



MAKHADO MUNICIPALITY

CIDB CLASS GRADING 4CE OR HIGHER

BID NO: 91 of 2023

FOR: WATERVAL SPORTS FACILITY

PROCUREMENT DOCUMENT

NOVEMBER 2023

NAME OF BIDDER :

TENDER SUM :

PREPARED BY:



BCE (PTY) LTD
32 King Edward Drive
Medipark
Tzaneen, 0850

Tel: (015) 307 4389
Fax: (015) 307 4390
E-mail: adminb@bcegroup.co.za

ISSUED BY:

THE MUNICIPAL MANAGER
MAKHADO MUNICIPALITY
PRIVATE BAG x2596
MAKHADO
0920



CONTACT PERSON: MS P MUDAU / MR M RAMABULANA

TEL: 015 519 3044/3024

MAKHADO MUNICIPALITY



WATERVAL SPORTS FACILITY

91 of 2023

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RESPONSIVENESS AND EVALUATION CRITERIA

MAKHADO MUNICIPALITY WILL NOT CONSIDER ANY BID UNLESS IT MEETS THE FOLLOWING RESPONSIVENESS CRITERIA:

- Tender will be evaluated on PPPFA 80/20 points system with functionality;
- Price(s) quoted must be valid for at least ninety (90) days from the closing date of the tender;
- Compulsory Briefing Session Attended
- CSD registration report
- Tax Compliance Status Pin issued by SARS
- Proof of CIDB registration (Minimum of 4CE or Higher)
- Company registration certificate.
- Certified ID Copies of the Shareholders/Directors (certification should be original and not older than 3 months)
- Proof of payment for Municipal rates not owing for more than (03) months or formal lease agreement for rental premises or letter from traditional authority in cases of non-ratable areas. (Attach for both entity and directors of the company)
- In case of a Joint Venture, Association or Consortium a formal contract agreement must be signed by both parties and be attached
- Forms must be **completed and signed** in Black Ink
- Letter of good standing (Compensation for Occupational Injuries and Disease Act(COIDA)) from Department of Labour OR any company accredited by Department of Labour
- Any Alterations Initialed

CHECKLIST OF MINIMUM REQUIREMENTS:

No.	Minimum Requirements	Tick	Comment if not Attached
COMPULSORY			
1.	Compulsory Briefing Session Attended		
2.	Price(s) quoted is valid for at least ninety (90) days from the closing date of tender		
3.	CSD registration report		
4.	Proof of CIDB registration (Minimum 4CE or Higher)		
5.	Company registration certificate		
6.	Tax Compliance Status Pin issued by SARS		
7.	Certified ID Copies of the Shareholders/Directors (certification not older than 3 months)		
8.	Proof of payment for Municipal rates not owing for more than (03) months or formal lease agreement for rental premises or letter from traditional authority in cases of non-ratable areas. (Attach for both entity and directors of the company)		
9.	Forms must be Completed and Signed in Black Ink		
10.	Letter of good standing (Compensation for Occupational Injuries and Disease Act (COIDA) from Department of Labour OR any company accredited by Department of Labour		
11.	Any Alterations Initialed		
IF APPLICABLE			
12.	In case of a Joint Venture, Association or Consortium a formal contract agreement must be signed by both parties and be attached		
ZERO SCORE IF NOT SUBMITTED			
13.	Curriculum Vitae of key personnel with original certified copies of qualifications, years of relevant experience on similar projects and projects names.		
14.	Schedule of company experience (appointment letters and completion certificates)		
15.	Schedule of plant		

Note: This is just a guide to assist you and is not necessarily all the information required. The Makhado Municipality indemnifies itself and retain the rights to evaluate the full documentation

Service provider / representative

Signature

PART T1: TENDERING PROCEDURES

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T1.1: BID NOTICE AND INVITATION TO BID

WATERVAL SPORTS FACILITY

BID NUMBER: 91 of 2023



MAKHADO LOCAL MUNICIPALITY



TENDER NOTICE

All suitable service providers are hereby invited to bid for the below mentioned projects. Bidders are requested to bid as per specification attached to the bid documents that will be obtainable 16 November 2023 at non-refundable amount of R600.00 per document at the Procurement Office No. B043 Ground Floor, 83 Krogh Street, Civic Center, Makhado or can be downloaded from e-tender portal for free <https://etenders.treasury.gov.za/content/advertised-tender> or www.makhado.gov.za

