



## MOGALAKWENA LOCAL MUNICIPALITY

TENDER SHALL HAVE THE CIDB CLASS GRADING 7 CE OR HIGHER

**CONTRACT NO: 16-2020/2021 (RE-ADVERT)**

**FOR**

**MOORDKOPPIE MINI WATER SCHEME 22 PHASE 3 - B (Witrivier and Millennium Park)**

**PROCUREMENT DOCUMENT**

**JANUARY 2022**

**NAME OF TENDERER :** .....

**TENDER SUM IN FIGURES :** .....

**TENDER SUM IN WORDS :** .....  
(form of offer)

.....

**ISSUED BY:**

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

**Tel: (015) 491 9600**

**Fax: (015) 491 9755**

**PREPARED BY:**



**QUALIS CONSULTING  
314 MARSHALL STREET  
FLORA PARK  
0700**

**Tel: (012) 665 1168**

**Email: [info@qualisconsulting.co.za](mailto:info@qualisconsulting.co.za)**

**mig** | Municipal  
Infrastructure  
Grant



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)		
CIDB grading (Attachment) Correct minimum grading required and not expired status		
Form of Offer Completed in figures and in words		
Document filled in with a black pen		
All pages 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/All MBD forms to be completed.		
Accredited BBB-EE Certificate (Attachment) Joint BBB-EE for joint ventures or sworn-in affidavit.		
Company registration document (Attachment)		

**YES/\*NO mark with √**

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

(3)

***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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# **THE TENDER**

**PART T1 : TENDERING PROCEDURES**

**PART T2 : RETURNABLE DOCUMENTS**



**CONTRACT NO: 16-2020/2021**

**FOR**

**MOORDKOPPIE MINI WATER SCHEME 22 PHASE 3 - B (Witrivier and Millennium Park)**

## **PART T1: TENDERING PROCEDURES**

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## T1.1 TENDER NOTICE AND INVITATION TO TENDER

**CLOSING DATE & TIME: 23 February 2022 AT 10:00hrs**

### NOTICE NUMBER:

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

Tenders are hereby invited from prequalified only tenderers who can demonstrate that they will have in their employ staff which satisfy EPWP requirements during the contract validity are eligible to submit tenders

The details of the project are as follows:

No:	Project Name	CIDB Grading	Tender Number	Minimum Number of Work Opportunities Expected	Compulsory Briefing Session	Enquiries
1	MOORDKOPPIE MINI WATER SCHEME 22 PHASE 3 - B	7CE OR HIGHER	16- 2020/20 21		N/A	015 491 9671/9731/9649 Scm@mogalak- wena.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](http://www.etenders.gov.za) for free and Municipality website.**

**NO Official and compulsory briefing meetings** will held due to Covid 19.

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 **10:00hrs on 23 February 2022** for all the above projects when all tenders received will be opened in public in the Old Council Chamber, on the Ground Floor Civic Centre.

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

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

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

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

**NGOEPE HSM - ACTING MUNICIPAL MANAGER**

**54 RETIEF STREET, MOKOPANE, 0601**





**CONTRACT NO: 16-2020/2021**

**FOR**

**MOORDKOPPIE MINI WATER SCHEME 22 PHASE 3 - B (Witrivier and Millennium Park)**

### **TENDER DATA**

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of SANS 294:2015.

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.

<b>Subclause</b>	<b>Data</b>
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><b>THE TENDER</b></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</p> <p style="padding-left: 80px;">the Contract</p> <p><b>THE CONTRACT</b></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 &amp; Safety Act</p> <p style="padding-left: 40px;">C1.3 Guarantee</p> <p style="padding-left: 40px;">C1.4 Form Agreement in Terms of the Mine Health and Safety Act</p> <p style="padding-left: 40px;">C1.5 Appointment in Terms of Section 4 of the Mine Health and Safety Act</p> <p style="padding-left: 40px;">C1.6 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>C2.1 Pricing instructions</p> <p>C2.2 Bills of quantities</p> <p>C2.3 Summary of Bills of Quantities</p> <p>C2.4 Calculation of Tender Sum</p> <p>Part C3: Scope of work</p> <p>C3.1 Description of Works</p> <p>C3.2 Standard Specifications</p> <p>C3.3 Procurement</p> <p>C3.4 Additional Information</p> <p>Part C4: Site information</p> <p>C4.1 Site Information</p> <p>C4.2 Locality Plan</p> <p>Part C5: Drawings</p>
F 1.4	<p>The employer's agent is:</p> <p>Name: <b>Qualis Consulting</b></p> <p>Address: <b>314 Marshall Street, Polokwane, 0699</b></p> <p>Tel: <b>(012) 665 1168</b></p> <p>Email: <a href="mailto:info@qualisconsulting.co.za">info@qualisconsulting.co.za</a></p>
F.2.1	<p>Only those tenderers who are registered with the CIDB, or can provide proof of having applied for registration, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 7 CE OR HIGHER class of construction work, or by a contractor who is registered as a potentially emerging enterprise in terms of these Regulations at a contractor grading designation, one level higher than the contractor's registered grading designation, provided that the client</p> <p>(a) is satisfied that such a contractor has the potential to develop and qualify to be registered in that higher grade; and</p> <p>(b) ensures that financial, management or other support is provided to that contractor to enable the contractor to successfully execute that contract are eligible to submit tenders.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> <li>every member of the joint venture is registered with the CIDB or can provide proof of having registered;</li> <li>the lead partner has a contractor grading designation in the 7 CE OR HIGHER class of construction work; and the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a <b>7CE OR HIGHER</b> class of construction work are eligible to submit tenders.</li> </ol>
F.2.1.5	<p>The tender offer validity period is <b>90 days</b>.</p>



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F.2.10.1	The tender amount in the form of tender will be final and binding, refer to F.3.9
F.2.23	<b>The tenderer is required to submit with his tender A 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.</b>
F.3.11	<p><b>EVALUATION PROCESS AND CRITERIA</b></p> <p>Responsive tenders will be evaluated according to the Preferential Procurement Regulations, Regulation 09 of 2017.</p> <p>The following evaluation process and criteria will be used to evaluate all bids submitted:</p> <p><b>Administrative Compliance – Phase One</b></p> <p>1.1 All bids duly lodged will be examined to determine compliance with bidding requirements and conditions. Bids with obvious deviations from the requirements/conditions, will be eliminated from further evaluation.</p> <p>1.2 <b>Critical Criteria:</b></p> <p>The following critical criteria have been identified for this bid and any non-compliance thereto will lead to the bid being regarded as non-responsive and disqualified from further evaluation</p> <ul style="list-style-type: none"> <li>• All Pages to be initialled</li> <li>• Form of Offer completed and signed</li> <li>• Site inspection is compulsory</li> <li>• All attached MBD forms must be completed and signed.</li> <li>• If the value of the transaction is expected to exceed R10 million (VAT included), require bidders to furnish–</li> </ul> <p>(i) if the bidder is required by law to prepare annual financial statements for auditing, their audited annual financial statements –</p> <p style="padding-left: 40px;">(aa) for the past three years; or</p> <p style="padding-left: 40px;">(bb) since their establishment if established during the past three years;</p> <p>(ii) a certificate signed by the bidder certifying that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;</p> <p>(iii) particulars of any contracts awarded to the bidder by an organ of state during</p>

the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;

(iv) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality is expected to be transferred out of the Republic

Bill of quantities to be filled in black ink

- Initial all alterations in the BoQ
- Authority of Signatory to be signed
- JV agreement submitted (Where applicable)
- Proof of registration with CIDB attached (in case of Joint Venture both individuals and combined CIDB must be attached)
- Copy of Municipal rates and taxes not older than 3 months to be attached (Both for the company and each of the directors)
- Certified ID copies of directors/shareholders/members to be attached
- A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid. (Please note: Non-submission will not lead to disqualification of the bidder).

