

C.39

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

THE CONTRACT

PART C3	SCOPE OF WORKS
PART C4	SITE INFORMATION

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

PART C3: SCOPE OF WORK

C3.1	DESCRIPTION OF WORKS	C.41
C3.2	ENGINEERING.....	C.52
C3.3	PROCUREMENT.....	C.53
C3.4	CONSTRUCTION.....	C.64

BLOUBERG LOCAL MUNICIPALITY**CONTRACT No. BM01/21/22****FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY****C3.1 DESCRIPTION OF WORKS****C3.1.1 Employer's Objectives**

The employer's objectives are to fast track the delivery of public infrastructure using labour intensive methods as part of the Expanded Public Works Programme (EPWP). The construction of the Pinkie Sebotse Sports Facility.

Labour-intensive works

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

C3.1.2 Overview and Location of Works

The project is located in Pinkie Sebotse Village of the Blouberg Local Municipality under Capricorn District of the Limpopo Province.

C3.1.3 Extent of Works.

The works to be carried out by the contractor under this contract comprise mainly the following:

- (a) Site Clearance
- (b) Earth Works
- (c) Football/Rugby/Softball Field, Athletics Track and Grandstand
- (d) Combo Courts (Tennis/Netball & Basketball/Volleyball)
- (e) Water Supply Storage & Reticulation
- (f) Sewer Infrastructures
- (g) Storm Water Infrastructures
- (h) Electrical Infrastructures
- (i) Fencing and Access Control
- (j) Outdoor Gym
- (k) Kid's Play Area
- (l) Commissioning of works

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

C3.1.4 Location of the Works

The project is located in Pinkie Sebotse Village of the Blouberg Local Municipality under Capricorn District of the Limpopo Province.

LOCALITY PLAN



C3.1.5 Temporary Works

The temporary work to be undertaken is the construction of bypass, watering and maintenance to keep it smooth and safer while constructing the sports complex. Temporary accommodation of traffic will also be done by means of placing temporary road signs before the commencement of any work within the sports complex formation. Temporary road signs will be removed on completion of the construction work when they are no longer required.

C3.1.6 General Information

C3.1.6.1 Drawings

The reduced drawings contained in Annexure C5.2 that form part of the tender document shall be used for tender purposes only. Further drawings are to be provided on an on-going basis by the engineer.

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

Any information in the possession of the contractor, which the resident engineer requires to complete the as-built drawings, shall be supplied to the resident engineer before a certificate of completion will be issued.

Only figured dimensions shall be used and drawings shall not be scaled unless so instructed by the engineer. The engineer will supply all figured dimensions omitted from the drawings.

C3.1.6.2 Power, Water Supply and Other Services

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

C3.1.6.3 Contractor's Camp Site and Security

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

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

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

C3.1.6.4 Additional Requirements for Construction Activities

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

C3.1.6.4.2 The contractor shall submit proposals in connection with directional signs to the engineer for approval.

C3.1.6.5 Programme Requirements for Construction Activities

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

C3.1.6.6 Construction in Confined Areas

It may be necessary for the contractor to work in confined areas. In certain areas the width of the fill material and pavement layers may reduce to zero and the working space may be confined. The method of construction in these confined areas depends on the contractor's construction plant. However, the contractor must note that measurement and payment will be in accordance with the specified

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

cross-sections and dimensions, irrespective of the method used to achieve these cross-sections and dimensions, and that the rates and amounts tendered will be deemed to include full compensation for any special equipment or construction methods or for any difficulty encountered in working in confined areas and narrow widths, and at or around obstructions, and that no extra payment will be made nor will any claim for payment be considered on account of these difficulties.

C3.1.7 Labour Regulations

A27 Payment for the labour-intensive component of the works

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

A28 Applicable labour laws

The Ministerial Determination for Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice R347 in Government Gazette 33310 of 4 May 2012, available at: <http://www.sabinet.co.za> as reproduced below, shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.

All the provisions of the Ministerial Determination: Expanded Public Works Programme published under Government Notice R949 in Government Gazette 33665 of 22 October 2010 will be suspended by this Ministerial determination with effect from the date of implementation.

A29 Introduction

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.

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;

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

- (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.

A30 Terms of Work

A30.1 Workers on an EPWP are employed on a temporary basis or contract basis.

A31 Normal Hours of Work

A31.1 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.

A31.2 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.

A31.3 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.

A32 Meal Breaks

A32.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.

A32.2 An employer and worker may agree on longer meal breaks.

A32.3 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.

A32.4 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.

A33 Special Conditions for Security Guards

A33.1 A security guard may work up to 55 hours per week and up to eleven hours per day.

BLOUBERG LOCAL MUNICIPALITY**CONTRACT No. BM01/21/22****FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY**

A33.2 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.

A34 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.

A35 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").

A36 Sick Leave

A36.1 Only workers who work more than 24 hours per month have the right to claim sick-pay in terms of this clause.

A36.2 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.

A36.3 A worker may accumulate a maximum of twelve days' sick leave in a year.

A36.4 Accumulated sick-leave may not be transferred from one contract to another contract.

A36.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.

A36.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.

A36.7 An employer must pay a worker sick pay on the worker's usual payday.

A36.8 Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is —

- (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.

BLOUBERG LOCAL MUNICIPALITY**CONTRACT No. BM01/21/22****FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY**

A36.9 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.

A36.10 A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

A37 Maternity Leave

A37.1 A worker may take up to four consecutive months' unpaid maternity leave.

A37.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.

A37.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.

A37.4 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.

A37.5 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.

A37.6 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.

A38 Family responsibility leave

A38.1 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;

BLOUBERG LOCAL MUNICIPALITY**CONTRACT No. BM01/21/22****FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY**

- (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.

A39 Statement of Conditions

A39.1 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.

A39.2 An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.

A39.3 An employer must supply each worker with a copy of these conditions of employment.

A40 Keeping Records

A40.1 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.

A40.2 The employer must keep this record for a period of at least three years after the completion of the EPWP.

BLOUBERG LOCAL MUNICIPALITY**CONTRACT No. BM01/21/22****FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY****A41 Payment**

- A41.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
- A41.2 A worker may not be paid less than the minimum EPWP wage rate of R66.34 per day or per task, This will be adjusted annually on the 1st of November in-line with inflation (available CPI as provided by Stats SA six (6) weeks before implementation),
- A41.3 A task-rated worker will only be paid for tasks that have been completed.
- A41.4 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.
- A41.5 A time-rated worker will be paid at the end of each month,
- A41.6 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- A41.7 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.
- A41.8 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.
- A41.9 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.
- A41.10 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.

BLOUBERG LOCAL MUNICIPALITY**CONTRACT No. BM01/21/22****FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY****A42 Deductions**

A42.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.

A42.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.

A42.3 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.

A42.4 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,

A43 Health and Safety

A43.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.

A43.2 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.

A44 Compensation for Injuries and Diseases

A44.1 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.

A44.2 A worker must report any work-related injury or occupational disease to their employer or manager.

BLOUBERG LOCAL MUNICIPALITY**CONTRACT No. BM01/21/22****FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY**

- A44.3 The employer must report the accident or disease to the Compensation Commissioner.
- A44.4 An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

A45 Termination

- A45.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.
- A45.2 A worker will not receive severance pay on termination.
- A45.3 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.
- A45.4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract, However, the worker may be re-engaged if a position becomes available.
- A45.3 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,

A46 Certificate of Service

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

- (a) the worker's full name;
- (b) the name and address of the employer;
- (c) the 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.

BLOUBERG LOCAL MUNICIPALITY**CONTRACT No. BM01/21/22****FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY****C3.2 ENGINEERING****C3.2.1 Design**

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

C3.2.2 Employer's Design

- (a) Detail description of Works
- (b) General Works

C3.2.3 Contractor's Design

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

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

C3.3 PROCUREMENT

PREFERENTIAL PROCUREMENT POINT SYSTEM POLICY

C3.3.1 GENERAL CONDITIONS

The abovementioned provisions of this policy document shall apply subject to the following terms and conditions:

C3.3.1.1 Company Registration

Whereas the Agency shall have the above responsibilities, the respective and prospective service providers shall be:

- (a) Formally registered entity, in compliance with the applicable legislation such as the Companies Act, the Close Corporations Act, other related industry regulatory bodies, and professional bodies, where required;
- (b) Registered with the South African Revenue Services for all categories of taxes applicable to it.

C3.3.1.2 Tender Evaluation

- (a) Only a tenderer who has completed and signed the declaration part of the tender documentation may be considered for preference points.
- (b) The Municipality may, before a tender is adjudicated or at any time, require a tenderer to substantiate claims it has made with regard to preference.
- (c) The Municipality shall, when calculating comparative prices, take into account any discounts, which have been offered unconditionally.
- (d) A discount, which has been offered conditionally must, despite not being taken into account for evaluation purposes, be implemented when payment is affected.
- (e) In the event that different prices are tendered for different periods of a contract, the price for each period must be regarded as a firm price if it conforms to the definition of a "firm price".
- (f) Points scored must be rounded off to the nearest 2 decimals.
- (g) In the event that two or more tenders have scored equal total points, the successful tender must be the one scoring the highest number of preference points for specified goals. Should two or more tenders be equal in all respects, the award shall be decided by the drawing of lots.

C3.3.1.3 Principles

- (a) Preference points stipulated in respect of a tender must include preference points for equity ownership by HDIs.
- (b) The equity ownership contemplated in sub-regulation (C3.3.1.3(a)) 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

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

business and exercise control over the enterprise, commensurate with their degree of ownership as the closing date of the tender.

- (c) In the event that the percentage of ownership contemplated in sub regulation (C3.3.1.3 (b)) changes after the closing date of the tender, the tenderer must notify The Agency and such tenderer will not be eligible for any preference points.
- (d) 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.
- (e) Subject to sub-regulations C3.3.1.3 (a), (b), (c) and (d), all claims made for equity ownership by an HDI must be considered according to the following criteria:
 - i. Equity within private companies must be based on the percentage of equity ownership;
 - ii. Preference points may not be awarded to public companies and tertiary institutions;
 - iii. The following formula must be applied to calculate the number of points for equity ownership by an HDI:

$$NEP = NOP \times \frac{EP}{100}$$

Where

NEP = Points awarded for equity ownership by an HDI

NOP = The maximum number of points awarded for equity ownership by an HDI

EP = The percentage of equity ownership by an HDI within the enterprise or business, determined in accordance with sub-regulations C3.3.1.3 (a), (b), (c) and (d).

- (f) Equity claims for a Trust may only be allowed in respect of those persons who are both trustees and beneficiaries and who are actively involved in the management of the Trust.
- (g) Documentation to substantiate the validity of the credentials of the trustees contemplated in sub-regulation C3.3.1.3 (f) must be submitted to the relevant The Agency.
- (h) 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.
- (i) The number of points scored for a Consortium or Joint Venture must be added to the number of points scored for achieving specified goals.
- (j) The points contemplated in sub-regulation C3.3.1.3 (i) must be added to the points

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

scored for price, in order to establish the total number of points scored.

- (k) Subject to regulations C3.3.1.3 (i), the contract must be awarded to the tender, which scores the highest points.
- (l) 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.

C3.3.1.4 Declarations

A tenderer must, in the stipulated manner, declare that-

- (a) The information provided is true and correct;
- (b) The signatory to the tender document is duly authorised; and
- (c) Documentary proof regarding any tendering issue will, when required, be submitted to the satisfaction of the relevant The Agency.

C3.3.1.5 Penalties

- (a) The Municipality shall, upon detecting 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, act against the person awarded the contract.
- (b) The Municipality may, in addition to any other remedy it may have against the person contemplated in sub-regulations C3.3.1.5 (a).
- (c) Recover all costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (d) 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;
- (e) Impose a financial penalty more severe than the theoretical financial preference associated with the claim which was made in the tender; and
- (f) Restrict the contractor, its shareholders and directors from obtaining business from the Agency for a period not exceeding 10 years.
- (g) The Municipality reserves the right to have access and/or require production of the original or certified proof of any such registration at a time agreed to by the parties or as may be prescribed by law.

C3.3.1.6 Areas of Policy Coverage

The above-mentioned provisions of this policy shall apply subject to, but not limited to, the following entities and/or activity:

- (a) Procurement of goods or services;
- (b) Appointment of consultants;

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

(c) Appointment of contractors, subcontractor, consortia and joint venture contractors;

C3.3.1.7 Criteria for Tender Evaluation

The Agency shall use the following criteria to evaluate tenders: -

- (a) Compliance with tender conditions;
- (b) Preference point system 90/10 on tenders with a Rand value above R50 000 000,00 (Fifty Million Rand) and preference point system 80/20 for tenders with a Rand value equal to, or above R30 000 but up to a Rand value of R50 000 000,00 (Fifty Million Rand);
- (c) Status of the enterprise; and
- (d) Price and functionality.

C3.3.1.8 Preference Point System: 80/20

The following formula shall be used to calculate the points in respect of tenders/procurement with a Rand value up to R50 000 000,00 (Fifty Million Rand). The Municipality may, however, apply this formula for procurement with a value less than R30 000, if and when appropriate. The formula shall be used to determine points for price and functionality.

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

Where: P_s = Points scored for price and functionality for the tender under consideration.

P_t = Rand value of tender under consideration.

P_{\min} = Rand value of the lowest acceptable tender.

- (a) A maximum of 20 points may be awarded to a tenderer for being a Historically Disadvantaged Individual or a prorata thereof commensurate with the percentage of an HDI in a firm or a JV.
- (b) The points scored by a tenderer in respect of the HDI shareholding will be added to the points scored for price and functionality.
- (c) Only the tenderer with the highest number of points scored may be awarded.

C3.3.1.9 Preference Point System: 80/20

The following formula must be used to calculate the points in respect of tenders/procurement with a Rand value above R500 000 (five hundred thousand Rand). This formula should be used to determine points for price and functionality.

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

Where: P_s = Point scored for price and functionality for the tender under consideration.

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

Pt = Rand value of tender under consideration.

Pmin = Rand value of the lowest acceptable tender.

- (a) A maximum of 10 points may be awarded to a tenderer for being an Historically Disadvantaged Individual or a prorata thereof commensurate with the percentage of an HDI in a firm or a JV.
- (b) The points scored by a tenderer in respect of the HDI shareholding will be added to the points scored for price and functionality.
- (c) Only the tenderer with the highest number of points scored may be awarded.

C3.3.1.10 Award of Contract to Tender not Scoring the Highest Number of Points

- (a) Despite the fact that only the tenderer with the highest number of points scored may be awarded, a contract may, on reasonable and justifiable ground, be awarded to a tender that did not score the highest number of points.

C3.3.2 APPOINTMENT OF CONTRACTORS

C3.3.2.1 Procedure for Invitation of Tenders

Tenders will be invited publicly through the general media and other forms of communication to ensure that the target communities are reached. The intention is to ensure that the SMME's in rural areas that may not be in a position to access the general press is also reached.

C3.3.2.2 The tender invitation shall include:

- (a) Specifications and description of project or service to be procured.
- (b) Tendering information and documentation will be in English;
- (c) A non-refundable charge shall be payable to cover the cost of the tender documents and specifications;
- (d) In the event where normal tendering is not practical due to other constraints, at least three (3) selected service providers shall be invited to submit quotations.

C3.3.2.3 Compulsory Requirements

The following requirements shall be applicable to all tenders and non-adherence thereto shall result in an automatic disqualification of the tender submitted:

- (a) Attendance of site inspection for briefing;
- (b) Submission of valid original tax clearance certificate.
- (c) Authority to act and contractually bind the tenderer.

C3.3.2.4 Closure and Opening of Tenders

Tenders shall close on a date and time specified in tender document and shall be opened and read in public.

C3.3.2.5 Evaluation of Tenders

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

Tenders to be evaluated shall fall within the following parameters:

- (a) The consultant shall estimate the value of the tender, and those that fall within – 20 % and +20% threshold of the estimate shall be used to determine the average price of tenders submitted.
- (b) Tenders which fall within –10%, and +5% of the average determined above shall be evaluated;
- (c) Where no tender qualifies in terms of the –10% and +5% threshold, this shall be widened to –20% and +10%.

C3.3.2.6 Preferential Point System

All tenders shall be evaluated according to the price, functionality and preference in compliance with the Preferential Procurement Policy Framework Act No. 5 of 2000 and the Regulations, as amended. Preference points shall be awarded according to tenders whose firms or joint ventures comprise specific combinations of historically disadvantaged persons as owners, trustees, equity shareholders, subcontractors, joint ventures and or managers. Preference will be calculated in accordance with the preferential point system/s set-out hereunder.

C3.3.2.7 The 80/20 Preference System

The following formula shall be used to calculate the points in respect of tenders/procurement with a Rand value equal to, or above R30 000 and up to a Rand value of R50 000 000,00 (Fifty Million Rand).

The Municipality may, however, apply this formula for procurement with a value less than R30 000, if and when appropriate. This formula shall be used to determine points for price and functionality.

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

Where P_s = Points scored for price and functionality for the tender under consideration.

P_t = Rand value of tender under consideration.

P_{\min} = Rand value of the lowest acceptable tender.

- (a) a maximum of 20 points may be awarded to a tenderer for being a Historically Disadvantaged Individual or a prorata thereof commensurate with the percentage of an HDI in a firm or a JV.
- (b) the points scored by a tenderer in respect of an HDI shareholding will added to the points scored for price.
- (c) only the tenderer with the highest number of points scored may be awarded.

C3.3.2.8 The 80/20 Preference System

The following formula shall be used to calculate the points in respect of tenders/procurement

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

with a Rand value above R500 000 (five hundred thousand Rand). This formula should be used to determine points for price and functionality.

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

Where: P_s = Points scored for price and functionality for the tender under consideration.

P_t = Rand value of tender under consideration.

P_{\min} = Rand value of the lowest acceptable tender.

- (a) a maximum of 20 points may be awarded to a tenderer for being an Historically Disadvantaged Individual or a pro rata thereof commensurate with the percentage of an HDI in a firm or a JV.
- (b) the points scored by a tenderer in respect of the HDI shareholding will be added to the points scored for price and functionality.
- (c) only the tenderer with the highest number of points scored may be awarded.

C3.3.2.9 Points In Respect of Status of Enterprise

A maximum of 20 (twenty) points in respect of 80/20, will be awarded in respect of the status of the enterprise, which may take into consideration the following factors such as: -

SPECIAL GOALS	POINTS ALLOCATED
Previously disadvantaged Individuals	5
Physically disabled	2
Female	2
Locality- Within Blouberg area	4
Youth	2
Locality –within Capricorn district	1
Locality – within Province	1
SMMEs	3

BLOUBERG LOCAL MUNICIPALITY**CONTRACT No. BM01/21/22****FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY**

Total	20
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The above points shall be allocated on a pro-rata basis to the total composition of owners who are actively involved in the management of the enterprise under consideration. Provided that a person is a South African citizen and has obtained his/her citizenship before the 27 April 1994.

C3.3.2.10 Points in Respect of Price and Functionality

Tenders shall be evaluated on the basis of price: 50% and functionality: 50%. The criteria and weight shall be calculated in terms of the formula as tabulated below:

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

(a) Calculation of percentage for price

The percentage scored for price should be calculated as follows:

The lowest acceptable bid/proposal will obtain the maximum percentage allocated for price. The other bids/proposals with higher prices will proportionately obtain lower percentages based on the following formula:

$$P_s = \frac{P_{\min}}{P_t} \times AP$$

Where: P_s = Percentage scored for price by bid/proposal under consideration
 P_{\min} = Lowest acceptable bid/proposal
 P_t = Price of bid/proposal under consideration
 AP = Percentage allocated for price

(b) Calculation of points for functionality

The percentage scored for functionality should be calculated as follows:

The value scored for each criterion should be multiplied with the specified weighting for the relevant criterion to obtain the marks scored for the various criteria. These marks should be added to obtain the total score. The following formula should then be used to convert the total score to percentage functionality:

$$P_s = \frac{S_o}{M_s} \times AP$$

Where: P_s = Percentage scored for functionality by bid/proposal under consideration
 S_o = total score of bid/proposal under consideration
 M_s = maximum possible score
 AP = percentage allocated for functionality

The criteria for functionality are:

i	Relevant experience of company:	30
ii	Relevant experience of key staff:	35
ii	Plant and equipment:	10
iii	Construction Programme	5
	TOTAL	80

After calculation of the percentage for functionality, the prices of all bids that obtained the minimum score for functionality should be taken into consideration.

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

Bids/proposals that do not score a certain specified minimum percentage for functionality should be disqualified and not be considered further

(c) Calculation of Points for Functionality and Price

The percentages obtained for functionality should be added to the percentage obtained for price to obtain a percentage out of 100, which in turn should be converted to points out of 80 or 90.

The points scored out of 80 or 90 should be calculated according to the following formula:

- (i) The 80/20 preference point system

$$P_s = 80 \left(1 - \frac{H_s - R_s}{R_s} \right)$$

- (ii) The 90/10 preferential point system

$$P_s = 90 \left(1 - \frac{H_s - R_s}{R_s} \right)$$

Where: P_s = Points scored for functionality and price of the bid/proposal under consideration

H_s = Highest percentage scored by any acceptable tenderer for functionality and price

R_s = Percentage scored for functionality and price by bid/proposal under consideration

Points scored for specified goals as contemplated by the PPPFA and its Regulations are then calculated separately and added to the points scored for price and functionality in order to obtain a final point. The contract should be awarded to the tenderer scoring the highest points.

- i. After the calculation, the tender that scores the highest points, when adding the scores on status of enterprises and price and functionality, shall be awarded the tender;
- ii. Points scored on tenders shall be rounded off to 2 decimal places;
- iii. Where equal points are scored, the one with the highest preference points shall be awarded;
- iv. Should two or more tenders be equal in all respects, the award shall be decided by the drawing of lots.

BLOUBERG LOCAL MUNICIPALITY**CONTRACT No. BM01/21/22****FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY****C3.3.2.11 Authority to Award**

- (a) The Municipality's Executive Council shall, upon recommendation of the Finance and Procurement Committee, have the authority to award all tenders.

C3.3.2.12 Cessions

A service provider awarded a contract may not cede or subcontract a contract/project or any part thereof without written consent of the Agency and where such consent is granted, a signed agreement involving the cedent, cessionary and the Agency shall be entered into.

In any event, not more than 25% of the value of the contract shall be subcontracted. Both the cedent and the cessionary shall be jointly and severally liable for the quality of the material supplied and workmanship.

C3.3.2.13 Performance Guarantees

The Municipality shall strive to facilitate the participation of HDI's and SMME by waiving or reducing the maximum amounts of sureties as follows:

- (a) No surety for projects between 0 to 500 000
- (b) 1% surety for projects between 500 000 to R1 million
- (c) 2,5% surety for projects between R1 million to R2 million
- (d) 10% surety for projects above R2 million

The period required to provide surety shall be 21 calendar days. However, depending on circumstances, a shorter period may be prescribed. In the event of failure to submit the surety within the stipulated period, the Municipality shall be entitled to cancel the contract and award the tender to a suitable contractor.

Sureties may only be accepted from a banking institution registered in terms of the Bank Act, 1996, an insurer registered in terms of the Insurance Act, 1943 or from governmental institutions established for such purposes.

C3.3.2.14 Notification of Acceptance

Successful service tenderer/s shall be notified before the tender validity period expires.

C3.3.2.15 Contractual Agreement

The relationship between the Municipality and contractor shall be managed under the following contractual documents:

- (a) The tender document submitted by the tenderer
- (b) The project drawings relevant for the tendered project
- (c) The COLTO General Conditions of Contract for Roads and Bridge Works for State Authorities and the COLTO Standards Specifications for Road Bridge Works for State Authorities as they may apply from time to time.
- (d) The Municipality Procurement Policy

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

- (e) Any other relevant legislation aimed at meeting other government policy initiatives.

C3.2.3.16 Tax Clearance Certificate

No contract shall be awarded to an entity, which fails to submit a valid original Tax Clearance Certificate from the South African Revenue Service (SARS) certifying that the taxes of the said entity are in order or that suitable arrangements have been made with SARS, and submitted proof as part of the tender documentation.

In case where the successful tenderer has only submitted a letter from SARS, the tenderer will be given seven (7) working days to submit the original Tax Clearance Certificate. Failure to produce same will disqualify the tenderer and the next recommended tenderer shall be awarded the contract.

C3.3.2.17 Variations

- (a) The Municipality shall have the right to reduce or increase the scope of work by no more than 30% of the tendered amount.
- (b) Tenders shall make an allowance for a variation in the tendered amount up to 30%.

C3.4 CONSTRUCTION

C3.4.1 STANDARD SPECIFICATIONS

- (a) The following specifications shall apply for the construction of the Works.
- (i) The COLTO Standard Specifications for Road and Bridge Works for State Road Authorities (1998).

The contractor may purchase copies of Volume (i) from the South African Institution of Civil Engineers.

SAICE		Tel : (011) 805-5947
Waterfall Park	/ Postnet Suite 81	Fax : (011) 805-5971
Howick Gardens	/ Private Bag X65	
Vorna Valley	/ Halfwayhouse	Contact Person : Angeline Aylward
Becker Street	/ 1685	
Midrand		

- (b) SABS or BS Specifications and Codes of Practice

Wherever any reference is made to the South African Bureau of Standards (SABS) and the British Standards Specification (BSS) in either these Bill of Quantities or the Specification of Materials and Methods to be Used (OOG-001E), this reference shall be deemed to read "SABS or equivalent standard" and BS or equivalent standard" respectively.

- (c) Various other specifications specified in the COLTO Standard Specifications or the Project Specifications.

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

C3.4.2 PROJECT SPECIFICATIONS RELATING TO STANDARD SPECIFICATIONS

C3.4.2.1 General Conditions of Contract Referred to in the Standard Specifications

Applicable SANS 1200 Standardized Specifications

The applicable standardized specifications for this Contract shall be the following:

- SANS 1200 A: General (1986)
- SANS 1200 AB: Engineer's Office (1986)
- SANS 1200 C: Site clearance (1980)
- SANS 1200 DB: Earthworks (1989)
- SANS 1200 DM: Earthworks (Roads, Subgrade)(1989)
- SANS 1200 DB: Earthworks (1989)
- SANS 1200 G: Concrete Structural
- SANS 1200 DB: Structural Steel
- SANS 1200 MJ: Segment Paving

The following variations to standardized specifications and additional clauses are applicable to this Contract and are contained in the "Annexure to the Scope of Work".

- PSA General
- PSC Site Clearance
- PSDB Earthworks (Pipe Trenches)
- PSDM Earthworks (Roads, Subgrade) (1989)
- PSG Concrete (Structural)
- PSH Structural Steel
- PSHB Cladding and Sheeting
- PSMJ Segmented Paving

Particular Specifications

The following variations to standardized specifications and additional clauses are applicable to this Contract and are contained in the "Annexure to the Scope of Work".

- PA Fencing
- PC Building
- PD Environmental Protection and Control Specifications
- PE Dealing with Eskom
- PF Occupational Health and Safety

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

SCOPE OF WORK

SPECIFICATIONS

NDEX

PSA GENERAL

PSA 1 SCOPE

*REPLACE THE CONTENTS OF SUB-CLAUSE 1.1, INCLUDING THE NOTES,
WITH THE FOLLOWING:*

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

"1.1 This specification covers requirements, principles and responsibilities of a general nature which are generally applicable to civil engineering construction and building works contracts, as well as the requirements for the Contractor's establishment on the Site."

PSA 2 INTERPRETATIONS

PSA 2.3 DEFINITIONS

IN THE OPENING PHRASE BETWEEN THE WORDS "specification" AND "the following", INSERT THE WORDS "the definitions given in the Conditions of Contract and".

a) General

ADD THE FOLLOWING DEFINITIONS:

“'General Conditions' and 'Conditions of Contract': The General Conditions of Contract specified for use with this Contract, together with the Special Conditions of Contract as applicable.

'Specified': As specified in the Standardized Specifications, the Drawings or the Project Specifications. 'Specifications' shall have the corresponding meaning."

a) Measurements and payment

REPLACE THE DEFINITIONS FOR "Fixed charge", "Time-related charge" AND "Value- related charge" WITH THE FOLLOWING

“ 'Fixed charge': A charge that is not subject to adjustment on account of variations in the value of the Contract Price or the time allowed in the Contract for the completion of the work.

'Time-related charge': A charge, the amount of which varies in accordance with the Time for Completion of the Works, adjusted in accordance with the provisions of the Contract.

'Value-related charge': A charge, the amount of which varies pro rata with the final value of the measured work executed and valued in accordance with the provisions of the Contract.'

PSA 2.4 ABBREVIATIONS

a) Abbreviations actions relating to standard documents

ADD THE FOLLOWING ABBREVIATION:

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

"CKS: SANS Co-ordinating Specification

PSA 3 MATERIALS

PSA 3.1 QUALITY

ADD THE FOLLOWING AT THE END OF SUB-CLAUSE 3.1

"All manufactured materials supplied shall be new materials unless the contrary is specified. All materials specified to be in accordance with SANS Specifications Shall bear the SANS mark, where such a mark is available for the type of product."

ADD THE FOLLOWING SUB-CLAUSES TO CLAUSE 3:

PSA 3.3 ORDERING OF MATERIALS

The quantities set out in the schedule of quantities have been carefully determined from calculations based off data available at the time and should therefore be considered to be approximate quantities only. Before ordering materials of any kind the contractor shall check with the engineer whether or not the scope of the work for which the materials are required is likely to change substantially. No liability or responsibility whatsoever shall be attached to the employer for materials ordered by the contractor except when ordered in accordance with written confirmation issued by the engineer

PSA 4 PLANT

PSA 4.1 SILENCING OF PLANT

REPLACE THE CONTENTS OF SUB-CLAUSE 4.1 WITH THE FOLLOWING:

"The Contractor's attention is drawn to the applicable regulations pertaining to noise and hearing conservation, framed under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) as amended

The Contractor shall at all times and at his own cost, be responsible for implementing all necessary steps to ensure full compliance with such regulations, including but not restricted to the provision and use of suitable and effective silencing devices for pneumatic tools and other plant which would otherwise cause a noise level in excess of that specified in the said regulations.

Where appropriate, the Contractor shall further, by means of temporary barriers, effectively isolate the source of such noise in order to comply with the said regulations."

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

PSA 4.2 CONTRACTOR'S OFFICES, STORES AND SERVICES

ADD THE FOLLOWING PARAGRAPH BEFORE THE EXISTING FIRST PARAGRAPH IN SUB-CLAUSE 4.2:

"The Contractor's buildings, sheds and other facilities erected or utilized on the Site for the purposes of the Contract shall be fenced off and shall contain all offices, stores, workshops, testing laboratories, toilet facilities, etc. as may be required by the Contractor. The facilities shall always be kept in a neat and orderly condition.

No personnel may reside on the Site. Only night-watchmen may be on the Site after hours."

