



MOGALAKWENA LOCAL MUNICIPALITY

TENDER SHALL HAVE THE CIDB CLASS GRADING OF: 7CE OR HIGHER

CONTRACT NO: 21-2018/19

FOR SEEMA/MAPILA MINI WATER SCHEME 25 (SEEMA, GA-CHOKWE, MATLOU, LELAKA, HANS AND SKIMMING VILLAGES)

PROCUREMENT DOCUMENT

NOVEMBER 2018

ISSUED BY:

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

Tel: (015) 491 9600

Fax: (015) 491 9755

PREPARED BY:

**LAZWI ENGINEERING
Office 13, Block B, Eco Fusion 6
320 Witch-Hazel Avenue
Centurion, 0157**

Tel: (012) 003 0011

Fax: 086 206 4786

Name of Bidder.

.....

Bid Amount (VAT Inclusive)

**mig | Municipal
Infrastructure
Grant**



EXPANDED PUBLIC WORKS PROGRAMME
Creating opportunities towards human fulfilment

CHECKLIST		
DESCRIPTION	*YES	*NO
Compulsory Attendance of Site Inspection Meeting		
Power of Attorney/ JV agreement in case of JV (Attachment)		
Certificate of Authority/Letter of Authority of signatory(Attachment)		
Valid Tax Clearance attached (Attachment)		
Valid CIDB grading (Attachment)		
Form of Offer Completed in figures and in words		
Document filled in with a black pen		
All pages to be initialised		
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 included (Attachment)		
Declaration of interest completed		
Accredited BBB-EE Certificate (Attachment) Joint BBB-EE for joint ventures		
Company registration document (Attachment)		
Central Data Base Registration – CSD (Attachment)		
Audited Financial Statement for a three-year period		

***YES/*NO mark with √**

NB: Please note the checklist is a guide for the evaluation purposes.

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 rubber band.



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FOR

SEEMA/MAPILA MINI WATER SCHEME 25 (SEEMA, GA-CHOKWE, MATLOU, LELAKA, HANS AND SKIMMING VILLAGES)

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SEEMA/MAPILA MINI WATER SCHEME 25 (SEEMA, GA-CHOKWE, MATLOU, LELAKA, HANS AND SKIMMING VILLAGES)

THE TENDER

PART T1: TENDERING PROCEDURES

PART

T2: RETURNABLE DOCUMENTS

PART T1: TENDERING PROCEDURES

T.2	TENDER NOTICE AND INVITATION TO TENDER	ERROR! BOOKMARK NOT DEFINED.
T1.1	TENDER DATA.....	T.4



TENDER NOTICE AND INVITATION TO TENDER
CLOSING TIME & DATE: 11 JANUARY 2019 @12:00

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	Tender Number	MINIMUM GRADING	Compulsory Briefing Session	Enquiries
3.	SEEMA/MAPILA MINI WATER SCHEME 25 (SEEMA, GA-CHOKWE, MATLOU, LELAKA, HANS AND SKIMMING VILLAGES)	21-2018/19	7CE OR HIGHER	Yes	015 491 9671/9731/9649 scm@mogalakwena.gov.za

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 also on www.mogalakwena.gov.za.

Official and compulsory briefing meeting will be held on Friday 07th of December 2018 at 10h00 in the Old Council Chamber, 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 **12H00 on 11 JANUARY 2019** for all the above projects when all tenders received will be opened in public in the Old Council Chamber, on the Ground Floor.

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.

MALULEKA K
ACTING MUNICIPAL MANAGER
54 RETIEF STREET
MOKOPANE
0601

NOTICE NUMBER: /2018

T1.1 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 Safety Act</p> <p style="padding-left: 40px;">C1.6 Mine Health and Safety Act No 29</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> <p>Part C2: Pricing data</p> <p style="padding-left: 40px;">C2.1 Pricing instructions</p> <p style="padding-left: 40px;">C2.2 Bills of quantities</p> <p style="padding-left: 40px;">C2.3 Summary of Bills of Quantities</p> <p style="padding-left: 40px;">C2.4 Calculation of Tender Sum</p> <p>Part C3: Scope of work</p> <p style="padding-left: 40px;">C3.1 Description of Works</p> <p style="padding-left: 40px;">C3.2 Standard Specifications</p> <p style="padding-left: 40px;">C3.3 Procurement</p>

Subclause	Data
	<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: Lazwi Engineering</p> <p>Address: Office 13 Block B, Eco Fusion 6, 320 Witch-Hazel Avenue, Centurion, 0157</p> <p>Tel: (012) 003 0011 Fax: 086 206 4786</p> <p>Email: info@lazwiengineering.co.za</p>
F.2.1	<p>Only those tenderers who are registered with the CIDB, or can provide proof of having applied for registration and is registered with the Construction Industry Development Board in an appropriate contractor grading designation within 21 days from the closing date of the tender, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 7CE 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 lower 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</p> <p>(c) A contract will only be entered into with a tenderer who has in his/her employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff.</p> <p>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 CE or higher class of construction work and has a grading designation of not lower than one level below the required grading designation; and <p>the combined contractor grading designation calculated in accordance with the Construction Industry Development Board Regulations (2016) is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a CE or higher class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations.</p>
F.2.1.5	<p>The tender offer validity period is 90 days</p>

Subclause	Data
F.2.1.7	The tendered lump sums and rates shall be final and binding irrespective of the total tender price (See C2.1.11).
F.2.7	The arrangements for a compulsory clarification meeting are: Location: Old Council Chamber, Civic Centre, 54 Retief Street, Mokopane Date: <u>07 December 2018</u> Starting Time <u>10h00</u>
F.2.12	<p>If a tenderer wish to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the employer's standards and requirements, the details of which may be obtained from the employer's Agent.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contractor for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the employer's standards and requirements.</p> <p>The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the employer's costs of confirming the acceptability of the detailed design before it is constructed.</p>
F.2.13.5	<p>The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Mogalakwena Local Municipality</p> <p>Identification details:</p> <p>CONTRACT NO: 21-2018/19 SEEMA/MAPILA MINI WATER SCHEME 25 (SEEMA, GA-CHOKWE, MATLOU, LELAKA, HANS AND SKIMMING VILLAGES)</p>
F.2.13. & F.3.5	A two-envelope procedure will not be followed.
F.2.15	<p>Closing time for submission of tender offers is:</p> <p><u>12H00 on the closing date 11 JANUARY 2019.</u></p>
F.2.15	Telephonic, telegraphic, telex, facsimile, e-mailed or postal tender offers will not be accepted.
F.2.23	The tenderer is required to submit with his tenders a Valid 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.3.4	<p>The time and location for opening of tender offers:</p> <p>Time <u>12H00</u> Location: Mogalakwena Local Municipality, Civic Centre, 54 Retief Street, Mokopane, 0669</p>

Subclause	Data																																										
F.3.11	<p>Evaluation of Bid offers</p> <p>The procedure for the evaluation of responsive tenders is method 4, functionality assessment of experience, plant complement and financial status will be used. The 80/20 score system will be adopted where the 80 points will be for price and the 20 points will be in accordance with the B-BBEE status level of points contribution.</p> <p>(a) Functionality will only be considered if two or more bids have equal preference points for B-BBEE where the successful bid will be the one scoring the highest points on functionality.</p> <p>(b) In the event that two or more bids are equal in all respects, the award will be decided by the drawing of lots</p> <p>Refer to The National Treasury's Preferential Procurement Policy Regulation, 2011 pertaining to the Preferential Procurement Policy Framework Act, Act No. 5 of 2000 for items (a) and (b) above</p> <p>Companies who score less than 70% of the total functionality score will be regarded as non-responsive and will be disqualified</p> <p>FUNCTIONALITY SCORE CARD:</p> <table> <tr> <th>Functionality</th><th>Points Allocation</th></tr> <tr> <td>Company Experience (Valid certified copies of completion certificates of previous work need to be attached for functionality points scoring otherwise no points will be allocated)</td><td></td></tr> <tr> <td>1 - 3 years in Civil Engineering related work under consideration</td><td>15</td></tr> <tr> <td>4-5 years in Civil Engineering related work under consideration</td><td>10</td></tr> <tr> <td>6 - above years in Civil Engineering related work under consideration</td><td>15</td></tr> <tr> <td>Total</td><td>15</td></tr> <tr> <td>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)</td><td></td></tr> <tr> <td>Technical Certificate (N6 Civil Engineering) FET College</td><td>7</td></tr> <tr> <td>Technical Diploma (N dip) University of Technology</td><td>10</td></tr> <tr> <td>Degree (B-Tech, B Eng ,B sc Civil) University or University of Technology</td><td>12</td></tr> <tr> <td>Professional Ecsa (Pr. Techni, Pr. Tech ,Pr. Eng)</td><td>15</td></tr> <tr> <td>Total</td><td>15</td></tr> <tr> <td>Methodology and Approach</td><td></td></tr> <tr> <td>Tenderer's Methodology and Approach will be scored on the extent to which it shows a practical and coherent system to successfully implement the project</td><td>20</td></tr> <tr> <td>Total</td><td>20</td></tr> <tr> <td colspan="2"></td></tr> <tr> <td>List of Plant (Valid certified copies of registration documents of Plant or Letter of intent to rent listed plant)</td><td></td></tr> <tr> <td></td><td>Owned Hired</td></tr> <tr> <td>1-4 Listed Plant available</td><td>3 2</td></tr> <tr> <td>5-6 Listed Plant available</td><td>6 3</td></tr> <tr> <td>7- Above Listed Plant available</td><td>10 5</td></tr> </table>	Functionality	Points Allocation	Company Experience (Valid certified copies of 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	10	6 - above years in Civil Engineering related work under consideration	15	Total	15	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	7	Technical Diploma (N dip) University of Technology	10	Degree (B-Tech, B Eng ,B sc Civil) University or University of Technology	12	Professional Ecsa (Pr. Techni, Pr. Tech ,Pr. Eng)	15	Total	15	Methodology and Approach		Tenderer's Methodology and Approach will be scored on the extent to which it shows a practical and coherent system to successfully implement the project	20	Total	20			List of Plant (Valid certified copies of registration documents of Plant or Letter of intent to rent listed plant)			Owned Hired	1-4 Listed Plant available	3 2	5-6 Listed Plant available	6 3	7- Above Listed Plant available	10 5
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Subclause	Data				
	Total			10	5
	PLANT				
	1. TLB				
	2. Excavator				
	3. Bomag				
	4. LDV's				
	5. Tipper Truck				
	6. Water Truck				
	7. Plate Compactor				
	Programme of Works				
	Activities with Timelines and Resources allocation				10
	Detail with Critical path				5
	Microsoft Project or equivalent presentation				15
	Total				15
	Locality		(Attach letter from Tribal Authority / Municipal account / Lease agreement/ Any other 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
	1	Bank Rating			
		a	Bank rating of C or higher	5	
		b	Bank rating at least E	1	
		c	No rating or lower than E	0	
		Total			5
	2	Cash flow estimate			
		a	Cash flow is complete against the whole period, follows an S-curve pattern and is equal to stated total	5	
		b	For incomplete period or equals values (not S-curve pattern) and equalling total	1	
		c	Cash flow not completed or not totaling	0	
		Total			5
	3	Responsiveness of Financial information			
		a	All entries for financial information completed (BOQ, Cash flow, Banking information, Form of offer)	5	
		b	Any part of financial information missing	0	
		Total			5
	Maximum total points for Financial Matters			15	
	Total Points Achievable			100	
	Minimum Score required			70	

Subclause	Data																				
	NB: KINDLY TAKE NOTE THAT A MINIMUM OF 70 POINTS SHOULD BE OBTAINED IN ORDER TO BE CONSIDERED FOR FURTHER EVALUATION																				
F.3.11.2	<p>Scoring Financial Offers</p> <p>All responsive tenders that qualify by meeting the minimum threshold for functionality are then evaluated on the basis of price and preferential in accordance with the Preferential Procurement Regulations 2017 (Government Gazette No. 40553 dated 20 January 2017). The points scored for functionality are not carried over or considered in the calculation of the financial and preferential evaluation.</p> <p>All respective tenders that have achieved the minimum qualification score for the functionality and administrative compliance shall be evaluated further in terms of the preferential point system prescribed in regulation 6 and 7 Preferential Procurement Regulations 2017 i.e.</p> <p>For tenders with rand value above R30 000 and up to R50 million (80/20)</p> <p>1. The following formula must be used to calculate the points out of 80 for price in respect of a tender with a Rand value equal to or above R30 000 and up to a Rand value of R50 million, inclusive of all applicable taxes</p> $PS = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$ <p>Where</p> <p>P = Points scored for price of tender under consideration;</p> <p>Pt = Price of tender under consideration; and</p> <p>Pmin = Price of lowest acceptable tender.</p> <p>2. The following table must be used to calculate the score out of 20 for B-BBEE.</p> <table border="1" data-bbox="646 1440 1275 1850"> <thead> <tr> <th>B-BBEE Status Level of Contributor</th><th>NUMBER OF POINTS</th></tr> </thead> <tbody> <tr><td>1</td><td>20</td></tr> <tr><td>2</td><td>18</td></tr> <tr><td>3</td><td>14</td></tr> <tr><td>4</td><td>12</td></tr> <tr><td>5</td><td>8</td></tr> <tr><td>6</td><td>6</td></tr> <tr><td>7</td><td>4</td></tr> <tr><td>8</td><td>2</td></tr> <tr><td>Non-compliant contributor</td><td>0</td></tr> </tbody> </table> <p>3. A tenderer must submit proof of its B-BBEE status level of contributor.</p> <p>4. A tenderer failing to submit proof of B-BBEE status level contribution or is a non-compliant contributor to B-BBEE may not be disqualified, but-</p> <ol style="list-style-type: none"> may only score points out of 90 for price; and scores 0 points out of 10 for B-BBEE. 	B-BBEE Status Level of Contributor	NUMBER OF POINTS	1	20	2	18	3	14	4	12	5	8	6	6	7	4	8	2	Non-compliant contributor	0
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	<p>5. A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract.</p> <p>6. The points scored by a tenderer for B-BBEE contribution in terms of subregulation (2) must be added to the points scored for price under subregulation (1).</p> <p>7. The points scored must be rounded off to the nearest two decimal places.</p> <p>8. Subject to subregulation (9) and regulation 11, the contract must be awarded to the tenderer scoring the highest points.</p> <p>9. (a) If the price offered by a tenderer scoring the highest points is not market- related, the organ of state may not award the contract to that tenderer.</p> <p>(b) The organs of state may-</p> <ol style="list-style-type: none"> negotiate a market-related price with the tenderer scoring the highest points or cancel the tender; if the tenderer does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the second highest points or cancel the tender; if the tenderer scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the third highest points or cancel the tender. <p>(c) If a market-related price is not agreed as envisaged in paragraph (b)(iii), the organ of state must cancel the tender.</p> <p>Criteria for breaking deadlock in scoring</p> <p>10. (1) If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for B-BBEE.</p> <p>(2) If functionality is part of the evaluation process and two or more tenderers score equal total points and equal preference points for B-BBEE, the contract must be awarded to the tenderer that scored the highest points for functionality.</p> <p>(3) If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.</p> <p>Award of contracts to tenderers not scoring highest points</p> <p>11. (1) A contract may be awarded to a tenderer that did not score the highest points only in accordance with section 2(1)(f) of the Act.</p> <p>(2) If an organ of state intends to apply objective criteria in terms of section 2(1)(f) of the Act, the organ of state must stipulate the objective criteria in the tender documents.</p> <p>Tax clearance</p> <p>No tender may be awarded to any person whose tax matters have not been declared by the South African revenue services to be in order</p>														
F.3.11.3	<p>Scoring Quality (functionality)</p> <p>Score quality in each of the categories stated in the Bid Data and calculate total score for quality.</p> <table border="1" data-bbox="549 1843 1351 2116"> <thead> <tr> <th>ITEMS</th><th>POINTS</th></tr> </thead> <tbody> <tr> <td>Company Experience</td><td>15</td></tr> <tr> <td>Construction Team Key Personnel</td><td>15</td></tr> <tr> <td>Methodology and Approach</td><td>20</td></tr> <tr> <td>Plant, Equipment & Programme of Works</td><td>25</td></tr> <tr> <td>Locality</td><td>10</td></tr> <tr> <td>Bank Rating, Cashflow estimate and Responsiveness to financial information</td><td>15</td></tr> </tbody> </table>	ITEMS	POINTS	Company Experience	15	Construction Team Key Personnel	15	Methodology and Approach	20	Plant, Equipment & Programme of Works	25	Locality	10	Bank Rating, Cashflow estimate and Responsiveness to financial information	15
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Subclause	Data
F.3.12	<p>Insurance provided by the employer</p> <p>If requested by the proposed successful Bidder, submit for the Bidder's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.</p>
F.3.13	<p>Acceptance of Bid offer</p>
F3.13.1	<p>Accept Bid offer only if the Bidder satisfies the legal requirements stated in the Bid Data. <i>Tender offers will only be accepted if:</i></p> <p>a) <i>The Tenderer is able to produce an original valid Tax Clearance Certificate issued by the South African Revenue Service;</i> b) <i>The Tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges;</i> c) <i>The Tenderer or any of its directors is not listed on 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</i> d) <i>The Tenderer has not:</i> i) <i>Abused the Employer's Supply Chain Management System; or</i> ii) <i>Failed to perform on any previous contract and has been given a written notice to this effect.</i> e) <i>It is considered that the performance of the services will not be compromised through any conflict of interest.</i></p>
F.3.13.2	<p>Notify the successful Bidder of the employer's acceptance of his Bid offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the Bid data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful Bidder as described in the form of offer and acceptance.</p>
F.3.14	<p>Prepare contract documents</p> <p>If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the Bid documents to take account of:</p> <p>a) Addenda issued during the Bid period, b) Inclusion of some of the returnable documents, c) Other revisions agreed between the employer and the successful Bidder, and d) The schedule of deviations attached to the form of offer and acceptance, if any.</p>
F.3.15	<p>Issue final contract</p> <p>Prepare and issue the final draft of contract documents to the successful Bidder for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of Bid require the Bidder to submit, after acceptance by the employer, shall be included.</p>
F.3.16	<p>Provide copies of the contracts</p> <p>Provide to the successful Bidder the number of copies stated in the Bid Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.</p> <p><i>One signed copy of contract shall be provided by the Employer to the successful Tenderer.</i></p>
	<p>Labour Content:</p> <p>The minimum Labour content for this project shall be 10 - 15 %</p>

Subclause	Data
	<p>Tender Qualification: Labour Intensive Contracts</p> <p>To qualify for award of the Contract, tenderers shall meet the following minimum qualifying criteria:</p> <ul style="list-style-type: none"> (a) Having participated in and graduated with fully satisfactory results from the relevant national qualification framework training organized under EPWP (or other similar project e.g. the Gundo Lashu programme), and applying trained supervisory staff on a full-time basis for the execution of the works. (b) Liquid assets/or credit facilities covering the expected expenditures for two full work months; (c) Proposals for timely acquisition (own, lease, hire, etc.) of the essential minimum equipment; (d) The contractor will carry out the works using labour based work methods as described in the Special Conditions of Contract.
	<p>Proof of Availability of Staff with LI Competencies</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>Requirement for submission of names of LI staff</p> <p>The tenderer must submit to the Employer, names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy eligibility requirements.</p>

MBD FORMS

MBD 1	INVITATION TO BID	T.14
MBD 4	DECLARATION OF INTEREST	T.16
MBD 5	DECLARATION OF PROCUREMENT	T.19
MBD 6.1	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017..	T.21
MBD 6.2	DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS.....	T.27
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MBD 9	CERTIFICATE ON INDEPENDENT BID DETERMINATION.....	T.34

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MOGALAKWENA LOCAL MUNICIPALITY					
BID NUMBER:	21-2018/19	CLOSING DATE:	11 JANUARY 2019	CLOSING TIME:	12h00
DESCRIPTION	SEEMA/MAPILA MINI WATER SCHEME 25 (SEEMA, GA-CHOKWE, MATLOU, LELAKA, HANS AND SKIMMING VILLAGES)				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT					
Mogalakwena Local Municipality					
54 RETIEF STREET, MOKOPANE, 0601					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
3. TOTAL NUMBER OF ITEMS OFFERED			4. TOTAL BID PRICE		R
5. SIGNATURE OF BIDDER	.....		6. DATE		
7. CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	BUDGET AND TREASURY				CORPORATE SERVICES
CONTACT PERSON			CONTACT PERSON		
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS			E-MAIL ADDRESS		

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES
☐ NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

SIGNATURE OF BIDDER:

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

DATE:

DECLARATION OF INTEREST

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

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

3.1 Full Name:

3.2 Identity Number:

3.3 Company Registration Number:

3.4 Tax Reference Number:

3.5 VAT Registration Number:

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

3.6.1 If so, furnish particulars.

.....

.....

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

3.7.1 If so, furnish particulars.

.....

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

3.8.1 If so, furnish particulars.

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

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

.....

.....

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

3.9.1 If so, furnish particulars

.....

.....

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

3.10.1 If so, furnish particulars.

.....

.....

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

3.11.1 If so, furnish particulars.

.....

.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

For all procurement expected to exceed R10 million (VAT included), bidders must complete the following questionnaire:

1 Are you by law required to prepare annual financial statements for auditing? **YES / NO**

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years. **YES / NO**

.....

.....

2 Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days? **YES / NO**

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.

2.2 If yes, provide particulars.

.....

.....

.....

.....

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

3.1 If yes, furnish particulars

.....

.....

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

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included);
and
the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

- 1.2
a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

- 1.3 Points for this bid shall be awarded for:

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

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

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

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

2. DEFINITIONS

- a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

- d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- g) **“prices”** includes all applicable taxes less all unconditional discounts;
- h) **“proof of B-BBEE status level of contributor”** means:
 - 1) **B-BBEE Status level certificate issued by an authorized body or person;**
 - 2) **A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;**
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- k)

3. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \textbf{80/20} & \textbf{or} & \textbf{90/10} \\
 P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)
 \end{array}$$

Where

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

4. **POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR**

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

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

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

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

Any QSE		
---------	--	--

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of 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.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>	<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>DATE:</p> <p>ADDRESS</p> </div> <div style="width: 50%;"> <p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>.....</p> <p>.....</p> <p>.....</p> </div> </div>
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DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - \frac{x}{y} \times 100]$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

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

The SABS approved technical specification number SATS 1286:2011 is accessible on Error!
Hyperlink reference not valid. [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

- 1.6. A bid may be disqualified if –
 - (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
 - (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

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

3. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

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

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

(Tick applicable box)

YES	NO
-----	----

- 1.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date of advertisement of the bid.
The relevant rates of exchange information is accessible on **www.reservebank.co.za**.

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?
(**Tick applicable box**)

YES		NO	
-----	--	----	--

5.1. If yes, provide the following particulars:

- (a) Full name of auditor:
- (b) Practice number:
- (c) Telephone and cell number:
- (d) Email address:

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

6. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the Accounting Officer / Accounting Authority provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

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

IN RESPECT OF BID NO.

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

.....
NB

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

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

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

(b) I have satisfied myself that

the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and

the declaration templates have been audited and certified to be correct.

(c) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

CONTRACT FORM - RENDERING OF SERVICES**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 CONTRIBUTIO N	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1
....

2
....

