



MOGALAKWENA LOCAL MUNICIPALITY

TENDER SHALL HAVE THE CIDB CLASS GRADING OF: 6CE OR HIGHER

CONTRACT NO:

FOR REBONE SPORTS NODE PHASE 2

PROCUREMENT DOCUMENT

OCTOBER 2018

ISSUED BY:

**THE MUNICIPAL MANAGER
MOGALAKWENA LOCAL MUNICIPALITY
54 RETIEF STREET
MOKOPANE
0601**

Tel: (015) 491 9600 Fax: (015) 491 9755

PREPARED BY:

**EYESIZWE CONSULTANTS
UNIT 1 ISMINI OFFICE PARK
4 HILLARY DRIVE
BENDOR
POLOKWANE
0699**

Tel:(015) 151 0036 Fax:086 662 2455

Name of Bidder.

.....

Bid Amount (VAT Inclusive)



**Municipal
Infrastructure
Grant**



EXPANDED PUBLIC WORKS PROGRAMME
Creating opportunities towards human fulfilment



**CONTRACT NO:
REBONE SPORTS NODE PHASE 2
TENDER CHECK LIST**

SUPPORTING DOCUMENTATION CHECKLIST		
DESCRIPTION	*YES	*NO
Attendance of Site Inspection		
Power of Attorney/ JV agreement in case of JV (Attachment)		
Certificate of Authority/Letter of Authority of signatory(Attachment)		
Valid Tax Clearance attached (Attachment)		
CIDB grading (Attachment) Correct minimum grading required and not expired status		
Form of offer Completed in figures and in words		
Document filled in with a black pen		
All pages signed		
Schedule of construction plant (Attach registration papers(NATIS)licence disc or letter of intent to rent plant from accredited plant hiring firms)		
Schedule of Company Experience (Attach certified copies of appointment letters and completion certificates of previous projects)		
Key Staff and personnel (Attach organogram with CV's and certified copies of qualification certificates)		
Schedule of sub contracts (Attachment)		
Programme of works (Attachment)		
Declaration of interest completed		
Accredited BBB-EE Certificate (Attachment) Joint BBB-EE for joint ventures		
Proof of residence (Tribal authority letter , Lease agreement)		
Updated Municipal Account (Compulsory)		
Company registration document (Attachment)		

*YES/*NO mark with v

NB : Please note the checklist is just a guide to assist you.

Contract No.

NB : Requirement for Neatness and Convenience to the Evaluation of the Tender , All attachments must be bound into one document separately and submitted with Tender Document strapped together with a rubberband.

NB : Mogalakwena Municipality will ensure to evaluate the Tender document in full.



**CONTRACT NO:
REBONE SPORTS NODE PHASE 2**

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PART C3: SCOPE OF WORK

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**CONTRACT NO:
REBONE SPORTS NODE PHASE 2**

THE TENDER

**PART T1 : TENDERING PROCEDURES
PART T2 : RETURNABLE DOCUMENTS**



**CONTRACT NO:
REBONE SPORTS NODE PHASE 2**

PART T1: TENDERING PROCEDURES

TENDER NOTICE AND INVITATION TO TENDER .. **ERROR! BOOKMARK NOT DEFINED.**

T1.2 TENDER DATA 7

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MOGALAKWENA LOCAL MUNICIPALITY

BID NUMBER: Selected bid CLOSING DATE: 03rd September 2018 CLOSING TIME: 12h00

DESCRIPTION: REBONE SPORTS NODE

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

BID DOCUMENTS MAY BE POSTED TO:

Private bag X34
Mokopane
0601

OR

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

Mogalakwena Local municipality
54 Retief Street
Mokopane
0601

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

The bid box is generally open 24 hours a day, 7 days a week.



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

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

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

1. Relevant specifications (as per ToR)
2. Value for money
3. Capability to execute the contract
4. PPPFA & associated regulations

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (SEE DEFINITION ON MBD 4 ATTACHED)

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

NAME OF BIDDER

POSTAL ADDRESS.....

STREET ADDRESS.....

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

CELLPHONE NUMBER.....

FACSIMILE NUMBER CODE.....NUMBER.....

VAT REGISTRATION NUMBER.....

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

ARE YOU THE ACCREDITED REPRESENTATIVE

IN SOUTH AFRICA FOR THE GOODS/SERVICES OFFERED BY YOU? YES/NO

(IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER

DATE.....

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

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

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Municipality / Municipal Entity: Mogalakwena Local Municipality

Department: Finance - SCM

Contact Person: scm@mogalakwena.gov.za

Tel: 015 491 9661/9647/9649

Fax: 086 216 4563.

ANY REQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: Mrs M.L Chosane

Tel: 015 491 9695/9798

Fax: 086 216 4563



TENDER NOTICE AND INVITATION TO TENDER
CLOSING DATE & TIME: 02 NOVEMBER 2018 AT 12H00
NOTICE NUMBER:

Mogalakwena Local Municipality hereby invites suitably qualified service providers to tender for the below mentioned projects.

The details of the project are as follows:

No:	Project Name	CIDB Grading	Tender Number	Compulsory Briefing Session	Enquiries
1	Rebone SAports Node	6CE or Higher	12-2018/19	Mogalakwena local municipality	015 491 9671/9731/9649 Scm@mogalakwena

Mogalakwena Municipality will evaluate, adjudicate and award the bids in accordance with the PPPFA of 2017

BID DOCUMENTS CONTAINING THE CONDITIONS OF BIDS AND REQUIREMENTS CAN BE DOWNLOADED ON E-TENDERS PUBLICATION PORTAL AT www.etenders.gov.za for free and Municipality website.

Official and compulsory briefing meetings will be held on **THURSDAY 13 SEPTEMBER 2018** at **10:00** for **Rebone Sports Node** in the Council Chamber Lleka Lekalakala Building, Civic Centre, 54 Retief Street, Mokopane, 0669.

The respective project name with the project number must be clearly marked on the envelope before submission.

Complete tender documents, fully priced, signed and sealed in an envelope must be deposited in the Tender Box at Mogalakwena Municipality, 54 Retief Street, Mokopane, by no later than **12:00** on **TUESDAY 25 SEPTEMBER 2018** for all the above projects when all tenders received will be opened in public in the Old Council Chamber, on the Ground Floor Civic Centre.

No late, faxed, telegraphic, emailed and telephonic tenders will be accepted. The council also reserves the right to negotiate further conditions and requirements with the successful tenderer.

NB* Service providers should take note that no bid/service will be awarded to a service provider who is not registered and valid on Web Based Central Supplier Database (CSD).

Enquiries related to this tenders must be addressed to Supply Chain Management at 015 491 9671/9731/9649/9647.

The Municipality does not bind itself to accept the lowest or any tender and reserves the right to accept any tender or any part thereof, which may result in the acceptance of more than one tender, whichever the case may be.

**MALULEKE K - ACTING MUNICIPAL
54 RETIEF STREET, MOKOPANE, 0601**

MANAGER

NOTICE NUMBER: 85/2018





T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of SANS 294:2004.

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

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

Subclause	Data
F.1.1	The employer is the Mogalakwena Local Municipality.
F.1.2	<p>The Project Document issued by the employer consists of the following:</p> <p>THE TENDER</p> <p>Part T1: Tendering procedures:</p> <p style="padding-left: 40px;">T1.1 Tender notice and invitation to tender</p> <p style="padding-left: 40px;">T1.2 Tender Data</p> <p>Part T2: Returnable documents</p> <p style="padding-left: 40px;">T2.1 Returnable Schedules required for Tender Evaluation</p> <p style="padding-left: 40px;">T2.2 Other Documents required for Tender Evaluation</p> <p style="padding-left: 40px;">T2.3 Returnable Schedules that will be incorporated into the Contract</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and contract data</p> <p style="padding-left: 40px;">C1.1 Form of Offer and Acceptance</p> <p style="padding-left: 40px;">C1.2 Agreement in Terms of the Occupational Health & Safety Act</p> <p style="padding-left: 40px;">C1.3 Guarantee</p> <p style="padding-left: 40px;">C1.4 Form Agreement in Terms of the Mine Health and Safety Act</p> <p style="padding-left: 40px;">C1.5 Appointment in Terms of Section 4 of the Mine Health and Safety Act</p> <p style="padding-left: 40px;">C1.6 OHS Act of 1993</p> <p style="padding-left: 40px;">C1.7 Agreement in Terms of the Mine Health and Safety act</p> <p style="padding-left: 40px;">C1.8 Contract Data</p>

Subclause	Data
	<p>Part C2: Pricing data</p> <p> C2.1 Pricing instructions</p> <p> C2.2 Bills of quantities</p> <p> C2.3 Summary of Bills of Quantities</p> <p> C2.4 Calculation of Tender Sum</p> <p>Part C3: Scope of work</p> <p> C3.1 Description of Works</p> <p> C3.2 Standard Specifications</p> <p> C3.3 Procurement</p> <p> C3.4 Additional Information</p> <p>Part C4: Site information</p> <p> C4.1 Site Information</p> <p> C4.2 Locality Plan</p> <p>Part C5: Drawings</p>
F 1.4	<p>The employer's agent is:</p> <p>Name : EYESIZWE CONSULTANTS.</p> <p>Physical Address: UNIT 1 ISMINI OFFICE PARK 4 HILLARY DRIVE BENDOR POLOKWANE 0699</p> <p>Postal Address :PO BOX 2088 CHUENESPOORT 0700</p> <p>Tel: (015) 151 0036 Fax:086 662 2455 Email: thabo@eyesizwe.com</p>
F.2.1	<p>Eligibility requirements</p> <p>Only those tenderers who can demonstrate that they will have in their employ management and supervisory staff satisfying the requirement of the scope of work for labour-intensive competencies for supervisory and management staff during the validity of the contract are eligible to submit tenders.</p> <p>Only those tenderers who are registered with the CIDB, or can provide proof of having applied for registration, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum</p>



Subclause	Data		
	<p>tendered for a 6CE OR HIGHER class of construction work, or by a contractor who is registered as a potentially emerging enterprise in terms of these Regulations at a contractor grading designation, one level higher than the contractor's registered grading designation, provided that the client</p> <p>(a) is satisfied that such a contractor has the potential to develop and qualify to be registered in that higher grade; and</p> <p>(b) ensures that financial, management or other support is provided to that contractor to enable the contractor to successfully execute that contract are eligible to submit tenders.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> every member of the joint venture is registered with the CIDB or can provide proof of having registered; the lead partner has a contractor grading designation in the 6CE OR HIGHER class of construction work; and <p>the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 6CE OR HIGHER class of construction work are eligible to submit tenders.</p>		
F.2.1.5	The tender offer validity period is 90 days .		
F.2.10.1	The tender amount in the form of tender will be final and binding, refer to F.3.9		
F2.18	The tenderer must submit to the Employer, names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy eligibility requirements.		
F.2.23	The tenderer is required to submit with his tenders an original Tax Clearance Certificate from the South African Revenue Services ("SARS") certifying that the tenderer's taxes are in order or that suitable arrangements have been made with SARS.		
F.3.11	<p>Evaluation of Bid offers</p> <p>Scoring for Functionality</p> <table border="1"> <tr> <td>Functionality</td><td>Points Allocation</td></tr> </table>	Functionality	Points Allocation
Functionality	Points Allocation		

Subclause	Data									
	Company Experience (Valid Certified copies of appointment letters and completion certificates of previous work need to be attached for functionality points scoring otherwise no points will be allocated)									
	1 - 3 years in Civil Engineering related work under consideration	15								
	4-5 years in Civil Engineering related work under consideration	25								
	6 - above years in Civil Engineering related work under consideration	30								
	Total	30								
	Management and key Staff (Valid certified copies of Academic Qualification certificates need to be attached for functionality points scoring otherwise no points will be allocated)									
	Technical Certificate (N6 Civil Engineering) FET College	10								
	Technical Diploma (N dip) University of Technology	20								
	Degree (B-Tech, B Eng ,B sc Civil) University or University of Technology	25								
	Proffessional Ecsa (Pr. Techni,Pr. Tech ,Pr. Eng)	30								
	Total	30								
	List of Plant (Valid certified copies of registration documents of Plant or Letter of intent to rent listed plant)									
		<div>HiredOwned</div>								
	1-4 Listed Plant available	23								
	5-6 Listed Plant available	36								
	7- Above Listed Plant available	510								
	Total	510								
<table><tr><td>ROADS PLANT</td></tr><tr><td> </td></tr><tr><td>1. Grader</td></tr><tr><td>2. Impact roller</td></tr><tr><td>3. Tipper truck</td></tr><tr><td>4. Water tanker</td></tr><tr><td>5. Excavator</td></tr><tr><td>6. Paver</td></tr><tr><td>7. Pneumatic roller</td></tr></table>	ROADS PLANT		1. Grader	2. Impact roller	3. Tipper truck	4. Water tanker	5. Excavator	6. Paver	7. Pneumatic roller	
ROADS PLANT										
1. Grader										
2. Impact roller										
3. Tipper truck										
4. Water tanker										
5. Excavator										
6. Paver										
7. Pneumatic roller										
Programme of Works										
Activities with Timelines	5									
Detail with Critical path and resource allocation	10									
Microsoft Project or equivalent presentation	15									
TOTAL	15									
Cashflow Estimate and financial responsiveness										
Cashflow projection	1									
Financial responsiveness	4									
Total	5									



Subclause	Data												
	Locality (Attach letter from Tribal Authority / Municipal Account / Lease agreement / Any Legal Document)												
	Business Location/Branch in Mogalakwena Area	10											
	Business Location/Branch in Waterberg District	6											
	Business Location/Branch in Limpopo Province	3											
	Total	10											
	Total Points Achievable	100											
	Minimum Score required	60											
	F.3.11.2 Scoring Financial Offers												
	Score the financial offers of remaining responsive Bid offers using the following formula:												
N _{FO} = W ₁ x A where:													
N _{FO} = the number of Bid evaluation points awarded for the financial offer.													
W ₁ = the maximum possible number of Bid evaluation points awarded for the financial offer as stated in the Bid Data.													
A = a number calculated using either formulas 1 or 2 below as stated in the Bid Data.													
<table><tr><th>Formula</th><th>Basis for comparison</th><th>Option 1</th><th>Option 2</th></tr><tr><td>1</td><td>Highest price or discount</td><td>$(1 + \frac{(P - P_m)}{P_m})$</td><td>$P/P_m$</td></tr><tr><td>2</td><td>Lowest price or percentage commission/fee</td><td>$(1 - \frac{(P - P_m)}{P_m})$</td><td>$P_m/P$</td></tr></table>		Formula	Basis for comparison	Option 1	Option 2	1	Highest price or discount	$(1 + \frac{(P - P_m)}{P_m})$	P/P_m	2	Lowest price or percentage commission/fee	$(1 - \frac{(P - P_m)}{P_m})$	P_m/P
Formula	Basis for comparison	Option 1	Option 2										
1	Highest price or discount	$(1 + \frac{(P - P_m)}{P_m})$	P/P_m										
2	Lowest price or percentage commission/fee	$(1 - \frac{(P - P_m)}{P_m})$	P_m/P										
where:													
P _m = the comparative offer of the most favourable Bid offer.													
P = the comparative offer of Bid offer under consideration.													
F3.13.1	Tender offers will only be accepted on condition that:												

Subclause	Data
	<ul style="list-style-type: none"> a) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; b) the tenderer or any of its directors is not listed in the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and c) the tenderer has not over the last five years failed to satisfactorily perform a contract for the employer and has been issued with a written notice to this effect.
F.3.18	The number of paper copies of signed contract to be provided by the Engineer is Three (3) .
F.3.19	<p>Labour Content:</p> <p>The minimum Labour content for this project shall be 20.</p>



PART T2: LIST OF RETURNABLE DOCUMENTS

The tenderer must also complete the following returnable documents:

T2.1	RETURNABLE SCHEDULES FOR TENDER EVALUATION.....	37
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TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

- 1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as efilers through the website www.sars.gov.za.



MBD 3.1

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

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

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

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

- | | | |
|---|--|---------|
| - | Required by: | ..... |
| - | At: | ..... |
| - | Brand and Model | ..... |
| - | Country of Origin | ..... |
| - | Does the offer comply with the specification(s)? | *YES/NO |
| - | If not to specification, indicate deviation(s) | ..... |
| - | Period required for delivery | ..... |

***Delivery: Firm/Not firm**

- **Delivery basis**

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

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

***Delete if not applicable**

MBD4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
- 3 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

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

3.2 Identity Number:

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

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

3.7 The names of all directors / trustees / shareholders members, their individual identity



numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state?

YES / NO

3.8.1 If yes, furnish particulars.

.....

¹MSCM Regulations: "in the service of the state" means to be –

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

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....
.....

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

3.11.1 If yes, furnish particulars

.....
.....

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

3.12.1 If yes, furnish particulars.

.....
.....

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

3.13.1 If yes, furnish particulars.

.....
.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company

have any interest in any other related companies or
business whether or not they are bidding for this contract.

YES / NO

3.14.1 If yes, furnish particulars:

.....
.....



2 FULL DETAILS OF DIRECTORS / TRUSTEES / MEMBERS / SHAREHOLDERS.

Full Name	Identity Number	State Employee Number / Persal Number

.....

Signature

.....

Date

.....

Capacity

.....

Name of Bidder

4 DECLARATION

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

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF
PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS
DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of bidder



MBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

(a)

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

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

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

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2.

- (k) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3.

3.1

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

or

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

4.

4.1



B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?
(**Tick applicable box**)

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

7.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- Whether the sub-contractor is an EME or QSE
(**Tick applicable box**)

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of
company/firm:.....

8.2 VAT registration
number:.....

8.3 Company registration
number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality **where** **business** **is** **situated:**
.....

Registered Account Number:



Stand Number:.....

8.8 Total number of years the company/firm has been in business:.....

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution) Mogalakwena Municipality in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number 01/2011 at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract; if applicable
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.



NAME (PRINT)

.....

CAPACITY

.....

SIGNATURE

.....

NAME OF FIRM

.....

DATE

.....

WITNESSES

1

2

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

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

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2



DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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



4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS
DECLARATION FORM TRUE AND CORRECT.**

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

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

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

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

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



MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

MBD 9

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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



MBD 9

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

Signature Date

Position Name of Bidder.....

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T2.1 A CERTIFICATE OF AUTHORITY

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

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

A. Certificate for company

I,.....(*name*), chairperson of the board of directors of(*company name*), hereby confirm that by resolution of the board (copy attached) taken on(*day*).....(*month*) 20....., Mr/Mrs.....(*name*) acting in the capacity of.....(*designation*), was authorised to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

As witness

1.....(*signature*)(*signature*)
Chairman

2.....(*signature*)
Date

B. Certificate of partnership

We, the undersigned, being the key partners in the business trading as(*company name*)

hereby authorise Mr/Mrs.....(*name*), acting in the capacity of.....(*designation*) to sign all documents in connection with the tender for Contract and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Mrs.....(*name*), authorised signatory of the company(*company name*), acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract No..... and any other contract resulting from it on our behalf.

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

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

D. Certificate for sole proprietor

I,(*name*), hereby confirm that I am the sole owner of the business trading as.....(*company name*)

As Witness:

1.....(*signature*).(*signature*)
Signature: Sole owner

2.....(*signature*)

Date

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading
as.....(*company name*)

hereby authorise Mr/Mrs.....(*name*)

Acting in the capacity of.....(*designation*), to sign all documents
in connection with the tender for Contract No: and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

T2.1 B CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

This is to certify that.....(Tenderer) of

.....

.....(address)

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

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

Particulars of person(s) attending the meeting:

NameSignature.....

Capacity.....Name.....

Signature.....

Capacity.....

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

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

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

T2.1 C UTILIZATION OF LOCAL RESOURCES

We notify you that it is our intention to employ the following suppliers for work in this contract.

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the name of proposed suppliers in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

	Name and address of proposed Suppliers		Description of Work to be executed by Suppliers
1.			
2.			
3.			
4.			
5.			

NOTES:

1) ATTACH PROJECT CERTIFICATE OF COMPLETION FOR COMPLETED PROJECTS

2) ATTACH APPOINTMENT LETTER FOR PROJECTS THAT ARE NOT YET COMPLETE

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

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

Tenderer.....

T2.1 D SCHEDULE OF THE TENDERER'S EXPERIENCE

The following is a statement of similar water work successfully executed by myself/ourselves in the last five years:

Employer, contact person and telephone number	Description of contract	Value of work Inclusive of VAT (Rand)	CIDB Classification	Date Completed

Note:

1. Attach Project Completion Certificate for Completed Projects

2. Attach Appointment letter for projects that are not yet completed

Signed..... Date

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

Tenderer.....