DELETE "and first-aid services" IN THE SECOND PARAGRAPH OF SUB-CLAUSE 4.2 AND ADD THE FOLLOWING:

"The Contractor shall provide on the Site and in close proximity to the actual locations where the work is being executed, one toilet per 10 workmen, which toilets shall be effectively screened from public view and their use enforced. Such toilets shall be relocated from time to time as the location of the work being executed changes, so as to ensure that easy access to the toilets is maintained.

The Contractor shall, where applicable, make all necessary arrangements and pay for the removal of night soil."

PSA 5 CONSTRUCTION

PSA 5 SURVEY

PSA 5.12 Preservation and replacement of survey beacons and pegs subject to the Land Survey Act

DELETE THE WORDS "in the vicinity of boundaries" IN THE SECOND SENTENCE OF SUB-

CLAUSE 5.1.2 AND REPLACE THE WORDS "under the direction of" IN THE SAME SENTENCE WITH "in consultation and liaison with".

ADD THE FOLLOWING AFTER THE SECOND SENTENCE OF SUB-CLAUSE 5.1.2:

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

"The Contractor and the Engineer shall record on the said list, their concurrence or disagreement (as the case may be) regarding the completeness and accuracy of the details recorded therein."

REPLACE THE THIRD SENTENCE OF SUB-CLAUSE 5.1.2 WITH THE FOLLOWING

"At the completion of the Contract, the Contractor shall expose all pegs that were listed at the commencement of the construction as being in order and the Contractor shall arrange with a registered Land Surveyor for the checking of the positions of all such pegs and the replacement of those that the Land Surveyor's check reveals have become disturbed or damaged. The Contractor shall, as a precedent to the issue of the Certificate of Completion, provide to the Engineer, a certificate from the registered land surveyor, certifying that all the pegs listed at the commencement of construction in accordance with the provisions of this clause, have been checked and that those found to have been disturbed, damaged or destroyed have been replaced in their correct positions, all in accordance with the provisions of the said Act.

The costs of all checking, replacement and certification as aforesaid shall be entirely for the Contractor's account. This, with the provision always that the Contractor shall not be held liable for the cost of replacement of pegs which:

- a) cannot reasonably be re-established in their original positions by reason of the finished dimensions of the permanent works, and
- b) The Contractor can prove beyond reasonable doubt to the satisfaction of the Engineer, were disturbed, damaged or destroyed by others beyond his control."

PSA 5.3 PROTECTION OF EXISTING STRUCTURES

REPLACE "Machinery and Occupational Safety Act, 1983 (Act No 6 of 1983)" *WITH*

AND INSERT

THE FOLLOWING AFTER "(Act No. 27 of 1956)": "as amended

BLOUBERG LOCAL MUNICIPALITY**CONTRACT No. BM01/21/22****FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY****PSA 5.4 LOCATION AND PROTECTION OF EXISTING SERVICES****PSA 5.4.1 Location of existing services**

Before commencing with any work in an area, the Contractor shall ascertain the presence and actual position of all services which can reasonably be expected by an experienced and Competent contractor to be present on, under, over or within the Site.

Without in any way limiting his liability in terms of the Conditions of Contract in relation to Damage to property and interference with services, the Contractor shall, in collaboration with the Engineer, obtain the most up-to-date plans as are available, showing the positions of services existing in the area where he intends to work. Neither the Employer nor the Engineer offers any warranty as to the accuracy or completeness of such plans and because services can often not be reliably located from plans, the Contractor shall ascertain the actual location of services depicted on such plans by means of careful inspection of the Site.

Thereafter, the Contractor shall, by the use of appropriate methodologies, carefully expose the services at such positions as are agreed to by the Engineer, for the purposes of verifying the exact location and position of the services. Where the exposure of existing services involves excavation to expose underground services, the further requirements of sub-clauses 4.4 and 5.1.2.2 Of SANS 1200 D (as amended) shall apply.

The aforesaid procedure shall also be followed in respect of services not shown on the plans But which may reasonably be anticipated by an experienced contractor to be present or potentially present on the site.

All services, the positions of which have been determined as aforesaid at the critical points, shall henceforth be designated as 'known services' and their positions shall be indicated by the Contractor on a separate set of drawings, a copy of which shall be furnished to the Engineer without delay

As soon as any service which has not been identified and located as described above is encountered on, under, over or within the site, it shall henceforth be deemed to be a known service and the aforesaid provisions pertaining to locating, verifying and recording its position on the balance of the site shall apply. The Contractor shall notify the Engineer immediately when any such service is encountered or discovered on the Site.

Whilst he is in possession of the Site, the Contractor shall be liable for all loss of or damage as may occur to

BLOUBERG LOCAL MUNICIPALITY**CONTRACT No. BM01/21/22****FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY**

- a) known services, anywhere along the entire lengths of their routes, as may reasonably be deduced from the actual locations at which their positions were verified as aforesaid, due cognizance being taken of such deviations in line and level which may reasonably be anticipated, and
- b) any other service which ought reasonably to have been a known service in accordance with the provisions of this clause,

The Contractor shall also be liable for consequential damage in regard to (a) and (b), whether caused directly by the Contractor's operations or by the lack of proper protection.

No separate payment will be made to the Contractor in respect of his costs of providing, holding available on the Site and utilizing the said detecting and testing equipment, nor for any costs incurred in preparing and submitting to the Engineer the Drawings as aforesaid. These costs shall be deemed included in the Contractor's other tendered rates and prices included in the Contract.

Payment to the Contractor in respect of exposing services at the positions agreed by the Engineer and as described above will be made under the payment items (if any) as may be provided for in the respective sections of the specifications pertaining to the type of work involved.

PSA 5.4.2 Protection during construction

The Contractor shall take all reasonable precautions and arrange its operations in such a manner as to prevent damage occurring to all known services during the period which the Contractor has occupation and/or possession of the Site.

Services left exposed shall be suitably protected from damage and in such a manner as will eliminate any danger arising therefrom to the public and/or workmen, all in accordance with the requirements of the prevailing legislation and related regulations.

Unless otherwise instructed by the Engineer, no services shall be left exposed after its exact position has been determined and all excavations carried out for the purpose of exposing underground services shall be promptly backfilled and compacted. In roadways, the requirements of sub-clause 5.9 of SANS 1200 DB should be observed. In other areas compaction is to be to 90% modified AASHTO density.

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

PSA 5.4.3 Alterations and repairs to existing services

Unless the contrary is clearly specified in the Contract or ordered by the Engineer, the Contractor shall not carry out alterations to existing services. When any such alterations become necessary, the Contractor shall promptly inform the Engineer, who will either make arrangements for such work to be executed by the owner of the service, or instruct the Contractor to make such arrangements himself

Should damage occur to any existing services, the Contractor shall immediately inform the Engineer, or when this is not possible, the relevant authority, and obtain instructions as to who should carry out repairs. In urgent cases, the Contractor shall take appropriate steps to minimise damage to and interruption of the service. No repairs of telecommunication cables or electric power lines and cables shall be attempted by the Contractor.

PSA 5.7 SAFETY

REPLACE THE CONTENTS OF SUB-CLAUSE 5.7 WITH THE FOLLOWING:

"Pursuant to the provisions of the Conditions of Contract, and without in any way limiting the Contractor's obligations thereunder, the Contractor shall at his own expense (except only where specific provision (if any) is made in the Contract for the reimbursement to the Contractor in respect of particular items), provide the following:

- a) Provide to its Employees on the site of the works, all safety materials, clothing and equipment necessary to ensure full compliance with the provisions of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) as amended (hereinafter referred to as the Act) at all times, and shall institute appropriate and effective measures to ensure the proper usage of such safety materials, clothing and equipment at all times;
- b) Provide, install and maintain all barricades, safety signage and other measures to ensure the safety of workmen and all persons in, on and around the site, as well as the general public;
- c) Implement on the site of the works, such procedures and systems and keep all records as may be required to ensure compliance with the requirements of the Act at all times;
- d) Implement all necessary measures so as to ensure compliance with the Act by all subcontractors engaged by the Contractor and their employees engaged on the works;
- e) Full compliance with all other requirements pertaining to safety as may be specified in the Contract.

BLOUBERG LOCAL MUNICIPALITY**CONTRACT No. BM01/21/22****FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY**

The Employer and the Engineer shall be entitled, although not obliged, to make such inspections on the site as they shall deem appropriate, for the purpose of verifying the Contractor's compliance with the requirements of the Act. For this purpose, the Contractor shall grant full access to the site of all parts of the site and shall co-operate fully in such inspections and shall make available for inspection all such documents and records as the Employer's and/or Engineer's representative may reasonably require.

Where any such investigations reveal, or where it comes to the Engineer's attention that the Contractor is in any way in breach of the requirements of the Act or is failing to comply with the provisions of this clause, the Engineer shall, in accordance with the provisions of Clause 39 of the Conditions of Contract, be entitled to suspend progress on the works or any part thereof until such time as the Contractor has demonstrated to the satisfaction of the Engineer, that such breach has been rectified.

The Contractor shall have no grounds for a claim against the Employer for extension of time and/or additional costs if the progress on the works or any part thereof is suspended by the Engineer in terms of this clause, and the Contractor shall remain fully liable in respect of the payment of penalties for late completion in accordance with the provisions of **Clause 43(1)** of the Conditions of Contract should the Contractor fail to complete the Works on or before the specified due completion date in consequence of the suspension.

Persistent and repeated breach by the Contractor of the requirements of the Act and/or this clause shall constitute grounds for the Engineer to act in terms of Sub-clause 55(1) (5) of the Conditions of Contract and for the Employer to cancel the. Contract in accordance with the further provisions of the said **Clause 55 (GCC 2015)"**

ADD THE FOLLOWING SUB-CLAUSES TO CLAUSE 5

PSA 5.9 SITE MEETINGS

The Contractor or his authorised agent will be required to attend regular site meetings, which shall normally be held once a month on dates and at times determined by the Engineer, but in any case whenever reasonably required by the Engineer.; Unless otherwise indicated in the Contract or instructed by the Engineer, such meetings unless be held at the Contractor's offices on the site. At such monthly meetings, matters such as general progress on the works, quality of work, problems, claims, payments, and safety shall be discussed, but not matters concerning the day-to-day running of the Contract.

BLOUBERG LOCAL MUNICIPALITY**CONTRACT No. BM01/21/22****FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY****PSA 5.10 TRAFFIC ACCOMMODATION****a) Scope**

It is a condition of this contract that traffic is accommodated taking into account the provisions of the latest edition of the South African Road Traffic Signs Manual (SARTSM). The latest version for use in the accommodation of traffic is volume 2, chapter 13 of the June 1999 edition. Copies of this publication are available from Government Printers - Arma Steyn - Tel:

(012) 334 4500, e-mail: asteyn@print.pwv.gov.za.

b) Safety

"The Contractor shall be responsible for maintaining the existing road surface both within the works area and the advance warning and termination areas in a safe and trafficable condition for the duration of the contract.

The Contractor may not commence constructional activities before adequate provision has been made to accommodate traffic in accordance with the requirements of the drawings, specifications and the South African Road Traffic Signs Manual

The Contractor shall supply, erect, operate and maintain all the road signs and other equipment shown on the drawings or in the specifications or as directed by the Engineer, necessary to safely carry out his traffic control responsibilities. He shall also carry out these responsibilities. He shall also carry out these responsibilities in consultation with the various Provincial Traffic Control Centres along the route and to the satisfaction of the Engineer."

c) Use of the road by the public

The Contractor shall plan and conduct his activities so as to bring about the least possible disruption to the traffic on the roads on which he works. No detours for construction traffic and for the public are envisaged. Where there is no working space off the road, construction vehicles may be parked on the shoulder in which case flagmen and traffic cones shall be employed. All temporary lane closures and halting of traffic will require the prior approval of the Engineer and shall be pre-arranged with the appropriate traffic.

BLOUBERG LOCAL MUNICIPALITY**CONTRACT No. BM01/21/22****FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY****d) Temporary Traffic-Control Facilities**

"The Contractor shall provide, erect and maintain the necessary traffic-control devices, road signs, channelization devices, barricades, warning devices and road markings (hereinafter referred to as traffic-control devices) in accordance with these special provisions and as shown on the drawings and in the **SARTSM** and remove them when no longer required. It shall be incumbent upon the Contractor to see to it that the abovementioned traffic-control devices are present where required at all times and are functioning properly."

"The type of construction, spacing and placing of traffic-control devices shall be in accordance with the **SARTSM**. The recommended arrangements of the traffic control devices illustrated and/or drawings issued by the Engineer shall not be departed from without prior approval of the Engineer. The arrangements expected to be most commonly used in the contract are given on the tender drawings.

The details shown for spacing and placement of traffic-control facilities may however, be revised at the discretion of the Engineer where deemed necessary to accommodate local site geometry and traffic conditions."

"All traffic control facilities supplies on the contract shall be new. Used traffic control facilities, bases, stands and poles which are in an "as new" conditions and approved by the Engineer may be used on site."

e) Road Signs and Barricades

"The Contractor shall be responsible for the protection and maintenance of all signs, and shall at his own cost replace any that have been lost or stolen.

All temporary road signs required to remain in position for some time shall be pole mounted as shown on the drawings. All temporary signs required to be moved more often shall be mounted on portable supports for the easy moving of signs to temporary positions. The only permitted method of ballasting the sign supports shall consist of durable sandbags filled with sand of adequate mass to prevent signs from being blown over by wind. The cost of the sandbags shall be included in the tendered rates for the various types of temporary road signs.

The covering of permanent road signs, if applicable, shall be by utilising a hessian bag that shall be pulled over the sign in the form of a hood and fastened to the signposts.

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

Plastic bags or other materials and fastened by means of adhesive tape shall not be permitted. The cost of covering of permanent road signs shall be included in the tendered rates of items PSA 8.3.19.06

The thickness and density of the hessian shall prevent the visibility of the road signs during day as well as night time."

f) **Channelization devices and barricades**

"The use of drums as channelization devices shall be not permitted. Drums may However be used to set up barriers.

Delineators shall comply with the requirements of SANS 1555;

- i) comply with the manufacturing and reflective requirements of the SARTSM for TW 401 and TW 402 signs and the blades shall be reversible with dimensions as indicated on the drawings.;
- ii) have smooth and round edges and be mounted on a post and base. All components shall be of durable plastic material
- iii) have the lower edge of the reflective part of the delineator mounted not lower than 250mm above the road surface;
- iv) be capable of withstanding the movement of passing vehicles and gusting wind up to 60km/h in typical working conditions without falling over. To achieve this, the base shall be at least 0,18m² and ballasted by sandbags with sand
- v) together with its mounting be designed such that it will collapse in a safe manner under traffic Impact
- vi) minimum size 1000mm x 250mm.

Traffic cones manufactured in a fluorescent red-orange or red plastic material may use only at short term lane deviations during daylight. Cones shall not be used on their own, but shall be interspersed with delineators at ration no exceeding 3:1. Cones used on all deviations shall be 750mm high. Lane closures which continue into the night time shall be demarcated by delineators only.

g) **Warning Devices**

"All construction vehicles and plant used on the works shall be equipped with rotating amber flashing lights and warning boards as specified. All vehicles and plant before being allowed onto the site shall obtain a clearance permit from the Engineer."

h) **Vehicle mounted flashing lights**

Rotating lights shall have an amber lens of minimum height of 200mm and shall be mounted in such a way as to be highly visible from all directions. The lights on construction vehicles shall not be switched on while vehicles are being operated on unrestricted section of a public

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

road, but shall be switched on while construction vehicles are operating within the accommodation of traffic area, as the vehicles decelerate to enter a construction area, and as the vehicles accelerate to the general continuously while the plant is working alongside sections of road open to public traffic.

All LDV's and cars operating on site shall also be equipped with rotating amber flashing lights which shall be placed so as to be highly visible and operated continuously while the vehicles are manoeuvring in or out of or are travelling or parked alongside roads open to public traffic.

The contractor shall mount and maintain lights together with temporary mounting brackets, to the approval of the Engineer. Vehicles and plant that do not comply with these requirements shall be removed from the site.

i) **Other traffic control measure ordered by the Engineer**

"The Engineer may instruct the contractor to provide any other road sign, reflective tape, etc. Not measured in standard pay items. Such road signs shall conform to the requirements of the SARTSM, or specification provided by the Engineer. Similarly, order to ensure that the travelling public is kept fully informed and warned on matters relating to the accommodation to traffic, construction sign posting and the effect of the construction on the free flow of traffic through the site, the Engineer may arrange for advertising in the press and/or for other forms of publicity.

PSA 6

TOLERANCES

ADD THE FOLLOWING SUB-CLAUSE TO CLAUSE 6:

"PSA 6.4 USE OF TOLERANCES

No guarantee is given that the full specified tolerances will be available independently of each other, and the Contractor is cautioned that the liberal or full use of any one or more of the tolerances may deprive him of the full or any use of tolerances relating to other aspects of the work Except where the contrary is specified, or when clearly not applicable, all quantities for measurement and payment shall be determined from the 'authorised' dimensions. These are specified dimensions or those shown on the Drawings or, if changed, as finally prescribed by the Engineer, without any allowance for the specified tolerances. Except if otherwise specified, all measurements for determining quantities for payment will be based on the 'authorised' dimensions If the work is constructed in accordance with the 'authorised' dimensions plus or minus the tolerances allowed, the calculation of quantities will be based on the 'authorised' dimensions regardless of the actual dimensions to which the work has been constructed.

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

PSA 7 **TESTING**

PSA 7.1 **PRINCIPLES**

PSA 7.1.1 **Checking**

REPLACE THE LAST SENTENCE WITH THE FOLLOWING:

"The Contractor shall obtain the services of an independent testing laboratory at his own expense (refer to Clause 8 in Portion 1 of the Project Specifications) to carry out the checks prescribed in the various standardized specifications."

PSA 7.1.2 **Standard of finishes work not to specification**

REPLACE THE WORDS "Where the engineer's checks reveal ..." WITH "Where the checks by the approved laboratory reveal ..."

PSA 7.1 **APPROVED LABORATORIES**

REPLACE THE CONTENTS OF SUB-CLAUSE 7.2 WITH THE FOLLOWING:

"Unless otherwise specified in the relevant specification or elsewhere in the Project Specification, the following shall be deemed to be approved laboratories in which design work, or testing required in terms of a specification for the purposes of acceptance by the Engineer of the quality of materials used and/or workmanship achieved, may be carried out:

- a) Any testing laboratory certified by the South African National Accreditation Systems (SANAS) in respect of the nature and type of testing to be undertaken for the purposes of the Contract
- b) Any testing laboratory owned, managed or operated by the Employer or the Engineer;
- c) Any testing laboratory established and operated on the Site by or on behalf of the Employer or the Engineer.
- d) Any other laboratory that the Engineer approves in his absolute discretion."

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

PSA 8 MEASUREMENT AND PAYMENT

PSA 8.1 MEASUREMENT

PSA 8.1.1 Method of measurement, all sections of schedule

DELETE THE WORDS "and South West Africa".

PSA 8.1.2 Preliminary and General item or section

PSA 8.1.2.1 Contents

REPLACE THE LAST SENTENCE OF SUB-CLAUSE 8.1.2.1(b) WITH THE FOLLOWING:

"Separate items will be scheduled to cover the fixed, value-related and time-related components (If the Contractor's preliminary and general costs."

PSA 8.1.2.2 Tendered Sums

REPLACE THE CONTENTS OF THIS SUB-CLAUSE WITH THE FOLLOWING:

"Except only where specific provision is made in the Specifications and/or the Schedule of Quantities for separate compensation for any of these items, the Contractor's tendered sums under items PSA 8.3 and PSA 8.4 shall collectively cover all charges for:

- risks, costs and obligations in terms of the Conditions of Contract and of this standardized specification;
- head-office and site overheads and supervision;
- profit and financing costs;
- expenses of a general nature not specifically related to any item or items of the permanent or temporary work;
- providing such facilities on site as may be required by the Contractor for the

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

proper performance of the Contract and for its personnel, including, but without limitation, providing offices, storage facilities, workshops, ablutions, services such as water, electricity, sewage and rubbish disposal, access roads and all other facilities required, as well as for the maintenance and removal on completion of the works of these facilities and cleaning-up of the site of the Contractor's establishment and reinstatement to not less than its original condition, and

- providing the facilities for the Engineer and his staff as specified in the Contract and their removal from the site on completion of the Contract."

PSA 8.1 PAYMENT

PSA 8.2.1 Fixed-charge and value-related items

REPLACE THE CONTENTS OF SUB-CLAUSE 8.2.1 WITH THE FOLLOWING:

PSA 8.2.1.1 Fixed-charge items

"Payment of fixed charges in respect of item 8.3.1 will be made as following:

- a) EIGHTY PER CENT (80%) of the sum tendered will be paid when the facilities have been provided and approved;
- b) The remaining TWENTY PERCENT (20%) will be paid when the works have been completed, the facilities have been removed and the site of the Contractor's establishment has been cleared and cleaned to the satisfaction of the Engineer.

No adjustment will be made to the sum tendered in respect; of item 8.3.1 should the value of the works finally executed or the time for completion vary in any way from that specified in the tender.

PSA 8.2.1.2 Value-related items

Payment for the sum tendered under item 8.3.2 will be made in three separate instalments as follows:

- a) The first instalment, which is 40% of the sum, will be paid when

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

the Contractor has fulfilled all his obligations to date under this specification, the General Conditions of Contract and the Special Conditions of Contract, and when the value of work certified for payment, excluding materials on site and payments for preliminary and general items, is equal to not less than 5% of the total value of the work listed in the Schedule of Quantities.

- b) The second instalment, which is 40% of the sum, will be made when the amount certified for payment, including retention moneys but excluding this second instalment, exceeds 50% of the tender sum.
- c) The final payment, which is 20% of the sum, will be made when the works have been certified as completed and the Contractor has fulfilled all his obligations to date under this Specification, the General Conditions of Contract and the Special Conditions of Contract.

Should the value of the measured work finally completed be more or less than the tender sum the sum tendered under item 8.3.2 will be adjusted up or down in accordance with the provisions of **Clause 50** of the Conditions of Contract, and this adjustment will be applied to the third instalment

PSA 8.2.2 Time-related items

REPLACE THE CONTENTS OF SUB-CLAUSE 8.2.2 WITH THE FOLLOWING:

"Subject to the provisions of sub-clauses 8.2.3 and 8.2.4, payment under item 8.4.1 (time - related item) will be made monthly in equal amounts, calculated by dividing the sum tendered for the item by the tendered Contract period in months, provided always that the total of the monthly amounts so paid for the item is not out of proportion to the value of the progress of the works as a whole."

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

PSA 8.3 SCHEDULED FIXED-CHARGE AND VALUE-RELATED ITEMS

REPLACE THE CONTENTS OF SUB-CLAUSE 8.3.1 WITH THE FOLLOWING:

PSA 8.3.1 Fixed preliminary and general charges..... Unit: sum

The sums tendered shall include full compensation for all fixed-charge preliminary and general charges as described in sub-clause PSA 8.1.2.2. Payment will be made as described in sub- clause PSA 8.2.1.1

PSA 8.3.2 Value-related preliminary and general charges..... Unit: sum

The sums tendered shall include full compensation for all value-related preliminary and general charges as described in sub-clause PSA 8.1.2.2. Payment will be made as described in sub- clause PSA 8.2.1.2."

PSA 8.4 SCHEDULED TIME-RELATED ITEMS

REPLACE THE CONTENTS OF SUB-CLAUSE 8.4 WITH THE FOLLOWING:

PSA 8.4.1 Time-related preliminary and general charges..... Unit: sum

The sum tendered shall include full compensation for all time-related preliminary and general charges as described in sub-clause PSA 8.1.2.2. Payment will be made as described in sub- clause PSA 8.2.2."

PSA 8.5 SUMS STATED PROVISIONALLY BY THE ENGINEER

REPLACE THE CONTENTS OF SUB-CLAUSE 8.5 WITH TNE FOLLOWING:

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

PSA 8.5.1 **Works executed by the Contractor..... : Unit: Prov**
Sum

The Contractor will be reimbursed in substitution of the Provisional Sums (if any) allowed in the Schedule of Quantities for work to be executed by the Contractor, in the amounts determined in accordance with the provisions of Clause 45 of the Conditions of Contract."

PSA 8.6 **PRIME COST ITEMS**

REPLACE SUB-CLAUSE 8.6 WITH THE FOLLOWING:

PSA 8.6.1 **PRIME COST SUMS**

a) Description of item to which Prime Cost Sum applies..... Unit: PC Sum

b) Charge required by Contractor on sub item (a) above..... Unit: %

Subitems (a) and (b) will be provided in the Schedule of Quantities for each different item to which a Prime Cost Sum applies.

The Contractor shall be reimbursed under subitem(s) (a) in substitution of the respective Prime Cost Sums included in the Contract, the actual price(s) paid or payable by him in respect of the goods, materials or services supplied, but excluding any charges for the Contractor's labour, profit, carriage, establishment or other charges related to such goods, services or materials.

The Contractor shall be paid under subitem (b), the respective percentage, as stated by the Contractor in his tender, of the amount certified by the Engineer for payment under the related subitem (a). The percentages tendered by the Contractor for each respective subitem (b) included in the Schedule of Quantities shall be deemed to be in full and final compensation to the Contractor in respect of any charge by the Contractor for labour, carriage profit, establishment

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

and for any other charges related to the goods, services or materials supplied under the related subitem (a).

If the Contractor shall have omitted within his tender to insert a tendered percentage under Subitem (b), or tendered a zero percentage, the Contractor's tendered rate for subitem (b) shall be deemed to be zero and the Contractor shall not be entitled to any payment under subitem (b).

Note in connection with additional tests required by the Engineer:

When a PC sum is included in the Schedule of Quantities for additional tests required by the Engineer, the Contractor shall be responsible for both the cost of normal testing as described in sub-clause PS 8.2 in portion 1 of the Project Specifications and for the cost of any additional test that indicates that the specifications have not been complied with."

PSA 8.7 DAYWORK

REPLACE THE CONTENTS OF SUB-CLAUSE 8.7 WITH THE FOLLOWING:

"Measurement and payment shall be in accordance with the provisions of Sub-clause 37(2) of the Conditions of Contract."

PSA 8.10 COMPLIANCE WITH OHS ACT AND REGULATIONS

(INCLUDING THE CONSTRUCTION REGULATIONS 2015)..... Unit:

sum

The tendered sum shall include full compensation to the Contractor for compliance with all the requirements of the OHS Act and Regulations (including the Construction Regulation 2015) at all times for the full duration of the Contract, as described in PS 8.7 of Portion

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

1 of the Project Specifications. The successful tenderer shall provide the engineer with complete breakdown of this tendered sum.

This sum will be paid to the Contractor in equal monthly amounts subject to proper/substantial compliance."

PSA 8.11 SUPPLY, MAINTAIN AND DE-ESTABLISH OFFICE ACCOMMODATION, CARPORT FOR ENGINEER INCLUDING SITE MEETING VENUE AND CONTRACT NAMEBOARD AND MAINTAINING THE FACILITIES FOR THE DURATION OF THE CONTRACT PERIOD AS DEFINED IN CLAUSE C3.4.2.2..... Unit
sum

The sum tendered shall include full compensation for the cost of providing the facilities,

Including the provision of all services.

Payment will be made as follows:

- a) EIGHTY PER CENT (80% of the sum tendered will be paid when the facilities have been provided and approved;
- b) The remaining TWENTY PER CENT (20%) will be paid when the works have been completed, the facilities have been removed and the site of the Contractor's establishment has been cleared and cleaned to the satisfaction of the Engineer.

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

PSA 8.3.18 Final finishing and cleaning up of the site of the works.....

Unit: sum

The tendered sum shall include full compensation for the clearing, disposal of material, finishing, tidying and all other work required to finish and clean up the Site of the works and affected areas by removing excess earth, stones, boulders, debris and other waste material, by clearing storm water inlets and outlets and pipe barrels, by clearing the surfacing of all dirt, mud and foreign material, and by neatly finishing off all junctions, intersections and kerbing.

All material resulting from the finishing operations shall be disposed of to a spoil site furnished by the Contractor.

The tendered rate shall make provision for the reinstatement of existing driveways to their original condition where these have been affected by the works, as these items will not be measured and paid for separately.

PSA 8.3.19 Accommodation of Traffic

Accommodating traffic and re-use of temporary

traffic control facilities

Unit: month

"The tendered rate shall include full compensation for accommodating traffic and maintaining temporary deviations, including roads used as temporary deviations during construction

The tendered rate shall also include full compensation for the re-use, moving, transporting and re-erection of temporary road signs, barricades, as well as the dismantling and storing irrespective of the number of times such traffic control facilities need to be moved during the construction period. The tendered rate

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

shall include the temporary covering of road signs and shall include all labour cost including flagmen"

PSAB ENGINEER'S OFFICE

PSAB 3 MARERIALS

PSAB 3.1 NAMEBOARDS

REPLACE THE FIRST SENTENCE OF SUB – CLAUSE 3.1 OF SABS 1200AB WITH THE FOLLOWING:

The Contractor shall supply and erect at locations approved by the Engineer, the number of contract name boards specified in Portion 1 of the project specification, which, unless otherwise specified in the Contract, shall comply with the recommendations for the standard board of the South African Association of Consulting Engineers, with regards to size, painting, decoration and detail, and the requirements described hereunder.

PSAB 3.2 OFFICE BUILDING(S)

REPALCE THE WORDS: "as scheduled" IN PARANTHESIS IN THE FIRST LINE OF SUB – CLAUSE 3.2 OF SABS 1200AB WIITH: "as specified in Portion 1 of Project Specifications";

AND REPLACE SUB – CLAUSE 3.2(j) OF SABS 1200AB WITH THE FOLLOWING:

"(j) a heater and fan or air-conditioning unit capable of both heating in summer and cooling in winter".

PSAB 3.3 CAR – PORT

The Contractor shall construct the number of car – ports specified in Portion 1 of Project Specifications, for the sole use of the Engineer and his Staff, Each

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

car – port shall be constructed so that the vehicle parked under it is always protected against the direct rays of the sun. The car – port area shall be at least 20m² and the floor shall be covered with a layer of crushed stone to alleviate dusty and muddy conditions. The car – port(s) shall be positioned so the as to provide easy and convenient access to the Engineer’s office.”

PSAB 4 PLANT

PSAB 4.1 TELEPHONE

REPLACE SUB-CLAUSE 4.1 OF SABS 122AB WITH THE FOLLOWING:

“The Contractor shall, subject to the availability from Telkom, at its own cost arrange for the provision in the Engineer’s Office(s), of a telephone service, independent of the Contractor’s telephone service, with the number of exchange lines and extensions specified in Portion 1 of Project Specifications. The telephone service shall be available for use by the Engineer and his personnel all the time.