**NB: All copies must be certified, the certification must not be older than 3 months of the closing date**

#### **Functionality – Phase Two**

<b>FUNCTIONALITY</b>			
<b>A) COMPANY EXPERIENCE (no of projects &gt; R 20 mil)</b>			
<b>TARGETED GOALS</b> Name reference with contact details (Previous completed Water Supply and Reticulation projects > R 20 million value)	<b>MAX POINTS TO BE SCORED</b>	<b>POINTS CLAIMED BY THE TENDERER</b>	<b>POINTS ALLOCATION</b>
Project 1	5		
Project 2	5		
Project 3	5		
Project 4	5		
<b>Total</b>	<b>20</b>		
<b>B) COMPANY EXPERIENCE (value of projects)</b>			



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NAME REFERENCE WITH CONTACT DETAILS (Any civil, water and water supply projects)	MAX POINTS TO BE SCORED	POINTS CLAIMED BY THE TENDERER	POINTS ALLOCATION
Completed project with value of > R 40 million	10		
Completed project with value of > R 20 million	5		
<b>Total</b>	<b>10</b>		
<p><b>NB:</b> The tenderer should attach certified (not older than three months from the closing date of Bid) appointment letters and completion certificates as proof for having completed such project (Contract amount; contract period; proof of final completion). If adequate information is not provided on the projects listed, no points will be awarded. The note is for A and B</p>			
<b>C) FINANCIAL REFERENCES</b>			
TARGETED GOALS	MAX POINTS TO BE SCORED	POINTS CLAIMED BY THE TENDERER	POINTS ALLOCATION
Bank rating of 'C' or better	5		
Registered financial Institution's full details as guarantor in the amount of 10% as specified for surety purpose shall be submitted	3		
<b>Total</b>	<b>8</b>		
<b>D) EXPERIENCE</b>			
TARGETED GOALS	MAX POINTS TO BE SCORED	POINTS CLAIMED BY THE TENDERER	POINTS ALLOCATION

Contract Manager: Water Supply and Reticulation projects	≥10 yrs = 4 6-9 yrs = 3 3-5 yrs = 2 1-2 yrs = 1		
Site Agent: Water Supply and Reticulation projects	≥8 yrs = 4 5-7 yrs = 3 3-4 yrs = 2 1-2 yrs = 1		
Foreman: Water Supply and Reticulation projects	≥5 yrs = 2 4 yrs = 1.5 3 yrs = 1 1-2 yrs = 0.5		
Health and Safety Officer: Water Supply and Reticulation projects	≥5 yrs = 1 4 yrs = 0.75 3 yrs = 0.5 1-2 yrs = 0.25		
<b>Total</b>	<b>11</b>		
<p><b>NB: PROJECT ORGANOGRAM SHOULD BE ATTACHED. CURRICULUM VITAE WITH DETAILED EXPERIENCE AND CONTRACT DETAILS WITH CONTACTABLE REFERENCES SHOULD BE ATTACHED TO THE TENDER DOCUMENT FOR VERIFICATION BY THE CLIENT.</b></p> <p><b>NB: INTERNATIONAL QUALIFICATIONS TO BE ACCOMPANIED BY SAQA APPROVED VERIFICATIONS OR ELSE NO POINTS WILL BE ALLOCATED. NO ORGANOGRAM ATTACHED; NO POINTS WILL BE ALLOCATED.</b></p>			
<b>E) QUALIFICATIONS</b>			
<b>TARGETED GOALS</b>	<b>MAX POINTS TO BE SCORED</b>	<b>POINTS CLAIMED BY THE TENDERER</b>	<b>POINTS ALLOCATION</b>
Contract Manager: Civil Engineering or Construction Management or Project Management. ECSA Registered.	BSc = 4 B-Tech = 4 NDip = 3		
Site Agent: Civil Engineering or Construction Management or Project Management	BSc = 4 B-Tech = 4 NDip = 3		
Foreman: Water Supply and Reticulation projects	NDip = 2 NQF 7 = 2 N6 = 2 N3 = 1.5 NQF 5 = 1.5 NQF 4 = 1 NQF 3 = 0.5		
Health and Safety Officer: 5 years experience as an OHS officer in Water Supply and Reticulation projects	SACPCMP Reg = 1 NDip = 0.5		
<b>Total</b>	<b>11</b>		
<b>NB: Valid, certified qualifications (not older than three months from closing date of Bid) should be attached.</b>			



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<b>F) PLANT AND EQUIPMENT (Water Supply and Reticulation)</b>			
<b>TARGETED GOALS</b>	<b>MAX POINTS TO BE SCORED</b>	<b>POINTS CLAIMED BY THE TENDERER</b>	<b>POINTS ALLOCATION</b>
1. TLB x2	4		
2. Excavator x 2 (minimum of 20 Tons)	6		
3. Flat Deck Truck,	4		
4.LDV	3		
5. 10 m <sup>3</sup> Tipper Truck x 2	3		
<b>Total</b>	<b>20</b>		
<b>NB:</b> Tenderers should attach certified proof of ownership for the plant mentioned above if they own such plant. In case of hired plant, tenderers will be required to attach a letter of undertaking by the hiring firm indicating that they will provide the tenderer with such plant should the tenderer become a successful bidder. The hiring company should also provide proof of ownership for such plant.			
<b>G) PROGRAMME OF WORKS AND CASHFLOW</b>			
<b>PROGRAMME OF WORKS</b>			
Activities with Timelines			2
Detail with Critical path and Resource allocation			6
Microsoft Project or equivalent presentation			6
<b>CASHFLOW ESTIMATE AND FINANCIAL RESPONSIVENESS</b>			
Cashflow Projection			6
<b>Total</b>			<b>20</b>
<b>SUMMARY OF POINTS FOR FUNCTIONALITY</b>			
	<b>MAX POINTS TO BE SCORED</b>	<b>POINTS CLAIMED BY THE TENDERER</b>	<b>POINTS ALLOCATION</b>
A) COMPANY EXPERIENCE (no of projects > R 20 mil)	20		
B) COMPANY EXPERIENCE	10		

	(value of projects > R 40 mil)			
	C) FINANCIAL REFERENCES	8		
	D) PERSONNEL EXPERIENCE AND	11		
	E) PERSONNEL QUALIFICATIONS	11		
	F) PLANT AND EQUIPMENT (Water Supply and Reticulation)	20		
	G) PROGRAMME OF WORKS AND CASHFLOW	20		
	<b>Total</b>	<b>100</b>		
	<b>TOTAL POINTS ACHIEVABLE</b>			100
	<b>MINIMUM SCORE REQUIRED FOR FURTHER EVALUATION</b>			70
	<p><b>Price and Preference Points – Phase Three</b></p> <p>The procedure for evaluation of responsive tenders is 90/10 preference points system as contained in the procurement policy clause C3.3</p> <p>Phase three will be evaluated in accordance with MBD 6.2 as contained in this document.</p>			
F3.13.1	<p>Tender offers will only be accepted on condition that:</p> <ul style="list-style-type: none"> <li>a) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;</li> <li>b) the tenderer or any of its directors is not listed in the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2015 as a person prohibited from doing business with the public sector; and</li> <li>c) the tenderer has not over the last five years failed to satisfactorily perform a contract for the employer and has been issued with a written notice to this effect.</li> </ul>			
F.3.18	<p>The number of paper copies of signed contract to be provided by the Engineer is <b>Three (3)</b>.</p>			
F.5.5.1	<p>The works shall be completed within one financial year as envisaged by the employer, measured from commencement /site hand over date to due completion date.</p> <p>The contract will be awarded on <b>12 months</b> performance-based contract, annual financial allocation and financial availability.</p> <p>The contracting will be performance based and the contractor will be subjected to annual performance evaluation at the end of each financial year for contract renewal.</p> <p>The availability of financial resources cannot be guaranteed by Mogalakwena Local Municipality and is also for the continuation of the contract Mogalakwena Local Municipality will reserve the right without prejudice to withdraw from any of the contracts with all rights reserved should the required financial resources not be available.</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</p>			





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	labour-intensive competencies for supervisory and management staff during the validity of the contract are eligible to submit tenders
	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.

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**MBD 1**

## **INVITATION TO BID**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE  
MOGALAKWENALOCALMUNICIPALITY**

**BID NUMBER: 16-2020/2021 CLOSING DATE: 23 FEBRUARY 2022 CLOSING TIME: 10:00hrs**

**DESCRIPTION: MOORDKOPPIE MINI WATER SCHEME 22 PHASE 3 - B**

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



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**FOR**

**MOORDKOPPIE MINI WATER SCHEME 22 PHASE 3 - B (Witrivier and Millennium Park)**

BID DOCUMENTS MAY BE POSTED TO:

Mogalakwena Local Municipality

P.O. Box 34

Mokopane

0600

OR

DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

Mogalakwena Local Municipality

54 Retief Street (Corner Retief and Ruiter Str. Mokopane)

Mokopane

0600

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

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

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

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

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

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

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

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

NAME OF BIDDER .....

POSTAL ADDRESS .....

STREET ADDRESS .....

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

CELLPHONE NUMBER .....

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

VAT REGISTRATION NUMBER.....

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

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE  
GOODS/SERVICES OFFERED BY YOU?

YES/NO

(IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER.....

DATE.....

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

TOTAL BID PRICE.....

TOTAL NUMBER OF ITEMS OFFERED.....

---

**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:**

**Municipality / Municipal Entity:** Mogalakwena Municipality

**Department:** Finance - SCM

**Contact Person:** Rasekgala Moyahobo

**Tel:** 015 491 9647

**Fax:** 086 216 4563.

[scm@mogalakwena.gov.za](mailto:scm@mogalakwena.gov.za) / [rasekgalam@mogalakwena.gov.za](mailto:rasekgalam@mogalakwena.gov.za)

**ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:**

**Contact Person:** KUTUMELA SP

**Tel:** 015 491 9798 / 9799 / 9603

**Email:** [kutumelap@mogalakwena.gov.za](mailto:kutumelap@mogalakwena.gov.za) and [mogotlanet@mogalakwena.gov.za](mailto:mogotlanet@mogalakwena.gov.za)

**MBD 3.1**

**PRICING SCHEDULE – FIRM PRICES  
(PURCHASES)**

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

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



#### **MBD 4**

#### **DECLARATION OF INTEREST**

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting



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**FOR**

**MOORDKOPPIE MINI WATER SCHEME 22 PHASE 3 - B (Witrivier and Millennium Park)**

bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

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

2.2 Identity Number: .....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): .....

2.4 Company Registration Number: .....

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / personal numbers must be indicated in paragraph 3 below.