BID NO:	DESCRIPTION	EVALUATION CRITERIA	COMPULSORY BRIEFING SESSION	SPECIAL REQUIREMENT	TECHNICAL ENQUIRIES	REFERENCE AND NOTICE NO.	CLOSING DATE AND TIME
91 of 2023	Waterval sports facility	80/20 preferential points with functionality	20 November 2023 at 12:00pm at Waterval sports facility	• CIDB grading 04CE or higher	Director Technical Services: Ms. DG Siboiboi or Ms. Thulari L at 0155193000	Ref: 8/3/2/2023 Notice no: 147/2023	04 December 2023 at 12H00pm
92 of 2023	Development of Potgieter Park	80/20 preferential points with functionality	21 November 2023 at 10:00am at CNR Rissik and Kock street	• CIDB grading 06GB or higher • Attach three years audited financial statement (only for those required by law to be audited)	Director Technical Services: Ms. DG Siboiboi or Ms. Thulari L at 0155193000	Ref: 8/3/2/2024 Notice no: 148 /2023	12 December 2023 at 12H00pm
93 of 2023	Supply, Delivery, and Installation for Street Names for Makhado local municipality	80/20 preferential points			Director Development and planning: Mr. Mabunda A at 0155193000	Ref: 8/3/2/2025 Notice no: 149 /2023	04 December 2023 at 12H00pm

Completed bid documents signed by a duly authorized person, sealed in an envelope clearly marked "As mentioned above" must reach the undersigned by depositing it into the tender box at the foyer of the main entrance to the Civic Centre by not later than "As mentioned above" when all tenders received will be opened in public in the Council Chamber, Ground Floor, Civic Centre, No.83 Krogh Street, Makhado.

The Municipality is not bound to accept the lowest or any bid and reserves the right to accept any part of a bid. Bids must remain valid for a period of ninety (90) days after closing date of submission thereof. Submitted tenders will be evaluated as per above mentioned table.

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

- Valid Tax compliance status pin issued by SARS
- A copy of company registration documents (CK)
- Certified copy/copies of company owner(s) ID book(s), not older than three (03) months certification.
- Attach proof of payment for municipal rates not owing for more than (03) months or formal lease agreement for rental premises or letter from the traditional authority in cases of non-ratable areas. (Attach for both entity and directors of the company)
- Copy of central supplier database (CSD) report.

NB:

- All Service Provider doing business with Makhado municipality are required to register on the CSD (Central Supplier Database).
- A copy of a certified copy will not be accepted.

All procurement enquiries should be directed to Ms. P Mudau or Mr. M Ramabulana at Tel no. (015) 519 3044/3024

Civic Centre
83 Krogh Street
MAKHADO

MR KM NEMANAME
MUNICIPAL MANAGER

MBD1

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MAKHADO MUNICIPALITY				
BID NUMBER: 91 of 2023		CLOSING DATE: 04 DECEMBER 2023		CLOSING TIME: 12:00
DESCRIPTION: WATERVAL SPORTS FACILITY				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX, FOYER, MAIN ENTRANCE TO CIVIC CENTRE SITUATED AT (STREET ADDRESS)				
MAKHADO MUNICIPALITY, CIVIC CENTER, 83 KROGH STREET				
SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
		TCS PIN:		OR CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE		Yes	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	Yes
[TICK APPLICABLE BOX]		No		No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?				
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		
		A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)		
		A REGISTERED AUDITOR		
		NAME:		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]				
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes No	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes No	
	[IF YES ENCLOSE PROOF]		[IF YES ANSWER PART B:3 BELOW]	
SIGNATURE OF BIDDER		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)				
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE (ALL INCLUSIVE)	

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

MBD1

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE
- 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

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

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

1. EVALUATION OF BIDS

- a) All bids received shall be evaluated in terms of the Supply Chain Management Regulations, Makhado Municipality Supply Chain Management Policy, the preferential procurement regulation 2017, and other applicable legislations.
- b) The Council reserves the right to accept all, some, or none of the bids submitted – either wholly or in part – and it is not obliged to accept the lowest bid.
- c) Only locally manufactured products/items with specified minimum thresholds will be considered for local content **(Not applicable)**

By submitting this bid, bidder authorises the Council or its delegate(s) to carry out any investigation deemed necessary to verify the correctness of the statements and documents submitted and that such documents reasonably reflect the ability of the Bidder to provide the goods and services required by the Council.

PLEASE NOTE

1. The Municipal Manager may cancel a contract awarded to a person if:

- a) The person committed a corrupt or fraudulent act during the procurement process or in the execution of the contract, or
- b) An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited that person.