Subject to satisfactory transmission and reception quality in the vicinity of the Site, the Contract shall further provide the number of cellular telephones and associated service contracts from a reputable cellular service provider, as specified in Portion 1 of the Project Specifications, for the exclusive use of the engineer and his staff. The Contractor shall further insure the cellular phones against loss or damage from whatever cause arising, and shall ensure that all cellular phone accounts are promptly paid on the due dates for payment. The Contractor shall further, at its own cost, ensure the prompt repair of all cellular phones provided under this clause, when reasonably required by the Engineer.”

1200AB: ADD THE FOLLOWING NEW SUB-CLAUSES TO CLAUSE 4 OF SABS

PSAB 4.4 SURVEY AND EQUIPMENT

The Contractor shall provide on-site and make available for the exclusive use of the Engineer and his staff, the survey equipment listed in Portion 1 of the Project Specifications.

BLOUBERG LOCAL MUNICIPALITY**CONTRACT No. BM01/21/22****FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY**

All survey equipment provided by the Contractor shall be in good condition, properly calibrated and fit for the purpose.

In addition to survey equipment provided by the Contractor for the exclusive use of the Engineer and his staff, the Contractor shall make available for use by the Engineer, the further survey equipment listed in Portion 1 of the Project Specifications, at all times when such is reasonably required by the Engineer and his staff for the purposes of the Contract.

PSAB 5 CONSTRUCTION**PSAB 5.4 TELEPHONE**

REPLACE THE CONTENTS OF SUB-CLAUSE 5.4 OF SABS 1200AB WITH THE FOLLOWING:

PSAB 5.4 Cellular Telephones

The Contractor shall advise the cellular service provider of any faults which develop in the cellular telephone service and/or the cellular telephone handsets and shall, in such circumstances, arrange for the earliest possible restoration of the said service.

The costs of any necessary repairs and/or the replacement of components to the handsets of the cellular telephones shall be for the Contractor's account.

The Contractor shall ensure that all accounts for cellular phone calls and the respective service contracts are promptly paid. The Contractor shall, on production of an itemised statement, be reimbursed only the cost of the Engineer's cellular telephone calls."

All survey equipment provided by the Contractor shall be kept fully serviceable at all times by the Contractor. The Contractor shall have any defective equipment repaired or replaced at its own cost within 12 hours after notification by the Engineer's staff.

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

Where required by the Engineer, the Contractor shall at its own cost, promptly arrange for the re-calibration of survey equipment provided.

BLOUBERG LOCAL MUNICIPALITY**CONTRACT No. BM01/21/22****FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY****PSC SITE CLEARANCE****PSC 3 MATERIALS****PSC 3.1 DISPOSAL OF MATERIAL**

ADD THE FOLLOWING:

"The Contractor shall obtain his own dumping sites for the disposal of material and all transport costs shall be included in the rates tendered for site clearance."

"The Contractor shall obtain his own dumping sites for the disposal of material and all transport costs shall be included in the rates tendered for site clearance."

PSC 5 CONSTRUCTION**PSC 5.1 AREAS TO BE CLEARED AND GRUBBED**

ADD THE FOLLOWING:

"Pipeline routes shall be cleared to a distance of 1,5 m on both sides of the pipeline Centre line. Route pegs or markers shall not be destroyed or damaged during clearing operations,"

PSC 5.2 CUTTING OF TREES**PSC 5.2.3 Preservation of trees****PSC 5.2.3.2 Individual trees**

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

REPLACE THE LAST SENTENCE WITH THE FOLLOWING:

"An amount of R100.00 will be deducted from moneys due to the Contractor as a penalty for every tree that is damaged or removed unnecessarily."

PSC 5.5 RECLEARING OF VEGETATION

ADD THE FOLLOWING:

"When areas have to be re-cleared on the written instructions of the Engineer, such re-clearing shall be carried out at the Contractor's own cost and the Contractor is therefore advised not to clear the areas too soon."

PSC 8 MEASURENT AND PAYMENT

PSC 8.2 PAYMENT

PSC 8.2.1 Clear and grub

REPLACE THE FIRST LINE WITH THE FOLLOWING:

"The area designated by the Engineer to be cleared and grubbed will be measured in square metre to the nearest square metre or,

ADD THE FOLLOWING ITEMS IN SUBCLAUSE 8.2:

**PSC 8.2.11 Take down and re – erect existing fences.....Unit:
m**

The rate shall cover the cost of taking down the fences, coiling wire, sorting, stacking and guarding all materials, the cost of loading, transporting and off-loading such materials, the. Cost of re-erecting the fence in such position as indicated by the Engineer using the dismantled material, the cost of temporary bracing of the fencing

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

sections not taken down and the cost of appurtenant materials that may be required to restore the fence to its original condition before dismantling.

PSC 8.2.11 Removal topsoil to spoil to site furnished by Contractor.....Unit: m³

The tendered rate shall include full compensation for removing topsoil to a depth of 150 mm and for loading and transporting the material to spoil sites furnished by the Contractor."

BLOUBERG LOCAL MUNICIPALITY**CONTRACT No. BM01/21/22****FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY****PSD EARTHWORKS****PSD 8 MEASUREMENT AND PAYMENT****PSD 8.3 SCHEDULED ITEMS****PSD 8.3.1 Site Preparation**

REPLACE SUB-CLAUSES 8.3.1.1 AND 8.3.1.2 WITH THE FOLLOWING:

"Where Site preparation such as clearing, grubbing, the removal of large trees or the removal stockpiling of topsoil is required, the provisions and scheduled items of SABS 1200 C shall apply."

PSD 8.3.2 Bulk Excavation

REPLACE THIS ITEM WITH THE FOLLOWING:

"8.3.2.1 Excavate in all materials and use for embankment or backfill as ordered, from:

- a) Necessary excavation..... Unit : m³
- b) Designated Borrow pits..... Unit : m³
- c) Commercial Sources Unit : m³

The unit of measurement shall be the cubic metre measured in place in accordance with Sub-clause 8.2 of SABS 12000.

Separate items will be scheduled for embankments and backfills for different parts of the works.

The tendered rates shall cover the cost of complying with all the precautions required in terms of Sub-clause 5.1 of SABS 12000 (as amended), in addition to the cost of excavating in all materials, basic selection, loading, transporting within the applicable free haul

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

distance, off-loading, spreading or backfilling, watering, compacting, final grading, complying with the requirements of for tolerances, providing for testing, finishing and tidying, all in accordance with the specifications.

In addition to the foregoing, the tendered rate for sub-item (b) shall, further include for the costs of royalties (if applicable), whilst the tendered rate for sub-item (c) shall also include for the costs of finding a source of suitable material, for making arrangements with the owner of the source, for procuring the material, for the payment of all requisite royalties, charges or damages, and for transporting the material to the Site regardless of the distance involved. No payment will be made for the removal of overburden or stockpiling at the commercial source and no extra over payment shall apply for excavating in intermediate, hard or boulder material."

**"8.3.2.2 Excavate in all materials and dispose
.....Unit: m³**

The unit of measurement shall be the cubic metre of material excavated, measured in place in accordance with Sub-clause 8.2 of SABS 12000.

Separate items may be scheduled for excavations for different parts of the Works.

The tendered rates shall cover the cost of complying with all the precautions required in terms of Sub-clause 5.1 of SABS 12000 (as amended), in addition to the cost of excavation, basic selection, loading, transporting within the applicable free haul distance, off-loading at the spoil site, maintaining and finishing the spoil site, all in accordance with the specifications.

"8.3.2.3 Extra-over items 8.3.2.1(a), 8.3.2.1(b) and 8.3.2.2 for

- a) Intermediate excavation.....Unit: m³
- b) Hard rock.....Unit: m³
- c) Boulder excavation, Class A.....Unit: m³
- d) Boulder excavation, Class B.....Unit: m³

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

The rate shall cover the additional cost of the operations enumerated in Sub-clauses 8.3.2.1 and 8.3.2.2 above for any portion of the excavation that is classified as intermediate, hard rock, boulder excavation class A or boulder excavation class B as applicable. (See Drawing 0-2)."

PSD 8.3.2 Restricted excavation

REPLACE THE WORDS "in 1 m increments" AT THE END OF THE FIRST SENTENCE OF

SUB-ITEM (a) WITH "in the increments indicated in the Schedule of Quantities".

REPLACE "in 5.2.2: i - 5.2.2.3 (inclusive)" AT THE END OF SUB-CLAUSE (a) WITH "in Sub-

Clauses 5.2.2.1 to 5.2.2.5. Cinclusive)".

PSD 8.3.4 Importing of Material

DELETE SUB-ITEM (a) OF 8.3.4.

PSD 8.3.4 Overhaul

ADD THE FOLLOWING:

"No overhaul shall apply to material from commercial sources or to material disposed of on sites provided by the Contractor or disposed by other means employed by the Contractor."

PSD 8.3.8 Existing Services

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

PSD 8.3.8 Location

REPLACE ITEM 8.3.8.1 WITH THE FOLLOWING:

"8.3.8.1 Hand Excavation for Locating and Exposing Existing Services:

a) In roadways..... Unit :
m³

b) In all other areas..... Unit :
m³

The unit of measurement shall be the cubic metre of material excavated, measured in place according to the authorised or actual dimensions of the excavation, whichever is the lesser.

The tendered rates shall cover the cost of excavating in all materials by means of hand tools within authorised dimensions and at locations approved by the Engineer in accordance with the requirements of Sub-clause PSA 5.4.1, for all precautionary measures necessary to protect the services from damage during excavation and backfilling, and for subsequent backfilling and compacting. Compaction of material in all areas except in roadways shall be to 90% of the modified AASHTO density.

The tendered rate for hand excavation in roadways shall include compensation for compacting excavated or selected backfill material to 93% of modified AASHTO density. Reinstating layerworks and surfacing shall be measured and paid for in terms of SABS 120008.

The tendered rates shall also include for keeping excavations safe, for dealing with surface and subsurface water, for removing surplus excavated material from the Site, for transporting all material within the free-haul distance, and for supplying adequate supervision during both excavation and backfilling operations. Overhaul, if applicable, will be measured and paid for in terms of SABS 120008."

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

PSDM **EARTHWORKS (ROADS, SUBGRADE)**

PSDM 3 **MATERIALS**

PSDM 3.2 **CLASSIFICATION FOR PLACING PURPOSE**

PSDM 3.2.3 **Selected Layer**

REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:

"The following requirements shall apply in respect of the selected layer:

a) Maximum particle size: 60% of compacted layer thickness

b) Unstabilised selected layer

i) Upper selected layer

Minimum CBR at 93% of modified AASHTO density: 15

Maximum PI: 12 (the Engineer has the right to alter this requirement to 3 x the grading modulus + 10)

ii) Lower selected layer

Minimum CBR at 90% of modified AASHTO density: 7

Maximum PI: 12 (the Engineer has the right to alter this requirement to 3 x the Grading modulus + 10)

c) Stabilised selected layer

Minimum grading modulus of natural material: 0,75

UCS of stabilised material 300 kPa - 500 kPa at 93% of modified AASHTO density Maximum

PI for stabilised material: 10"

PSDM 5 **CONSTRUCTION**

PSDM 5.2 **METHODS AND PROCEDURES**

PSDM 5.2.2 **Cut and Borrow**

PSDM 5.2.2.2 **Use of material**

ADD THE FOLLOWING PARAGRAPH:

BLOUBERG LOCAL MUNICIPALITY**CONTRACT No. BM01/21/22****FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY**

"(e) Commercial sources

The provisions of Subclause PSD 5.2.2.5 of SABS 1200 D as amended shall apply."

PSDM 5.2.3 Treatment of the road-bed**PSDM 5.2.3.2 Removal of unsuitable ground**

REPLACE THE SECOND SENTENCE OF PARAGRAPH (a) WITH THE FOLLOWING:

"The excavated spaces shall then be backfilled with approved imported material compacted to the required density."

ADD THE FOLLOWING SENTENCE TO PARAGRAPH (b):

"Unsuitable excavated material will be paid for as cut to spoil."

PSDM 5.2.3.3 Treatment of road-bed

ADD THE FOLLOWING PARAGRAPH:

"(c) Three-pass roller compaction

Any portion of the roadbed that is shown on the drawings or is specified or is directed by the Engineer to be given three-pass roller compaction because of its inadequate natural density, shall be prepared by shaping where necessary and compacting With a roller, complying with the requirements specified below.

Compaction shall comprise three complete coverages by the wheels of the specified roller over every portion of the area that is being compacted. While it is not the intention that the Contractor should apply water to the roadbed for this type of compaction, and while no rigid moisture control will be exercised during compaction, the Contractor shall nevertheless satisfy the Engineer that everything is being done to take full advantage of favourable soil moisture conditions during the rainy season, and that such compaction is as far as possible carried out when the roadbed is neither excessively dry nor excessively wet.

BLOUBERG LOCAL MUNICIPALITY**CONTRACT No. BM01/21/22****FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY**

The Engineer has the authority to decide when conditions are favourable for compaction and where such compaction is to be carried out at any particular time and he has the right to instruct the Contractor to water the roadbed at the Contractor's expense when, in the opinion of the Engineer, the Contractor failed, neglected or refused to comply with these requirements.

The rollers to be used for roller-pass compaction shall conform to the following requirements:

Grid roller: The grid roller shall have a mass of not less than 13, 5 t when ballasted, shall be loaded to this mass if required, and shall be moved at a speed of not less than 12 km/h.

Vibratory roller: The vibratory roller shall be capable of exerting a combined static and dynamic force of not less than 120 KN/m width for every metre of loose-layer thickness at an operating frequency not exceeding 25 Hz and shall move at a speed not exceeding 4 km/h."

PSDM 5.2.4 FILL**PSDM 5.2.4.3 Finishing**e) Topsoiling

REPLACE THE SECOND SENTENCE WITH THE FOLLOWING:

"The thickness of the topsoil shall be as directed by the Engineer."

PSDM 5.2.5 Selected Layer

REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

"Except with regard to density, the requirements of Subclause 5.2.4 shall apply. The degree of ."
compaction shall be:

Selected* : 93% of modified AASHTO density

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

The standardized specification for Civil Engineering Construction of the African Bureau of standardized shall apply throughout in respect of this in addition to the addition and saving the exceptions set out below:

A copy of the said specification shall be furnished by the contractor and shall be kept on the site.

PROJECT SPECIFICATION

1. Applicable standardized and particular specification

For the purposes of this contract the following standardized specification shall apply

SANS 122\00 G: CONCRETE (STRUCTURAL)

Depending on the engineers prescribed design and/or method of construction or deviation therefrom by the contractor with written approval of the engineers, one or more of the following specification, each of which is Golden Rewards specification, shall apply.

SPECIFICATION FOR PRECAST CONCRETE

SPECIFICATION FOR PILING

SPECIFICATION FOR PRESTRESSED CONCRETE

SPECIFICATION FOR FORMWORK

The contractor will be furnished with the above specifications that are applicable.

2. The reinforcing steel shall be inspected by the engineer after the. Fixing of steel, the cleaning of shuttering and the positioning of the spacer blocks have been completed, prior to concrete casting.
3. All beams, bands and slabs shall have the following amber, unless otherwise shown on the drawings:
 Cantilever : span ÷ 200
 Other span : span ÷ 500

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

4. Should a requirement of the project specification be inconsistent with requirement of the said standardized specification, the requirement of the project specification shall precedence.

5. Add the following to the relevant Sub-clauses of the said SANS specification 1200 G:

5.1 EXPLANATION OF TERMS

Precast concrete (2.4)

Concrete components of the general quality describe in this specification, which have been cast and cured either elsewhere of or on the site and placed in position to form an integral part of the structure

5.2 MATERIAL

5.2.1 Alternative type of cement (3.2.2)

Replace the contents of the Sub-clause with the following:

"Only GEM I 42, 5 (Portland cement) or GEM 11/A-V 42,5 (Portland fly Ash cement) or GEM 11/A-S 42,5 (Portland slag cement) or GEM 11/B-S 42,5 (Portland slag cement) according to SANS 50197-1 (SABS ENV - 197-1), may be used. The cement may consist of more than 20% siliceous fly ash or 30% granulated blast furnace slag, blended with the OPC (Ordinary Portland Cement). Should the contractor wish to use any other type of cement he shall obtain the engineer's prior written approval (see page 8.1.2.3 and 8.1.3.3)".

5.2.2 Storage cement (3.2.3)

Cement shall not be kept in storage chloride for more than 12 weeks without the engineer's permission.

5.2.3 Storage of aggregates (3.4.3)

Where aggregate of differing chloride content are stockpiled on the site, strict control shall be exercised over their used for differing classes of concrete.

5.3 FIXING

Welding of reinforcement is not permitted.

5.4 DURABILITY

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

The exposure conditions for concrete are classified as "moderate" add the following values to table 5:

"The maximum water/cement ratio for moderate sections, general reinforce concrete, exterior portions of mass concrete, as well as for internal concrete in the buildings under conditions of moderate exposure, is 0,67

The maximum water/cement ratio for concrete slabs on the ground under very severe conditions, is 0, 45 notwithstanding the aforementioned, the cement slabs on the Ground under no circumstances be less than:

Structure concrete of 25 MPa surfaces	-265 kg/m ³	Exposed concrete, trafficable
and Surfaced bends	-280 kg/m ³	

5.5 STRENGTH CONCRETE (5.5.1.7)

The production of concrete at central production site is permitted. The shrinkage of concrete to be cast in floor systems, shall not exceed 0, 02 tested as per SABS 1085. Three tests shall be conducted on the mix design to confirm compliance. Test result shall be made available before the concrete is used on site.

5.6 Holes, chases and fixing blocks (5.3)

Fixing blocks and fixture may be embedded in concrete, provided that its strength or any other desirable features (such as the appearance of the member) is not, in the opinion of the engineer, impaired thereby.

5.7 PERMISSIBLE DEVIATIONS (5.3)

Degree of Accuracy II shall apply, except for precast work and off-shutter exposed concrete surfaces where degree of Accuracy shall apply. Each specified permissible deviation shall be binding by itself. No cumulative effect of permissible deviations will be considered. Replace clause 6.2.3-d5 with the following

BLOUBERG LOCAL MUNICIPALITY**CONTRACT No. BM01/21/22****FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY**

Permissible deviation		
Degree of accuracy		
III	II	I
mm	mm	mm
5	3	2
50	30	10

Vertically,
per meter
height
Subject to
a
maximum
of

None of the prescribed permissible deviation will be deemed as permission for violating the legal boundaries of properties by any part of a structure.

(The above permissible deviation also applies to slip-form concrete, unless another set of permissible deviation has been accepted in writing by the Engineer beforehand. Such amended permissible deviations shall clearly make provision for interfaces between structures erected with the aid of slip-form concrete and those erected with aid of conventional concrete.

The maximum permission deviation from a 3 m long straight line connecting two points on surface of a finished floor, is 5 mm.

5.8 ACCEPTANCE CRITERIA FOR STRENGTH CONCRETE (7.3)

Test results obtained by a ready - mixed concrete production plant as part of its quality control system are not acceptable for evaluation purposes in terms of Sub-clause 7.3. but test samples shall be taken from ready - mixed concrete on location.

5.9 REMOVAL OF FORMWORK (5.2.5)

The Contractor shall make provision for the continued support of beams and slabs while the form work is being removed and/or for back-propping of beams, slabs, etc. The propping may be required simultaneously on more than one level directly underneath one another. The requirements for continuous propping and/or back

BLOUBERG LOCAL MUNICIPALITY**CONTRACT No. BM01/21/22****FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY**

propping shall be calculated to a theoretical model that is acceptable to the engineer, and details shall be submitted for the engineer's approval. Data required for such calculation, e.g. design loads and structure dimensions, will be supplied by the engineer on request.

5.10 CURING AND PROTECTION

Should a curing compound be allowed by the Engineer then it shall 5.5.8

Be a resin based curing compound. Curing of columns, shaft and walls be done by either retaining the form work from the required period of time or covering with plastic sheeting. On lesser shafts and walls the Engineer may allow compound for curing.

6. MEASURING AND PAYMENT

This section shall be deleted.

SPECIFICATION FOR SMOOTH SUFACED AND EXPOSED-AGGREGATE SURFACE FINISHES**1. SCOPE**

This specification two classes of the concrete surface finishes a smooth surface finish and an exposed-aggregate surface finish.

2. FORMWORK

All formwork for the two types of surface finishes shall be new and free from any matter, indentions and warps that will impart irregularities to the concrete surface.

Except for round columns, where steel form may be used, all formwork shall be in timber panels and boards. No differential movement between adjacent panels will be allowed.

Exposed-aggregate concrete requires quality form workmanship. Formwork must withstand the greater vibration normally associated with placing exposed-aggregate concrete.

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

Forms must be tight and accurately aligned at butt joints, since the slightly misalignment at form joints may be visible in the expose surface showing up under certain lighting and shadow condition.

The joints in formwork must be sealed or caulked to prevent the leakage of water and fines. A thin plastic adhesive tape is preferred. If joints are not sealed, a dark line will appear on the finished surface.

An important consideration in cast-in-site expose concrete is the treatment form ties to prevent the rusting of the ties and subsequent staining of the wall. Form ties can be of the type that is withdrawn from concrete or has plastic cones so that ties will break off no closer than 40 mm to the surface of the concrete to leave a hole not larger than 20 mm in diameter. Tie-rod holes may be left exposed in carefully predetermined patterns to eliminate patching (if stainless-steel ties are used), or must patch immediately after the stripping of the forms.

The stripping the time formwork depends on several factors, such as safety the resulting effect on the concrete, and the most favourable time for exposing aggregate by way of a particular exposure technique.

3. TOLERANCE

Surface regularity relates to the shape of the surface with reference to a 3 m straight-edge (or a template in the case of curved surface) placed on the surface.

The tolerance on surface regularity is expressed as a distance by which the surface tested may deviate form a straight or template held against the surface.

The tolerance regularity is expressed as a distance by which tested may deviate from a straight-edge or template held against the surface.

For the purpose of this specification, the distance shall not exceed 2 mm, unless otherwise allowed by the engineer.

4. SMOOTH SURFACE FINISHING

This surface finish shall be smooth and without blemish or discoloration. All projection shall be removed, irregularities and the surface rubbed or treated to give a smooth of uniform texture, appearance and colour.

BLOUBERG LOCAL MUNICIPALITY**CONTRACT No. BM01/21/22****FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY**a) General

Any remedial treatment to surfaces shall be agreed on with the engineer following inspection immediately after removal of formwork and shall be carried out without delay. No surface may be treated before inspection by the engineer.

b) Repairs

Small areas of honeycombing or other impactions, as well as isolated surface air and water bubbles, shall be filled in with a mortar consisting of the cement-and-sand portion of the concrete mix used.

For the repair of large or deep of honeycombing, special methods technique, such as pneumatically applied mortar, pressure grouting, epoxy bonding agents, etc., may be used as agreed on by the engineer

All patched and repairs shall be kept continuously wet for at least 5 days.

c) Rubbing of surfaces

If the finishing of expose surfaces does not comply with the requirements for the uniformity of texture and appearance, the contractor shall, when instructed to do so by the engineer, rub down the exposed surfaces of the entire structure of any part therefore as specified below, entire at his own cost. Before rubbing; all repairs must be completed.

The surface shall be saturated with water for at least one hour. Initial rubbing be carried out with a medium coarse carborundum stone, using a small amount of mortar on the face, in the portion specified in (b) above. Rubbing shall be continued until all form marks, projections and irregularities ha<'e been removed and a uniform surface has been obtained.

The paste produced by the rubbing shall be kept in place. The final rubbing shall be carried out with a fine carborundum stone and water. This rubbing shall continue until the entire surface is of a smooth, even texture and

BLOUBERG LOCAL MUNICIPALITY**CONTRACT No. BM01/21/22****FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY**

uniform in colour. Thereafter the surface shall be washed with water and brushed to remove surplus paste and powder.

5. EXPOSED-AGGREGATE SURFACE FINISH**a) AGGREGATES**

All course and fine aggregate required for the production of concrete with an exposed-aggregate surface shall be on the site before concreting commences. Both the stockpiles of course and the aggregate shall be individually mixed to obtain, stockpiles that are of uniform colour throughout.

Coarse aggregate shall be of a nominal size of 20 mm. The type of rock from which it is delivered will be specified in the bill of quantities.

b) Mixing concrete

Expose-aggregate concrete requires good mixing, which should continue for at least one minute after all material have been charged to the mixer. Uniform of mixing time should be carefully controlled from batch to obtain uniform of colour.

c) Casting and placing the concrete

Segregation must be prevented by restricting the slump to the lowest value consistent with good consolidation. The slump value of the concrete should not exceed 75 mm.

Low-slump concrete does not flow readily down a chute, and construction methods should allow the concrete to be dropped vertically in all handling operations, since the mixes can be dropped for consideration distances without segregation.

Once in the forms, the concrete can be consolidate easily by means of internal vibration but requires ample vibration to ensure proper compaction and the elimination of honeycomb areas. The concrete should be place in lifts not exceeding 500 mm, with the vibrator inserted each lift at intervals not exceeding 500 mm in any direction. Vibrators should be placed in the concrete rapidly to penetrate approximately 75 mm of the previous layer, and withdrawn slowly, this will minimize the occurrence of air being entrapped between the

BLOUBERG LOCAL MUNICIPALITY**CONTRACT No. BM01/21/22****FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY**

concrete and the form, and it will blend to the two layers. Insufficient vibration rather than over over-vibration more often than not causes problems. The forms should therefore be designed to withstand longer period of high-frequency vibration.

Vibrators should not be used closer than 75 mm from the formed surface which is to be exposed. Within this limit of time the coarse aggregate will be driven away from the form face and will cause a mortar line on the visible surface. A smaller-diameter vibrator should be used in thin sections.

d) Curing concrete

The concrete shall be cured by established standard procedures.

e) Exposing of aggregate

The use of surface retarders is not recommended for vertical casting. It is difficult to obtain an even effect. Deep elements cast vertically require particular care to prevent over-retarded areas from forming at the bottom and under-retarded areas at the top. The concrete can be brushed against the formwork during and carry the retarder with it to the bottom. One solution is to place sheeting over the form and withdraw it as the level of the concrete rises. Also, the bleed water may carry the retarder to the top or in small channels along the surface.

If forms are exposed to sunlight too long before placing, retarder action may be nullified and large under-retarder areas may result. The same could happen if rain falls on forms treated with a retarder prior to the concrete being placed.

The retarder should be dry before concrete is placed,

The simplest and perhaps the most inexpensive of exposing aggregates are by washing and brushing the surface. If the operation is done before the concrete has gained much strength, it will not be necessary to use a surface retarder. A stiff brush together with flushing with water is all that is needed.

Plastic-bristle brushes are preferred because they will not soften in water. Wire brushes may be required occasionally for particularly stubborn areas.

BLOUBERG LOCAL MUNICIPALITY**CONTRACT No. BM01/21/22****FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY**f) Patching of damaged surfaces

It is easier to patch exposed aggregate than plain Smooth concrete elements. First, the damage area should be chipped out and cut back to depth slightly deeper than maximum size of the exposed aggregate (i.e. go down 25 mm for 20 mm aggregate).

The sides of the hole should be at right angle to the surface. No undercutting is necessary. Then the area must be soaked with Water to ensure a good bond of the patch. The use of a scrubbing brush with this operation is good practice. (If a bonding agent is used, the area must be left dry).

After the patching area is well soaked without any water being present, a mixture of cement and water the consistency of a thick paint must be brushed in. The damage area now is ready to receive the patching mix must be brushed.

The patching concrete contains the same materials as those used in the concrete, minus the coarse aggregate. If the matrix was made with grey cement, a small amount of white cement or silica flour must normally be added to the patching mix because the lower water-cement ratio of the patch causes it to dry darker than the original concrete. The amount of white material to be added varies, but about 25% is average.

Trial mixes are essential for determining exact quantities. These mixes should be allowed to age 7 to 14 days before final judgment. Small sample panels (300mm square) should be cast during production and later broken for use as guides in matching mix colour. The patching mix must be stiff, but not so stiff that expose aggregates cannot be pressed into it.

The patching mix should be compacted into the hole immediately after the neat cement slurry coat has been applied, or has been applied, or if a bonding agent is used, any time during the agent's period of tackiness. The mix should be vigorously hand-tamped, and then struck off level with the surrounding matrix.

g) Cleaning of surfaces

BLOUBERG LOCAL MUNICIPALITY**CONTRACT No. BM01/21/22****FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY**

Exposed aggregates can be cleaned after at least one week's delay by being washed with 5% to 10% concentration of hydrochloric acid, which removes the dull cement film which has remained as a result of some exposure techniques, especially the washing and brushing. The acid is normally applied to prewetted surface by brush, but it can also be sprayed.

The surface is wetted to reduce acid penetration. All traces of acid should be removed, as soon as possible before panel dries, by flushing with plenty of clean water. The best procedure is to use two men, one applying acid while the other one hoses down the surface.

6. TRIAL SURFACE

The contractor shall construction trial structure as columns as beams with smooth surfaces and walls with exposed-aggregate surface to serve as samples for subsequent work.

Such trial structure and their surfaces shall be approved by the Architect before any permanent structure may be constructed.

The number and size of each type of structure will be specified in the bill of quantity.

SPECIFICATION FOR CONCRETE SCREED**1. PREPARATION OF EXISTING SLAB**

All laitance on the surface of the slab must be removed completely. Mechanized plant such as scrabbles or blasters must be used.

BLOUBERG LOCAL MUNICIPALITY**CONTRACT No. BM01/21/22****FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY**

After the mechanical cleaning of slab surface expose the course aggregate, all dust debris must be removed, and the surface must thoroughly wetted and kept wet for at least 12 hours before application of the screed.

2. CONCRETE SCREED

Only GEM I 1 42, 5 (Portland cement) or GEM 11/A-V 42, 5 (Portland fly ash cement) or GEM 11/A-S 42, 5 (Portland slag cement) or GEM 11/B-S 42, 5 (Portland slag cement) according to SANS 50197-1 9(SABS ENV 197-1), may be used. The cement may not consist of more than 20% siliceous fly ash or 30% granulated blast furnace slag, blended with the OPC (Ordinary Portland Cement).

Course aggregate maximum size : 10mm

28 – day cube strength : 35 MPa.

The use of an approved plasticizer is recommended the water content of the mix to the absolute workable minimum.

The mix design must be submitted to the engineer for approval

3. APPLICABLE OF CONCRETE SCREED

Remove all surface water from slab. Apply a grout to the slab surface which consist of a 1:1 mix of cement and clean fine sand with just enough water to provide the consistency of as slurry.

The grout is to be vigorously brushed into the scabbled with brooms. On completion of this operation, the surplus grout must be brushed off to leave only a thin coating.

The screed must be placed while the grout is still visibly wet.

The screed must be paid and compacted in one layer. Care must be taken to obtain the maximum compaction of the concrete screed.