<sup>1</sup>"State" means –

- (a) 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);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

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

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: .....

Name of state institution at which you or the person connected to the bidder is employed: .....

Position occupied in the state institution: .....

Any other particulars:  
.....  
.....  
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

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

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with **YES / NO**





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**FOR**

**MOORDKOPPIE MINI WATER SCHEME 22 PHASE 3 - B (Witrivier and Millennium Park)**

the evaluation and or adjudication of this bid?

2.9.1 If so, furnish particulars.

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

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

**YES/NO**

2.10.1 If so, furnish particulars.

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

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

**YES/NO**

2.11.1 If so, furnish particulars:

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

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

Full Name	Identity Number	Personal Reference Number	Tax Number	State Number	Employee / Persal


**4    DECLARATION**

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

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

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

.....	.....
Signature	Date

.....	.....
Position	Name of bidder

**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.

.....  
.....

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

## MBD 6.1

### PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 (i)

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

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

#### 1. GENERAL CONDITIONS

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

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

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

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10
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.**

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

### 3.

### 3.1

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

**or**

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

$P_{min}$  = Price of lowest acceptable bid

#### 4. 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:

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

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

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

<b>Designated Group: An EME or QSE which is at least 51% owned by:</b>	<b>EME</b> √	<b>QSE</b> √
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		
<b>OR</b>		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
  - ☐ One person business/sole propriety
  - ☐ Close corporation
  - ☐ Company
  - ☐ (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

.....



8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

**Municipality where business is situated:**

.....

**Registered Account Number:** .....

**Stand Number:**.....

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

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

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

WITNESSES

.....

.....

SIGNATURE(S) OF  
BIDDERS(S)

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

**PART 1 (TO BE FILLED IN BY THE BIDDER)**

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted.

My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

(i) Bidding documents, viz

- Invitation to bid;
- Tax clearance certificate;
- Pricing schedule(s);
- Technical Specification(s);
- Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017;
- Declaration of interest;
- Declaration of bidder's past SCM practices;
- Certificate of Independent Bid Determination;
- Special Conditions of Contract;

(ii) General Conditions of Contract; and

(iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions developing on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

**WITNESSES**

1 .....

2 .....

DATE: .....

**CONTRACT FORM - PURCHASE OF GOODS/WORKS  
PART 2 (TO BE FILLED IN BY THE PURCHASER)**

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

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

**WITNESSES**

1. ....

2. ....

DATE .....

**CONTRACT FORM - RENDERING OF SERVICES**

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

(i) Bidding documents, viz

- Invitation to bid;
- Tax clearance certificate;
- Pricing schedule(s);
- Filled in task directive/proposal;
- Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
- Declaration of interest;
- Declaration of Bidder's past SCM practices;
- Certificate of Independent Bid Determination;
- Special Conditions of Contract;

(ii) General Conditions of Contract; and

(iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.  
NAME (PRINT) .....  
CAPACITY .....  
SIGNATURE .....  
NAME OF FIRM .....  
DATE .....

WITNESSES
1 .....
2 .....
DATE: .....

**MBD 7.2****CONTRACT FORM - RENDERING OF SERVICES  
PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I ..... in my capacity  
as ..... accept your bid under reference number  
.....dated.....for the rendering of services indicated hereunder and/or  
further specified in the annexure(s).

2. An official order indicating service delivery instructions is forthcoming.

3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

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

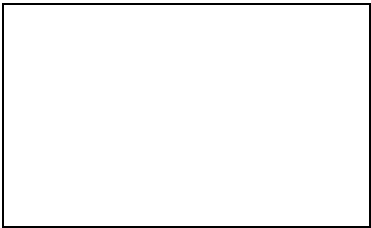
4. I confirm that I am duly authorised to sign this contract.

SIGNED AT ..... ON .....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL



STAMP

WITNESSES	
1	.....
2	.....
DATE:.....	



## MBD 7.3

### CONTRACT FORM - SALE OF GOODS/WORKS

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

#### PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to purchase all or any of the goods and/or works described in the attached bidding documents from (name of institution)..... in accordance with the requirements stipulated in (bid number)..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the seller during the validity period indicated and calculated from the closing time of bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

(i) Bidding documents, viz

- Invitation to bid;
- Tax clearance certificate;
- Pricing schedule(s);
- Declaration of interest;
- Declaration of Bidder's past SCM practices;
- Special Conditions of Contract;

(ii) General Conditions of Contract; and

(iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) cover all my obligations and I accept that any mistakes regarding price(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions

devolving on me under this agreement as the principal liable for the due fulfilment of this contract.

5. I undertake to make payment for the goods/works as specified in the bidding documents.

6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT) .....  
CAPACITY .....  
SIGNATURE .....  
NAME OF FIRM .....  
DATE .....

WITNESSES

1 .....

2. ....

DATE: .....

**CONTRACT FORM - SALE OF GOODS/WORKS****MBD 7.3****PART 2 (TO BE FILLED IN BY THE SELLER)**

1. I..... in my capacity as..... accept your bid under reference number .....dated.....for the purchase of goods/works indicated hereunder and/or further specified in the annexure(s).

2. I undertake to make the goods/works available in accordance with the terms and conditions of the contract.

ITEM	DESCRIPTION	PRICE (ALL APPLICABLE TAXES INCLUDED)		

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

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

--

<b>WITNESSES</b>
1. ....
2. ....
DATE .....

**DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
  - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
  - b. been convicted for fraud or corruption during the past five years;
  - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2015).
- 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 of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audialterampartem</i> rule was applied).  <b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b>	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 2015)? <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.3.1	If so, furnish particulars:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
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 IS TRUE AND CORRECT.**

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> 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:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> 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 consortium<sup>3</sup> 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.

**<sup>3</sup> 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 2015 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder



**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: 16-2020/2021 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 who

## T2.1 A 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 B SCHEDULE OF PROPOSED SUBCONTRACTORS (EXCLUDING LOCAL)**

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

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

	<b>Name and address of proposed Subcontractor</b>	<b>Company Registration Number &amp; CIDB Classification</b>	<b>Description of Work to be executed by Subcontractor</b>
1.			
2.			
3.			
4.			
5.			

NOTES:

- 1) ATTACH PROJECT CERTIFICATE OF COMPLETION FOR COMPLETED PROJECTS**
- 2) ATTACH APPOINTMENT LETTER FOR PROJECTS THAT ARE NOT YET COMPLETE**

Signed.....

Date.....

Name.....

Position.....

Tenderer.....

## T2.1 C SCHEDULE OF PLANT AND EQUIPMENT

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

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required

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

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

Tenderer.....

## 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:

	<b>Date</b>	<b>Title of Details</b>
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 CONTRACTOR’S ESTABLISHMENT ON SITE**

The combined extended total tendered for Part 1 for the Fixed charge and Value related items;  
i.e.

**Contractual Requirements:**

PSA 8.3.1 Fixed charge contractual requirements.

PSA 8.3.1 Value related contractual requirements.

shall not exceed a maximum of 15 % of the tender sum (excluding VAT).

Total tendered for Item (a), (b) and (c) expressed as a percentage of the tender sum (excluding VAT): .....% (insert percentage).

SIGNED ON BEHALF OF TENDERER .....



## **T2.1 H 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: .....

**1 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 I 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 (COIDA) (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 J REQUIREMENTS IN TERMS OF GOVERNMENT'S RECONSTRUCTION AND DEVELOPMENT PROGRAMME**

### **K1 General**

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

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

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

### **K2 Definitions**

#### **K2.1 Contract Participation Goal (CPG)**

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

#### **K2.2 Affirmable Business Enterprise (ABE)**

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

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

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

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

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

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

### K2.4 Target values

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

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

Labour Maximisation	:	15%
ABE support	:	10%

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

HDI Supervisory Staff : 50%

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

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

### **K3 Contract Participation Performance (CPP)**

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

#### **K3.2 Monitoring of CPG**

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

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

### **K4 Training**

No training will be offered.

## RDP1(E) SCHEDULE OF LOCAL LABOUR CONTENT

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

The specified target value is 15%

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.
- (3) The rate shall be R 147.53 per day

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)
<b>TOTAL</b>				

**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.

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

**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		

HDIs 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.**

## **SBD2      TAX CLEARANCE REQUIREMENTS**

### **IT IS A CONDITION OF BIDDING THAT -**

1.      The taxes of the successful bidder **must** be in order, or that satisfactory arrangements have been made with the Receiver of Revenue to meet his / her tax obligations.
  
2.      The attached form "Application for Tax Clearance Certificate (in respect of bidders)", must be completed in all respects and submitted to the Receiver of Revenue where the bidder is registered for tax purposes. The Receiver of Revenue will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of six (6) months from date of issue. This Tax Clearance Certificate must be submitted in the original together with the bid. Failure to submit 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, DUTIES OR LEVIES OR THE RENDITION RETURNS BY ANY PERSON AS A RESULT OF ANY SYSTEM NOT BEING YEAR 2000 COMPLIANT.