DATE:

.....
.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Mogalakwena Local Municipality Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by the municipality 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 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	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <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)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

Item	Question	Yes	No
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:		
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.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

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

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

PART T2: LIST OF RETURNABLE DOCUMENTS

The tenderer must also complete the following returnable documents:

T2.1	RETURNABLE SCHEDULES FOR TENDER EVALUATION.....	T.39
T2.1	OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION	T.63
T2.2	RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT	T.66
T2.3	FORMS TO BE COMPLETED BY CONTRACTOR APPOINTED.....	T.71

T2.1 RETURNABLE SCHEDULES FOR TENDER EVALUATION

T2.1 A	CERTIFICATE OF AUTHORITY	T.40
T2.1 B	CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING	T.43
T2.1 C	SCHEDULE OF INFRASTRUCTURE AND RESOURCES.....	T.44
T2.1 D	SCHEDULE OF THE TENDERER'S EXPERIENCE.....	T.46
T2.1 E	RECORD OF ADDENDA TO TENDER DOCUMENTS	T.47
T2.1 F	DEVIATIONS OR QUALIFICATIONS BY THE TENDERER	T.48
T2.1 G	CERTIFICATE OF NON-COLLUSIVE TENDER.....	T.49
T2.1 H	COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 AND CONSTRUCTION REGULATIONS, 2003.....	T.51
T2.1 I	REQUIREMENTS IN TERMS OF GOVERNMENT'S RECONSTRUCTION AND DEVELOPMENT PROGRAMME	T.52
RDP1(E)	SCHEDULE OF LABOUR CONTENT	T.55
RDP2(E)	EMPLOYMENT OF ABE'S	T.56
RDP3(E)	HDI EQUITY IN PROJECT.....	T.57
RDP4(E)	HDI SUPERVISORY STAFF	T.58
RDP5(E)	ABE DECLARATION AFFIDAVIT	T.60
SBD2	TAX CLEARANCE REQUIREMENTS.....	T.61
MBD 1	INVITATION TO BID.....	T.14
MBD 4	DECLARATION OF INTEREST.....	T.16
MBD 6.1	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017.....	T.21
MBD 8	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES.....	T.32

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
130/2011 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:

Name

Signature.....

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 SCHEDULE OF INFRASTRUCTURE AND RESOURCES

The bidder should provide information on the infrastructure and resources and submit all supporting documentation and proof of ownership:

1. Physical facilities and Buildings.

	Description	Address	Owned/Leased
1.			
2.			
3.			

2. Equipment

Provide information on equipment and resources that you have available for this project

[illegible]

3. Plant and Vehicles

Provide information on Plant and Vehicles that you have available for this project

Description:	Number of units	Registration Number

Should the space provided be insufficient for the bidder to furnish all required information, additional information and infrastructure and resources should be attached to this tender document.

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	:	10-15%
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

Skills and Occupational Health and Safety training will be offered.

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 10 - 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
- water projects experience

(ii) Site agent

- contract management experience
- water 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.

MBD2 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 together with the bid. Failure to submit a **Valid** Tax Clearance Certificate **may** invalidate the bid.

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

APPLICATION FOR TAX CLEARANCE CERTIFICATE (IN RESPECT OF BIDDERS)

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

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
4. Company / Close Corporation registration number:

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

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

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

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

Signature of contact person requiring Tax Clearance Certificate:

Name:

Telephone number: Code:..... Number:

Address:

.....

.....

DATE: 20____ / ____ / ____

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

T2.1 OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION

T2.2 A	FINANCIAL DETAILS, STATEMENTS AND BANK REFERENCES.....	T.64
T2.2 B	CONSTRUCTION INDUSTRIES DEVELOPMENT BOARD REGISTRATION	T.65

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. It is **Compulsory** for the bidder to submit an audited financial statement with this bid.

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.

**T2.2 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE
CONTRACT**

T2.3 A	ORGANOGRAM AND CURRICULUM VITAE OF KEY PERSONNEL.....	T.67
T2.3 B	PROJECT PROGRAMME AND METHOD STATEMENT	T.68
T2.3 C	SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE	T.69
T2.3 D	RATES FOR SPECIAL MATERIALS	T.70

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	R
5	R
6	R
7	R
8	R
9	R
10	R
11	R
12 (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:

T2.3 FORMS TO BE COMPLETED BY CONTRACTOR APPOINTED

T.2.4.1	RETENTION MONEY GUARANTEE PROFORMA.....	T.72
T.2.4.2	EXAMPLE OF ABE DECLARATION AFFIDAVIT	T.74
T.2.4.3	FORM RDP 9(E) : CONTRACT EMPLOYMENT REPORT	T.77
T.2.4.4	FORM RDP 10(E) : EMPLOYMENT OF SUPERVISORY STAFF REPORT.....	T.78
T.2.4.5	FORM RDP 11(E) : GENERIC TRAINING REPORT	T.79
T.2.4.6	FORM RDP 12(E) : ENTREPRENEURIAL TRAINING REPORT	T.80
T.2.4.7	FORM RDP 13(E) : ENGINEERING TRAINING REPORT.....	T.81
T.2.4.8	FORM RDP 14(E) : COMMUNITY LIAISON MEETING REPORT	T.82

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. 21-2018/19**FOR****SEEMA/MAPILA MINI WATER SCHEME 25 (SEEMA, GA-CHOKWE, MATLOU, LELAKA, HANS AND SKIMMING VILLAGES)**

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 at for and on behalf of

on this the day of..... in the year

GUARANTOR:

AS WITNESS:

1. 2.

NAME(Print): NAME(Print):

ADDRESS ADDRESS

.....

.....

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 _____ 200X										
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 _____ 200X				
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 200X										
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										

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 _____ 200X										
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										

CONTRACT NO.[illegible]

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

C1.1	FORM OF OFFER AND ACCEPTANCE	C.3
C1.2	AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO. 85 OF 1993)	C.8
C1.3	FORM OF GUARANTEE (PRO FORMA)	C.10
	PERFORMANCE GUARANTEE	C.10
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) AND THE MINERAL RESOURCES AND PETROLEUM DEVELOPMENT ACT (ACT NO. 28 OF 2002)	C.13
C1.5	APPOINTMENT IN TERMS OF SECTION 3(1) 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).....	C.15
C1.6	MINE HEALTH AND SAFETY ACT NO. 29 OF 1996 AND AMENDMENT ACT NO. 72 OF 1997	C.16
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)	C.17
C1.8	CONTRACT DATA.....	C.19

C1.1 FORM OF OFFER AND ACCEPTANCE**(Agreement)****Offer**

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

CONTRACT NO: 21-2018/19 SEEMA/MAPILA MINI WATER SCHEME 25 (SEEMA, GA-CHOKWE, MATLOU, LELAKA, HANS AND SKIMMING VILLAGES)

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

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

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

.....

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

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

For the Tenderer:

.....

Signature

.....

Name

.....

Capacity

Name and address of organisation:

.....

.....

.....

Signature and name of witness:

.....
Signature

.....
Name

.....
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 1 Agreements and Contract Data, (which includes this Agreement)
- Part 2 Contract Pricing Data
- Part 3 Contract Scope of Work
- Part 4 Contract Site Information

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

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

The Tenderer shall within the time stated in the Contract Data 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.

For the Employer:

.....

Signature

.....

Name

.....

Capacity

Name and address of organisation:

.....

.....

Signature and name of witness:

.....

Signature

.....

Name

.....

Date

Schedule of Deviations

Notes:

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

1. **Subject**
- Details**
2. **Subject**
- Details**

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

For the Tenderer:

..... Signature

..... Name

..... Capacity

Name and address of organisation:

.....

.....

..... Witness Signature

..... Witness Name

..... Date

For the Employer:

.....

.....

.....

Name and address of organisation:

.....

.....

.....

.....

.....

CONFIRMATION OF RECEIPT

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

the (day)

of (month)

..... (year)

at (place)

For the Contractor:

.....
Signature

.....
Name

.....
Capacity

Signature and name of witness:

.....
Signature

.....

C1.2 AGREEMENT IN TERMS OF THE
1993 (ACT NO. 85 OF 1993)

OCCUPATIONAL HEALTH AND SAFETY ACT,

THIS AGREEMENT made at on this the day of in the year..... between THE MOGALAKWENA LOCAL MUNICIPALITY (hereinafter called "the Employer") on the one part, herein represented by in his capacity as and delegate of the Employer and..... (hereinafter called "the Principal Contractor") of the other part, herein represented by in his capacity as

WHEREAS the Employer is desirous that certain works be constructed, as stated above in title description 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 approval certificate issued in terms of clause 5.16.1 of the General Conditions of Contract for Construction Works 2015 (3rd Edition) as issued by the South African Institution of Civil Employers Agenting (hereinafter referred to as "the GCC 2015 (3RD EDITION)"), as contained in the contract documents pertaining to this contract, or
 - b) the date of termination of the contract in terms of clauses 9.1, 9.2 or 9.3 of the GCC 2015 (3RD EDITION).
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 (permanent or temporary) are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993 which cover shall remain in force whilst any such employees are present on site. The Principal Contractor shall submit a written report to this effect at each Progress Site Meeting.
6. The Principal Contractor undertakes to ensure that he and/or his sub-contractors and/or their respective employees will at all times comply with the following conditions:
 - a) The Principal Contractor shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Principal Contractor shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Principal Contractor obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
 - b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Principal Contractor to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
 - c) The Employer hereby obtains an interest in the 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:.....

WITNESS: 1..... 2

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

DATE:

SIGNED FOR AND ON BEHALF OF THE PRINCIPAL CONTRACTOR:.....

WITNESS: 1..... 2

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

DATE:

C1.3 FORM OF GUARANTEE (PRO FORMA)**PERFORMANCE GUARANTEE**

Mogalakwena Local Municipality
P.O. Box 34
Mokopane, 0600

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address:

"Employer" means:

"Contractor" means:

"Employer's Agent" means:

"Works" means:

"Site" means:

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

"Contract Sum" means: The accepted amount of R..... (inclusive of value added tax)

Amount in words:

"Guaranteed Sum" means: The maximum aggregate amount of R

Amount in words:

Type of Performance Guarantee: *Variable or Fixed*

"Expiry Date" means: *insert date* or any other later date set by

Contractor and/or Employer provided such instruction is received prior to the Expiry Date as indicated here.

CONTRACT DETAILS

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

1. VARIABLE PERFORMANCE GUARANTEE

1.1 Where a Variable Performance Guarantee has been selected, the Guarantor's liability shall be limited during the following periods to diminishing amounts of the Guaranteed Sum as follows:

1.1.1 From and including the date of signing the Performance Guarantee up to and including the date of the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum:

R

(Amount in words)

1.1.2 From the day following the date of the said interim payment certificate up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, whichever occurs first:

R.

(Amount in words)

1.2 The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum, has been issued and the date on which the Certificate of Completion of the Works has been issued.

2. FIXED PERFORMANCE GUARANTEE

- 2.1 Where a Fixed Performance Guarantee has been selected, the Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
- 2.2 The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Employer's Agent of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first.
- 2.3 The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

3. CONDITIONS APPLICABLE TO VARIABLE AND FIXED PERFORMANCE GUARANTEES

- 3.1 The Guarantor hereby acknowledges that:
 - 3.1.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.1.2 its obligation under this Performance Guarantee is restricted to the payment of money.
- 3.2 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 3.2.1 to 3.2.3:
 - 3.2.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 3.2.2;
 - 3.2.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 3.2.1 and the sum certified has still not been paid;
 - 3.2.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 3.2.
- 3.3 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 3.3.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 3.3; or
 - 3.3.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 3.3; and
 - 3.3.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
- 3.4 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 3.2 and 3.3 shall not exceed the Guarantor's maximum liability in terms of 1.1 or 2.1.
- 3.5 Where the Guarantor has made payment in terms of 3.3, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 3.6 Payment by the Guarantor in terms of 3.2 or 3.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 3.7 Payment by the Guarantor in terms of 3.3 will only be made against the return of the original Performance Guarantee by the Employer.

- 3.8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 3.9 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 3.10 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 1.1.2 or 2.2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 3.11 This Performance Guarantee, with the required demand notices in terms of 3.2 or 3.3, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 3.12 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

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) AND THE MINERAL RESOURCES AND PETROLEUM DEVELOPMENT ACT (ACT NO. 28 OF 2002)

THIS AGREEMENT made at on this the day of in the year between **MOGALAKWENA LOCAL MUNICIPALITY** (hereinafter) called “the Employer” of the one part, herein represented by in 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 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, as stated above and has accepted a tender by the Contractor for the construction, completion and maintenance of such works and whereas the Employer and the Contractor 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 No.29 of 1996); as amended by the Mine Health and Safety Amendment Act (Act No. 27 of 1997), the Mineral Resources and Petroleum Development Act (Act No. 28 of 2002) and all the applicable Regulations of the said Acts.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Contractor declares himself conversant with all the requirements, regulations and standards of the said Acts and Amendments of the Acts, as well as with the procedures and safety rules of the Employer as pertaining to the Contractor and all his Sub-contractors.
2. The Contractor accepts responsibility for compliance with all the requirements, regulations and standards of the Acts and Amendments of the Acts, as well as with the procedures and safety rules of the Employer as pertaining to the Contractor and all his Sub-contractors.
3. The Contractor, as the appointed Mine Manager of the Employer (Owner of the mine / borrow pit / quarry), shall undertake all the duties and accept all the responsibilities of the owner in compliance with the said Acts, Amendments and its Regulations.
4. The Contractor, as the appointed Mine Manager of the Owner, shall in turn appoint a Sub-Ordinate Mine Manager, a Responsible Mine Surveyor/ Competent Person and a Competent Person in Charge of Machinery who shall undertake the duties as delegated to them in terms of their appointments.

5. The Contractor shall himself obtain the necessary authorisation for mining, quarrying, blasting and crushing for all the borrow pit sites.
6. The Contractor shall assume responsibility for the Environmental Management Programme (EMP) in respect of all the borrow pit sites and quarries (mines) and shall ensure that the sites are rehabilitated at the conclusion of the contract.
7. The Contractor shall comply with all the provisions and requirements as set out in the EMP and in the said Acts, Amendments and its Regulations.
8. This Agreements shall hold good from the date of signature until the date on which a Closure Certificate is issued by the Mining Authority (Department of Minerals and Energy).

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

SIGNED ON BEHALF OF THE EMPLOYER

AS WITNESS:

1. 2.

NAME(Print): NAME(Print):

SIGNED ON BEHALF OF THE CONTRACTOR

AS WITNESS:

1. 2.

NAME(Print): NAME(Print):

C1.5 APPOINTMENT IN TERMS OF SECTION 3(1) 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, in my capacity as, having been appointed, in terms of **Section 4(1)** of the Act (as amended), by the **Municipal Manager** of the Bushbuckridge Local Municipality, who is the owner of the Mine(s) to be worked under the requirements of the abovementioned Acts, hereby, in terms of **Section 3(1)** of the Act (as amended), appoint in his capacity as of the Contractor, of address: and contact number: to perform all the functions entrusted to the Employer by **Sections 2 and 3** of the Act (as amended) for all the borrow pits on project no. for

.....
.....

SIGNED:

DATE:

WITNESS: 1. 2.

NAME(Print): 1. 2.

I,, having been appointed in terms of Section 3(1) of the Act (as amended) to perform all functions entrusted to the Employer by Sections 2 and 3 of the Act (as amended) 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:

DATE:

WITNESS: 1. 2.

NAME(Print): 1. 2.

I,, having been appointed in terms of Section 3(1) of the Act (as amended) to perform all functions entrusted to the Employer by Sections 2 and 3 of the Act (as amended) hereby accept the above appointment.

SIGNED:

DATE:

WITNESS: 1. 2.

NAME(Print): 1. 2.

C1.8 CONTRACT DATA**C1.8.1 Contract Specific Data**

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

Section 1: Data provided by the Employer

Clause	
1.1.1.5	The "Commencement date" shall be the date the site is handed over to the Contractor.
1.1.1.13	The Defects Liability Period is twelve (12) calendar months after final completion date.
1.1.1.14	The time for achieving Practical Completion is 12 Months
1.1.1.15	The Employer is the Mogalakwena Local Municipality
1.1.1.16	The Employer's Agent is Lazwi Engineering 16
1.2.1.2	<p>The employer's address for receipt of communication is:</p> <p>Mogalakwena Local Municipality</p> <p>P.O. Box 34</p> <p>Mokopane</p> <p>0600</p> <p>Tel: (015) 491 9600 Fax: (015) 491 9755</p>
1.2.1.2	<p>The engineer's address for receipt of communication is:</p> <p>Telephone: (012) 003 0011 Facsimile: 086 206 4786</p> <p>e-mail: info@lazwiengineering.co.za</p> <p>Address: Office 13 Block B, Eco Fusion 6, 320 Witch-Hazel Avenue, Centurion, 0157</p>
1.1.1.26	The Pricing Strategy is Re-measurement Contract
3.2	<p>The Employers Agent is required in terms of his appointment with the employer to obtain the following specific approvals from the employer: e.g.</p> <ol style="list-style-type: none"> 1. Approval of extension of time; 2. Approval of additional costs; 3. Approval of variation orders; 4. Approval of penalties; 5. Approval from Bushbuckridge Local Municipality for the utilization of any Contingencies.
5.1.1 and 5.8.1	<p>The non-working days are Sundays</p> <p>The special non working days are:</p> <ol style="list-style-type: none"> 1. the public holidays or a selection of the public holidays, for example certain religious holidays. <p>The year end break commences on 14 December 2018 and ends on 2 January 2019</p>
5.3	The Works are to be commenced within fourteen (14) Days of the Commencement Date taken as Date of Site Hand-over.

Clause	
5.3.1	<p>The documentation required before commencing with the Works are:</p> <ol style="list-style-type: none"> 1. Health and Safety Plan (Refer to Clause 4.3) 2. Initial programme (Refer to Clause 5.6) 3. Security (Refer to Clause 6.2) <p>Insurance (Refer to Clause 8.6)</p>
5.3.2	The time to submit the documentation required before commencement of the Works is Twenty Eight (28) days.
5.6	The Programme of Works to be delivered within fourteen (14) days of the Commencement Date taken as Date of Site Hand-over
5.13.1	The penalty for delay is R5000 per calendar day or part thereof.
5.14.1	<p>The requirements for achieving Practical Completion are:</p> <ul style="list-style-type: none"> • Construction of a Water Treatment Plant • Construction of internal reticulation networks for Six (6) villages as summarized as follows: <ul style="list-style-type: none"> - 54900m of 75mm uPVC class 9 pipes - 14125m of 110mm uPVC class 9 pipes - 366m of 125mm uPVC class 9 pipes - All related fittings and valves
5.16.3	The latent defect liability period is 10 years after the date of the final approval certificate
6.2	The Contractor shall deliver to the Employer's Agent, as part of the documentation required before commencing with the Works in accordance with Clause 5.3.1, at his cost, the type of security for the due performance of the contract. The Security is to contain the same wording as the document included as C1.3 under returnable documents.
6.2	The amount of the Security is to be 10% of the Contract Price.
6.2	The Security is to be delivered twenty eight (28) days after the Letter of Acceptance.
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%
6.10.3	The limit of retention money is 10% of the tender sum (excluding CPA and VAT).
8.6.1.1.2	The value of Plant and materials supplied by the Employer to be included in the insurance sum is Not Required
8.6.1.3	The limit of indemnity for liability insurance required should not be less than the contract amount.
10.5.3	The number of Adjudication Board Members to be appointed is one (1).

Clause																
8.6.1	The following additional and varied insurances are required: CAR & SASRIA.															
6.5.4	Daywork allowances as tendered in Section 1200 of the Bill of Quantities: Materials at cost plus 15%.															
6.8.2	<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> $(1-x) \left[\frac{aLt}{Lo} + \frac{bPt}{Po} + \frac{cMt}{Mo} + \frac{dFt}{Fo} - 1 \right]$ <p>Fixed : Estimate less than R10 000 000 or period less than 6 months</p> <p>CPA: Estimate more than R10 000 000 or a contract period of more than 6 months. Projects predominantly:</p> <table><tr><td>New Road Construction</td><td>Rehabilitation</td><td>Concrete Work (major structures only)</td></tr><tr><td>a = 0,20</td><td>0,20</td><td>0,15</td></tr><tr><td>b = 0,40</td><td>0,35</td><td>0,20</td></tr><tr><td>c = 0,25</td><td>0,35</td><td>0,55</td></tr><tr><td>d = 0,15</td><td>0,10</td><td>0,10</td></tr></table> <p>“L” is the “Labour Index” and shall be the “Consumer Price Index” for the urban area nearest to the Site as specified by the Employers Agent in the Appendix to the Tender and as published in the Statistical News Release, P0141, Table 7.1 (previously P0141.1 Table 21) of Statistics South Africa.</p> <p>“P” is the “Plant Index” and shall be the “Civil Employers Agenting Plant Index” as published in the Statistical News Release P0142.1, Table 12 (previously P0142.1 Table 16) of Statistics South Africa.</p> <p>“M” is the “Materials Index” and shall be the “Civil Employers Agenting Materials Index” as published in the Statistical News Release P0142.1, Table 11 (previously P0142.1 Table 15) of Statistics South Africa.</p> <p>“F” is the “Fuel Index” and shall be the “Diesel at wholesale level – Coast/Witwatersrand Index” as published in the Statistical News Release P0142.1, Table 12 (previously 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 Employers Agent shall estimate the value of such index. Any correction, which may be necessary when the correct indices become known, shall be made by the Employers Agent in subsequent payment certificates.</p>	New Road Construction	Rehabilitation	Concrete Work (major structures only)	a = 0,20	0,20	0,15	b = 0,40	0,35	0,20	c = 0,25	0,35	0,55	d = 0,15	0,10	0,10
New Road Construction	Rehabilitation	Concrete Work (major structures only)														
a = 0,20	0,20	0,15														
b = 0,40	0,35	0,20														
c = 0,25	0,35	0,55														
d = 0,15	0,10	0,10														

Clause	
	<p>The urban area nearest the site is Mokopane</p> <p>The base month is November 2018.</p>
6.8.3	<p>The following are special materials: Bitumen binder extracted from petroleum based products and used on site, including that used in asphalt, irrespective of whether it is produced and/or placed by the Contractor or an approved subcontractor.</p> <p>The rates and prices for the special materials shall be furnished by the contractor, which rates and prices ex refinery with the base date specified under 6.8.2 and shall exclude VAT but shall include all other obligatory taxes and levies on the basis specified in the contract price adjustment schedule (paragraph 4(i) and 4(ii)).</p>
10.3.1/10.3.2	Disputes are to be referred to Adjudication Board.
10.7.1	Disputes are to be referred for final settlement to arbitration.
	<p>Time within which payment to contractor for works done must be made:</p> <p>30 days after measurement of Works by the Engineer.</p>
	All labourers to be paid the sum of R140.24 per working day
	Interest to be paid by Client on delayed payment: Prime interest rate
	<p>Payment for LI Component of 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 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																	
1.1.1.9	The contractor is																
1.2.1.2	<p>The contractor's address for receipt of communication is:</p> <p>Telephone: Facsimile:.....</p> <p>e-mail:.....</p> <p>Address:.....</p>																
1.1.1.14	The time for achieving Practical Completion is																
6.2.1	<p>The security to be provided by the Contractor shall be one of the following:</p> <table border="1"> <thead> <tr> <th>Type of security <i>(Value Added Tax is included from the Contract Sum and the value of the Works for calculating the percentages)</i></th><th>Contractor's choice <i>(Indicate "Yes" or "No")</i></th></tr> </thead> <tbody> <tr> <td>Cash deposit of% of the Contract Sum.</td><td></td></tr> <tr> <td>Fixed Performance Guarantee of % of the Contract Sum.</td><td></td></tr> <tr> <td>Variable Performance Guarantee of % of the Contract Sum for the first period and % of the Contract Sum for the second period.</td><td></td></tr> <tr> <td>Retention of% of the value of the Works.</td><td></td></tr> <tr> <td>Cash deposit of% of the Contract Sum plus retention of% of the value of the Works.</td><td></td></tr> <tr> <td>Fixed Performance guarantee of% of the Contract Sum plus retention of% of the value of the Works.</td><td></td></tr> <tr> <td>Variable Performance Guarantee of % of the Contract Sum for the first period and % of the Contract Sum for the second period plus retention of % of the value of the Works.</td><td></td></tr> </tbody> </table>	Type of security <i>(Value Added Tax is included from the Contract Sum and the value of the Works for calculating the percentages)</i>	Contractor's choice <i>(Indicate "Yes" or "No")</i>	Cash deposit of% of the Contract Sum.		Fixed Performance Guarantee of % of the Contract Sum.		Variable Performance Guarantee of % of the Contract Sum for the first period and % of the Contract Sum for the second period.		Retention of% of the value of the Works.		Cash deposit of% of the Contract Sum plus retention of% of the value of the Works.		Fixed Performance guarantee of% of the Contract Sum plus retention of% of the value of the Works.		Variable Performance Guarantee of % of the Contract Sum for the first period and % of the Contract Sum for the second period plus retention of % of the value of the Works.	
Type of security <i>(Value Added Tax is included from the Contract Sum and the value of the Works for calculating the percentages)</i>	Contractor's choice <i>(Indicate "Yes" or "No")</i>																
Cash deposit of% of the Contract Sum.																	
Fixed Performance Guarantee of % of the Contract Sum.																	
Variable Performance Guarantee of % of the Contract Sum for the first period and % of the Contract Sum for the second period.																	
Retention of% of the value of the Works.																	
Cash deposit of% of the Contract Sum plus retention of% of the value of the Works.																	
Fixed Performance guarantee of% of the Contract Sum plus retention of% of the value of the Works.																	
Variable Performance Guarantee of % of the Contract Sum for the first period and % of the Contract Sum for the second period plus retention of % of the value of the Works.																	
6.8.3	The rate for special materials, exclusive of Value Added Tax is to be completed in Schedule T2.3 C.																