T2.1 E RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

Attach additional pages if more space is required.

Signed.....

Date

Name.....

Position.....

Tenderer.....

T2.1 F DEVIATIONS OR QUALIFICATIONS BY THE TENDERER

Note: Tenderers will be declared to be non-responsive should any proposed deviation or qualification, save for where alternative tender offers are permitted in terms of the Tender Data, in the employer's opinion:

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

PAGE	DESCRIPTION

SIGNED ON BEHALF OF TENDERER:

T2.1 G CERTIFICATE OF NON-COLLUSIVE TENDER

1 IN THE CASE OF A SINGLE CONSTRUCTION CONCERN:

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

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

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

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

SIGNED ON BEHALF OF TENDERER:

I: CERTIFICATE OF NON-COLLUSIVE TENDER (continued)

2 IN THE CASE OF A CONSORTIUM OF CONSTRUCTION CONCERNS:

We certify that this is a bona fide tender.

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

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

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

SIGNED ON BEHALF OF TENDERER:

**T2.1 H COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 AND
CONSTRUCTION REGULATIONS, 2003**

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

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

SIGNED ON BEHALF OF THE TENDERER:

Note to tenderer:

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

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

K1 General

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

Forms RDP 1 (E) to RDP 4 (E) apply to this section and must be completed and submitted with the tender.

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

K2 Definitions

K2.1 Contract Participation Goal (CPG)

The value of goods, services and works, excluding VAT, for which the contractor proposes to engage labour or ABEs .

K2.2 Affirmable Business Enterprise (ABE)

A business which adheres to statutory labour practices, is a legal entity, registered with the South African Revenue Service and a continuing and independent enterprise for profit, providing a commercially useful function and

- a) which is at least 51 % Owned by one or more Previously Disadvantaged Individuals (PDI) or in the case of a company, at least 51 % of the shares are owned by one or more Previously Disadvantaged Individuals (PDI) and
- b) whose management and daily business operations are under the control of one or more of the Previously Disadvantaged Individuals (PDI) who effectively own it provided, however, that, during the period for which the business has been operating or the previous three financial years, whichever period is the lesser, the average annual turnover of the business (excluding VAT and any turnover generated in respect of work performed by other parties in a joint venture or a consortium) does not exceed:
 - 1) R10 million in respect of contractors who mainly perform Civil Engineering Services.
 - 2) R2,5 million in respect of labour-only subcontractors
 - 3) R10 million in respect of Manufacturers
 - 4) R15 million in respect of Suppliers

- 5) R2,5 million, exclusive of any turnover generated in respect of out-sourced activities which the enterprise does not have the in-house competence and expertise to perform, in respect of professional service providers, and
- 6) R2,5 million in respect of other service providers, e.g., transport; and that the sum of the average annual turnovers over the same period of all the business concerns which are under the control of Previously Disadvantaged Individuals (PDI) within the business entity and Affiliated Entities does not exceed one and a half (1,5) times the maximum allowable annual average turnover for the particular category of enterprise as set out in (b) above, seeking ABE status.

K2.3 “Historically Disadvantaged Individuals (HDIs)” means all South African Citizens

1. who had no franchise in national elections prior to the introduction of the 1983 and 1993 constitutions;
2. women, or
3. disabled persons

Persons who obtained South African Citizenship after the first democratic election in April 1994, cannot qualify for preference as an HDI.

K2.4 Target values

(a) The values of the following items (excluding VAT) expressed as percentages of the Tender Sum, (excluding VAT) as proposed by the tenderer in his tender. The monetary total of these values shall be the CPG.

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

Labour Maximisation	:	15%
ABE support	:	10%

(b) The value of the following item expressed as a percentage of the total number of supervisory staff employed on the contract, as proposed by the tenderer in his tender. In this contract the minimum target value shall be:

HDI Supervisory Staff : 50%

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

The maximum target values for each category will be the highest of all values submitted in the tenders short-listed for detailed evaluation.

K3 Contract Participation Performance (CPP)

K3.1 The Contractor's Participation Performance will be measured monthly in order to monitor the extent to which he is striving to reach the Contract Participation Goal (CPG) he proposed in his tender. Failure to reach the CPG will make him liable for a penalty as prescribed in Section C3.3.1.5 of the Preferential Procurement Point System Policy.

K3.2 Monitoring of CPG

Regular returns will be required from the contractor, to be submitted with each payment certificate.

Examples of the forms to be used are illustrated under Annexure C5.1 of this document.

K4 Training

Training will be offered as per Bill of Quantities.

RDP1(E) SCHEDULE OF LABOUR CONTENT

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

The specified target value is 15%

Type of Labour	Man-hours	Minimum Wage Rate per Unit	Total Wage Cost (Excl VAT)
Permanent Labour			
Temporary Labour			
SMME/HDI's Labour			
TOTAL			
PERCENTAGE			

Notes to Tenderer:

- (1) Labour is defined as hourly paid personnel.
- (2) The penalty for non-compliance during the contract or for fraudulent disclosure is discussed in Section C3.3.1.5.

SIGNED ON BEHALF OF THE TENDERER:

RDP2(E) EMPLOYMENT OF ABE'S

Target values of work to be executed by and goods & services to be procured from ABEs shall be 10%.

Schedule Item No	Name of ABE	Item Description/ Goods & Services to be provided	Value	
			Rands (Excl VAT)	% of Tender Sum (Excl VAT)
TOTAL				

Notes to tenderer:

- 1. Regardless whether the tenderer fits the classification of an SMME/PDI, as defined in Section 3.3 of this specification, the tenderer nevertheless retains the obligation to commit to the target values prescribed under Form T2.1 K, item K2.4.**
- 2. Tenderers shall insert “unknown” if an SMME/PDI has not been selected prior to tender closing date.**
- 3. The penalty for non-compliance during the contract or for fraudulent disclosure is discussed in Section C3.3.1.5.**

SIGNED ON BEHALF ON THE TENDERER

RDP3(E) HDI EQUITY IN PROJECT

The tenderer shall complete the table below.

Company Name (In Case of Joint Venture, all JV Partner Names)	Other HDI Equity Share %	Female Equity Share %	Total HDI Equity Share %

Notes to tenderer:

The tenderer may be required to provide audited proof of equity distribution. In the case of public listed companies the ratios of equity shareholding are to be replaced by the ratio of HDI and female representativity at directorship level.

SIGNED ON BEHALF OF THE TENDERER

RDP4(E) HDI SUPERVISORY STAFF

The minimum value of HDI supervisory staff expressed as a percentage of the total number of staff be 50%. Refer Form T2.1 K, item 2.4(b).

It is proposed to employ the following salaried personnel on this contract as supervisory staff:

(Note: The Curriculum Vitae of each staff member proposed to be attached to Section T2.3 A)

Staff Category	Number per Category	HDI Status (Yes or No)
TOTALS		

HDI as percentage of total %

The tenderer shall submit a signed copy of his management proposal, providing a clear statement of his understanding and approach to execute the work, using the headings and sub-headings listed as follows:

(a) Personnel

Curriculum vitae (not longer than one A4 page) is required for each person as follows, indicating the relevant experience,

- (i) Contract manager
 - contract management experience
 - projects experience
- (ii) Site agent
 - contract management experience
 - projects experience
 - community liaison experience

(b) Management of site

- (i) access to resources (number of personnel and equipment available in the company)
 - (ii) quality assurance plan
 - (iii) site management systems
 - (iv) organizational structure (provide head office and site organogram, indicating personnel required in terms of the specifications, and percentage time of personnel allocated to the site)
- (c) SMME support
- (i) financial and managerial
 - (ii) equipment and tools
 - (iii) procurement of materials
 - (iv) assistance with tenders

Notes to tenderer:

- 1. If personnel are hourly paid they cannot be classified as supervisory staff, regardless the nature of their duties.**
- 2. The tenderer may be required to provide audited proof that the stated personnel are salaried members of staff or contracted on a monthly fee.**
- 3. Examples of relevant personnel are: Site agent, assistant site agent, senior materials technician, senior surveyors and clerks.**

SIGNED ON BEHALF OF THE TENDERER

RDP5(E) ABE DECLARATION AFFIDAVIT

It is understood and agreed that should this contract be awarded to me an ABE Declaration Affidavit will be completed by each and every ABE employed by me on this contract and will be submitted to the Employer immediately upon demand by the Employer.

SIGNED ON BEHALF OF THE TENDERER

An example of the SMME/PDI Declaration Affidavit is given in Annexure C5.1.

SBD2 TAX CLEARANCE REQUIREMENTS

IT IS A CONDITION OF BIDDING THAT -

1. The taxes of the successful bidder **must** be in order, or that satisfactory arrangements have been made with the Receiver of Revenue to meet his / her tax obligations.

2. The attached form "Application for Tax Clearance Certificate (in respect of bidders)", must be completed in all respects and submitted to the Receiver of Revenue where the bidder is registered for tax purposes. The Receiver of Revenue will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of six (6) months from date of issue. This Tax Clearance Certificate must be submitted in the original together with the bid. Failure to submit the **original** and valid Tax Clearance Certificate **may** invalidate the bid.

3. In bids where Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate Tax Clearance Certificate. Copies of the Application for Tax Clearance Certificates are available at any Receiver' s Office.

SBD2/ Application for tax Certificate

T2.2 OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION

T2.2 A	FINANCIAL DETAILS, STATEMENTS AND BANK REFERENCES	60
T2.2 B	CONSTRUCTION INDUSTRIES DEVELOPMENT BOARD REGISTRATION ..	61

T2.2 A FINANCIAL DETAILS, STATEMENTS AND BANK REFERENCES

1. FINANCIAL STATEMENTS

I/We agree, if required, to furnish a copy of the latest audited set of financial statement together with my/our Director's and Auditor's report for consideration by the Mogalakwena Local Municipality.

2. DETAILS OF CONTRACTOR'S BANK ACCOUNT

I/We furnish the following information:

- a) Account Holders
- b) Name of Bank:
- c) Branch of Bank
- d) Town/city/suburb where bank is situated.....
- e) Contact Person at the Bank:
- f) Telephone number of Bank: Code:Number:
- g) Account Number:
- h) Bank rating (include confirmation from bank or financial institution):
.....

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

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

DATE:

T2.2 B CONSTRUCTION INDUSTRIES DEVELOPMENT BOARD REGISTRATION

The tenderer is to affix to this page either:

- Written proof of his registration with the CIDB as a Category CE

Or

- Written proof of his application to the CIDB for registration as a contractor in the category listed above.

Or

The tenderer shall provide the following details of his registration with the Construction Industry Development Board, as well as a printed copy of the Active Contractor's Listing off the CIDB website (www.cidb.org.za)

Name of Contractor:

Contractor Grading Designation:

CIDB Contractor Registration Number:

Note:

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

**T2.3 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO
THE CONTRACT**

T2.3 A	ORGANOGRAM AND CURRICULUM VITAE OF KEY PERSONNEL	63
T2.3 B	PROJECT PROGRAMME AND METHOD STATEMENT	64
T2.3 C	SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE	65
T2.3 D	RATES FOR SPECIAL MATERIALS	66

T2.3 A ORGANOGRAM AND CURRICULUM VITAE OF KEY PERSONNEL

Tenderer to supply an organogram for the management of the contract and include curricula vitae of key personnel. This curricula vitae shall provide evidence of relevant experience of the key staff in the organogram. The personnel included here shall be used on the project unless otherwise agreed by the engineer.

T2.3 B PROJECT PROGRAMME AND METHOD STATEMENT

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

This programme is to be supported by a method statement indicating the tenderer's proposed work plan for the construction of the works.

SIGNED ON BEHALF OF TENDERER:.....

Note to Tenderer

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

T2.3 C SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE

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

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

SIGNED ON BEHALF OF TENDERER:

T2.3 D RATES FOR SPECIAL MATERIALS

Only bitumen products will be dealt with as a special material in terms of subclause 46.3 of the General Conditions of Contract. All bitumen products as indicated in the contract data must be stated in the list below.

The rates and prices for the special materials shall be furnished by the contractor, which rates and prices shall exclude VAT but shall include all other obligatory taxes and levies.

SPECIAL MATERIALS	UNIT *	RATE OR PRICE FOR THE BASE MONTH

* Indicate whether the material will be delivered in bulk or in containers.

When called upon to do so, the contractor shall substantiate the above rates or prices with acceptable documentary evidence from the applicable refinery supplying the bitumens.

SIGNED ON BEHALF OF TENDERER:.....

T2.4 FORMS TO BE COMPLETED BY CONTRACTOR APPOINTED

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T.2.4.1 RETENTION MONEY GUARANTEE PROFORMA

EXAMPLE

.....Department
.....
.....
.....

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.

FOR

Rebone Sports Node

The guarantee is issued on behalf of

Registration No

(hereinafter referred to as "the Contractor") in connection with the above mentioned contract (hereinafter referred to as "the Contract").

Whereas you have agreed that the Contractor may provide a guarantee in lieu of the retention monies provided for under the Contract.

Now therefore we, the undersigned, being duly authorised to represent the

.....

(full name of guarantor) registration number

undertake to pay you such amounts as you may from time to time demand from us, immediately upon receipt of a written demand from you.

1. Each demand shall be in writing and delivered to us at or such other address as we shall in writing notify to you.
2. Our liability to make the payments herein referred to shall be unconditional and not be affected or diminished by any disputes, claims or counterclaims between you and the Contractor.
3. Our aggregate liability under this guarantee is limited to (R.....) and is restricted to payment of monies only.
4. This guarantee shall expire on the date on which the last of the retention monies, which but for this guarantee would have been retained by you, becomes payable

to the 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

.....

.....

T.2.4.2 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

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

.....

Telephone no.

Commissioner of Oath

Date

Note: In the case of A Company a certificate of authority for signatory must be provided.

EXAMPLE

T.2.4.3 FORM RDP 9(E) : CONTRACT EMPLOYMENT REPORT

CONTRACT NO

REPORT ON EMPLOYMENT ON THE ABOVE CONTRACT FOR THE MONTH OF _____ 2012										
NAME OF COMPANY OR FIRM AND VENDOR NUMBER	AGE OF COMPANY OR FIRM	EMPLOYMENT GROUP	EMPLOYMENT							
			MALE	FEMALE	TOTAL	PERSON/HOURS			VALUE (RAND)	
						MALE	FEMALE	TOTAL	MALE	FEMALE
		Unskilled (US)								
		Semi-Skilled (SS)								
		Skilled (SK)								
		Lab.Tech (LT)								
		Surveyor (SUR)								
		Eng. Tech (ET)								
		Engineer (EN)								
		Admin (AD)								
		Others (o)								
TOTALS										
GRAND TOTALS										

EXAMPLE

T.2.4.4 FORM RDP 10(E) : EMPLOYMENT OF SUPERVISORY STAFF REPORT

CONTRACT NO

REPORT ON THE EMPLOYMENT OF SUPERVISORY STAFF ON THE ABOVE CONTRACT FOR THE MONTH OF _____ 2012				
POSITION HELD	NAME	PDI	NON-PDI	TOTAL
Site Agent				
Senior Materials Technician				
Senior Surveyor				
Earthworks Surveyor				
Compaction Supervisor				
Surfacing Supervisor				
Structures Supervisor				
Others: - List				
TOTALS				

EXAMPLE

T.2.4.5 FORM RDP 11(E) : GENERIC TRAINING REPORT

CONTRACT NO

REPORT ON GENERIC TRAINING ON THE ABOVE CONTRACT FOR THE MONTH OF 2012										
DATES OF TRAINING COURSES		EMPLOYER OF TRAINEE		NAME OF TRAINING INSTITUTE OR IF IN-HOUSE WRITE IH	ATTENDANCES				TOTAL COST OF TRAINING PER TYPE OF TRAINING	
START	FINISH	NAME	VENDOR NO.		NUMBER ATTENDING		CERTIFICATES AWARDED		MALE	FEMALE
					MALE	FEMALE	MALE	FEMALE	MALE	FEMALE
TOTAL										
TOTAL ALL TRAINEES										

EXAMPLE

T.2.4.6 FORM RDP 12(E) : ENTREPRENEURIAL TRAINING REPORT

CONTRACT NO[illegible]

EXAMPLE

T.2.4.7 FORM RDP 13(E) : ENGINEERING TRAINING REPORT

CONTRACT NO

REPORT ON ENGINEERING TRAINING ON THE ABOVE CONTRACT FOR THE MONTH OF 2012										
DATES OF TRAINING COURSES		EMPLOYER OF TRAINEE		NAME OF TRAINING INSTITUTE OR IF IN-HOUSE WRITE – IH	ATTENDANCES				TOTAL COST OF TRAINING PER TYPE OF TRAINING	
START	FINISH	NAME	VENDOR NO.		NUMBER ATTENDING		CERTIFICATES AWARDED		MALE	FEMALE
					MALE	FEMALE	MALE	FEMALE	MALE	FEMALE
TOTAL										
TOTAL ALL TRAINEES										

EXAMPLE

T.2.4.8 FORM RDP 14(E) : COMMUNITY LIAISON MEETING REPORT

CONTRACT NO

REPORT ON COMMUNITY LIAISON MEETINGS ON THE ABOVE CONTRACT FOR THE MONTH OF 2012						
DATE OF MEETING	COMPANY/FIRM OR ORGANISATION RESPONSIBLE FOR ARRANGING THE MEETING		NUMBER OF COMMUNITY MEMBERS PRESENT	DURATION OF MEETING (hours)	TOTAL COST OF THE MEETING	COMMENTS
	NAME	VENDOR NO.				

THE CONTRACT

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

PART C1: AGREEMENT AND CONTRACT DATA

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C1.1 FORM OF OFFER AND ACCEPTANCE

Offer

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

Contract Number:

REBONE SPORTS NODE PHASE 2

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

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

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

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

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature(s)

Name(s)

Capacity

for the tenderer

(Name and address of organization)

Name of witness

Signature Date

Acceptance

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract are contained in:

PART C1 Agreements and contract data, (which includes this agreement)

PART C2 Pricing data

PART C3 Scope of work

PART C4 Site information

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

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

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

Signature(s)	.....	.....
Name(s)	.....	.....
Capacity	.....	.....
for the Employer.....		
(Name and address or organization)		
Name of witness	.....
Signature	.....	Date:

******For official use only**

Schedule of Deviations

Item	Deviation Details

By the duly authorised representatives signing this schedule of deviations, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

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

For the Contractor:

Signature(s)

Name(s)

Capacity

.....

(Name and address of organization)

Name of witness

Signature Date:

For the Employer:

Signature(s)

Name(s)

Capacity

.....

(Name and address of organization)

Name of witness

Signature Date:

******For official use only**

C1.2 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO. 85 OF 1993)

THIS AGREEMENT made at(place) on this the day of(month) in the year..... between Mogalakwena Local Municipality (hereinafter called "the Employer") on the one part, herein represented by(name) in his capacity as(designation) and delegate of the Employer and..... (hereinafter called "the Principal Contractor") of the other part, herein represented byin his capacity as

WHEREAS the Employer is desirous that certain works be constructed, viz **Rebone Sports Node** and has accepted a tender by the Principal Contractor for the construction, completion & maintenance of such works and whereas the Employer and the Principal Contractor have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Principal Contractor with the provisions of the Occupational Health and Safety Act 1993 (Act 85 of 1993 and the Construction Regulation, July 2003);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Principal Contractor shall execute the work in accordance with the contract documents pertaining to this contract.
2. This Agreement shall hold good from its commencement date, which shall be the date of a written notice from the employer or engineer requiring him to commence the execution of the Works, to either:
 - a) the date of the final certificate issued in terms of clause 49 of the General Conditions of Contract for Construction Works 2015 (1st Edition) as issued by the South African Institution of Civil Engineering (hereinafter referred to as "the GCC 2015"), as contained in the contract documents pertaining to this contract, or
 - b) the date of termination of the contract in terms of clauses 54, 55 or 56 of the GCC 2015.
3. The Principal Contractor declares himself to be conversant with the following:-
 - a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act.
 - i) Section 8: General duties of employers to their employees.
 - ii) Section 9: General duties of employers and self-employed persons to persons other than employees.
 - iii) Section 37: Acts or omissions by employees or mandatories and
 - iv) Sub-section 37(2) relating to the purpose and meaning of this Agreement.