[SBD 2]



**CONTRACT NO: 16-2020/2021**

**FOR**

**MOORDKOPPIE MINI WATER SCHEME 22 PHASE 3 - B (Witrivier and Millennium Park)**

## **T2.2 OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION**

T2.2A FINANCIAL DETAILS, STATEMENTS AND BANK REFERENCES .....	73
T2.2B CONSTRUCTION INDUSTRIES DEVELOPMENT BOARD REGISTRATION .	74
T2.2 C COMPULSORY ENTERPRISE QUESTIONNAIRE .....	75



**CONTRACT NO: 16-2020/2021**

**FOR**

**MOORDKOPPIE MINI WATER SCHEME 22 PHASE 3 - B (Witrivier and Millennium Park)**

## **T2.2A 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 TENDERER'S BANK ACCOUNT**

#### **MUST BE COMPLETED BY TENDERER'S BANK**

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

SIGNED ON BEHALF OF THE BANK

NAME OF BANK OFFICIAL:.....

DESIGNATION:.....

SIGNATURE:.....

DATE:.....



**BANK STAMP**

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

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

DATE:.....



## **T2.2B 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](http://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



**CONTRACT NO: 16-2020/2021**

**FOR**

**MOORDKOPPIE MINI WATER SCHEME 22 PHASE 3 - B (Witrivier and Millennium Park)**

**T2.2 C COMPULSORY ENTERPRISE QUESTIONNAIRE**

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

**Section 1: Name of enterprise:** .....

**Section 2: VAT registration number, if any:** .....

**Section 3: CIDB registration number, if any:** .....

**Section 4: Particulars of sole proprietors and partners in partnerships**

Name*	Identity Number *	Personal income tax number*

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

**Section 5: Particulars of companies and close corporations**

Company registration number .....

Close corporation number .....

Tax reference number .....

**Section 6: Record in the service of the state**

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

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

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

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


\* Insert separate page if necessary

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

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

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

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

\* Insert separate page if necessary

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

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my/our tax matters are in order;
- ii) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2015;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I/we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

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

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

Enterprise name.....



**CONTRACT NO: 16-2020/2021**

**FOR**

**MOORDKOPPIE MINI WATER SCHEME 22 PHASE 3 - B (Witrivier and Millennium Park)**

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

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**CONTRACT NO: 16-2020/2021**

**FOR**

**MOORDKOPPIE MINI WATER SCHEME 22 PHASE 3 - B (Witrivier and Millennium Park)**

**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. These 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 employer's agent.

### **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 (INCL. VAT)	MONTH	VALUE (INCL. VAT)	MONTH	VALUE (INCL. VAT)
1		9		17	
2		10		18	
3		11		19	
4		12		20	
5		13		21	
6		14		22	
7		15		23	

**TOTAL: R.....**

**(EXCLUDING CONTINGENCIES AND CONTRACT PRICE ADJUSTMENT)**

SIGNED ON BEHALF OF TENDERER: .....



**CONTRACT NO: 16-2020/2021**

**FOR**

**MOORDKOPPIE MINI WATER SCHEME 22 PHASE 3 - B (Witrivier and Millennium Park)**

### **T2.3 D RATES FOR SPECIAL MATERIALS**

Only special 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 E      QUALITY MANAGEMENT PLAN AND METHOD STATEMENT**

Tenderer shall provide his quality management plan and method statement describing how he will ensure successful execution of the project. Highlight all work activities and inputs that may pose a threat or risk to the successful execution of the project:

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.**



**CONTRACT NO: 16-2020/2021**

**FOR**

**MOORDKOPPIE MINI WATER SCHEME 22 PHASE 3 - B (Witrivier and Millennium Park)**

## **T2.3 FORMS TO BE COMPLETED BY CONTRACTOR APPOINTED**

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#### **T.2.4.1 RETENTION MONEY GUARANTEE PROFORMA**

##### **EXAMPLE**

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

FOR INFORMATION ONLY:

This Guarantee is not to be completed and signed by the Guarantor.

A separate form will be issued to the successful Tenderer

##### **Notes to Tenderer**

- 1. This pro forma is for information only. The successful tenderer's guarantor will need to reproduce it without amendment, omission or addition for completion and lodgement with the Employer.**
- 2. The tenderer's guarantee will have to be on letterheads indicating the contact details of the guarantor, shareholders/board of directors, guarantee number and the company registration number.**

**FOR**

**MOORDKOPPIE MINI WATER SCHEME 22 PHASE 3 - B (Witrivier and Millennium Park)**

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 .....

.....  
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.2.4.2 FORM RDP 9(E) : CONTRACT EMPLOYMENT REPORT

CONTRACT NO: 16-2020/2021

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)								
<b>TOTALS</b>										
<b>GRAND TOTALS</b>										

# EXAMPLE

## T.2.4.3 FORM RDP 10(E) : EMPLOYMENT OF SUPERVISORY STAFF REPORT

CONTRACT NO: 16-2020/2021

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.2.4.4 FORM RDP 11(E) : GENERIC TRAINING REPORT

CONTRACT NO: 16-2020/2021

REPORT ON GENERIC TRAINING ON THE ABOVE CONTRACT FOR THE MONTH OF 2021										
DATES OF TRAINING COURSES		EMPLOYER OF TRAINEE		NAME OF TRAINING INSTITUTE OR IF IN-HOUSE WRITE IH	ATTENDANCES				TOTAL COST OF TRAINING PER TYPE OF TRAINING	
					NUMBER ATTENDING		CERTIFICATES AWARDED			
START	FINISH	NAME	VENDOR NO.		MALE	FEMALE	MALE	FEMALE	MALE	FEMALE
<b>TOTAL</b>										
<b>TOTAL ALL TRAINEES</b>										

### EXAMPLE

#### T.2.4.5 FORM RDP 12(E) : ENTREPRENEURIAL TRAINING REPORT

**CONTRACT NO: 16-2020/2021**

[illegible]

## EXAMPLE

### T.2.4.6 FORM RDP 13(E) : ENGINEERING TRAINING REPORT

**CONTRACT NO: 16-2020/2021**

REPORT ON ENGINEERING TRAINING ON THE ABOVE CONTRACT FOR THE MONTH OF _____ 2021										
DATES OF TRAINING COURSES		EMPLOYER OF TRAINEE		NAME OF TRAINING INSTITUTE OR IF IN-HOUSE WRITE – IH	ATTENDANCES				TOTAL COST OF TRAINING PER TYPE OF TRAINING	
					NUMBER ATTENDING		CERTIFICATES AWARDED			
START	FINISH	NAME	VENDOR NO.		MALE	FEMALE	MALE	FEMALE	MALE	FEMALE
TOTAL										
TOTAL ALL TRAINEES										

## EXAMPLE

### T.2.4.7 FORM RDP 14(E) : COMMUNITY LIAISON MEETING REPORT

**CONTRACT NO: 16-2020/2021**

REPORT ON COMMUNITY LIAISON MEETINGS ON THE ABOVE CONTRACT FOR THE MONTH OF 2021						
DATE OF MEETING	COMPANY/FIRM OR ORGANISATION RESPONSIBLE FOR ARRANGING THE MEETING		NUMBER OF COMMUNITY MEMBERS PRESENT	DURATION OF MEETING (hours)	TOTAL COST OF THE MEETING	COMMENTS
	NAME	VENDOR NO.				



**CONTRACT NO: 16-2020/2021**

**FOR**

**MOORDKOPPIE MINI WATER SCHEME 22 PHASE 3 - B (Witrivier and Millennium Park)**

# **THE CONTRACT**

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



## **PART C1: AGREEMENT AND CONTRACT DATA**

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**CONTRACT NO: 16-2020/2021**

**FOR**

**MOORDKOPPIE MINI WATER SCHEME 22 PHASE 3 - B (Witrivier and Millennium Park)**

**C1.1 FORM OF OFFER AND ACCEPTANCE**

**Offer**

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

**Contract Number: 16-2020/2021**

**MOORDKOPPIE MINI WATER SCHEME 22 PHASE 3 - B (Witrivier and Millennium Park)**

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

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

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

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

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

**For the Tenderer:**

Signature(s) .....

Name(s) .....

Capacity .....

Name and address of organization .....

.....

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 Pricing Data

PART 3 Scope of Work

PART 4 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 as listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this schedule, which must be signed by the authorised representative(s) of both parties.

The Tenderer shall within 14 working days after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

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

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

## Schedule of Deviations

Item	Deviation Details

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

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

### For the Contractor:

Signature(s) .....

Name(s) .....

Capacity .....

.....  
(Name and address of organization)

Name of witness .....

Signature ..... Date: .....

### For the Employer:

Signature(s) .....

Name(s) .....

Capacity .....

.....  
(Name and address of organization)

Name of witness .....

Signature ..... Date: .....