2. The Municipal Manager may reject the bid or quote of any person if that person or any of its directors have:

- a) Failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months;
- b) Failed, during the last five years, to perform satisfactorily on a previous contract with the Makhado Municipality or any other organ of State after written notice was given to that bidder that performance was unsatisfactory;
- c) Abused the supply chain management system of the Municipality or have committed any improper conduct in relation to this system;
- d) Been convicted of fraud or corruption during the past five years;
- e) Willfully neglected, reneged on or failed to comply with any government, municipal or other public-sector contract during the past five years; or
- f) Been listed in the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004) or has been listed on National Treasury's database as a person prohibited from doing business with public sector

ANNEXURE A**SUPPLY CHAIN MANAGEMENT****EVALUATION PROCESS AND CRITERIA**

The following evaluation process and criteria will be used to evaluate all bids submitted:

1. Compliance with Tender conditions**i. The Makhado Municipality will consider no bid unless it meets the following responsiveness criteria:**

- The bid must be properly received in a sealed envelope clearly indicating the description of the service and the bid number for which the bid is submitted.
- The bid must be deposited in the relevant bid box as indicated on the notice of the bid on or before the closing date and time of the bid.
- Valid Tax Compliance status pin
- Bid forms must be completed in full and each page of the bid signed.
- A copy of the company registration certificate (CK)
- Certified copy / copies of company owner(s) ID Book(s), not older than three (03) months certification
- Proof of payment for Municipal rates not owing for more than (03) months or formal lease agreement for rental premises or letter from traditional authority in cases of non-ratable areas. (Attach for both entity and directors of the company)
- Copy of CSD Report
- Submission of a Joint Venture Agreement, where applicable, which has been properly signed by all parties.
- Compliance with the requirements of the bid and technical specifications.
- No bidder who is blacklisted by National Treasury or any National Authority due to non-performance will be considered.
- In case where 2 (two) or more companies decide to form a joint venture (JV), all the companies in the JV have to attach each and every document as requested above in addition to the Joint Venture Agreement.

ii. Meeting technical specifications and comply with bid conditions;**iii. Financial ability to execute the contract; and**

T1.2: TENDER DATA

The conditions of tender are those contained in the latest edition of SANS 10845-3, *Construction Procurement – Part 3: Standard Conditions of Tender*.

SANS 10845-3 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 or inconsistency between it and the provisions of SANS 10845-3.

Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.

Clause Number	Data												
2.1	Wherever reference is made in the documentation to Bill of Quantities it shall also mean Pricing Schedule.												
2.7	Wherever reference is made in the documentation to contractor it shall also mean service provider												
3.1	<p>The Employer is MAKHADO MUNICIPALITY</p> <p>The Employer's domicilium citandi et executandi (permanent physical business address) is:</p> <p>Makhado Municipality, Civic Centre, 83 Krogh Street, Makhado.</p> <p>The Employer's address for communication relating to this project is:</p> <table><tr><td>POSTAL</td><td>OR</td><td>DELIVERY</td></tr><tr><td>Private Bag x2596</td><td></td><td></td></tr><tr><td>Makhado</td><td></td><td>Civic Centre, 83 Krogh Street</td></tr><tr><td>0920</td><td></td><td></td></tr></table>	POSTAL	OR	DELIVERY	Private Bag x2596			Makhado		Civic Centre, 83 Krogh Street	0920		
POSTAL	OR	DELIVERY											
Private Bag x2596													
Makhado		Civic Centre, 83 Krogh Street											
0920													
3.2	<p>The tender documents issued by the employer comprise:</p> <p>T1.1 Tender notice and invitation to tender</p> <p>T1.2 Tender data</p> <p>T2.1 List of returnable documents</p> <p>T2.2 Returnable schedules</p> <p>C1: Agreements and contract data</p> <p>C1.1 Form of offer and acceptance</p> <p>C1.2 Contract data</p> <p>C1.3 Form of guarantee</p> <p>C1.4 Disclosure Statement</p> <p>C1.5 Adjudication Member Agreement</p> <p>C1.6 Agreement in terms of the Occupational Health and Safety Act</p> <p>C2: Pricing data</p> <p>C2.1 Pricing instructions</p> <p>C2.2 Activity schedules or bill of quantities</p> <p>C3: Scope of work</p> <p>C3 Scope of work</p> <p>C4: Site information</p> <p>C4 Site information</p>												
3.4	The language for communications is English.												
3.4	<p>The Employer's agent is:</p> <p>Name : BCE (PTY) LTD</p> <p>Address : 32 King Edward Drive</p> <p>Tzaneen</p> <p>0850</p>												