- v) Construction Regulations 2003, and other safety regulations, as applicable.
 - b) The procedures and safety rules of the employer as pertaining to the Principal Contractor and to all his sub contractors.
- 4. The Principal Contractor is responsible for the compliance with the Act by all his sub-contractors, whether or not selected and/or approved by the employer.
- 5. The Principal Contractor warrants that all his and his sub-contractors' employees are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993 which cover shall remain in force whilst any such employees are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.
- 6. The Principal Contractor undertakes to ensure that he and/or his sub-contractors and/or their respective employees will at all times comply with the following conditions:
 - a) The Principal Contractor shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Principal Contractor shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Principal Contractor obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
 - b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Principal Contractor to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
 - c) The Employer hereby obtains an interest in the issue of any formal enquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Principal Contractor and/or his employees and/or his sub-contractors.

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

_____ SIGNED FOR AND ON BEHALF OF THE EMPLOYER	
NAME OF WITNESS 1.....	2
SIGNATURE 1.....	2

******For official use only**

SIGNED FOR AND ON BEHALF OF THE PRINCIPAL CONTRACTOR

NAME OF WITNESS 1..... 2

SIGNATURE 1..... 2

C1.3 GUARANTEE

**The Municipal Manager
Mogalakwena Local Municipality
54 Retief Street
Mogalakwena, 0601**

CONTRACT NO:

I/We, the undersigned,

.....

acting herein in my/our capacity as.....

..... and as such duly

authorized to represent..... (Hereinafter referred

to as "the Guarantor") (in the case of a Company a resolution to be attached) do hereby

bind the said Guarantor for the obligations of..... (hereinafter

referred to as "the Contractor") in terms of the above-mentioned Contract between the

Municipal Manager, of Mogalakwena Local Municipality and the said Contractor, and/or for

the refund by the Contractor of any excess payments to the Contractor not due and which

cannot be recovered from the amount of the retention money to the credit of the Contractor

in terms of Clauses 7 and 49 of the General Conditions of Contract 2004, and do further bind

the Guarantor as surety and co-principal debtor with the Contractor for any other amounts

which may become payable to the said Municipal manager from any cause whatsoever

arising from the insolvency of the Contractor.

The Guarantor's liability in terms hereof shall be limited to the sum of R

(10%) of the contract amount) which amount I/we agree to hold at your disposal.

I/we declare that I/we on behalf of the Guarantor am/are fully acquainted with the terms and conditions of the said contract

and the Guarantor undertakes to pay the said amount of R

or such portion thereof as may be demanded immediately on receipt of a written demand from you in terms of Clause 7 of the General Conditions of Contract 2004. A certificate under your hand shall be sufficient and satisfactory evidence as to the amount of the Guarantor's liability

for the purpose of enabling provisional sentence or any similar relief to be obtained against the Guarantor.

It is recorded that this guarantee shall remain in force until all moneys which might become due and payable by the Contractor to the Municipal Manager have been paid and you or the said Municipal Manager shall always be entitled without your or the Municipal Manager's rights being affected, to release securities, to give time, to compound or to make any other arrangements with the Contractor, and any alteration or variation of the said Contract shall in no way release the Guarantor from liability in terms of this Guarantee.

This Guarantee is neither negotiable nor transferable, and must be surrendered to the Guarantor in the event of the full amount of the Guarantee being paid to your Agency.

This Guarantee shall lapse upon the issue of the Completion Certificate in terms of Clause 51(4) of the General Conditions of Contract 2015.

SIGNED at(place) on this(day) day of(month) 20.....

AS WITNESSES:

1. GUARANTOR

2.

ADDRESS:

.....

.....

STAMP DUTY AND ENDORSEMENT

STAMP DUTY WILL BE REQUIRED AS SHOWN BELOW

(i) GUARANTEE PROVIDED BY BANK

Five (5) cents for every R100.00 or part thereof

Maximum Duty R20.00 item 20(1) of Schedule 1 of Stamp Duties Act, 1968 (Act 77 of 1968)

(ii) GUARANTEE PROVIDED BY INSURANCE COMPANY

No duty

The document constitutes a policy of insurance under the Insurance Act, 1943 (Act 27 of 1943)

ENDORSEMENT

In all cases the Deed of Suretyship must be inscribed with the number of the guarantee of policy, as applicable.

**C1.4 FORM AGREEMENT IN TERMS OF THE MINE HEALTH AND SAFETY ACT,
(ACT No. 29 OF 1996) AS AMENDED BY THE MINE HEALTH AND SAFETY
AMENDMENT ACT (ACT No. 72 OF 1997)**

THIS AGREEMENT made at(place) on this the
.....(day) day of(month) in the year 20..... between
the **Mogalakwena Local Municipality** (hereinafter) called “the Employer”) of the one part,
herein represented by(name) in his capacity as
.....(designation) and delegate of the Employer in terms of the
Employer’s standard powers of delegation pursuant to the provisions of Act No. 7 of 1998 and
..... in his capacity as
and being duly authorised by virtue of a resolution appended hereto as

Annexure A:

WHEREAS the Employer is desirous that certain works be constructed, (insert contract title)
and has accepted a tender by the Contractor for the construction, completion and maintenance
of such works and whereas the Employer and the contract have agreed to certain
arrangements and procedures to be followed in order to ensure compliance by the Contractor
with the provisions of the Mine Health and Safety Act (Act 29 of 1996); as amended by the
Mine Health and Safety Amendment Act (Act No. 27 of 1997).

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Contractor shall himself obtain the Mining Authorisation for the sites.
2. The Contractor shall assume responsibility for the Environmental Management Programmes (EMP) in respect of the sites and shall ensure that the sites are rehabilitated at the conclusion of the Contract.
3. The Contractor shall comply with the provisions of the Act and the requirements of the Director: Mineral Development of the Department of Minerals and Energy in making the necessary financial provisions to mine optimally and safety and to rehabilitate the surface of the land concerned satisfactory and to carry out the EMP. All costs incurred in providing a guarantee or other financial provision shall be borne by the Contractor.
4. This Agreement shall hold good from the date on which the Mining Authorisation is issued until the date on which a Closure Certificate is issued in terms of the Minerals Act, 1991.
5. Nothing in this Agreement shall exonerate the Contractor from compliance with any requirements of the Engineer regarding the rehabilitation of sites prior to the issue of a Final Approval Certificate in terms of clause 52 of the General Conditions of Contract (2004).
6. The Contractor shall undertake all the duties and accept all the responsibilities of

the owner in compliance with the requirements of the Act as amended.

7. The Contractor accepts responsibility for compliance with the Act, as amended, by all his sub-contractors whether or not selected and/or approved by the Employer.

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

SIGNED ON BEHALF OF THE EMPLOYER

AS WITNESS:

1. 2.

NAME(Print): NAME(Print):

******For official use only**

SIGNED ON BEHALF OF THE CONTRACTOR

AS WITNESS:

1. 2.

NAME (Print): NAME (Print):

C1.5 APPOINTMENT IN TERMS OF SECTION 4 OF THE MINE HEALTH AND SAFETY ACT, (ACT No. 29 OF 1996) AS AMENDED BY THE MINE HEALTH AND SAFETY AMENDMENT ACT (ACT No. 72 OF 1997)

I,(name) in my capacity as(designation) of the Employer, **The Mogalakwena Local Municipality** who is the owner of the Mine(s) state name(s) or state "to be worked under the requirements of the above mentioned, hereby appoint(name) in his capacity as(designation). of the Contractor to perform all functions entrusted to the Employer by Sections 2 and 3 of the Act, as amended

SIGNED:

DATE:

WITNESS: 1. 2.

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

******For official use only**

I hereby accept the above appointment

SIGNED :

DATE:

WITNESS: 1. 2.

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

Note to tenderer:

The person appointed by the Employer in terms of Section 4 of the above Act, as amended, having accepted the appointment, is required under Section 3 of the Act as amended to appoint one or more Managers to be responsible for the day to day management and operation of the mine. The form of appointment, completed and signed, shall be submitted by the successful tenderer for the approval of the Employer before the Contract is signed.

I,..... having been appointed in terms of Section 4 of the Act, as amended to perform all functions entrusted to the Employer by Sections 2 and 3 of the act, as amended, hereby appoint in his capacity as of the Contractor.....as Manager, who, in terms of Section 3 of the Act, as amended, will be responsible for the day to day management and operation of the mine(s).

SIGNED:

DATE:

WITNESS: 1. 2.

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

I hereby accept the above appointment:

SIGNED:

DATE:

WITNESS: 1. 2.

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

**C1.6 MINE HEALTH AND SAFETY ACT No. 29 OF 1996 AND AMENDMENT ACT
No. 72 OF 1997**

DEFINITIONS:

Section 102 of the Mine Health and Safety Act refers.

“mine” means, when –

- (a) “used as a noun-
 - (i) any borehole, or excavation, in any tailing or in the earth, including the portion of the earth that is under the sea or other water, made for the purpose of searching for or winning a mineral, whether is being worked or not, or
 - (ii) any other place where a mineral deposit is being exploited, including the mining area and all buildings, structures, machinery, mine dumps, access roads or objects situated on or in that area that are used or intended to be used in connection with searching, winning, exploiting or processing of a mineral, or for health and safety purposes. But, if two or more excavations, boreholes or places are being worked in conjunction with one another
 - (iii) a works; and
 - b) used as a verb, the making of any excavation or borehole referred to in paragraph (a) (i), or the exploitation of any mineral deposit in any other manner, for the purpose of winning a mineral including prospecting in connection with the winning of a mineral.
 - a) whether that substance is in solid, liquid or gaseous form;
 - b) that occurs natural in or on the earth, in or under water or in tailings, and
 - c) that has been formed by or subjected to a geological process.
- “processing” means the recovering, extracting, concentrating, refining, calcimining, classifying, crushing, milling, screening, washing, reduction, smelting or gasification or any mineral, and “process” has a similar meaning
- “works” means any place, excluding a mine, where any person carries out-
- a) The transmitting and distributing to another consumer of any form of power from a mine, by the owner thereof, to the terminal point of bulk, to the power supply meter on any such other consumer’s premises, or
 - b) Training at any central rescue station, or
 - c) The making, repairing, re-opening or closing of any subterranean tunnel, or
 - d) Any operations necessary in connection with any of the operational listed in this paragraph.

C1.7 AGREEMENT IN TERMS OF THE MINE HEALTH AND SAFETY ACT, (ACT No. 29 OF 1996) AS AMENDED BY THE MINE HEALTH AND SAFETY AMENDMENT ACT (ACT No. 72 OF 1997)

THIS AGREEMENT made aton this theday ofin the year..... betweenMUNICIPALITY (hereinafter) called “the Employer”) of the one part, herein represented byin his capacity as.....and delegate of the Employer in terms of the Employer’s standard powers of delegation pursuant to the provisions of Act No. 7 of 1998 andin his capacity as and being duly authorised by virtue of a resolution appended hereto as a resolution appended hereto as Annexure A:

WHEREAS the Employer is desirous that certain works be constructed, (insert contract title) and has accepted a tender by the Contractor for the construction, completion and maintenance of such works and whereas the Employer and the contract have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Contractor with the provisions of the Mine Health and Safety Act (Act 29 of 1996); as amended by the Mine Health and Safety Amendment Act (Act No. 27 of 1997).

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The contractor shall obtain the Mining Authorisation for the particular site where mining activities, as defined in the Mine Health and Safety Act, No. 29 of 1996 as amended, are to be conducted.
2. The contractor shall assume responsibility for the Environmental Management Programme (EMPR) in respect of the site and shall ensure that the site is rehabilitated at the conclusion of the contract.
3. The contractor declares himself to be conversant with:
 - a) all the requirements, regulations and standards of the Act, together with its amendments.
 - b) the procedures and safety rules of the Employer as pertaining to the Contractor and to all his sub-contractors.
4. The contractor is responsible for the compliance with the Act and its amendments by all his subcontractors, whether or not selected and/or approved by the Employer.

SIGNED ON BEHALF OF THE EMPLOYER

AS WITNESS:

1. 2.

NAME(Print): NAME(Print):

******For official use only**

SIGNED ON BEHALF OF THE CONTRACTOR

AS WITNESS:

1. 2.

NAME(Print): NAME(Print):

C1.8 CONTRACT DATA

C1.8.1 Contract Specific Data

The Conditions of Contract are the General Conditions of Contract for Construction Works (2004) published by the South African Institution of Civil Engineering. (GCC).

Section 1: Data provided by the Employer

Clause	
1.1.4	Clause 1.1.4 of the GCC is replaced by the following: The "Commencement date" shall be the date the site is handed over to the Contractor.
1.1.14	The employer is the Mogalakwena Local Municipality.
1.2	The employer's address for receipt of communication is: Telephone: 015 491 6900 Facsimile: 015 491 9755 e-mail: Address: P O Box 34 Mokopane 0600
1.6	The special non working days are public holidays, Saturdays and Sundays.
1.6	The yearend break will commence from 24 December 2018 to 26 December 2019 and from 31 December 2019 to 2 January 2020
2.1	The engineer is required in terms of his appointment with the employer to obtain the following specific approvals from the employer: e.g. 1. Approval of extension of time; 2. Approval of additional costs; 3. Approval of variation orders; 4. Approval of penalties; 5. The approval from Mogalakwena Local Municipality for the utilization of any Contingencies.
7.	The Guarantee is to contain the same wording as the document included as C1.3 under returnable documents.
7.	The amount of the Guarantee is to be <i>10% from R2 million</i> of the Contract Price.
7.	The Guarantee is to be delivered within twenty one (21) days after the Letter of Acceptance.
10.	The Works are to be commenced within fourteen (14) days of the Commencement Date.
12.2	The Works programme is to be delivered within fourteen (14) days of the Commencement Date taken as Date of Site Hand-over.

Clause																			
35.	The amount to be included in the sum insured to cover the value of:																		
35.1.1.2.2	a) Materials supplied by the employer for incorporation into the works is R0, 00 (Nil Rand).																		
35.1.1.2.3	b) Professional fees not included in the Contract Price is R0,00 (Nil Rand).																		
35.1.3	The limit of the liability insurance required should not be less than the contract amount																		
35.1.4	The following additional and varied insurances are required: CAR & SASRIA.																		
37.2.1	Daywork allowances as tendered in Section 300 of the Bill of Quantities: Materials at cost plus 15%.																		
42.1	The Works shall be completed within Four (4) months as envisaged by the employer.																		
43.1	The penalty for delay is R5 000.00 per calendar day or part thereof.																		
46.2	<p>The value of payment certificates is to be adjusted in accordance with the Contract Price Adjustment Schedule, where</p> <p>The value of “x” is 0,150</p> <p>The values of the co-efficients are:</p> $(1 - x) \left[\frac{aL_t}{L_o} + \frac{bP_t}{P_o} + \frac{cM_t}{M_o} + \frac{dF_t}{F_o} - 1 \right]$ <p>Fixed : Estimate less than R10 000 000 or period less than 6 months</p> <table><tr><td>New Road Construction</td><td>Rehabilitation</td><td>Labour Intensive</td></tr><tr><td>x = 0,150</td><td>...</td><td>...</td></tr><tr><td>a = 0,25</td><td>0,26</td><td>...</td></tr><tr><td>b = 0,30</td><td>0,30</td><td>...</td></tr><tr><td>c = 0,37</td><td>0,37</td><td>...</td></tr><tr><td>d = 0,08</td><td>0,07</td><td>...</td></tr></table> <p>“L” is the “Labour Index” and shall be the “Consumer Price Index” for the urban area specified in the Contract, as published in the Statistical Release P0141.1 in table 21 of Statistics South Africa.</p> <p>“P” is the “Plant Index” and shall be the “Civil Engineering Plant” index as published in the Statistical Release P0142.1 in table 16 of Statistics South Africa.</p>	New Road Construction	Rehabilitation	Labour Intensive	x = 0,150	a = 0,25	0,26	...	b = 0,30	0,30	...	c = 0,37	0,37	...	d = 0,08	0,07	...
New Road Construction	Rehabilitation	Labour Intensive																	
x = 0,150																	
a = 0,25	0,26	...																	
b = 0,30	0,30	...																	
c = 0,37	0,37	...																	
d = 0,08	0,07	...																	

Clause	
	<p>“M” is the “Materials Index” and shall be the price index for “Civil Engineering (Materials)” as published in the Statistical Release P0142.1 in table 15 of Statistics South Africa.</p> <p>“F” is the “Fuel Index” and shall be the index for “Civil Engineering” as published in Statistical Release P0142.1 Table 16 of Statistics South Africa.</p> <p>The suffix “o” denotes the basic indices applicable to the base month, which shall be the month prior to the month in which the closing date for the tender falls.</p> <p>The suffix “t” denotes the current indices applicable to the month in which the last day of the period falls to which the relevant payment certificate relates.</p> <p>If any index relevant to any particular certificate is not known at the time when the certificate is prepared, the Engineer shall estimate the value of such index. Any correction, which may be necessary when the correct indices become known, shall be made by the Engineer in subsequent payment certificates.</p> <p>The urban area nearest the site is (Mokopane)</p> <p>The base month is SEPTEMBER <i>(the month prior to the month in which the closing date of the tender falls)</i></p>
49.1.5	The percentage limit on materials not yet built into the Permanent Works is 80% .
49.3	The percentage retention is 10% of the tender sum (excluding CPA and VAT).
49.3	The limit of retention money is 10% of the tender sum (excluding CPA and VAT)
49.4	Minimum amount of interim payment certificate is 5% of the value of the contract
49.6	A Retention Money Guarantee shall be required .
53.1	The Defects Liability Period is twelve (12) calendar months after final completion date.
58.2/58.3	Disputes are to be referred to mediation
58.4	Disputes are to be referred for final settlement to arbitration .
	Time within which payment to contractor for works done must be made: 30 days after measurement of Works by the Engineer.
	Interest to be paid by Client on delayed payment: Prime interest rate

Clause	
	<p>Payment for labour-intensive component of the works</p> <p>Payment for works identified in the Scope of Works as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict</p>
	<p>Linkage of payment for labour-intensive component of works to submission of project data</p> <p>The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframe stipulated by the Employer. The contractor's invoices shall not be paid until all pending labour information has been submitted.</p>
	<p>Applicable Labour Laws</p> <p>The current Ministerial Determination (also downloadable at www.epwp.gov.za), Expanded Public Works Programmes, issued in terms of the Basic Condition of Employment Act of 1997 by the Minister of Labour in Government Notice, shall apply to works described in the scope of work as being labour-intensive and which are undertaken by unskilled workers.</p>

Section 2: Data provided by the Contractor

Clause	
1.1.8	The contractor is .....(name)
1.2	The contractor's address for receipt of communication is: Telephone.....Facsimile:..... e-mail:..... Postal Address:.....
37.2.2.3	The percentage allowances to cover all charges for the contractor's and subcontractor's profits, timekeeping, clerical work, insurance, establishment, superintendence and the use of hand tools is 10%.
42.1	The Works shall be completed within (3) Three months as proposed by the client.
46.3	The rate for special materials, exclusive of Value Added Tax is to be completed in Schedule T2.3 D .

C1.8.2 VARIATIONS TO THE GENERAL CONDITIONS OF CONTRACT

The following amendments of the General Conditions of Contract 2004 apply to this contract. The headings in these Special Conditions of Contract shall not be deemed to be part thereof nor be taken into consideration in the interpretation or construction thereof or of the Contract.

1. DEFINITIONS, INTERPRETATIONS AND GENERAL PROVISIONS

Add the following sub-clause:

“1.1.25 Letter of Acceptance means the letter from the Employer stating that the Contract has been awarded to the Contractor.”

1.1.25 Selected sub contractor shall mean a sub contractor selected in terms of clause 6 of the GCC.

2. ENGINEER AND ENGINEER’S REPRESENTATIVE

2.2 Engineer to consult with contractor and Employer

Replace the word “Engineer” in the last sentence with the word “Employer”.

Add the following:

“2.10 Authority of the Employer

Notwithstanding any provisions to the contrary in the Contract, the Employer shall have the right to reverse and, should he deem it necessary, to amend any certificate, direction, decision or valuation of the Engineer and to issue a new one, and such certificate, direction, decision or valuation shall for the purpose of the Contract be deemed to be issued by the Engineer, provided that the Contractor shall be remunerated in the normal manner for work executed in good faith in terms of an instruction issued by the Engineer and which has subsequently been rescinded.”

4. BASIS OF CONTRACT

Change the number of clauses 4.2 to 4.5 to read 4.3 to 4.6.

Add the following:

“4.2 Contractor deemed to have inspected the Site

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

- (a) the form and nature of the Site and its surroundings, including subsurface conditions,
- (b) the hydrological and climatic conditions.
- (c) the extent and nature of work and materials necessary for the execution and completion of the Works,
- (d) the means of access to the Site and the Accommodation he may require and, in general, shall be deemed to have obtained all information (as far as is

practicable) as to risks, contingencies and all other circumstances which may influence or affect his tender.