4. FINISHING WITH MECHANICAL TROWEL

Power floating should not commence until such time as the concrete has lost its sheen and barely shows footprints.

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

All laitance on the surface of the fresh concrete screed resulting from the compaction of concrete prior to mechanical toweling. Over-toweling, causing an excessive cement-water paste to the surface, must be strictly avoided.

5. CURING

Curing should commence as soon as finishing operations have completed and should be continue for at least 7 days. The methods of curing must be approved by the engineer.

6. JOINTS

The concrete screed should be divided into panels by joints approximately 3 m apart. The length: width ratio of the panels should be limited to 1, 5:1.

The joints should be formed by cutting grooves 3mm wide by 25mm deep into screed. These joints must be aligned to the structure slabs or the slabs on fill, and must be cut within 8 hours of placing the screed.

PSH

STRUCTURAL STEEL

All structural steel in this Contract shall be carried out accordance with SABS 1200H and 1200HC, save as may be amended or added to in this addendum to Variations to the Standardized Specification

PSH1

MATERIALS

PSH1.1

STRUCTURAL STEEL (Clause 3.1)

Steel grade shall be 300 W

PSH1.2

TUBULAR STEEL

Tubule steel shall comply with the relevant requirements of BS 5848, Hot-rolled Structural Steel Sections, and Part 2: hollow Sections and BS 6363, Welded Cold-formed Steel Structural Hollow Sections

PSH2

CONSTRUCTION (Clause 5)

PSH2.1

Drawings and shop details (Clause 5.1.3)

The Engineer will provide shop details

BLOUBERG LOCAL MUNICIPALITY**CONTRACT No. BM01/21/22****FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY****PSH3 FABRICATION (Clause 5.2)****PSH3.1 CUTTING (Clause 5.3)**

Manual flame cutting of steelwork will not be permitted by the Engineer.

No oxy-acetylene or gas cutting will be permitted on site without the Engineer's approval.

Manual flame cutting and oxy-acetylene or gas cutting on site shall be caused for rejection of relevant steel elements.

Edges of machines flame-out plates shall be dressed to remove notches and burns.

PSH3.2 HOLES FOR FASTENERS (Clause 5.2.4)**PSH3.2 (Sub-clause 5.2.4.3)**

Holes for holding-down bolts shall not be flame-out

PSH 4 ASSEMBLY (Clause 5.3)**PSH 4.1 Welding (Clause 5.3.4)**

Welding shall be in accordance with the relevant recommendations of SABS 0162 BS5135 and AWS 01.1-81

Welding shall be minimum grade B welding.

The qualification of welders shall be in accordance with the relevant clauses of the above standards, and specifically SABS 044 part III and shall be grade 1 welders. Grade 2 welders will be permitted only with the Engineer written approval.

The Contractor shall provide evidence, acceptable to the Engineer, that welding procedures and welders have been tested in accordance with the requirements of AWS 01.1-81

No welding shall be permitted on site without the express approval of the Engineer, with the exception of these details shown on the drawings a Site

PSH 4.2 MARKING (Clause 5.3.8)

BLOUBERG LOCAL MUNICIPALITY**CONTRACT No. BM01/21/22****FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY**

Erection on site shall not, under any circumstances be done by welding. The system of marking shall be Engineer approval.

PSH 4.3 PROTECTIVE TREATMENT (Sub-Clause 5.3.9)

No painting on site shall be carried out in inclement weather, or when humidity or frost is liable to cause wet or damp conditions on the surfaces to be painted.

PSH 4.3.1 WIRE BRUSHING

Steelwork after fabrication shall be wire-brushing to remove all rust, mill-scale and any other deleterious elements.

Within 4 h after completion of wire-brushing, one coat of re-oxide primer shall be applied to the relevant steelwork to provide a dry film of thickness between 25 and 30 µm. The primer shall be applied by means of an agitated pressure pot spray or, in the case of small areas only, by bush.

After the erection of steelwork, all areas where the primer coat has been damage shall be toughed up as specified above.

PSH 4.3.2 SAND BLASTING

Steelwork after fabrication shall be subjected to abrasive blast clearing to a finish equal to or better than 2 of SIS 05 59 00.

Steelwork scheduled for painting (unless otherwise specified on the drawings)

Within 4 hours after the completion of blast cleaning steel work schedule or shown on the drawings be galvanized shall be galvanized in accordance with the requirements of SABS 763. The thickness of the coat shall conform to the thickness specified in SABS 763 to the type of article. The repair to galvanized damaged by welding or other means shall be carried out on site accordance with the recommendations given in Appendix C of SABS 763. Member and assembled units that are too large to be dipped in the galvanizing bath may be zinc-sprayed, provided that they are cleaned as recommended in Appendix C of SABS 763 and provided that the coating gives protection to the steelwork at least equal to that afforded by the galvanized specified above.

BLOUBERG LOCAL MUNICIPALITY**CONTRACT No. BM01/21/22****FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY****PSH 4.4 SETTING OUT (Clause 5.3.8)**

The setting out of all Holding-down bolts shall be accurately checked by the Contractor. Any discrepancies in excess of the permissible deviations of the positions of these bolts shall be reported immediately to the Engineer.

The Contractor shall not be permitted to make any relevant adjustment to the steelwork without the Engineer approval.

PSH 5 ERECTION (Clause 5.5)**PSH 5.1 Procedure (Clause 5.5.1)**

Fourteen days before commencing erection of steel work on site, the Contractor shall submit the Engineer, for this general scrutiny and information, full details of the erection procedure and methods of erection.

PSH 5.2 GROUND OF SUPPORT (Clause 5.6)

Grouting shall be carried out by the Contractor in accordance with Sub-clause 5.5.13 and 8.7 of SABS 1200G.

Non-shrink grouting shall be used throughout.

PSH 5.3 PROTECTIVE TREATMENT (Clause 5.3.9)

After the erection of the steelwork, areas where the primer coat has been damaged shall be touched up as specified in PSH 4.3

Steelwork Scheduled for Wire Brushing (unless otherwise specified on the drawings) Provided that the primer is fully cured, as proved by a coin hardness test, an intermediate coat of an approved high build epoxy shall then be applied to provide a dry film of thickness between 100 - 130 µm. The paint shall be applied by means of an airless spray or brush.

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

After erection one coat of approved Polyurethane applied to provide a dry film of thickness of 35 µm. The paint shall be applied by means of airless spray brush.

The total dry film thickness of the paint, intermediate and primer coats shall be between 190 and 235 µm.

Steelwork Scheduled for Sand blasting (unless otherwise specified on the drawings)

PSH 6 TESTING (Clause 5.5)

PSH 6.1 Inspection (Clause 5.5)

The Engineer must be notified, at least 72 h beforehand of the completion of the fabricated steelwork at the Contractors workshops, to enable him to make an inspection if he so desires

The fabricated steelwork, thus to be inspected shall be in its prepared specified state immediately before the application of shop painting or galvanizing.

PSH 6.2 TEST CERTIFICATE (Clause 7.1)

The contractor shall supply the Engineer with the following test certificates:

- a) Certificate, issued by the contractor's Quality Assurance Division, confirming that all manufactured components were inspected and measured to conform with the requirements of the Drawings and specifications, prior to delivery to site.
- b) Certificate, issued by an authorized representative of the SASS or alternative authority approved by the Engineer, confirming that all welding on structural steel components complies with the drawings and specifications. This certification shall be completed prior to any application of erosion protection.

Cost related to the foregoing inspections and issuing of certificated shall be included in the rates for the relevant scheduled item of the scheduled of Quantity.

PSHB 3 CLADDING AND SHEETING

PSHB 3.2 STEEL SHEETING

PSHB 3.1.2 Galvanised Steel Sheeting

BLOUBERG LOCAL MUNICIPALITY**CONTRACT No. BM01/21/22****FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY**

Galvanised steel sheeting shall be of the profile scheduled or, shown on the drawings and shall comply with the requirements of the Engineer and the manufacturer's specification.

PSHB 3.2.2 Prepainted Galvanised steel Sheeting

Prepainted steel sheeting shall be of the profile scheduled or, shown on the drawings and shall comply with the requirements of the Engineer and manufacturer's specification.

PSHB 3.2.2 Weathering steel Sheeting (Copper Alloy)

Prepainted steel sheeting shall be of the profile scheduled or, shown on the drawings and shall comply with the requirements of Engineer and manufacturer's specification. Such sheeting shall be prepainted or plain as shown on the drawing.

ADD THE FOLLOWING SUBCLAUSE:

PSHB 3.11.2 Jointing of adjacent sheets

A joint shall be either heat-welded continuously along its full length with a maximum overlap of 20 mm, or machine-stitched as directed by the Engineer. Edges shall be prepared in accordance with Subclause PSHB 3.11.3.1.

Where machine-stitching is directed by the Engineer, a UV-resistant nylon thread of not less than 200 kg breaking strain at a stitch spacing not exceeding 10 mm shall be used. All stitching shall be uniform and regular, and shall be subject to the final approval of the Engineer.

Where the use of sheets with decorative motifs or patterns are specified, its general arrangement and layout shall be subject to the prior approval of the Engineer. Where such approval is granted by the Engineer, the decorative motif or pattern of a jointed sheet shall blend and match the decorative motif or pattern of the adjacent sheet to which it is jointed, and no irregularities in the motif or pattern shall be permitted. Any resulting off-cuts and wastage shall not be measured and paid for

BLOUBERG LOCAL MUNICIPALITY**CONTRACT No. BM01/21/22****FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY****PSHB 3.11.3 Fixing of sheet edges to structural elements**

Where the outer edge of a single sheet or a set of multiple jointed sheets is to be fixed to a structural element, it shall be fixed along its entire length as follows:

PSHB 3.11.3.1 Preparation of the free sheet edge before fixing to a structural element

The free edge of each sheet before fixing to a structural element shall be free from burs and loose threads, and shall be trimmed to an exact size permitting a wide enough strip for preparation of edge reinforcing.

Edge reinforcing shall be either factory-fabricated or heat-treated on site to fuse all loose threads in a manner which prevents irregularities and fraying when stretched. Where heat-treated on site, the reinforcing strip shall be equivalent to a factory-fabricated edge reinforcing in all respects.

PSHB 3.11.3.2 Fixing method to be to manufacturer's specification

Where no fixing method is specified by the shade netting manufacturer, the following requirements shall be complied with:

PSHB 3.11.3.1 Preparation of the free sheet edge before fixing to a structural element

The free edge of each sheet before fixing to a structural element shall be free from burs and loose threads, and shall be trimmed to an exact size permitting a wide enough strip for preparation of edge reinforcing.

Edge reinforcing shall be either factory-fabricated or heat-treated on site to fuse all loose threads in a manner which prevents irregularities and fraying when stretched. Where heat-treated on site, the reinforcing strip shall be equivalent to a factory-fabricated edge reinforcing in all respects.

PSHB 3.11.3.2 Fixing method to be to manufacturer's specification

Where no fixing method is specified by the shade netting manufacturer, the following requirements shall be complied with:

PSMJ**SEGMENTED PAVING**

BLOUBERG LOCAL MUNICIPALITY**CONTRACT No. BM01/21/22****FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY****PSMJ 3 MATERIAL****PSMJ 3.3 SAND FOR BEDDING**

Sand for bedding and jointing shall be free from substances that may be deleterious to blocks.

PSMJ 5 CONSTRUCTION**PSMJ 5.1.1 New Work**

Where paving is to be laid on a newly constructed earthwork or on an existing Subgrade that is too low, the Subgrade and sub base shall be constructed in accordance with the requirements of SANS 1200ME, respectively, and shall conform to the tolerance requirements of 6.2

PSMJ 5.2 EDGE RESTRAINTS

Edge restraints consisting of kerbs or channels or other approved edge strips as scheduled or given on the drawings shall be constructed on the sub base before any units are laid.

PSMJ 5.3 PLACING AND COMPACTION OF SAND BED

Bedding shall be spread over the sub base and evenly screeded in the loose condition so as to achieve a compacted thickness of 25 ± 10 mm. Where sand is spread, its moisture content shall be 6 ± 2 %.

PSMJ 7 TESTING**PSMJ 7.4 BLOCKS**

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

The relevant tests given in SANS 1058 shall be used determine whether blocks comply with requirements for wet strength.

PARTICULAR SPECIFICATION

PA FENCING

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

CONTENTS

PA 01	SCOPE
PA 02	TYPE OF FENCE
PA 03	MATERIALS
PA 04	CLEARING OF FENCE LINE
PA 05	INSTALLING POSTS STANDARDS
PA 10	INSTALLING GATES
PA 11	GENERAL REQUIREMENTS AND TOLERANCE
PA 12	MEASUREMENT AND PAYMENT

PA 01 SCOPE

This Particular specification and covers the erection of new fences.

PA 02 TYPE OF FENCE

The fencing shall be a concrete palisade (security fence) and shall be erected in accordance with the dimensions shown on the drawings.

PA 03 MATERIALS

PA 03.01 Posts, Stays and Standards

PA 03.01.01 Posts, stays and standards shall be of the type and size indicated on the drawings. Posts shall include gate posts, training posts and corner posts

PA 03.04 Concrete Palisade

PA 03.04.01 Concrete palisade fence shall be as shown on the drawings.

BLOUBERG LOCAL MUNICIPALITY**CONTRACT No. BM01/21/22****FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY****PA 03.05 Gate**

PA 03.05.01 Concrete used for fencing shall comply with the requirements of SANS 1200g.

PA 04 CLEARING OF FENCE LINE

Strip clearing for the fence shall be carried out in accordance with SASS 1200 C and will be measured and paid for under section 1200 C of the schedule of Quantities.

PA 05 UNSTALLING POSTS AND STANDARD

Strip clearing for the fence shall be carried out in accordance with SASS 1200 C and will be measured and paid for under section 1200 C of the schedule of Quantities.

PA 03.05 Gate

PA 03.05.02 Posts shall be accurately set in holes and, where indicated, shall be provided with concrete bases to the dimensions shown on the drawings.

PA 03.05.03 Holes shall be dug to the full specified depth. Where, due to the presence of rock, the holes cannot be excavated by hand or by pneumatic tools and the contractor has to resort to the use of explosives, he will be paid separately for the drilling and blasting operations required.

PA 10 INSTALLING GATES

Gates shall be installed at the positions indicated on the drawings or pointed out on site.

PA 11 GENERAL REQUIREMENTS AND TOLERANCES

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

PA 11.01 The completed fences shall be plumb, taunt, true to line and to the ground contour, and with all posts firmly set.

PA 11.02 The height of the lower fencing wire above the ground at posts and standards shall not vary by more than 25mm from that shown on the drawings.

PA 11.03 Anchoring of a fence to structures shall be done as shown on the drawings.

PA 12 MEASUREMENT AND PAYMENT

PA 12.01 Supply and Erection of New Fencing Material

a) Concrete Palisade (As per drawing)Unit : m

PA 12.02 Supply and Erect New Gates

a) New gate (As per the drawing)..... Unit : No

PARTICULAR SPECIFICATION

PC BUILDING WORK

CONTENTS

PC 01	SCOPE
PC 02	BRICKWORK, PLASTER WORK AND FLOOR SCREEDS
PC 03	DOORS AND WINDOWS
PC 06	ROOF SHEETING AND ACCESSORIES
PC 09	PAINTING
PA 10	MEASUREMENT AND PAYMENT

BLOUBERG LOCAL MUNICIPALITY**CONTRACT No. BM01/21/22****FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY****PC 01 SCOPE**

This is a Particular Specification and covers the various construction activities associated with the erection of buildings which form part of this Contract.

Building work shall be carried out in accordance with the National Building Regulations, SABS 0400, the applicable clauses of the SABS Standardised Specifications and the information contained in this Specification.

Work appurtenant to the erection of buildings such as earthworks, concrete work, structural steelwork, etc., shall be carried out as specified in the appropriate Standardised Specifications and will be measured and paid for under those Specifications.

PC 02 BRICKWORK, PLASTER WORK AND FLOOR SCREEDS**PC 02.1 MATERIALS**a) Bricks

Bricks shall comply with SABS 227 and shall be of the class scheduled or shown on the Drawings.

Satisfactory proof of the load-bearing capacity of the bricks offered shall be submitted before deliveries are made to the Site.

Air bricks shall be well-burnt terracotta and shall be free from cracks and blemishes and lined with copper mosquito gauze.

Three samples of each type of brick shall be submitted to the Engineer for approval. All subsequent deliveries shall be of a standard equal to or better than that of the approved samples.

b) Cement

Cement shall comply with the requirements of SABS 471 and shall be stored under cover. The use of Portland Blast-furnace Cement (PBFC) which complies with the requirements of SABS 626 will only be allowed if approved by the Engineer.

BLOUBERG LOCAL MUNICIPALITY**CONTRACT No. BM01/21/22****FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY**c) Aggregate

Fine aggregate shall be naturally occurring sand or shall consist of crushed rock or gravel, and shall be hard, clean and free from adherent coatings or other deleterious matter. Sand for plaster and mortar shall comply with the requirements of SABS 1090, whereas the aggregates for normal and granolithic floor screeds shall comply with the requirements of BS 1199 and BS 1201 respectively.

d) Water

Water shall be clean and free from clay, silt, oil, acid, alkali, organic or other matter which would impair the required strength and durability of the mortar, plaster or floor screed.

e) Wall ties

Wall ties shall be of the galvanised, crimped, single-wire type with a 3, 5 mm diameter, and shall comply with the requirements of SABS 28.

f) Damp-proof sheeting

Damp-proof sheeting shall comply with SABS 248, type FV for fibre felt, or SABS 952, type B for embossed polyethylene sheeting.

PC 02.2 CONSTRUCTION OF BRICKWORKa) Cement mortar

Cement mortar shall unless otherwise specified, consist of 1 part of Portland cement to 4 parts of sand by volume for normal brickwork and 1 part of Portland cement to 3 parts of sand by volume for reinforced brickwork. The ingredients for cement mortar shall be measured in proper gauge boxes on a boarded platform and thoroughly mixed. Alternatively, mixing may be by means of an approved mechanical batch mixer. Only when the dry ingredients have been thoroughly mixed and a mixture of

BLOUBERG LOCAL MUNICIPALITY**CONTRACT No. BM01/21/22****FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY**

uniform colour has been obtained may the water be added in sufficient quantity to obtain mortar with the required consistency.

Cement mortar shall be used within two hours of adding water to the mix and shall not be used after two hours or if it has begun to set. Mortar shall be turned over frequently until it is used to prevent it from setting.

b) Brickwork

Dimensions of all the brickwork shall be set out and built as shown on the Drawings. Bricks shall be kept wet before laying and the top of brickwork shall be wetted before any further bricks are laid. Bricks shall be well buttered with mortar before being laid and all joints shall be thoroughly flushed up as the work proceeds. All joints to face brickwork shall be neatly made and key drawn with a 6 mm key.

Brickwork shall be carried up in a uniform manner with no portion being raised more than 1 m above an adjacent portion. All perpends, quoins, etc., shall be kept strictly true and square and the whole properly bonded together.

Brickwork shall be built in stretcher bond or English bond as shown on the Drawings, and bats shall not be used except where required for the bond. All joints shall be 10 mm wide and four courses shall measure 340 mm.

Brickwork for cavity walls and solid walls built in stretcher bond shall be tied with wall ties placed not more than one metre apart in every third course, and shall be staggered vertically. At openings, the ties shall be positioned not more than 300 mm apart along the periphery of the opening and 150 mm from the opening.

Face brickwork shall be kept perfectly clean and rubbing down of the brickwork shall not be allowed. Scaffold boards shall be turned back during heavy rain to avoid splashing, Soiled brickwork shall be cleaned at the Contractor's expense, and the cleaning method shall be approved by the Engineer.

c) Reinforced brickwork

Brickwork over door and window openings shall be reinforced with steel rods, welded or expanded mesh, etc. Reinforcement shall be placed in each course of brickwork for a minimum of 4 courses or as shown on the Drawings. Reinforced brickwork shall continue at least 300 mm on each side of the openings.

BLOUBERG LOCAL MUNICIPALITY**CONTRACT No. BM01/21/22****FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY**

Brick lintels shall be built upon rigid temporary supports left in position for not less than 7 days after brick-laying. Restressed concrete lintels may be used where approved by the Engineer.

d) Key for plaster

Joints of all brickwork receiving plaster shall be raked out, or the brick surfaces shall otherwise be prepared with an acrylic slurry or any other approved bonding agent.

e) Damp-proofing

A damp-proof course shall be laid over the full width of all the walls at a minimum height of 150 mm above the final ground level or wherever else it may be required, and it shall be lapped for at least 150 mm at angles and joints. A damp-proof course shall also be laid and stepped up under all external sills

f) General

Rough and fair cutting shall be performed as required, and the brickwork shall be fitted around any steel work. Face brickwork shall be carefully cut and fitted to suit fittings.

Chases shall be left or formed for edges of concrete floors, staircases, etc. Chases shall also be provided wherever they may be required for pipes, conduits, switch boxes, distribution boards, and the like. Joints shall be raked out for flashings.

PC 02.3 PLASTER WORKa) Plaster coats

BLOUBERG LOCAL MUNICIPALITY**CONTRACT No. BM01/21/22****FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY**

A plastered finish shall consist of a single coat, comprising one application of a 1:6 cement: sand mixture with a wood or steel-float finish.

b) Thickness

The total thickness of the plaster finish shall be 13 mm minimum and 20 mm maximum.

c) Workmanship

All plaster work shall be finished smooth and ready to receive paint. Plaster shall be flush with the faces of all switch and plug boxes, the interiors of which shall be kept free from plaster. Plastered surfaces shall be plumb and jambs and reveals shall be formed square.

The plasterer shall cut out and make good all cracks, blisters and other defects and leave the plaster work, on completion, in a state which is acceptable to the Engineer.

PC 02.4 **FLOOR SCREEDS**

Floor screeds shall have a mix proportion by mass consisting of 1 part of Portland cement and 3 parts of fine aggregate. A minimum amount of water is to be used, but it shall be sufficient to allow adequate compaction.

Screeds shall be laid on clean hardened bases in panels not exceeding 14 m² and shall be steel-trowelled to a true and smooth finish. In monolithic construction the panels shall not exceed 30 m². Joints in screeds shall coincide as nearly as possible with joints in the bases. The thickness of screeds shall be as shown on the drawings or as directed by the Engineer.

The entire screed surface shall be free from loose or raised particles of aggregate, trowel marks or from any irregularities, humps or depressions exceeding 5 mm when measured from a 3 m long straight-edge.

Screeds shall be cured for 3 to 7 days as may be directed by the Engineer, and shall be protected from damage

No moisture-sensitive floor finish shall be laid on screeds unless a reliable moisture test shows that the screed is sufficiently dry receive the covering.

GREATER LETABA MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

PC 03 DOORS AND WINDOWS

PC 06 ROOF SHEETING AND ACCESSORIES

Roof sheeting and accessories shall comply with and will be measured and paid for under SABS 1200 HC.

PC 09 PAINTING

PC 09.1 GENERAL

No paint shall be applied to any surface containing traces of dust, grit, grease, oil, loose rust, millscale or corrosion products of any kind or to any surface that is not free from moisture. Where necessary, surfaces shall be thoroughly washed to remove all traces of soluble salts and/or corrosive air-borne contaminants prior to painting, and the surfaces shall be dried and painted immediately thereafter.

Welding shall be completed in so far as it is possible before painting commences, but in cases where welding can be done only at a later stage, no paint shall be applied to within 75 mm of the proposed weld position unless otherwise specified. Welds and adjacent parent metal shall be abrasive blasted and/or ground and all contaminants such as flux shall be removed prior to painting.

Surfaces of members which are to rest on concrete or other floors or which will be otherwise inaccessible after erection shall receive the full paint system prior to erection.

Damaged paint areas on metal surfaces shall be cleaned, rust spots removed where applicable and the surrounding paint which is still intact shall be feathered for a distance of 20 mm beyond the damaged area. Spot priming and repair shall consist of all the coats previously applied and shall overlap the damaged area.

Damaged galvanized areas shall be cleaned and any rust spots and any flakes of the coating surrounding the damaged area removed. The coating shall then be restored by zinc spraying or soldering, or painting with a zinc-rich paint, as may be approved by the Engineer.

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

Where the shop coat is allowed to age for a few months before the final painting is done, light sanding or rubbing with steel wool or scrubbing with clean water using a bristle brush shall be carried out.

Steel to be embedded in concrete shall not be painted below 50 mm from the final level of the concrete.

Each priming coat and each undercoat of paint shall be inspected and approved by the Engineer before any subsequent undercoat or finishing coat is applied.

All finishing colours shall be as shown on the drawings, or as directed by the Engineer.

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

PC 09.2 MATERIALS

Paints shall comply with the requirements of the appropriate Specifications below

b) Undercoats

SABS 681: For all undercoats

c) Finishing coats

SABS 515:	For interior use, flat and egg-shell finish
SABS 630:	For interior and exterior use, high-gloss enamel
SABS 631:	for interior and exterior use, oil gloss paint
SABS 633:	For interior use, emulsion paint
SABS 634:	For exterior use, emulsion paint
SABS 684:	For exterior use on structural steel
SABS 801:	For interior and exterior use, epoxy-tar paint
SABS 802:	For interior and exterior use, bituminous aluminium paint
SABS 887:	For interior use, glossy and egg-shell varnish

The Contractor shall furnish the Engineer with the following information and details regarding the paints and decorative materials for the painting system he proposes to use, for written approval:

- i. The name of the manufacturer and trade name.
- ii. The brand, type or grade of paint and the appropriate SABS Specification.
- iii. Manufacturer's data sheets, colour references, instructions for use, including surface preparation, sealers, primers, undercoats, finishing coats, coat thicknesses and curing periods, which shall all be considered as being part of these Specifications if approved by the Engineer.
- iv. Safeguards to protect the applied paint from damage until the work is accepted by the Engineer.
- v. The shelf or pot life of materials, if applicable.

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

- vi. An undertaking that the proposed paint system is suitable for its intended use and that the various coats of paint are compatible with one another.

Where proprietary brands are used, the manufacturer's priming and all subsequent coats of paint suitable for that particular brand shall be employed in accordance with the manufacturer's instructions.

No other materials of a similar nature and quality or from another manufacturer may be used instead of those approved unless permission to do so has been obtained from the Engineer, in writing.

All materials shall be brought onto the Site in containers sealed by the manufacturer. Paints shall not be mixed with another paint of a different quality, type, brand or colour, or thinned or adulterated in any way, but shall be used as supplied by the manufacturer. Any mixing or tinting required shall be carried out by the manufacturer.

Tinting of paint on the Site by the Contractor will only be allowed with the written permission of the manufacturer and the Engineer.

PC 09.3 INSPECTION AND PRELIMINARY WORK

Before commencing paintwork, the Contractor shall carefully inspect the surfaces to be painted to satisfy himself that the surfaces are in a satisfactory or acceptable condition to receive the paint system specified.

All metal fittings and fastenings shall be removed where applicable before the preparatory processes are commenced. On completion, the metal fittings and fastenings shall be cleaned and refitted in position.

PC 09.4 WORKMANSHIP AND FINISHES

Paint may be applied by spray, brush or roller depending on the materials used, the surface to be painted, and the manufacturer's instructions.

Every coat of paint, irrespective of the method of application, shall be adequately and permanently keyed or bonded to the base material or previously applied coat, and shall be evenly distributed, continuous, free from sags, runs, brush marks, pin holes or other imperfections, and shall dry to a smooth finish.

An approved water trap and air-regulating valve shall be furnished and installed on all equipment used in spray printing.

Before painting the interiors of buildings they shall be cleaned and the floors shall be washed and kept free from dust during the progress of the interior work.

The Contractor shall protect all nearby surfaces against disfigurement by spatters, splashes and smirches of paint or paint materials. The Contractor

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

shall be responsible for any damage by paint or dirt caused by his operations to vehicles or property or injury to persons and he will be required to provide protective measures to prevent any such damage or injury and make good, where required, at his own expense.

If passing traffic creates dust which may harm or spoil the appearance of external painted surfaces, the Contractor shall sprinkle the adjacent areas with water, at his own cost, for a sufficient distance on each side of the location where painting is being done.

Undercoats shall be tinted by the manufacturer to distinguish between successive coats.

The final coats or finishing coats of paint shall be applied after all the other work in the vicinity has been completed.

The painter shall keep some of the final paint in reserve in the event of his having to make good any patching which may be required as a result of damage or unforeseen circumstances.

Upon completion, the Contractor shall, in the case of buildings, clean all glass, remove all paint spots from walls, floors and fittings, and leave the premises clean and fit for occupation.

All inflammable materials, comprising solvents, thinners, wiping cloths, etc, shall be placed in tightly closed containers and properly disposed of.

PA 09.5 PAINTING OF PLASTER, CONCRETE OR BRICK SURFACE

a) Surface preparation

Surfaces for painting shall be prepared by sandpapering, scraping or wire-brushing to remove loose material, dust, laitance, scum or other deleterious materials or high spots. Defective areas shall be cut out where necessary and made good with an approved non - shrink filler. Cracks shall be cut out, suitably keyed, and given a coat of an approved bonding agent before the filler is applied. All patches shall be rubbed down to an even surface. Surfaces shall be washed and allowed to dry.

Surfaces shall be treated with neutralising liquid for walls, and if the surface is coarse or textured, either one full coat of pigmented wall sealer or one full filler coat shall be applied in addition to the neutralising liquid.

b) Paint application

Prior to the emulsion paint being applied, the surface shall be sealed with an approved clear sealer and primed with an undercoat diluted to 50%. Emulsion paint (PVA or acrylic) shall then be applied in two finishing coats.

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

Egg-shell finish (alkyd oil based), oil gloss paint or enamel gloss paint shall be applied as follows: one coat of universal undercoat shall be applied and it shall be followed by one coat of a mixture comprising 50% of the undercoat and 50% of the paint to be used for the finishing coat. A finishing coat of semi-gloss egg-shell, or oil gloss paint or enamel gloss paint shall then be applied.

PA 09.7 PAINTING OF METAL SURFACES

a) General

Wherever possible, all painting shall be done at the fabricator's works, but where this is not feasible, the Engineer may permit the application of the undercoat and finishing coats to be carried out on the Site, in which case a prime coat shall be applied at the fabricator's works prior to the members being dispatched to the Works.

b) Surface preparation

The preparation of metal surfaces shall comply with SABS Code of Practice 064 and shall receive the greatest care to ensure rust-free conditions prior to the paint system being applied.

All surfaces shall be prepared by loose paint, rust, plaster, scale, dust, dirt, grease, etc, being removed and by the defective paint surfaces being repaired or patched before painting or repainting. Damaged shop-primed surfaces shall be thoroughly cleaned of rust and patched with a prime coat.

c) Paint application

(i) Iron and steel work

All iron and steel work shall be properly primed with a red-lead-based primer where steel work is likely to be exposed to the elements for longer than 30 days. Zinc- chromate primer may be used where overpainting will be completed within 30 days of priming. Metal-etch wash primers may be used under dry conditions where overpainting will be completed within 24 hours of priming. The dry-film thickness of the prime coat shall not be less than 0,300 mm.