	<p>Telephone : (015) 307 4389 Fax: (015) 307 4390</p> <p>E-Mail Address : adminb@bcegroup.co.za</p>				
3.5	<p>The tender process may be cancelled if:</p> <ul style="list-style-type: none"> (a) Due to changed circumstances, there is no longer a need for the goods or services specified in the invitation; (b) Funds are no longer available to cover the total envisaged expenditure; (c) No acceptable tender is received; or (d) There is a material irregularity in the tender process 				
3.6	The competitive selection procedure shall be applied in awarding the tender.				
3.7	<p>Jurisdiction</p> <p>Unless stated otherwise in the Tender Data, each tenderer and the Employer undertake to accept the jurisdiction of the courts of law of the Republic of South Africa.</p>				
4.1	<p>Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:</p> <ul style="list-style-type: none"> (a) The Contractor submitting the tender is under restrictions or has principals who are under restriction to participate in the Employer's procurement due to corrupt or fraudulent practices; (b) The tenderer does not have the legal capacity to enter into the contract; (c) The Contractor submitting the tender is insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of the foregoing; (d) The tenderer does not comply with the legal requirements stated in the Employer's procurement policy; (e) The tenderer cannot demonstrate that he possesses the necessary professional and technical qualifications and competent, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract; (f) The Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract. <p>Only those tenderers who are registered with the Construction Industry Development Board (CIDB) in a contractor-grading equal to or higher than a contractor grading designation 4CE or higher or a combined grading (in the case of a joint venture) equal or higher than 4CE as defined in the Regulations (09 August 2004 and 22 July 2005), in terms of the CIDB Act No 38 of 2000, are eligible to submit tenders for this contract.</p> <p>(Bidders qualifying for CIDB grade 4CE will be considered)</p> <table border="1"> <tr> <td>1</td><td>Only those Tenderers who have in their employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for Supervisory and management staff are eligible to submit tenders.</td></tr> <tr> <td>2</td><td>The Tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labor-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.</td></tr> </table>	1	Only those Tenderers who have in their employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for Supervisory and management staff are eligible to submit tenders.	2	The Tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labor-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
1	Only those Tenderers who have in their employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for Supervisory and management staff are eligible to submit tenders.				
2	The Tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labor-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.				

4.6	Failure to apply instructions contained in addenda may render a tenderer's offer non-responsive in terms of Condition of Tender, Clause 5.8.
4.7	<p>The arrangements for the compulsory site inspection visit and clarification meeting are as follows:</p> <p><u>Location:</u> At Waterval Sports Facility (Coordinates 23°09'31.26"S and 30°04'09" E)</p> <p><u>Date:</u> 20 November 2023 <u>Starting Time:</u> 12H00PM</p> <p>Tenderers shall sign the attendance list in the name of the tendering entity. Addenda will be issued to, and tenders will be received only from, those tendering entities appearing on the attendance list.</p> <p>The onus rests with the tenderer to ensure that the representative attending the clarification meeting is appropriately qualified to understand all directives and clarifications given at that meeting.</p>
4.10	Tenderers are required to state the rates and currencies in Rand.
4.12	<p>Alternative offers are generally not acceptable due to possible manipulation of the tender process and resulting complexity of the evaluation.</p> <p><i>Therefore, the submission of alternative tenders is strongly discouraged.</i></p> <p>The submission of alternative work will be considered as a non-responsive offer. However, a tenderer wishing to submit an alternative offer shall first apply to the Employer with full details of the principles of the alternative for confirmation that the Employer's standards and requirements are not compromised or reduced. Such confirmation must have been provided by the Employer in writing at least 5 (five) working days before the date and time of tender closing, or as extended by an addendum sent to all tenderers. The application shall not be submitted later than 7 (seven) working days before the date and time of tender closing given in Tender Data Clause 4.15.</p>
4.13	Parts of each tender offer communicated on paper shall be submitted as an original, plus zero (0) copies.
4.13.4	<p>The tenderer is required to submit with his tender the following Mandatory documents:</p> <ul style="list-style-type: none"> • Electronic Valid Tax Clearance Certificate supplied with verification code; • Compensation Fund registration certificate • Certificate of Contractor Registration issued by the Construction Industry Development Board or a copy of the application Form for registration in terms of the Construction Industry Development Board Act (Form F006). A minimum grading of 4CE is required <p>In the event of a Joint Venture submitting a tender, every member of the joint venture must submit proof of registration with the CIDB within 10 days from the closing date for tenders; and the lead partner must have a minimum contract grading designation</p> <p><u>Important Note:</u></p> <p>Failure to provide the required particulars as per the above-listed certificates implies a non-responsive tender and warrants rejection of the tender on account of non-compliance with the requirements of the Tender Data</p>
4.13.5	Wherever reference is made in the tender documentation for non-financial proposal it shall also mean technical proposal.