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

Add the following subclauses:

"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."

6.9 Subcontract as a condition of tender

The appointment of the sub-contractors under this contract will be managed and procured in line with the Mogalakwena Local Municipality's "Supply Chain Management Policy 2018/19." The Subcontractor will have to meet the minimum CIDB grading requirements and all other qualifications stipulated in the Mogalakwena Local Municipality's "Supply Chain Management Policy 2018/19."

30% of the contract amount must be subcontracted to SMME's within Mogalakwena Municipal area of jurisdiction.

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 30 % of the Tender Sum)"

Add the following subclause:

"50.1.7 Variations exceeding 30% per cent

Where the decrease or increase in the quantity of work has not resulted from a written variation order (or an additional agreement) in terms of clause 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 30 % from the quantity given in the bill of quantities so that the scale of activities or the method of construction consequently changes to such an extent that the tendered rate or sum no longer applies. In such case the 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 30 %, determine a sum which will be equitable in the circumstances, and shall certify that such sum shall be deducted from or added to the sums owing to the Contractor."

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

58.1.1 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.....	C.30
C2.2	BILL OF QUANTITIES.....	C.32
C2.3	SUMMARY OF BILL OF QUANTITIES	C.32
C2.4	CALCULATION OF TENDER SUM	C.32

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.

C2.2 BILL OF QUANTITIES

C2.3 SUMMARY OF BILL OF QUANTITIES C.32

C2.4 CALCULATION OF TENDER SUM C.32

MOGALAKWENA LOCAL MUNICIPALITY

CONTRACT NO: 21-2018/19

SEEMA/MAPILA MINI WATER SCHEME 25

(SEEMA, GA-CHOKWE, MATLOU, LELAKA, HANS AND SKIMMING VILLAGES)

SCHEDULE A**SABS 1200 A : PRELIMINARY AND GENERAL**

ITEM NO.	PMT. REFER.	DESCRIPTION	UNIT	QTY.	RATE	AMOUNT
A	SABS 1200A	<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	1,00		
	8.3.2.1	<u>Facilities for Engineer (SABS 1200AB)</u>				
A.1.1	PSAB8.2.2(a)	a) Furnished Office with Aircon & covered packing	Sum	1,00		
	PSAB8.2.2(b)	b) Telephone and Fax	Sum	1,00		
	PSAB8.2.2(c)	c) Nameboards (4 off)	Sum	1,00		
	PSAB8.2.2(d)	d) Survey assistants and equipment	Sum	1,00		
	PSAB8.2.2(e)	e) Ablution facility	Sum	1,00		
	8.3.2.2	<u>Facilities for Contractor</u>				
A.1.2	PS 8(a)	a) Offices and storage sheds	Sum	1,00		
A.1.3	PS 8(c)	b) Temporary fencing of site	Sum	1,00		
A.1.4	PS 8(f)	c) Living accommodation	Sum	1,00		
5A.1.6	PS 8(d)	d) Ablution and latrine facilities	Sum	1,00		
A.1.6	PS 8(g)	e) Tools and equipment	Sum	1,00		
A.1.7	PS 7	f) Water supplies, electric power and communication	Sum	1,00		
A.1.8	PS 2	g) Access (Subclause 5.8)	Sum	1,00		
		<u>Features Requiring Special Attention</u>				
A.1.9	PS 14 PS 15.11	Compliance with Health, Safety and Safety File	Sum	1,00		
A.1.10	PSA 8.3.3	Other fixed-charge obligations	Sum	1,00		
A.1.11	8.3.4	Removal of site establishment	Sum	1,00		
TOTAL CARRIED FORWARD TO NEXT PAGE						

MOGALAKWENA LOCAL MUNICIPALITY

CONTRACT NO: 21-2018/19

SEEMA/MAPILA MINI WATER SCHEME 25

(SEEMA, GA-CHOKWE, MATLOU, LELAKA, HANS AND SKIMMING VILLAGES)

SCHEDULE A

SABS 1200 A : PRELIMINARY AND GENERAL

ITEM NO.	PMT. REFER.	DESCRIPTION	UNIT	QTY.	RATE	AMOUNT
TOTAL BROUGHT FORWARD						
A.2	8,4	TIME-RELATED ITEMS				
A.2.1	8.4.1	Contractual Requirements	Sum	1,00		
	8.4.2	Operate and maintain facilities on the Site:				
	8.4.2.1	<u>Facilities for Engineer (SABS 1200AB)</u>				
A.2.2	PSAB8.2.2(a)	a) Offices and storage sheds	Sum	1,00		
A.2.3	PSAB8.2.2(b)	b) Telephone and Fax	Sum	1,00		
A.2.4	PSAB8.2.2(c)	c) Nameboards	Sum	1,00		
A.2.5	PSAB8.2.2(d)	d) Survey assistants and equipment	Sum	1,00		
A.2.5.1	PSAB8.2.2(e)	e) Ablution facility	Sum	1,00		
	8.3.2.2	<u>Facilities for Contractor</u>				
A.2.6	PS 8(a)	a) Offices and storage sheds	Sum	1,00		
A.2.7	PS 8(f)	b) Living accommodation	Sum	1,00		
A.2.8	PS 8(d)	c) Ablution and latrine facilities	Sum	1,00		
A.2.9	PS 8(g)	d) Tools and equipment	Sum	1,00		
A.2.10	PS 7	e) Water supplies, electric power and communication	Sum	1,00		
A.2.11	PS 2	f) Access (Subclause 5.8)	Sum	1,00		
	PS 14	<u>Features Requiring Special Attention as per Engineers approval</u>				
A.2.12	8.4.3	Supervision for duration of Construction	Sum	1,00		
TOTAL CARRIED FORWARD TO NEXT PAGE						

MOGALAKWENA LOCAL MUNICIPALITY

CONTRACT NO: 21-2018/19

SEEMA/MAPILA MINI WATER SCHEME 25

(SEEMA, GA-CHOKWE, MATLOU, LELAKA, HANS AND SKIMMING VILLAGES)

SCHEDULE A**SABS 1200 A : PRELIMINARY AND GENERAL**

ITEM NO.	PMT. REFER.	DESCRIPTION	UNIT	QTY.	RATE	AMOUNT
TOTAL BROUGHT FORWARD						
A.2.13	8.4.4.	Company and head office overhead costs for duration of construction	Sum	1,00		
	8.4.5	Occupational Health & Safety Act 1993: Health and Safety Specification				
A.2.14		a) Compliance with the Environmental Management Plan	Sum	1,00		
A.2.15		b) Additional survey required by Engineer	Sum	1,00		
A.2.16		c) Compiling As-built drawings	Sum	1,00		
A.3	8,5	PROVISIONAL SUMS				
A.3.1	PSA 8.5(a)1	Community Liaison Officer	P.Sum	1	292 320	292 320
A.3.2	PSA 8.5(a)2	Handling cost and profit in respect of A.3.1	%			
A.3.3	PSA 8.5(b)1	Training as will be determined by client	P.Sum	1,00	290000,00	290 000
A.3.4	PSA 8.5(b)2	Handling cost and profit in respect of A.3.3	%			
A.3.5	PSA 8.5(c)1	Student Training	P.Sum	1	60 000	60 000
A.3.6	PSA 8.5(c)2	Handling cost and profit in respect of A.3.5	%			
A.3.7	PSA 8.5(d)1	Stipend for PSC Sitzings	P.Sum	1	15 660	15 660
A.3.8	PSA 8.5(d)2	Handling cost and profit in respect of A.3.7	%			
A.4	8,6	PRIME COST SUMS				
A.4.1	PS 10	Pipe and Fitting Inspection Services for factory and site inspections	P.Sum	1,00	200000,00	200 000
A.4.2	PS 11	Handling cost and profit in respect of sub-item PS 10	%			
A.4.3	PS 12	Provisional work as directed by the Engineer	P.Sum	1,00	150000,00	150 000
A.4.4	PS 13	Handling cost and profit in respect of sub-item PS 12	%			
A.4.5	PS 14	Provision for Assessment of Environmental Management Plant	P.Sum	1,00	150000,00	150 000
A.4.6	PS 15	Handling cost and profit in respect of sub-item PS 14	%			
TOTAL CARRIED FORWARD TO NEXT PAGE						

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(SEEMA, GA-CHOKWE, MATLOU, LELAKA, HANS AND SKIMMING VILLAGES)

SCHEDULE A

SABS 1200 A : PRELIMINARY AND GENERAL

ITEM NO.	PMT. REFER.	DESCRIPTION	UNIT	QTY.	RATE	AMOUNT
TOTAL BROUGHT FORWARD						
A.5	8,7	DAY WORKS (Provisional)				
		Dayworks - Labour				
A.5.1		a) Contractor's Representative	hr	-		Rate Only
A.5.2		b) Qualified Artisan (.....hr/workday)	hr	-		Rate Only
A.5.3		c) Foreman, Team-leader (.....hr/workday)	hr	-		Rate Only
A.5.4		d) Semi-skilled labourer (.....hr/workday)	hr	-		Rate Only
		Dayworks - Plant				
A.5.5		Water Tanker (Specify capacity)				
		a) .....m ³ (small)	hr	-		Rate Only
		b) .....m ³ (large)	hr	-		Rate Only
A.5.6		Tipper Truck (Specify capacity)				
		c) .....m ³ (small)	hr	-		Rate Only
		d) .....m ³ (large)	hr	-		Rate Only
A.5.7		Flat bed truck (Specify capacity)				
		e) Ton (small)	hr	-		Rate Only
A.5.8		f) LDV	hr	-		Rate Only
A.5.9		g) 4X4 T.L.B (Tractor Loader Backactor)	hr	-		Rate Only
A.5.10		h) Compactor: (Specify size)	hr	-		Rate Only
A.5.11		i) Concrete mixer (Specify dry/wet capacity) (.....m ³ /.....)	hr	-		Rate Only
A.6	8,8	TEMPORARY WORKS				
A.6.1	PS A 8.8.2	Accommodation of traffic	Sum	1,00		
TOTAL CARRIED FORWARD TO SUMMARY PAGE						

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ITEM NO.	LI	PMT. REFER.	DESCRIPTION	UNIT	QTY.	RATE	AMOUNT
TOTAL BROUGHT FORWARD							
DB.4		8.3.4	Particular Items				
DB.4.1	LI	PSDB 8.3.4(a)	Shore trench opposite structure or services	m	-		Rate Only
DB.4.2	LI	PSDB 8.3.4(b)	Temporary works: Control underground water	m	3123		
DB.5		8.3.5	Existing Services				
		PSDB 8.3.5(a)	Services that intersect the trench (PROVISIONAL)				
DB.5.1	LI		Water mains up to 450 mm diam.	No.			Rate Only
DB.5.2	LI		Telephone cables / Low voltage cables	No.			Rate Only
DB.5.3	LI		Escom electricity over-head cables	No.			Rate Only
		PSDB 8.3.5(b)	Services that adjoin a trench				
DB.6		8.3.6	Finishings				
DB.6.1	LI	PSDB 8.3.6.1	Reinstate road surfaces complete with all courses	m²	286		
DB.6.2	LI	8.3.6.1(c)	Asphalt of thickness 50mm in road way	m²	91		
TOTAL CARRIED FORWARD TO SUMMARY PAGE							

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ITEM NO.	LI	PMT. REFER.	DESCRIPTION	UNIT	QTY.	RATE	AMOUNT
TOTAL BROUGHT FORWARD							
L.2.1.16			125mm 90°	No.	3		
L.2.2			uPVC REPAIR COUPLINGS FOR uPVC PIPES				
L.2.2.1			75mm	No.	49		
L.2.2.2			90mm	No.	16		
L.2.2.3			110mm	No.	16		
L.2.2.4			125mm	No.	5		
L.2.3			uPVC REDUCERS FOR uPVC PIPES				
L.2.3.1			90 x 75mm	No.	74		
L.2.3.2			110 x 75mm	No.	30		
L.2.3.3			110 x 90mm	No.	25		
L.2.3.4			125 x 110mm	No.	19		
L.2.4			uPVC EQUAL TEE				
L.2.4.1			75mm	No.	112		
L.2.4.2			90mm	No.	49		
L.2.4.3			110mm	No.	25		
L.2.4.4			125mm	No.	11		
L.2.5			uPVC REDUCING TEE				
L.2.5.1			90 x 75mm branch	No.	30		
L.2.5.2			110 x 90mm branch	No.	25		
L.2.5.3			125 x 110mm branch	No.	16		
TOTAL CARRIED FORWARD TO NEXT PAGE							

ITEM NO.	LI	PMT. REFER.	DESCRIPTION	UNIT	QTY.	RATE	AMOUNT
TOTAL BROUGHT FORWARD							
L.2.6		PSL8.2.3	Extra-over 8.2.1 for the Supply, Fixing and Bedding of AVK or similar Valves with socket ends complete as per detailed drawings, including valve chambers				
			On uPVC pipes:				
L.2.6.1			75mm	No.	57		
L.2.6.2			90mm	No.	27		
L.2.6.3			110mm	No.	11		
L.2.6.4			125mm	No.	8		

ITEM NO.	LI	PMT. REFER.	DESCRIPTION	UNIT	QTY.	RATE	AMOUNT
TOTAL CARRIED FORWARD TO NEXT PAGE							
TOTAL BROUGHT FORWARD							
L.3.4		PSL8.2.19	Valve chambers Valve chambers complete as per detailed drawing, including all excavation, backfill and ancillaries at:				
L.3.4.1			Air valves	No.			Rate Only
L.3.4.2			Scour valves with scour structure	No.			Rate Only
L.3.5		PG 16.3	Marking of valve chambers Mark valve chambers to denote the contents as per project specification	No.			Rate Only
L.3.6	LI	PG 9.7	Protection of flexible couplings and flanges Extra over item 8.2.1 above for protection of underground flanged couplings with petroleum mastic and tape wrapping	No.	191		
L.3.7	LI	8.2.11	Anchor / Thrust Blocks and Pedestals 20/19MPa concrete to thrust blocks and the like, including shuttering. Excavation measured elsewhere.	m³	962		
L.3.8	LI		Concrete casing 25MPa concrete bedding and encasing to all diameter of pipes, including shuttering and blinding. Excavation, straps and reinforcing measured elsewhere.	m³	286		
TOTAL CARRIED FORWARD TO SUMMARY PAGE							

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MOGALAKWENA LOCAL MUNICIPALITY**CONTRACT NO: 21-2018/19****SEEMA/MAPILA MINI WATER SCHEME 25***(SEEMA, GA-CHOKWE, MATLOU, LELAKA, HANS AND SKIMMING VILLAGES)***SUMMARY OF SCHEDULES**

<u>SCHEDULE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
SCHEDULE A	SABS 1200 A : PRELIMINARY AND GENERAL	.....
SCHEDULE C	SABS 1200 C: SITE CLEARANCE	.....
SCHEDULE D	SABS 1200 D : EARTHWORKS	.....
SCHEDULE DB	SABS 1200 DB : EARTHWORKS (PIPE TRENCHES)	.....
SCHEDULE L	SABS 1200 L : MEDIUM PRESSURE PIPELINES	.....
SCHEDULE LB	SABS 1200 LB : BEDDING	.....
SCHEDULE LF	SABS 1200 LF : STANDPIPES	.....
SCHEDULE PIP	WATER PURIFICATION PLANT	.....
SUB TOTAL "A"	<i>(Schedule A+C+D+DB+L+LB+PI+PSET)</i>	
CONTINGENCY ALLOWANCE: Provide the sum of 5% of Total "A" for contingencies to be approved by the Client (MLM) and deduct in whole or in part if not required. <i>(Sub Total "A" * 5%)</i>		.....
SUB TOTAL "B"	<i>(Sub Total "A" + Contingency Allowance)</i>	
CPA: Contract Price Adjustment @ 2.5%		.....
SUB TOTAL "C"	<i>(Sub Total "B" + CPA)</i>	
ADD 15% VAT	<i>(Sub Total "B" * 15%)</i>	.....
TOTAL	<i>(Sub Total "B" + 15% VAT, Carried forward to Form of Tender)</i>	

PART C3: SCOPE OF WORK

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MOGALAKWENA MUNICIPALITY

CONSTRUCTION OF SEEMA/MAPILA MINI WATER SCHEME 25 (SEEMA, GA-CHOKWE, MATLOU, LELAKA, HANS AND SKIMMING VILLAGES) IN MOGALAKWENA LOCAL MUNICIPALITY

C3 SCOPE OF WORK

1 DESCRIPTION OF THE WORKS

1.1 Employer's objectives

The employer's objectives are to deliver public infrastructure using labour intensive methods in accordance with EPWP Guidelines and in so doing provide work place training opportunities to learners who have a Learnership Agreements with the Construction Education and Training Authority

Labour-intensive Work

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

Competencies of Management and Supervisory 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.

1.2 Extent of the works

The project scope focuses on the provision of internal supply of water infrastructure incorporating the following works:

- Construction of internal water reticulation networks
- Connection to bulk water storage facilities (mostly steel tanks)
- Construction of a Water Purification Plant

1.3 Location of the works

The Seema/Mapila Mini Water Scheme consists of 10 villages located within the Mogalakwena Municipality about 20 km North East of Mokopane town. The Table below gives details of the villages and location for this contract:

Item No:	VILLAGE	Latitude (S)	Longitude (E)	Area (ha)
1	Seema	24° 1' 0.00"	28° 52' 24.00"	54
2	Ga-Chokwe	24° 1' 16.16"	28° 51' 41.85"	104
3	Matlou	24° 0' 47.22"	28° 51' 39.77"	42
4	Lelaka	24° 1' 25.97"	28° 51' 3.84"	197
5	Hans	23° 59' 53.92"	28° 52' 23.72"	173
6	Skimming	23° 59' 4.24"	28° 53' 12.25"	305

2 Drawings

The following drawings are applicable to the contract:

- **Key plans:**
 - Locality Layout – LE-MLM-LP-02
 - Locality Layout – LE-MLM-LP-03
 - Locality Layout – LE-MLM-LP-04

The drawings used for setting up the Bills of Quantities are as follows:

- **Civil engineering drawings**

3 Procurement

3.1 Preferential procurement procedures

The works shall be executed in accordance with the conditions attached to preferences granted in accordance with the preferencing schedule.

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 current version of 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 workers

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

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

C3.1.7.23 Provision of 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 Attendance register /pay sheets of temporary workers and permanent staff detailing the number, category, gender, rate of pay and daily attendance.
- (b) Copies of 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

3.2 Scope of mandatory subcontract work

The following portions of the works shall be subcontracted to CIDB registered contractors in accordance with the subcontracting procedures described hereunder.

Competitive tenders shall be invited in respect of each of the above portions of the works in accordance with the relevant provisions of the latest edition of the CIDB Standard for Uniformity in Construction Procurement. The Contract Data in the associated procurement documents shall be based on the use of CIDB Standard subcontract (labour only), SAFCEC General conditions of subcontract (2003 edition) (select appropriate option), with minimal project specific variations and amendments that do not change their intended usage.

The Employer together with the Contractor shall evaluate the tenders received in accordance with the provisions of the Standard Conditions of Tender contained in Annex F of Standard for Uniformity in Construction Procurement. The evaluation panel shall comprise equal representatives from the Employer and from the Contractor.

The Contractor shall without delay enter into contract with the successful tendering subcontractor based on their accepted tender submission. The Contractor shall remain responsible for providing the subcontracted portion of the works as if the work had not been subcontracted.

4 Construction**4.1 Applicable SANS 2001 standards for construction works**

The following parts of SANS 2001 Construction works standards and associated specification data are applicable to the works:

- 1) SANS 2001.....
- 2) SANS 2001.....

The abovementioned South African National Standards make several references to the Specification Data for data, provisions and variations that make these standards applicable to this contract. The Specification Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and these standards.

Each item of Specification Data given below is cross-referenced to the clause in the standard to which it mainly applies.

The associated Specification Data is as follows:

SANS 2001-.....	
Essential Data:	
Clause	Specification data
Variations: 1)..... 2).....	
Additional clauses: 1).....	

4.2 Applicable national and international standards

- South African Standard code of Practice: SABS 0400-1900;
- SANS 10162-1: 2005 (The Structural Use of Steel);
- Guidelines for Human Settlement Planning and Design;
- Guidelines for Services and Amenities in Developing Communities, as prepared by the Department of Development Aid
- Department of Water Affairs and Forestry, *RDP Rural Water Supply Design Criteria Guidelines, Second Edition, 2004*.

4.3 Particular / generic specifications

The relevant provisions of the SABS 1200 Standard Specification for Road and Bridge Works for State Authorities (1998 edition) shall apply to the contract with the following amendments:

- 1115 Replace clause with the following:
 The general conditions of contract are the General Conditions of Contract for Construction Works (2004) as published by the South African Institution of Civil Engineering read in conjunction with the Contract Data.
- 1202 Replace "Clause 15" with "Clause 12".
- 1206 Replace the first sentence with the following:
 The contractor shall comply with all legal provisions in regard to surveying and setting out work.
- 1209(e) Replace "Clause 52" with "Clauses 29 and 49.2".
- 1210 Replace "Clause 54" with "Clause 51".

1212(1) Replace "Clause 49" with "Clause 46".

1215 Replace "Clause 45" with "Clause 42".

1217 Replace "Clause 35" with "Clause 31".

1303 Replace "Clauses 49 and 53" with "Clause 50".

13.01(3) Replace "Clauses 12 and 45" with "Clauses 1.1.4 and 42".

14.03(c) Replace "Clause 40(1)" with "Clause 37".

1505 Replace "Clauses 40 and 53" with "Clause 37".

3204(b)(iii) Replace "Clauses 40 and 53" with "Clause 37".

4.4 EPWP labour intensive specification

4.4.1 Labour intensive competencies of supervisory and management staff

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.

Contractors having a CIDB contractor grading designation of 3CE PE/4CE and higher shall only engage supervisory and management staff in labour intensive works who have either completed, or for the period 1 April 2004 to 30 June 2006, are registered for training towards, the skills programme outlined in Table 1.

The managing principal of the contractor, namely, a sole proprietor, the senior partner, the managing director or managing member of a close corporation, as relevant, having a contractor grading designation of 1CE, 2CE, 3CE and 4CE shall have personally completed,

or for the period 1 April 2004 to 30 June 2006 be registered on a skills programme for the NQF level 2. All other site supervisory staff in the employ of such contractors must have completed, or for the period 1 April 2004 to 30 June 2006 be registered on a skills programme for, the NQF level 2 unit standards or NQF level 4 unit standards.

Table 1: Skills programme for supervisory and management staff

Personnel	NQF level	Unit standard titles	Skills programme description
Team leader / supervisor	2	Apply Labour Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, and
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	

		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Foreman/ supervisor	4	Implement labour Intensive Construction Systems and Techniques	This unit standard must be completed, and
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	} any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Site Agent / Manager (i.e. the contractor's most senior representative that is resident on the site)	5	Manage Labour Intensive Construction Processes	Skills Programme against this single unit standard

4.4.2 Employment of unskilled and semi-skilled workers in labour-intensive works

4.4.2.1 Requirements for the sourcing and engagement of labour.

4.4.2.1.1 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.

4.4.2.1.2 The rate of pay set for the EPWP is R 140.24 per task or per day.

4...2.1.3 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.

4...2.1.4 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 4...2.1.3.

4...2.1.5 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

4....2.1.6 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 25; and
- c) 2% on persons with disabilities.

4.2.2 Specific provisions pertaining to SANS 1914-5

4.2.2.1 Definitions

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

4....2.2.2 Contract participation goals

4.2.2.2.1 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.

4.2.2.2.2 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.

4...2.2.3 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.