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

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

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

WHEREAS the Employer is desirous that certain works be constructed, viz **MOORDKOPPIE MINI WATER SCHEME 22 PHASE 3 - B (Witrivier and Millennium Park)** and has accepted a tender by the Principal Contractor for the construction, completion & maintenance of such works and whereas the Employer and the Principal Contractor have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Principal Contractor with the provisions of the Occupational Health and Safety Act 1993 (Act 85 of 1993 and the Construction Regulation, July 2003);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Principal Contractor shall execute the work in accordance with the contract documents pertaining to this contract.
2. This Agreement shall hold good from its commencement date, which shall be the date of a written notice from the employer or engineer requiring him to commence the execution of the Works, to either:
  - a) the date of the final certificate issued in terms of clause 5.16.1 of the General Conditions of Contract for Construction Works 2015 (3<sup>rd</sup> Edition) as issued by the South African Institution of Civil Engineering (hereinafter referred to as "the GCC 2015 (3<sup>rd</sup> 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 and 9.3 of the GCC 2015 (3<sup>rd</sup> 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 are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993 which cover shall remain in force whilst any such employees are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.
  6. The Principal Contractor undertakes to ensure that he and/or his sub-contractors and/or their respective employees will at all times comply with the following conditions:
    - a) The Principal Contractor shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Principal Contractor shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Principal Contractor obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
    - b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Principal Contractor to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
    - c) The Employer hereby obtains an interest in the issue of any formal enquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Principal Contractor and/or his employees and/or his sub-contractors.

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

<hr/>	
SIGNED FOR AND ON BEHALF OF THE EMPLOYER	
NAME OF WITNESS 1.....	2 .....
SIGNATURE 1.....	2 .....

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

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

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SIGNED FOR AND ON BEHALF OF THE PRINCIPAL CONTRACTOR

NAME OF WITNESS 1..... 2 .....

SIGNATURE 1..... 2 .....





**CONTRACT NO: 16-2020/2021**

**FOR**

**MOORDKOPPIE MINI WATER SCHEME 22 PHASE 3 - B (Witrivier and Millennium Park)**

**C1.3 GUARANTEE**

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

**CONTRACT NO: 16-2020/2021**

I/We, the undersigned, .....

.....

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

..... and as such  
duly authorized to represent.....

(Hereinafter referred to as "the Guarantor") (in the case of a Company a resolution to  
be attached) do hereby bind the said Guarantor for the obligations

of..... (hereinafter referred to as "the Contractor") in

terms of the above-mentioned Contract between the Municipal Manager, of

Mogalakwena Local Municipality and the said Contractor, and/or for the refund by

the Contractor of any excess payments to the Contractor not due and which cannot

be recovered from the amount of the retention money to the credit of the Contractor

in terms of Clauses 6.2.1 and 6.10 of the General Conditions of Contract 2015 (3<sup>rd</sup>

Edition), and do further bind the Guarantor as surety and co-principal debtor with the

Contractor for any other amounts which may become payable to the said Municipal

Manager from any cause whatsoever arising from the insolvency of the Contractor.

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

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

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

and the Guarantor undertakes to pay the said amount of R .....  
or such portion thereof as may be demanded immediately on receipt of a written demand from you in terms of Clause 6.2.1 of the General Conditions of Contract 2015 (3<sup>rd</sup> Edition). A certificate under your hand shall be sufficient and satisfactory evidence as to the amount of the Guarantor's liability for the purpose of enabling provisional sentence or any similar relief to be obtained against the Guarantor.

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

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

This Guarantee shall lapse upon the issue of the Completion Certificate in terms of Clause 5.14.4 of the General Conditions of Contract 2015 (3<sup>rd</sup> Edition).

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

AS WITNESSES:

1. ....

GUARANTOR

2. ....

ADDRESS:.....

.....

.....

## STAMP DUTY AND ENDORSEMENT

### STAMP DUTY WILL BE REQUIRED AS SHOWN BELOW

#### (i) GUARANTEE PROVIDED BY BANK

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

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

#### (ii) GUARANTEE PROVIDED BY INSURANCE COMPANY

No duty

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

## ENDORSEMENT

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



CONTRACT NO: 16-2020/2021

FOR

**MOORDKOPPIE MINI WATER SCHEME 22 PHASE 3 - B (Witrivier and Millennium Park)**

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

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

Annexure A:

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

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Contractor shall himself obtain the Mining Authorisation for the sites.
2. The Contractor shall assume responsibility for the Environmental Management Programmes (EMP) in respect of the sites and shall ensure that the sites are rehabilitated at the conclusion of the Contract.
3. The Contractor shall comply with the provisions of the Act and the requirements of the Director: Mineral Development of the Department of Minerals and Energy in making the necessary financial provisions to mine

optimally and safety and to rehabilitate the surface of the land concerned satisfactory and to carry out the EMP. All costs incurred in providing a guarantee or other financial provision shall be borne by the Contract.

4. This Agreement shall hold good from the date on which the Mining Authorisation is issued until the date on which a Closure Certificate is issued in terms of the Minerals Act, 1991.
5. Nothing in this Agreement shall exonerate the Contractor from compliance with any requirements of the Engineer regarding the rehabilitation of sites prior to the issue of a Final Approval Certificate in terms of clause 5.16.1 of the General Conditions of Contract 2015 (3<sup>rd</sup> Edition).
6. The Contractor shall undertake all the duties and accept all the responsibilities of the owner in compliance with the requirements of the Act as amended.
7. The Contractor accepts responsibility for compliance with the Act, as amended, by all his sub-contractors whether or not selected and/or approved by the Employer.

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

SIGNED ON BEHALF OF THE EMPLOYER .....

AS WITNESS:

1. .... 2. ....

NAME(Print): ..... NAME(Print): .....

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

SIGNED ON BEHALF OF THE CONTRACTOR .....

AS WITNESS:

1. .... 2. ....

NAME (Print): ..... NAME (Print): .....

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

I, .....(name) in	
my capacity as .....(designation) of the Employer, <b>The Mogalakwena Local Municipality</b> who is the owner of the Mine(s) state name(s) or state “to be worked under the requirements of the above mentioned, hereby appoint	
.....(name) in his capacity as	
.....(designation). of the Contractor to perform all	
functions entrusted to the Employer by Sections 2 and 3 of the Act, as amended	
SIGNED: .....	
DATE: .....	
WITNESS: 1.....	2.....
NAME(Print):1.....	2.....

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

I hereby accept the above appointment

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

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

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



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**FOR**

**MOORDKOPPIE MINI WATER SCHEME 22 PHASE 3 - B (Witrivier and Millennium Park)**

**Note to tenderer:**

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

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

SIGNED:.....

DATE: .....

WITNESS: 1.....

2.....

NAME(Print):1.....

2.....

I hereby accept the above appointment:

SIGNED: .....

DATE:.....

WITNESS: 1.....

2.....

NAME(Print):1.....

2.....

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

**DEFINITIONS:**

Section 102 of the Mine Health and Safety Act refers.

“mine” means, when –

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

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





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“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 at .....on this the  
.....day of .....in the year..... between  
.....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 a resolution appended hereto as Annexure A:

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

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The contractor shall obtain the Mining Authorisation for the particular site where mining activities, as defined in the Mine Health and Safety Act, No. 29 of 1996 as amended, are to be conducted.
2. The contractor shall assume responsibility for the Environmental Management Programme (EMPR) in respect of the site and shall ensure that the site is rehabilitated at the conclusion of the contract.
3. The contractor declares himself to be conversant with:
  - a) all the requirements, regulations and standards of the Act, together with its amendments.
  - b) the procedures and safety rules of the Employer as pertaining to the Contractor and to all his sub-contractors.

4. The contractor is responsible for the compliance with the Act and its amendments by all his subcontractors, whether or not selected and/or approved by the Employer.

SIGNED ON BEHALF OF THE EMPLOYER .....

AS WITNESS:

1. .... 2. ....

NAME(Print): ..... NAME(Print): .....

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

SIGNED ON BEHALF OF THE CONTRACTOR .....

AS WITNESS:

1. .... 2. ....

NAME(Print): ..... NAME(Print): .....



**CONTRACT NO: 16-2020/2021**

**FOR**

**MOORDKOPPIE MINI WATER SCHEME 22 PHASE 3 - B (Witrivier and Millennium Park)**

## **C1.8 CONTRACT DATA**

### **C1.8.1 Contract Specific Data**

The Conditions of Contract are the General Conditions of Contract for Construction Works 2015 (3<sup>rd</sup> Edition) published by the South African Institution of Civil Engineering. (GCC).