4.13.5	<p>The Employer's address for delivery of tender offers and identification details to be shown on each tender package are:</p> <p>Location of tender box: Foyer, Main Entrance to the Civic Centre, Makhado Municipality Physical address: Civic Centre, 83 Krogh Street, Makhado. Postal Address: Private Bag 2596, Makhado, 0920</p>
4.13.5	A two-envelope procedure is NOT required
4.13.6	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers shall NOT be accepted
4.15	The closing time for submission of tender offers is 12H00PM on 04 DECEMBER 2023
4.16.1	The tender validity period is 90 days
4.16.2	<p>Where a tenderer, at any time after the opening of his tender offer but prior to entering into a contract based on his tender offer:</p> <p>(a) withdraws his tender;</p> <p>(b) gives notice of his inability to execute the contract in terms of his tender; or</p> <p>such tenderer shall be barred from tendering on any of the Employer's tenders for a period to be determined by the Employer, but not less than 6 (six) months from a date determined by the Employer. This sanction also applies to tenders under evaluation and not yet awarded. The Employer may fully or partly exempt a tenderer from the provisions of this conditions if he is of the opinion that the circumstances justify the exemption.</p>
4.18	Any additional information requested under the clause must be provided within 5 (five) working days of date of request.
4.19	Access shall be provided for inspections and testing by personnel acting on behalf of the Employer
5.1	The Employer shall respond to clarifications received up to 7 (seven) working days before tender closing time.
5.2	The Employer shall issue addenda until 5 (five) working days before tender closing time.
5.4	<p>The time and location for opening of the tender offers are:</p> <p>Date : 12H00 on 04/12/2023</p> <p>Location : Council Chamber, Ground Floor, Civic Centre, Makhado Municipality, 83 Krogh Street</p>
5.5	The minimum percentage of evaluation points for quality is 70% .
5.7	<p>Prior to disqualification, the Employer shall inform the tenderer and give the tenderer an opportunity to make representations within 14 days as to why the tender submitted should not be disqualified and as to why the tenderer should not be restricted by the National Treasury from conducting any business with any organ of state for a period not exceeding 10 years.</p> <p>In the event of disqualification, the Employer may, at its sole discretion, claim damages from the tenderer and impose a specified period during which tender offers will not be accepted from the offending tenderer and, the Employer shall inform the National Treasury in writing.</p>
5.8	<p>Arithmetical errors, omissions, discrepancies and imbalanced unit rates</p> <p>Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount appearing in the summary to the Pricing Schedule shall govern.</p> <p>Check responsive tender offers for:</p> <p>a) the gross misplacement of the decimal point in any unit rate;</p> <p>b) omissions made in completing the Pricing Schedule or Bills of Quantities; or</p> <p>c) arithmetic errors in:</p>

	<p>i) line item totals resulting from the product of a unit rate and a quantity in Bills of Quantities or Schedules of Prices; or</p> <p>ii) the summation of the prices;</p> <p>d) imbalanced unit rates.</p> <p>Notify shortlisted tenderers of all errors, omissions or imbalanced rates that are identified in their tender offers.</p> <p>Where the tenderer elects to confirm the errors, omissions or re-balancing of imbalanced rates the tender offer shall be corrected as follows:</p> <p>a) if Bills of Quantities or Pricing Schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the unit rate shall govern, and the line item total shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted, and the unit rate shall be corrected.</p> <p>b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall be corrected.</p> <p>c) Where the unit rates are imbalanced, adjust such rates by increasing or decreasing them and selected others while retaining the total of the prices derived after any other corrections made under (a) and (b) above.</p> <p>Where there is an omission of a line item, no correction is possible, and the offer may be declared non-responsive.</p> <p>Declare as non-responsive and reject any offer from a tenderer who elects not to accept the corrections proposed and subject the tenderer to the sanction under 4.16.2.</p> <p>The tenderer is required to submit balanced unit rates for Rate Only items in the Pricing Schedule. The rates submitted for these items will be taken into account in the evaluation of tenders.</p>
5.11	<p>The procedure for the evaluation of responsive tenders is Method 4.</p> <p>Method 4: Financial offer, quality and preferences</p> <p>In this case of a financial offer, quality and preferences;</p> <p>a) score each tender in respect of the financial offer made, the preference claimed, if any, and the quality offered in accordance with the provisions of 5.11.7 to 5.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any,</p> <p>b) calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula;</p> <p>5.11.5 $T_{EV} = f_1(N_{FO} + N_P) + f_2 N_Q$ Where; f_1 and f_2 are fractions: f_1 equals to 1 minus f_2; and f_2 equals to 0.75</p> <p>N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with 5.11.7 in SANS 10845-3, 2015 where the score for financial offer is calculated using the following formula $N_{FO} = W_1 A$ Where the maximum point for price $W_1 = 80$, (ref. preferential regulations 2017).</p> <p>$A = \{1 - (P - P_m) / P_m\}$ [Where P is the comparative price for the Tender under consideration and P_m is the comparative price of the lowest qualified tender]</p>

	<p>N_p is the number of tender evaluation points awarded for preferences claimed in accordance with the Preferential Procurement Regulations 2017 (ref: Preferencing Schedule), which is up to a maximum of 20 points that will be awarded to tenderers who complete the Preferencing Schedule and who will be found to be eligible for the preference claimed.</p> <p>N_Q is the number of tender evaluation points awarded for quality offered in accordance with clause 5.11.9, in SANS 10845-3,2015 where $W_2 = 100$</p> <p>Up to 100 minus W_1 tender evaluation will be awarded to tenderers who complete the preferencing schedule and who are found eligible for the preference claimed in accordance with 5.11.9</p> <ul style="list-style-type: none"> c) rank tender offers from the highest number of tender evaluation points to the lowest, and d) recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so. <p>Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so, in which case the process set out in this subclause shall be repeated.</p> <p>If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for preference.</p> <p>If functionality/ quality is part of the evaluation process and two or more tenderers score equal total points and equal preference points, the contract must be awarded to the tenderer that scored the highest points for functionality/ quality.</p> <p>If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.</p>
5.11.6	Scores of financial offers, preferences and quality, as relevant, to be given to two (2) decimal places