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

4.3 Contractor’s liability for his own design errors

In the first line insert “and Temporary” between “Permanent” and “Works”.

4.6 Compliance with Applicable Laws

Amend subclause 4.6.2 to “Health and Safety”.

Add the following:

4.6(3) Occupational Health and Safety Act

The Contractor shall enter into and execute an Agreement as provided for under Section 37 (2) of the Occupational Health and Safety Act 1993 (Act No. 85 of 1993). The Agreement shall be in the form included elsewhere in this document.

4.6(4) Mining Authorisation

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

4.6(5) Environmental Management Programme

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

Add the following:

“4.7 Extent of Contractor’ obligations

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

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

6. SUBCONTRACTING

AS PER MOGALAKWENA LOCAL MUNICIPALITY SCM POLICY DOCUMENT,
CLAUSE 2.3.18: The Contractor is not obliged to sub-contract any work because the construction value is BELOW 10 million rands.

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

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

6.8 Convert the subcontract

If the contract shall have been cancelled in terms of clause 55, the Employer shall have the right, by written notice given to any Selected Subcontractor not later than 28 days after the said cancellation, to convert the subcontract concerned to a direct contract between the Employer and the Subcontractor.

Provided that:

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

11. ACCESS TO THE SITE

11.1.2 Add the following to subclause 11.1.2

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

30. REMOVAL OF CONSTRUCTION EQUIPMENT

Add the following: sub clauses:

“30.2 Preclude seizure of constructional plant

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

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

30.3 Constructional plant brought to the site by the subcontractor

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

32. CARE OF THE WORKS

32.3.4 Delete the wording of subclause 32.3.4 and replace this clause with the following:

32.3.4 "Risk arising from political riot and malicious damage, unless these risks are insurable with The South African Special Risk Insurance Association at the time of tendering and it is stipulated in the contract that the Contractor is to effect insurance against these risks."

37.2 Daywork

37.2.2 In the first line, after the word "schedule" insert the words "and for items not included in the daywork schedule".

45. PROVISIONAL AND PRIME COST SUMS

45.1.2.1.1 In the first line after the word "sums" insert "excluding VAT"

45.1.2.1.2 In the fourth line after the word "amount" insert "excluding VAT"

49 INTERIM PAYMENTS

49.4 Employer's obligation to pay

Add the following new paragraph:

"The Employer reserves the right to refuse payment of an interim certificate the value of which is less than the minimum value stated in C1.8.1 Section 1: Data provided by the Employer."

50 VARIATIONS EXCEEDING 15%

In the last paragraph, first line, replace "(if any)" with "(based on the amount by which such additions or deductions shall be in excess of 20 % of the Tender Sum)"

Add the following subclause:

“50.1.7 Variations exceeding 20% per cent

Where the decrease or increase in the quantity of work has not resulted from a written variation order (or an additional agreement) in terms of clause 39 but from the fact that the quantities are less or more than those given in the bill of quantities, the tendered rates or sums shall still apply, except in the case of a sub-item (or an item not subdivided into sub-items) in the bill of quantities, which covers work the value of which during the tender stage exceeds 7,5 % of the value of the tender sum, and where the quantity of such sub-item or item, upon completion of the contract, deviates by more than 20 % from the quantity given in the bill of quantities so that the scale of activities or the method of construction consequently changes to such an extent that the tendered rate or sum no longer applies. In such case the Engineer, should he deem it to be in the interest of the Employer or should the Contractor enter a claim, shall, considering the extent by which the deviation in respect of the quantity of the sub-item or item concerned exceeds 20 %, determine a sum which will be equitable in the circumstances, and shall certify that such sum shall be deducted from or added to the sums owing to the Contractor.”

55 TERMINATION BY EMPLOYER

55.1.3 Delete "with due diligence" and replace with "at a rate laid down in his approved programme or, otherwise, with due diligence".

55.1.6 Add the following to the end of the existing wording:

"has failed to expel a subcontractor after having been instructed to do so in terms of sub-clause 6.4, or"

56. CANCELLATION BY CONTRACTOR

Delete the wording of subclause 56.1.1.2 and replace this clause with the following:

56.1.1.2 “Failing to pay the contractor the amount due in terms of any payment certificate issued by the engineer, provided that such payment certificate is acceptable to the employer and further more subject to the provision of sub-clause 2.8, within the time of payment provided in the contract, or.”

58. SETTLEMENT OF DISPUTES

55.1.1 Add to the end of the first paragraph the words "with the exception that the Engineer's decision on the true intent and meaning of drawings shall be final and binding."

PART C2: PRICING DATA

C2.1 PRICING INSTRUCTIONS 109

C2.2 BILL OF QUANTITIESC.1102

C2.1 PRICING INSTRUCTIONS

1. This Schedule of Quantities form part of the Contract Documents and is to be read in conjunction with the General Conditions of Contract, the Specifications and the Drawings.
2. The rates and prices to be inserted in this Schedule of Quantities shall be the full inclusive value of the work described in the Specification and shown on the Drawings, including all costs, expenses and profits which may be required in and for the supply, delivery and construction of the Works together with all general risks, liabilities and obligations set forth or implied in the documents on which the tender is to be based. Value added tax must be excluded in all rates and prices and provided for as a lump sum in the summary of the Schedule of Quantities.
3. A rate and/or price must be entered against each item in the Schedule of Quantities which is being offered by the Tenderers, whether quantities are stated or not. Items against which no price is entered will be considered as covered by the other prices or rates in the Schedule of Quantities.
4. All items will be measured net or as described in the Specification, and no allowances has been or will be made for waste or over break.
5. The quantities of work and materials in the Schedule of Quantities are not to be considered as limiting or extending the amount of work to be done and materials to be supplied by the Contract, who must satisfy himself in respect of those quantities.
6. General directions and descriptions of work and materials given in the Specification on are not repeated in the Schedule of Quantities. Reference must be made to the documents in question for this information.
7. In the case of any discrepancies between the tendered unit rates and the extended totals, the unit rate will be accepted as correct.
8. Should there be any doubt or obscurity as the meaning of any particular item, the Tendered must obtain an explanation of it in writing from the Engineer. No claims for extras arising from any such doubt or obscurity will be admitted after delivery of the tender.
9. The short description of the payment items in the Schedule of Quantities are given to identify the items and to provide specific details. Reference shall inter-alia be made to the drawings, standard specifications, project specifications, general conditions of contract and special

conditions of contract for more detailed information regarding the extent of the work entailed under each item.

10. Abbreviations in the Schedule of Quantities shall have the following meaning :

mm	=	millimetre
m	=	linear metre
m ²	=	square metre
m ³	=	cubic metre
km	=	kilometre
t	=	ton
m ³ - km	=	cubic metre kilometre
ha	=	hectare
/	=	litre
kg	=	kilogram
No	=	Number of items
pr	=	pair
Sum	=	Full payment for the item described
Provisional	=	Item only to be supplied on request by the Engineer in writing
PC sum	=	prime cost sum
LIC	=	labour intensive construction

11. References must be made to clause 48 of the conditions of contract regarding provisions sums and prime cost sums.

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

- 13 Where minimum labour intensity is specified by the design the contractor is expected to use their initiative to identify additional activities that can be done labour-intensively in order to comply with the set minimum labour intensity target.
- 14 Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the scope of works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work, which was to be done labour-intensively will not be condoned, and any works so constructed will not be certified for payment.

BILL OF QUANTITIES

SCHEDULE A : PRELIMINARY AND GENERAL

ITEM NO.	PMT. REFER.	DESCRIPTION	UNIT	QTY.	RATE	AMOUNT
A	SABS1200A	<u>PRELIMINARY AND GENERAL</u>				
A.1	8.3	FIXED-CHARGE ITEMS				
	8.3.1	Contractual Requirements				
	8.3.2	Establish Facilities on the Site :	Sum	-		
	8.3.2.1	<u>Facilities for Engineer (SABS 1200AB)</u>				
A.1.1	PS AB8.2.2(a)	a) Office building/s	Sum	-		
	PS AB8.2.2(b)	b) Telephone and Fax	Sum	-		
	PS AB8.2.2(c)	c) Nameboard	Sum	-		
	8.3.2.2	<u>Facilities for Contractor</u>				
A.1.2		a) Offices and storage sheds	Sum	-		
A.1.3		b) Workshops	Sum	-		
A.1.4		d) Living accommodation	Sum	-		
A.1.5		e) Ablution and latrine facilities	Sum	-		
A.1.6		f) Tools and equipment	Sum	-		
A.1.7		g) Water supplies, electric power and communication	Sum	-		
A.1.9	PS A 8.3.3	Other fixed-charge obligations	Sum	-		
A.1.10	8.3.4	Removal of site establishment	Sum	-		
A.2	8.4	TIME-RELATED ITEMS				
A.2.1	8.4.1	Contractual Requirements	Sum	-		
	8.4.2	Operate and maintain facilities on the Site:				
	8.4.2.1	<u>Facilities for Engineer (SABS 1200AB)</u>				
A.2.2	PS AB8.2.2(a)	a) Office building/s	Sum	-		
A.2.3	PS AB8.2.2(b)	b) Telephone and Fax	Sum	-		
A.2.4	PS AB8.2.2(c)	c) Nameboards	Sum	-		
TOTAL CARRIED FORWARD TO NEXT PAGE						
TOTAL BROUGHT FORWARD						
	8.4.2.2	<u>Facilities for Contractor for duration of construction, except where otherwise stated</u>				
A.2.5		a) Offices and storage sheds	Sum	-		
A.2.6		b) Workshops	Sum	-		
A.2.7		d) Living accommodation	Sum	-		
A.2.8		e) Ablution and latrine facilities	Sum	-		
A.2.9		f) Tools and equipment	Sum	-		
A.2.10		g) Water supplies, electric power and communication	Sum	-		
A.2.11	8.4.3	Supervision for duration of Construction	Sum	-		

A.2.12	8.4.4.	Company and head office overhead costs for duration of construction	Sum	-			
A.2.13		Contractor's initial obligations in respect of Occupational Health and Safety Act and Construction Regulations	Lump Sum				
A.2.14		Contractor's Time-related obligations in respect of Occupational Health and Safety Act and Construction Regulations	Month	6			
A.2.15		Provisions of full-time construction safety officer	Sum				
A.2.16		Submission of the Health and Safety File	Sum				
TOTAL CARRIED FORWARD TO SUMMARY							

SCHEDULE B**SCHEDULE B : MISCELLANEOUS**

ITEM NO.	PMT. REFER.	DESCRIPTION	UNIT	QTY.	RATE	AMOUNT
C.1	8,5	PROVISIONAL SUMS				
C.1.1	PSA 8.5(a)1	Community Liaison Officer	Prov. Sum	6,00	5 000,00	R 30 000,00
C.1.2	PSA 8.5(a)2	Handling cost and profit in respect of sub-item C.1.1	%			
		Provision of project steering committee	Prov. Sum			R 7 200,00
C.1.3		Handling costs and profit in respect of (C.1.2) above	%			
		Training	Prov. Sum			R 80 000,00
		Handling costs and profit in respect of (C.1.3) above	%			
C.1.4		Testing and Survey	Prov. Sum			R 310 000,00
		Handling costs and profit in respect of (C.1.4) above	%			
C.1.5		Environmental Impact Assessment and all environmental compliance	Prov. Sum			R 300 000,00
		Handling costs and profit in respect of (C.1.5) above	%			
C.1.6		Specialized Services	Prov. Sum			R 250 000,00
		Handling costs and profit in respect of (C.1.6) above	%			
						R 977 200,00
TOTAL CARRIED FORWARD TO SUMMARY						

Rebone Sports Node Bill of Quantities			SCHEDULE C		
ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	PRICE
BILL 1: SOCCER PITCH AND ATHLETICS TRACKS					
1.1	Earthworks				
1.1.1	Clear and Grub				
	1. Area for soccer pitch	ha	1.5		
	2. Area for athletics track	ha	0.5		
	3. Cleaning of entire yard	m ²	73900		
1.1.2	Levelling				
	1. Levelling by cut to fill	m ³	4500		
	2. Levelling by cut to spoil	m ³	3000		
	3. Levelling by imported material	m ³	1500		
1.1.3	Pitch-bed preparation				
	1. Scarify 150mm deep on pitch area	m ²	4000		
	2. Mix in treated top soil (Weed Control Landscape with soil poisoning)	m ³	600		
1.1.4	Grass-Planting				
LIC	1. Astro turf surfacing (30mm thick and using an infill of SILICA SAND as per the suppliers specification)	m ²	15000		
1.1.5	Ancillary Works				
LIC	1. Install multi-purpose goal posts, suitable for soccer and for rugby posts to be fabricated from 3mm steel tube with outside diameter of 100mm	No.	2		
2	MARKING EQUIPMENT				
LIC	Line Marker for the sports pitch	P Sum		R 150 000.00	R 150 000.00
3	SECURITY GATE				
	Palisade Gate 6m x 2m	No	3		
LIC 4	Guard House				
	1.Excavations not exceeding 2m deep				
	(a) Trenches	m3	24		
	(b) Trenches,holes and thickening under surface beds	m3	3		
	2.Earth filling obtained from the excavations and/or prescribed stock piles on site compacted to 93% Mod AASHTO density				
	(a) Backfilling to trenches,holes, etc	m3	20		
	3.Soil insecticide				
	Under floors etc including forming and poisoning shallow furrows against foundation walls etc, filling in furrows and ramming	m2	20		
	4.Concrete works				
	(a) Reinforced concrete for strip footings and slabs and eyebrows (25mpa/19mm)	m3	5		
	5.Expansion joints as indicated on drawing to receive 'Spanseal' 50 and 'Polyspan' expansionjoint covers				
	(a) 12mm joints	m	12		
	6.Brickwork of NFX bricks (14 MPa nominal compressive strength) in class I mortar				
	(a) 110mm brick work in foundations	m2	24		
	(b) 220mm Facebrick work for walls	m2	48		
	7.PRECAST CONCRETE WIDOW SURROUNDS				
	"Winblok" modular precast concrete widow surrounds etc finished smooth on exposed surfaces, including beddeing,jointing and pointing as per drawing	No	4		
	8.DAMP-PROOFING OF WALLS AND FLOORS				
	(a)One layer of 375 micron Polyolefin dpc(SABC 952 Type B) or "consol plastics brikgrip DPC" or other equal and approved in jointed lengths where possible over full width of wall	m2	48		

(b)One layer of 0.25mm Polyolefin dpm(SABC 952 Type C) or Consol plastics gunplas US green or other equal and approved in laid in largest possible sizes with 200mm laps and taken against the wall for surface beds	m2	20		
9.ROOF				
Sawn softwood				
(a)38 x 114mm Wall plates	m	8		
(b)38 x 38mm Purlins	m	8		
(c)Certification of roof by Engineer	No	1		
(d)roof sheeting	m2	20		
10.DOORS				
Hard Wood Flush Panel Solid Door (877mm x 2032 x 44mm door)	No	1		
11.CEILINGS				
6mm 'Donnshield' 1195 x 595 x 12.5mm ceiling panel with fissured vinyl clad finish on 'Donn' prepainted exposed tee suspension system including main and cross tees necessary hangers, grids,cross tees, necessary hangers grids with ressed wall angle etc				
(a)Sloping horizontal ceilings suspended not exceeding 1m below steel purlins at 1m centres (trusses at average 5m centres)	m	12		
DRAINS				
Excavation for open drains				
(a) Excavating soft material situated within the following depth ranges below the surface level:				
(i) 0m up to 1.5m (V-drain)	m3	1205		
(b) Extra over subitem 21.01(a) for excavation in hard material irrespective of depth	m3	102		
Clearing and shaping existing open drains	m3	265		
CONCRETE KERBING, CONCRETE CHANNELLING AND CONCRETE LINING FOR OPEN DRAINS				
Precast Concrete kerbing SABS 927				
(b) Garden Kerb:	m	1500		
Concrete Lining for open drains				
(a) Cast in-situ concrete lining class 30MPa on drain	m ³	1000		
(b) Class U2 surface finish to cast in-situ concrete for concrete V drains	m ²	4200		
Formwork to cast in situ concrete lining for open drains (class F2 surface finish)				
(a) To sides of formwork on the internal face only	m ²	1100		
GEYSER INSTALLATION AND PIPE WORK				
Geyser 200 liters	l	2		
Supply and Installation of 22mm copper piping	m	50		
TOTAL CARRIED FORWARD TO SUMMARY				

SCHEDULE D**SCHEDULE D : SUMMARY****8.2 SUMMARY OF SCHEDULES**

SCHEDULE	DESCRIPTION	AMOUNT
SCHEDULE A :	PRELIMINARY AND GENERAL	-
SCHEDULE C :	CIVIL WORKS AND ATHLETIC PITCH	-
SCHEDULE B :	PROVISIONAL SUMS	-
SUB TOTAL "A"	(Schedule A+B+C)	-
CONTINGENCIES "B"	10% of subtotal "A"	-
SUB TOTAL "C"	A+B	-
ADD 15% VAT	(Sub Total "C" * 15%)	-
TOTAL	(Sub Total "C" + 15% VAT,)	-

PART C3: SCOPE OF WORK

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GENERAL

C3.1 DESCRIPTION OF WORKS (PART A)

Mogalakwena local municipality in its service delivery proposed the upgrade of Rebone Sports Complex.

C.3.1.1 SCOPE

Employers Objective

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

Labour-intensive works

Labour-intensive works shall be constructed/maintained using local workers who are temporarily employed in terms of this Scope of Work.

Labour-intensive competencies of supervisory and management staff

Contractors shall engage supervisory and management staff in labour-intensive works that have completed the skills programme including Foremen/Supervisors at NQF "National Certificate: Supervision of Civil Engineering Construction Processes" and Site Agent/Manager at NQF level 4 "Manage labour-intensive Construction Processes" or equivalent QCTO qualifications

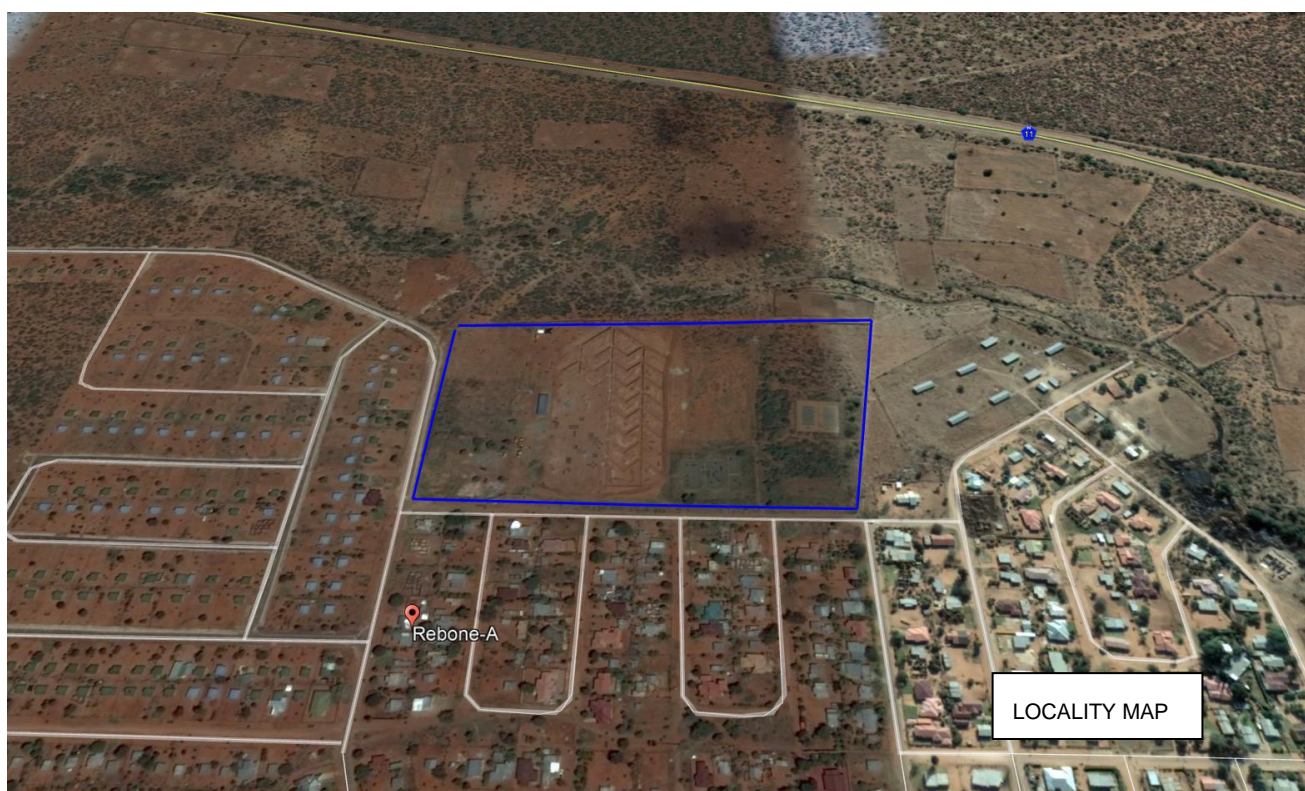
The scope of work on this project covers the following:

- Cleaning of the entire site
- Installation of lawn on the soccer field
- Construct an 8 lanes athletics track, with lawn surfacing and 400m marked tracks
- 4 x 4m Guard House
- Two Steel Gates

C3.1.2 LOCATION OF WORKS

The project is located in Limpopo Province within Mogalakwena Local Municipality of Waterberg district municipality. Rebone village is situated about 106km from Mokopane Town as shown on the attached Locality Plan. Access to the project can be gained by traveling 106km in north-westerly direction from Mokopane along N11.