4...2.2.2.4 Variations to SANS 1914-5

4...2.2.2.4.1 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.

4...2.2.2.4.2 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.

4...2.2.2.5 Training of targeted labour

4...2.2.2.5.1 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.

4...2.2.2.5.2 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.

4...2.2.2.5.3 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.

4...2.2.2.5.4 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.

4...2.2.2.5.5 The contractor shall do nothing to dissuade targeted labour from participating in training programmes.

4...2.2.2.5.4 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 4...2.2.2.5.4 above.

4...2.2.2.5.5 Proof of compliance with the requirements of 4...2.2.2.5.2 to 4...2.2.2.5.6 must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

4... Certification by recognized bodies

(Compiler to state, if applicable, which institutions may certify items for inclusion in the works and building systems, e.g. Agrément Board of South Africa.)

4... Plant and materials provided by the employer

None

4... Services and facilities provided by the employer

(Compiler to state the facilities and the services which are to be provided by the employer subject to the contractor accepting that the employer is unable to guarantee they will be available at all times and always in the form or location stated:

- *water: location, quality, approximate pressure, source, etc.;*
- *electricity: location, phase, source, etc.;*
- *telecommunication services: location of lines etc.;*
- *ablution facilities: nature and location;*
- *accommodation: nature and location;*
- *medical / first-aid facilities: nature and location;*
- *fire protection services: nature and location; and*
- *other: describe as appropriate.*

Compiler to state requirements, as necessary, for the contractor to

- *hook up to, and distribute, water, electricity and telecommunication services,*
- *provide stand-by or back up for each service or facility the employer may provide, in the event of its interruption or failure,*
- *clear up and make good when the service or facility is no longer required, leave the employer's facilities in the condition they were before the contractor first made use of them, fair wear and tear excepted, and*
- *continuously clear and dispose of waste and surplus materials to maintain the site in a tidy state.)*

4... Plant and equipment

The plant and equipment used on the site shall not be inferior to that described in the Schedule of Plant and Equipment.

5 Management

5.... Applicable SANS 1921 standards

The following parts of SANS 1921 Construction works standards and associated specification data are applicable to the works:

- 1) SANS 1921.....
- 2) SANS 1921.....

The abovementioned South African National Standards make several references to the Specification Data for data, provisions and variations that make these standards applicable to this contract. The Specification Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and these standards.

Each item of Specification Data given below is cross-referenced to the clause in the standard to which it mainly applies.

The associated Specification Data is as follows:

SANS 1921-1, Construction and management requirements for works contracts – Part 1: General engineering and construction works	
Clause	Specification data
Essential data	
4.1.7	There are no requirements for drawings, information and calculations for which the contractor is responsible
4.2.1	The responsibility strategy assigned to the contractor for the works is A.
4.2.2	The Civil engineer is Mr. D.W Ntuli
4.3.1	<p>The planning, programme and method statements are to comply with the following:</p> <p>1).....</p> <p>2).....</p> <p>3).....</p> <p>State requirements for format of programme, level of detail, critical path activities and their dependencies, frequency of updating, etc., if not provided in the contract data. Provide particulars of phased completion, programme constraints, milestone dates for completion, etc., as necessary.</p> <p>State requirements for sequencing, as required.</p> <p>State any requirements for software for programmes.</p>
4.3.3	The notice period for inspection is prior and during the construction days
4.7.3	<p>The overbreak allowances for blasting are provided for in the scope of work.</p> <p><i>(Compiler to include the above if appropriate or specify the overbreak allowances if not provided elsewhere)</i></p>

4.9.3	The trees and shrubs which are not to be disturbed are identified in the scope of work. <i>(Compiler to state requirements if not covered elsewhere in the scope of work)</i>
4.12.2	The samples of materials, workmanship and finishes that the contractor is to provide and deliver to the employer are: 1) None
4.12.2	The fabrication drawings that the contractor is to provide and deliver to the employer are: 1)..... 2).....

4.14.3	The office accommodation, equipment, accommodation for site meetings and other facilities for use by the employer and his agents are: 1) Site office which shall be used for site meetings and for the contractor's use. Such an office shall comprise a minimum of 20m ² in area and 3 m high, be ventilated, have good lamination, must be reasonably sound proof, and have a hard floor construction. It shall be furnished with a desk on which drawings can be rolled open and on which there is sufficient writing space and sufficient temporary chairs or benches to accommodate all persons present at site meetings. 2).....
4.14.5	The Contractor is required to provide latrine and ablution facilities. <i>(Compiler to include if a requirement)</i>
4.14.6	The requirements for the provision and erection of separate sign boards for consultants and subcontractors are: 1) The boards must comply with the official standard type signboard of the Employer and be at least 2750 x 1800 mm high. 2) The boards must be constructed with a firm flat exposed face using suitable material of firm construction, painted and lettered according to the standard drawings available from the Employer on request and mounted on sturdy pipe-standards at a height of 1800 mm above natural ground level.
4.17.1	The requirements for the termination, diversion or maintenance of existing services are: 1)..... 2).....
4.17.3	Services which are known to exist on the site are: 1).....

	2).....											
4.17.4	The requirements for detection apparatus are: 1) 2)											
4.18	The following standards and specifications shall be in addition to the provisions of 4.18: 1) 2)											
Variations												
1..... 2..... (Compiler to state variations as required)												
Additional clauses												
<p>1 Site meetings and procedures</p> <p>The Employer's Representative and the Contractor shall hold meetings relating to the progress of the works at regular intervals and at other such times as may be necessary. The Contractor shall attend all site meetings and shall ensure that all persons under his jurisdiction are notified timeously of all site meetings should the Employer's Representative require their attendance at such meetings.</p> <p>The Contractor shall keep on site a set of minutes of all site meetings, daily records of resources (people and equipment employed), a site instruction book, a complete set of contract working drawings and a copy of the procurement document and make these available at all reasonable times to all persons concerned with the contract.</p> <p>2 Water and electricity</p> <p>The Employer does not warrant that any water supply or electricity supply that may exist is adequate for the proper execution of the works. The responsibility strategies in terms of the tabulation below that will apply to the contract is:</p> <p>a) water : A/B/C (Compiler to delete that which is not applicable)</p> <p>b) electricity : A/B/C (Compiler to delete that which is not applicable)</p> <table border="1"> <tr> <th rowspan="2">Service</th><th colspan="3">Option</th></tr> <tr> <th>A Contractor responsibility</th><th>B Employer responsibility</th><th>C</th></tr> <tr> <td>Water</td><td>The Contractor is to provide, and remove and make good upon</td><td>The Contractor shall make, and upon completion remove, all the necessary</td><td>The Contractor shall make, and upon completion remove, all the necessary</td></tr> </table>		Service	Option			A Contractor responsibility	B Employer responsibility	C	Water	The Contractor is to provide, and remove and make good upon	The Contractor shall make, and upon completion remove, all the necessary	The Contractor shall make, and upon completion remove, all the necessary
Service	Option											
	A Contractor responsibility	B Employer responsibility	C									
Water	The Contractor is to provide, and remove and make good upon	The Contractor shall make, and upon completion remove, all the necessary	The Contractor shall make, and upon completion remove, all the necessary									

	completion, all the necessary temporary plumbing connections and purchase water from the local authority for the works at his own cost.	connections to the Employer's water supply at designated points and make use of water free of charge for construction purposes only.	connections and water meters to the Employer's water supply at designated points and be responsible for costs associated with all water consumed.
Electricity	The Contractor is to provide, and remove and make good upon completion, all the necessary temporary electrical connections and installations and purchase electricity from the local authority / ESKOM for the works at his own cost.	The Contractor shall make, and upon completion remove, all the necessary electrical connections to the Employer's electrical supply at designated points and make use of electricity free of charge for construction purposes only.	The Contractor shall make, and upon completion remove, all the necessary connections and meters to the Employer's electrical supply and be responsible for costs associated with all electricity consumed.

(Compiler to state requirements for all other temporary facilities necessary for providing the works which are not provided by the employer, including power, water, telecommunications, security services, medical services, fire protection, sanitation and toilets, and waste disposal. The compiler should also give consideration to the following:

- *Specific requirements for quality assurance systems, if necessary, should be stated. (4.4)*
- *Requirements for specific method statements as to how the contractor is going to set out complex works might have to be requested, e.g. at traffic interchanges, or in respect of structures requiring exacting dimensions, e.g. athletics tracks. (4.5)*
- *Specific requirements to restrict the risk of damage to property due to blasting should, as necessary, be stated. (Refer to Code of practice: Lateral Support in Surface Excavations; SAICE Geotechnical Division, 1989).*
- *Where blasting to specified profiles is required, the overbreak allowance should be specified. (4.7)*
- *The requirements of authorities responsible for such services and structures should be stated. (4.8)*
- *State minimum requirements for construction equipment. (4.13_*
- *State facilities which the contractor is to provide, and positions for the establishment of site facilities acceptable to the employer should be described. (4.14.1)*
- *Specific requirements for temporary works should be stated. (4.16)*

SANS 1921-5, Construction and management requirements for works contracts – Part 5: Earthworks activities which are to be performed by hand.

Clause	Specification Data
Essential Data:	
5.1	The depth of trenches which are to be excavated by hand is 1,5 metres.
Additional clauses:	
1	Stone pitching and rubble concrete masonry

	<p>All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, shall be collected, loaded, off loaded and placed by hand.</p> <p>Sand and stone shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m.</p> <p>Grout shall be mixed and placed by hand.</p>
2	<p>Manufactured Elements</p> <p>Elements manufactured or designed by the Contractor, such as manhole rings and cover slabs, precast concrete planks and pipes, masonry units and edge beams shall not individually, have a mass of more than 320kg. In addition the items shall be large enough so that four workers can conveniently and simultaneously acquire a proper hand hold on them.</p>
<p>SANS 1921-6, Construction and management requirements for works contracts – Part 6: HIV/AIDS awareness.</p>	
4.2.1(a)	<p>A qualified service provider is a service provider that is one that is accredited or provisionally accredited training service provider in the HIV/AIDS field. A list of accredited service providers can be obtained from the Construction SETA (CETA) (Tel: 011-265 5900), Health and Welfare SETA (HWSETA) (011-622 6852) or on the Health and Welfare SETA website: www.hwseta.org.za.</p>
<p>Additional clauses</p>	
	<p>The duration of each workshop is not to be less than 2 ½ hours.</p>

5.... Particular / generic specifications

The management of the site shall be in accordance with the provisions of the SABS 1200 Standard Specification for Road and Bridge Works for State Authorities (1998 edition), obtainable from the South African Institution of Civil Engineering.

5... Recording of weather

The Contractor shall erect an effective rainfall gauge on the site and record the daily rainfall figures in a book. Such book shall be handed to the employer's representative for his signature no later than 12 days after rain that is considered to justify an extension of time occurs.

5... Unauthorised persons

The Contractor shall keep unauthorized persons from the works at all times. Under no circumstances may any person except guards be allowed to sleep on the building site.

5.... Management meetings

(Compiler to provide particulars of times, days, location, attendance requirements, etc. as required and state requirements for representatives with the necessary delegated authority in respect of aspects such as planning, change management, and health and safety.)

5.... Forms for contract administration

(Compiler to state requirements, if any, for use of standard forms for contract administration purposes and include examples of such forms after the last clause / sub clause in the scope of work. Also state if forms are available in electronic format.)

5.... Electronic payments

(Compiler to state details required / procedures to obtain electronic payments, as relevant)

5... Daily records

(Compiler to state requirements for daily records of resources (people and equipment employed), or site diaries in respect of work performed on the site, and where such documents are to be kept.)

5.... Payment certificates

(Compiler to state requirements for substantiation of claims in payment certificates to expedite verification and certification by employer.)

5... Permits

(Compiler to state requirements for contractor's staff to have security / entrance permits and the like.)

5... Proof of compliance with the law

(Compiler to state specific documents / methods by which compliance with any legislation is to be verified, as necessary.)

5... Annexes

(Compiler to attach data sheets, drawings, completed returnable schedules, particular specifications (including all Departmental Health and Safety Specifications, drawings, sketches and the like, which are referred to in this document

MOGALAKWENA MUNICIPALITY

CONSTRUCTION OF SEEMA/MAPILA MINI WATER SCHEME 25 (SEEMA, GA-CHOKWE, MATLOU, LELAKA, HANS AND SKIMMING VILLAGES) IN MOGALAKWENA LOCAL MUNICIPALITY

C3: SCOPE OF WORK

C3.1 STANDARD SPECIFICATIONS

C3.2 PROJECT SPECIFICATIONS

PART A: GENERAL

- PS-1** Project Description
- PS-2** Description of the Site and Access
- PS-3** Details of the Works
- PS-4** Construction Management Requirements

PART B: AMENDMENTS TO THE STANDARD SPECIFICATIONS

- B1** Project Specifications Relating to the Standard Specifications and Other Additional Specifications

C3.3 PARTICULAR SPECIFICATIONS

PART C: ENVIRONMENTAL MANAGEMENT PLAN

- C1 General
- C2. Training and Induction of Employees
- C3. Complaints Register and Environmental Incident Book
- C4. Site Cleanliness and Neatness
- C5. Access
- 6. Borrow Pits
- 7. Dust Control / Air Quality
- 8. Fauna
- 9. Fire Prevention and Control
- 10. Grave Sites
- 11. Materials Handling and Spills Management
- 12. Noise
- 13. Pollution Control
- 14. Rivers and Streams
- 15. Safety
- 16. Soil Management
- 17. Worker Conduct
- 18. Traffic Disturbances and Diversions
- 19. Vegetation
- 20. Waste Management

PART D: DAYWORKS

1. Scope
2. Type of Work
3. Materials
4. Construction Plant Hire
5. Salaries and Wages of Workmen
6. Measurement and Payment

PART E: PRECONSTRUCTION HEALTH AND SAFETY SPECIFICATION

1. Introduction and Background
2. Preconstruction Health and Safety specification
 - 2.1 Scope
 - 2.2 Interpretations
 - 2.3 Minimum Administrative requirements
 - 2.4 Health and Safety Induction, Training and Equipment
 - 2.5 Preliminary Hazard Identification and Risk Assessment
 - 2.6 Permits
 - 2.7 Incentives and Penalties
 - 2.8 Specific Project Requirements
3. Financial Provision for Health and Safety
4. Guidelines for the preparation of a Typical H&S Plan

MOGALAKWENA MUNICIPALITY

CONSTRUCTION OF SEEMA/MAPILA MINI WATER SCHEME 25 (SEEMA, GA-CHOKWE, MATLOU, LELAKA, HANS AND SKIMMING VILLAGES) IN MOGALAKWENA LOCAL MUNICIPALITY

C3.1 STANDARD SPECIFICATIONS

The standard specifications on which this contract is based are the SABS 1200 Standardized Specifications.

The following SANS specifications are also referred to in this document and the Contractor is advised to obtain them from Standards South Africa (a division of SABS) in Pretoria.

SANS 10396: 2003:	Implementing Preferential Construction Procurement Policies using Targeted Procurement Procedures
SANS 1914-4 (2002):	Targeted Construction Procurement (local resources)
SANS 1921 – 1 (2004):	Construction and Management Requirements for Works Contracts Part 1: General Engineering and Construction Works and where accommodation of traffic is involved:
SANS 1921-2 (2004):	Construction and Management Requirements for Works Contracts; and Part 2: Accommodation of Traffic on Public Roads Occupied by the Contractor.

MOGALAKWENA MUNICIPALITY**CONSTRUCTION OF SEEMA/MAPILA MINI WATER SCHEME 25 (SEEMA, GA-CHOKWE,
MATLOU, LELAKA, HANS AND SKIMMING VILLAGES) IN MOGALAKWENA LOCAL
MUNICIPALITY****C3.2. Project Specification****SCOPE**

This project specification is set out in two parts. Portion 1 cover a general description of the project, the facilities available, and the requirements to be met. Portion 2 covers variations and additions to standardised or particular specifications that are applicable to the contract.

The numbering method in portion 2 of this project specification deviates as follows from the method suggested in Code of Practice SABS 1200.

Each clause with the prefix PS shall refer to the congruent clause in the appropriate section of the standardised or particular specification. Such clause shall either substitute, or supplement, or amend the clause with the same number. Where there is no such congruent clause in the standardised or particular specification, the PS clause shall be a new clause in the project specification. Any clause that is referred to in the standardised specification will also include the appropriate project specification

PROJECT SPECIFICATION**PORTION 1: THE WORKS****PS 1 GENERAL DESCRIPTION OF WORKS**

This contract entails the construction of the following:

- Construction of a Water Treatment Plant
- Construction of internal reticulation networks for Six (6) villages as summarized as follows:
 - 57900m of 75mm uPVC class 9 pipes
 - 14125m of 110mm uPVC class 9 pipes
 - 366m of 125mm uPVC class 9 pipes
 - All related fittings and valves

Item No	Village Name:	uPVC Pipe sizes - class 9					
		Total New	75mm	90mm	110mm	125mm	160mm
1	Seema	3535	3047	0	488	0	0
2	Ga-Chokwe	9532	8279	0	1253	0	0
3	Lelaka	17445	11948	0	5333	164	0
4	Matlou						
5	Hans	16603	13391	0	3212	0	0
6	Skimming	22276	18235	0	3839	202	0
Total length		69391	54900	0	14125	366	0

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

2.1.1 Employer's objectives

The employer's objectives are to deliver public infrastructure using labour intensive method, whereby the local community benefit throughout the entire

project and also in doing so provide work place training opportunities to learners who have a Learnership Agreements with the Construction Education and Training Authority.

The actual work involved in this contract includes the following:

- Construction of a Water Treatment Plant
- Construction of internal reticulation networks for Six (6) villages as summarized as follows:
 - 57900m of 75mm uPVC class 9 pipes
 - 14125m of 110mm uPVC class 9 pipes
 - 366m of 125mm uPVC class 9 pipes
 - All related fittings and valves

Item No	Village Name:	uPVC Pipe sizes - class 9					
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5	Hans	16603	13391	0	3212	0	0
6	Skimming	22276	18235	0	3839	202	0
Total length		69391	54900	0	14125	366	0

2.1.2 Overview of the works

On this Contract the aim is to provide a basic level of services, with regards to improve aspects of the current conditions. The Contract will entail a provision of the services as listed in the Project Specification. Also with regards to EPWP requirements, labour-intensive works comprise the activities described in SANS 1921-5, Earthworks activities which are to be performed by hand, and its associated specification data. Such works shall be constructed using local workers who are temporarily employed in terms of this Scope of Work. Time is of the essence for this contract. The Tenderer shall state the time in calendar months required by him/her to complete the Works. Tenderers offering early completion dates will generally be more favourably received, other things being equal.

2.1.3 Labour-Intensive Works

All the relevant tasks/works shall be constructed using Labour-Intensive Construction Methods only.

2.1.4 Location of the works

Item No:	VILLAGE	Latitude (S)	Longitude (E)	Area (ha)
1	Seema	24° 1' 0.00"	28° 52' 24.00"	54
2	Ga-Chokwe	24° 1' 16.16"	28° 51' 41.85"	104
3	Matlou	24° 0' 47.22"	28° 51' 39.77"	42
4	Lelaka	24° 1' 25.97"	28° 51' 3.84"	197
5	Hans	23° 59' 53.92"	28° 52' 23.72"	173
6	Skimming	23° 59' 4.24"	28° 53' 12.25"	305

The Contractor shall provide, erect, maintain and remove on completion of the Contract, ample temporary offices and sheds for the proper storage of perishable materials and for the use of his workmen.

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 C4 and contained in the book of drawings 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, SUBSOIL CONDITIONS AND CLIMATIC 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.

Mogalakwena climate is warm and temperate in this area with much more rainfall in summer than in winter. The average temperature is 19.3°C and the rainfall in a year is 495mm.

PS 5 DETAILS OF THE CONTRACT

PS 5.1 MAIN CONTRACTS

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 the abovementioned equipment.
- g) Construction of concrete anchor blocks associated with the above.
- h) Commissioning of the works.
- i) Maintenance on the works for a twelve month period.

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 **10 - 15%**, if at all possible, of the total contract amount. The allocation 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

The revised "Preferential Procurement Policy Framework Act, 200: Preferential Procurement Regulation, 2017" which states that organs of state are required (where feasible) to sub-contract a minimum of 30% of the value of the contract above R30 million to EMEs or QSEs which are 51% owned by black people living in rural or underdeveloped areas or townships (in this case within the Mogalakwena Local Municipality jurisdiction).

The appointment of the sub-contractors under this contract will be managed and procured in line with the Mogalakwena Local Municipality's "Supply Chain Management Policy 2018/19."

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 DB	-	1989	Earthworks (Pipe Trenches)
SABS 1200 L	-	1983	Medium pressure pipe lines
SABS 1200 LB	-	1983	Bedding (Pipes)

PS 10.2 Particular Specification

PSVC	: Security Fencing (Removal of Fencing)
PSW	: Pumps, Tanks and Valves

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

PS 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.

PS 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.

PS A 5 CONSTRUCTION

PS 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.

PSA 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.

PS A 8 MEASUREMENT AND PAYMENT

PS A 8.2 PAYMENT

PS A 8.3 Fixed-Charge and Value-Related Items

PSA 8.3.1 Contractual Requirements..... Unit: Sum

The sum shall cover the Contractor's initial costs of providing sureties, insurance of the works and plant, third party or public liability insurance and unemployment insurance to cover his compliance with the requirements of the Workmen's Compensation Act, 1941 (Act NO. 30 of 1941) and any other initial financing obligations of a preliminary and general nature, such as contributions to the CEITB..

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 8.3.2 Establishment of Facilities on the Site**PS A 8.3.2.1 Facilities for Engineer**

- a) Furnished office (No) Unit: Sum
 b) Nameboards (1 No.) Unit: Sum

PS A 8.3.2.2 Facilities for Contractor

- (a) Offices, workshop and storage sheds Unit: Sum
 d) Living accommodation Unit: Sum
 e) Ablution and latrine facilities Unit: Sum
 g) Access Unit: Sum

PS A 8.3.3 Other Fixed-Charge Obligations..... Unit: Sum

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

PS A 8.3.4 Removal of Site Establishment..... Unit: Sum

The sum shall cover the cost of the demolition on and the removal from the surface of the site of all items established in terms of 8.3.2 and 8.3.3, and shall provide for the making good and the restoring of the Site to the satisfaction of the Engineer

PS A B.8.3.5 OCCUPATIONAL HEALTH AND SAFETY**PS A B.8.3.5.1 Contractor's initial obligations in respect of the Occupation Health and Safety Act and Contractual Regulations..... Unit: Sum**

The full amount will be paid on the scheduled rate on condition that:

- The contractor has notified the Provincial Director of the Department of Labour in writing of the project.
- The contractor has made the required initial appointment of Employees and sub- contractors
- The client has approved the contractor's Health and safety plan
- The contractor has set up his Health and safety File and Safety Plan.
- The Contractor has appointed a Health and Safety officer.

The provincial sum shall represent full compensation for that part of the contractor's general obligations in terms of Occupational Health and Safety Act and the Construction Regulation which are mainly a function of time. The 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, changes, and profit on payments for the Service Provider. Contractor to note that this item covers the costs for the preparation and submission of Health and Safety plan and file.

Payment shall be as specified for item 1.3 in the standard specifications

PS A B.8.3.5.2 Occupational, Health and Safety Act..... Unit: Sum

Handling cost in respect of sub-item 8.3.5. A percentage of the payment made to the Occupational health and safety act will be paid to the Contractor under this section. The rate shall cover the Contractor's overheads, changes, and profit on payments for the Occupational health and safety act.

(a) Provision for safety officer

The Contractor should appoint the safety officer who will be full time responsible for all safety issuers on site, and he or she should be full time on site.

The tendered rates include the full compensation for that part of the provision of safety officer in terms of the Occupational Health and Safety Act and the construction regulation which are mainly a function of time. Payment shall be made monthly.

- (a) Handling cost in respect of sub-item 8.3.5.2 (a). A percentage of the payment made to the Safety Officer will be paid to the Contractor. The rate shall cover the Contractor's overheads, changes, and profit on payments for the Safety Officer.