5.11.7	<p>Scoring Financial Offers</p> <p>Score the financial offers using the following formula: $N_{FO} = W_1 \times A$ where</p> <p>N_{FO} is the number of tender evaluation points awarded for the financial offer;</p> <p>W_1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated below</p> <p>A is the number calculated using the relevant formula described below</p> <p>The value of W_1 is:</p> <p>80 where the financial value, inclusive of VAT, of the lowest responsive tender offer has a value that equals or is less than R50 000 000.00.</p> <p>The following formula shall be used to calculate the points for price (A):</p> $A = \left(1 - \frac{P - P_m}{P_m}\right) W_1$ <p>Where:</p> <p>P is the comparative offer of the tender offer under consideration and</p> <p>P_m is the comparative offer of the most favourable comparative offer</p> <p>W_1 is the maximum number of points for price (in this case 80)</p> <p>In the event that the calculated value is negative, the allocated score shall be 0 (zero).</p>
5.11.8	<p>POINTS AWARDED FOR SPECIFIC GOALS</p> <p>In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:</p> <p>In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—</p> <ul style="list-style-type: none"> (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, <p>then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.</p>

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
100% Black ownership (attach CSD detail report)	N/A	10	N/A	
Woman Ownership (attach CSD detail report or Certified copy of Smart ID)	N/A	05	N/A	
Disability (Attach Disability letter from a Doctor)	N/A	05	N/A	

Scoring Quality

Score each of the criteria and sub criteria for quality in accordance with the provisions of the tender data. Calculate the total number of tender evaluation points for quality (N_Q) using the following formula:

$$N_Q = W_2 \times S_0 / M_S$$

where

W_2 is the maximum possible number of tender evaluation points awarded for the quality

S_0 is the score for quality allocated to the submission under consideration;

M_S is the maximum possible score for quality in respect of a submission (using the table given below)

5.11.9

FUNCTIONALITY SCORE CARD:

TARGETED GOALS Name reference with contact details (Previous 3 yrs, Civil Engineering Projects)		Max Points to be Scored	Points Claimed by Tenderer	Allocated Points
1	Project 1	8		
2	Project 2	8		
3	Project 3	8		
4	Project 4	8		
5	Project 5	8		
Sub-Total: Reputation and References		40		

NOTE: The tender should attach Appointment Letter and Completion Certificate as a proof for having completed such project. Points for each project will be allocated as follows:

4CE: 8 points

3CE: 7 points

2CE: 6 points

FINANCIAL REFERENCES

TARGETED GOALS		Tendered Goal	Points Claimed by Tenderer	Allocated Points
1	Tenderer submitted banking details proof attached	2		
2	Bank rating of "C" or better	5		
3	Registered financial Institution's full details as guarantor in the amount of 10% as specified for surety purpose shall be submitted	3		
Sub-Total: Financial References		10		

5.11.9.1

EXPERIENCE AND QUALIFICATION OF KEY STAFF**Experience**

	TARGETED GOALS	Points Allocation	Points Claimed by Tenderer	Allocated Points
1	Contract Manager: 5 years in Civil Engineering Projects	>5 yrs=5 3-5 yrs=3 1-2yrs=2		
2	Site Agent: 5 years in Civil Engineering Projects	>5 yrs=5 3-5 yrs=3 1-2yrs=2		
3	Foreman 3 years in Civil Engineering Projects	>3 yrs=3 2 yrs=2 1yrs=1		
4	Health and Safety Officer 3 years of experience as OHS in Civil Engineering Construction	3 yrs=2 1-2yrs=1		
Sub-Total: Experience		15		

NOTE: Project organogram should be attached. Curriculum vitae with detailed experience and contact details should be attached to the tender document for verification by the consultants.

Qualifications

	TARGETED GOALS	Tendered Goal	Points Claimed by Tenderer	Allocated Points
1	Contract Manager: Civil Engineering or construction management or project management	BSc = 5 B-Tech /PrCPM = 5 ND = 3 N6 = 2		
2	Site Agent: Civil Engineering or Construction management (Must have at least NQF 5)	ND = 5 NQF 5/7 = 4 N6 = 3		
3	Foreman	ND = 3 NQF 7 =2 N6 = 2 N3= 1.5 NQF5= 1.5 NQF 4= 1 NQF 3= 0.5		
4	Health and Safety Office 5 years of experience as OHS in Road projects	ND = 2 Cert = 0.5		
Sub-Total: Qualifications		15		

CV's and Certified Qualifications should be attached.