After priming, one coat of universal undercoat shall be applied. If necessary, the undercoat shall be tinted to a shade just lighter than the desired finish with approved liquid stainers. The dry-film thickness shall not be less than 0,250 mm.

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

The two finishing coats shall either be of alkyd resin-based synthetic enamel, gloss or matt oil paint, or as specified elsewhere. The dry-film thickness shall not be less than 0,250 mm per coat.

When mating surfaces are brought together, both surfaces shall have been given the full treatment specified, but where this cannot be done, each surface shall be given a copious coating of primer and the surfaces drawn together while the paint is still wet.

The portion of structural steel members to be buried in soil, and all bases to a height of 500 mm shall be given two coats of an epoxy-tar primer instead of the zinc- chromate primer specified for other surfaces.

The surfaces of steel and cast-iron articles, such as floor gratings, grids and manhole covers, shall, after a thorough brushing to remove loose rust, be painted with two coats of epoxy-tar paint, each at least 0,230 mm thick.

(ii) Galvanised iron and steel

All traces of protective coating shall be removed with galvanised iron Cleaner, and two coats of calcium plumbate primer shall be applied. One coat of tinted universal undercoat and two finishing coats of alkyd resin-based synthetic enamel gloss paint shall be applied.

(iii) Non-ferrous metals

Surfaces of aluminium, copper, etc., shall be prepared and cleaned, and one coat of self-etch zinc-chromate wash primer shall be applied. One coat of universal tinted undercoat and two finishing coats of enamel gloss paint shall then be applied. Where non-ferrous metals are not to be painted, the surfaces shall be cleaned, polished and two coats of lacquer applied.

PA 09. PAINT THICKNESS

Unless otherwise specified, all coats of paint, whether prime coat, undercoat or finishing coat, shall have a dry-film thickness of not less than 0,200 mm, irrespective of the method of application.

PC 09.10 INSPECTION

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

The Contractor shall provide the necessary equipment to establish whether the primers, undercoats and finishing coats have been applied to the correct thickness and at the correct applications. The Engineer may take samples of the paints during painting operations for testing and quality control.

PC 10 **MEASUREMENT AND PAYMENT**

PA 10.01 **BRICKWORK**

- a) (Thickness, type and class indicated)..... Unit: m2
- b) Etc. for other thicknesses, types and classes

The unit of measurement shall be the square metre of each type of brickwork built, calculated from the leading dimensions of the brickwork. Areas of pipes, etc, built into brickwork shall not be included in the areas measured. At corners and intersections common to more than one brick wall, the areas shall be measured only once.

The tendered rates shall include full compensation for the construction of the brickwork complete as specified, including pointing, the building-in of conduits, beams, lintels, pipe sleeves, doors, windows, the raking-out of joints, damp-proof course, brickforce reinforced as specified, etc.

PA 10.02 **PLASTER WORK:**

- a) (Thickness of plaster and finish indicated)..... Unit : m2
- b) Etc for other thicknesses and finishes

The unit of measurement shall be the square metre of each type of coat completed as specified.

The tendered rates shall include full compensation for the construction of the plaster work, including the supply of all materials, mixing, applying, finishing, forming reveals, joints, narrow widths, rounded angles, v-joints, etc, complete as specified.

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

PC.10.03 FLOOR SCREEDS:

- a) (Thickness indicated)..... Unit: m2
- b) Etc for other thicknesses

The unit of measurement shall be the square metre of floor screed laid, as specified, on floors, steps or areas shown on the Drawings or as designated by the Engineer.

The tendered rates shall include full compensation for the construction of the floor screeds, including the supply of all materials, mixing, laying, finishing, the forming of nosings, reedings, skirtings, etc.

PC.10.08 MISCELLANEOUS WORK:

- (a) Paintwork..... Unit: sum

The tendered sums shall include full compensation for supply all materials, for transport, for storage, for all equipment and labour, for all temporary work and safety precautions, for replacing defective work, for protecting completed work and for cleaning up after completion.

PARTICLAR SPECIFICATION

PD ENVIRONMENTAL PROTECTION AND CONTROL SPECIFICATIONS

CONTENTS

- PD1 PLANS**
- PD2 USE OF LAND**
- PD3 VEGETATION CLEARANCE**
- PD4 PROTECTION OF VEGETATION**
- PD5 PROTECTION OF FAUNA**
- PD6 ARCHAEOLOGICAL ARTEFACTS**
- PD7 SCENIC QUALITY**
- PD8 WORING AREA**
- PD9 ACCESS ROADS**
- PD10 FIRES**
- PD11 FENCING**
- PD12 TOPSOIL**
- PD13 BORROW PITS AND QUARRIES**

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

- PD14 EROSION PREVENTOIN**
- PD15 EARTHWORKS**
- PD16 SPOIL AND WASTE MATERIAL**
- PD17 BLASTING**
- PSD18 PREVENTION OF OIL POLLUTION**
- PD19 REFUSE DISPOSAL**
- PD20 ABLUTION FACILITIES**
- PD21 CLEARANCE OF SITE ON COMPLETION**
- PD22 ENVIRONMENTAL AWARENESS OF EMPLOYEES**
- PD23 COMPLIANCE WITH ENVIRONMENTAL PROTECTION SPECIFICATIONS**
- PD24 SUBCONTRACTED WORK**
- PD25 MEASUREMENT AND PAYMENT**

PD1 PLANS

Prior to establishment of the site camp(s), the Contractor shall produce a plan showing the positions of all buildings, laydown yards, vehicle wash areas, fuel storage areas, batching areas and other infrastructure for approval by the Engineer or the Environmental Officer.

PD2 USE OF LAND

The Contractor shall not use the land forming the Site of, or connected with the Works, for any purpose whatsoever other than for the proper carrying out of the Works under the Contract and shall place any camps that may be required for himself and his employees only on sites approved by the Engineer. No trees or bushes shall be damaged or cut down by the Contractor or by any of his employees whether for use on the works or otherwise without the written consent of the Engineer or the Environmental Officer and then only where and in the manner as they may direct.

PD3 VEGETATION CLEARANCE

PD3.1 Woody vegetation

Prior to the start of construction, woody vegetative matter shall be stripped. This material shall either be spread randomly throughout the surrounding veld so as to provide biomass for the other microorganisms and habitats for small mammals and birds, or it may be stockpiled for later redistribution over the reinstated top soiled surface.

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

No vegetative matter shall be burnt or remove for firewood.

PD3.2 Herbaceous vegetation

During clearing of woody vegetation no basal cover or grass and topsoil shall be removed and damage to this layer shall be minimized as far as possible.

PD4 PROTECTION OF VEGETATION

The Contractor shall ensure that all works are undertaken in such a manner that vegetation outside the Works area is not damaged under any circumstances.

PD4.1 Vegetation outside the Works area

The following provisions shall apply with respect to the protection of areas of vegetation adjacent to the marked Works areas.

No tree or shrub outside the Works area shall be felled, lopped, cut or pruned until it has been clearly marked for this purpose by the Engineer or the Environmental Officer. The method of marking will be specified by the Engineer or the Environmental Officer, and the Contractor will be informed in writing.

No tree outside the Works area shall be burned for any reason.

For every tree protected by these specifications which is removed or, in the opinion of the Engineer or Environmental Officer, is unduly damaged by the Contractor, the Contractor shall pay a penalty of R5 000.00 per tree to the client.

PD4.2 Vegetation within or adjacent to the Works area

No tree or shrub within the works area shall be felled, lopped, cut or pruned without the prior written approval of the Engineer or the Environmental Officer.

Trees which have been selected for preservation by the Engineer or the Environmental Officer within or adjacent to the Works area shall be fenced around their drip line. The fence shall be clearly marked with danger tape. No open fires shall be allowed within this fenced area, nor shall vehicles be parked underneath these trees.

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

If trees are located within the working width of the pipeline, the pipeline shall be aligned to avoid these trees wherever possible.

PD4.3 Transplantation of rare and endangered plant species

Prior to vegetation clearing any rare or endangered plant species which have been identified by the Environmental Officer or Engineer must be removed and transplanted as instructed by these persons.

PD4.3.1 Transplanting of small trees (1 to 1,5m height) and shall shrubs (0,5 to 1m height).

- a) Trees and shrubs shall only be transplanted between the months April and September. Deciduous trees and shrubs shall be transplanted only when they are in leafless conditions.
- b) Holes for transplanting trees and shrubs shall be dug before these plants are dug out. Trees shall be planted in holes of 1m x 1m x 1m and shrubs shall be transplanted in holes of 600mm x 600mm
- c) Trees and shrubs shall be planted so that their stems or trunks are at the same depth as in their original location. The orientation of the transplanted plants must be the same as in their original location (i.e. the north-facing side must remain north facing).
- d) Transplanted plants shall be pruned to limit transpiration. Plants shall also be sprayed with an evapotranspiration retardant liquid if they are evergreen.
- e) Transplanted plants shall be watered once a week for 5 weeks and thereafter once every 2 weeks.

PD4.3.1 Transplanting of Aloes, succulents and bulbous plants

- a) Aloes, succulents and evergreen bulbous plants may be transplanted at any time of the year. Deciduous bulbous plants shall be transplanted when they are leafless.
- b) Aloes and bulbous plants shall be planted in similar soil conditions and to the same depth as they were before removal.
- c) Transplanted aloes and bulbs shall be watered once directly after transplanting to settle the soil.

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

PD4.4 Alien vegetation

The Contractor shall remove all alien vegetation from the works area for the duration of construction. Such vegetation will be identified by the Environmental Officer and the method of eradication will be specified by him.

PD5 PROTECTION OF FAUNA

The Contractor shall ensure that all Works are undertaken in a manner which minimizes the impact on the local fauna and shall apply the following specifications with respect to fauna management and protection.

Under no circumstances shall any animals be handled, removed, killed or interfered with by the Contractor, his employees, his subcontractors or his subcontractor's employees.

The Contractor and his employees shall not bring any domestic animals onto the site.

The Contractor shall ensure that the work site is kept clean and tidy and free from rubbish which would attract animal pest species.

There shall be no feeding of animals.

The Contractor shall ensure that domestic and native animals belonging to the local community are kept away from unprotected works.

PD6 ARCHAEOLOGICAL ARTEFACTS

The Contractor shall engage an archaeologist to demarcate archaeological sites identified during the impact study.

Archaeological sites shall be protected by a three strand fence which will be at least 2m outside the extremities of the site. The fence shall be clearly marked with danger tape.

Should the Contractor expose any archaeological artifacts during excavation, work on the area where the artifacts were found shall cease immediately and the Engineer or the Environmental Officer shall be notified as soon as possible.

Upon receipt of such notification, the Engineer or the Environmental Officer will arrange for the excavation to be examined by an Archaeologist as soon as practicable. Acting upon advice from the Archaeologist, the Engineer will advise the Contractor of necessary actions to be taken. The Engineer will take all necessary actions to ensure that delays are minimized.

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

Under no circumstances shall archaeological artifacts be removed, destroyed or interfered with by the Contractor, his employees, his subcontractors or his subcontractor's employees.

The Contractor shall ensure that none of his employees gain access to any archaeological areas (whether fenced or unfenced), except when authorized to do so by the Engineer or the Environmental Officer.

PD7 SCENIC QUALITY

The Contractor shall not establish or undertake any activities which, in the opinion of the Resident Engineer or Environmental Officer, are likely to adversely affect the scenic quality of the area. The Engineer may direct the Contractor to refrain from such activities or to take ameliorative actions to reduce the adverse effect of such activities on the scenic quality of the environment.

No painting or marking of natural features shall be done. Marking for surveying and other purposes shall only be done with pegs and beacons.

No painting or marking of natural features shall be done. Marking for surveying and other purposes shall only be done with pegs and beacons.

All packed rock and exposed rock cuttings shall be treated in order to blend their colour with the colour of the natural weathered rocks of the adjacent environment.

PD8 WORKING AREA

The area of construction along the pipelines shall be contained within 5m servitude. Any work done outside the servitude, e.g. stockpiling of excavated material, use for access, etc shall only be done after discussion with and obtaining the written approval of the affected land owners.

The servitude shall be temporarily fenced for the portion under construction at any one time. The fence shall be progressively erected and removed as the work proceeds. The location and extent of the fence shall be determined by the Engineer or the Environmental Officer.

PD9 ACCESS ROADS

No new permanent access roads shall be developed by the Contractor other than those determined or approved by the Engineer.

Existing roads shall be used as far as possible for inspection purposes.

Topsoil shall be stripped as described under item PD12 "Topsoil" prior to construction and reinstated on completion of use of the road.

PD10 FIRES

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

No open fires shall be permitted except in areas specifically prepared and controlled for this purpose.

PD11 FENCING

Fencing shall be erected around sensitive natural or cultural elements to protect them from damage. No pedestrian or vehicular access shall be allowed to such fenced areas.

In places where temporary fencing is required, the Contractor shall erect such fencing when and where required by the Site Engineer, and re-erect and maintain temporary fencing as necessary. Temporary fencing shall remain in position either until it is replaced by permanent fencing or until completion of the whole of the Works, unless the Contractor requires, or the Engineer or the Environmental Officer directs, its earlier removal. The Contractor shall erect and maintain the aforementioned temporary fencing in the locations and for the period described in the Contract.

If temporary fencing is removed temporarily for the execution of any part of the Works it shall be reinstated as soon as practicable by the Contractor.

The clearing for permanent fencing shall be limited to the removal of trees and shrubs within 1m of the fence line. There shall be no removal of the grass cover or topsoil within this width.

Any fences damaged by the Contractor shall be repaired as soon as practicable at his cost.

PD12 TOPSOIL

PD12.1 Source of topsoil

Topsoil shall be stripped from all areas that are to be utilized during the construction period and where permanent structures and access is required. These areas will include all areas to be excavated, temporary and permanent access roads, construction camps and borrow Pits.

Topsoil shall be stripped after clearing of woody vegetation and before excavation or construction commences.

The topsoil is regarded as the top 300mm of the soil profile irrespective of the fertility and composition of the soil.

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

PD12.2 Topsoil stripping

Soil shall be stripped to a minimum depth of 150mm or to the depth of bedrock where soil is shallower than 150mm. herbaceous vegetation, overlying grass and other fine organic matter shall not be removed from the stripped soil.

The topsoil is regarded as the top 300mm of the soil profile irrespective of the fertility and composition of the soil.

PD12.3 Topsoil stockpiling

Stripped topsoil shall be stockpiled on sites adjacent to where it has been stripped which have been approved by the Engineer. Soil stockpile shall not take the form of windrows, unless this can be placed far enough away from the working area. This is to prevent the soil from being spread out or mixed with the other spoil during construction.

Topsoil stripped from different soil zones shall be stockpiled separately and clearly identified as such. Topsoil obtained from different sites shall not be mixed.

Soil stockpiles shall not be higher than 2,5m, and the slopes of soil stockpiles shall not have a vertical horizontal gradient exceeding 1:2, 5.

No vehicles shall be allowed access onto the stockpiles after they have been placed. Topsoil stockpiles shall be clearly demarcated in order to prevent vehicle access and later identification as the resource for rehabilitation and vegetation establishment.

Soil stockpiles shall not be allowed to become contaminated with oil, diesel, petrol, garbage or any other material which may inhibit the later growth of vegetation in the soil.

After topsoil stockpiling has been completed, the Contractor shall apply soil conservation measure to the stockpiles to the approval of the Engineer or Environment Officer.

PD12.4 Topsoil placement

Topsoil shall be placed to a minimum depth of 150mm over all areas where it has been stripped and over disused borrow pits after construction in those areas has ceased. Topsoil placement shall be done concurrent with construction as soon as construction in an area has ceased.

All areas onto which topsoil is to be spread shall be graded to the approximate original landform with maximum slopes of 1:2, 5 and shall be ripped prior to topsoil placement. The entire area to be topsoiled shall be ripped parallel to the contours to a minimum depth of 150mm.

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

Topsoil shall be placed in the same soil zone- from which it had been stripped. However, if there is insufficient topsoil available from a particular soil zone to produce minimum specified depth, topsoil of similar quality may be brought from other reservoir sites.

Where insufficient topsoil that has been stripped by the Contractor to provide the minimum specified depth, the Contractor shall obtain suitable material from other sources at no cost to the employer. The suitability of the substitute material shall be determined by means of a soil analysis which is acceptable to the engineer or the environmental officer.

No vehicle shall be allowed access onto topsoil after it has been placed

After topsoil placement is complete, cleared and stockpiled vegetation matter shall be spread randomly by hand over "the topsoil area as instructed by the Environmental Officer.

PD13 BORROW PITS AND QUARRIES

If a borrow pit is to be developed or an existing one is to be extended, all topsoil from the area that is to be quarried must be stripped and stored for later rehabilitation of the pit.

Stripping and excavation actions shall be progressive in such manner that those parts of a borrow pit or quarry where work is complete can be rehabilitated while other areas are still being quarried.

Cut slopes of borrow pits and quarries shall not have a vertical horizontal gradient of not steeper than 1:3, preferably 1:5.

Borrow pits shall be used as dump sites for excess rock spoil. On completion of spoiling the pits shall be reshaped and covered with a layer of topsoil. On no account may spoil or rock be placed in drainage ways without prior consent being obtained from the Engineer.

Stormwater cut off drains shall be provided at the top of the cut slope, where identified as necessary by the Engineer, to prevent erosion of the rehabilitated surface of the borrow pit quarry.

No borrow pit shall be used as a dump site for refuse material or for toxic material ego cement, oil, diesel, rubber and similar materials.

PD14 EROSION PREVENTOIN

The Contractor shall take measures, to the approval of the Engineer, to ensure that there is no undue stormwater damage and soil erosion resulting from the construction activities inside and outside the construction camp and Works areas.

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

Surface stormwater shall, where possible, not be allowed to be concentrated and to flow down cut or fill slopes without erosion protection measures being in place.

Overflow and/or scour channels shall be lined with stone pitching along their length and at their points of discharge to prevent soil erosion. The point of discharge shall be at a point where there is dense natural grass cover. These channels shall not discharge straight down the contours but shall be aligned at such an angle to the contours that they have the least possible gradient.

PD15 EARTHWORKS

All cut and fill forms should be rounded on the edges to allow them to blend with the surrounding landforms.

PD16 SPOIL AND WASTE MATERIAL

The Contractor shall load and haul excess spoil to fill in the borrow pits or to dump sites approved by the engineer. The dumped material must be finally rounded off to have slopes not steeper than 1:3.

The Contractor shall remove all foundations and similar waste and transport all such waste material off site to dump areas which have been approved by the Engineer.

PD17 BLASTING

Contractor shall take measure to limit flying rock during blasting operations.

Fly rock 150mm and larger which falls beyond and cleared working area shall be collected and removed together with the rock spill.

When blasting under power lines the Contractor shall arrange for power to be temporarily switched off or have the lines moved or comply with the requirements of ESCOM who will be advised in reasonable time of the intention to blast.

PSD18 PREVENTION OF OIL POLLUTION

Waste run-off water from the vehicle wash bays, workshops and diesel/fuel tan areas shall be collected in a series of covered conservancy tanks with oil baffles/traps. The oil sludge thus collected shall be disposed

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

of at an approved toxic waste disposal site. Water from conservancy tanks shall be drained to retention areas to allow silt settlement.

Above mentioned areas should be dished concrete floor slabs which drain into the conservancy tanks.

All old oils shall be retained for re-cycling by the supplier.

All soil contaminated by oil, fuel, etc. Shall be collected immediately and disposed of at an acceptable disposal site to the approval of the Engineer or the Environmental Officer.

PD19 REFUSE DISPOSAL

The Contractor shall dispose of all refuse generated by him or his subcontractor on a weekly basis at an approved refuse disposal site.

PD20 ABLUTION FACILITIES

Portable toilets shall be placed within easy access of the Contractor's employees. These shall be moved to follow the progression of the works.

PD21 CLEARANCE OF SITE ON COMPLETION

On completion of the Works the Contractor shall clear away and remove from the works areas all constructional plant, surplus rock and other materials, foundations, plumbing and other fixtures, rubbish and temporary works of every kind. Areas thus cleared shall be graded and scarified to restore the ground to its original profile as near as practicable before topsoil placement.

PD22 ENVIRONMENTAL AWARENESS OF EMPLOYEES

The Contractor shall arrange that all his employees and those of his subcontractors receive environmental training before the commencement of construction to the satisfaction of the Engineer or Environmental Officer, in order that these employees:-

- a) Acquire a basic understanding of the key environmental features of the work site and environs;
- b) Are thoroughly familiar with the requirements of the Environmental Protection and Control Specifications as they apply to the Works;

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

- c) Receive basic training in the identification of archaeological artifacts, and rare and endangered flora and fauna that may be encountered along the route;
- d) Are made aware of any other environmental matters which are deemed to be necessary by the Engineer or the Environmental Officer.

PD23 COMPLIANCE WITH ENVIRONMENTAL PROTECTION SPECIFICATIONS

All persons employed by the Contractor or his subcontractors shall abide by the requirements of these Specifications as they apply to the works.

Any employees of the Contractor or his subcontractors found to be in breach of any of the Environmental Protection Specifications may be ordered by the Engineer to leave the site forthwith.

The order may be given orally or in writing. Confirmation of an oral order will be given as soon as practicable but lack of confirmation in writing shall not be a cause for the offender to remain on site. No extension of time will be granted for any delay or impediment to ". Contractor brought about by a person ordered to leave the site.

Supervisory staff of the Contractor or his subcontractors shall not direct any person to undertake any activities which would place such person in contravention of the Environmental Protection and Control Specifications.

For every tree protected by these specifications which is removed or, in the opinion of the Engineer or the Environmental Officer, is unduly damaged by the Contractor, the Contractor shall pay a penalty of R5000.00 per tree.

PD24 SUBCONTRACTED WORK

Subcontractors and their employees shall comply with all the requirements of the Environmental Protection and Control Specifications that apply to the Contractor. Absence of specific reference to the subcontractor in any specification does not imply that the subcontractor is not bound by that specification.

PD25 MEASUREMENT AND PAYMENT

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

The reinstatement of borrow pits, pipe trenches and work areas shall be included in the contractor's rates for earthworks and excavations. Erosion protection such as construction of berms for stormwater drainage shall be included in the rates for pipe trenches and excavations of earthworks. Only gabions, where instructed by the Engineer will be paid separately.

PAIRTICUALR SPECIFICATION

PE DEALING WITH ESKOM SERVICES

- PE1 The Contractor is responsible for liaison with and compliance with 'Eskom's requirements regarding works in close proximity to or crossing of Eskom Services. Contractor is responsible for any damage done to Eskom Services by the Contractor's staff or labourers, or sub-contractors.
- PE 2 Eskom's rights, services and equipment must be acknowledge at all times and may not be interfered or tampered with.
- PE3 All work within Eskom's servitude area must be done in accordance with the requirements of the Occupational Heal and safety Act, Act No 85/19:n. Special attention must be given to the clearances between Eskom's conductors, structures, cable and electrical apparatus and the proposed construction work.
- PE4 No mechanical equipment, including mechanical excavators and high lifting machinery, may be used within Eskom's services and equipment, without prior permission in writing and supervision of Eskom's authorized area representative. Permission must be obtained at least 10 (ten) days prior to the commencement of any work or blasting within the servitude area.
- PE5 No construction work may be executed closer than 6 metres from any of Eskom's power line structures or stay wires.
- PE6 Eskom shall not be liable for the death of or injury to any person or for the loss of or damage to any property caused in whatsoever manner b the Contractor, his employees, agents or contractors. The Contractor indemnifies Eskom against all claims including claims for consequential damages by third parties which includes but is not limited to claims as a result of damage to, or interruption of or interference with Eskom's services or equipment. The Contractor's attention is drawn to section 27(3) of the Electricity Act of 1987.

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

- PE7 Eskom shall at all times have unobstructed access to and from its servitude area and power line structures.
- PE8 Prior to the commencement of work, the Contractor must obtain permission from the registered owner of the property over which Eskom's servitude is registered.

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

PARTICULAR SPECIFICATION

PF OCCUPATIONAL HEALTH AND SAFETY

CONTENTS

- PF 1 SCOPE**
- PF 2 INTERPRETATIONS**
- PF 3 GENERAL**
- PF 4 GENERAL REQUIREMENTS**
- PF 5 SPECIAL REQUIREMENTS**
- PF 6 MEASUREMENT AND PAYMENT**

PF 1 SCOPE

This specification details the health and safety requirements associated with the Works.

This specification is drawn up in accordance with the Construction Regulations. This specification must be read in conjunction with the following sections of this document.

- i) Portion 2, Part C1, Section C1.2 Contract Data
- ii) Portion 2, Part C3, Section C1.2 Scope of Work
- iii) Portion 2, Part C4 Site Information

Prior to attempting to identify and detail the hazards relative to the specific Works.

PF 2 INTERPRETATIONS

PF 2.1 Legislation and regulations

The following legislation is applicable:-

- a) Occupational Health and Safety Act, Act 85 of 1993 (hereinafter referred to as "the Act").
- b) Construction Regulations promulgated on 18 July 2003 and incorporated into the said Act by Government Notice R.1010, published in Government Gazette 25207, (here in after referred to as "the Regulations").

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

PF 2.2 Legislation and regulations

- The erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;
- The installation, erection, dismantling or maintenance of a fixed plant where such work includes the risk of a person falling;
- The construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
- The moving of earth, clearing of land, the making or an excavation, pilling, or any similar type of work".

PF 3 GENERAL

PF3.1 The Contractor shall ensure that all work is executed in accordance with work procedures, which comply to accepted safety practices with the Act and the Regulations.

PF3.2 The Employer will appoint the Contractor in writing for execution of the Works. The Contractor shall accept its appointment under the terms and Conditions of Contract. The Contractor shall sign and agree to those terms and conditions and shall, before commencing work, notify the Department of Labour in writing of the intended construction work in terms of Regulation 3 of the Regulations.

PF3.3 The Contractor shall not engage in any construction work until confirmation has been received in writing behalf of the Employer that the Contractor's health and safety plan is deemed suitable.

PF3.4 The Contractor shall not engage in any construction work until confirmation has been received in writing behalf of the Employer that the Contractor's health and safety plan is deemed suitable.

PF3.5 The location of the Works specific to this Contract is clearly described in the Scope of Work of this document.

The Contractor shall, in preparation of his Health and Safety Plan, familiarize himself with emergency services in the location of the Works and with the local infrastructure, e.g. clinics, hospitals, police services, ambulance services, fire protection services and disaster management Centre's, to such extent that he is conversant with these, should the need therefore arise.

Telephone numbers of all emergency services to be permanently displayed at the site camp, in a convenient and prominent position, wherever possible, close to a telephone.

PF3.6 Should the Contractor at any stage in execution of the Works:

Fail to implement or maintain his health and safety plan;

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

Execute construction work which is not in accordance with his health and safety plan; or

Act in any way which may pose a threat to the health and safety of persons, the Employer, his Agent or the Engineer will, by written order, suspend the progress of the Works. The Contractor shall, during such suspension, properly protect the Works so far as is necessary.

- PF3.7 The Contractor shall provide proof of his registration and good standing With the Compensation Fund, or with a licensed compensation insurer, prior to commencement with the Works.
- PF3.8 The Contractor shall, in submitting his tender, demonstrate that he has made provision for the cost of compliance with the specified health and safety requirements, the Act and the Construction Regulations, all in terms of sub-clause 4(1)h of the Construction Regulations. The costs of compliance shall clearly be demonstrated separately under the appropriate items of measurement, both under "fixed charge items" and "time related items".
- PF3.9 The Contractor shall consistently demonstrate his competence and adequacy of resources to perform the duties imposed on the Contractor in terms of his Specification, the Act and the Construction Regulations.
- PF3.10 The Contractor shall, throughout execution of the Contract, ensure that all conditions imposed on his sub-contractors in terms of the Act and the Construction Regulations are complied with, as if they were the Contractor.

PF 4 GENERAL REQUIREMENTS

PF4.1 Health and Safety Plan

The Contractor shall provide and demonstrate to the Employer a suitable and sufficiently documented health and safety plan, in compliance with the Act and the Regulations, which shall be applied from the date of commencement of and for the duration of execution of the Works.

- a) The Contractor's health and safety plan shall include the following principles:-
- i) A Health and Safety Policy authorized by the Contractor's executive corps that clearly states overall health and safety objectives and commitment to improving health and safety performance.
 - ii) A proper risk assessment of the construction work.
 - iii) Pro-active identification of potential hazards and unsafe working conditions.
 - iv) Informing and or training of employees working in hazardous and risk areas.

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

- v) Provision of a safe working environment and safety equipment.
- vi) Ensure the safety of sub-contractors through their safety plans
- vii) Monitoring health and safety on the construction works on a regular basis.
- viii) Use of competent construction safety officers.

b) The Contractor's health and safety plan should cover the following detail:-

- i) Health and Safety Policy.
- ii) Indication of competent supervision on site.
- iii) Competencies of persons (scaffold supervisors, first aiders, etc.)
- iv) Duties and responsibilities of all appointed persons on the project.
- v) Indication of condition and availability of high-risk equipment, tools & equipment.
- vi) Monitoring mechanisms.
- vii) Risk assessments of hazards identified.
- viii) Arrangements for continuous risk assessments on the project.
- ix) Medical and first air arrangements.
- x) Emergency preparedness arrangements.
- xi) Accident/ incident reporting and investigation arrangements.
- xii) Personal protective equipment arrangements.
- xiii) Site health and safety meeting arrangements.
- xiv) Audit arrangements.
- xv) Selection, procurement & management of other contractors.
- xvi) Maintenance arrangements of machinery and equipment
- xvii) Designer I Engineer interaction arrangements.
- xviii) Workers welfare facilities.
- xix) Induction arrangements.
- xx) Training arrangements.
- xxi) Performance review and improvements on the project.
- xxii) Past health and safety performance statistics of the Contractor.

PF4.2 Health and Safety File

- a) The Contractor shall ensure that a health and safety file, which shall include all documentation required in terms of the provisions of this specification, the Act and

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

the Regulations, is opened and kept on site and made available to the Employer or inspector upon request

- b) The Contractor's health and safety file should inter alia cover the following detail:-
- i) A copy of the health and safety plan.
 - ii) All inspection reports as indicated in PF4.4.
 - iii) Accident and incident reports.
 - iv) Minutes of monthly health and safety meetings.
 - v) Contact details of the CSO.
 - vi) Inventory of safety and first aid equipment.
 - vii) Method statements and procedures not included in the health and safety plan.
 - viii) Continuous risk assessments on the project.
 - ix) Toxic and hazardous material data sheets.
- c) Upon completion of the works, the Contractor shall hand over a consolidated health and safety file to the Employer.