PS A B.8.3.5.3 Contractor's time related obligation in respect of the OH&S Act and Construction regulation

The tendered lump sum shall represent full compensation for that part of the contractor's general obligations in terms of Occupational Health and Safety Act and the Construction Regulations which are mainly a function of time. The lump sum will be paid monthly only after payment for item 1.3.3 and item 1.1.5 has been made

Payment of the lump sum shall be made monthly (calculated by the division of the lump sum by the number of months remaining)

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.

PS A 8.4 SCHEDULED TIME RELATED ITEMS**PS A 8.4.2.1 Facilities for Engineer**

- a) Furnished offices Unit: Sum
b) Telephone for engineer's representative..... Unit: Prov. Sum

PSA 8.4.2.2 Facilities for Contractor Unit: Sum

The sum shall cover the Contractor's initial costs of providing sureties, insurance of the works and plant, third party or public liability insurance and unemployment insurance to cover his compliance with the requirements of the Workmen's Compensation Act, 1941 (Act NO. 30 of 1941) and any other initial financing obligations of a preliminary and general nature, such as contributions to the CEITB. Establishment of Facilities on the Site Facilities for Engineer

PSA 8.4.3 Supervision for Duration of Construction Unit: Sum

The sum shall cover the costs of on-site supervision and such local administration as the Contractor considers necessary for the proper completion of the Works, and shall cover the cost of the salaries, wages and allowances paid to the site agent, general foreman, section foremen (where applicable), site surveyors, timekeepers, assistants and other site supervisory staff, and of transport incurred in connection with such staff. Plant (designated plant or plant for designated operations or plant for use during Supervision for Duration of Construction

PSA 8.4.4 Company and Head Office Overhead Cost's for the Duration of the Contract.... Unit: Sum

The sum shall cover the Contractor's company and head office overhead costs.

PS A 8.5 SUMS STATED PROVISIONALLY BY ENGINEER**PS A 8.5(a)1 Community Liaison Officer Unit : P/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.

PSA 8.5 (a) 2 PSC Meetings Attendance**Unit: P/Sum**

The tendered rate shall cover the compensation of all members of Project Steering Committee for attending meetings. The amount of payment and payment dates will be determined on the commencement date of the project. The Engineer should authorise payment before it is made. Proof of payment has to be submitted to Engineer before claim can be certified.

PS A 8.5(a)3 Overheads, charges and profit on (1) above Unit : %

Handling cost and profit in respect of sub-item 8.5(a)1& 1. A percentage of the payment made to the Community Liaison Officer and PSC Meeting attendance will be paid to the contractor. The rate shall cover the Contractor's overheads, charges, and profit on payments for the Community Liaison Officer and PSC members. No payment will be made under this item before payment to the Community Liaison Officer and PSC members.

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, changes, 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 C 8.5 EXISTING SERVICES

The services 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.

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, changes, and profit on payments for the Service Provider.

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, Second Edition, 2010 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

PS 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.

PS 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.

PS 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.

PS AB 8 MEASUREMENT AND PAYMENT**PS 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

PS C 3 MATERIAL

PS 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.

PS 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.

PS C 5.2 CUTTING OF TREES

PS 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.

PSC 5.3 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.

PS C 8 MEASUREMENT AND PAYMENT

PS C 8.2 SCHEDULED ITEMS

PS C 8.2.1 Clear and grub (1.0m wide)

Unit: m

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).

PSC 8.2.2 Remove and grub large trees and tree stumps of girth

- a) over 1 m and up to and including 2 m Unit: No
 b) over 2 m and up to and including 3 m Unit: No

The girth of a tree or stump will be measured at the narrowest point of the tree or stump in the first metre of its height above ground level. Trees and stumps of girth exceeding 1 m will be measured individually and classified according to site in increments of 1 m as indicated above.

The rate shall cover the cost of clearing and grubbing trees and stumps of all sizes, cutting branches, backfilling holes, and removing, transporting, and disposing of all such trees, stumps, and branches and associated material.

PSC 8.2.3 Remove and grub all trees and tree stumps regardless of girth Unit: No

In exceptional circumstances, where construction is carried out through plantations or where the quantity of trees or girth exceeding 1 m renders individual measurement impracticable the project specification may provide that the clearing and grubbing of trees be measured in hectares. If this method of measurement is used the areas to which it is applicable will be defined clearly on the drawings and the reason for adopting the method of measurement will be stated in the project specification.

The rate shall cover the cost of all operations specified in .8...2.2.

PSC 8.2.5 Take down existing fence..... Unit: m

The rate shall cover the cost of taking down the fences, coiling wire, sorting and stacking all material at sites indicated by the Engineer and the cost of loading, transporting and offloading such material.

PROJECT SPECIFICATION**PORTION 2: VARIATIONS AND ADDITIONS TO
STANDARDISED SPECIFICATIONS****SABS 1200 DB: EARTHWORKS (PIPE TRENCHES)****PSDB 1 SCOPE**

This specification covers earthworks for trenches for all types and sizes of pipes. It covers excavation, the preparation of a trench bottom, backfilling and the reinstatement of surfaces.

PS DB 3 MATERIALS**PS 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.

PS 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.

PSDB 5 CONSTRUCTION**PSDB 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.

PS 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.

PS 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%	200mm
Main Backfill up to road layers	96%	200mm
Sub-base	97%	200mm
Base	98%	175mm

PS 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.

PSDB 8 MEASUREMENT AND PAYMENT**PSDB 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.

PSDB 8.3.2 Excavation**(a) Excavation in all material for trenches, backfill, compact and dispose of surplus material..... Unit (m)**

Item will be provided for various pipe diameters in steps not greater than those specified in 5.2 and various depths in increments of 1.0 m measured to the bottom of the bedding layer (see Drawing DB 2, DB 3, and DB 4). Where measured volumetrically in terms of 8.1.2 (a), the volume of excavation will be computed in accordance with 8.2.2 and 8.2.3

The rate shall cover the cost of the same operation in heading where the Contractor elects to use such a method of excavation. The volume or length will be measured for payment on the assumption that normal trench excavation has been carried out. The volume or length in the undisturbed prism of material between the top of the tunnel and ground level will be classified as soft excavation in terms of 3.1. No additional payment will be made for such headings and no deductions will be made for reduced excavation quantities.

(b) Extra-over item (a) above for:

1. Intermediate excavation Unit: m³
2. Hard rock excavation..... Unit: m³
3. Hand excavation and backfill where ordered by the engineer. Unit: m³
4. Soil Crete backfilling where directed by the engineer. Unit: m³

Separate items will not be provided for depth increment, volume will be computed from the trench width determined in accordance with 8.2.3 and the depth from the top of the intermediate or hard rock excavation, as the case may be, either to the bottom of the same material or to the bottom of the trench as specified in (a) above, whichever is the lesser (see Drawing DB 5

The rates shall cover the additional cost of the excavation and hauling of the more difficult material of unsuitable material.

c) Excavate and dispose of unsuitable material from trench bottom (provisional)..... Unit: m³

The volume will be computed from the trench width determined in accordance with 8.2.3 and m³ the additional depth ordered.

The rate shall cover the cost of the excavation of the additional depth in any material, the disposal of the unsuitable material as specified for soft: excavation in 5.6.3 within freehaul distance and the backfilling of the additional depth with suitable material from the side of the trench.

PSDB 8.3.3 EXCAVATION ANCILLARIES

PSDB 8.3.3.1 Make up deficiency in backfill material

- a) from other necessary excavations on site Unit: m³
- b) by importation from-designated borrow pits Unit: m³
- c) by importation from commercial or off-site sources selected by the Contractor Unit: m³

Items (b) and (c) above will not be measured for payment unless importation has been ordered in writing. The volume will be computed from the trench width determined in accordance with 8.2.3 and the depth from the top of the backfill to the top of the bedding as shown on Drawing DB-1 or the actual depth of backfill used to make up the deficiency or the depth of additional excavation ordered in terms of B.3.2(c), as applicable.

The rate for material from other necessary excavations on site shall cover the cost of selection of suitable material, the moving of the material to points alongside the trench

spaced to suit the Contractor's method of working, and the disposal of the material that is replaced, all within freehaul distance.

The rate for material from designated borrow pits shall cover the cost of royalties, if applicable, excavation and selection of suitable material, the moving of the material to points alongside the trench spaced to suit the Contractor's methods of working, and the disposal of the material that becomes surplus as a result of the importation, all within freehaul distance.

The rate for material from commercial or off-site sources selected by the Contractor shall cover the cost of the acquisition of the material (including royalties, if applicable), the moving of the material to points alongside the trench spaced to suit the Contractor's methods of working, and the disposal of the material that becomes surplus as a result of the importation, all within freehaul distance (see Subclause 5.2.5.1 of SABS 1200 D or Subclause 5.2.6.1 of SABS 1200 DA, as applicable).

PSDB8.3.3.2 Opening up and closing down of designated borrow pitUnit: Sum

This item will only be scheduled when a new borrow pit has to be established or when access to an existing borrow pit has to be established.

With the exception of the cost of the removal and spreading back of the topsoil (if scheduled), the sum shall cover the cost of opening up and of restoring the Site as specified in Subclause 5.2.2.2 of SABS 1200 D or Subclause 5.2.2(f) of SABS 1200 DA, as applicable.

PSDB 8.3.5 Existing Services

Existing Services-that Intersect or Adjoin a Pipe Trench (see Sub-clauses 5.1.2 and 8.3.8 of SABS 1200 D or Sub-clauses 5.1.3 and 8.3.5 of SABS 1200 DA, as applicable.)
(See Subclauses 5.1.2 as applicable.)

- (i) Services that intersect a trench (angles between centre-lines in plan of 45-90°)..unit (No)

Except where water pipes are to be recovered, existing water pipes, sewers, stormwater pipes, concrete-lined channels and drains, box culverts, electric cables, ducts, kerbs, channels, erf connections and various sizes of pipes and services that intersect a trench of specified width and require various degrees of care, whether or not their presence is known before they are uncovered, will be measured separately. The unit refers to one service, but services that are so grouped that they can be contained within a horizontal dimension of 200 mm measured at right angles to the axis of the services will be measured as one unit.

- (b) Services that adjoin a trench (parallel to or at an angle between centre-lines in plan of less than 45O) Unit No)

In a case where a trench of specified width

1 runs parallel to or at an angle (in plan) of less than 45O to an existing service, and is such that the nearer side of the bottom of the trench lies at least partly between a vertical plane and a plane that lies at an angle of 45O below the horizontal, both planes passing through the axis of the service, the length of service within the minimum base width of the trench, determined in accordance with 5.2, will be measured for payment under this item and the remaining length, the side of the trench which, in the opinion of the Engineer, is rendered liable to collapse because of the existence of such service, will be measured for shoring (see 8.3.4(a)).

The rate for an item scheduled in terms of (a) and (b) above shall cover the additional cost of

- i) care in excavation necessitated by the presence of such service in or across the trench;
- ii) protecting and maintaining such service in operation by means of temporary supports or shoring, as necessary;
- iii) delays and disruption of the progress of the work due to the existence of the service¹ and
- iv) repairs necessitated by damage caused by the Contractor.

PS DB 8.3.6 Finishing**PS DB 8.3.6.1 Reinstate road surfaces complete with all courses****Unit: m²**

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 GA: CONCRETE (SMALL WORKS)

PSG1 SCOPE

This specification covers the requirements for concrete (plain and reinforced) for small works associated with pipelines, roads, railways, pump stations, etc. It covers the basic materials, the plant and formwork required, the quality, manufacture, and curing of concrete, tolerances in workmanship, testing, and the methods by which the finished structure is to be measured for the purposes of payment.

PSGA 3 MATERIAL

PSGA 3.2.1 Applicable Specifications

Add the following to G 3.2.1:

Portland cement that conforms to SABS 471

PSGA 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.

PSGA 4 PLANT

PSGA 4.4 Formwork

PSGA 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.

PSGA 5 CONSTRUCTION

PSGA 5.1 REINFORCEMENT

PSGA 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.

PSGA 5.2 FORMWORK**PSGA 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.

PSGA 5.4 CONCRETE**PSGA 5.4.1 Quality****PSGA 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.

PSGA 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

PSGA 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.

PSGA 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.

PSGA 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.

PSGA 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.

PSGA 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.

PSGA 8 Measurements and Payment**PSGA 8.1.1 Formwork**

Formwork, other than formwork covered by 8.1.1.2 and 8.1.4, will be measured as the net area of the face of the concrete to be supported during the deposition of concrete. No deduction will be made for fillets and splays of size up to 50 mm x 50 mm or for openings of diameter up to 0,7 m or of area up to 0.5 m².

Formwork in continuous lengths of narrow widths and of fillets or splays over 20 mm x 20 mm will be measured by length, the width or range of widths being stated in the schedule.

Boxing-out, the forming of holes, and other such operations will be measured by number, basic dimensions, perimeters, or drawing references, as stated in the schedule.

The unit rate shall cover the cost of all parts of formwork in contact with the concrete, and the necessary bearers, struts, and other supports, plus the labour and plant necessary to erect and strike such formwork.

PSGA 8.1.2 Reinforcement

Steel for normal reinforced concrete will be measured net by mass of all bars, including supporting steel detailed on the reinforcing schedules. The mass will be computed from the nominal bar size and nominal mass per unit length. No allowance will be made for cutting, waste, spacer devices (materials other than steel bars), or binding wire.

Steel reinforcement for precast concrete units will not be measured unless so scheduled (see 8.6).

Welded mesh will be measured by area as shown on the drawings, No allowance being made for cutting, waste, laps, or deductions for end cover. The areas measured will be those of the concrete floor or slab being reinforced by means of mesh. In the case of continuous unit partly reinforced by mesh, the area will be computed from the outside dimensions of the area covered by mesh regardless of whether or not additional reinforcing steel is present in the same area.

Steel off cuts resulting from the cutting and bending of reinforcement in accordance with the bending schedules shall be deemed to be the property of the Contractor.

PSGA 8.1.3 Concrete

a) Concrete will be measured net to the dimensions shown on the drawings or to the dimensions cast, whichever are the smaller. Structural elements that are undersized will be measured for payment only if they are accepted by the Engineer

b) No allowance will be made for concrete required to make up overbreak in soft excavation, but payment will be made for additional concrete or formwork, or both, ordered i n writing by the Engineer to replace unsuitable material or overbreak in hard rock or in intermediate excavation (see (d) below).

The unit rates shall cover the cost of the provision of concrete (made with ordinary portland cement unless otherwise scheduled), mixing, testing, placing, compacting, the forming of stop-ends and unforeseen construction joints, striking of for levelling as applicable, and curing and repairing where necessary, together with the cost of all parts of formwork in contact with the concrete aid the necessary bearers, struts, and other supports, plus the layout and plant necessary to erect and strike such formwork.

PROJECT SPECIFICATION

PORTION 2: VARIATIONS AND ADDITIONS TO STANDARDISED SPECIFICATIONS

SABS 1200 L: MEDIUM PRESSURE PIPELINES

PSL 1 SCOPE

This specification covers the supply and installation of pipelines of diameter up to 1 000 mm, Complete with ancillary works, for transporting water and sewage under working pressures of up to 2.5 MPa.

PSL 3 MATERIAL

PSL 3.1 GENERAL

Replace the first sentence of L 3.1 with the following:

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

Pipes and fittings shall be of the types specified in the schedule or in the project specification and, unless otherwise required in terms of the project specification, they and their couplings shall be capable of withstanding the applicable test pressure specified in 7.3.1. All pipes and fittings shall be supplied complete with couplings and jointing material.

Satisfactory temporary end covers shall be provided for the protection of threads, flanges, and prepared ends of plain-ended pipes and fittings, and to prevent damage to internal lining during transportation and during handling on Site.

Pipeline materials shall be so transported, stored, and handled that pipes are not overstressed at any time and fittings are not damaged in any way. PVC pipes to be stored under shade for the period between delivery to site and pipe laying and backfilling. All thin-walled, flexible, and soft-coated pipes shall be handled with particular care and shall be so stored that they are not subject to concentrated pressure from stones or other objects. Pipes damaged or cracked in any way shall be removed from the Site.

PSL 3.9 CORROSION PROTECTION

PSL 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.

PSL 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.

PSL 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 working pressure of 1,6 MPa (Class 16), 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.

All gate valves shall be flanged and drilled according to SABS 1123 or B.S. 4504 Table 16, 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.

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.

PSL 3.10.2 Air Valves

All air valves to be Double orifice type. Rate shall include all accessories required as per tender drawing.

PSL 5 CONSTRUCTION**PSL 5.1 LAYING****PSL 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.

PSL 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.

PSL 5.4.1 Soil Crete 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.

PSL 5.5 ANCHOR BLOCKS

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

PSL 5.6 VALVE CHAMBERS

PSL 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.

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

PSL 5.10 CLEANING OF PIPE

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

PSL 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.

PSL 7 TESTING

PSL 7.3 STANDARD HYDRAULIC PIPE TEST

PSL 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.

PSL 8 MEASUREMENT AND PAYMENT**PSL 8.2 SCHEDULED ITEMS**

PSL 8.2.1 Supply, Lay and Bed Pipes complete with couplingsUnit: m

PSL 8.2.1.1 uPVC Class 9 Pipes

The pipes should be the type with a spigot at one end and a socket with lym rubber at the other. Contractor has an option to supply mPVC piping of same class and diameter if he so wishes, on condition the rate of cost used is that of uPVC. All pipes to have the class and diameter clearly marked, in addition to Manufacturer's details.

PSL 8.2.1.2 Steel Pipes

The pipes should be threaded at both ends and supplied fitted with one threaded socket. The pipes will thus be jointed using threaded sockets except on advice of Engineer or where drawings details indicate otherwise.

PSL 8.2.2 Extra-over 8.2.1 for the Supplying, Laying, and Bedding of Specials Complete with CouplingsUnit: No

These shall be 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.

PSL 8.2.2.1 Extra-over 8.2.1.1 for the Supplying, Laying, and Bedding of Specials Complete with Couplings for Steel pipes and adaptors to PVC

Bends, Tees and Reducers shall be steel, be flanged and drilled to Table 16 at all ends. End caps to be flanged at the open end. Bends to be long radius. Steel - uPVC Adaptors to be flanged at end linking to the steel pipe

and spigot ended at end linking the PVC pipe. The spigot end to match the diameter of PVC piping. Separate flanges to be drilled to Table 16 with threading to match the steel pipe threading.

PSL 8.2.2.2 Extra-over 8.2.1.2 for the Supplying, Laying, and Bedding of Specials Complete with Couplings for uPVC pipes

All bends, reducers, tees, end caps etc for uPVC sections to be uPVC, unless indicated on the drawings. All bends to be long radius with one end socketed

and the other spigot end. The rest of the fittings/ specials to be socketed at all ends, unless the drawings or Engineer suggests otherwise.

PSL 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.

PSL 8.2.4 Cut Into and Connect To Existing Mains**Unit: No**

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 3.10 VALVES**PS L 3.10.1 Gate Valves**

(a) 200mm isolation valve..... unit (No.)

All gate valves shall comply with the requirements of SANS 664 – Figure 2 and shall be suitable for a working pressure of 1.0 MPa. All gate valves shall be supplied with hand wheels, unless shown otherwise on the drawings.

Gate valves shall have flanged ends unless shown otherwise on the drawings and shall open clockwise. The direction for opening and closing shall be permanently displayed on the valves. Valves shall have non-rising spindles.

Spindles, spindle nuts, gate rings and body rings shall all be of bronze.

All flanged gate valves shall be drilled according to SANS 1123 Table 1600/3.

PSL8.2.10 Temporary Valves,

Payment for the supply or loan of temporary valves, end caps, blank flanges, or other

isolating devices ordered by the Engineer in terms of 7.3.1.1 will be made at daywork rates or at a price to be agreed by the Engineer, unless the method of payment for the work has been dealt with in the project specification and a suitable item included in the schedule.

PSL 8.2.11 Anchor/Thrust Blocks**Unit: m³**

Substitute L 8.2.11 with the following:

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.

“The concrete will be measured net by volume to the specified width and depth in excess of the external volume of the pipe (i.e. the volume of the pipe will be deducted).

The rate shall cover the cost of formwork and concrete.”

PSL 8.2.13 VALVE CHAMBERS

Valve and hydrant chambers, manholes, etc., will be measured as complete units.

The rate shall cover additional excavation (see Subclauses 8.2.2 and 8.2.3 of SADS 1200 LIB), materials, plant, and labour necessary for the complete construction including the installation of the surface boxes or covers.

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.

PSL 8.2.17 Soil Crete Casing

Unit: m³

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.

PSL 8.2.18 Pipe Markers

Unit: No

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.

PROJECT SPECIFICATION

**PORTION 2: VARIATIONS AND ADDITIONS TO
STANDARDISED SPECIFICATIONS**

SABS 1200 LB: BEDDING (PIPES)

PS 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.

PS 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.

PS 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.

PS LB 5 CONSTRUCTION**PS 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

PS LB 8 MEASUREMENT AND PAYMENT**PS LB 8.1 PRINCIPLES****PSLB 8.1.1 Provision of Bedding from Trench Excavation**

a) Selected granular materialUnit: m³

b) Selected fill material Unit: m

The rates shall cover the cost of acquiring, from within 0,5 km, bedding that complies with the relevant requirements of the specification, of delivering it to points alongside the trench spaced to suit the Contractor's methods of working, and of disposing of displaced material within a freehaul distance of 0,5 km.

In terms of the standardized specifications covering pipelines, the rate for the supply and laying of pipelines covers the cost of handling bedding material from alongside the trench and placing it under and around the pipeline.

PSLB 8.1.2 Supply only of Bedding by Importation

From other necessary excavations

a) Selected granular materialUnit: m

b) Selected fill material Unit: m

PSLB 8.1.4 From commercial sources

a) Selected granular material Unit: m

b) Selected fill material Unit: m

The rate shall cover the cost of acquiring, regardless of distance, the required bedding from commercial sources (see Subclause 8.3.4 of SABS 1200 D or Subclause 8.3.4 of SABS 1200 DA, as relevant), of delivering it to points alongside the trench spaced to suit the Contractor's methods of working, and of delivering it to points alongside the trench spaced to suit the Contractor's methods of working, and of disposing of material displaced by such importation, within a freehaul distance of 0,5 km.

PSLB 8.1.6 Encasing of Pipes in Concrete Unit:

Separate items will be scheduled for each size of pipe and for each grade of concrete specified.

The volume will be computed from the dimensions of the concrete as given on the drawing.

The rate shall cover the cost of dealing with any excavation (in all materials including disposal of surplus) that is additional to that measured under the item for pipe trench excavation, the cost of encasing the pipe in concrete including the cost of formwork (if any), etc., and the cost of formwork to form flexible joints at 4 m centres.

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: m³
- b) Long overhaul Unit: m³.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.

PROJECT SPECIFICATION

PORTION 2: VARIATIONS AND ADDITIONS TO STANDARDISED SPECIFICATIONS

SABS 1200 VC: FENCING

PSVC 1 SCOPE

This specification covers the erection of a new 2.4m high fence with 1 x motor gate 2.4 x 2.4m.

PSVC 4.2 SECURITY FENCING

Add this item to cover the erection of a new 2.4m high fence

PSVC 4.2.1 Material

(a) Straining posts, stays, standards and droppers

Straining posts, stays, standards and droppers shall be of the type and size indicated on the drawings. Steel sections shall comply with the requirements of CKS 82 and timber posts with the requirements of SABS 457, Timber posts shall be treated with a preservative in accordance with the requirement of sub clause 5402 (b)(i)

Droppers shall be 0.56 kg/m ridgeback pattern droppers

Tubular straining posts and stays shall be galvanized in accordance with SABS 763 for class B1 articles, or shall be painted as specified in section 8400 as may be required on the drawings, and shall have a wall thickness of at least 2.95 mm. Unless otherwise shown on the drawing, all tubular posts shall be provided with a 230 mm x 230 mm footplate and a pressed steel or cast-iron cap. Tubular stays shall have a nominal bore of at least 60 mm.

Rolled steel section shall be provided with a protective coating of tar or other approved material.

(b) Bolts for stays

Bolts shall be galvanized steel bolts of the required length and a diameter which shall not be less than 12 mm. All the necessary bolts, nuts and washers, shall be supplied with each post.

B 5507 Erecting fence wire

All fence wire shall be tied to the sides of standards or posts to prevent the wires from being displaced or becoming loose. The wire shall be carefully tensioned without sagging and true to line, care being exercised not to tension the wire to such an extent that it will break, or that end, corner, straining or gate posts will be pulled out or that it will be easily damaged during veld fires.