PLANT AND EQUIPMENT

TARGETED GOALS	Tendered Goal	Points Claimed by Tenderer	Allocated Points
1. Grader (1 no)	4		
2. TLB (1 no)	4		
3. 10 m ³ Tipper Trucks (2 no)	4		
4. Water Cart (10 000 litre)	3		
5. 3T Flatbed Truck	3		
6. Bakkie	2		
Sub-Total: Plant and Equipment	20		

Note: Tenderers should attach certified proof of ownership certificate 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 becomes a successful bidder. The hiring company should also provide proof of ownership for such plants.

SUMMARY

DESCRIPTION	Maximum Points to be Allocated	Points Claimed by Tenderer	Allocated Points
REPUTATION AND REFERENCE OF THE FIRM: TABLE A1	40		
FINANCIAL REFERENCES: TABLE A2	10		
EXPERIENCE OF KEY STAFF: TABLE 3.1	15		
QUALIFICATION OF KEY STAFF: TABLE A3.2	15		
PLANT AND EQUIPMENT: TABLE A4	20		
TOTAL	100		

The minimum number of evaluation points for functionality is **70**.

Tender offers will only be accepted if:

5.13

- a) the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see <https://secure.csd.gov.za/>) unless it is a foreign supplier with no local registered entity
- b) the tenderer is in good standing with SARS according to the Central Supplier Database;
- c) the tenderer submits a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part C1.3 of this procurement document
- d) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;
- e) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- f) the tenderer has not:

	<ul style="list-style-type: none"> i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect; g) the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process; h) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer; i) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.
5.13.1	<p>Acceptance of a tender offer (Additional Conditions)</p> <p>The Employer shall accept a tender offer should it be considered not to present any unacceptable commercial risk, only if the tenderer</p> <ul style="list-style-type: none"> a) is not under restrictions, or has principals who are under restrictions, preventing participation in the employer's procurement, b) can, as necessary and in relation to the proposed contract, demonstrate the possession of the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and personnel, to perform the contract, c) has the legal capacity to enter into the contract, d) is not insolvent, in receivership, bankrupt or being liquidated, does not have affairs administered by a court or a judicial officer, does not have suspended business activities, or is subject to legal proceedings with respect to any of the foregoing, e) complies with the legal requirements, if any, stated in the tender data, and f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.
5.17	The number of paper copies of the signed contract to be provided by the employer is ONE (1)
5.18	<p>Preparing Tender Documents</p> <p>If necessary, the documents that shall form part of the contract and that were issued by the employer as part of the tender documents, shall be revised to take account of;</p> <ul style="list-style-type: none"> a) addenda issued during the tender period, b) inclusion of some of the returnable documents, and c) other revisions agreed between the employer and the successful tenderer during the process of offer and acceptance. <p>The schedule of deviations attached to the form of offer and acceptance, if any, shall be completed.</p>
5.19	All communication shall be done in writing

T1.3: STANDARD CONDITIONS OF BID

(As contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement)

F.1 General

F.1.1 Actions

The employer and each bidder submitting a bid offer shall comply with these conditions of bid. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently.

F.1.2 Bid Documents

The documents issued by the employer for the purpose of a bid offer are listed in the bid data.

F.1.3 Interpretation

F.1.3.1 The bid data and additional requirements contained in the bid schedules that are included in the returnable documents are deemed to be part of these conditions of bid.

F.1.3.2 These conditions of bid, the bid data and bid schedules which are only required for bid evaluation purposes, shall not form part of any contract arising from the invitation to bid.

F.1.3.3 For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

- a) **Comparative offer** means the bidder's financial offer after the factors of non-firm prices, all unconditional discounts and any other bided parameters that will affect the value of the financial offer have been taken into consideration
- b) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the bid process; and
- c) **Fraudulent practice** means the misrepresentation of the facts in order to influence the bid process or the award of a contract arising from a bid offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- d) **Quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

F.1.4 Communication and employer's agent

Each communication between the employer and a bidder shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a bidder. The name and contact details of the employer's agent are stated in the bid data.

F.1.5 The employer's right to accept or reject any bid offer

F.1.5.1 The employer may accept or reject any variation, deviation, bid offer, or alternative bid offer, and may cancel the bid process and reject all bid offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a bidder for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a bid process or the rejection of all responsive bid offers re-issue a bid covering substantially the same scope of work within a period of six months unless only one bid was received and such bid was returned unopened to the bidder.

F.2 Bidder's obligations**F.2.1 Eligibility**

Submit a bid offer only if the bidder complies with the criteria stated in the bid data and the bidder, or any of his principals, is not under any restriction to do business with employer.