Table 1.2.1 Project Co-ordinates		
Name of Settlement	Longitude	Latitude
Rebone Village	E 28° 36' 32"	S 23° 25' 24"



3.1.3 NATURE OF WORKS

There is no Geotechnical Report attached with this document. It shall be the Contractor's responsibility to acquaint himself/herself with the conditions of the site.

C3.1.4 TIME FOR COMPLETION

This project should be completed in 4 (Four) months.

C3.1.7 Labour Regulations

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

Payment for works identified in clause 2.3 "the Extent of the Project" in the Project Specifications as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the scope of work. Any non-

payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

C3.1.7.2 Applicable labour laws

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 N° R949 in Government Gazette 33665 of 22 October 2010**, 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.

C3.1.7.3 Introduction

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

In this document –

- (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 SPWP;
- (c) “worker” means any person working in an elementary occupation on a SPWP;
- (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 SPWP;
- (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.

C3.1.7.4 Terms of Work

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

C3.1.7.5 Normal Hours of Work

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

- (a) more than forty hours in any week
- (b) on more than five days in any week; and

- (c) for more than eight hours on any day.
- (d) An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.
- (e) A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

C3.1.7.6 Meal Breaks

- (f) A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- (g) An employer and worker may agree on longer meal breaks.
- (h) 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.
- (i) A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

C3.1.7.7 Special Conditions for Security Guards

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

C3.1.7.8 Daily Rest Period

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

C3.1.7.9 Weekly Rest Period

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

C3.1.7.10 Work on Sundays and Public Holidays

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

- i. the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;
- ii. double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.

C3.1.7.11 Sick Leave

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

C3.1.7.12 Maternity Leave

- (a) A worker may take up to four consecutive months' unpaid maternity leave.
- (b) A worker is not entitled to any payment or employment-related benefits during maternity leave.
- (c) A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- (d) A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- (e) A worker may begin maternity leave –
- (f) four weeks before the expected date of birth; or
- (g) on an earlier date –

- (i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
 - (ii) if agreed to between employer and worker; or
 - (iii) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
- (h) A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.
- (i) A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the SPWP on which she was employed has ended.

C3.1.7.12 Family responsibility leave

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

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

C3.1.7.13 Statement of Conditions

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

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

C3.1.7.14 Keeping Records

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

- (a) the worker's name and position;
- (b) in the case of a task-rated worker, the number of tasks completed by the worker;

- (c) in the case of a time-rated worker, the time worked by the worker;
- (d) payments made to each worker.
- (e) The employer must keep this record for a period of at least three years after the completion of the SPWP.

C3.1.7.15 Payment

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

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

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

C3.1.7.17 Deductions

- (a) An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- (b) An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- (c) An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.

- (d) An employer may not require or allow a worker to –
- i. repay any payment except an overpayment previously made by the employer by mistake;
 - ii. state that the worker received a greater amount of money than the employer actually paid to the worker; or
 - iii. pay the employer or any other person for having been employed.

C3.1.7.18 Health and Safety

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

C3.1.7.19 Compensation for Injuries and Diseases

- (a) It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- (b) A worker must report any work-related injury or occupational disease to their employer or manager.
- (c) The employer must report the accident or disease to the Compensation Commissioner.
- (d) An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

C3.1.7.20 Termination

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

- (e) A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

C3.1.7.21 Certificate of Service

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

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

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

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

(c) Minimum Number of Workers to be Employed

- (d) The Contractor shall employ a minimum number of 20 unskilled workers, failure to which the Employer may take such steps to source these workers and incorporate them into the Contractor's workforce without any financial adjustment of the Contract. Should the Contractor continually and deliberately fail to adhere to this provision without the express written consent of the Employer, the Employer shall have the right to takeover the project and terminate the Contract in line with the Condition of Contract.

C3.1.7.23 Provision of Handtools

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

C3.1.7.23 Reporting

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

- (a) Signed Muster rolls/pay sheets of temporary workers and permanent staff detailing the number, category, gender, rate of pay and daily attendance.

- (b) Copies of certified identity documents of workers
- (c) Number of persons who have attended training including nature and duration of training provided
- (d) Assets created, rehabilitated or maintained in accordance with indicators in the EPWP M&E framework
- (e) Plant utilization returns
- (f) Progress report detailing production output compared to the programme of works

C3.2.1 ENGINEERING

C3.2.1 Drawings

The Contractor shall use only the dimensions stated in figures on the Drawings in setting out the Works, and dimensions shall not be scaled from the Drawings, unless required by the Engineer. The Engineer will, on the request of the Contractor in accordance with the provisions of the Conditions of Contract, provide such dimensions as may have been omitted from the Drawings.

The Contractor shall ensure that accurate as-built records are kept of all infrastructure installed or relocated during the contract. The position of pipe bends, junction boxes, duct ends and all other underground infrastructure shall be given by either co-ordinates or stake value and offset. Where necessary, levels shall also be given. A marked-up set of drawings shall also be kept and updated by the Contractor. This information shall be supplied to the Engineer's Representative on a regular basis.

All information in possession of the Contractor, required by the Engineer and/or the Engineer's Representative to complete the as-built/record drawings, must be submitted to the Engineer's Representative before a Certificate of Completion will be issued.

The Drawings prepared by the Employer for the permanent Works are listed and bound in a separate volume¹. The Employer reserves the right to issue amended and/or additional drawings during the Contract.

Drawings are included in appendix of this Contract Document based on current available information. Such drawing may be updated (based on actual site situation uncovered during execution of the works) and re-issued during the Contract Period as required.

Drawings include:

- a) Soccer Pitch Layout

C3.3 PROCUREMENT

C3.3.1 PREFERENTIAL PROCUREMENT

C3.3.1.1 Requirements

The preferential procurement will be in accordance with the ***Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000)*** and the ***Preferential Procurement Regulations 2001***.

Preference points will be awarded for the targeting of local resources in accordance with the resource specification for the Implementation of Targeted Construction Procurement ***SOUTH AFRICA NATIONAL STANDARDS (SANS)***

C3.3.1.2 Resource standard pertaining to targeted procurement

1914-4: 2002: Participation of Targeted Enterprises and Targeted Labour, issued by the South African Bureau of Standards.

Tender evaluation points for preferences is scored in relation to the extent to which the tenderer commits himself/herself to the employment of targeted labour or engaging targeted enterprises in the execution of the contract as reflected in the tendered Contract Participation Goal.

C3.3.2 SUBCONTRACTING

C3.3.2.1 Scope of mandatory subcontract works

The reallocation of specialise services such as Telkom, Eskom cables.

C3.3.2.2 Preferred subcontractors/suppliers

The will be no specific supplier/subcontractor on this project.

C3.3.2.3 Subcontracting procedures

The main contractor will provide the required materials to the local sub-contractors. The names of all proposed Sub-contractors to be employed by the Contractor must be submitted to the Engineer and the client for approval before they are engaged in any activities on site. Approved subcontractors shall not further subcontract work subcontracted to them. Subcontractors should not communicate directly to the Engineer but via the main Contractor.

The sub-contractor and contractor shall make use of CLO for sourcing local labour from the local community

C3.3.2.4 Attendance on subcontractors

Experience Local Contractors will be engaged for the implementation of this project.

The Local Sub contractors will be developed without sacrificing the quality of work.

C3.4.1 STANDARD SPECIFICATION

The standard specification shall be SABS Standard Specifications refer to as South African Bureau of Standards

PART B: AMENDMENTS TO THE STANDARD AND PARTICULAR SPECIFICATIONS

B1 PROJECT SPECIFICATIONS RELATING TO THE STANDARD SPECIFICATIONS AND OTHER ADDITIONAL SPECIFICATIONS

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

The number of each clause and each payment item in this part of the project specifications consists of the prefix B followed by a number corresponding to the relevant clause or payment item in the standard specification.

The number of a new clause or payment item, which does not form part of a clause or a payment item in the standard specifications and which is included here, is also prefixed by B, but followed by a new number which follows on the last clause or item number used in the relevant section of the standard specifications.

C.3.4.2 VARIATION AND ADDITIONS TO STANDARD AND PARTICULAR SPECIFICATIONS

C3.4.2.4 REQUIREMENTS OF EXPANDED PUBLIC WORKS PROGRAMME

EPWP Special Project Specification

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

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

Requirements for the sourcing and engagement of labour.

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

The rate of pay set for the EPWP is **R 140.24 per day**.

Tasks established by the contractor must be such that:

- a) the average worker completes 5 tasks per week in 40 hours or less; and
- b) the weakest worker completes 5 tasks per week in 55 hours or less.

The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 1.1.3.

The Contractor shall, through all available community structures, inform the local community of the labour intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:

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

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

- a) 55 % women;
- b) 55% youth who are between the ages of 18 and 35; and

c) 2% on persons with disabilities.

Specific provisions pertaining to SANS 1914-5

Definitions

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

Contract participation goals

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

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

Terms and conditions for the engagement of targeted labour

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

Variations to SANS 1914-5

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

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

Training of targeted labour

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

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

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

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

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

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

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

PS 1 GENERAL DESCRIPTION OF WORKS

The scopes of works are as per tender advert and Schedule of Quantities

Tenderers must note that certain rates in this tender are fixed and based on prices that the successful Tenderer shall undertake the complete construction of such installations. Tenderers are also to take note of the fact that the bulk of the work is to be executed by means of labour intensive construction (LIC) methods, where feasible. The execution of the work will be done using the two following methods:

- (i) Established contractor to employ people from the communities where the work is to be done.
- (ii) Nominated emerging sub-contractors, which are to be employed and trained by the established contractor with the assistance of an approved training institution.

The tenderers must take note of the fact that it will be expected of the successful Tenderer to enter into a formal agreement with the Nominated Emerging Contractors (NEC) and all local labour to be employed on the project. The established/main contractor (MC) will be responsible for the quantity and progress of the work of the nominated emerging contractors.

The work to be carried out during the contract period may be given as separate tasks. Each task to be undertaken will be issued as a written instruction by the Engineer and will consist of a detail scope of work and relevant drawings for each particular task.

PS 2 DESCRIPTION OF THE SITE AND ACCESS

REFER TO THE ***“PART C.3.1.2 LOCATION OF WORKS”***.

PS 3 DOCUMENTATION

PS 3.1 The Provisional Bill of Quantities is included in this document and *must be completed and handed in with the tender*.

PS 3.2 The drawings, for tender purposes, listed under part C3.2 are applicable to this contract

PS 3.3 The Tenderer shall check the Bills of Quantities for missing or duplicated pages or drawings and should any be missing or duplicated, or the reproduction be indistinct, or if any doubt exists as to the full intent or meaning of any particulars or description, or this Bills of Quantities contain any obvious errors, the Tenderer shall notify the Engineer at once who shall promptly give a written directive. No liability whatsoever will be admitted in respect of errors in any tender due to the abovementioned causes.

No alteration, erasure, omission or addition is to be made in the text and conditions of these Bills of Quantities or other documents. Should any such alterations, amendment, note or addition is made, it will not be recognised and the text of the Bills of Quantities or other documents as prepared by the Representative must be adhered to.

PS 3.4 The Tenderer shall examine all documents and shall thoroughly acquaint himself with the nature and extent of the Works and the manner in which they are to be executed as no claim for extra payment in this connection will be entertained.

PS 4 NATURE OF GROUND AND SUBSOIL CONDITIONS ON SITE

No bore tests or investigation of the in-situ material were done.

The water table may be relatively high during the summer months and provision must be made for effective draining of excavations.

It is the Contractor's responsibility to supply and deliver all material that complies with the minimum standards as well as for the building and maintaining of access roads to the works on site, haul areas or dumping sites. No additional payment will be applicable to the above-mentioned, other than the relevant items in the schedule of quantities.

No trial holes were dug along the network layout. Note that the prospective tenderers shall acquaint themselves with the nature of materials on site.

PS 5 DETAILS OF THE CONTRACT

PS 5.1 MAIN CONTRACT

Work included in this contract involves the scope of work as per paragraph PS1.

The other main components of the work under this contract are:

- a) Establishment of the Contractor's camp.
- b) Site clearance and earthworks.
- c) Provision of all materials, special fittings and accessories as required, to complete the work as prescribed.
- d) Excavation and backfill compacted as specified, of pipe trenches and the removal of all excess material.
- e) Laying, bedding and installation of all pipes and accessories.
- f) Concrete work associated with ablution block.
- g) Commissioning of the works.
- h) Maintenance on the works for a twelve month period.
- i) Water Supply and borehole refurbishment.
- j) Storage Tank.
- k) Aerial Lighting

PS 6 CONSTRUCTION PROGRAM AND METHODS

The construction site is situated in a built-up area; the Contractor shall ensure the least possible disruption of movement of the public during construction.

Construction methods must be of such a nature that no property or life is endangered. The Employer accepts no responsibility for work that is done without consent by the Engineer outside the site boundaries. The Contractor himself is responsible for liaison and arrangements with the Local Authority in connection with the finalisation and approval of the construction program.

The Contractor is responsible for liaison and the necessary arrangements with the relevant road authorities in respect of the finalisation and approval of the works programme.

Sufficient photos of existing structures, walls, and areas that have to be crossed must be taken by the Contractor and handed over to the Engineer before such operations commence. No payment will be made in this regard and it shall be deemed to be covered in the Preliminary and General items.

Local labourers must do the trench preparation, bedding, handling, laying and backfilling of pipes and fittings. The contractor is responsible to liaise with the Labour Desk for labourers.

No separate payment shall be made for any arrangements with relative local authorities for closing off the current water supply or for the distribution of notices to the public.

The compilation of the construction programme and any amendments thereto during the course of construction shall be at the cost of the Contractor and shall not be measured elsewhere in this contract. The contract has to be completed within the time specified in the "Contract Data" of this document, excluding the builder and public holidays.

PS 7 SITE FACILITIES AVAILABLE

PS 7.1 SOURCES OF WATER SUPPLY, POWER SUPPLY, SANITATION, AND COMMUNICATION

Water for construction purposes will be for the account of the contractor at the ruling tariff and will be supplied at a suitable point, from where the contractor will be responsible to convey the water to the point of usage. Water for human consumption will from the existing network at the ruling tariff. Electrical power is available from the existing reticulation at ruling tariffs. The Contractor shall make his own arrangement for any water or power he may require. Any extension of time due to delays resulting from these facilities will not be granted.

The Contractor must supply and maintain at his own cost a sufficient number of portable chemical toilets, one of which must be situated at the campsite and the rest in the area of the site.

No waste or sludge must be left uncovered until it is removed. The contractor must operate an efficient solid waste removal system to the satisfaction of the engineer for the duration of the contract.

The Contractor must make his own arrangement for communication and a telephone service.

PS 7.2 LOCATION OF CAMP AND DEPOT

A site for the Contractor's camp and depot will be pointed out during the site inspection. No trees may be removed and the Contractor must provide his own firewood.

PS 7.3 HOUSING FOR CONTRACTOR'S EMPLOYEES

No housing is available for the Contractor's employees, and the Contractor shall make his own arrangements for housing his employees or transporting them to and from the site. The Contractor is in all respects responsible for the housing and transporting of his employees, and for the arrangement thereof, and no extension of time due to any delays resulting from this, will be granted.

PS 8 SITE FACILITIES REQUIRED

No housing is required for the Engineer. Other facilities such as an office, telephone, name board, survey equipment, etc. required for the Engineer, are described under the relevant sections.

PS 9 FEATURES REQUIRING SPECIAL ATTENTION

PS 9.1 CONTROL OF WATER

The Contractor is in all respects responsible for the handling of storm water from higher-laying areas, adjacent to the works for the handling of possible sub-surface water and for the handling of spoiled water when disconnecting existing connections or valves. No separate payment shall be made for this, as all costs related thereto shall be deemed to be included elsewhere in the tendered rates.

PS 9.2 "AS BUILT" DRAWINGS

As the work progresses, the Contractor shall keep full records of all amendments to and deviations from the drawings as issued to the Contractor at the start of the contract. The true positions, invert levels and ground levels of all services shall be indicated on the drawings, for which purpose the Contractor shall receive a separate complete set of drawings from the Engineer, at no cost.

The completion certificate shall only be issued after the Engineer has received a properly completed set of "**AS-BUILT**" drawings from the Contractor. No separate payment shall be made for this service, as all costs related thereto shall be deemed to be included in the related items.

PS 9.3 FINISHING AND TIDYING

Progressive and systematic finishing and tidying will form an essential part of this contract. Under no circumstances shall spoil, rubble, materials, equipment or unfinished operations be allowed to accumulate unnecessarily and in the event of this occurring the Engineer shall have the right to withhold payment for as long as necessary in respect of the relevant works in the area(s) concerned.

PS 9.4 SURVEY BEACONS

No setting out of the pipeline route was done. All proposed pipelines shall be parallel (at least 2,5 m away) to the existing yard boundaries. No separate payment shall be made for this, as all costs related thereto shall be deemed to be included elsewhere in the tendered rates.

PS 9.5 CONSTRUCTION MODUS OPERANDI

Labour-based or labour-intensive construction may be defined as the economically efficient employment of as much labour as is technically feasible to produce as high a standard of construction as demanded by the specification and allowed by the funding available. In other words, projects based on labour-intensive principles aim at devoting the highest feasible proportion of projects costs to unskilled, semi-skilled and skilled labour without jeopardising the technical quality of the product demanded by the specification.

The following regulations must be adhered to so as to ensure that the construction methods used are labour intensive.

- i) The remuneration to local labour for hourly-rated employees and/or daily-based work shall be in accordance with the terms and conditions of Proclamation R1841 of Government Gazette 16833 dated 24 November 1995 or its latest amendment.
- ii) The name, identification number, task performed, and hours worked per day for each labourer shall be recorded by the Contractor. These records shall be submitted to the secretary of the Project Steering Committee on the second working day of each week following the recounted week.

The employment of local labour must be at least 30%, if at all possible, of the total contract amount. The 30% must be divided as follows:

Percentage of labour	Description
50%	Women
15%	Youth (Above school, but under 36)
1.5%	Disabled persons

PS 9.6 LOCALLY BASED SUB-CONTRACTORS

Tenderers are encouraged to utilise the services of locally based sub-contractors.

PS 10 TRAINING

PS 10.1 General

A suitably capable Training consultant is to be employed on this project.

Their duty is to identify suitable persons and train them for the following:

- i) Employee Training – community based labour

- ii) Employer Training – community based contractors
- iii) Committee Training – maintenance and operation of the Works (this however falls outside the scope of this Contract)

This project is a project using community-based labour and community based contractors as far as possible.

The Contractor using the necessary plant and labour as he sees fit shall carry out conventional construction. However, the Contractor may only bring in key staff from outside the area that has the necessary skills not available among the local community. Other than key staff, all other labour must be employed from the local communities. As a guideline, key staff would include general foreman, foreman, site managers, buyers, quantity surveyors, etc.

The Training Consultant will provide the necessary training so that the local labourers will have the necessary skills to carry out this work. In this respect, the contractor and the Training Consultant will have to work closely together to identify what skills are required, how many labourers in each trade are required and when this labour will be required, so that the necessary training can be given timeously.

Typical training that is envisaged at this stage includes shuttering, concrete work, reinforcing, team leaders, etc.

The other part of the Contract is work that will be carried out by community-based contractors.

The Training Consultant will identify persons, with the assistance of the Project Steering Committee, and train these persons to establish small community based contracting firms, who will employ local labour. These firms will tender to carry out this work and successful Tenderers will be appointed by the Contractor as nominated sub contractors to execute this work.