Each strand of fencing wire shall be securely tied in the correct position hard up to each standard with soft galvanized tying wire. The tying wire for each strand shall pass through a hole or notch in the standard, while the ends of the tying wire shall be wound at least four times around the fencing wire to prevent it from moving in a vertical direction

B 5513 GENERAL REQUIREMENTS

The completed fence shall be plumb, taut, true to line and ground contour, with all posts, standards and stays firmly set. The height of the lower fencing wire above the ground at posts and standards shall not deviate by more than 25 mm from that shown on the drawings. Other fencing wires shall not deviate by more than 10 mm from their prescribed vertical positions.

B 5514 MEASUREMENT AND PAYMENT
Item

Unit

55.01 Cleaning the fence line 2m wide strip..... m(m)

The removal of trees and stumps with a girth exceeding 1 m shall be paid as specified in section 1700

B 55.02 Supply and erect new fencing material for new fence and for supplementing material in existing fences which are being repaired or removed:

(a) Zinc-coating barbed wire 3 mild steel grade, double stand 2.5 mm diameter unidirectional twist(SABS 675).....m (m)

(b) Zinc-coating smooth wire 2.24mm diameter. high tensile fencing wire(SABS 675).....m (m)

The unit of measurement shall be erected as specified in the drawings completely drilled with steel cap and base plate and painted. The price shall also include full compensation for the excavation of 300mm x 300mm x 800mm deep holes and the backfill with concrete.

Gate

Single motor gate (2.4 x 2.4 mm)Unit (No.)

The unit of measurement shall be the number of new gate erected. The two wings of the double gates shall be considered as one gate. The tendered rate shall include full compensation for the procurement and supply of all material including gates, gate posts, hinges, bolts, mesh, binding wire, concrete, etc., as well as the erection of the gates as specified and indicated on the drawings.

PROJECT SPECIFICATION

PORTION 2: VARIATIONS AND ADDITIONS TO STANDARDISED SPECIFICATIONS

SABS 1200 VC: MECHANICAL & ELECTRICAL PROJECT SPECIFICATIONS

PS PME 1 PUMPS

PS PME 1.1 SCOPE

This section covers the following electrically driven pumps with all accessories as specified:

- a) 167kw, 1480 per minute motors pump.

PS PME 5.2 ELECTRICAL SUPPLY AND EARTH CONNECTION

The supply to the existing main switchboard is 3-phase 400/230 V at 50 Hz.

The contractor shall install a circuit breaker in the main switchboard, rated for the required power supply to the new switch, as well as a power cable from the main switchboard to the new switchboard.

Once connected, the Contractor must ensure that the supply in terms of voltage and earthing is in order before switching power onto his equipment. Claims for damage arising from non-compliance will not be accepted.

PS PME 5.4 GENERAL ELECTRIC INSTALLATIONS

PS PME 5.4.1 Cables

Tenderers must allow for the supply and installation of all necessary cables of appropriate size to all the electrical equipment specified in accordance with Clause PMA 4.9 in this document.

Cables must be installed in lengths of surface mounted galvanised conduit to prevent them from sagging, or on cable trays.

ELECTRICAL EQUIPMENT

QUALITY SPECIFICATION

PS PME 4.1 GENERAL

This specification covers the general items of equipment for electrical installations. All materials and installation of such materials shall comply with the following:

1. The latest edition of the "Code of Practice for Wiring of Premises" SANS 10142-1 by the SA Bureau of Standards.
2. The Occupational Health and Safety Act (Act 85 of 1993).
3. The Local Supply Authority's Regulations and Fire Insurance Regulations.
4. Any special conditions implied in this specification.

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.

C3.3 PARTICULAR SPECIFICATIONS

In addition to the Standardised and Project Specifications the following Particular Specifications shall apply to this contract and are bound in hereafter.

PART C ENVIRONMENTAL MANAGEMENT SPECIFICATION

PART D DAYWORKS

PART E OHS&A 1993 SAFETY SPECIFICATION

PART F JOINT VENTURE AGREEMENT SPECIFICATION

PART C : ENVIRONMENTAL MANAGEMENT SPECIFICATION

C.1 GENERAL

In order to ensure that the construction works is carried out in an environmentally sensitive matter, strict compliance to the Environmental Management Plan (EMP) guidelines is required. The purpose of the EMP is to:

- Encourage good management practices through planning and commitment to environmental issues,
- Provide rational and practical environmental guidelines to:
 - i. Minimise disturbance of the natural environment,
 - ii. Prevent pollution of land, air and water,
 - iii. Prevent soil erosion and facilitate re-vegetation.
- Adopt the best practicable means available to prevent or minimise adverse environmental impact,
- Develop waste management practices based on prevention, minimisation, recycling, treatment or disposal of wastes,
- Train employees and contractors with regard to environmental obligations.

C.2 TRAINING AND INDUCTION OF EMPLOYEES

- The Contractor has a responsibility to ensure that all those people involved

- in the project are aware of and familiar with the environmental requirements for the project
- (this includes sub-contractors, casual labour, etc.). The CMP shall be part of the terms of reference for all contractors, sub-contractors and suppliers.

C.3 COMPLAINTS REGISTER AND ENVIRONMENTAL INCIDENT BOOK

Any complaints received by the project team from the public will be recorded. The complaint should be brought to the attention of the site manager, who will respond.

The following information must be recorded:

- Time, date and nature of the complaint,
- Type of communication (telephone, letter etc),
- Name, contact address and telephone number of the complainant,
- Response and investigation undertaken and
- Actions taken and by whom.

All complaints received will be investigated and a response given to the complainant within 14 days.

All environmental incidents occurring on the site will be recorded. The following information will be provided:

- Time, date, location and nature of the incident,
- Actions taken and by whom.

C.4 SITE CLEANLINESS AND NEATNESS

- Location of a construction camp is to be approved by the Engineer and is to be restored to its previous condition after completion of construction.
- The construction camp should preferably be fenced with a 1.8m bonnox fence or similar approved.
- All materials, equipment, plant and vehicles must be stored within the construction camp.
- A dedicated area must be made available for construction staff to change and store their personal belongings.

C.5 ACCESS

- Access to existing roads, schools, buildings, shops and residential properties must not be impeded during construction.
- Access roads utilised by the Contractor must be maintained in good condition.

C.6 BORROW PITS

- Mining authorisations (permits) for borrow pits must be obtained from the Department of Minerals and Energy (DME) in consultation with the Department of Water Affairs and Forestry (DWAF).
- Spoil dumps resulting from borrow pits must not interfere with any natural surface drainage.
- Borrow pits must be rehabilitated after use in accordance with the requirements of DME and DWAF.

C.7 DUST CONTROL / AIR QUALITY

- Dust suppression measures must be implemented during construction by ensuring that all surfaces prone to dust generation are kept damp (e.g. use of water tanker).
- Ensure that vehicles and equipment are in good working conditions and that emissions are not excessive.
- Ensure that vehicles and equipment are in good working conditions and that emissions are not excessive.
- Special care must be taken in areas where the route passes close to schools and residential

areas.

- The speed of construction vehicles must be reduced.

C.8 FAUNA

- Contractor staff may not chase, catch or kill animals encountered during construction.

C.9 FIRE PREVENTION AND CONTROL

- Smoking is prohibited in the vicinity of flammable substances.
- The contractor must ensure that fire-fighting equipment is available on site, particularly where flammable substances are being stored or used, and that construction staff are aware of where it is kept and how it is operated.
- Fires started for comfort (warmth) are prohibited, due to the risk of veld fires and risk to adjacent property owner's lands.

C.10 GRAVE SITES

- Gravesites in close proximity to the road must not be disturbed during construction.

C.11 MATERIALS HANDLING AND SPILLS MANAGEMENT

- Any hazardous materials to be used during construction (e.g. lime, fuel, paint, etc) are to be stored in a designated area at the campsite.
- The storage containers/facilities (including any diesel/petrol tanks) must be placed on an impermeable surface and surrounded by a bund wall, in order to ensure that accidental spillage does not pollute the environment.
- Workers must at all times be made aware of the health and safety risks associated with any hazardous substances used (e.g. smoking near fuel tanks), and must be provided with appropriate protective clothing/equipment in case of spillages or accidents.
- Ensure all staff and contractors undergo relevant training in the maintenance of equipment to prevent the accidental discharge or spill of fuel, oil, lubricants and other chemicals.
- Any spill of potentially hazardous materials must be cleaned up immediately (Potentially hazardous materials on site include paint, oil, grease, fuel, turpentine, etc).
- The area of contaminated soil or spill must be deposited into the hazardous waste container(s).
- The contractor should keep Peat Sorb or a similar absorbent on site to clean up any spills. The absorbent must be stored in a designated area and be available for inspection.
- All spills are to be recorded in the environmental incident book.

C.12 NOISE

- Noise generating activities must be restricted to between 07h00 and 17h00 Monday to Friday, unless otherwise approved by the appropriate competent person in consultation with adjacent landowners/affected persons.
- All equipment, vehicles and machinery must be in good working condition and be equipped with sound mufflers if necessary.
- Construction staff must be trained and made aware of not creating unnecessary noise such as hooting and shouting.

C.13 POLLUTION CONTROL

- Soil and water pollution through usage of fuel, oil, paint, bitumen or other hazardous

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substances must be avoided.

- All construction vehicles are to be maintained in good working order so as to prevent soil or
- water pollution from oil, fuel or other leaks, and to reduce noise pollution.

C.14 RIVERS AND STREAMS

- During construction of bridge structures, there must be no obstruction of the water flow of rivers and streams.
- Excavated material must not be stockpiled on or near riverbanks, in order to prevent sedimentation occurring.
- Erosion control measures must be employed both during and after construction.
- No impediments to natural surface water flow, other than approved erosion control measures, must occur.

C.15 SAFETY

- Safety measures, such as detour signs, must be implemented during construction to ensure the safety of workers, pedestrians and drivers/passengers in vehicles in the vicinity of construction work.
- Special care must be taken in the vicinity of schools to ensure the safety of children wishing to cross the road under construction.
- The relevant signage (e.g. speed control signs) must be erected alongside the road during the operation phase in order to control traffic.
- Accommodation must be made for pedestrian pathways alongside the road during the construction and operation phases.

C.16 SOIL MANAGEMENT

- Stormwater drainage pipes must be installed alongside the road in all areas susceptible to soil erosion.
- Erosion should be minimised by the construction of meadow drains and the planting of indigenous vegetation on the side slopes and drains to reduce flow velocity of stormwater.
- Spoil from cuts may be used in existing erosion galleys.
- Stone pitching and gabions should be constructed at pipe culvert outlets.
- Accidental spills of contaminants onto the ground e.g. oil, concrete, fuel and chemicals should be removed together with the contaminated soil.
- If necessary an absorbent such as Peat Sorb should be used the aid in cleaning up the spill. The contaminated soil should be disposed of in an appropriate container, depending on its classification.
- Servicing and re-fuelling of vehicles must only be carried out at construction camp.

C.17 WORKER CONDUCT

Code of Conduct for Construction Personnel:

- Do not leave the construction site untidy and strewn with rubbish which will attract animal pests.
- Do not set fires.
- Do not cause any unnecessary, disturbing noise at the construction camp/site or at any designated worker collection/drop off points.
- Do not drive a construction-related vehicle under the influence of alcohol.
- Do not exceed the national speed limits on public roads or exceed the recommended speed limits on the site.
- Do not drive a vehicle which is generating excessive noise or gaseous pollution (noisy

vehicles must be reported and repaired as soon as possible).

- Do not litter along the roadsides, including both the public and private roads.
- Do not pollute any water bodies (whether flowing or not).
- No member of the construction team is allowed to enter the areas outside the construction site.

C.18 TRAFFIC DISTURBANCES AND DIVERSIONS

- Any traffic diversions must be undertaken with the approval of all relevant authorities and in accordance with all relevant legislation.
- Wherever possible, traffic diversion must only take place on existing disturbed areas and remain within the existing road reserve.
- Traffic diversion routes must be rehabilitated after use.

C.19 VEGETATION

- Only vegetation falling directly on the route must be removed where necessary.
- Alien vegetation within the road reserve must be eradicated, and management measures must be implemented for future control of these species.
- Vegetation that has been removed from large areas (e.g. on traffic diversion routes) during construction must be replaced with indigenous vegetation after construction has been completed.

C.20 WASTE MANAGEMENT

- All general, non-hazardous waste must be placed in a skip container and disposed of at a registered waste disposal site.
- The contractor is to ensure that the portable toilet facilities at the campsite are properly maintained and in working order.
- No disposal, or leakage, of sewage must occur on or near the site.
- All hazardous waste (e.g. oil, paint, empty lime bags, contaminated wash water, etc) must be stored in leakproof containers and disposed of at a registered hazardous waste disposal site.
- The contents of waste storage containers must, under no circumstances, be emptied to the surrounding area. In general, littering, discarding or burying

of any materials is not allowed on site or along the route.

- Adequate waste receptacles must be available at strategic points around the construction camp and site for all domestic refuse and to minimise the occurrence of littering.
- Concrete rubble must be collected and disposed of as directed by the Project Manager.
- Each working area must be cleared of litter and building waste (e.g. rubble, wood, concrete packets etc) on completion of the day's work.
- Any spill around the container(s) should be treated as per Section C11 and C16.

PART D: DAYWORKS

This part of the Project Specifications deals with the provision for Dayworks in the Schedule of Quantities. Rates for Dayworks shall be entered in Schedule D of the Schedule of Quantities in accordance with the following specifications.

D. 1 SCOPE

According to clause 37.2 of the general conditions of contract for construction works (GCC) 2004 edition, certain work may be carried out using rates tendered in the daywork schedule. A schedule of personnel, plant and equipment which may be necessary to perform work on a daywork basis is included in the schedule of quantities. The quantities used in the schedule are for tender evaluation purposes only and the use or not of these items shall not constitute a variation in terms of Clause 37 of the General Conditions of Contract 2004 edition.

No work will be paid for as Dayworks without the written instruction or approval of the Engineer.

D. 2 TYPE OF WORK

The Engineer may order daywork in certain cases where it is necessary to vary or to extend the works due to new or unforeseen circumstances to such an extent that the tendered rates for specific items of work are no longer applicable, or where no suitable combination of tendered rates can be used to pay for such work.

As a general rule, applicable rates for additional work items will be agreed between the Contractor and the Engineer. Dayworks will only be used in exceptional circumstances.

D. 3 MATERIALS

Materials for use in works carried out under Daywork shall be purchased by the Contractor who shall also arrange for delivery to site, and shall be responsible for any other requirements associated with specific materials. A Provisional Sum has been allowed in Schedule D for Daywork materials. The Contractor shall enter a tendered percentage in the schedule to cover his handling costs and profit, as per other provisional and prime cost sums in this Contract.

Materials shall be paid for using the method described in the Pricing Data. No contract price adjustment will be applicable to materials.

The Contractor shall submit proof of ownership for any materials used in Dayworks with his dayworks claim to the Engineer. Further, if specific materials are required for Dayworks, quotations will be called for as per Clause 37.2.4 of the General Conditions of Contract 2004 edition.

D. 4 CONSTRUCTION PLANT HIRE

Where daywork is ordered, the tendered rates for plant hire in Schedule D shall be used in calculating the payment due for any plant required to execute the daywork. If no rate is included in the schedule for a particular piece of equipment, and where no other rate or combination of rates would provide suitable compensation, then the daywork method of payment described in Clause 37.2.3 of the General Conditions of Contract 2004 edition will be used.

The tendered rates for each item of constructional plant shall include for all operating costs associated with the said item of plant. Such costs are deemed to include fuel, re-fuelling costs, lubrication and routine servicing / maintenance, breakdowns and spares, all overhead costs, site management costs and administration costs. The tendered rates shall also include the plant operator and the general supervision of the plant while it is engaged in the dayworks.

D. 5 SALARIES AND WAGES OF WORKMEN

The salaries and wages of workmen executing daywork shall be paid for using the tendered rates in Schedule D. The tendered rates shall include for all costs associated with the employment of personnel, including salaries, wages, allowances, workmen's compensation, medical aid and pension contributions, government levies and taxes, training costs and any costs associated with living on the site. The tendered rates shall also include for the transportation of the workmen to the site of the dayworks.

All overhead costs, administration costs, site management costs and the Contractor's profit are deemed to be covered by the Dayworks rates and no additions or mark ups will be made to the tendered rates.

The tendered rates shall also include any hand tools normally associated with the workmen's job description e.g. picks, shovels, hammers, saws, spirit levels, etc. The tendered rate for labourers shall also include for the casual supervision by a gang boss or foreman. Only when specifically called for by the Engineer, will payment be made for the use of a gang boss or foreman supervising on a continuous basis.

D. 6 MEASUREMENT AND PAYMENT

The following principles shall also apply to the measurement and payment of Dayworks.

The unit of measurement for plant shall be the number of vibroclock hours worked and each item of plant shall be fitted with a vibroclock, the cost of which shall be included in the rates. Excessive non-productive time when the engine is idling will not be paid for. Where there is ambiguity between the flywheel horsepower and mass of the machine, the flywheel horsepower shall govern the measurement category. Where width and mass are specified, mass shall govern the measurement category.

The Contractor's attention is drawn to the requirements of Sub-clauses 37.2.5 and 37.2.6 of the General Condition of Contract 2015 3rd edition with regard to the submission of Dayworks claims.

PART E : OHSA 1993 HEALTH AND SAFETY SPECIFICATION

E1. SCOPE

This specification covers the health and safety requirements to be met by the Contractor to ensure a continued safe and healthy environment for all workers, employees and subcontractors under his control and for all other persons entering the site of works.

This specification shall be read with the Occupational Health and Safety Act (Act No 85 and amendment Act No 181) 1993, and the corresponding Construction Regulations 2003, and all other safety codes and specifications referred to in the said Construction Regulations.

In terms of the OHSA Agreement in Section C1.2.4 of the Contract document, the status of the Contractor as mandatory to the Employer (client) is that of an employer in his own right, responsible to comply with all provisions of OHSA 1993 and the Construction Regulations 2003.

This safety specification and the Contractor's own Safety Plan as well as the Construction Regulations 2003, shall be displayed on site or made available for inspection by all workers, employees, inspectors and any other persons entering the site of works.

The following are possible risks associated with this project:

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Working high above the ground on top and below the bridge, most of the time in a restricted environment with limited landings (working platforms)

Working above a continuously flowing river and in an flood plain environment subject to flooding

Lifting and lowering of materials and equipment from the ground to the bridge and vice versa, exposed to cross winds

Steep and restricted access to the lower flood plain below the bridge

Potentially dangerous existing services, i.e. gas lines, water and sewerage mains, electrical high voltage cables, on the bridge, buried and overhead

Deep excavations in soils requiring shoring or reducing of slopes

Blasting of hard rock or demolition of concrete

High pressure during testing of the new rising main, which could result in potentially dangerous situations in the event of the pipeline or fittings failing

Potentially harmful gasses when tying into the existing sewer mains

Movement of construction vehicles on site, taking into consideration steep slopes, other traffic and existing services

Exposure to possible injuries due to mishandling or failure of power and hand tools

Falling debris, tools and materials from bridge

Non-conformance to specifications with regards to fasteners and materials

Risks related to general safety and security on site

Additional risks may arise from specific methods of construction selected by the Contractor which are not necessary covered in the above.

DEFINITIONS

For the purpose of this contract the following shall apply:

“Employer” where used in the contract documents and in this specification, means the Employer as defined in the General Conditions of Contract and it shall have the exact same meaning as “client” as defined in the Construction Regulations 2003. “Employer” and “client” is therefore interchangeable and shall be read in the context of the relevant document.

“Contractor” wherever used in the contract documents and in this specification, shall have the same meaning as “Contractor” as defined in the General Conditions of Contract.

In this specification the terms “principal contractor” and “contractor” are replaced with “Contractor” and “subcontractor” respectively.

For the purpose of this contract the Contractor will, in terms of OHSA 1993, be the mandatory, without derogating from his status as an employer in his own right.

“Engineer” where used in this specification, means the Engineer as defined in the General Conditions of Contract. In terms of the Construction Regulations the Engineer may act as agent on behalf of the Employer (the client as defined in the Construction Regulations).

TENDERS

The Contractor shall submit the following with his tender:

- (a) a documented Health and Safety Plan as stipulated in Regulation 5 of the Construction Regulations. The Safety Plan must be based on the Construction Regulations 2003 and will be subject to approval by the Employer;
 - a declaration to the effect that he has the competence and necessary resources to carry out the work safely in compliance with the Construction Regulations 2003;
 - a declaration to the effect that he made provision in his tender for the cost of the health and safety measures envisaged in the Construction Regulations.
- Failure to submit the foregoing with his tender, will lead to the conclusion that the Contractor will not be able to carry out the work under the contract safely in accordance with the Construction Regulations.

NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK

After award of the contract, but before commencement of construction work, the Contractor shall, in terms of Regulation 3, notify the Provincial Director of the Department of Labour in writing if the following work is involved:

- the demolition of structures and dismantling of fixed plant of height of 3,0m or more;
- the use of explosives;
- construction work that will exceed 30 days or 300 person-days;
- excavation work deeper than 1,0m; or
- working at a height greater than 3,0m above ground or landings.

The notification must be done in the form of the pro forma included under Section 9 (Forms to be Completed by Successful Tenderer) of the tender document.

A copy of the notification form must be kept on site, available for inspection by inspectors, Employer, Engineer, employees and persons on site.

RISK ASSESSMENT

Before commencement of any construction work during the construction period, the Contractor shall have a risk assessment performed and recorded in writing by a competent person. (Refer Regulation 7 of the Construction Regulations 2003).

The risk assessment shall identify and evaluate the risks and hazards that may be expected during the execution of the work under the contract, and it shall include a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards identified.

The risk assessment shall be available on site for inspection by inspectors, Employer, Engineer, subcontractors, employees, trade unions and health and safety committee members, and must be monitored and reviewed periodically by the Contractor.

APPOINTMENT OF EMPLOYEES AND SUBCONTRACTORS

Health and Safety plan

The Contractor shall appoint his employees and any subcontractors to be employed on the contract, in writing, and he shall provide them with a copy of his documented Health and Safety Plan, or relevant sections thereof. The Contractor shall ensure that all subcontractors and employees are committed to the implementation of his Safety Plan.

Health and safety induction training

The Contractor shall ensure that all employees under his control, including subcontractors and their employees, undergo a health and safety induction training course by a competent person before commencement of construction work. No visitor or other person shall be allowed or permitted to enter the site of the works unless such person has undergone health and safety training pertaining to hazards prevalent on site.

The Contractor shall ensure that every employee on site shall at all times be in possession of proof of the health and safety induction training issued by a competent person prior to commencement of construction work.

APPOINTMENT OF SAFETY PERSONNEL

Construction Supervisor

The Contractor shall appoint a full-time Construction Supervisor with the duty of supervising the performance of the construction work.

He may also have to appoint one or more competent employees to assist the construction supervisor where justified by the scope and complexity of the works.

Construction safety officer

Taking into consideration the size of the project and the hazards or dangers that can be expected, the Contractor shall appoint in writing a full-time or part-time Construction Safety Officer if so decided by the Inspector of the Department of Labour. The Safety Officer shall have the necessary competence and resources to perform his duties diligently.

Provision shall be made by the Contractor in his rates, to cover the cost of this dedicated construction safety officer appointed after award of the contract.

Health and safety representatives

In terms of Section 17 and 18 of the Act (OHSA 1993) the Contractor, being the employer in terms of the Act for the execution of the contract, shall appoint a health and safety representative whenever he has more than 20 employees in his employment on the site of the works. The health and safety representative must be selected from employees who are employed in a full-time capacity at a specific workplace.

The number of health and safety representatives for a workplace shall be at least one for every 100 employees.

The function of health and safety representative(s) will be to review the effectiveness of health and safety measures, to identify potential hazards and major incidents, to examine causes of incidents (in collaboration with his employer, the Contractor), to investigate complaints by employees relating to health and safety at work, to make representations to the employer (Contractor) or inspector on general matters affecting the health and safety of employees, to inspect the workplace, plant, machinery etc. on a regular base, to participate in consultations with inspectors and to attend meetings of the health and safety committee.