PF4.3 Appointments

PF4.3.1 Construction Supervision (CS)

The Contractor shall in writing appoint a full time competent employee as the construction supervisor, with the duty of supervising construction of the Works.

PF4.3.2 Construction Safety Officer (CSO)

Before commencing with the Works, the Contractor shall designate in writing a competent construction safety officer who shall be acceptable to the Agent, to represent and act for the Contractor in health and safety and related matters.

PF4.3.3 Other Appointments

The Contractor shall in writing appoint competent supervisors, suitable and accomplished, as identified in the health and safety plan.

PF4.4 Monitoring Mechanism

Inspections as required by the Act must be conducted and the records thereof kept in the health and safety file.

PF4.4.1 Weekly inspections of first aid boxes.

PF4.4.2 Weekly inspections of ladders.

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

- PF4.4.3 Weekly inspections of fire-fighting equipment.
- PF4.4.4 Names and address of its employees who are registered as trained firefighting personnel as well as a duty roster.
- PF4.4.5 Monthly inspections of welding machines.
- PF4.4.6 Monthly inspections of oxy-acetylene equipment.
- PF4.4.7 Monthly inspections of builder's hoists.
- PF4.4.8 Monthly inspections of mobile and tower cranes.
- PF4.4.9 Monthly inspections of lifting gear
- PF4.4.10 Monthly inspections of electrical equipment. PF4.4.11 Monthly tests of earth leakage units.
- PF4.4.12 Inspections of formwork and support work on a routine basis as specified in PF 5.1(d).
- PF4.5 First Aid
- PF4.5.1 Safety notice board

The Contractor shall provide a safety notice board where safety notices, site regulations concerning safe working practice and information on the location of the nearest first aid station, can be conspicuously displayed to its entire staff. The size of the notice board shall be at least 600mm x 800mm.

- PF4.5.2 First Aid Equipment
- The Contractor shall provide a stretcher for emergencies and a first aid box with the minimum contents as prescribed by the General Safety Regulations as published by mean of Government Notices.
- PF4.5.3 Hazard Notices
- The Contractor shall display hazard notices in all areas where hazardous conditions prevail or may occur. Areas so demarcated shall be deemed to be "designated areas".
- PF4.5.4 Reporting of incidents and / or injuries

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

All incidents in respect of damage to Works, property or machinery or injury to persons shall be reported by the CSO or Site Representative to the Employer as soon as possible.

A mandatory incident report form, containing full details of the incident, shall be completed and submitted to the Employer within twenty four (24) hours of the occurrence of the incident.

The Employer shall have the right to make all or any enquiries as to the cause and result of any such incident. The Contractor shall provide the Employer with full facilities for carrying out such enquiries.

PF4.6 Good Housekeeping

The Contractor shall at all time carry out the Works in as manner to avoid the risk of bodily harm to persons or risk of damage to any property. The contractor shall take all precautions, which are necessary and adequate to eliminate any conditions, which contribute to the risk of injury to persons¹ or damage to property. The Contractor shall continuously inspect all work, materials and equipment to discover and determine any such conditions and shall be solely responsible for the discovery, determination and elimination of such conditions.

The Contractor shall keep the construction site neat and tidy and shall dispose of all waste material in an orderly manner.

All materials and equipment on the construction site shall be stored neatly and safely.

PF4.7 Reporting of incidents and / or injuries

The Contractor shall provide the necessary personal protective clothing for his employees in hazardous areas, appropriate to the nature of the hazard.

PF4.7.1 Hard Hats

All employees of the Contractor shall wear hard hats in designated areas. The Contractor shall keep enough hard hats available, of a contrasting colour to

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

that of his employees, for the use of visitors to the Works. Hard hats not be painted or otherwise defaced

PF4.7.2 Eye. & Ear Protection

Suitable eye and I or ear protection shall be worn in designated areas or when grinding, chipping, breaking, drilling, arc-welding, cutting with oxy-acetylene equipment or similar activities are taking place.

PF4.7.3 Footwear

All employees of the Contractor shall wear serviceable, laced-up safety footwear suitable for the intended purpose in designated areas.

PF4.7.4 Gloves

All employees of the Contractor shall wear suitable protective gloves in designated areas or when handling hot or hazardous materials or chemicals. Reflective vests shall be worn when working in or close to areas where traffic or movement of vehicles, earth moving equipment and poor visibility occur. Persons working over an accumulation of water e.g. reservoirs, rivers, dams or harbours, where a danger exists of falling into the water, shall wear life belts.

PF4.8 Road Traffic and Transportation

PF4.8.1 The Contractor shall ensure that vehicles are maintained in a roadworthy condition.

PF4.8.2 The Contractor shall ensure that drivers of vehicles are in possession of an appropriate and valid driver's licence.

PF4.8.3 The Contractor shall not permit any driver to be in control of a vehicle on the works while under the influence of intoxicating liquor or narcotic drugs.

PF4.8.4 All vehicles of the Contractor shall display a name board bearing the Contractor's name. Hired vehicles shall bear an identifying sticker.

PF4.9 Overhead Powerlines

Regulations of the electricity supply authority in connection with prohibition of operations in the vicinity of overhead power lines shall be complied with by the Contractor at all times.

PF4.10 Machinery, Tools and Equipment

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

The Contractor shall ensure that all machinery, tools and equipment are safe to use and maintained in a good condition. All tools and machinery, tools and equipment are to be regularly inspected and such registers are to be kept on site.

PF4.11 Welfare Facilities

PF 4.11.1 The Contractor shall provide and maintain at or within reasonable access of the Works, the following clean facilities:-

- a) At least one (1) shower for every fifteen (15) workers of each gender.
- b) At least one (1) sanitary facility for every thirty (30) workers of each gender.
- c) Changing facilities for each gender, and
- d) Sheltered eating areas.

PF 5 SPECIAL REQUIREMENTS

PF 5.1 Formwork and Support Work

The Contractor shall ensure that:-

- a) all formwork and support work operations are carried out under the supervision of a competent person who has been appointed by the Contractor in writing for that purpose that no loads are imposed onto the structure that the structure is not designed to withstand.
- b) all formwork and support work structures are adequately designed, erected, supported, braced and maintained so that they will be capable of supporting all anticipated vertical and lateral loads that may be applied to them and also that no loads are imposed onto the structure that the structure is not designed to withstand.
- c) the foundation conditions are and remain suitable to withstand the load caused by the framework and support structure and any imposed loads such that the framework and support work structure are stable.
- d) all formwork and support work structures are inspected by a competent person, who has been appointed by the Contractor in writing for that purpose, immediately before, during and after the placement of concrete or any other imposed load and thereafter on a daily basis until the formwork and support work structure has been removed and the results have been recorded in a register, kept in the health and safety file.
- e) Upon casting concrete, the support work or formwork structure should be left in place until the concrete has acquired sufficient strength to support safely, not only its own load, but also any imposed loads and

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

not removed until authorization has been given by the competent person contemplated in sub paragraph (a).

PF 5.2 Prevention of Uncontrolled Collapse

The Contractor shall ensure that:-

- a) all reasonable practicable steps are taken to prevent the uncontrolled collapse on any new or existing structure or any part thereof, which may become unstable or is in a temporary state of weakness or instability due to the carrying out of construction. Work; and
- b) no structure or part of a structure is loaded in a manner that would render it unsafe.

PF 5.3 Scaffolding

- a) when using access scaffolding the Contractor shall ensure that such scaffolding, when used, complies with the Regulations under section 44 of the Act.
- b) the Contractor shall ensure that all scaffolding operations are carried out under the supervision of a competent person who has been appointed in writing and that all scaffold erectors, team leaders and inspectors are competent to carry out their work.
- c) all scaffolding shall comply to SASS 085 'The design, erection, use and inspection of access scaffolding' of which a copy shall be kept in the health and safety file.

PF 5.4 Safe Working Loads

The Contractor shall ensure that:-

- a) the safe working loads of hoists, load bearing beams and cranes are prominently at all times;
- b) the safe working loads are not exceeded under any circumstances; and
- c) all lifting gear is marked with a unique identity number and recorded in a register kept in the health and safety file.

PF5.5 Commission Safety Precautions

The Contractor shall ensure that wherever repairs, adjustments or any other work are undertaken on any plant or machinery, the power supply is switched off, disconnected or the plant/machinery disengaged until the work or repairs have

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

been completed.

PF5.6 Use and Storage of Toxic, Hazardous Chemical and Flammable Materials

- a) The Contractor shall take adequate safety precautions with the handling and storage of any toxic, hazardous chemicals and flammable materials.
- b) The contractor shall provide suitable and adequate protective equipment when working in areas where toxic, hazardous chemicals and flammable materials are being used
- c) The Contractor shall ensure that its employees have familiarized themselves with the toxic and hazardous material data sheets applicable as well as the location of firefighting equipment, safety showers/baths and other washing facilities, prior to commencement of work.

PF5.7 Work on Elevated Positions

- a) Whenever persons are required to work in an elevated position, every possible and practicable mean shall be adopted to provide such persons with effective safeguards.
- b) The Contractor shall stop all persons working on the erection of steelwork during periods of inclement weather or if the possibility of lightning strikes is present.
- c) Safety belts shall be worn when working at an elevation of 2 metres or more.
- d) Working on elevated positions shall only be carried out under the supervision of a competent person, appointed in writing by the Contractor.
- e) Under no circumstances may safety belts be used as fall arrest equipment but only as a fall prevention device. Full body harnesses with appropriate arrest mechanisms are to be used for all arrest purposes.
- f) Lifelines are to be used with safety harnesses or safety belts when doing steel erection and other similar activities such that persons are not exposed to danger by continuously attaching and detaching the lanyards from the structure.

PF5.8 Excavations

- b) Digging or excavation operations may not commence without the written authorization from the competent supervisor appointed by the Contractor in writing.
- c) Adequate precautions shall be taken by the Contractor to prevent slumping of excavations, as well as to prevent rocks and loose material falling onto workers.

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

- d) All excavations by the Contractor are to be clearly demarcated to prevent accidental access. Solid barricading shall be used at areas where there is a fall hazard present (save for pipe trenches). Danger tape may only be used to make the solid barricading more visible.

PF5.9 Indemnity of Employer and His Agents

- a) The annexure to this Contract Document contains a declaration pertaining to the Health and Safety Plan which shall be duly completed and signed by the Tenderer.
- b) Any acceptance, approval, check, certificate, consent, examination, inspection, instruction, notice, observation, proposal, request, test or similar act by either the Employer or any of his Agents (including absence of disapproval) shall not relieve the Contractor from any responsibility he has under the Contract, the Act and the Construction Regulations, including responsibility for errors, omissions, discrepancies and non-compliances.

PF 6 MEASUREMENT AND PAYMENT

The Contractor shall clearly demonstrate that he has indeed made provision for the cost of health and safety measures during the construction process, as required in terms of **Subclause 4(1)(h) of**

The Construction Regulations (2015) proclaimed under section 43 of the Occupational Health and Safety Act. (Act No 85 of 1993).

- The tendered price shall include for compliance to the following legislation:-
- Compensation for Occupational Injuries and Diseases Act, 130 of 1993;
- Occupational Health and Safety Act, 85 of 1993 and Regulations promulgated there under; and
- Construction Regulations, 2003.
- Differentiation shall be made in the Schedule of Quantities between the following two payment items:-
- Establishment by the contractor of facilities on site, and

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

- Operations and maintenance by the Contractor of facilities on site to ensure that all work is executed in accordance with above mentioned legislation and this Specification.

(a) 1200 : GENERAL REQUIREMENTS AND PROVISIONS

C5.1 PROFORMA DOCUMENTS

The following is a list of Proforma documents and examples that are required to be completed by the successful tenderer.

C5.1.1	RETENTION MONEY GUARANTEE PROFORMA.....	C.168
C5.1.2	EXAMPLE OF ABE DECLARATION AFFIDAVIT.....	C.170

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

C5.1.1 RETENTION MONEY GUARANTEE PROFORMA

EXAMPLE

.....Municipality
.....
.....
.....

FOR INFORMATION ONLY:
This Guarantee is not to be completed and signed by the Guarantor.
A separate form will be issued to the successful Tenderer

Notes to Tenderer

- 1. **This pro forma is for information only. The successful tenderer’s guarantor will need to reproduce it without amendment, omission or addition for completion and lodgement with the Employer.**
- 2. **The tenderer’s guarantee will have to be on letterheads indicating the contact details of the guarantor, shareholders/board of directors, guarantee number and the company registration number.**

CONTRACT NO. : BM01/21/22

FOR

DESCRIPTION OF THE CONTRACT

“CONSTRUCION OF PINKIE SEBOTSE SPORTS FACILITY”

The guarantee is issued on behalf of

Registration No

(here in after referred to as “the Contractor”) in connection with the above mentioned contract (hereinafter referred to as “the Contract”).

Whereas you have agreed that the Contractor may provide a guarantee in lieu of the retention monies provided for under the Contract.

Now therefore we, the undersigned, being duly authorised to represent the

.....
(full name of guarantor) registration number

undertake to pay you such amounts as you may from time to time demand from us, immediately upon receipt of a written demand from you.

- 1. Each demand shall be in writing and delivered to us at or such other address as we shall in writing notify to you.
- 2. Our liability to make the payments herein referred to shall be unconditional and not be affected or diminished by any disputes, claims or counterclaims between you and the Contractor.
- 3. Our aggregate liability under this guarantee is limited to (R.....) and is restricted to payment of monies only.

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

- 4. This guarantee shall expire on the date on which the last of the retention monies, which but for this guarantee would have been retained by you, becomes payable to the Contractor.
- 5. This guarantee is neither negotiable nor transferable and must be returned to us against final payment of our aggregate liability or on the date of the expiry of the guarantee in terms of Clause 4 (above), whichever is the earlier.

Signed atfor and on behalf of

on this the day ofin the year

GUARANTOR:

AS WITNESS:

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

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

C5.1.2 EXAMPLE OF ABE DECLARATION AFFIDAVIT

(facsimiles will be provided by the Employer to be completed by ABEs)

1. Name of firm :
- Postal address :
- Telephone no. : Fax no
- Contact person :
- VAT registration no. :
2. Type of firm (tick as appropriate)
 - Partnership.....
 - One person business/sole trader.....
 - Close corporation: registration no.....
 - Date of registration.....
 - Company: registration no.....
 - Pty Ltd: registration no.....
3. Principal Business Activities :
4. Service/work to be performed on this contract:
5. Participation in this contract
 - as a Sub-contractor Yes/No
 - in a Joint Venture Yes/No
 - with main contractor Yes/No
 - with a sub-contractor Yes/No
6. List all partners, proprietors and shareholders:

Name	ID. No.	Citizen of RSA Yes/No	PDI status Yes/No	%owned

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

7. List the last four contracts/assignments completed by your firm. If required, a separate sheet may be used and attached to this page. Reference may be called from the Employers of the projects listed.

PROJECT AND WORK PERFORMED	EMPLOYER (NAME, ADDRESS, TEL, FAX)	VALUE OF RANDS

Notes to tenderer:

Under column 1 state the assignment or contract (eg. Contract XYZ0123): Construction of rural roads) and follow this with the work carried out (eg. construction of pipe culverts).

Under column 2, if it was a sub-contract give the required details of the employer for the main contract and also of the Contractor who employed you.

Under column 3 give the value of the main contract (if any and if known) and also the value of the work carried out by you.

8. Declaration

I,,
being duly authorised to sign on behalf of the firm, affirm that the PDI equity in this business is as stated above and that the information furnished is true and correct.

Signature

Name (print)

Date

Signed on behalf of (print name)

Address

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

Telephone no.

Commissioner of Oath

Date

Note: In the case of a Company a certificate of authority for signatory must be provided.

C.173

BLOUBERG MUNICIPALITY

CONTRACT No. BM 01/20/21

UPGRADING OF SENWABARWANA BY-PASS ROAD

SUPPLY CHAIN MANAGEMENT POLICY

C.174

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

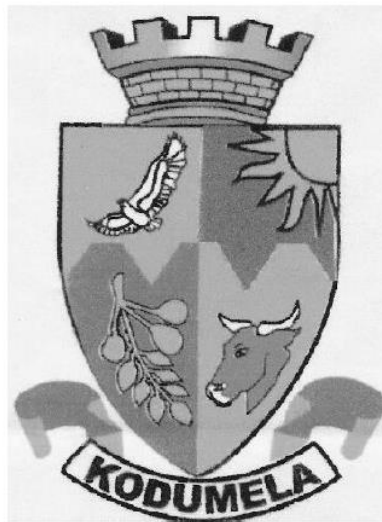
FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

Blouberg Local Municipality's SCM Policy for 2020/21 Financial Year

DRAFT

POLICY

SUPPLY CHAIN MANAGEMENT



BLOUBERG LOCAL MUNICIPALITY**CONTRACT No. BM01/21/22****FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY**

Blouberg Local Municipality's SCM Policy for 2020/21 Financial Year

CHAPTER 1

1. INTRODUCTION

A Green Paper on Public Sector Procurement Reform in South Africa was published in April 1997. The Green Paper recognized that public sector procurement could be used by government as a mechanism to also achieve certain broader policy objectives such as black economic empowerment, local economic development spin-offs for small and medium sized business, skills transfer and job creation. To achieve this, institutional and economic reform was necessary within two broad themes, namely, to establish principles of good governance in the area of supply chain management and to introduce a preference system to achieve certain Socio-economic policy objectives.

This document is to serve as both a policy guideline and as a general user manual for the personnel of the BLM in which the policy and directives with regard to supply chain management are made known. This policy therefore addresses the following as required by the Local Government: Municipal Finance Act, 2003 and the Preferential Procurement Regulations of 2004, the Broad-Based Black Economic Empowerment Act (Act 53 of 2003) and the Draft Supply Chain Management Regulations from National Treasury (3 May 2005):

- Procurement of goods and services;
- Disposal of goods no longer needed;
- Selection of contractors to provide assistance in the provision of municipal services otherwise than in circumstances where Chapter 8 of the Systems Act applies; and
 - Selection of external mechanisms referred to in section 80(1)(b) of the Systems Act

This policy does not apply if the municipality contracts with another organ of state for-

- Provision of goods or services to the municipality;
- The provision of a municipal service or assistance in the provision of a municipal service; or
- The procurement of goods and services under a contract secured by that other organ of state, provided that the relevant supplier has agreed to such procurement.

2. ABBREVIATIONS

BEE Black Economic Empowerment

BBEEA Broad-Based Black Economic Empowerment Act (Act 53 of 2003)

MFMA Municipal Finance Management Act, 2003 (Act 56 of 2003)

BLM Blouberg local municipality established i.t.o. Act No 117 of 1998

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

Blouberg Local Municipality's SCM Policy for 2020/21 Financial Year

CEO Chief Executive Officer

CFO Chief Financial Officer

CBC Central Bid Committee

HDI Historically Disadvantaged Individual

HOD Head of Department

MM Municipal Manager

PPPFA Preferential Procurement Policy Framework Act, (Act no 5 of 2000)

RDP Reconstruction and Development Programme

RFI Request for Information

RFP Request for Proposal

SCM Supply Chain Management

SFEC Standing Financial Expenditure Committee

SMME Small Medium and Micro Enterprise

TOR Terms of Reference

3. DEFINITIONS

In this Policy, unless a written context otherwise indicates, a word or expression to which a meaning has been assignment in the Act has the same meaning as in the Act, and:

"Bid" means a written offer submitted in a prescribed or stipulated form, in response to an invitation by the Blouberg Municipality for a procurement as part of a competitive bidding process;

"Competitive bid" means a bid in terms of competitive bidding process;

"Final award" means the final decision on which bid or quote to accept;

"In the service of state" means to be:

- (a) a member of
 - (i) any municipal council;
 - (ii) any provincial legislature;
 - (iii) the National Assembly or National Council of provinces;

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

Blouberg Local Municipality's SCM Policy for 2020/21 Financial Year

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

"Long term contracts" means a contract with a duration period exceeding one Year;

"Other applicable legislation" means any other legislation applicable to municipal Supply chain management, including:

- (a) The Preferential Procurement Policy Framework Act, 2000(Act No.5 of 2000)
- (b) The Broad Based Black economic Empowerment Act, 2003 (Act No.53 of 2003)
- (c) The Construction Industry Development Board Act. 2000 (Act No.38 of 2000)

"Municipality" means Blouberg Municipality;

"Historically Disadvantaged Individual" means a South African citizen:

- (a) Who had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act no 110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act no 200 of 1993) ("the Interim Constitution"); and/or
- (b) Who is a female; and/or
- (c) Who has a disability;
- (d) Provided that a person who obtained South African citizenship on or after the coming into effect of the Interim Constitution, is deemed not to be an HDI.

"Small Medium and Micro Enterprise" SMME is as defined in the National Small Business Act, 102 of 1996. Employing a maximum of 100 employees in any sector except manufacturing or construction where the maximum is 200 employees.

"Council" means Blouberg Municipal council referred to in Sec 157(1) of the constitution;

"Delegation" means the issuing of a written authorization by delegating authority to a delegated body to act in his stead;

"Physically disabled" shall mean suffering from an impairment of a physical, intellectual or sensory function, resulting in a restriction or lack of ability to perform an activity in a manner or within a range considered normal.

"Head of department" shall mean a senior manager as referred to in Section 56 of the Municipal Systems Act.

"the Act" means Local Government: Municipal Finance Management Act, 2003 (Act No. 56 of 2003)

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

Blouberg Local Municipality's SCM Policy for 2020/21 Financial Year

"the Regulation" means the Local Government: Municipal Finance Management Act, 2003, Municipal Supply Chain Management Regulations Gazetted in Gazette Number 865 of 2005;

"youth" means any person who is thirty-five years old and below;

"Municipal Finance Management Act" shall mean the Municipal Finance Management Act no 56 of 2003

"Municipal manager" shall mean the person appointed in terms of Section 82 of the Municipal Structures Act.

"Municipal Structures Act" shall mean the Local Government: Municipal Structures Act No. 117 of 1998.

"Municipal Systems Act" shall mean the Local Government: Municipal Systems Act No. 32 of 2000.

"Supply chain management policy" shall mean the policy referred to in Section 111 of the Municipal Finance Management Act.

"Budget and treasury office" shall mean the office established in terms of Section 80 of the Municipal Finance Management Act"

"Chief financial officer" shall mean the person designated as such in terms of Section 80(2)(a) of the Municipal Finance Management Act No. 56 of 2003.

"Councilor" shall mean a member of the municipal council.

4. LEGISLATIVE ENVIRONMENT & REGULATORY FRAMEWORK

4.1 THE CONSTITUTION

In establishing a supply chain management policy document, the Blouberg local municipality must produce a document that complies with section 217 of the Constitution of the Republic of South Africa, 1996 Act 208 of 1996) which reads as follows:

(1) When an Organ of State in the national, provincial or local sphere of government, or any other institution identified in national legislation, contracts for goods and services, it must do so in accordance with a system which is fair, equitable, transparent, competitive and cost-effective.

(2) Subsection (1) does not prevent the Organs of State or institutions referred to in that subsection from implementing a procurement policy providing for-

(a) categories of preference in the allocation of contracts; and (b) the protection or advancement of persons, or categories of persons, disadvantaged by unfair discrimination.

(3) National legislation must prescribe a framework within which the policy referred to in subsection (2) must be implemented.

BLOUBERG LOCAL MUNICIPALITY**CONTRACT No. BM01/21/22****FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY**

Blouberg Local Municipality's SCM Policy for 2020/21 Financial Year

4.2 THE MUNICIPAL SYSTEMS ACT

The "Municipal Systems Act 2000 (Act 32 of 2000) requires that municipalities assess, according to specific criteria and processes, whether to provide municipal services internally or externally by way of service delivery agreements. This Act stipulates the requirements for service delivery agreements through competitive bidding selection and pre-qualification processes which-

- Are competitive, fair, transparent, equitable and cost-effective,
- Allow all prospective service providers to have equal and simultaneous access to information relevant to the bidding process;
- Minimise the possibility of fraud and corruption; and
- Make the municipality accountable to communities, residents and role-players about progress with selecting a service provider and the reasons for any decision in this regard; and
- Take into account the need to promote the empowerment of small and emerging enterprises.

4.3 THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT

The Preferential Procurement Policy Framework Act, (Act No. 5 of 2000) and its regulations are applicable to local government. It provides that BLM shall implement a preference system in the allocation of contracts for categories of service providers to advance the interest of persons disadvantaged by unfair discrimination. However, it must be applied without compromising or limiting the quality, coverage, cost and developmental impact of the services.

4.4 THE LOCAL GOVERNMENT: MUNICIPAL FINANCE MANAGEMENT ACT, 2003 (ACT 56 OF 2003)

This Act and Chapter 11 in particular deals with supply chain management in detail and it is essential that it is strictly adhered to by the municipality in order to achieve the objectives as set out in this document. It is compulsory for a municipality to have a supply chain management policy to give effect to the relevant provisions of the Act.

The Municipal Finance Management Act, 2003 (Act 56 of 2003) provides that the municipal supply chain management shall comply with a regulatory framework that must cover at least the following:

- The range of supply chain management processes that will be used including tenders, quotations, auctions and other types of competitive bidding.
- When a particular type of process must be used.
- Procedures and mechanisms for each type of process.
- Procedures and mechanisms for more flexible processes where the value of a contract is below a prescribed amount.
- Open and transparent pre-qualification processes for tenders or other bids.
- Competitive bidding processes in which only pre-qualified persons may participate.
- Bid documentation, advertising of and invitations for contracts.

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

Blouberg Local Municipality's SCM Policy for 2020/21 Financial Year

Procedures and mechanisms for-

- The opening, registering and recording of bids in the presence of interested persons;

- The evaluation of bids to ensure best value for money;

- Negotiating of final terms of contracts; and

- The approval of bids.

Screening processes and security clearances for prospective Contractors on tenders or other bids above a prescribed value.

- Compulsory disclosure of any conflicts of interests prospective contractors may have in specific tenders and the exclusion of such prospective contractors from those tenders or bids.

- Participation in the supply chain management system of persons who are not officials of the municipality

- The barring of persons from participating in tendering or other bidding processes, including persons who were convicted for fraud or corruption during the past five years;

-Who wilfully neglected, reneged on or failed to comply with a government contract during the past five years; or -Whose tax matters are not cleared by SARS.

- Measures for:

- Combating fraud, corruption, favouritism and unfair and irregular practices in municipal supply chain management; and

- Promoting ethics of officials and other role players involved in municipal supply chain management.

- The invalidation of recommendations or decisions that were unlawfully or improperly made, taken or influenced, including recommendations or decisions that were made, taken or in any way influenced by –

- Councillors in contravention of item 5 or 6 of their Code of Conduct;

- Municipal officials in contravention of items 4 or 5 of their Code of Conduct.

- The procurement of goods and services by municipalities through contracts procured by other organs of state.

- Contract management and dispute settling procedures.

- Delegation of municipal supply chain management powers and duties.

5. VISION AND OBJECTIVES

BLM is a municipality that undertakes to ensure equitable distribution of resources and act as a catalyst for development and service delivery in a co-ordinated, inclusive and sustainable manner.

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

Blouberg Local Municipality's SCM Policy for 2020/21 Financial Year

BLM intends to use the new acquisition policy as a tool to achieve the following objectives:

- stimulate economic growth
- stimulate socio- economic development
- enhance quality of services
- enhance delivery of services
- promote fairness, transparency, competitiveness and cost-effectiveness

This supply chain management policy is intended to be in line with the prescribed national procurement policy and will also take into consideration the following key principles:

- Creating opportunities for SMME's; ensuring that value for money is obtained; to eliminate and counter any form of corruption, favouritism and irregular practices;
- Implementation of systems of control and accountability; and standardisation in procedures of bid evaluations, documentation and contracts;
- Effective monitoring and support
- Total quality management

6. DELEGATION OF SUPPLY CHAIN MANAGEMENT POWERS.

(1) The council of the municipality delegate powers and duties to the accounting officer so as to enable the accounting officer to:

- (a) Discharge the supply chain management responsibilities conferred on accounting officers in terms of chapter 8 or 10 of the Act.
- (b) to maximize administrative and operational efficiency in the implementation of the scm policy
- (c) to enforce reasonable cost-effective measures for the prevention of fraud, corruption, favoritism and unfair and irregular practices in the implementation of supply chain management policy; and
- (d) to comply with his or her responsibilities in terms of section 115 and other applicable provisions of the Act.

(2) The council may not delegate any supply chain powers or duties to a person who is not official of municipality or to a committee which is not exclusively composed of officials of the municipality

(3) No decision-making in terms of any supply chain management powers and duties may be delegated to an advisor or consultant.

CHAPTER 2

Supply chain Management System

Municipality shall use the following system of Supply Chain Management:

- (a) demand management;

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

Blouberg Local Municipality's SCM Policy for 2020/21 Financial Year

- (b) acquisition management;
- (c) logistics management;
- (d) risk management;
- (e) performance management;

1. DEMAND MANAGEMENT

1.1 SYSTEM OF DEMAND MANAGEMENT

(a) Accounting Officer must establish and implement an effective demand Management system in order to ensure that the resources required to support the strategic and operational commitments of the municipality are delivered at correct time, at the right price and at a right locations as outlined in the Integrated Development Plan of municipality.

(b) Every Head of department shall during preparation of budget for the year:

- (i) determine which function it must perform;
- (ii) determine goods and services to be procured in the performance of those functions;
- (iii) determine quantity and specifications for the required goods;

(c) the SCM Unit shall after consultation with Heads of departments compile a schedule of procurements for capital projects and any other requirements for each financial year;

2. ACQUISITION MANAGEMENT

2.1 SYSTEM OF ACQUISITION MANAGEMENT

(a) the accounting officer must implement the system of acquisition management as set out in this section in order to ensure:

- (i) that goods and services are procured by municipality in accordance with authorized processes only;
- (ii) that expenditure on goods and services is incurred in terms of an approved budget and IDP in terms of section 15 of the Act;
- (iii) that the threshold values for the procurement for the different procurement processes are complied with;
- (iv) that bid documentation, evaluation and adjudication criteria, and general conditions of contract, are in accordance with any applicable legislation; and
- (v) that any treasury guidelines on acquisition management are properly taken into account.

(b) this policy does not apply in respect of procuring goods and services contemplated in section 110(2) of the Act, including:

- (i) water from department of water affairs or a public entity, another municipality or municipal entity; and
- (ii) electricity from Eskom or another public entity, another municipality or municipal entity.

(c) Accounting officer must ,when procuring goods or services contemplated in section 110(2) of the Act make public the fact that it procures such goods or

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

Blouberg Local Municipality's SCM Policy for 2020/21 Financial Year

services otherwise than through its Supply Chain Management system, including:
(i) the kind of goods or services; and (ii) the name of supplier.