Typical training that will be given by the Training Consultant is:

i) Community based contractors

- Preparation phase – using a calculator, numeracy, using a scale ruler, reading a building plan, handling administrative tasks in the building industry.
- Estimating and tendering – marketing the services of a company, seeking, selecting, collecting and studying tender documents, investigating and assessing a site, developing a bill of quantities from building plants, calculating the cost of a project, finalizing tender prices, completing and submitting a tender.
- Project planning – introducing to planning techniques, pre-tender planning, planning contract activities, contract planning, executing a contract programme.
- Executing the project – managing the finances of the company, managing materials, administering record systems, managing manpower, completion and handover.

ii) Community based labour

Local labour will be taught the following skills:

- Excavation if possible, bedding, selected backfill and backfill
- Pipe laying, valves and fittings
- Valve boxes, manholes, anchor blocks etc.

Again the Contractor and Training Consultant will have to work closely together to identify what their requirements are and when this labour is needed.

Community based labour training will take place on site before actual production starts. No allowance needs to be made for wages, food or travelling during training.

Training of community-based contractors will take place at a central point. The Provincial Sum allowed in the Schedule of Quantities, makes allowance for travelling and meals for the training of community based contractors.

PS 10.2 Construction and Materials Management

This section applies only to work to be carried out by community-based contractors.

The contractor shall provide construction and material management to the community-based contractors. In this respect, each party has the following responsibilities.

i) Community Based Contractors

- To tender on the labour-based sub contract work and enter into a contract with the Contractor.
- To carry out the work according to specification and on time using community based labour.
- To liaise and co-operate with the contractor regarding specifications, programme, progress, delivery of material, quality of work etc.
- To provide wheelbarrows, hand tools, clothing, safety equipment, etc. to enable his labourers to carry out the work. All material (pipes, fittings, valves, etc.) to be provided by the Contractor.
- To receive material required for the task, store it and provide the necessary security until the material is built into the works.
- To provide the necessary transport for this labour force.
- To carry out a task in its entirety until final approval and acceptance. In other words there will be no split responsibility. For example a community based contractor will excavate, provide the bedding, selected backfill, backfill, lay pipes, valves and fittings, build valve boxes, manholes, anchor blocks etc. and test the pipes in conjunction with the Contractor.
- To pay his labourers. VAT etc. and finalize the final account.

ii) Contractor

- In conjunction with the Training Consultant, establish the needs, training and programming of the work.
- To assist the Training Consultant in drawing up the agreements of association between the Contractor and the community based contractors where applicable.
- To enter into nominated sub contracts with the community based contractors.

- To provide the necessary skills transfer and construction management for the community based contractors to successfully complete this work. This includes setting out of the work, quality control over the work, programming of the work, progress, testing and acceptance thereof.
- To provide the necessary materials to execute the work. This includes purchasing the required materials, transporting them to the camp site, storage at the campsite, transporting of materials as required from camp site to the sites of the various community based contractors, handling over of the materials.
- To pay the community based contractors as the work progresses and the Contractor must make allowance in his Tender for this. Retention monies will be as for this Contract. No sureties will be required from the community-based contractors.
- To measure the work and finalize the final account.
- Complete copies of the emerging contractor's contracts to be given to the Engineer for endorsement prior to the contract being signed.

Candidate selection would be according to the requirements for a particular discipline. A Certificate of Achievement should be awarded to a student who has attained a prescribed level of competency.

A provisional amount for training has been recorded in both sections under the Item "Training", in the Preliminary and General portions in the Schedule of Quantities.

PS 11 APPLICABLE STANDARDISED SPECIFICATIONS

Although not bound in nor issued with this document, the following standardised specifications shall form part of the contract and, notwithstanding the provisions of sub clause 2.2 of SABS 1200 A, the editions specified below shall apply:

SABS 1200 A	-	1986	General
SABS 1200 AB	-	1986	Engineers Office
SABS 1200 C	-	1986	Site Clearance
SABS 1200 D	-	1988	Earthworks
SABS 1200 DA	-	1988	Earthworks (Small Works)
SABS 1200 DB	-	1989	Earthworks (Pipe Trenches)
SABS 1200 G	-	1982	Concrete (Structural)
SABS 1200 GA	-	1982	Concrete (Small Works)
SABS 1200 HA	-	1990	Structural Steelwork (Sundry Items)
SABS 1200 L	-	1983	Medium Pressure Pipelines
SABS 1200 LB	-	1983	Bedding (Pipes)

The newest additions of above specifications up to and including the month of this tender will prevail.

PROJECT SPECIFICATION

PORTION 2 : VARIATIONS AND ADDITIONS TO STANDARDISED SPECIFICATIONS

SABS 1200 A : GENERAL

A 3 MATERIALS

PS A 3.1 QUALITY

Substitute the second sentence of the first paragraph of A 3.1 with the following:

Materials shall bear the official mark of the appropriate standard.

Substitute the second paragraph with the following:

The Contractor is responsible for the cost of all testing to ascertain that the materials do comply with the relevant minimum requirements and all such costs shall be deemed to be included in the tendered rates. The cost of control tests done by the Engineer and of which the results do not comply with the minimum requirements shall be for the Contractor's account.

The Contractor shall inform the Engineer of any control testing to be done at least 48 hours before such tests are required and must allow in his program for the time necessary for the tests and the processing of the results thereof.

The handling, storage, transport, and erection of equipment, machinery, and materials shall be strictly in accordance with the requirements of the supplier and/or manufacturer.

All materials shall be new and of the best quality available unless otherwise specified. They must function satisfactorily under prevailing climate and weather conditions at the place of installations.

A 4 PLANT

PS A 4.2 Contractor's Offices, Stores and Resources

Add the following to A 4.2:

No housing is available for the contractor's employees and the contractor must make his own arrangements for accommodation and transport of his employees.

PS A 4.3 Hand Tools

The contractor shall provide and maintain all hand tools required for the execution of the Works.

A 5 CONSTRUCTION

A 5.1 SURVEY

PS A 5.1.1 Setting Out Of The Works

Substitute the first sentence in A 5.1.1 with the following:

Setting out of the works is the sole responsibility of the Contractor and shall be done from the layouts given to him. The proposed network pipes must be placed 2,0m away from the erf boundaries in the road reserve. Any discrepancy shall immediately be reported in writing to the Engineer. Any costs or subsequent costs arising from discrepancies, which had not been reported to the Engineer, shall be the sole responsibility of the Contractor. *The exact position of the network pipes shall be determined on site in conjunction with the Engineer and must be approved before construction of the specific section starts.*

The Engineer may alter any part of the works to suit local conditions. The Contractor must therefore contact the Engineer immediately after the preliminary setting out of any part of the works before starting with detail setting out, or construction. Only after the Engineer has approved a specific site or part of the works, may the detail setting out and construction commence.

PS A 5.2 WATCHING, BARRICADING, LIGHTING AND TRAFFIC CROSSINGS

Add the following to A 5.2:

The crossing of existing tar and dirt roads must be done in half widths, while the total traffic is accommodated on the other lane.

Road traffic signs shall comply with the requirements of the "South African Road Traffic Signs Manual" and shall be approved by the Engineer before construction commences.

A 7 TESTING

PS A 7.4 STATISTICAL ANALYSIS OF CONTROL TESTS

Substitute A 7.4 with the following:

Test results shall not be evaluated by statistical methods. All results shall comply with the specified minimum requirements of the materials concerned.

A 8 MEASUREMENT AND PAYMENT

A 8.2 PAYMENT

PS A 8.2.1 Fixed-Charge and Value-Related Items

The tendered amounts for fixed-charge and value-related items will not be increased, if extension of time for the completion of the works is awarded.

PS A 8.2.2 Time-Related Items

The tendered amount for a time-related item will be increased; if an extension of time for the completion of the works is awarded on the condition that the activity related to the item tendered for must be sustained during the extended period.

The ratio between the increased amount for a time-related item and the tendered amount must be the same as the ratio between the extension of the time period for the completion of the works and the original time period allowed for completion of the works.

If the works is completed before the end of the original time period allowed for completion of the works, the tendered amount of a time related item that is influenced by the earlier completion would be reduced similarly.

A 8.3 SCHEDULED FIXED-CHARGE AND VALUE-RELATED ITEMS

PS A 8.3.3 Other Fixed-Charge Obligations

This item as listed under Schedule A of the bill of quantities is as specified in the standardised specification SABS 1200 A.

A 8.4 SCHEDULED TIME RELATED ITEMS

PS A 8.4.5 Testing

Unit : Sum

The cost of all sampling and testing executed by the Contractor or approved laboratory must be included in the amount for other time related items and no separate payment shall be made for this. This condition also relates to the placing, curing and testing of concrete cubes.

A 8.5 SUMS STATED PROVISIONALLY BY ENGINEER

PS A 8.5(a) 1 Community Liaison Officer

Unit : Sum

The Contractor must pay a salary to a person appointed as the Community Liaison Officer for the project. The amount of payment and payment dates will be determined as soon as the Community Liaison Officer is appointed.

PS A 8.5(a) 2 Overheads, charges and profit on (1) above

Unit : %

Handling cost and profit in respect of sub-item 8.5(a)1. A percentage of the payment made to the Community Liaison Officer will be paid to the contractor. The rate shall cover the

Contractor's overheads, charges, and profit on payments for the Community Liaison Officer. No payment will be made under this item before payment to the Community Liaison Officer.

PS A 8.5(b) 1 Training

Unit : Sum

Provisional sum for training services supplied by the Training Company. The name and contact details of the Training Company, to be appointed by the Contractor, will be supplied to the Contractor by the Employer or Engineer.

PS A 8.5(b) 2 Overheads, changes and profit on (1) above

Unit : %

Handling cost and profit in respect of sub-item 8.5(b)1. A percentage of the payment made to the Training Company will be paid to the Contractor. The rate shall cover the Contractor's overheads, charges, and profit on payments for the Training Company. No payment will be made under this item before any payment is made to the Training Company.

PS A 8.5(c) 1 Occupational, Health and Safety Act

Unit : Prov. Sum

Provisional sum for the supply of all safety equipment, safety clothing, first aid kit, etc. in order to adhere to the Occupational, Health and Safety Act specifications. The Contractor must familiarise himself with the conditions as per Occupational, Health and Safety Act and adhere thereto. The rate shall cover the contractor's overheads, charges, and profit on payments for the Service Provider.

PS A 8.5(c) 2 Overheads, changes and profit on (1) above

Unit : %

Handling cost in respect of sub-item 8.5(c)1. A percentage of the payment made to the Service Provider will be paid to the Contractor. The rate shall cover the contractor's overheads, charges, and profit on payments for the Service Provider.

PS A 8.5(d) 1 Equipping of Boreholes

Unit : Sum

Pro Pumps or similar approved will supply and install borehole equipment as required. The rate shall cover the contractor's overheads, charges, and profit on payments for the Service Supplier. The nominated sub-contractor will be paid by cession. The ordering of the materials will be done by the Engineer in order to ensure the ordering and correct delivery to site.

PS A 8.5(d) 2 Overheads, charges and profit on (1) above

Unit : %

Handling cost and profit in respect of sub-item 8.5(d)1. A percentage to a maximum of 7.5% of the payment made to Pro Pumps or similar approved will be paid to the Contractor. The rate shall cover the Contractor's overheads, charges, and profit on payments for the nominated sub-contractor.

PS A 8.5(e) 1 Power Lines**Unit : Sum**

Escom or similar approved will supply and erect the power lines as required. The rate shall cover the contractor's overheads, charges, and profit on payments for the Service Supplier. The nominated sub-contractor will be paid by cession. The ordering of the materials will be done by the Engineer in order to ensure the ordering and correct delivery to site.

PS A 8.5(e) 2 Overheads, charges and profit on (1) above**Unit : %**

Handling cost and profit in respect of sub-item 8.5(e)1. A percentage to a maximum of 7.5% of the payment made to Escom or similar approved will be paid to the Contractor. The rate shall cover the Contractor's overheads, charges, and profit on payments for the nominated sub-contractor.

PS A 8.7 DAYWORK

Replace A 8.7 with the following:

Daywork will be paid according to the percentage allowance method. For calculating the total remuneration the General Conditions of Contract for Construction Works, First Edition, 2004 shall apply, with the amendments as in the appropriate special conditions of contract, which is bound into this document. A daywork schedule will be provided for filling in the necessary information.

A 8.8 TEMPORARY WORKS**PS A 8.8.2 Accommodation Of Traffic****Unit : Sum**

Add the following to A 8.8.2:

The rate shall cover all costs pertaining to the provision, erection, moving, re-erection and maintenance of all temporary barricades, road signs, lights, flagmen, etc. as required, for the guarding and protection of the works, for the construction, gravelling and maintenance of access roads and detours to the site of the works, borrow pits or spoil sites, as well as for the later removal or the cleaning and tidying up thereof.

PROJECT SPECIFICATION

PORTION 2 : VARIATIONS AND ADDITIONS TO STANDARDISED SPECIFICATIONS

SABS 1200 AB : ENGINEER'S OFFICE

AB 3 MATERIALS

PS AB 3.1 NAME BOARDS

Substitute "South African Institution of Civil Engineers" in the first paragraph of AB 3.1 with "South African Association of Consulting Engineers".

PS AB 3.2 OFFICE BUILDING

Replace AB 3.2 with the following:

Prior to commencing with work, the contractor shall provide and furnish for the use of the engineer's representative and his staff one office (3.0 x 4.5m Wendy House Type with veranda) in an approved position. The Engineer will indicate the position. All plans shall be submitted to the engineer for approval, before the commencement of erection.

The office with a minimum floor area of 13.50m² (the smaller dimension at least 3.0m) with a ceiling height of minimum 2.1m, shall also have one toilet apart from the office building for the exclusive use of the engineer's representative.

The office shall be provided with lined walls and boarded ceilings and floor and suitable door with secure locks. The office shall be ventilated, weather proof and waterproof and shall have windows with an area to at least 20% of the floor area. The office shall be insulated to provide comfortable working conditions.

Internal furnishings shall include:

- One desk (1,5m long x 1,0m wide x 0,9m high) with lockable drawers with keys
- One drawing table
- Eight desk chairs
- One table (2,0m long x 1,0m wide x 0,9m high) with smooth top.

AB 4 PLANT

PS AB 4.1 TELEPHONE AND FAX

Replace AB 4.1 with the following:

The Contractor shall supply the Engineer with a cellular telephone service for the exclusive use of the Engineer and Engineers Representative for official purposes for the duration of the contract.

AB 5 CONSTRUCTION

PS AB 5.1 NAME BOARDS

Add the following to AB 5.1:

The name boards shall be erected within a month of the commencement date of the contract and shall be placed at the position indicated by the Engineer. Any damage to these boards shall be repaired within seven days of a written instruction issued by the Engineer. No payment shall be made in terms of the contract prior to the erection of the name boards.

The Contractor will be permitted to erect a maximum of two of his own name boards, in positions approved by the Engineer. The Engineer reserves the right to order the removal of these boards if they are not kept in good repair.

PS AB 5.5 SURVEY ASSISTANTS

Substitute "two or more suitably educated survey labourers" in the first sentence of PS 5.5 with "two semi-skilled labourers."

PS AB 5.6 SURVEY EQUIPMENT

The Contractor shall provide the following tested and approved survey equipment on site for the duration of the contract and for the use of the Engineer whenever needed:

- a) one tachometer capable of reading to minimum 20 seconds and maximum 6 seconds of arc, plus tripod;
- b) one automatic level plus tripod;
- c) two tachometer staffs and one level staff, all graduated metrically;
- d) one 5m and one 100 m tape measure; and
- e) diverse surveyors necessities like paint, pegs, etc.

The above-mentioned equipment may by arrangement be shared between the Contractor and the Engineer's representative.

The Contractor shall keep the equipment continuously insured against any loss, damage, or breakage, and he shall indemnify the Engineer and the Employer against any claims in this regard.

The Contractor shall maintain the equipment in good working order and keep it clean throughout the contract period.

AB 8 MEASUREMENT AND PAYMENT

AB 8.2 PAYMENT

PS AB 8.2.2(a) Office buildings

Unit : Sum

The rate shall cover all time-related costs pertaining to the office building as prescribed in PS AB 3.2.

PS AB 8.2.2(b) Telephone and fax

Unit : Sum

The rate shall cover all time-related costs pertaining to the telephone and fax as prescribed in PS AB 4.1.

PS AB 8.2.2(c) Name boards (2 off)

Unit : Sum

The rate shall cover all time-related costs pertaining to the name board/s as prescribed in PS AB 5.1.

PS AB 8.2.2(d) Survey assistance and equipment

Unit : Sum

The rate shall cover all time-related costs pertaining to the survey assistants and equipment as prescribed in PS AB 5.6.

PROJECT SPECIFICATION

PORTION 2 : VARIATIONS AND ADDITIONS TO STANDARDISED SPECIFICATIONS

SABS 1200 C : SITE CLEARANCE

C 3 MATERIAL

PS C 3.1 DISPOSAL OF MATERIAL

Substitute the first sentence of C 3.1 with the following:

Material obtained from clearing and grubbing shall be disposed of at the site indicated at the site inspection. If such a site is indicated at tender stage, the cost of transporting material and debris will be included under 8.2.1.

Loading and off-loading should be done by hand and the contractor must price accordingly under item 8.2.1.

C 5 CONSTRUCTION

PS C 5.1 AREAS TO BE CLEARED AND GRUBBED

Substitute the first sentence of C 5.1 with the following:

Unless otherwise indicated by the Engineer, clearing and grubbing are limited to a 2,5m wide strip along the pipe route. Measurement and payment for clearing and grubbing shall only occur for areas as required in writing by the Engineer.

The Contractor may proceed with clearing and grubbing after the handing over of the site.

C 5.2 CUTTING OF TREES

C 5.2.3 Preservation Of Trees

PS C 5.2.3.2 Individual trees

Add the following to C 5.2.3.2:

Trees outside pipeline routes must be left standing and undamaged, except where otherwise ordered in writing by the Engineer.

A penalty of **R15 000,00** per tree for trees damaged and/or removed will be charged.

PS C 5.9 EXISTING FENCING

The fencing parallel to the pipeline routes must only be removed and re-erected at the positions as indicated and approved by the Engineer and repaired where it was damaged. When the pipeline routes cross fencing or gates temporary wire gates must be provided that must be kept closed. After completion of the work these fences or gates must be repaired to the same condition as before commencement of the work.

C 8 MEASUREMENT AND PAYMENT

C 8.2 SCHEDULED ITEMS

PS C 8.2.1 m

Clear and grub (2.5m strip)Unit :

The removal of all rocks and boulders on site over 0,15 m³ will be paid under sub clause D 8.3.2(b). The removal of hard rock other than boulders will be paid under sub clause PS DB 8.3.2(b).

PROJECT SPECIFICATION

PORTION 2 : VARIATIONS AND ADDITIONS TO STANDARDISED SPECIFICATIONS

SABS 1200 D : EARTHWORKS

D 3 MATERIALS

D 3.3 SELECTION

PS D 3.3.1 General

Substitute the second paragraph of D 3.3.1 with the following:

The Contractor shall deal selectively with material from general excavation. Any imported material in road reserves that do not comply with the minimum requirements for the respective layers, shall be removed, and replaced with suitable material, all at the Contractor's expense.

The Contractor shall deal in such a way with materials from all excavations for pipe trenches to ensure that usable material is not contaminated with unsuitable material. If usable material is contaminated, such contaminated material shall be removed and replaced with suitable material, all at the Contractor's expense. No additional payment shall be made in respect of this and all relevant costs shall be deemed to be included in the tendered rates.

All unsuitable material shall be removed prior to importing fill material in such areas.

D 5 CONSTRUCTION

D 5.1 PRECAUTIONS

PS D 5.1.2.1 Barricades and Lighting

The Contractor's attention is drawn to the fact that pipelines must be constructed under access roads. The Contractor must arrange his work in order to assure free flow of traffic. No additional

payment for any discomfort, extra costs, or delaying as a result of the provision of this facility will be made except for the items as allowed under PS A 8.8.2.

PS D 5.1.2.2 Detection, location and exposure

Add the following to D 5.1.2.2:

If existing services are not shown on the drawings, but the existence thereof can be reasonably expected, the Contractor shall, in conjunction with all relevant authorities, determine the exact depth and location of such services before the commencement of construction. After locating the exact position of services, whether indicated on the drawings or not, such services shall be deemed to be known services and the Contractor shall be liable for all costs and subsequent costs arising from the damage thereof as a result of the Contractor's activities. These services must also be indicated on the "As Built" drawings.