Health and safety committee

In terms of Sections 17 and 18 of the Act (OHSA 1993) the Contractor (as employer), shall establish one or more health and safety committee(s) where there are two or more health and safety representatives at a workplace. The persons selected by the Contractor to serve on the committee shall be designated in writing.

The function of the health and safety committee shall be to hold meetings at regular intervals, but at least once every three months, to review the health and safety measures on the contract, to discuss incidents related to health and safety with the Contractor and the inspector, and to make recommendations regarding health and safety to the Contractor and to keep record of recommendations and reports made by the committee.

Competent persons

In accordance with the Construction Regulations the Contractor has to appoint in writing competent persons responsible for supervising construction work on each of the following work situations that may be expected on the site of the works.

Risk assessment and induction training as described in Regulation 7 of the Construction Regulations;

Fall protection as described in Regulation 8;

Formwork and support work as described in Regulation 10;

Excavation work as described in Regulation 11;

Demolition work as described in Regulation 12;

Scaffolding work as described in Regulation 14;

Suspended platform operations as described in Regulation 15;
Material hoists as described in Regulation 17;
Batch plant operations as described in Regulation 18;
Explosive powered tools as described in Regulation 19;
Cranes as described in Regulation 20;
Construction vehicle and mobile plant inspections on a daily basis by a competent person as described in Regulation 21(1);

Control of all temporary electrical installation on the construction site as described in Regulation 22;

Stacking and storage on construction sites as described in Regulation 26; and
Inspections of fire equipment as described in Regulation 27.

A competent person may be appointed for more than one part of the construction work with the understanding that the person must be suitably qualified and able to supervise at the same time the construction work on all the work situations for which he has been appointed.

The appointment of competent persons to supervise parts of the construction work does not relieve the Contractor from any of his responsibilities to comply with all requirements of the Construction Regulations.

RECORDS AND REGISTERS

In accordance with the Construction Regulations the Contractor is bound to keep records and registers related to health and safety on site for periodic inspection by inspectors, the Engineer, the Employer, trade union officials and subcontractors and employees. The following records and registers must be kept on site and shall be available for inspection at all times.

A copy of the OHS 1993 Construction Regulations 2003;

A copy of this Health and Safety Specification;

A copy of the Contractor's Health and Safety Plan (Regulation 4);

A copy of the Notification of Construction Work (Regulation 3);

A health and safety file in terms of Regulation 5(7) with inputs by the Construction Safety Officer (Regulation 6(7));

A copy of the risk assessment described in Regulation 7;

A full protection plan and the corresponding records of evaluation and training of employees working from elevated positions as described in Regulation 8;

Drawings pertaining to the design of structures (Regulation 9(3)) and formwork and support work structures (Regulation 10(d)) must be kept on site;

Pronouncement of the safety of excavations must be recorded in a register to be kept on site (Regulation 11(3)(h));

A copy of the certificate of the system design for suspended platforms (Regulation 15(3));

A notice must be affixed around the base towers of material hoists to indicate the maximum mass load, which may be carried at any one time by material hoists (Regulation 7(5));

Maintenance records of material hoists and inspection results must be kept in a record book to be kept on site (Regulation 17(8));

A record of any repairs to or maintenance of a batch plant must be kept on site (Regulations 18(9));

A warning notice must be displayed in a conspicuous manner when and wherever an explosive powered tool is used (Regulation 19(2));

A register for recording of findings by the competent person appointed to inspect construction vehicles and mobile plant (Regulation 21(1)(j)).

CONTRACTORS RESPONSIBILITIES

For this contract the Contractor will be the mandatory of the Employer (Client), as defined in the Act (OHSA 1993), which means that the Contractor has the status of employer in his own right in respect of the contract. The Contractor is therefore responsible for all the duties and obligations of an employer as set out in the Act (OHSA 1993) and the Construction Regulations 2003.

Before commencement of work under the contract, the Contractor shall enter into an agreement with the Employer (Client) to confirm his status as mandatory (employer) for the contract under consideration.

The Contractor's duties and responsibilities are clearly set out in the Construction Regulations 2003, and are not repeated in detail but some important aspects are highlighted hereafter, without relieving the Contractor of any of his duties and responsibilities in terms of the Construction Regulations.

Contractor's position in relation to the Employer (Client) (Regulation 4)

In accordance with Section 4 of the Regulations, the Contractor shall liaise closely with the Employer or the Engineer on behalf of the Employer, to ensure that all requirements of the Act and the Regulations are met and complied with.

The Principal Contractor and Contractor (Regulation 5)

The Contractor is in terms of the definition in Regulation 2(b) the equivalent of Principle Contractor as defined in the Construction Regulations, and he shall comply with all the provisions of Regulation 5.

Any subcontractors employed by the Contractor must be appointed in writing, setting out the terms of the appointment in respect of health and safety. An independent subcontractor shall however provide and demonstrate to the Contractor a suitable, acceptable and sufficiently documented health and safety plan before commencement of the subcontract. In the absence of such a health and safety plan the subcontractor shall undertake in writing that he will comply with the Contractor's safety plan, the health and safety specifications of the Employer and the Construction Regulations 2003.

Supervision of construction work (Regulation 6)

The Contractor shall appoint the safety and other personnel and employees as required in terms of Regulation 6 and as set out in paragraph 7 above. Appointment of those personnel and employees does not relieve the Contractor from any of the obligations under Regulation 6.

Risk assessment (Regulation 7)

The Contractor shall have the risk assessment made as set out in paragraph 7 above before commencement of the work and it must be available on site for inspection at all times. The Contractor shall consult with the health and safety committee or health and safety representative(s) etc. on a regular basis to ensure that all employees, including subcontractors under his control, are informed and trained by a competent person regarding health hazards and related work procedures.

No subcontractor, employee or visitor shall be allowed to enter the site of works without prior health and safety induction training, all as specified in Regulation 7.

Fall protection (Regulation 8)

Fall protection, if applicable to this contract shall comply in all respects with Regulation 8 of the Construction Regulations.

Structures (Regulation 9)

The Contractor will be liable for all claims arising from collapse or failure of structures if he failed to comply with all the specifications, project specifications and drawings related to the structures, unless it can be proved

that such collapse or failure can be attributed to faulty design or insufficient design standards on which the specifications and the drawings are based.

In addition the Contractor shall comply with all aspects of Regulation 9 of the Construction Regulations.

Formwork and support work (Regulation 10)

The Contractor will be responsible for the adequate design of all formwork and support structures by a competent person.

All drawings pertaining to formwork shall be kept on site and all equipment and materials used in formwork, shall be carefully examined and checked for suitability by a competent person.

The provisions of Regulation 10 of the Construction Regulations shall be followed in every detail.

Excavation work (Regulation 11)

It is essential that the Contractor shall follow the instructions and precautions in the Standard Specifications and Project Specifications as well as the provisions of the Construction Regulations to the letter as unsafe excavations can be a major hazard on any construction site. The Contractor shall therefore ensure that all excavation work is carried out under the supervision of a competent person, that inspections are carried out by a Professional Engineer or Technologist, and that all work is done in such a manner that no hazards are created by unsafe excavations and working conditions. Supervision by a competent person will not relieve the Contractor from any of his duties and responsibilities under Regulation 11 of the Construction Regulations.

Demolition work (Regulation 12)

Whenever demolition work is included in a contract, the Contractor shall comply with all the requirements of Regulation 12 of the Construction Regulations. The fact that a competent person has to be appointed by the Contractor does not relieve the Contractor from any of his responsibilities in respect of safety of demolition work.

Tunnelling (Regulation 13)

The Contractor shall comply with Regulation 13 wherever tunnelling of any kind is involved.

Scaffolding (Regulation 14)

The Contractor shall ensure that all the provisions of Regulation 14 of the Construction Regulations are complied with. [Note: Reference in the Regulations to "Section 44 of the Act" should read "Section 43 of the Act"].

Suspended platforms (Regulation 15)

Wherever suspended platforms will be necessary on any contract, the Contractor shall ensure that copies of the system design issued by a Professional Engineer are submitted to the Engineer for inspection and approval. The Contractor shall appoint competent persons as supervisors and competent scaffold erectors, operators and inspectors and ensure that all work related to suspended platforms are done in accordance with Regulation 15 of the Construction Regulations.

Boatswain's chains (Regulation 16)

Where boatswain's chains are required on the construction site, the Contractor shall comply with Regulation 16.

Material Hoists (Regulation 17)

Wherever applicable, the Contractor shall comply with the provisions of Regulation 17 to the letter.

Batch plants (Regulation 18)

Wherever applicable, the Contractor shall ensure that all lifting machines, lifting tackle, conveyors, etc. used in the operation of a batch plant shall comply with, and that all operators, supervisors and employees are strictly held to the provisions of Regulation 18. The Contractor shall ensure that the General Safety Regulations (Government Notice R1031 of 30 May 1986), the Driven Machinery Regulations (Government Notice R295 of 26/2/1988) and the Electrical Installation Regulations (Government Notice R2271 of 11/10/1995) are adhered to by all involved.

In terms of the Regulations, records of repairs and maintenance shall be kept on site.

Explosive powered tools (Regulation 19)

The Contractor shall ensure that, wherever explosive-powered tools are required to be used, all safety provisions of Regulation 19 are complied with.

It is especially important that warning notices are displayed and that the issue and return of cartridges and spent cartridges be recorded in a register to be kept on site.

Cranes (Regulation 20)

Wherever the use of tower cranes becomes necessary, the provisions of Regulation 20 shall be complied with.

Construction vehicles And mobile plant (Regulation 21)

The Contractor shall ensure that all construction vehicles and plant are in good working condition and safe for use, and that they are used in accordance with their design and intended use. The vehicles and plant shall only be operated by workers or operators who have received appropriate training, all in accordance with all the requirements of Regulation 21.

All vehicles and plant must be inspected on a daily basis, prior to use, by a competent person and the findings must be recorded in a register to be kept on site.

Electrical installation and machinery on construction sites (Regulation 22)

The Contractor shall comply with the Electrical Installation Regulations (Government Notice R2920 of 23 October 1992) and the Electrical Machinery Regulations (Government Notice R1953 of 12 August 1993). Before commencement of construction, the Contractor shall take adequate steps to ascertain the presence of, and guard against dangers and hazards due to electrical cables and apparatus under, over or on the site.

All temporary electrical installations on the site shall be under the control of a competent person, without relieving the Contractor of his responsibility for the health and safety of all workers and persons on site in terms of Regulation 22.

Use of temporary storage of flammable liquids on construction sites (Regulation 23)

The Contractor shall comply with the provisions of the General Safety Regulations (Government Notice R1031 of 30 May 1986) and all the provisions of Regulation 23 of the Construction Regulations to ensure a safe and hazard-free environment to all workers and other persons on site.

Water environments (Regulation 24)

Where construction work is done over or in close proximity to water, the provisions of Regulation 24 shall apply.

Housekeeping on Construction sites (Regulation 25)

Housekeeping on all construction sites shall be in accordance with the provisions of the environment Regulations for workplaces (Government Notice R2281 of 16 October 1987) and all the provisions of Regulation 25 of the Construction Regulations.

Stacking and storage on construction sites (Regulation 26)

The provisions for the stacking of articles contained in the General Safety Regulations (Government Notice R1031 of 30 May 1986) as well as all the provisions Regulation 26 of the Construction Regulations shall apply.

Fire precautions on construction sites (Regulation 27)

The provisions of the Environmental Regulations for Workplaces (Government Notice R2281 of 16 October 1987) shall apply.

In addition the necessary precautions shall be taken to prevent the incidence of fires, to provide adequate and sufficient fire protection equipment, sirens, escape routes etc. all in accordance with Regulation 27 of the Construction Regulations.

Construction welfare facilities (Regulation 28)

The Contractor shall comply with the construction site provisions as in the Facilities Regulations (Government Notice R1593 of 12 August 1988) and the provisions of Regulation 28 of the Construction Regulations.

Non-compliance with the Construction Regulations 2003

The foregoing is a summary of parts of the Construction Regulations applicable to all construction projects. The Contractor, as employer for the execution of the contract, shall ensure that all provisions of the Construction Regulations applicable to the contract under consideration are complied with to the letter.

Should the Contractor fail to comply with the provisions of the Regulations 3 to 28 as listed in Regulation 30, he will be guilty of an offence and will be liable, upon conviction, to the fines or imprisonment as set out in Regulation 30.

The Contractor is advised in his own interest to make a careful study of the Act and the Construction Regulations as ignorance of the Act and the Regulations will not be accepted in any proceedings related to non-conformance to the Act and the Regulations.

E2. MEASUREMENT AND PAYMENT

Principles

It is a condition of this contract that Contractors, who submit tenders for this contract, shall make provision in their tenders for the cost of all health and safety measures during the construction process. All associated activities and expenditure are deemed to be included in the Contractor's tendered rates and prices.

Safety personnel

The Construction Supervisor, the Construction Safety Officer, Health and Safety Representatives, Health and Safety Committee and Competent Persons referred to in clauses 7.1 to 7.5 shall be members of the Contractor's personnel, and no additional payment will be made for the appointment of such safety personnel.

Records and Registers

The keeping of health and safety-related records and registers as described in 8 is regarded as a normal duty of the Contractor for which no additional payment will be considered, and which is deemed to be included in the Contractor's tendered rates and prices.

PART F : JOINT VENTURE AGREEMENT SPECIFICATION

1. CONDITION OF JOINT VENTURE AGREEMENT

It shall be a condition of this Tender that tenders shall be accepted only from Tenderers comprising a Joint Venture between an Established Contractor and an Emerging Contractor registered on the Mogalakwena Municipality, and that the value of work to be undertaken in terms of the Joint Venture by such an emerging contractor shall be not less than 20% of the Tender Sum including for contingencies, contract price adjustment and VAT.

2. DEFINITIONS AND INTERPRETATIONS

The following words and expressions shall have the meanings indicated, except where the context otherwise requires.

Defined terms and words are, in general, signified in the text by the use of capital initial letters, but the absence of such letters does not necessarily signify that a term, or word, is not defined.

Unless the context clearly indicate a contrary intention, words importing the singular number shall include the plural and vice versa, and words importing any gender shall include the other genders, and words importing persons shall include corporate bodies and vice versa.

The following expressions shall have the meanings against each and cognate expressions shall bear corresponding meanings

Agreement

means the agreement between the Members of the Joint Venture and includes any relevant Documents prepared prior to the signing of the Agreement and appended thereto.

Management Committee

means the body established in terms of the Agreement to manage all aspects of the work of the Joint Venture in securing and executing the Contract and in meeting the provisions of the agreement.

Established Contractor

An established contractor shall mean a legally registered company that conducts its business as a contractor in the civil engineering construction sector and operated for more than 3 years in the specialist field of road layer works construction. It is a prerequisite that the established contractor be registered with the Construction Industry Development Board (CIDB) as a minimum designated 3CE PE/4CE graded contractor.

Emerging Contractor

An emerging contractor shall mean a legally registered company that conducts its business as a contractor in the civil engineering construction sector and which is registered on the database of the Mogalakwena Municipality.

Open joint venture

Open joint venture shall mean the association between an established contractor and one or more emerging contractors under a joint venture agreement that clearly establishes the shareholding of each member of the joint venture. Equity shareholding is deemed to be the split in financial earnings derived from certified works completed on this project. The joint venture agreement shall clearly set out the areas of work each member is expected to undertake and the income generated from that work. In the event of a necessary change to the agreed order of work then adjustments shall be made to the schedule of work for each member so that the original shareholding remains in place. It is a minimum requirement that the work be split on an 80%/20% basis between the established contractor and the Emerging Contractors.

3. DUTIES OF THE ESTABLISHED CONTRACTOR

The duties of the established contractor shall be to:

Provide mentorship and tutorship to his joint venture partner(s).

Provide administrative support if needed.

Supply any resources to complete the contract that his joint venture partner cannot provide cost effectively.

Secure the required Performance Surety in the name of the joint venture.

Secure adequate insurance cover for the cost of the works and public liability.

Only the duty to mentor and tutor is intended to be a constant duty. The others are intended to be shared responsibilities for which the established contractor shall assume control only in the event of his joint venture partner's failure to meet its commitments. The joint venture agreement shall clearly set out each member's contribution towards the outcomes of the listed duties.

JOINT VENTURE AGREEMENT

Conditions of Pre-Contract Agreement

Each Tender for this contract shall be accompanied by a Pre-Contract Agreement which must be signed by all participants. Such an Agreement shall comprise of a comprehensive statement and MUST contain at least the following information:-

The establishment of the Joint Venture
The name and address of the Joint Venture
The names and addresses of the companies forming the Joint Venture
The object of the Joint Venture

The extent to which each Joint Venture party participated in the preparation of the Tender
The proportion of profits and losses to be borne by each party to the Joint Venture
The duration of the Agreement
The manner in which the costs of preparation of the Tender were shared between the Joint Venture parties.
The proposed management structure for the Joint Venture
The participation of each party in arranging finance and resources both human and plant for the Joint Venture
The participation of each party in the provision of guarantees for the Joint Venture
The governing law for the Joint Venture
The Joint Venture Leader
A comprehensive listing and estimate of the work proposed to be undertaken by the Emerging Contractors Joint Venture participant
Any other information considered pertinent to the formation of the Joint Venture
A detailed plan indicating the proposed strategy the Established Contractor will undertake in providing the transfer of business, technical, financial and other skills to the joint venture partner.

4.2 Formalization of the Joint Venture

On the award of the tender, the Joint Venture Agreement is to be formalised before commencement of the works.

4.3 Nomination of Alternative Joint Venture Partner

If for some reason, the Emerging Contractor Joint Venture partner of the lowest acceptable joint venture wishes to withdraw from the joint venture agreement prior to award, the Established Contractor will be allowed the opportunity to nominate any other willing, registered Emerging Contractor from Mogalakwena local Municipality database, to fulfil the joint venture agreement. The nominated Emerging contractor will however be required to fulfil the joint venture agreement at the original tendered rates.

Management fee

The management fee charge by the lead partner to the joint venture shall not exceed 3% of the total contract revenue exclusive of value added tax. The management fee shall be deemed to be inclusive of all head office support and administration, audited management accounts and tender costs for the contract.

Contract Management

The management of the Contract and the proper performance of the works shall be the responsibility of a management committee comprising of a minimum of one nominee from each party. The nominee of the joint venture leader shall chair the management committee and monthly meetings shall record and review among other issues the progress of the project and the monthly management accounts.

Remuneration of Costs

The joint venture will reimburse each party for the provision of supervision, plant and equipment at the predetermined and agreed rates on a monthly basis. Plant and equipment owned by the joint venture partners shall have preference and the conditions of hire shall be predetermined prior to commencement of the contract. The payment of all other itemised costs such as diesel,

materials, subcontractors and any externally hired plant will be made through the joint venture account and shall not form part of the determination of the split of the profits made by the contract.

Joint Venture Parties Responsibilities

Each party shall be responsible for compliance with the relevant legislation regarding compensation for occupation, injuries and diseases and for unemployment insurance in respect of its employees used in connection with the contract. Employer's common law liability

insurance, motor vehicle liability insurance, contractor's equipment insurance, and such other insurances as is envisaged by the Contract in respect of all labour, motor vehicles, plant, equipment and materials supplied by it in connection with the execution of the Works.

Each party will provide the contract with the personnel and equipment / plant required to execute the works timeously and efficiently that they have available or would like to provide subject to agreement between the parties.

The leader of the joint venture shall provide any and all performance bonds and guarantees, insurance requirements or performance obligations relating to the project at the cost of the joint venture.

The joint venture leader nominee shall be responsible and vested with the power to make decisions and bind the Joint Venture insofar as the Employer and other parties are concerned in relation to the Contract and the Works.

The management committee shall first consult with each other and agree on any intended actions to be taken by either party that may have an impact on the performance of the contract.

Financial Administration

The joint venture shall maintain a banking account in the name of the Joint Venture and all revenue from the contract shall be deposited into the JV account. All cheques and other instruments drawn on that account shall be signed by a nominee from each party.

5. ADJUDICATION OF TENDERS

- (a) Tenders which do not meet the Joint Venture participation requirements stipulated above may not be considered for adjudication.
- (b) Tenders which do meet the Joint Venture participation requirements stipulated above shall be adjudicated in accordance with the provisions of the Tender Documents.
- (c) It is a condition that valid Tax Clearance Certificates and CIDB Contractor Registration Numbers of all the JV parties must be submitted with the tender.

PART C4: SITE INFORMATION

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MOGALAKWENA LOCAL MUNICIPALITY**CONTRACT NO: 21-2018/19****FOR****SEEMA/MAPILA MINI WATER SCHEME 25 (SEEMA, GA-CHOKWE, MATLOU, LELAKA, HANS AND SKIMMING VILLAGES)****C4.1 SITE INFORMATION**

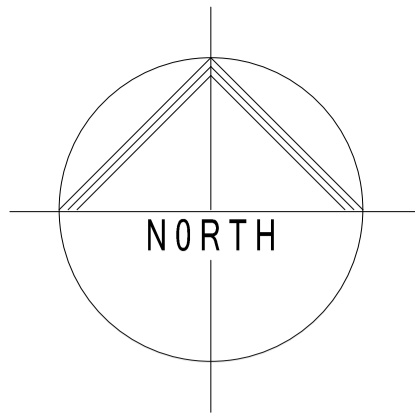
The Seema/Mapila Mini Water Scheme consists of 10 villages located within the Mogalakwena Municipality about 20 km North East of Mokopane town. The Table below gives details of the villages and location for this contract (also see locality plan):


Item No:	VILLAGE	Latitude (S)	Longitude (E)	Area (ha)
1	Seema	24° 1' 0.00"	28° 52' 24.00"	54
2	Ga-Chokwe	24° 1' 16.16"	28° 51' 41.85"	104
3	Matlou	24° 0' 47.22"	28° 51' 39.77"	42
4	Lelaka	24° 1' 25.97"	28° 51' 3.84"	197
5	Hans	23° 59' 53.92"	28° 52' 23.72"	173
6	Skimming	23° 59' 4.24"	28° 53' 12.25"	305

C4.2 DESCRIPTION OF WORKS

- Construction of a Water Treatment Plant
- Construction of internal reticulation networks for Six (6) villages (Seema, Ga-Chokwe, Matlou, Lelaka, Hans and Skimming villages) as summarized as follows:
 - 57900m of 75mm uPVC class 9 pipes
 - 14125m of 110mm uPVC class 9 pipes
 - 366m of 125mm uPVC class 9 pipes
 - All related fittings and valves

C4.3 LOCALITY PLAN



No.	DATE	REVISION DESCRIPTION	DRAWN	REF. DRG No.	REFERENCE DRAWING DESCRIPTION	RESPONSIBLE PERSON	DATE	CLIENT:	DRAWING TITLE	LAZWI DRAWING NUMBER						
						DRAWN	M LEBEPE	MAY 2018	<div>Unit 2 Stone Park East 28 Dimitri Crescent Platinum Park, Polokwane 0700 Tel: 015 297 0685 Fax: 015 297 0680</div> <div></div> <div> MOGALAKWENA LOCAL MUNICIPALITY</div>	SEEMA/MAPILA MINI WATER SCHEME 25 Locality Plan	LAZWI PROJ No	SUB NUMBER	DISCIPLINE	DRAWING NUMBER	STATUS	REVISION
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					DESIGN	DN - Pr. Tech. Eng - 20120224	MAY 2018									
					CHECKED	MB - Pr. Techni. Eng - 20130081	MAY 2018									
					CLIENT											
						INITIALS AND SURNAME	SIGNATURE	DATE			COPYRIGHT RESERVED					



P.O. Box 34
MOKOPANE
0600
Tel: 015 491 9662

MOGALAKWENA LOCAL MUNICIPALITY



No.	DATE	REVISION DESCRIPTION	DRAWN	REF. DRG No.	REFERENCE DRAWING DESCRIPTION	RESPONSIBLE PERSON	DATE
			DRAWN			M LEBEPE	MAY 2018
			CHECKED			DN - Pr. Tech. Eng - 201270224	MAY 2018
			DESIGN			DN - Pr. Tech. Eng - 201270224	MAY 2018
			CHECKED			MB - Pr. Technol. Eng - 201130081	MAY 2018
			CLIENT				
						INITIALS AND SURNAME	SIGNATURE
							DATE