2.2 RANGE OF PROCUREMENT PROCESSES

(a) Goods may only be procured by way of:

- (i) petty cash purchases, up to a transaction value of R 500(VAT Included);
- (ii) One quotation for procurement of transaction value of over R 500 up to R 2000 (VAT included)
- (iii) formal written quotations for procurements of transaction value over R 2000 up to R 200 000 (VAT included); and
- (iv) Competitive bidding process for procurement above R30000.00R and long term contracts.

(b) Goods or services may not deliberately be split into parts or items of a lesser value merely to avoid complying with the requirements of this policy.

(c) When determining transaction values, a requirement for goods or services consisting of different parts or items must as far possible be treated and dealt with as a single transaction.

2.3 GENERAL PRECONDITIONS FOR CONSIDERATION OF WRITTEN QUOTATIONS OR BIDS

A written quotation or bid may not be considered unless the provider who submitted quotation or bid (a) has furnished the following:

- (i) full name
- (ii) identification number or company or other registration number;
- (iii) tax reference number and VAT registration number, if any;

(b) has authorized the municipality to obtain a tax clearance from South African Revenue Service that the Provider's tax matters are in order.

(c) has indicated

- (i) whether he or she is in the service of the state or has been in the service of the state in the previous twelve months
- (ii) if the provider is not natural person, whether any of its directors, managers, principal shareholders or shareholder is in the service of state, or has been in the service of state in the previous twelve months
; or
- (iii) Whether a spouse, child or parent of the service provider or of director, shareholder or stakeholder referred to in subparagraph(ii) is in the service of state or has been in the service of state in the previous twelve months.

2.4 CENTRAL SUPPLIERS DATABASE

(a) The Blouberg Local Municipality must only do a business with Suppliers from Treasury's Central Supplier's Database.

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

Blouberg Local Municipality's SCM Policy for 2020/21 Financial Year

(b) The CSD 's report should include the following:

- Confirmation and status of Business Registration Documents
- Proof of Bank Account Registration
- Tax compliance status
- Employee in the service of state as defined in the Municipal SCM Regulations with information only available in the PERSAL system at this time, namely National and Provincial officials
- Identity Documentation
- Tender defaulters and restrictions status

2.5 PETTY CASH PURCHASES

The following petty cash procurement process shall apply:

- (a) Procurement of goods to a maximum amount of R 500 per transaction may be made by means of petty cash purchases;
- (b) Maximum amount of petty cash on hand shall be R 5000 per month;
- (c) Only Supply Chain Manager can give a department a go ahead to request petty cash after taking into account the nature of expenditure and satisfying himself that procurement can be done via petty cash and that petty cash system is not abused.
- (d) Each department must compile monthly reconciliation reports to the Chief Financial Officer, including:
- (i) The total amount of petty cash for that amount; and
 - (ii) Receipts and appropriate documents for each purchase.

2.6 WRITTEN OR VERBAL QUOTATIONS.

- (a) Written or Verbal quotation must be obtained from at least three different suppliers from, but not limited to, suppliers whose names appear on the suppliers database of the municipality, provided that if quotations are obtained from suppliers who are not listed, such suppliers must meet the listing criteria required by this policy.
- (b) To the extent feasible Suppliers must be requested to submit such quotations in writing.
- (c) if it is not possible to obtain three quotations, the reasons must be approved by Chief Financial Officer, recorded and reported quarterly to accounting officer;
- (d) Accounting officer must record names of potential providers requested to provide quotations as referred in (c) above and their quoted price;
- (d) If quotation was submitted verbally, the may be placed against written confirmation by selected supplier.

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

Blouberg Local Municipality's SCM Policy for 2020/21 Financial Year

2.6 FORMAL WRITTEN QUOTATIONS

(a) Quotations must be obtained from at least three different providers preferably from, but not limited to, providers whose names appear on the list of accredited prospective providers of the municipality, provided that if quotations are obtained from providers who are not listed, such providers must meet the listing criteria required by this policy.

(b) if it is not possible to obtain three quotations, the reasons must be approved by Chief Financial Officer, recorded and reported quarterly to accounting officer;

2.7 PROCEDURES FOR PROCUREMENT VIA WRITTEN QUOTATIONS

(a) all requirements in excess of R 30 000(VAT included) must be advertised for at least for at least seven days on the website of municipality or local notice boards.

(b) Rotation system where possible must be used when procuring from suppliers on the list of accredited suppliers.

(c) Accounting officer via SCM unit must take all reasonable steps to ensure that procurement of goods or service via quotations is not abused.

(d) SCM unit must on a monthly basis notify in writing of all written quotations accepted by it.

(e) where quotations have been invited via local notice boards and municipal website, no additional quotations are needed should the number of received quotations be less than three.

2.8 COMPETITIVE BIDS

(a) goods and services above a transaction value of more than R 200 000 (VAT included) and long term contracts may be procured by municipality via competitive bidding process.

2.9 PROCESS FOR COMPETITIVE BIDS

Procedures for competitive bidding process will be as follows:

- (i) Compilation of bid documents
- (ii) Public Invitation of bids;
- (iii) Site meetings or briefing sessions, if applicable;
- (iv) Handling of bids submitted in response to public invitation;
- (v) The evaluation of bids
- (vi) Award of contracts
- (vii) Administration of contracts
- (viii) Proper record keeping

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

Blouberg Local Municipality's SCM Policy for 2020/21 Financial Year

2.9.1 BID DOCUMENTATION FOR COMPETITIVE BIDS

Municipal Bid documents must comply with following requirements:

- (a) take into account :
 - (i) the general conditions of contract;
 - (ii) treasury guidelines on bid documentation and
 - (iii) the requirements of the construction Industry Development board, in respect of bids relating to construction, upgrading or refurbishment of buildings or infrastructure;
- (b) Stipulate the preference point system which will be applied in evaluation and adjudication of contracts;
- (c) Compel bidders to make declaration of interest and fill declaration of interest form;
- (d) if the transaction value is estimated to exceed R 10 million(VAT included), require bidders to furnish the followings:
 - (i) the audited financial statements(if bidder is required by law to prepare financial statements) for the past three years or since establishment if entity is established within or during the past three years;
 - (ii) a certificate signed by the bidder certifying that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;
 - (iii) particulars of any contracts awarded to the bidder by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;
 - (iv) a statement indicating whether any portion of the goods or services are expected to be sourced from outside Republic, and, if so, what portion and whether any portion of payment from municipality is expected to be transferred out of the Republic;
- (e) Stipulate that disputes must be settled by means of mutual consultation, mediation (with or without legal representation), or, when unsuccessful, in a South African court of law.

2.9.2 PUBLIC INVITATION OF BIDS

- (a) Accounting officer of BLM is required to advertise all bids on the eTender Publication Portal as provided below.

All bids advertised on the eTender Publication Administrator must at least contain the following information:

- Bid description;
- Bid number;
- Name of Municipality or Entity;
- The physical location where the goods, services or works specified in the bid are required; The closing date and time of the bid;

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

Blouberg Local Municipality's SCM Policy for 2020/21 Financial Year

- Municipality or entity's contact details (postal and physical address, telephone number, email address, etc.);
- The physical location where hard copies of bids can be collected;
- The physical location where bids should be delivered; and
- The bid documents (MBDs, Terms of Reference, GCC and any other relevant document).

(b) The minimum period of time, which may be allowed between the publication date of bid invitations and closing time for bids, must be stipulated and should be sufficient for bidders to reply to the specific requirement. This period may not be less than 14 days for bid which does not exceed R 10 million and 30 days for bid of transaction value equal or exceeding R 10 million. When determining a closing date, sufficient time must be allowed for prospective bidders to prepare and submit their bids. The necessary information regarding the date and time of closure must appear in the bid document and shall be collected from the BLM offices during working hours. It is essential that a definite cut-off time for submitting bids should be set and it should be strictly observed. Late bids, bids by telephone, fax or email are not considered.

(c) Accounting officer may determine closure of bids which is less than 30 or 14 days requirements only on grounds of urgency or emergency or any exceptional case where it is impractical or impossible to follow official procurement process;

(d) The bid advertisement must clearly indicate that it is the municipality's prerogative not to award the bid or any part thereof to the lowest or any bidder.

(e) Bids advertisement must contain statement that bids may only be submitted on the bid documentation provided by municipality.

(f) Bids submitted to municipality must be sealed.

2.9.3 SITE INSPECTION/BRIEFING OR INFORMATION SESSION

(a) The necessary information regarding a site inspection/information session must appear in the bid document, if applicable. A fully explanatory site inspection may be conducted before the close of bids to ensure that the bidders understand the scope of the project and that they can comply with the conditions and requirements.

(b) Should it be a condition that prospective bidders attend a site inspection, nonattendance of this site inspection may invalidate a bid.

(c) The following information shall be necessary:

(i) Particulars of the place and time of the site inspection, indicated in the advertisement as well as in the bid document

(ii) Proper minutes to be taken on all information disclosed during the site inspection

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

Blouberg Local Municipality's SCM Policy for 2020/21 Financial Year

- (iii) Copies of these minutes must be made available to all interested parties that attend the meeting
- (iv) The same copies must also be made to all other prospective bidders (v) Bidders should be requested in the Bid documents to certify that the site inspection was attended and that they are fully aware of the extent of the task
- (d) Bidders should certify that the site inspection meeting was attended and that they are fully aware of what is reasonably expected from them
- (e) Bidders should state on a form (to be included in the Bid document)
- (f) The name of the person who represented the company/firm;
- (g) Particulars of the company/firm;
- (h) Date and place of inspection; and
- (i) Any other information that is required by the BLM

2.9.4 PROCEDURE FOR HANDLING, OPENING AND RECORDING OF BIDS

- (a) The following procedure shall be followed when opening bids:
 - (i) SCM unit shall open the bids in public.
 - (ii) The opening of bids must be at the same time as soon as possible after the closing time.
 - (iii) Names of bidders and their bidding price must be read out to public.
 - (iv) All bids received must be recorded in the register for that purpose
 - (v) Register will be available to public; and
 - (vi) Entries in the bid register and bid results shall be published on the website of the municipality.

2.10. NEGOTIATIONS WITH PREFERRED BIDDERS

- (a) Accounting officer can negotiate the final terms of a contract with bidders identified through a competitive bidding process as preferred bidders, provided that such negotiations
 - (i) does not allow any preferred bidder to a second or unfair opportunity;
 - (ii) is not to the detriment of other bidder; and
 - (iii) does not lead to a higher price than the bid as submitted
- (b) Minutes of such negotiations must be kept for record purpose.

2.11. TWO STAGE BIDDING PROCESS

- (a) two stage process is allowed only for:
 - (i) large complex projects
 - (ii) projects where it may be undesirable to prepare complete detailed (iii) long term projects with a duration period exceeding three years.

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

Blouberg Local Municipality's SCM Policy for 2020/21 Financial Year

(b) In the first stage technical proposals on conceptual design or performance specification should be invited, subject to technical as well as commercial clarifications and adjustments.

18

2.12.1 BID SPECIFICATION COMMITTEE

(a) a bid specification committee must compile the specifications for each procurement of goods or services by the municipality.

(b) Specifications:

(i) must be in an unbiased manner to allow all potential suppliers to offer their goods or services;

(ii) must take into account standards such as those issued by the Standards South Africa, the International Standards Organization, or an authority accredited by or recognized by the South African National Accreditation System with which the equipment or material or workmanship should comply;

(iii) where possible described, be described in terms of performance required rather than in terms of descriptive characteristics for design;

(iv) may not create trade barriers in contract requirements in the forms of specifications, plans, drawings, designs, testing and test methods, packaging, marking or labeling of conformity certification;

(v) may not make reference to any particular trade mark, name, patent, design, type, specific origin or producer unless there is no other sufficiently precise or intelligible way of describing the characteristics of the work, in which case such reference must be accompanied by the words "equivalent".

(vi) Must indicate each specific goal for which points may be awarded in terms of the points system set out in this policy;

(vii) Must be approved by the accounting officer or delegated sec 57 Senior Manager preferably CFO prior to publication of the invitation to bid.

(c) a bid specification committee must be composed of one or more officials of municipality from the End-User department and must include manager responsible for function involved.

(d) no person, advisor or corporate entity involved with bid specification committee, or director of such a corporate entity, may bid for any resulting contracts.

2.12.2 BID EVALUATION COMMITTEE

(1) Bid evaluation committee must

(a) Evaluate bids in accordance with:

(i) the specifications for specific procurement; and (ii) the points system as set out in this policy.

16

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

Blouberg Local Municipality's SCM Policy for 2020/21 Financial Year

- (b) evaluate each bidder's ability to execute the contract;
- (c) Check in respect of the recommended bidder whether municipal rates and taxes and service charges are not in arrears.; and
- (d) Via Supply Chain Unit submit the evaluation report to Bid adjudication committee;
 - (i) make final award or a recommendation to Accounting Officer to make the final award; or
 - (ii) make another recommendation to accounting officer how to proceed with the relevant procurement
- (b) the accounting officer must appoint the chairperson of the committee; and if he chairperson is absent the present members must elect one of them to preside at the meeting.
- (c) a bid adjudication committee must consist of at least four Senior Managers which must include:
 - (i) the chief financial officer
 - (ii) at least one senior supply chain practitioner
- (d) Neither a member of bid evaluation committee, nor advisor or person assisting the evaluation committee, may be a member of bid adjudication committee.
- (e) If bid adjudication committee decides to award a bid other than the one recommended by the bid evaluation committee must prior to awarding of contract check in respect of the preferred bidder's municipal rates and service charges are not in arrears and notify the accounting officer of its intention.
- (f) the accounting officer may after due consideration of the reasons for adjudication committee to deviate from evaluation committee recommendations, approve or reject the decision and if the decision is rejected refer the matter back to adjudication committee for reconsideration.
- (g) If accounting officer approves the decision of the bid adjudication committee to deviate from bid evaluation committee recommendation he or she must comply with section 114 of the Act within 10 working days.

2.13 PROCUREMENT OF BANKING SERVICES

- (a) A contract for provision of banking services to a municipality:
 - (i) must be procured through competitive bids;
 - (ii) must be consistent with sections 7 and 85 of the Act; and
 - (iii) may not be for a period of more than five years at a time.
- (b) The process for procuring a contract for banking services must commence at least nine months before the end of an existing contract.

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

Blouberg Local Municipality's SCM Policy for 2020/21 Financial Year

(c) The Closure date for the submission of bids may not be less than 60 days from the date on which the advertisement is placed in a newspaper. Bids must be restricted to banks registered in terms of the banks Act, 1990(Act No. 94 of 1990).

2.14 PROCUREMENT OF IT RELATED GOODS OR SERVICES

(a) Accounting Officer may request State Information Technology Agency(SITA) to assist the municipality with acquisition of IT related goods or services through competitive bidding process.

(b) The parties must enter into a written agreement to regulate the services rendered by, and payments to be made to, SITA.

(c) The Accounting Officer must notify SITA together with a motivation of the IT needs of the municipality if:

(i) the transaction value of IT related goods or services required by the municipality in any financial year will exceed R 50 million(VAT included); or

(ii) the transaction value of a contract to be procured by the municipality whether for a one year or more years exceeds R50 million (VAT Included).

(d) If SITA comments on the submission and municipality disagrees with such comments, the comments and the reasons for rejecting or not following such comments must be submitted to council, the National Treasury, the relevant provincial treasury and Auditor General.

2.15 PROUREMENT OF GOODS AND SERVICES UNDER CONTRACTS SECURED BY OTHER ORGANS OF STATE

(a) Accounting Officer may procure goods or services for the municipality under a contract secured by another organ of state, but only if:

(i) the contract has been secured by that other organ of state by means of a competitive bidding process applicable to that organ of state; (ii) the municipality has no reason to believe that such contract was not validly procured;

(iii) there are demonstrable discounts or benefits for the municipality to do so;

(iv) that other organ of state and the provider have consented to such procurement in writing.

2.16 PROCUREMENT OF GOODS NECESSITATING SPECIAL SAFETY ARRANGEMENTS

(a) The policy restricts the acquisition and storage of goods in bulk (other than water) which necessitate special safety arrangements, including gasses and fuel.

(b) Where the storage of goods in bulk is justified, such justification must be based on sound reasons, including the total cost of ownership and cost advantages for the municipality.

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

Blouberg Local Municipality's SCM Policy for 2020/21 Financial Year

2.17 PROUDLY SOUTH AFRICAN CAMPAIGNS

(a) Blouberg Municipality will support Proudly SA Campaign aimed at promoting locally manufactured/produced products.

2.18 APPOINTMENT OF CONSULTANT

(a) Accounting officer can appoint consulting services provided that any treasury guidelines in respect of consulting services are taken into account when such procurement are made.

(b) A contract to appoint consultants must be procured via competitive bids if :
(i) the value of the contract exceeds R 200 000(VAT included) or (ii) the duration period of contract exceed one year.

(c) in addition to requirements prescribed by this policy for competitive bids, bidders must furnish particulars of all and similar consultancy services provided to organ of state in the last five years.

(d) Accounting officer must ensure that the copyright in any document produced, and the patent rights or ownership in any plant, machinery or process designed or devised by consultant in the course of the consultancy service is vested in the municipality.

2.19 DEVIATION FROM AND RATIFICATION OF MINOR BREACHES OF, PROCUREMENT PROCESS.

(a) Accounting Officer may dispense with the official procurement processes established by this policy and procure any required item via any convenient process, which may include direct negotiations, but only

(i) In an emergency;

(ii) If such goods or services are available from single supplier only; (iii)

For the acquisition of special works of art or historical objects where specification are difficult to compile; (iv) Acquisition of animals for zoo; or

(v) In any other exceptional cases where it is impractical or impossible to follow the official procurement processes.

(b) Accounting Officer may ratify any breaches of the procurement processes by an official or committee acting in terms of delegated powers or duties which are purely of technical nature.

(c) Accounting Officer must record the reasons for any deviations and report them to the next meeting of the council and include as a note to the annual financial statements.

2.20 UNSOLICITED BIDS

(a) The Municipality in terms of section 113 of the Act is not obliged to consider unsolicited bids received outside a normal bidding process.

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

Blouberg Local Municipality's SCM Policy for 2020/21 Financial Year

(b) If Municipality decides in terms of section 113(2) of the Act to consider an unsolicited bid, it may do so only if :

- (i) The product or service offered in terms of the bid is demonstrably or proven unique innovative concept;
- (ii) The product or service will be exceptionally beneficial to, or have exceptional cost advantages for, the municipality;
- (iii) The person who made the bid is the sole provider of product or service;
- (iv) The reason for not going through the normal bidding process are found to be sound by the Accounting Officer.

(c) If a municipality decides to consider an unsolicited bid that complies with paragraph (b), the municipality must make its decision public in accordance with section 21A of the Municipal Systems Act, together with:

- (i) Its reasons as to why the bid should not be open to other competitors; (ii) An explanation of the potential benefits for the municipality were it to accept the unsolicited bid;
- (iii) An invitation to the public or other potential suppliers to submit their comments within 30 days of the notice.

(d) Once the municipality has received written comments pursuant to paragraph (c), it must submit such comments, including any responses from the unsolicited bidder, to the National Treasury and relevant provincial treasury for comment.

(e) The adjudication committee must consider the unsolicited bid and may award the bid or recommend to the accounting officer, depending on its delegations. (f) A meeting of adjudication committee to consider unsolicited bid must be open to public.

(g) When considering the matter, the adjudication committee must take into account –

- (i) Any comments submitted by the public; and
- (ii) Any written comments and recommendations of the National Treasury and relevant provincial treasury.

(h) If any recommendations of the National Treasury or provincial treasury are rejected or not followed, the accounting officer must submit to the Auditor General, the relevant provincial treasury and the National Treasury the reasons for rejecting or not following those recommendations.

(l) such submission must be made within seven days after the decision on the award of the unsolicited bid is taken, but no contract committing the municipality to the bid may be entered into or signed within 30 days of the submission.

2.21 COMBATING OF ABUSE OF SUPPLY CHAIN MANAGEMENT SYSTEM

- (a) Accounting Officer must take all reasonable steps to prevent abuse of the supply chain management system.
- (b) Accounting Officer must investigate any allegation against any official or other role player of fraud, corruption, favoritism, unfair or irregular practices or failure

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

Blouberg Local Municipality's SCM Policy for 2020/21 Financial Year

to comply with the supply chain management policy, and when justified- (i) Take appropriate steps against such official or other role player; or (ii) Report any alleged criminal conduct to the South African Police Service.

(c) Accounting Office must check the National Treasury's database prior to awarding any contract to ensure that no recommended bidder, or any of its directors, is listed as a person prohibited from doing business with public sector

(d) Accounting Officer can reject any bid from a bidder-

(i) If any municipal rates and taxes or municipal service charges owed by that bidder or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months; or

(ii) Who during the last five years has failed to perform satisfactorily on a previous contract with the municipality or any other organ of state after written notice was given to that bidder that performance was unsatisfactorily;

(e) Accounting Officer can reject a recommendation for the award of a contract if the recommended bidder, or any of its directors, has committed a corrupt or fraudulent act in competing for the particular contract;

(f) Accounting Officer can cancel a contract awarded to a person if-

(i) The person committed any corrupt or fraudulent act during the bidding process or the execution of the contract; or

(ii) An official or other role player committed any corrupt or fraudulent act during the bidding process or the execution of the contract that benefited that person; and

(g) Accounting Officer can reject the bid of any bidder if that bidder or an of its directors-

(i) Has abused the supply chain management system of the municipality or has committed any improper conduct in relation to such system; (ii) Has been convicted for fraud or corruption during the past five years; (iii) Has willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or

(iv) Has been listed in the Register for Tender Defaulters in terms section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

(h) The Accounting Officer must inform the National Treasury and relevant provincial treasury in writing of any actions taken in terms of sub regulation (1) (b) (ii), (e) or (f).

2.22 ACQUISITIONING EVALUATION PROCESS

2.22.1 EVALUATION CRITERIA

(a) The decision of awarding a contract to a prospective provider must be based on a determination of which bidder has the best likelihood of successfully completing the contract at the best value to the BLM.

BLOUBERG LOCAL MUNICIPALITY**CONTRACT No. BM01/21/22****FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY**

Blouberg Local Municipality's SCM Policy for 2020/21 Financial Year

Proposal evaluation is the process of evaluating both the proposal and the bidder to determine whether the bidder by means of that proposal can successfully accomplish the contract. It forms the basis of choosing between competing offers.

(b) Evaluation factors (criteria) are those aspects of a proposal that will be

- Local business should receive preference
- Technical requirements of personnel.
 - Perceived ability to render the services required.
 - Flexibility (to adapt to client requirements).
 - Availability to meet deadlines.

2.22.2 PREFERENCE POINT SYSTEM AND BROAD-BASED BLACK ECONOMIC EMPOWERMENT

(a) In the acquisition of local goods and services this policy will provide for categories of preference in terms of Section 5 of the Preferential Procurement Policy Framework Act 2000 (Act No.5 of 2000) and applicable Preferential Procurement Regulations and Schedules published in the Government Gazette (Notice 2174 of 2004).

(b) The preference point system as detailed below will be followed. No system will be applied in respect of bids/acquisition with a Rand value of less than R30 000 per legislation.

2.22.3 THE 80/20 PREFERENCE POINT SYSTEM FOR ACQUISITIONING OF GOODS AND/OR SERVICES UP TO A RAND VALUE OF R 50 000 000.00

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

(a) The following formula must be used to calculate the points for price in respect of competitive bids/price quotations with a Rand value equal to, or above R30 000 and up to a Rand value of R50 000 000.

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

Where

P_s = Points scored for comparative price bid / offer under consideration

P_t = Comparative price of bid / offer under consideration

P_{min} = Comparative price of lowest acceptable bid / offer.

(b) The balanced scorecard measuring Broad-Based Black Economic Empowerment prescribed by the National Treasury must form part of the evaluation criteria of all bids. **(See Annexure SCM 1 and Annexure SCM 2)**

(c) A maximum of 20 points may be awarded to a bidder for achieving governments procurement related socio-economic objectives. The total percentage scored for Broad-Based Black Economic Empowerment will be converted to a point

BLOUBERG LOCAL MUNICIPALITY**CONTRACT No. BM01/21/22****FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY**

Blouberg Local Municipality's SCM Policy for 2020/21 Financial Year

out of a maximum of 20 points. No points will be awarded for achieving Governments Broad-Based Black Economic Empowerment objectives if the total percentage scored for Broad-Based Black Economic Empowerment is less than the prescribed minimum.

(d) The points scored by a bidder in respect of the objectives above on Broad-Based Black Economic Empowerment must be added to the points scored for price.

(e) Only the bid with the highest number of points scored may be selected.

2.22.4 THE 90/10 PREFERENCE POINT SYSTEM FOR ACQUISITIONING OF GOODS AND/OR SERVICES WITH A RAND VALUE ABOVE R 50 000 000.00

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

(a) The following formula must be used to calculate the points for price in respect of competitive bids with a Rand value above R 50 000 000.

$$Ps = 90 \left\{ \frac{1 - Pt - Pmin}{Pmin} \right\}$$

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid.

(b) The balanced scorecard measuring Broad-Based Black Economic Empowerment prescribed by the National Treasury must form part of the evaluation criteria of all bids. Where the Minister of Trade and industry, in terms of section 9 of the Broad Based Black Economic Empowerment Act, No 53 of 2003, gazetted a code of good practice for a particular sector, the scorecard contained in the gazetted code of good practice must be utilised in the evaluation process. In the absence of such code of good practice for a particular sector, the balanced scorecard prescribed by National Treasury must form part of the evaluation criteria.

(See Annexure SCM 1 and Annexure SCM 2)

(c) A maximum of 10 points may be awarded to a bidder for achieving Governments procurement related socio-economic objectives. The total percentage scored for Broad-Based Black Economic Empowerment will be converted to a point out of a maximum of 10 points. This will be calculated by multiplying the total percentage scored by 10. No points will be awarded for achieving Governments Broad-Based Black Economic Empowerment objectives if

the total percentage scored for Broad-Based Black Economic Empowerment is less than the prescribed minimum.

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

Blouberg Local Municipality's SCM Policy for 2020/21 Financial Year

(d) The points scored by a bidder in respect of the objectives above on Broad-Based Black Economic Empowerment must be added to the points scored for price.

(e) Only the bid with the highest number of points scored may be selected.

2.22.5 THE 80/20 PREFERENCE POINT SYSTEM FOR THE SALE AND LETTING OF ASSETS UP TO A RAND VALUE OF R 50 000 000

(a) The following formula must be used to calculate the points for price in respect of competitive bids / price quotations with a Rand value equal to, or above R30 000 and up to a Rand value of R 50 000 000 and which relate to the sale and letting of assets.

$$Ps = 80 \left\{ \frac{1 + Pt - Ph}{Ph} \right\} Ph$$

Ps = Points scored for price of bid / offer under consideration

Pt = Price of bid / offer under consideration

Ph = Price of highest acceptable offer

(b) The balanced scorecard measuring Broad-Based Black Economic Empowerment prescribed by the National Treasury must form part of the evaluation criteria of all bids. **(See Annexure SCM 1 and Annexure SCM 2)**

(c) A maximum of 20 points may be awarded to a bidder for achieving Governments procurement related socio-economic objectives. The total percentage scored for Broad-Based Black Economic Empowerment will be converted to a point out of a maximum of 20 points. No points will be awarded for achieving Governments Broad-Based Black Economic Empowerment objectives if the total percentage scored for Broad-Based Black Economic Empowerment is less than the prescribed minimum.

(d) The points scored by a bidder in respect of the objectives above on Broad-Based Black Economic Empowerment must be added to the points scored for price.

(e) Only the bid with the highest number of points scored may be selected.

2.22.6 THE 90/10 PREFERENCE POINT SYSTEM FOR SALE AND LETTING OF ASSETS WITH A RAND VALUE ABOVE R 50 000 000.

(a) The following formula must be used to calculate the points for price in respect of bids with a Rand value above R 50 000 000 and which relate to the sale and letting of assets.

BLOUBERG LOCAL MUNICIPALITY**CONTRACT No. BM01/21/22****FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY**

Blouberg Local Municipality's SCM Policy for 2020/21 Financial Year

$$Ps = 90 \left\{ \frac{1 + Pt - Ph}{Ph} \right\}$$

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Ph = Price of highest acceptable bid

(b) The balanced scorecard measuring Broad-Based Black Economic Empowerment prescribed by the National Treasury must form part of the evaluation criteria of all bids. **(See Annexure SCM 1 and Annexure SCM 2)**

(c) A maximum of 10 points may be awarded to a bidder for achieving Governments procurement related socio-economic objectives. The total percentage scored for Broad-Based Black Economic Empowerment will be converted to a point out of a maximum of 10 points. This will be calculated by multiplying the total percentage scored by 10. No points will be awarded for achieving Governments Broad-Based Black Economic Empowerment objectives if the total percentage scored for Broad-Based Black Economic Empowerment is less than the prescribed minimum.

(d) The points scored by a bidder in respect of the objectives above on Broad-Based Black Economic Empowerment must be added to the points scored for price.

(e) Only the bid with the highest number of points scored may be selected.

2.22.7 EVALUATION OF CONSULTANTS OR OTHER PROFESSIONAL SERVICES ON FUNCTIONALITY.

(a) the following formula shall be used to evaluate consultants based on Functionality

$$Ps = \frac{SO \times AP}{MS}$$

Ps = Points scored for functionality

SO = points awarded by a panel member
MS = Maximum weight
AP = Percentage points for functionality

(b) the following formula shall be used to evaluate points scored for price for Consultants

$$Ps = \frac{P_{min} \times AP}{Pt}$$

Ps = points scored for price
Pmin = lowest acceptable bid price
Pt = bid price under consideration

AP = Total score for functionality

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

Blouberg Local Municipality's SCM Policy for 2020/21 Financial Year

2.22.8 80/20 POINT SYSTEM FOR EVALUATION OF CONSULTANTS

(a) the following formula shall be used to determine the points scored by bidders through 80/20 system

$$Ps = 80 \left(\frac{1 + HS - RS}{RS} \right) RS$$

Ps = Points scored

HS = Highest acceptable points for sum of points for price and Functionality.

RS = sum of points scored for price and functionality for bid under Consideration

2.22.9 STIPULATION OF PREFERENCE POINT SYSTEM TO BE USED

(a) The Blouberg Municipality must, in the bid documents, stipulate the preference point system which will be applied in the adjudication of bids.

2.22.10 EVALUATION OF BIDS ON FUNCTIONALITY (QUALITY) AND PRICE, INCLUDING WHEN CONSULTANTS ARE APPOINTED

(a) The municipality must, in bid documents, indicate if, in respect of a particular bid invitation, bids will be evaluated on functionality and price.

(b) The total combined points allowed for functionality and price may, in respect of bids / offers with an estimated Rand value equal to or below, R 50 000 000, not exceed 80 points.

(c) The total combined points allowed for functionality and price may, in respect of bids / offers with an estimated Rand value above, R50 000 000, not exceed 90 points.