#### **Section 1: Data provided by the Employer**

<b>Clause</b>	
1.1.1.5	Clause 1.1.1.5 of the GCC is replaced by the following: The "Commencement date" shall be the date the site is handed over to the Contractor.
1.1.1.15	The Employer is the <b>Mogalakwena Local Municipality</b>
1.1.1.15	The Mogalakwena Local Municipality Engineer is <b>Ms Prudence Kutumela</b>
1.1.1.16	The Engineer representing the Consultant (Qualis Consulting) is <b>Mr. L.Gwangwa</b>
1.1.1.26	The Pricing Strategy is <b>Re-measurement Contract</b>
1.2.1.2	The employer's address for receipt of communication is: <b>Tel: (015) 491 9600</b> <b>Facsimile: (015) 491 9755</b> <b>Address: 54 Retief Street, Mokopane, 0601</b>
1.2.1.2	The engineer's address for receipt of communication is: Telephone: (012) 665 1168 e-mail: <a href="mailto:info@qualisconsulting.co.za">info@qualisconsulting.co.za</a> Address: 314 Marshall Street, Florapark, Polokwane, 0700
3.2.1	The engineer is required in terms of his appointment with the employer to obtain the following specific approvals from the employer: 1. Approval of extension of time; 2. Approval of additional costs; 3. Approval of variation orders; 4. Approval from Mogalakwena Local Municipality for the utilization of any Contingencies 5. Approval of penalties

Clause	
5.3.1	<p>The documentation required before commencing with the Works are:</p> <p>The Health and Safety Plan(Refer to Clause 4.3).</p> <p>The Works programme is to be delivered within fourteen (14) days of the Commencement Date taken as Date of Site Hand-over (Refer to Clause 5.6)</p> <p>Security (Refer to Clause 6.2)</p> <p>Insurance (Refer to Clause 8.6)</p>
	<p>The Works are to be commenced within fourteen (14) Days of the Commencement Date taken as Date of Site Hand-over.</p>
5.5.1	<p>The Works shall be completed within 12 months as envisaged by the employer, measured from commencement/site hand-over date to due completion date.</p>
5.1.1	<p>The non-working days are Sundays.</p>
5.8.1	<p>The special non-working days are all designated public holidays (including all foreseeable statutory declared election days).</p> <p>The year-end break commencing on 14<sup>th</sup> December to the 4<sup>th</sup> January 2021.</p>
5.13.1	<p>The penalty for delay is <b>R5000</b> per calendar day or part thereof.</p>
5.14.5.2	<p>The Defects Liability Period is twelve (<b>12</b>) calendar months after the date of the final certificate of completion.</p>
5.16.3	<p>The latent defect liability period is 10 years after the date of the final approval certificate</p>
6.2.1.	<p>The Guarantee is to contain the <b>same wording</b> as indicated in appendix 3 of GCC for construction works, Third edition (2015).</p>
6.2.1.	<p>The amount of the Guarantee is to be <b>10%</b> surety of the Contract Price. The amount of the labour Guarantee is to be <b>1.5%</b> of the Contract Price.</p>
6.5.1.2.3	<p>Daywork allowances as tendered in Section 1200 A5: Daywork of the Bill of Quantities: Materials at cost plus 15%.</p>
6.8.2	<p>The value of each monthly statement for payment, submitted to the employer's Agent by the contractor, shall be increased or decreased by the amount obtained by multiplying "A<sub>c</sub>" (defined in Clause 2 of this contract Price Adjustment Factor, rounded off to the fourth decimal place, determined according to the formula:</p> $(1 - x) \left[ \frac{aLt}{Lo} + \frac{bPt}{Po} + \frac{cMt}{Mo} + \frac{dFt}{Fo} - 1 \right]$

Clause	
	<p>In which the symbols have the following meaning:</p> <p>“x” is the proportion of “A<sub>c</sub>” which is not subject to adjustment. Unless otherwise stated in the Contract Data, this proportion shall be 0.10.</p> <p>“a”, “b”, “c” and “d” are the coefficients contained in the Contract Data, which are deemed, irrespective of the actual constituents of the work, to represent the proportionate value of labour, Contractors’ equipment, material ( other than “special materials” specified in the Contract Data) and fuel respectively. The arithmetical sum of “a”, “b”, “c” and “d” shall be unity.</p> <p>“L” is the “Labour Index”, “P” is the “Contractor’s Equipment Index”, “M” is the “Materials Index” and “F” is the “Fuel Index”, all as defined in the contract Data.</p> <p>The suffix “0” denotes the base indices applicable to the base month as stated in the contract Data.</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 monthly statement relates.</p> <p>If an index relevant to any particular monthly statement is known at the time when the monthly statement is prepared, the Contractor shall estimate the value of such index. Any correction required, when the correct indices become known, shall be made by the Contractor in subsequent monthly statements.</p> <p>If the organisation publishing the indices, changes any of the indices set out in the Contract Data, the Contractor shall use a correlation factor, which integrates the old and the new indices, for adjustment of subsequent payment certificates.</p> <p>The urban area nearest the site <b>is Mokopane.</b></p> <p>The base month January <b>2022</b> (<i>the month prior to the month in which the closing date of the tender falls</i>)</p>
6.8.3	<p>The following are special materials:</p> <p>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>
6.10.1.5	<p>The percentage limit on materials not yet built into the Permanent Works is 80%.</p>

Clause	
6.10.3	The percentage retention is 10% of the certified work done (including VAT).
6.10.3	The limit of retention money is 10% of the certified work done (including VAT).
6.10.3	<b>A Retention Money Guarantee is compulsory. A penalty will be applied for non-delivery of the Retention Money Guarantee as required.</b>
8.6.1.	The amount to be included in the sum insured to cover the value of:
8.6.1.1.2	a) Materials supplied by the employer for incorporation into the works is R nil.
8.6.1.1.3	b) Professional fees are not included in the Contract Price.
8.6.1.2	The following additional and varied insurances are required: CAR& SASRIA.
8.6.1.3	The Limit of the liability insurance required should not be less than the contract amount.
9.2.1.3.2	Clause 9.2.1.3.2 is replaced by the following “Has failed to submit documentation or to commence the Works in terms of Clause 5.3, or has suspended the progress of the Works for fourteen (14) consecutive days after receiving from the Engineer written notice to proceed,”
10.5.1/2	Disputes are to be referred to a standing ad-hoc adjudication
10.7	Disputes are to be referred for final settlement to <b>arbitration</b> .
	Time within which payment to contractor for works done must be made: <b>30 days</b> after submission to the Client.
	All labourers to be paid the sum of <b>R147.53 per working day</b>
	Interest to be paid by Client on delayed payment: <b>Prime interest rate</b>

## Section 2: Data provided by the Contractor

Clause	
1.1.9	The contractor is .....(name)
1.2.1.2	The contractor's address for receipt of communication is: Telephone.....Facsimile:..... e-mail:..... Postal Address:.....
6.5.1.2.3	The percentage allowances to cover all charges for the contractor's and subcontractor's profits, timekeeping, clerical work, insurance, establishment, superintendence and the use of hand tools is 10%.
6.8.3	The rate for special materials, exclusive of Value Added Tax is to be completed in <b>Schedule T2.3 D</b> .
1.1.1.14	The time for achieving Practical Completion is.....
	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
	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.
	The current Ministerial Determination (also downloadable at <a href="http://www.epwp.gov.za">www.epwp.gov.za</a> ), 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.



## **C1.8.2 VARIATIONS TO THE GENERAL CONDITIONS OF CONTRACT**

The following amendments of the General Conditions of Contract 2015 (3<sup>rd</sup> Edition) 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 4.4 of the GCC 2015 (3<sup>rd</sup> Edition).

### **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.”

#### **4.4 SUBCONTRACTING**

Add the following subclauses:

##### **PS 4.4.1 CONSTRUCTION MODUS OPERANDI**

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

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

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

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

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

#### **PS 4.4.2 LOCALLY BASED SUB-CONTRACTORS**

Tenderers must sub-contract 30% of the value as per PPPFA 2017

#### **PS 4.4.3 TRAINING**

##### **PS 4.4.3.1 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 plans, 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 4.4.3.2 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, handing 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.

#### **4.4.3.3 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.

#### **4.4.3.4 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."

## **5.4 ACCESS TO THE SITE**

### **5.4.1** Add the following to subclause 5.4.1

“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**

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

C1.9 Disaster Management Act (Covid-19)



**CONTRACT NO: 16-2020/2021**

**FOR**

**MOORDKOPPIE MINI WATER SCHEME 22 PHASE 3 - B (Witrivier and Millennium Park)**

## **PART C2: PRICING DATA**

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## **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 <sup>2</sup>	=	square metre
m <sup>3</sup>	=	cubic metre
km	=	kilometre
t	=	ton
m <sup>3</sup> - 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.

## 2. BILL OF QUANTITIES

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## PART A - GENERAL

### ▪ DESCRIPTION OF WORKS (PART A)

#### C.3.1.1 SCOPE

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

This section provides the description of the project and the general requirements for executing the work. The work required the extension of water reticulation in Moordkoppie mini Water scheme Phase 3, comprising of the following villages Ditlotswane, Rooivaal, Malokong-skop, Millennium Park and Witrivier.

The Construction Period envisaged for Ditlotswane, Rooivaal, Malokong-skop, Millennium Park and Witrivier which makes up the Moordkoppie Cluster will be 12 months, for a fixed price contract. The CIDB grading required for tendering shall be at least **7 CE or higher**.

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.

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

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.

### C3.1.2 LOCATION OF WORKS

#### Location of Site

The project is located  $\pm$  40km north west of Mokopane town within the Mogalakwena Local Municipality under Waterberg District Municipality in Limpopo Province.