Unit 2 Stone Park East
28 Dimitri Crescent
Platinum Park, Polokwane
0700
Tel: 015 297 0685
Fax: 015 297 0680

LAZWI
engineering

CLIENT:



P.O. Box 34
MOKOPANE
0600
Tel: 015 491 9662

MOGALAKWENA LOCAL MUNICIPALITY

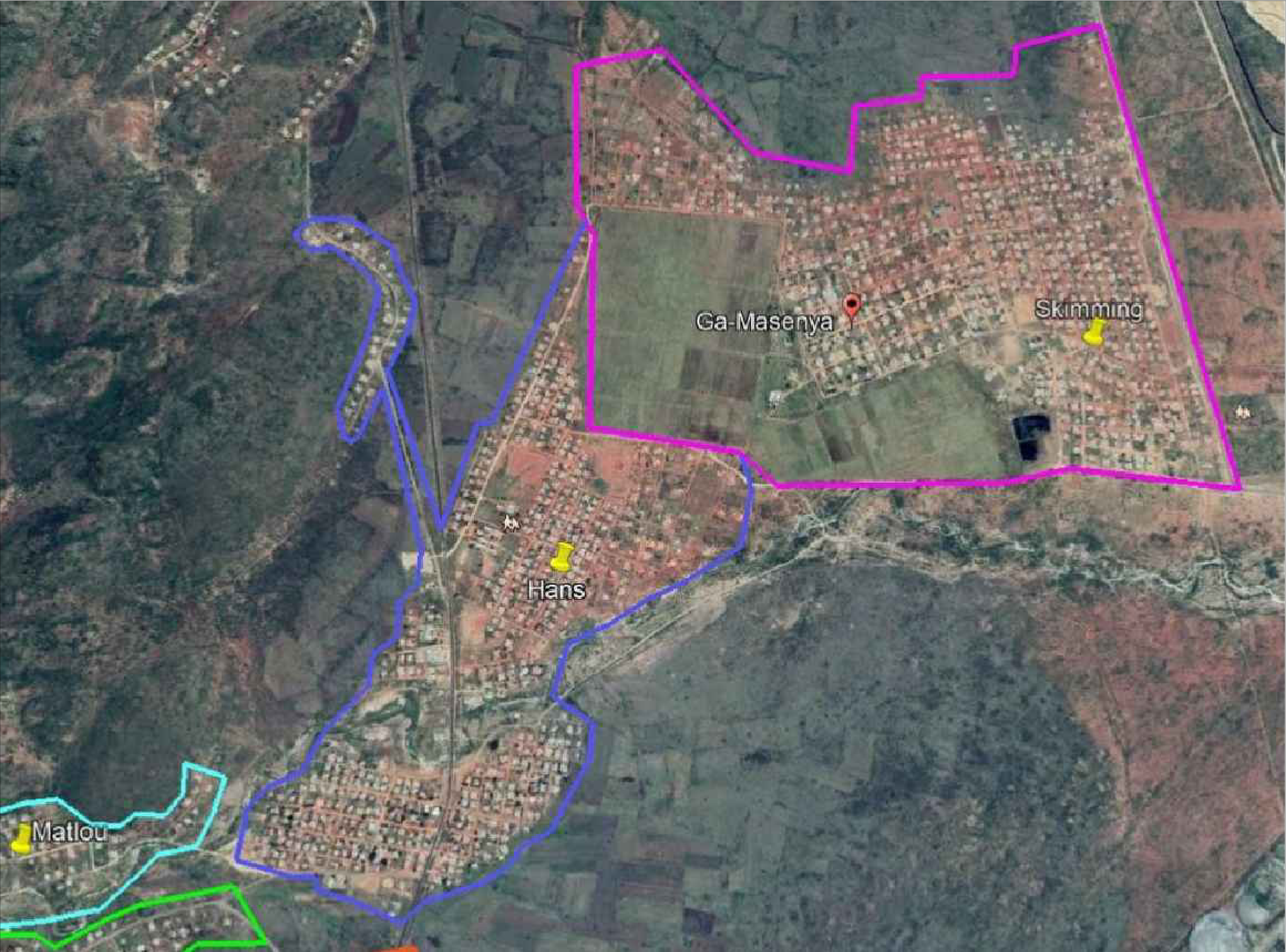
DRAWING TITLE

SEEMA/MAPILA MINI WATER
SCHEME 25
Locality Plan

LAZWI DRAWING NUMBER					
LAZWI PROJ. No	SUB NUMBER	DISCIPLINE	DRAWING NUMBER	STATUS	REVISION
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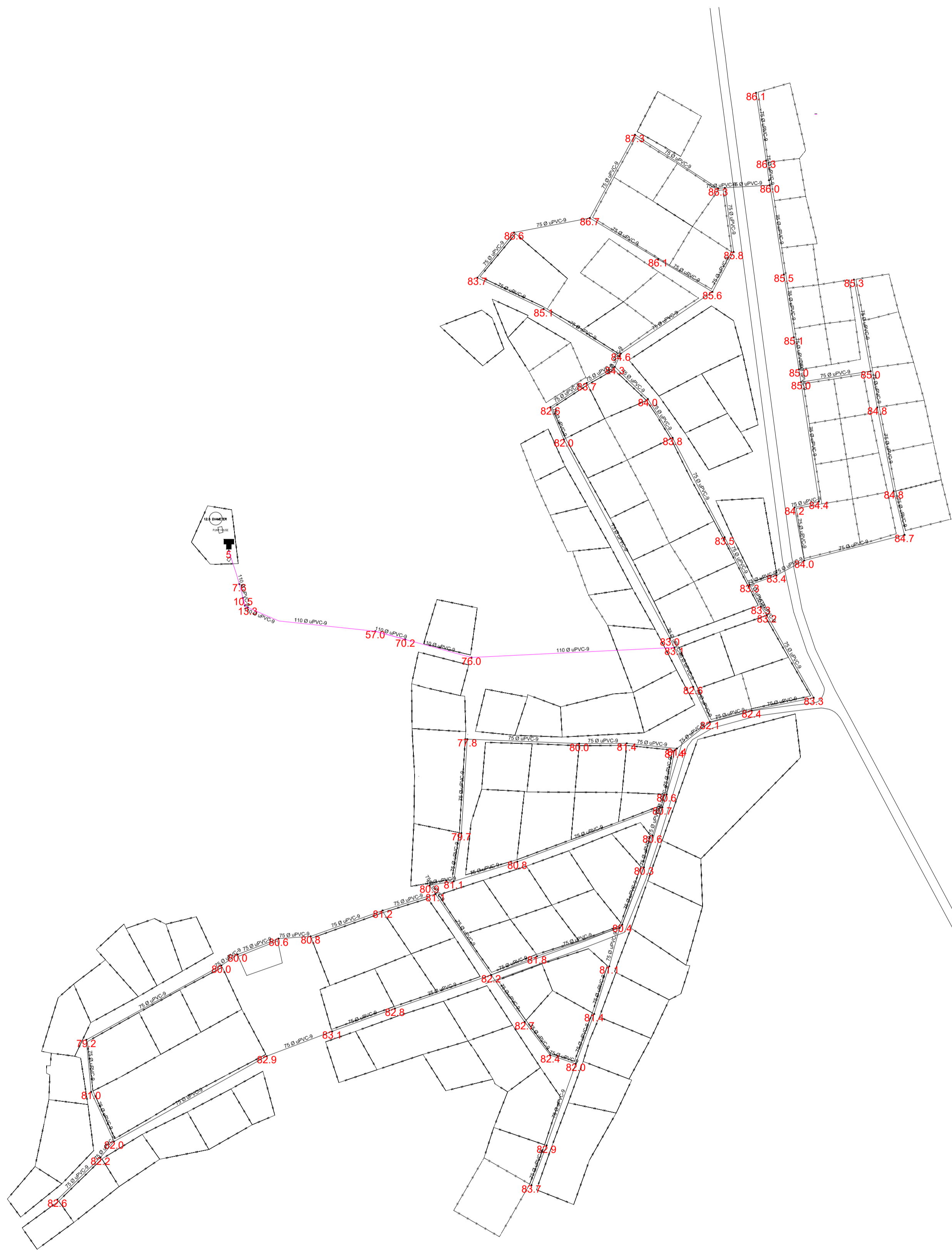
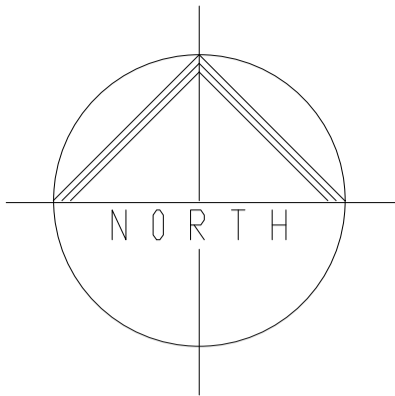
DRAWING STATUS CODES			SCALE	SHEET SIZE
R = REPORT	T = TENDER	C = CONSTRUCTION	NTS	A1
D = DRAFT	P = PRELIMINARY	A = AS BUILT		

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No.	DATE	REVISION DESCRIPTION	DRAWN	REF. DRG No.	REFERENCE DRAWING DESCRIPTION	RESPONSIBLE PERSON	DATE	CLIENT:	DRAWING TITLE	LAZWI DRAWING NUMBER							
			DRAWN			M LEBEPE	MAY 2018		SEEMA/MAPILA MINI WATER SCHEME 25 Locality Plan	LAZWI PROJ No	SUB NUMBER	DISCIPLINE	DRAWING NUMBER	STATUS	REVISION		
			CHECKED	DN - Pr. Tech. Eng - 201270224			MAY 2018			LE-054-2011	-	CIVIL/WATER	LE-MLM-LP-04	R	0		
			DESIGN	DN - Pr. Tech. Eng - 201270224			MAY 2018			DRAWING STATUS CODES		SCALE		SHEET SIZE			
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			CLIENT			INITIALS AND SURNAME				SIGNATURE	DATE	COPYRIGHT RESERVED					

C4.4 CONTRACT DRAWINGS

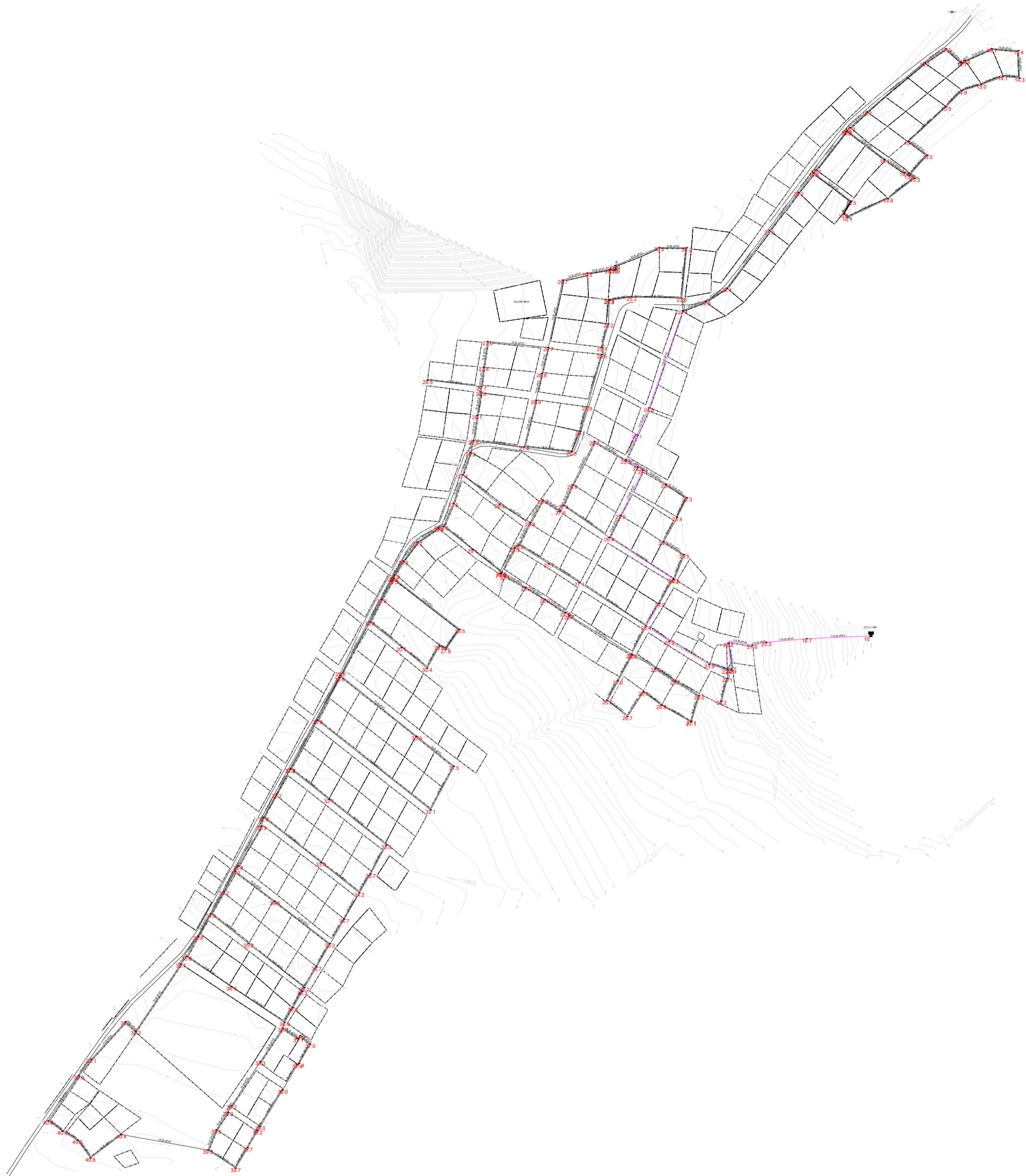
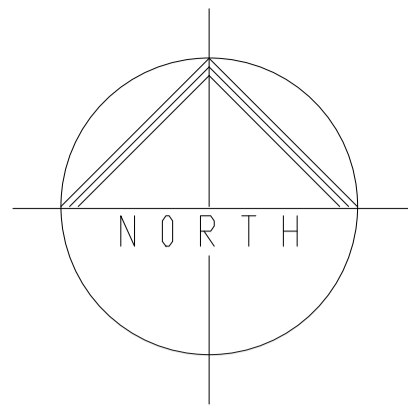


WATER RETICULATION LAYOUT
SCALE NTS

LEGEND

- 75mm uPVC CLASS 9 PIPE
- 90mm uPVC CLASS 9 PIPE
- 110mm uPVC CLASS 9 PIPE
- 125mm uPVC CLASS 9 PIPE
- 45 TYPICAL NUMBERED NODES
- 22.82m PRESSURE HEAD READING ON NODE
- TYPICAL ELEVATED TANK

No.	DATE	REVISION DESCRIPTION	DRAWN	REF. DRG No.	REFERENCE DRAWING DESCRIPTION	RESPONSIBLE PERSON	DATE	CLIENT:	DRAWING TITLE	LAZWI DRAWING NUMBER						
						DRAWN	SJ - DRAUGHTS PERSON	MAY 2018	<div>Unit 2 Stone Park East 28 Dimitri Crescent Platinum Park, Polokwane 0700 Tel: 015 297 0685 Fax: 015 297 0680</div> <div></div>	<div><p>P.O. Box 34 MOKOPANE 0600 Tel: 015 491 9662</p><p>MOGALAKWENA LOCAL MUNICIPALITY</p></div>	GA-SEEMA WATER RETICULATION LAYOUT					
					CHECKED		MAY 2018	LAZWI PROJ. No			SUB NUMBER	DISCIPLINE	DRAWING NUMBER	STATUS	REVISION	
					DESIGN	DN - Pr. Tech. Eng - 201270224	MAY 2018	LE-MLM-CK			-	CIVIL/WATER	LE-MLM-CK-04	P	0	
					CHECKED	MB - Pr. Techni. Eng - 201130081	MAY 2018	DRAWING STATUS CODES			SCALE		SHEET SIZE			
					CLIENT	INITIALS AND SURNAME	DATE	R = REPORT D = DRAFT			T = TENDER P = PRELIMINARY	C = CONSTRUCTION A = AS BUILT	NTS	A1		
COPYRIGHT RESERVED																



LEGEND

- 75mm uPVC CLASS 9 PIPE
- 90mm uPVC CLASS 9 PIPE
- 110mm uPVC CLASS 9 PIPE
- 125mm uPVC CLASS 9 PIPE

22.82m
PRESSURE HEAD READING
ON NODE

T
TYPICAL ELEVATED TANK

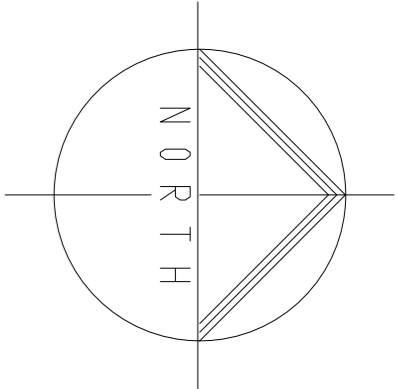
WATER RETICULATION LAYOUT
SCALE NTS

No	DATE	REVISION DESCRIPTION	DRAWN	REF. DRG No.	REFERENCE DRAWING DESCRIPTION	RESPONSIBLE PERSON	DATE	CLIENT	DRAWING TITLE	LAZWI DRAWING NUMBER											
						DRAWN	SJ - DRAUGHTS PERSON	MAY 2018	<div>Unit 2 Stone Park East 28 Dimitri Crescent Platinum Park, Polokwane 0700 Tel: 015 297 0685 Fax: 015 297 0680</div> <div></div> <div> P.O. Box 34 MOKOPANE 0600 Tel: 015 491 9662 MOGALAKWENA LOCAL MUNICIPALITY</div>	Ga-Chokwe Water Reticulation Layout	LAZWI PROJ. No						SUB NUMBER	DISCIPLINE	DRAWING NUMBER	STATUS	REVISION
					CHECKED	DN - Pr. Tech. Eng - 201270224	MAY 2018	LE-MLM-CK			-	CIVIL/WATER	LE-MLM-CK-01	P	0						
					DESIGN	DN - Pr. Tech. Eng - 201270224	MAY 2018	DRAWING STATUS CODES						SCALE	SHEET SIZE						
					CHECKED	MB - Pr. Techni. Eng - 201130081	MAY 2018	R = REPORT D = DRAFT			T = TENDER P = PRELIMINARY	C = CONSTRUCTION A = AS BUILT	NTS	A1							
					CLIENT	INITIALS AND SURNAME	SIGNATURE	DATE			COPYRIGHT RESERVED										



WATER RETICULATION LAYOUT
SCALE NTS

No.	DATE	REVISION DESCRIPTION	DRAWN	REF. DRG No.	REFERENCE DRAWING DESCRIPTION	RESPONSIBLE PERSON		DATE	<div>Unit 2 Stone Park East 28 Dimitri Crescent Platinum Park, Polokwane 0700 Tel: 015 297 0685 Fax: 015 297 0680 <div>LAZWIengineering</div></div>	<div><div>P.O. Box 34 MOKOPANE 0600 Tel: 015 491 9662</div><div>MOGALAKWENA LOCAL MUNICIPALITY</div></div>	DRAWING TITLE	LAZWI DRAWING NUMBER						
							DRAWN	SJ - DRAUGHTS PERSON				MAY 2018	LAZWI PROJ. No.	SUB NUMBER	DISCIPLINE	DRAWING NUMBER	STATUS	REVISION
							CHECKED	DN - Pr. Tech. Eng - 201270224				MAY 2018	LE-MLM-CK	-	CIVIL/WATER	LE-MLM-CK-05	P	0
							DESIGN	DN - Pr. Tech. Eng - 201270224				MAY 2018	DRAWING STATUS CODES		SCALE		SHEET SIZE	
							CHECKED	MB - Pr. Techni. Eng - 201130081				MAY 2018	R = REPORT D = DRAFT	T = TENDER P = PRELIMINARY	C = CONSTRUCTION A = AS BUILT	NTS	A1	
							CLIENT	INITIALS AND SURNAME	SIGNATURE			DATE	COPYRIGHT RESERVED					



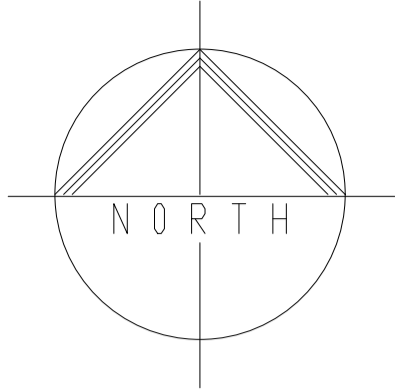
LEGEND

- 75mm uPVC CLASS 9 PIPE
- 80mm uPVC CLASS 9 PIPE
- 110mm uPVC CLASS 9 PIPE
- 125mm uPVC CLASS 9 PIPE
- 45 TYPICAL NUMBERED NODES
- 22.82m PRESSURE HEAD READING ON NODE
- TYPICAL ELEVATED TANK

WATER RETICULATION LAYOUT

SCALE NTS

No.	DATE	REVISION DESCRIPTION	DRAWN	REF. NO.	REFERENCE DRAWING DESCRIPTION	RESPONSIBLE PERSON	DATE
			DRAWN	S.J. DRAGHIS PERSON			MAY 2018
			CHECKED	DN - Pr. Tech Eng - 20170224			MAY 2018
			DESIGN	DN - Pr. Tech Eng - 20170224			MAY 2018
			CHECKED	HB - Pr. Techn Eng - 20190808			MAY 2018
			CLIENT	INITIALS AND SIGNATURE		SIGNATURE	DATE
Unit 2 Stone Park East 28 Dimitri Crescent Platinum Park, Polokwane 0100 Tel: 015 297 0685 Fax: 015 297 0680							
							
CLIENT:  P.O. Box 34 MOKOPANE 0600 Tel: 015 491 9662							
DRAWING TITLE							
HANS WATER RETICULATION LAYOUT							
LAZWI DRAWING NUMBER							
LAZWI PROJ. No.	SUB NUMBER	DISCIPLINE	DRAWING NUMBER	STATUS	REVISION		
LE-054-2011	-	CIVIL WATER	LE-KM-CK-06	P	0		
DRAWING STATUS CODES				SCALE	SHEET SIZE		
R = REQUEST	T = TENDER	C = CONSTRUCTION		NTS	A1		
D = DRAFT	P = PRELIMINARY						
COPYRIGHT RESERVED							



LEGEND

- 75mm uPVC CLASS 9 PIPE
- 90mm uPVC CLASS 9 PIPE
- 110mm uPVC CLASS 9 PIPE
- 125mm uPVC CLASS 9 PIPE
- 45 TYPICAL NUMBERED NODES
- 22.82m PRESSURE HEAD READING ON NODE
- TYPICAL ELEVATED TANK

No.	DATE	REVISION DESCRIPTION	DRAWN	REF. DRG No.	REFERENCE DRAWING DESCRIPTION		RESPONSIBLE PERSON	DATE	<div>Unit 2 Stone Park East 28 Dimitri Crescent Platinum Park, Polokwane 0700 Tel: 015 297 0685 Fax: 015 297 0680</div> <div></div>	<div>CLIENT:  P O. Box 34 MOKOPANE 0600 Tel: 015 491 9662</div> <div>MOGALAKWENA LOCAL MUNICIPALITY</div>	DRAWING TITLE SKIMMING WATER RETICULATION LAYOUT	LAZWI DRAWING NUMBER					
					DRAWN	SJ - DRAUGHTS PERSON	MAY 2018	LAZWI PROJ. No				SUB NUMBER	DISCIPLINE	DRAWING NUMBER	STATUS	REVISION	
					CHECKED	DN - Pr. Tech. Eng - 201270224	MAY 2018	LE-LML-CK				-	CIVIL/WATER	LE-MLM-CK-03	P	0	
					DESIGN	DN - Pr. Tech. Eng - 201270224	MAY 2018	DRAWING STATUS CODES				SCALE		SHEET SIZE			
					CHECKED	MB - Pr. Techni. Eng - 201130081	MAY 2018	R = REPORT D = DRAFT				T = TENDER P = PRELIMINARY	C = CONSTRUCTION A = AS BUILT	NTS	A1		
					CLIENT	INITIALS AND SURNAME	SIGNATURE	DATE				COPYRIGHT RESERVED					