(d) When evaluating the bids contemplated in this item, the points for functionality must be calculated for each individual bidder,

(e) The conditions of bid may stipulate that a bidder must score a specified number of points for functionality to qualify for further adjudication

(f) The points for price, in respect of a bid which has scored the specified minimum number of points contemplated above must, subject to the application of the evaluation system for functionality and price, be established separately and be calculated in accordance with the other provisions in this section 9.4

(g) The number of points scored for achieving Governments Broad-Based Black Economic Empowerment objectives must be calculated separately and must be added to the points scored for functionality and price.

(h) Only the bid with the highest number of points scored may be selected.

2.22.11 AWARD OF CONTRACT TO BIDS NOT SCORING THE HIGHEST NUMBER OF POINTS

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

Blouberg Local Municipality's SCM Policy for 2020/21 Financial Year

(a) Despite the above regulations, a contract may, on reasonable and justifiable grounds, be awarded to a bidder that did not score the highest points. Preference calculations or decisions, made during proposal / bid evaluations or candidate selection through interviews, shall be clear and documented. The specific goals must be measurable and quantifiable and must be monitored in the execution of the contract.

2.22.12 CANCELLATION AND RE-INVITATION OF BIDS

(a) In the event that, in the application of the 80/20 preference point system, as stipulated in the bid documents, all bids received exceed the estimated Rand value of R 50 000 000, the bid invitation must be cancelled.

(b) In the event that, in the application of the 90/10 preference point system, as stipulated in the bid documents, all bids received are equal to, or below R 50 000 000, the bid invitation must be cancelled.

(c) The municipality must, if the bid invitation has been cancelled in terms of the above, re-invite bids and must, in the bid documents, stipulate the correct preference point system to be applied.

(d) The Blouberg Municipality may, prior to the award of a bid, cancel the bid if;

(i) Due to changed circumstances there is no longer a need for the goods, works or services offered, or

(ii) Funds are no longer available to cover the total envisaged expenditure; or

(iii) No acceptable bids are received.

2.22.13 THE SPECIFIC ACTIVITIES, WHICH MAY BE STIPULATED TOWARDS ACHIEVING SPECIFIC GOALS AS PER SECTION 17 OF THE REGULATIONS, ARE AS FOLLOWS:

(a)

(i) The promotion of South African owned enterprises;

(ii) The promotion of export orientated production to create jobs;

(iii) The promotion of SMMEs;

(iv) The creation of new jobs or the intensification of labour absorption.

(b) Enterprises located within blouberg municipality include:

(i) Suppliers who have offices within blouberg municipality;

(ii) In case of emerging suppliers with no offices their address of registered office must be within blouberg municipality and the individual owners of entity must be the residents of blouberg municipality.

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

Blouberg Local Municipality's SCM Policy for 2020/21 Financial Year

2.22.16 INTERVIEW SELECTION CRITERIA

(a) If the selection is going to be made through interview, the selection criteria should be known beforehand (it could be in the form of evaluation criteria and weights). During the interview the members of the interview panel should assign a score to each criteria, and these scores are then added to arrive at a total score. This total score is then used to assist in making the selection decision.

2.23 OTHER FACTORS IN THE ACQUISITIONING PROCESS

2.23.1 TAX CLEARANCE CERTIFICATE

(a) It is a specific requisite that on all projects, a Tax Clearance Certificate, issued by the SA Revenue Services for the bidding company/entity is to be submitted as part of the bid documentation.

(b) No contract may be awarded to a person who has failed to submit an original Tax Clearance Certificate from the South African Revenue Service ("SARS") certifying that the taxes of that person to be in order or that suitable arrangements have been made with SARS.

2.23.2 ACCESS TO BIDDING INFORMATION

(a) To ensure complete transparency in the bidding process, bid documents should provide details of adjudication criteria. This will be especially important in bids where price will no longer be the only criteria in awarding bids.

(b) The BLM will assist with the compilation and dissemination of bidding and related information in a simplified and uncomplicated format.

(c) Bid results and awards must be made available to bidders when requested. This process, which will ensure transparency, will also enable bidders to evaluate their performance and competitiveness for future bids.

(d) BLM will be required to display both the bids and awards in the offices on for example bid notice boards. This place of display should be accessible to the public even after normal working hours. This will enable the information to reach the local community as effectively as possible. Local councillors are responsible to further disseminate information to their constituencies.

2.23.3 UNIFORMITY IN BID PROCEDURES, POLICIES AND CONTROL MEASURES

(a) Uniformity in bid procedures and control measures should be enhanced to ensure efficiency and effectiveness in procurement/ acquisitioning management. This can be accomplished through:

(b) The implementation of a uniform acquisitioning policy that must address at least the following:

- (i) The range of processes to be used for example tender (local/national), quotation (formal/informal) auction etcetera
- (ii) Procedures and mechanisms for each type of process

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

Blouberg Local Municipality's SCM Policy for 2020/21 Financial Year

- (iii) When a particular type of process must be used
- (iv) Categorisation of processes relating to value of transactions (financial thresholds)
- (v) Open and transparent pre-qualification processes
- (vi) Ensuring that bid procedures are easy to interpret, clear, cost-effective, inexpensive, quick, transparent and free of corruption;
- (vii) A system of supply chain management, which is uniformly applied by all organs of State
- (viii) Proper rules pertaining to unsolicited bids (sect. 113 of the MFMA)

2.23.4 GENERAL ACQUISITIONING PRINCIPLES

- (a) Irrespective of who will be responsible for the acquisitioning process, the general principles of being fair, equitable, transparent, competitive and cost-effective will apply to, and will be the guiding principles for all stakeholders during all activities in the process.
- (b) This entails a proper definition of what is required, adherence to the prescribed selection and evaluation process, as well as proper implementation, monitoring and evaluation.

2.23.5 LETTERS OF ACCEPTANCE

- (a) Letters of acceptance shall be issued by the Head of Procurement once a tender has been approved by a person/structure in accordance with the delegated authority. Such letters may also be signed by the relevant delegated authority.
- (b) Letters of acceptance must be accurate, unambiguous, complete and contain detail of discounts that the BLM may qualify for and must reflect the approval accurately. Such letters are to be handed to the tenderer against signature or sent by registered post as soon as possible after it has been approved and before the validity period expires. A copy must also be made available to the Finance division in order that this commitment can be captured in their records. The Corporate/Admin. Department, who is responsible for the management of the administration of contracts, must also be furnished with a copy.
- (c) A formal contract may also be concluded and must display the same principles than those contained in a letter of acceptance.
- (d) New conditions that did not form part of the original tender documentation, may not be included in a letter of acceptance/contract.

2.23.6 PUBLISHING RESULTS

- (a) As the letter of acceptance/contract concludes the process of competing for the business, it is important that the final results also be publicized.
- (b) Bid results must at least be displayed in the offices of the BLM on for example bid notice boards.

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

Blouberg Local Municipality's SCM Policy for 2020/21 Financial Year

2.23.7 REPORTING

(a) The Accounting Officer should report, in the prescribed formats and frequencies prescribed by the relevant Treasury, management information to the executive authorities and the National and relevant treasuries.

2.24 POWERS OF ACQUISITIONING STRUCTURES/ INDIVIDUALS 2.24.1 POWERS OF THE COUNCIL

The Council has the power to:

- Priorities expenditure
- Receive for the purpose of maintaining oversight over the implementation of the municipality's supply chain management policy, a report within 30 days of the end of each financial year, from the MM regarding the implementation of the supply chain management policy and spending patterns on the budget. □ Monitor the activities of the BLM.

The Council and the Accounting Officer may not delegate any supply chain management power or duties to:

- A person who is not an official of the municipality; or
- To a committee which is not exclusively composed of officials of the Blouberg municipality.
- To a single person or single member of any bid committee. The power to make final awards in a competitive bidding process has been delegated to the committee and therefore the committee system must be used.

2.24.2 POWERS OF THE BID ADJUDICATION COMMITTEE

The Bid Adjudication Committee has the power to:

(a) amend or cancel concluded agreements if delivered goods and services do not conform to specifications

(b) approve bids over the amount of R 200 000.

©To invalidate bids on the grounds mentioned in section 112(1)(n)

MFMA

(d) The Bid Adjudication Committee must within 5 days of the end of each month submit to the Municipal Manager through the Chief Financial Officer, a written report containing particulars of each final award made by this committee during that month, including –

- (i) the amount of the award;
- (ii) the name of the person/business to whom the award was made
- (iii) the reason why the award was made to that person/business.

3. LOGISTICS MANAGEMENT

(a) Accounting officer must establish and implement an effective system of logistics management, which include;

- (i) the day to day management of stores and warhorse.

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

Blouberg Local Municipality's SCM Policy for 2020/21 Financial Year

- (ii) determining the range and nature of items that will be carried in the store facility
- (iii) Setting inventory level
- (iv) Timely placement of orders when stock levels are low
- (v) Receiving and distribution of goods; and
- (vi) Expediting orders'
- (vii) Transport Management
- (viii) Vendor Performance
- (ix) Maintenance and contract administration

4. DISPOSAL MANAGEMENT

- (a) This policy provide for an effective system of disposal management for the disposal or letting of assets, including unserviceable, redundant or obsolete assets, subject to sections 14 and 90 of the Act.
- (b) Assets may be disposed in this way:
 - (i) Transferring the asset to another organ of state in terms of a provision of the Act enabling the transfer of assets;
 - (ii) Transferring the asset to another organ of state at market related value or, when appropriate free of charge;
 - (iii) Selling the asset; or
 - (iv) Destroying the asset;
- (c) The SCM policy stipulate that-
 - (i) Immovable property may be sold only at market related prices except when the public interest or the plight of the poor demands otherwise; (ii) Movable assets may be sold either by way of written price quotations, a competitive bidding process, auction or at market related price, whichever is the most advantageous to the municipality;
 - (iii) In the case of the free disposal of computer equipment, the provincial department of education must first be approached to indicate within 30 days whether any of the local schools are interested in the equipment; and
 - (iv) In the case of the disposal of firearms, the National Conventional Arms Control Committee has approved any sale or donation of firearms to any person or institution within or outside the Republic.
- (d) The policy provide that –
 - (i) Immovable property is let at market related rates except when the public interest or the plight of the poor demands otherwise; and
 - (ii) All fees, charges, rates, tariffs, scales of fees or other charges relating to the letting of immovable property are annually reviewed; and
 - (iii) That where assets are traded in for other assets, the highest possible trade-in price is negotiated.

5. RISK MANAGEMENT

5.1 GENERAL

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

Blouberg Local Municipality's SCM Policy for 2020/21 Financial Year

(a) It is imperative to take cognisance of potential risks during the supply chain management and specifically the acquisition process. Due consideration should ideally be given to the following:

- (i) Identification of acquisition risks on a case-by-case basis;
- (ii) Allocation of risks to the party best equipped to manage such; (iii) The Municipality bearing the cost of risks where the cost of transferring them is greater than that of retaining them;
- (iv) The exercising of risk management in a proactive manner and providing adequately for the cover of residual risks;
- (v) Contract documentation clearly and unambiguously assigning relative risks to the contracting parties.
- (vi) Development and implementation of appropriate processes. (vii) Development and implementation of procedures and mechanisms to minimise risk such as screening processes and security clearances. (viii) Development and implementation of adequate administrative procedures relating to the advertising, invitation, opening, registering and recording of bids.
- (ix) Disqualification of bidders who are inherent risks such as those who were found guilty of fraud or who failed to comply with previous government contracts.
- (x) Elimination of prospective contractors who have conflict of interests in specific tenders by implementing a system in terms whereof bidders are obliged to disclose any form of conflict they possibly may have.
- (xi) Risk management should therefore form part of the business plan for the acquisition of all goods and services.

5.2 INSURANCE

(a) Any of the following, or a combination thereof, should be applied to protect the interests of the municipality in the procurement process:

- (i) That insurance is taken out in deserving cases.
 - (ii) That risk management programmes are established.
 - (iii) That liquidated damage clauses be included in contracts where applicable.
- (b) Suitable arrangements should also be made to ensure that insurance related excesses do not cause the failure of emerging small and micro enterprises.

5.3 GUARANTEES

- (a) Performance guarantees should be commensurate with the degree of contractual risk to which BLM are exposed.
- (b) In cases of large and complex contracts, it is advisable to call for bid guarantees to circumvent the submission of irresponsible bids.
- (c) Performance guarantees should spread the cost of the risk of failure between the contracting parties and should be set at such a level that all BLM costs relating to such failure are likely to be recovered.
- (d) It would be prudent to make adequate provision in all engineering and construction works contracts to ensure that monies are available to rectify defects.

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

Blouberg Local Municipality's SCM Policy for 2020/21 Financial Year

(e) Performance bonds in engineering and construction works contracts should be waived in low value, low risk contracts or where a third party carries the risk of failure in an acceptable manner.

5.4 CONTRACT MANAGEMENT

(a) The basic requirements as stipulated in the MFMA (section 116) should be adhered to namely: writing, dispute resolution mechanisms, termination, periodic review of contracts and the duties of the Accounting Officer such as enforcement of contracts, monthly monitoring, regular reporting to council, amendment of contracts etc.

5.5 SURETIES

(a) Though the BLM is sensitive to the plight of Emerging Contractors, all projects considered being of high risk due to the nature and scope of work should be subject to high sureties.

(b) In terms of the risk management approach, all constraints are subjected to risk analysis from which alternative strategies are developed to avoid, reduce or control the associated risk for the Contractor as well as the BLM.

(c) It is suggested that the following sureties shall be applicable:

Micro projects(0 - R200 000) Nil
Small projects (R200 000 – R500 000) 2.5%
40
Medium Projects (R500 000 – R1 000 000) 5%
Large projects (R1 000 000 >) 10%

(d) When classified as a contract that does not require a surety, then such status will apply even if the bid exceeds the maximum amount to prevent bidders preparing a bid under the perception that no surety will be required, but only discover later the surety requirements changed.

(e) In the case of small and medium projects, the sureties have been reduced and a cash surety may be deducted in equal percentages from the progress payments for the duration of the contract. In the case of large projects not exceeding R2,0 million a cash deduction from the first three progress payments covering the full surety percentage will be allowed. In case of large projects over R2,0 million only bank bonds will be allowed.

5.6 RETENTION

(a) The BLM shall retain the following percentages of the project cost from the Contractor during the construction as a guard against defects that might be noticed after practical completion- Micro 5%

Small 5%
Medium 10% Large
10%

The retention will be released as follows:

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

Blouberg Local Municipality's SCM Policy for 2020/21 Financial Year

Micro- 2.5% released at completion of the Project and the balance after 3 months

Small - 2.5% released at completion of the Project and balance after 6 months

Medium - 5% released at completion of the Project and the balance after 12 months

Large - 5% released at completion of the Project and the balance after 12 months

5.7 TECHNICAL AND OTHER PROFESSIONAL CONSULTANTS

(a) BLM has accepted as a fact the appointment of consultants where the in-house skills are in short supply. In order to do work on contract, it is necessary that the planning, contract documentation and site supervision be done in an absolute professional manner, maintaining a very high standard and completed in a minimum time and within budget.

(b) The consultants are to be appointed by applying these guidelines on a rotating roster system and will be grouped together in the different disciplines.

5.8 PROFESSIONAL REGISTRATION AND INDEMNITY INSURANCE

(a) In order to maintain such a high standard of work and keeping in mind the possible risk Council is exposed to, as well as the relevant legislation regarding the professions; it is of utmost importance that only firms registered with their relevant professional bodies be allowed to be appointed by BLM. Furthermore, all such firms must have a valid and current Professional Indemnity insurance policy in place. The purpose of such a policy is to provide protection for any loss, damage, death liability or take-over of a third party or a loss sustained by the BLM, related to an oversight, omission or negligence pertaining to the non-adherence of professional duties for which the consultant is responsible.

(b) In keeping with the principles of the RDP as well as procurement and delivery reform, it is essential that a certain margin of preference should be applied, targeting historically disadvantaged consultants.

5.9 UNSATISFACTORY PERFORMANCE

5.9.1 GENERAL

(a) Where unsatisfactory performance of a contractor occurs, it should be brought to his/her attention in writing, preferably by registered mail. If it is not corrected in an acceptable time (which is agreed upon by the BLM and the contractor), the contractor could be informed that the BLM would withdraw from its contractual obligations if a suitable response were not forthcoming. If this persists, legal counsel should be consulted to unilaterally withdraw from the contract in a manner recommended by such counsel. All other costs (over and above the contract price), should also be recovered from the contractor who did not perform should it be necessary to procure emergency goods/services at a higher price. The agreement entered into should form the basis of such action.

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

Blouberg Local Municipality's SCM Policy for 2020/21 Financial Year

5.9.2. PENALTIES

(a) All contracts awarded to contractors will be subject to a fair penalty clause. The penalty clause is necessary to encourage contractors to complete their assignments within the contract time. However, due care should be taken so that

penalties imposed should not harm emerging contractors to such an extent that the empowerment of HDIs cannot be realised. (a) The following penalties should be applicable

Micro projects 0.02 % of contract amount per day
Small projects 0.04 % of contract amount per day
Medium projects 0.06 % of contract amount per day
Large projects 0.08 % of contract amount per day

(c) A penalty clause does not and cannot ensure that a contract will be completed on time and therefore the enforcement of penalties will become a reality. Penalties should at least cover any loss incurred by the BLM.

5.10 CONTRACT AMENDMENTS

(a) To enhance the flexibility of the procurement process, it is proposed that the BLM be allowed to extend the quantities of an approved quotation or tender by not more than 20 percent provided that the budget accommodates the additional 20 percent and the requirement is approved. This may be approved by the BLM at the delegated level, provided that the provider agrees to such extension and the additional goods are supplied at the same (or lower) price originally agreed to.

5.11 PAYMENT FACILITATION

(a) For the sustainability of contractors generally, early payments should be made as soon as all certifications and verifications have been completed. Late payments are detrimental to emerging and small contractors' continuity in business. The BLM undertakes to effect processing invoices as soon as possible but within the time stipulated in the tender document but not exceeding 30 days.

(b) It is therefore the responsibility of the relevant functionary in the BLM to certify/assess invoices as soon as they are presented to determine whether the invoices actually mirrors the services rendered/goods delivered and that services/goods are of the required quality.

5.12 CONTRACTS HAVING FUTURE BUDGETARY IMPLICATIONS

(a) The requirements of section 33 of the MFMA must be adhered to in regard to contracts which impose financial implications for three years or more (current financial year excluded).

6. PERFORMANCE SYSTEM

(a) Accounting Officer must establish an effective internal monitoring system in order to determine, on the basis of retrospective analysis, whether the authorized
To a maximum of

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

Blouberg Local Municipality's SCM Policy for 2020/21 Financial Year

5% of

43

supply chain management processes were followed and whether the desired objectives were achieved.

7. OTHER MATTERS.

7.1 PROHIBITION ON AWARDS TO PERSONS WHOSE TAX MATTERS ARE NOT IN ORDER.

(a) Municipality may not make any award above R 15 000 to a person whose tax matters have not been declared by the South African Revenue Service to be in order.

(b) Before making an award to a person, a municipality must first check with SARS whether that person's tax matters are in order.

(c) If SARS does not respond within seven days such person's tax matters may for purpose of sub regulation (a) be presumed to be in order.

7.2 PROHIBITION ON AWARDS TO PERSONS IN THE SERVICE OF THE STATE.

(a) Irrespective of procurement processes followed the Municipality may not make award to a person –

(i) Who is the service of state;

(ii) If that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or

(iii) Who is an advisor or consultant contracted with the municipality.

7.3 AWARDS TO CLOSE FAMILY MEMBERS OF PERSONS IN THE SERVICE OF THE STATE.

(a) The notes to annual financial statements of a municipality must disclose particulars of any award of more than R2 000 to a person who is a spouse, child or parent of a person in the service of the state, or has been in the service of the state in the previous twelve months, including –

(i) The name of the person;

(ii) The capacity in which that person is in the service of the state; and (iii)

The amount of the award.

7.4 COMBATING CORRUPTION AND ETHICS

(a) In supply chain management and more specifically procurement/acquisition management, all parties are required to comply with the highest ethical standards to promote:

(i) mutual trust and respect; and

(ii) an environment where business can be conducted in a fair, transparent and reasonable manner and with integrity.

(b) The Municipal Manager (Accounting Officer) must take all reasonable steps to ensure that proper mechanisms and separation of duties in the system are in place

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

Blouberg Local Municipality's SCM Policy for 2020/21 Financial Year

to minimise the likelihood of fraud, corruption, favouritism and unfair and irregular practices.

(c) All members of the bid/evaluation committees as well as the secretaries to these committees must declare interest with each activity performed.

(d) An official / employee who is involved in the decision-making process must, if a conflict of interest is prevalent:

(i) Declare the interest;

(ii) Excuse himself/herself from such decision-making processes (iii)

Refrain from discussion in any matter related to such process.

(iv) Refrain from exerting any form of pressure on decision makers. (v)

Prior to the award of any contract, the BLM must ensure that neither the recommended bidder nor any of the directors are listed as companies/directors/persons restricted to do business with the Public Sector.

(e) The BLM must:

(i) Reject a proposal for award if it is determined that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question

(ii) Reject a proposal for award if it is determined that the bidder or contracting party were convicted of fraud or corruption during the past five years

(iii) Reject a proposal if it is determined that the contracting party willfully neglected, reneged on or failed to comply with a government contract during the past five years

(iv) Ignore any bid from a bidder whose name appears on the national list of restricted bidders/providers/persons; and

(v) Cancel the contract allocated to a bidder for goods, services or works if it is at any time determined that corrupt or fraudulent practices were engaged in by representatives of the department and/or the provider during the acquisition or the execution of that contract.

(vi) Address any interference in the process. (sect. 118 of the MFMA)

(f) To address public complaints, different pieces of legislation were passed in recent years relating to transparency and anti-corruption measures and may the public complain in the first instance at the Municipal Manager. If not satisfied, the person may refer the complaint to the Public Protector or the Courts.

(g) Legislation that are aimed at addressing complaints and therefore preventing corruption are:

- Public Protector Act of 1998
- Corruption Act of 1994
- Protected Disclosure Act of 2000
- Promotion of Administrative Justice Act of 2000
- Promotion of Access to Information Act of 2000.

7.5 INDUCEMENTS, REWARDS, GIFTS AND FAVOURS TO MUNICIPALITY, OFFICIALS AND OTHER ROLE PLAYERS.

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

Blouberg Local Municipality's SCM Policy for 2020/21 Financial Year

(a) No person who is a provider or prospective provider of goods and services to a municipality, or recipient or prospective recipient of goods disposed or to be disposed by a municipality, may either directly or through a representative or intermediary promise, offer or grant –

- (i) Any inducement or reward to the municipality for or in connection with the award of a contract; or
- (ii) Any reward, gift, favour or hospitality to any official of the municipality or any role player involved in the implementation of the supply chain management policy of the municipality.

(b) The accounting officer must promptly report any alleged contravention of sub regulation (a) to the National Treasury for considering whether the offending person, and any representative or intermediary through which such person is alleged to have acted, should be listed in the national Treasury's database of persons prohibited from doing business with the public sector.

(c) Sub regulation (a) does not apply to gifts less than R350 in value.

7.6 SPONSORSHIPS

(a) The accounting officer of a municipality must promptly disclose to the National Treasury and relevant provincial treasury any sponsorship promised, offered or granted to the municipality, whether directly or through a representative or intermediary, by any person who is-

- (i) A provider or prospective provider of goods or services to the municipality; or
- (ii) A recipient or prospective recipient of goods disposed or to be disposed, of by the municipality.

7.7 OBJECTIONS AND COMPLAINTS

(a) Persons aggrieved by decisions or actions taken by the municipality in the implementation of its supply chain management system, to lodge within 14 days of

the decision or action a written objection or complaint to the municipality against the decision or action.

7.8 DISPUTE RESOLUTION GUIDELINES

(a) The accounting officer may appoint an independent and impartial person not directly involved in the supply chain management process of municipality to assist in the resolution of the dispute between municipality and other persons regarding:

- (i) Any decision or actions taken by the municipality in implementation of its supply chain management system; or
- (ii) Any matter arising from a contract awarded in the course of its supply chain management system; or
- (iii) To deal with objections, complaints or queries regarding any such decisions or actions or any other matters from such contract.

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

Blouberg Local Municipality's SCM Policy for 2020/21 Financial Year

- (b) The accounting officer, or any other official designated by the accounting officer, is responsible to assist the appointed person to perform his/her functions effectively.
- (c) A person must:
- (i) Strive to resolve promptly all disputes, objections, complaints or queries received; and
 - (ii) Submit monthly report to the accounting officer on all disputes, objections, complaints or queries received, attended to or resolved.
- (d) A dispute, objection, complaint or query may be referred to the provincial treasury if-
- (i) The dispute, objection, complaint or query is not resolved within 60 days; or
 - (ii) No response is received from municipality within 60 days.
- (e) If the provincial treasury does not or cannot resolve the matter, the dispute, objection, complaint or query may be referred to the National Treasury for resolution.
- (f) This resolution guidelines do not affect a person's rights to approach a court at any time.

7.9 CONTRACTS PROVIDING FOR COMPENSATION BASED ON TURNOVER

(a) If a service provider acts on behalf of a municipality to provide any service or act as a collector of fees, service charges or taxes and compensation payable to the service provider is fixed as an agreed percentage of turnover for the service or the amount collected, the contract between the service provider and the BLM.

8. NON COMPLIANCE

(a) Non compliance to relevant legislation and this policy statement in regard to supply chain management might result in unauthorized, irregular and fruitless expenses and functionaries may incur personal liability if they are negligent in exercising their duties in terms hereof.

SUMMARY OF AUTHORITY OF PROCUREMENT POWERS OF FUNCTIONARIES Functionary Purchasing power Process

- Managers to be given powers to approve purchases up to a maximum of R10 000.00. this is subject to the condition that the Manager: Supply Chain should co-sign all the memorandum.
- All payment certificates for capital projects should be signed by the Municipal Manager & Payments above R30 000
- The appointment of the Specification and Evaluation Committees be delegated to the Chief Financial Officer with the Municipal Manager retaining the power to appoint the Adjudication Committee;
- Satellite Managers should have the power to authorize petty cash vouchers

BLOUBERG LOCAL MUNICIPALITY**CONTRACT No. BM01/21/22****FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY**

Blouberg Local Municipality's SCM Policy for 2020/21 Financial Year

Bid Adjudication Committee/Municipal Manager Over R200 000. Public tenders

Municipal Manager Over R 30 000 up to +R200 000
Purchases over R30 000 up to R200 000: At least 3 written quotations andChief Financial Officer Up to R30 000 Purchases up to R 2000: At least one written quotation.
Purchases over R 2000: At least 3 written quotations.
Petty Cash Up to R250 per transaction through the authority of the Departmental Head**Preference Point Systems or Point Scoring System****ANNEXURE SCM1****PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

The 80/20 Preference point system is applicable to bids (including price quotations) with a Rand value from R30000.00 to R50 million (all applicable taxes included)

	Points
Points Scored for Price	80
Points Scored for B-BBEE status level of contributor	20
Total	100

B-BBEE Status Level of Contributor	Number of Points(80/20 System)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-Compliant Contributor	0

ANNEXURE SCM2

The 90/10 Preference point system is applicable to bids (including price quotations) with a Rand value above R50 million (all applicable taxes included)

	Points
Points Scored for Price	90
Points Scored for B-BBEE status level of contributor	10
Total	100

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

Blouberg Local Municipality's SCM Policy for 2020/21 Financial Year

B-BBEE Status Level of Contributor	Number of Points(90/10 System)
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-Compliant Contributor	0

Determine the manner in which, and the conditions under which the offers must be made

Conclude agreements

Inspect and test the supplies and services offered, or to have them inspected and tested.

Respond to queries raised by the external and internal auditors,

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

Blouberg Local Municipality's SCM Policy for 2020/21 Financial Year

2.24.4 POWERS OF THE MANAGERS OF DEPARTMENTS

The Manager of a department has the power to:

To approve bids up to the amount of R 20 000.

Manage the budget that has been allocated to the department,

Submit all expenditure requirements as per the budget for the department to the acquisitioning section for approval for initiation,

Assist the acquisitioning section by rendering advice and skills in the bid process.

2.24.5 POWERS OF CHIEF FINANCIAL OFFICER

CFO has the power to approve bids up to R 30 000

Manage the budget of the municipality and approve every procurement transaction of the municipality.

Invalidate any unauthorized procurement

END OF THE POLICY

C.216

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22


FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

EPWP MINISTERIAL DETERMINATION

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY




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CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

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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

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

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
-

BLOUBERG LOCAL MUNICIPALITY
CONTRACT No. BM01/21/22
FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

6 No. 35310

GOVERNMENT GAZETTE, 4 MAY 2012

No. 35310 6

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.

BLOUBERG LOCAL MUNICIPALITY**CONTRACT No. BM01/21/22****FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY**

7 No. 35310

GOVERNMENT GAZETTE, 4 MAY 2012

No. 35310 7

3. Normal Hours of Work

- 3.1 An employer may not set tasks or hours of work that require a worker to work-
- (a) more than forty hours in any week;
 - (b) on more than five days in any week; and
 - (c) for more than eight hours on any day.
- 3.2 An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.
- 3.3 A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

4. Meal Breaks

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

5. Special Conditions for Security Guards

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

BLOUBERG LOCAL MUNICIPALITY**CONTRACT No. BM01/21/22****FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY**

8 No. 35310

GOVERNMENT GAZETTE, 4 MAY 2012

No. 35310 8

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.

BLOUBERG LOCAL MUNICIPALITY**CONTRACT No. BM01/21/22****FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY**

9 No. 35310

GOVERNMENT GAZETTE, 4 MAY 2012

No. 35310 9

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.

BLOUBERG LOCAL MUNICIPALITY
CONTRACT No. BM01/21/22
FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

10 No. 35310

GOVERNMENT GAZETTE, 4 MAY 2012

No. 35310 10

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;

BLOUBERG LOCAL MUNICIPALITY
CONTRACT No. BM01/21/22
FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

11 No. 35310

GOVERNMENT GAZETTE, 4 MAY 2012

No. 35310 11

- (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.
- 13.4 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 -

BLOUBERG LOCAL MUNICIPALITY
CONTRACT No. BM01/21/22
FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

12 No. 35310

GOVERNMENT GAZETTE, 4 MAY 2012

No. 35310 12

- (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.

BLOUBERG LOCAL MUNICIPALITY**CONTRACT No. BM01/21/22****FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY**

13 No. 35310

GOVERNMENT GAZETTE, 4 MAY 2012

No. 35310 13

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 accidents 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.

BLOUBERG LOCAL MUNICIPALITY**CONTRACT No. BM01/21/22****FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY**

14 No. 35310

GOVERNMENT GAZETTE, 4 MAY 2012

No. 35310 14

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

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.

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

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