A minimum of three trial cross trenches per street block must be excavated by hand perpendicular to the pipeline route to establish the position of existing services and the final portion of the network pipeline.

All services must be located and opened for inspection by the Engineer before commencing trench excavation. Any costs or losses suffered by the Contractor as a result of not abiding by this specification will be for the Contractor's account.

PS D 5.1.4.1 Dust nuisance

Add the following to D 5.1.4.1:

The Contractor is responsible for dust control and is liable for all claims that may result from dust nuisance on all parts of the site and at all times from the date of handing over of the site to the completion date of the contract. No payment regarding the above-mentioned will be made and all costs shall be deemed to be covered by the tendered rates.

PS D 5.1.6 Road Traffic Control

Add the following to D 5.1.6:

- a) Sufficient road signs must be erected in such a way that motorists will be warned in time of works, eg. at the closing of a street sufficient signs to direct traffic must be erected at the preceding intersection.
- b) Bypasses and/or road signs shall be provided and/or erected at all locations where the free flow of traffic is obstructed and shall be approved by the Engineer before the commencement of construction. Where main roads are crossed, detours and temporary traffic signs must be provided as shown on the attached drawings.
- c) Where a trench crosses a street or any place where a trench crosses the direction of traffic flow, drums must be placed in the street and not just along the sides of the street with danger tape in between.
- d) Danger tape must be put up between drums and tied around the drums.
- e) Drums may not be filled with stones. The spacing of drums must be in such a way (maximum 5 m) that they are visible from all directions.
- f) Sufficient safety measures must be utilised for pedestrians.
- g) Vehicular and pedestrian access must be maintained to all stands, businesses, etc at all times.

D 5.2 METHODS AND PROCEDURES

D 5.2.2 EXCAVATION

PS D 5.2.2.2 Borrow Pits

The contractor must construct and maintain at his own cost the necessary access roads and borrow pits. The position of borrow pits must be approved by the Engineer before opening up the borrow pits.

PS D 5.2.2.3 Disposal

Substitute the second sentence of D 5.2.2.3 with the following:

All surplus and unsuitable material shall be dumped and neatly finished off in the area pointed out for this during the site inspection.

PS D 5.2.3.2(b) Backfilling

Add the following to D 5.2.3.2 (b):

The backfilling of excavations along the perimeter of valve chambers, etc to provide workspace for vertical shuttering must be placed in $\pm 200\text{mm}$ layers and compacted to 90% Mod. AASHTO with material from the excavation or with material from approved borrow pits. This backfilling is not measured separately but is included in the tariff for the chambers.

D 8 MEASUREMENT AND PAYMENT

D 8.3 SCHEDULED ITEMS

D 8.3.3 Restricted Excavation

The excavation of the valve chamber, stand posts, etc. is not measured separately and is included in the tariffs of the chambers.

PROJECT SPECIFICATION

PORTION 2 : VARIATIONS AND ADDITIONS TO STANDARDISED SPECIFICATIONS

SABS 1200 DB : EARTHWORKS (PIPE TRENCHES)

DB 3 MATERIALS

DB 3.1 CLASSIFICATION FOR EXCAVATION PURPOSES

PS DB 3.1.1 Method of Classifying

Substitute DB 3.1.1 and DB 3.1.2(a), (b) and (c) with the following:

The Engineer shall classify excavated materials as Soft Class and Rock will be measured individually as extra-over items.

TABLE 1 : CLASSIFICATION OF MATERIALS

CLASSIFICATION	DESCRIPTION
Soft	All material other than rock
Rock	Material which cannot be economically fragmented and loosened for removal by hand implements and pneumatic tools, except by drilling and blasting or the use of rock breaking equipment.

In the first instance, the classification shall be based on the descriptions given in Table 1. In the event of disagreement between the Contractor and the Engineer, the Engineer shall reclassify the material in accordance with relevant specifications and without being unreasonable to the Contractor. The decision of the Engineer on the classification shall then, subject to the provisions of the Contract, be final and binding.

The Contractor shall notify the Engineer of the presence of what he considers to be rock immediately upon discovery thereof. The Engineer will inspect the material and decide whether or not it warrants the use of pneumatic tools or rock breaking equipment. In the case of isolated boulders set in a soil matrix, the Engineer may order the Contractor to either widen the excavation or roll the boulders sideways or lift the boulders out from the trenches.

In the event that the Engineer decides that the use of pneumatic tools, rock breaking equipment, or blasting is necessary, he will classify the material accordingly and arrange for the quantity thereof to be measured. The Construction Manager will supply necessary pneumatic equipment and arrange for others to break up rock into manageable pieces.

PS DB 3.5 BACKFILL MATERIALS

- a) Substitute "from trenches" in DB 3.5(a) with "from trenches and street excavations".

Add the following to DB 3.5(b):

- c) Road crossings, access to services, farms and camps and any section that fall within the road reserve shall be classified as areas subject to loads from road traffic and must be compacted accordingly to the top of the trench (natural ground level).

PS DB 3.7 SELECTION OF MATERIAL FOR REPAIR WORK

If the excavation of a pipeline damages an existing road surface, the Contractor must stockpile material from the top 200mm of such a road surface in order to reuse it as sub base for the repairing of the road crossing.

If necessary gravel material that is suitable for the reparation of road surfaces must be imported.

The Contractor must make provision in his tariffs for compaction in road reserves for the selection of excavated material as specified above.

DB 4 PLANT

PS DB 4.1 EXCAVATION EQUIPMENT

Add the following to DB 4.1:

An adequate number of suitable tools, including hand stampers, wheelbarrows and hosepipes shall be provided by the Contractor. The Contractor will supply mechanical compaction equipment and when required pneumatic and rock breaking equipment.

All excavations exceeding the specified widths shall be backfilled with approved selected material. No payment shall be made for this and all relevant costs shall be deemed to be included in the tendered rates.

DB 5 CONSTRUCTION

DB 5.1 PRECAUTIONS

PS DB 5.1.1.1 Water in Trenches

Water in pipe trenches may cause movement of the pipes as a result of flotation and backfilling must therefore be executed as quickly as possible. If movement of the pipes does occur the contractor must, unless otherwise instructed by the Engineer, remove the pipes from the trench and reinstall it at his own expense.

PS DB 5.4 EXCAVATION

Add the following to DB 5.4 :

“Excavation and backfilling of pipe trenches on sidewalks in the residential area shall be done in such a manner as to ensure the least possible disruption to the public and access to the properties. No additional payment shall be made for this and all relevant costs shall be deemed to be included in the tendered rates.

PS DB 5.5 TRENCH BOTTOM

Substitute "90 %" in the second paragraph of DB 5.5 with "93 % ".

PS DB 5.5.1 Over Excavation of Trenches

Where pipe trenches are excavated deeper than specified or shown on the drawings, these excavations must be backfilled with suitable approved selected material in layers of not more than 150mm uncompacted thickness and must be compacted to the thickness of the adjoining in-situ material or as prescribed by the Engineer.

DB 5.6 BACKFILLING

PS DB 5.6.1 General

Backfilling in road reserves must be compacted in 100mm layers up to natural ground level.

Where prescribed by the Engineer all surplus material must be neatly piled over the real trench width to a height not more than 150mm higher than the adjoining level.

PS DB 5.6.3 Disposal of Soft Excavation Material

Add the following to DB 5.6.3:

All surplus and unsuitable material as described in DB 5.6.3 shall be disposed of at the spoil site, (as described in PS D 5.2.2.3) and levelled.

DB 5.7 COMPACTION

PS DB 5.7.2 Areas Subject To Traffic Loads

Add the following to DB 5.7.2:

All pipe trenches within road crossings, accesses to services, farms and camps that fall within the road reserve, will be regarded as areas subject to traffic loads. Backfilling of trenches that are subject to traffic loads will be executed in layers of 100mm as follows:

Item	% mod AASHTO	Final Layer Thickness
Approved Backfill	93%	150mm
Main Backfill up to road layers	96%	150mm
Sub-base	97%	150mm
Base	98%	150mm

DB 5.9 REINSTATEMENT OF SURFACE

PS DB 5.9.2 Private Property and Commonage

Add the following to DB 5.9.2:

Gardens and lawns shall be repaired to the original standard where they were crossed. Grass and plants shall be taken out of the ground, temporarily stocked, watered during construction, and replanted after backfilling.

DB 8 MEASUREMENT AND PAYMENT

DB 8.2 COMPUTATION OF QUANTITIES

PS DB 8.2.4 Shoring

Add the following to DB 8.2.4:

Shoring will only be measured and paid for, if the Engineer gives written approval before it is installed.

DB 8.3 SCHEDULED ITEMS

PS DB 8.3.2 Excavation

PS DB 8.3.2(a) Excavate in all materials for trenches on sidewalks, backfill, compact & dispose of surplus material within 0.5km for 160mm diameter & smaller PVC pipes and trench widths of 700mm (min) and trench depths of: Unit : m

Add the following to D 8.3.2(a):

The depth of excavation in street reserves shall be measured from the final finished level.

In cases where services lie parallel to steep slopes, the depth of the excavation will be measured along the centre of the trench (on the route of the service).

**PS DB 8.3.2(b) Extra-over item (a) above for Unit :
m³**

Delete "Intermediate excavation".

**PS DB 8.3.2(c) Excavate Unsuitable Material From Trench Bottom Unit :
m³**

Delete "within free haul distance" and replace with "within 3 km from an excavation".

**PS DB 8.3.2(d) Excavate by hand and expose existing services Unit :
m³**

The rate shall cover all aspects of identifying, opening and closing of the existing service.

DB 8.3.3 Excavation Ancillaries

**PS DB 8.3.3.3 Compaction in Road Reserves Unit :
m³**

Add the following to DB 8.3.3.3:

This item is only applicable to the main fill above the bedding and fill blanket.

PS DB 8.3.4 Particular Items

(a) Shore trench

Unit : m

Add the following to DB 8.3.4(a):

The tariff for shoring must also make provision for the difference in the tariff for excavation.

Delete DB 8.3.4(b) and replace with the following:

(b) Control of Ground Water

Unit : m

The tendered rate for the effective control of ground water shall cover for all equipment, plant, material as well as the labour involved to use the well points, pumps and pipes, etc to control the ground water before and during excavation. The rate shall also cover the maintenance of the equipment for the total contract period. Payment for this item will only be made if the Contractor used well points and pumps to control ground water before or during excavation and measurement will be done on the length of pipe laid in trenches where ground water control had been applied.

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

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

SCOPE

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

- a) trenches having a depth of less than 1.5 metres
- b) stormwater drainage
- c) low-volume roads and sidewalks

PRECEDENCE

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

HAND EXCAVATEABLE MATERIAL

Hand excavateable material is material:

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

Note:

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

Table 1: Consistency of materials when profiled

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

Trench excavation

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

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

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

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

Excavation

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

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

DB 8.3.5 Existing Services That Intersect Or Adjoin A Pipe Trench

PS DB 8.3.5(a)
No

Services that intersect a trench Unit :

Add the following to DB 8.3.5(a):

Existing services with a depth of cover exceeding 300 mm, measured from the bottom of excavation to the top of the existing service shall not be measured and paid for. There will be distinguished between existing trunk services and existing erf connections.

The rate shall also allow for the following costs:

- i) Sufficient photo's have to be taken of existing services and handed over to the Engineer before they are being crossed, if there is a possibility of a difference in opinion over the condition of those services, especially on private property.
- ii) If such a service is damaged, it has to be repaired to its original condition or if possible, to a standard agreed to in writing with the relevant owner. This agreement has to be approved by the Engineer.
- iii) If such a service is removed, it has to be replaced as per original.

PS DB 8.3.5(b)
m

Services that adjoin a trench Unit : No or

Add the following to DB 8.3.5 (b):

The unit "number" will only be used for services such as poles and trees.

The cost for shoring shall be deemed as covered by the listed items and no additional payment will be made for this.

No payment will be made for overhead services that do not directly rest on the ground except where allowance is made for this in the bill of quantities.

Existing services that rest directly on the ground e.g. poles, trees, walls, and structures are handled in the same way as underground services, but the axle of the service will be determined as follows:

The vertical axle is defined as the nearest side or corner of the existing structure to the excavation, measured at the point where the structure and natural ground level intersect.

The horizontal axle will be at the point where the structure and the natural ground level intersect. In this instance, where the excavation falls above the 45° line but within 1,0 meter horizontally from the structure, the service will also be measured as adjoining.

If the structure, according to the abovementioned, does not qualify as an adjoining service but the foundation of the structure is such that if a 45° line drawn from the nearest bottom corner thereof cuts through the excavation, the structure will be measured as an adjoining service **if approved by the Engineer.**

If there is more than one service adjoining the same trench and such a service is on the same side of the trench, payment will only be made for the nearest service to the trench, or if they are the same distance from the trench for the top one. The maximum number of services that will be paid for, is therefore one on each side.

There will be distinguished between existing trunk services and existing erf connection.

PS DB 8.3.6.1
m²

Reinstate road surfaces complete with all coursesUnit :

Replace DB 8.3.6.1 with the following:

a) Gravel

Unit : m²

The area will be calculated from the length of finished road or paved surfaces as applicable and with the trench width taken as 0,8m. Payment for finishing will be additional to that for excavation covered by 8.3.2.

The rate shall cover the cost, selective excavation (including the equipment that is required to break up, remove and, if necessary, stockpile the original surface material), and subsequently of reinstating and compaction and shall include the cost of delays and the cost of any risk of having to repair damage as specified in DB 5.10. Compaction to be according to PS DB 5.7.2.

PROJECT SPECIFICATIONS

PORTION 2 : VARIATIONS AND ADDITIONS TO STANDARDISED SPECIFICATIONS

SABS 1200 G: CONCRETE (STRUCTURAL)

G 3 MATERIALS

PS G 3.1 APPROVAL OF MATERIALS

Substitute “in good time” with “with in 14 days of site handover” in the first sentence.

G 3.2 CEMENT

PS G 3.2.1 Portland Cement and Slagment

Substitute G 3.2.1 with the following:

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

SABS ENV 197-1: Cement-composition, specifications and conformity criteria.

Part 1: Common cements.

Furthermore, where reference is made in this specification or the standard specifications to the different cement types, the following new names/types shall apply:

Old product nomenclature	Typical new product nomenclature	
	Cement type	Cement class strength
OPC	CEM I	32,5
	CEM I	32,5R
RHC	CEM I	42,5
	CEM I	42,5R
LASRC	No provision made	No provision made
PC15SL	CEM II/A-S	32,5
	CEM II/A-S	32,5R
	CEM II/A-S	42,5
PC15FA	CEM II/A-V	32,5
	CEM II/A-V	32,5R
	CEM II/A-W	32,5
	CEM II/A-W	32,5R
RH15FA	CEM II/A-V	42,5
	CEM II/A-V	42,5R
	CEM II/A-W	42,5
	CEM II/A-W	42,5R
PBFC	CEM III/A	32,5
	CEM III/A	32,5R
PFAC	CEM II/B-V	32,5
	CEM II/B-W	32,5
RH30SL	CEM II/B-S	32,5R
	CEM II/B-S	42,5
RH40SL	CEM III/A	32,5R
	CEM III/A	42,5

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

PS G 3.2.3 Storage of cement

Add the following to G 3.2.3:

Cement supplied in bags shall be arranged in such a way that it is used in the order in which is was delivered to site. The bags shall be closely stacked to a height not exceeding 12 bags. Bags shall not be stacked against the outside walls. The cement storage facility shall be weatherproof and provided with a damp proof floor, which shall be cover by a heavy duty plastic sheet. Brand and/or types shall be stored together and not mixed in a stack.

Cement shall not be kept in storage for longer than six weeks from the date of manufacture without the Engineer's permission. If the cement is older than six weeks it may be removed from site by order from the Engineer. Alternatively the Engineer can alter the mix design for use in concrete or the use thereof in concrete intended for less critical importance, as in blinding layers.

For the estimation of the storage facility it can be assumed that 20 bags of cement can be stored in one (1) cubic meter with a floor load of 25kN/m².

G 8 MEASUREMENT AND PAYMENT

PS G 8.1.1 Formwork

Add the following to G 8.1.1.6:

The unit rate shall also cover the cost of ties and patented ties as specified in Clause PS G 4.5.3.

PS G 8.1.2 Reinforcing

Substitute item 8.1.2.2(a) with:

Reinforcing will be paid for per ton for each type (soft, steel or high yield) and size.

Add to item 8.1.2.2(c) the following :

Payment for mesh reinforcing will be for area covered. The unit price must allow for wastage and overlap. Overlap to be at least 300mm.

PROJECT SPECIFICATIONS

PORTION 2 : VARIATIONS AND ADDITIONS TO STANDARDISED SPECIFICATIONS

SABS 1200 GA : CONCRETE (SMALL WORKS)

GA 3 MATERIAL

PS GA 3.2.1 Applicable Specifications

Add the following to G 3.2.1:

Portland cement that conforms to SABS 471.

PS GA 3.2.2 Storage Of Cement

Add the following to G 3.2.2:

Consignments of cement shall be used in the same sequence as that in which they are delivered to site. No cement shall be used which has been stored on site for a longer period than 6 (six) weeks. All cement so stored for a longer period than 6 (six) weeks, all cement damaged in any way, and all cement which does not comply with the specification, shall be removed immediately and permanently from the site.

GA 4 PLANT

PS GA 4.4 Formwork

PS GA 4.3.3 Ties

Add the following to G 4.4.3:

No ties will be allowed in vertical walls and permanent metal ties shall have a minimum concrete cover of 40 mm. Tie holes shall be filled with an approved non-shrink epoxy grout.

GA 5 CONSTRUCTION

GA 5.1 REINFORCEMENT

PS GA 5.1.3 Cover

Substitute G 5.1.3 with the following:

The cover of concrete over reinforcement, unless otherwise indicated on the drawings, shall be not less than 40 mm.

GA 5.2 FORMWORK

PS GA 5.2.1 Classification Of Finishes

Add the following to G 5.2.1:

The following surface conditions are required in the various portions of the finished concrete:

(a) Rough

Concealed surfaces and surfaces lower than 100 mm below finished ground level.

(b) Smooth

All surface finishes not classified as "rough" in paragraph (a) shall be classified as "smooth". All exposed edges unless otherwise indicated on the drawings, shall be chamfered 20 mm x 20 mm by means of triangular fillets fixed to the formwork.

GA 5.4 CONCRETE

GA 5.4.1 Quality

PS GA 5.4.1.2 Consistency

Add the following to sub clause G 5.5.1.2(a):

The slump of concrete used in water retaining structures may not be less than 30mm and not more than 60mm.

PS GA 5.4.1.5 Strength concrete

Add the following to G 5.5.1.7:

The grade of strength concrete and the maximum nominal size of coarse aggregate for each portion of the works, unless otherwise indicated on the drawings, shall be as follows:

(a)	Blinding layers and encasing of pipes	20 MPa/19 mm
(b)	Benching	20 MPa/19 mm
(c)	Screeds	20 MPa/10 mm
(d)	Reinforced concrete	30 MPa/19 mm

PS GA 5.4.1.7 Durability

Concrete shall be so proportioned to ensure that the water/cement ratio does not exceed 0,5 and, to ensure workability, water-reducing admixtures of approved manufacture shall be used in preference to increasing the cement content.

PS GA 5.4.8 Concrete Surfaces

Add the following to GA 5.4.8.1:

Concrete surfaces under screeds, granolithic finishes or benching shall be brought up to a plane, uniform surface with a suitable screed board.

PS GA 5.4.11 Construction Joints

The use of construction joints must be minimised and may only be placed as shown on the drawings or at positions as approved by the Engineer.

At all construction joints in walls a PVC water stop without a centre bulb must be placed as shown on the drawings.

Alternative materials with similar properties may be proposed but may only be installed after approval of the Engineer.

PS G 5.5.10.4 Wood-floated finish

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

PS G 5.5.10.5 Steel-floated finish

Where steel floating is specified or scheduled, the surface shall be treated as specified in PS G 5.5.10.4 except that, when the moisture film has disappeared and the concrete has hardened sufficiently to prevent laitance from being worked to the surface, the screed surface shall be steel-trowelled under firm pressure to produce a dense, smooth, uniform surface free from trowel marks.

PROJECT SPECIFICATION

PORTION 2 : VARIATIONS AND ADDITIONS TO STANDARDISED SPECIFICATIONS

SABS 1200 L : MEDIUM PRESSURE PIPELINES

L 3 MATERIAL

PS L 3.1 GENERAL

Replace the first sentence of L 3.1 with the following:

Geotextile and uPVC pipes, where relevant, will be used in the water pipelines.