#### Access to Site

The project is accessible from road N11 from Mokopane to Steilooop/ Rebone.  
The project co-ordinates are as follows:

Village Name	Longitude	Latitude
Moordkoppie	28°50'14.26"S	23° 57 '15.48"E

### C3.1.3 NATURE OF WORKS FOR ALL SCHEDULES

#### 1. Internal Reticulation Millenium village

Installation of **7 500 m** length, 63mm uPvc Ø Class 9

Installation of **4119 m** length, 75mm uPvc Ø Class 9

Installation of **1179 m** length, 90mm uPvc Ø Class 9

Installation of **1280 m** length, 110mm uPvc Ø Class 9 including communal stand pipes

#### 2. Internal Reticulation Witrivier village

Installation of **20019 m** length, 63mm uPvc Ø Class 9,

Installation of **7291 m** length, 75mm uPvc Ø Class 9, o

Installation of **2563 m** length, 90mm uPvc Ø Class 9

### C3.1.4 TIME FOR COMPLETION

**(12) Twelve months**

### C3.1.5 LABOUR REGULATIONS

#### **A27 Payment for the labour-intensive component of the works**

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

#### **A28 Applicable labour laws**

The Ministerial Determination for Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 (also downloadable at [www.epwp.gov.za](http://www.epwp.gov.za)), by the Minister of Labour in Government Notice N° R63 of 25 January 2002, 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.

## **A29 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.

### **A29.2 In this document –**

- (a) “department” means any department of the State, implementing agent or contractor;
- (b) “employer” means any department, implementing agency or contractor that hires workers to work in elementary occupations on a 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.

## **A30 Terms of Work**

A30.1 Workers on a SPWP are employed on a temporary basis.

A30.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.

A30.2 Employment on a SPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

## **A31 Normal Hours of Work**

A31.1 An employer may not set tasks or hours of work that require a worker to work–

- (a) more than forty hours in any week

- (b) on more than five days in any week; and
- (c) for more than eight hours on any day.

A31.2 An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.

A31.3 A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

## **A32 Meal Breaks**

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

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

A32.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.

A32.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

## **A33 Special Conditions for Security Guards**

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

A33.2 A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

## **A34 Daily Rest Period**

Every worker is entitled to a daily rest period of at least 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.

## **A35 Weekly Rest Period**

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

## **A36 Work on Sundays and Public Holidays**

A36.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.

A36.2 Work on Sundays is paid at the ordinary rate of pay.

A36.3 A task-rated worker who works on a public holiday must be paid –

- (a) the worker's daily task rate, if the worker works for less than four hours;
- (b) double the worker's daily task rate, if the worker works for more than

four hours.

- A36.4 A time-rated worker who works on a public holiday must be paid –
- (a) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;
  - (b) double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.

**A37 Sick Leave**

- A37.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.
- A37.2 A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.
- A37.3 A worker may accumulate a maximum of twelve days' sick leave in a year.
- A37.4 Accumulated sick-leave may not be transferred from one contract to another contract.
- A37.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- A37.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
- A37.7 An employer must pay a worker sick pay on the worker's usual payday.
- A37.8 Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –
- (a) absent from work for more than two consecutive days; or
  - (b) absent from work on more than two occasions in any eight-week period.
- A37.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.
- A37.10 A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

**A38 Maternity Leave**

- A38.1 A worker may take up to four consecutive months' unpaid maternity leave.
- A38.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.
- A38.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- A38.4 A worker is not required to take the full period of maternity leave. However, a

worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.

A38.5 A worker may begin maternity leave –

- (a) four weeks before the expected date of birth; or
- (b) on an earlier date –
  - (i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
  - (ii) if agreed to between employer and worker; or
- (c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.

A38.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.

A38.7 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.

#### **A39 Family responsibility leave**

A39.1 Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances -

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

#### **A40 Statement of Conditions**

A40.1 An employer must give a worker a statement containing the following details at the start of employment –

- (a) the employer's name and address and the name of the 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.

A40.2 An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.

A40.3 An employer must supply each worker with a copy of these conditions of employment.

#### **A 41 Keeping Records**

A41.1 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.

A41.2 The employer must keep this record for a period of at least three years after the completion of the SPWP.

#### **A42 Payment**

A42.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.

A42.2 A task-rated worker will only be paid for tasks that have been completed.

A42.3 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.

A42.4 A time-rated worker will be paid at the end of each month.

A42.5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.

A42.6 Payment in cash or by cheque must take place –

- (a) at the workplace or at a place agreed to by the worker;
- (b) during the worker's working hours or within fifteen minutes of the start or finish of work;
- (c) in a sealed envelope which becomes the property of the worker.

A42.7 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.

A42.8 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

A42.9 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.

#### **A43 Deductions**

- A43.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- A43.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- A43.3 An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.
- A43.4 An employer may not require or allow a worker to –
- (a) repay any payment except an overpayment previously made by the employer by mistake;
  - (b) state that the worker received a greater amount of money than the employer actually paid to the worker; or
  - (c) pay the employer or any other person for having been employed.

#### **A44 Health and Safety**

- A44.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
- A44.2 A worker must–
- (a) work in a way that does not endanger his/her health and safety or that of any other person;
  - (b) obey any health and safety instruction;
  - (c) obey all health and safety rules of the SPWP;
  - (d) use any personal protective equipment or clothing issued by the employer;
  - (e) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

#### **A45 Compensation for Injuries and Diseases**

- A45.1 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.
- A45.2 A worker must report any work-related injury or occupational disease to their employer or manager.
- A45.3 The employer must report the accident or disease to the Compensation Commissioner.
- A45.4 An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation



Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

**A46 Termination**

A46.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.

A46.2 A worker will not receive severance pay on termination.

A46.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.

A46.4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

A46.5 A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

**A47 Certificate of Service**

A47.1 On termination of employment, a worker is entitled to a certificate stating –

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

**A48 Contractor's default in payment to Labourers and Employees**

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.

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.

**A49 Provision of Hand tools**

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

**A50 Reporting**

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

- (a) Contracts of all the workers employed on the contracts including their certified

identity documents;

- (b) Proof of Registration for COIDA and UIF;
- (c) OHS Files

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

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

#### **A51 Requirement for Sourcing and engagement of Labour**

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

The rate of pay set for the EPWP is R.....per task or per day. (municipality to insert the minimum rate)

© 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.
- (d) The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 1.1.3.
- (e) 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

#### **A52 Employment Demographics**

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

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

### **C3.1.6 ENGINEERING**

#### **C3.1.6.1 Drawings**

Drawings are bound at the back of this document. A drawing list is included in with the document.

#### **C3.1.6.2 Drawings, Operation and Maintenance Manuals**

All information in possession of the Contractor that is required by the Engineers Representative in order to complete the As-built drawings and to prepare a completion report for the Employer must be submitted to the Engineers Representative before a certificate of Practical Completion will be issued for the Works. Similarly, the Contractor will be required to submit full details of all pipes, valves and special in suitable loose bound format, including any special operational and maintenance procedures related thereto, for incorporation in the overall operation and maintenance manual for the Scheme prior to the issue of a Certificate of Completion of the Works.

Only figured dimensions on the drawings may be used in the interpretation thereof, and the Drawings shall not be scaled unless the Contractor is so instructed by the Engineer in writing. The Engineer will upon written request provide any dimensions that may have been omitted from the Drawings.

## **GENERIC LABOUR-INTENSIVE SPECIFICATION**

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

### **SCOPE**

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

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

### **PRECEDENCE**

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

### C3.1.6.3

#### HAND EXCAVATEABLE MATERIAL

Hand excavate-able material is material:

a) Granular materials:

i) whose consistency when profiled may in terms of table 1 be classified as very loose, loose, medium dense, or dense; or

ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100mm;

b) Cohesive materials:

i) whose consistency when profiled may in terms of table 1 be classified as very soft, soft, firm, stiff and stiff / very stiff; or

ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100mm;

Note:

1) A boulder, a cobble and gravel is material with a particle size greater than 200mm, between 60 and 200mm.

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

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

## **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	-	1980	Site Clearance
SABS 1200 DB	-	1989	Earthworks (Pipe Trenches)
SABS 1200 LB	-	1983	Bedding (Pipes)
SABS 1200 L	-	1983	Medium pressure pipe lines
SABS 1200 LF	-	1983	Erf Connections

## **PS 10.2 Particular Specifications**

N/A :

## **PROJECT SPECIFICATION**

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

#### **PART B: AMENDMENTS TO THE STANDARD AND PARTICULAR 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**

**Fixed-Charge ..... Unit: Sum**

**Value-Related Items..... 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) Telephone (1 No.) ..... Unit: Sum

c) Name-board (10 No.) .....Unit: No

##### **PS A 8.3.2.2 Facilities for Contractor**

(a) Offices, workshop and storage sheds ..... Unit: Sum

b)Workshops .....Unit: Sum

c)Laboratories ..... Unit: Sum

- d) Living accommodation ..... Unit: Sum
- e) Ablution and latrine facilities ..... Unit: Sum
- f) Tools and equipment ..... Unit: Sum
- g) Water supplies, electric power and communications ..... Unit: Sum
- h) Dealing with water ..... Unit: Sum
- i) Access ..... Unit: Sum
- j) Plant ..... 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: P/Sum**

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

- (a) The contractor has notified the Provincial Director of the Department of Labour in writing of the project.
- (b) The contractor has made the required initial appointment of Employees and sub-contractors
- (c) The client has approved the contractor's Health and safety plan
- (d) The contractor has set up his Health and safety File and Safety Plan.
- (e) 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 issues 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: Month
- b) Telephone for engineer's representative.....Unit: Month
- c) Name-board.....Unit: Month

##### **PSA 8.4.2.2 Facilities for Contractor**

The sum shall cover the Contractor's time related 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

#### **PS A 8.4.2.2 Facilities for Contractor**

- (a) Offices, workshop and storage sheds ..... Unit: Month
- b) Workshops ..... Unit: Month
- c) Laboratories ..... Unit: Month
- d) Living accommodation ..... Unit: Month
- e) Ablution and latrine facilities ..... Unit: Month
- f) Tools and equipment ..... Unit: Month
- g) Water supplies, electric power and communications ..... Unit: Month
- h) Dealing with water ..... Unit: Month
- i) Access ..... Unit: Month
- j) Plant ..... Unit: Month

#### **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 : Month**

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 Basic Skills and construction Training..... Unit : P/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 8.6 Laptop for the Engineer's Site Staff .....Unit: PC Sum**

Laptop for the Engineer's site staff to be returned to the Municipality after the project is completed/handed over

## **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, Third Edition, 2015 shall apply, with the amendments as in the appropriate special conditions of contract, which is bound into this document. A day work 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". The name board should be EPWP - Branded

##### **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 13.50m<sup>2</sup> (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 EPWP Branded 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 MATERIALS**

##### **PS C 3 MATERIALS**

##### **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 CONSTRUCTIONS**

##### **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 MEASUREMENTS AND PAYMENT**

### **PS C 8.2 SCHEDULED ITEMS**

**PS C 8.2.1 Clear Vegetation, 800mm wide. (Provisional)**

**Unit: m**

**The Engineer will identify areas which needs clearing and grubbing and the contractor to obtain written approval prior to excavation.**

**PSC 8.2.2 Clear trees of girth over 1.0 m..... Unit: No**

**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:

### PSDB 8.3.2 Excavation

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:**

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: m<sup>3</sup>**

The volume will be computed from the trench width determined in accordance with 8.2.3 and m<sup>3</sup> 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: m<sup>3</sup>
- b) by importation from-designated borrow pits ..... Unit: m<sup>3</sup>
- c) by importation from commercial or off-site sources selected by the Contractor .....  
..... Unit: m<sup>3</sup>

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 free-haul 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 free-haul 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 free-haul distance (see Subclause 5.2.5.1 of SABS 1200 D or Subclause 5.2.6.1 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 45° 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 45° 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 service<sup>1</sup> and
- iv) repairs necessitated by damage caused by the Contractor.

## **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 couplings .....Unit: 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 tying 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 8.2.2.2 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 small 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: m<sup>3</sup>

*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: m<sup>3</sup>**

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 material .....Unit: m<sup>3</sup>

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 material .....Unit: 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: m<sup>3</sup>.km**

Substitute LB 8.2.5 with the following:

a) Limited overhaul (0,5 km to 1,0 km) ..... Unit: m<sup>3</sup>

b) Long overhaul ..... Unit: m<sup>3</sup>.km

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

## **PART C –ADDITIONAL SPECIFICATIONS**

### **C3.2 PROCUREMENT FOR SUB- CONTRACTING**

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

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

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

#### **C3.2.1 SCOPE**

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

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

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

#### **Regulations**

The Employer may have to amend its targeted procurement procedure in order to meet new or revised targets and requirements of legislation, and the

Transport and Construction Charters. The Employer would then negotiate with the Contractor on the implementation of the revised targeted procurement procedure, and the associated costs.

### **C3.2.2 DEFINITIONS**

The following words and expressions shall have the meanings stated.

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

<b>SMME SIZE VARIATION as at January 2011</b>		
<b>Size</b>	<b>Average Annual Turnover<sup>1</sup></b>	<b>Number of Employees</b>
Micro	< R1.3 m	5
Small	R1.3 m - R15.7 m	6 - 60
Medium	R15.8 m – R78.5 m	61 - 300

NOTE 1: Average Annual Turnover subject to annual CPI adjustment

### **C3.2.3 UTILISATION OF SMME**

#### **(A) OBJECTIVE 1**

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

#### **(B) TARGET VALUES**

The scope of the contract is for the contractor to primarily have a management role, as it is a requirement of the contract for the targeted amount of the scheduled work under the operational section to be sublet to SMME. Only SMME who are registered with the Construction Industry Development Board with a contractor grading designation of 3CE or higher, will be eligible to undertake the targeted operational work.

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

A: General:

Part B: Matters Relating to Standard Specifications

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

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

verification purposes.

**(C) ACCREDITED REGISTRATION**

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

**(D) PRICING OF TENDER RATES**

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



### **C3.2.4 WORK TO BE UNDER TAKEN BY SMME**

#### **(A) GENERAL RESPONSIBILITIES OF CONTRACTOR**

##### **(a) Obligations**

The Contractor shall ensure that he complies with the following obligations:

- (i) identify work to be executed from his inspections, and submit these to the Engineer who will determine which work must be carried out;
- (ii) institute a quality assurance system;
- (iii) provide adequate training, mentoring, guidance and assistance to SMME;
- (iv) provide financial support and other assistance to ensure that the SMME are able to meet their obligations and commitments with respect to their subcontracts, including acquisition of labour, equipment and materials; and
- (v) ensure that the contract goals and objectives are achieved.

##### **(b) Subcontracts involving SMME**

In the subcontracts arranged by the Contractor involving SMME, the following shall apply:

- (i) no provision or requirements set out in the specifications shall be deemed to relieve the Contractor of any liability or obligation under the contract and in accordance with the provisions of clause 4.4.2 and 4.4.3 of GCC 2015 (3<sup>rd</sup> Edition), the Contractor shall be fully liable for the acts, defaults and neglects of any SMME, their agent or employees, as fully as if they were the acts, defaults and neglects of the Contractor, his agents or employees;
- (ii) the appointment of the SMME subcontractor by the Contractor, shall be made according to clause 4.4.4 and 4.4.5 of GCC 2015 (3<sup>rd</sup> Edition); and
- (iii) any failure or neglect by the Contractor to comply with the provisions of the specifications, or any omission or neglect by the Contractor in adhering to or applying the principles as are described and inherent in the specifications, shall be deemed to constitute a warrant for the Engineer to act in terms of clause 4.4.6 and 4.4.7 of GCC 2015 (3<sup>rd</sup> Edition).

### **C3.2.5 MANAGEMENT OF SUBCONTRACTS**

The Contractor shall compile the subcontract agreements, and provide the necessary management support to the SMME. Failure by the subcontractor to comply with the terms and conditions of the subcontract agreement shall result in penalties being applied or the subcontract terminated.

#### **(A) COMPILATION**

- (a) The Contractor in liaison with the Engineer shall be responsible for the compilation of each subcontract agreement. The agreement shall be in accordance with the provisions of clause 4 GCC 2015 (3<sup>rd</sup> Edition) and shall be consistent with the terms and conditions in this contract. The agreement shall be subject to approval by the Project Management Team.

- (b) The terms and conditions of the subcontract agreement shall include the following specifications:
  - (i) an entitlement of the subcontractor to receive such training as is contemplated in this contract;
  - (ii) an obligation on the SMME to participate and co-operate in such training as is provided for in this contract;
  - (iii) the allowable sources from which workers may be drawn in terms of  
the contract;
  - (iv) the terms and conditions relating to the recruitment, employment and remuneration of workers engaged on the contract; and
  - (v) the training to be provided to the temporary workforce.

**(B) QUALITY AND WORK AND PERFORMANCE OF THE SUBCONTRACTOR  
TENDERS FOR SMME**

- (a) The Contractor shall closely monitor and supervise all SMME and shall train, mentor, guide and assist each SMME in all aspects of management, execution and completion of his subcontract. This shall typically include assistance with planning of the works, sourcing and ordering of materials, labour relations, monthly measurements and invoicing procedures. The extent and level of such training, mentoring, guidance and assistance, to be provided by the Contractor shall be commensurate with the basic level of subcontract applicable and shall be directed at enabling the SMME to achieve the successful execution and completion of his subcontract.
- (b) The Contractor shall implement an approved performance evaluation system of the subcontractors, and shall conduct monthly reviews of the subcontractor's performance, duties and obligations.
- (c) The Contractor shall give reasonable warning to the SMME when any contravention of the terms and conditions of the subcontract has occurred or appears likely to occur. The Contractor shall, whenever feasible, give the SMME reasonable opportunity to make good any such contravention or to avoid such contravention and shall render all reasonable assistance to the SMME in this regard.

## **PART C4: SITE INFORMATION**

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#### **C.4.1 SITE INFORMATION**

The villages of the scheme are situated in the Mogalakwena Local Municipality, within Limpopo province. The Villages are located  $\pm 40$  km from Mokopane town.

This cluster has a population of approximately 1480 households. This is a rural settlement and there are no major business activities taking place. There is no development. The villages have Primary schools and secondary schools.

The residents of the scheme complain of shortage of water and also that the water does not reach the residents from the internal sections of the community.

#### **C.4.2 TOPOGRAPHY**

The topographical feature indicates a flat terrain for all the areas with gradient varying from 2% to 3.8% running from north westerly side towards the south eastern directions.

### **C.4.3 LOCALITY PLAN**

#### **C.4.4 DRAWINGS**

##### **A) EPWP Branded Project Name Board**