PS L 3.9 CORROSION PROTECTION

PS L 3.9.2 Protection of Steel Pipes and Accessories

All the pipe items of steel with diameters from 100mm and more must, unless otherwise specified be provided of three coats of epoxy paint (KSIR 88 or similar) to provide a final film of 300 micron dried thickness. Application must be according to the suppliers' prescription and must be on the inside and outside. Steel pipe items with diameters smaller than 100mm must be protected using galvanising or epoxy paint.

PS L 3.10 VALVES

All valves must be painted according to an approved method with epoxy paint (KSIR 88 or similar), to provide a final film of 300 micron dried thickness, after manufacturing and testing. Complete technical information of all valves must be submitted to the Engineer for approval before purchase.

PS L 3.10.1 Gate Valves

All gate valves shall be of the AVK type, shall comply with the requirements of SABS 664 and shall be suitable for a minimum working pressure of 1,0 MPa (Class 10), or as indicated on the detail drawings. All gate valves must be supplied with a square spindle nut, suitable to be used with a valve key, or with a hand wheel as indicated on the detailed drawings. One valve key per nut size must be provided and will be included in the rate for valves.

Gate valves shall have socketed ends, unless shown differently on the drawings, and shall be right hand closing. The direction for opening and closing shall be permanently displayed on the valves. Valves shall have non-rising spindles.

Compression shut-off valves with rubber protected gate and smooth finish without recess inside, may be used.

The spindle seal shall consist of at least two O-rings located in a corrosion resistant housing. A wiper ring to prevent ingress of dirt shall be provided. The spindle nut may be loose or fixed in the gate.

The valves shall be provided with a straight, unobstructed body passage without any pocket and the gate shall be completely clear of the waterway in the fully open position. The sealing and gate guide areas shall be designed to eliminate deposits in the valve body. The gate guides shall be of substantial design to support the gate until the point of closure.

All components shall be interchangeable between valves of one size.

The rated working pressure shall be as detailed on the drawings. The valves are required to seal drop tight from zero to a test pressure of 1,1 times the rated working pressure under test and field conditions.

The valve shall be capable of being opened and closed under an unbalanced pressure equal to the rated working pressure.

All flanged gate valves shall be drilled according to SABS 1123. Pipes shall not be tested against a closed valve. Thrust blocks for test sections shall be approved by the Engineer prior to testing of pipes.

L 5 CONSTRUCTION

L 5.1 LAYING

PS L 5.1.1 General

Where connecting to the existing pipeline the position of the existing pipeline must be established by excavating test holes (hand excavation) before any trench excavation to the planned connection point is undertaken. The Contractor will not be compensated for excavation and any other work that is executed and proves to be unnecessary because this specification was not followed.

PS L 5.4 CONCRETE ENCASING

Replace the first sentence of L 5.4 with the following:

Concrete encasing with concrete with strength of 20 MPa/19mm, must be provided at positions indicated by the Engineer. Provision must be made to keep the pipe in position during the placement of the concrete encasing. The length of concrete encasing will be determined by means of site instructions from the Engineer.

PS L 5.4.1 Soilcrete Encasing

Add the following:

A mixture of Portland cement and gravel of base quality that is mixed in a ratio of 1:10 must be provided at positions indicated by the Engineer. Provision must be made to keep the pipe in position during the placement of the soilcrete encasing. The length of soilcrete encasing will be determined by means of a site instruction from the Engineer.

PS L 5.5 ANCHOR BLOCKS

Delete "15 Mpa/37,5mm" in the second sentence and replace with "20Mpa/19mm"

L 5.6 VALVE CHAMBERS

PS L 5.6.1 General

Substitute the first sentence of L 5.6.1 with the following:

The drawings of valve chambers, which are bound into the document, shall supersede the corresponding drawings in the standard specification.

PS L 5.10 CLEANING OF PIPE

Sub clauses (a), (b) and (c) must be adhered to.

PS L 5.11 PIPE MARKERS

Pipe markers shall be installed at 50m intervals on the pipeline route, at all the newly installed isolation and scour valves as indicated on the detailed drawings as well as at all positions where the pipeline route deviates from the horizontal.

PS L 5.12 VALVE CHAMBERS

Valve chambers, to the relevant specified sizes and specifications, shall be installed at all the new positions as indicated on the detailed drawings.

L 7 TESTING

PS L 7.3 STANDARD HYDRAULIC PIPE TEST

PS L 7.3.1 Test pressure and time of test

Add the following to L 7.3.1.1:

Pipes shall not be tested against isolating valves. Special blank flanges or end caps, fully anchored, shall be provided for testing.

L 8 MEASUREMENT AND PAYMENT

PS L 8.2 SCHEDULED ITEMS

PS L 8.2.3 Extra-over 8.2.1 For the Supply, Fixing And Bedding Of Valves Unit : No

Add the following to L 8.2.3:

Valves are measured and paid for per installation, complete with the inclusion of the cutting of pipes, couplings, extra excavation and all extra material and labour that is required, including tees, fittings complete as shown on the drawings.

PS L 8.2.11 Anchor/Thrust Blocks Unit : m³

Anchor and thrust blocks shall be measured per cubic metre concrete and the tendered rate shall include for all formwork and reinforcement (where specified) for the required dimensions.

PS L 8.2.16
No

Cut Into And Connect To Existing Mains Unit :

The number of each type and diameter of pipe cut into shall measure the cutting into existing mains.

The tendered rate shall include full compensation for all arrangements with the relevant authorities, isolating the main, cutting into the main to accommodate the connecting fitting, dewatering, excavating, removing of excess material, taking steps to prevent the ingress of soil, stones and other material into the main as well as all material and labour to connect the pipe.

PS L 8.2.17
m³

Soilcrete Casing Unit :

The soilcrete (1:10 ratio) is measured by volume according to the specified width and depth that exceeds the outside volume of the pipe (the volume of the pipe detracted).

The tariff includes the cost of shuttering and soilcrete mixture.

PS L 8.2.18
No

Pipe Markers Unit :

Pipe markers will be measured and paid for by number and the tariff must include all excavation, installation, and paint and numbering of marker, concrete as well as labour as described in PS L 5.11.

PS L 8.2.19
No

Valve chambers Unit :

Valve chambers will be measured and paid for by number and the tariff must include all excavation, installation, finishing and numbering of the chamber, all materials as well as labour as described in PS L 5.12.

PROJECT SPECIFICATION

PORTION 2 : VARIATIONS AND ADDITIONS TO STANDARDISED SPECIFICATIONS

SABS 1200 LB : BEDDING (PIPES)

LB 1 SCOPE

PS LB 1.1 SCOPE

Add the following to LB 1.1:

This specification also covers the bedding required for sleeve pipes.

LB 3 MATERIALS

PS LB 3.1 SELECTED GRANULAR MATERIAL

Substitute LB 3.1 with the following:

Selected granular material shall be an aggregate, sand or granular material, all of a non-cohesive nature and free from any organic material, of which the grading analysis shows 100 % passing a 13,2 mm sieve and not more than 5 % passing a 0,075 mm sieve.

Only if approved by the Engineer may sand from the trench excavations be used as selected material.

PS LB 3.2 SELECTED FILL MATERIAL

Substitute LB 3.2 with the following:

The requirements of PS LB 3.1 shall apply *mutatis mutandis*.

PS LB 3.3 BEDDING

Add the following to LB 3.3:

All pipes shall be classified as flexible pipes and shall have a bedding of selected granular material and selected fill material.

LB 3.4 SELECTION

PS LB 3.4.1 Suitable Material from Trench Excavation Available

Replace the first sentence of LB 3.4.1 with the following:

Notwithstanding the requirements DB 3.7 and LB 3.4.1 relating selected excavation methods, the Contractor must follow selected excavation methods and provide or use plant that will prevent material that is suitable and necessary for bedding being contaminated.

LB 5 CONSTRUCTION

LB 5.1 GENERAL

PS LB 5.1.4 Compacting

Substitute "90 % of Mod. AASHTO" in LB 5.1.4 with "93 % of Mod. AASHTO."

If sand is used the compaction grade must be 100% Mod. AASHTO.

LB 8 MEASUREMENT AND PAYMENT

LB 8.1 PRINCIPLES

PS LB 8.1.1 Supply of Bedding Materials Measured Separately

Add the following to LB 8.1.1:

Payment for bedding material and selected fill material is only made if the selected trench excavation material cannot be used in the same position as bedding material but has to be obtained from another part of the site of works or designated borrow pits, or from commercial sources.

PS LB 8.1.4 Separate Items for Cradle and Blanket

Substitute LB 8.1.4 with the following:

No distinction shall be made as regards material for the bedding cradle and selected fill blanket, and the material shall comply with the requirements for material for bedding cradle.

PS LB 8.1.5 Disposal of Displaced Material

Add the following to LB 8.1.5:

Surplus displaced material shall be dumped and levelled at the spoil site.

LB 8.2 SCHEDULED ITEMS

**PS LB 8.2.5 Overhaul Of Material For Bedding Cradle And Selected Fill Blanket Unit :
m³.km**

Substitute LB 8.2.5 with the following:

- | | | |
|----|-------------------------------------|---------------------------|
| a) | Limited overhaul (0,5 km to 1,0 km) | Unit : m ³ |
| b) | Long overhaul | Unit : m ³ .km |

Except that the volume is calculated according to LB 8.1.3, the requirements of D 8.3.6 or DA 8.3.3, as applicable, shall apply for overhaul.

PART C –ADDITIONAL SPECIFICATIONS

C3.2 PROCUREMENT FOR SUB- CONTRACTING

The MLM is committed to the implementation of Government's policies and in turn expects the same from its contractors. In order to comply with the objectives of its preferential procurement policy, MLM will utilise its targeted procurement procedure which is the process used to create a demand for the services and supplies of, or to secure the participation of, targeted enterprises and targeted labour in contracts.

Accordingly, it is a requirement of this project that the tenderer is familiar with the specifications that relate to the transformation of the construction industry through the following:

1. Adherence to the policies and initiatives of the Government;
2. Employment of Small, Medium and Micro Enterprises (SMME), including those SMME which are Black Enterprises (BE);
3. Provide mentoring, guidance and assistance to SMME;
4. Arrangement of engineering skills, entrepreneurial skills and generic skills training programmes, for which provision has been made in the Bill of Quantities; and
5. Active participation with community-based structures.

C3.2.1 SCOPE

This section provides the specifications that relate to the contractor's implementation of the policies and initiatives of the Government, community participation, and employment of Small, Medium and Micro Enterprises (SMME), including those SMME which are Black Enterprises (BE), training and mentoring of SMME, and engagement and training of labour recruited from local communities. These specifications should be read in conjunction with the various statutes and legislation that relate to small businesses and Broad-Based Black Economic Empowerment.

In this regard all tenders will be considered with specific reference to applicable legislation in force from time to time and which are specifically applicable to organs of state for example the following:-

- (i) The Constitution of the Republic of South Africa, 1993;
- (ii) Public Finance Management, 1999 (Act No. 1 of 1999);
- (iii) Preferential Procurement Policy Framework, 2000 (Act No. 5 of 2000);
- (iv) Broad-Based Black Economic Empowerment, 2003 (Act No. 53 of 2003); and
- (v) Construction Industry Development Board Act, 2000 (Act No. 38 of 2000)

Regulations

The Employer may have to amend its targeted procurement procedure in order to meet new or revised targets and requirements of legislation, and the Transport and Construction Charters. The Employer would then negotiate with the Contractor on the implementation of the revised targeted procurement procedure, and the associated costs.

C3.2.2 DEFINITIONS

The following words and expressions shall have the meanings stated.

- (a) **Black Enterprise (BE):** an enterprise defined as a company or economic activity that is at least 50.1% owned by black persons and where there is substantial management control by Black People. Ownership refers to economic interest, whilst management refers to the membership of any board or similar governing body of the enterprise.
- (b) **Black People (BP):** African, Coloured or Indian persons who are natural persons and:
 - (i) are citizens of the Republic of South Africa by birth or descent:
or
 - (ii) are citizens of the Republic of South Africa by naturalisation before the commencement date of the Constitution of the Republic of South Africa Act of 1993; or
 - (iii) became citizens of the Republic of South Africa after the commencement date of the Constitution of the Republic of South Africa Act of 1993, but who, but for the Apartheid policy that had been in place prior to that date, would have been entitled to acquire citizenship by naturalisation prior to that date.
- (c) **Project Management Team:** three persons comprising the Employer, Engineer and Contractor.
- (d) **Small, Medium and Micro Enterprise (SMME):** person(s) conducting a business, trade or profession in the Republic of South Africa and specifically includes, without limitation, any form of co-operative society, and is registered with the South African Revenue Service, and which can be classified as a small, medium or micro enterprise by satisfying the size variation criteria in the table below.

SMME SIZE VARIATION as at January 2011		
Size	Average Annual Turnover¹	Number of Employees
Micro	< R1.3 m	5
Small	R1.3 m - R15.7 m	6 - 60
Medium	R15.8 m – R78.5 m	61 - 300

NOTE 1: Average Annual Turnover subject to annual CPI adjustment

C3.2.3 UTILISATION OF SMME

(A) OBJECTIVE 1

A major objective of the targeted procurement procedure is to extend economic opportunities and entrepreneurial capacity to all localities by the optimum utilisation of the resources existing in the vicinity of projects, the development of these resources in the execution of the project, and by maximising the amount of project funds retained within the project locality.

(B) TARGET VALUES

The scope of the contract is for the contractor to primarily have a management role, as it is a requirement of the contract for the targeted amount of the scheduled work under the operational section to be sublet to SMME. Only SMME who are registered with the Construction Industry Development Board with a contractor grading designation of 2 CE or higher, will be eligible to undertake the targeted operational work.

The scheduled work is grouped under two parts as follows: Part A:

General:

Part B: Matters Relating to Standard Specifications

The target values of the scheduled work in the operational section to be sublet to SMME by the contractor, depends on the equity held by Black People in the enterprise as the contractor, either as a single entity or joint venture. The main contractor can sub contract maximum of 70% of the total contract value to a sub contractor.

The value of work for calculation purposes shall be determined at the tendered rates of the SMME inclusive of any equipment and materials financed and supplied by the Contractor. The value of the work shall include contract price adjustment (CPA), but exclude value added tax (VAT). Only work undertaken by SMME that qualify in terms of the definition, and which has been sublet according to the specifications for the tender process, shall count towards the achievement of the target. Any work which the Contractor is specifically instructed to execute by the Engineer as opposed to subletting to SMME, shall be excluded from the target value of work to be sublet. To evaluate the value of work undertaken by SMME, the Contractor shall submit a copy of the relevant invoices, to the Engineer for verification purposes.

(C) ACCREDITED REGISTRATION

Achievement measured against the SMME target value shall only be accepted if the respective SMME for which services or work is being claimed as having been performed, is registered with an accredited agency as required by law. In addition, documentary evidence that such SMME is registered with the South African Revenue Service shall be lodged with the Engineer before the work or service may be considered as having been performed by a *bona fide* SMME. The responsibility for producing evidence of the respective registration documentation shall rest with the Contractor.

(D) PRICING OF TENDER RATES

The specifications on the payment items detail how the management section should be priced with regards to SMME. In addition, the tendered rates for the items in the operational sections shall include full compensation for all material, labour, equipment and all other requirements necessary for completing the work. The tendered rates shall also include a fair and reasonable profit. However, the tendered rates shall exclude any establishment and general obligations costs, and any costs for handling, overheads, management and site supervision of SMME, and any additional cost not directly related to executing the work.

C3.2.4 WORK TO BE UNDER TAKEN BY SMME

(A) GENERAL RESPONSIBILITIES OF CONTRACTOR

(a) Obligations

The Contractor shall ensure that he complies with the following obligations:

- (i) identify work to be executed from his inspections, and submit these to the Engineer who will determine which work must be carried out;
 - (ii) institute a quality assurance system;
 - (iii) provide adequate training, mentoring, guidance and assistance to SMME;
 - (iv) provide financial support and other assistance to ensure that the SMME are able to meet their obligations and commitments with respect to their subcontracts, including acquisition of labour, equipment and materials; and
 - (v) ensure that the contract goals and objectives are achieved.
- (b) Subcontracts involving SMME

In the subcontracts arranged by the Contractor involving SMME, the following shall apply:

- (i) no provision or requirements set out in the specifications shall be deemed to relieve the Contractor of any liability or obligation under the contract and in accordance with the provisions of GCC 2010, the Contractor shall be fully liable for the acts, defaults and neglects of any SMME, their agent or employees, as fully as if they were the acts, defaults and neglects of the Contractor, his agents or employees;
- (ii) the appointment of the SMME subcontractor by the Contractor, shall be made according to GCC 2010; and
- (iii) any failure or neglect by the Contractor to comply with the provisions of the specifications, or any omission or neglect by the Contractor in adhering to or applying the principles as are described and inherent in the specifications, shall be deemed to constitute a warrant for the Engineer to act in terms of GCC 2010.

C3.2.5 MANAGEMENT OF SUBCONTRACTS

The Contractor shall compile the subcontract agreements, and provide the necessary management support to the SMME. Failure by the subcontractor to comply with the terms and conditions of the subcontract agreement shall result in penalties being applied or the subcontract terminated.

(A) COMPILATION

- (a) The Contractor in liaison with the Engineer shall be responsible for the compilation of each subcontract agreement. The agreement shall be in accordance with the provisions of GCC 2010 and shall be consistent with the terms and conditions in this contract. The agreement shall be subject to approval by the Project Management Team.
- (b) The terms and conditions of the subcontract agreement shall include the following specifications:
 - (i) an entitlement of the subcontractor to receive such training as is contemplated in this contract;
 - (ii) an obligation on the SMME to participate and co-operate in such training as is provided for in this contract;
 - (iii) the allowable sources from which workers may be drawn in terms of
the contract;
 - (iv) the terms and conditions relating to the recruitment, employment and remuneration of workers engaged on the contract; and
 - (v) the training to be provided to the temporary workforce.

**(B) QUALITY AND WORK AND PERFORMANCE OF THE SUBCONTRACTOR
TENDERS FOR SMME**

- (a) The Contractor shall closely monitor and supervise all SMME and shall train, mentor, guide and assist each SMME in all aspects of management, execution and completion of his subcontract. This shall typically include assistance with planning of the works, sourcing and ordering of materials, labour relations, monthly measurements and invoicing procedures. The extent and level of such training, mentoring, guidance and assistance, to be provided by the Contractor shall be commensurate with the basic level of subcontract applicable and shall be directed at enabling the SMME to achieve the successful execution and completion of his subcontract.
- (b) The Contractor shall implement an approved performance evaluation system of the subcontractors, and shall conduct monthly reviews of the subcontractor's performance, duties and obligations.
- (c) The Contractor shall give reasonable warning to the SMME when any contravention of the terms and conditions of the subcontract has occurred or appears likely to occur. The Contractor shall, whenever feasible, give the SMME reasonable opportunity to make good any such contravention or to avoid such contravention and shall render all reasonable assistance to the SMME in this regard.

PART C4: SITE INFORMATION

C4.1	SITE INFORMATION.....	201
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C4.1 SITE INFORMATION

GENERAL

This section describes the site at the time of tender to enable the tenderer to price his tender and to decide upon his method of working and programming and risks.

SITE LOCATION

The site is situated within the Rebone Village.

ACCESS TO SITE AND RESTRICTIONS

Although the works are located on sites within the Employer's property and/or reserve, the contractor may have to obtain permission from Mogalakwena Municipality to excavate road surfaces in order to execute the works required as part of this Contract. Any other permission as may become necessary shall be the responsibility of the Contractor to obtain.

Having been granted access to works areas by the Employer, other service authorities and private owners, the Contractor shall adhere to any agreed conditions of access and ensure the works area is left in a condition similar to when it was first accessed.

EXISTING SERVICES, SERVITUDES AND WAYLEAVES

For detailed specification the Contractor shall refer to clauses PS1.5 (Temporary Works), PS4.5 (Existing services), and PS4.8 (Permits and wayleaves).

SECURITY

The Contractor shall be responsible for the security of his personnel, materials, and equipment and construction plant on and around the site of the Works and for the security of his camp (if applicable). The Employer in this regard will consider no claims.

NATURE OF GROUND AND SUBSOIL CONDITIONS

No geotechnical report attached. It shall be the Contractor's responsibility to acquaint himself with the conditions of the site.

HYDROLOGICAL REPORT AND FLOODLINES

There are no supporting documents available with regard hydrological and floodline aspects.