F.2.2 Cost of bidding

Accept that the employer will not compensate the bidder for any costs incurred in the preparation and submission of a bid offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

F.2.3 Check documents

Check the bid documents on receipt for completeness and notify the employer of any discrepancy or omission.

F.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the bid. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a bid offer in response to the invitation.

F.2.5 Reference documents

Obtain, as necessary for submitting a bid offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the bid documents by reference.

F.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the bid documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the bid data, in order to take the addenda into account.

F.2.7 Clarification meeting

Attend, where required, a clarification meeting at which bidders may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the bid data.

F.2.8 Seek clarification

Request clarification of the bid documents, if necessary, by notifying the employer at least five working days before the closing time stated in the bid data.

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) may not be for the full cover required in terms of the conditions of contract identified in the contract data. The bidder is advised to seek qualified advice regarding insurance.

F.2.10 Pricing the bid offer

F.2.10.1 Include in the rates, prices, and the bided total of the prices (if any) all duties, taxes (except Value Added Tax (VAT)), and other levies payable by the successful bidder, such duties, taxes and levies being those applicable 14 days before the closing time stated in the bid data.

F.2.10.2 Show VAT payable by the employer separately as an addition to the bidder's total of the prices.

F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the bid data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

F.2.11 Alterations to documents

Not make any alterations or additions to the bid documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the bidder. All signatories to the bid offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

F.2.12 Alternative bid offers

F.2.12.1 Submit alternative bid offers only if a main bid offer, strictly in accordance with all the requirements of the bid documents, is also submitted. The alternative bid offer is to be submitted with the main bid offer together with a schedule that compares the requirements of the bid documents with the alternative requirements the bidder proposes.

F.2.12.2 Accept that an alternative bid offer may be based only on the criteria stated in the bid data or criteria otherwise acceptable to the employer.

F.2.13 Submitting a bid offer

F.2.13.1 Submit a bid offer to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the bid data.

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.

F.2.13.3 Submit the parts of the bid offer communicated on paper as an original plus the number of copies stated in the bid data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

F.2.13.4 Sign the original and all copies of the bid offer where required in terms of the bid data. The Employer will hold all authorized signatories liable on behalf of the bidder. Signatories for bidders Proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the bid offer.

F.2.13.5 Seal the original and each copy of the bid offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and Identification details stated in the bid data, as well as the bidder's name and contact address.

F.2.13.6 Where a two-envelope system is required in terms of the bid data, place and seal the returnable documents listed in the bid data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the bid data, as well as the bidder's name and contact address.

F.2.13.7 Seal the original bid offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the bid data.

F.2.13.8 Accept that the employer shall not assume any responsibility for the misplacement or premature opening of the bid offer if the outer package is not sealed and marked as stated.

F.2.14 Information and data to be completed in all respects

Accept that bid offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the bid offer at the address specified in the bid data not later than the closing time stated in the bid data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept bid offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the bid data.

F.2.15.2 Accept that, if the employer extends the closing time stated in the bid data for any reason, the requirements of these conditions of bid apply equally to the extended deadline.

F.2.16 Bid offer validity

F.2.16.1 Hold the bid offer(s) valid for acceptance by the employer at any time during the validity period stated in the bid data after the closing time stated in the bid data.

F.2.16.2 If requested by the employer, consider extending the validity period stated in the bid data for an agreed additional period.

F.2.17 Clarification of bid offer after submission

Provide clarification of a bid offer in response to a request to do so from the employer during the evaluation of bid offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the total of the prices or substance of the bid offer is sought, offered, or permitted. The total of the prices stated by the bidder shall be binding upon the bidder.

Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred bidder following a competitive selection process, should the Employer elect to do so.

F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the bid offer, the bidder's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the bidder not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the bid offer as non-responsive.

F.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

F.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the bid data.

F.2.20 Submit securities, bonds, policies, etc.

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

F.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

F.2.22 Return of other bid documents

If so instructed by the employer, return all retained bid documents within 28 days after the expiry of the validity period stated in the bid data.

F.2.23 Certificates

Include in the bid submission or provide the employer with any certificates as stated in the bid data.

F.3 The employer's undertakings**F.3.1 Respond to clarification**

Respond to a request for clarification received up to five working days prior to the bid closing time stated in the Bid Data and notify all bidders who drew procurement documents.

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the bid documents to each bidder during the period from the date of the Bid Notice until seven days before the bid closing time stated in the Bid Data. If, as a result a bidder applies for an extension to the closing time stated in the Bid Data, the Employer may grant such extension and, will then notify it to all bidders who drew documents.

F.3.3 Return late bid offers

Return bid offers received after the closing time stated in the Bid Data, unopened, (unless it is necessary to open a bid submission to obtain a forwarding address), to the bidder concerned.

F.3.4 Opening of bid submissions

F.3.4.1 Unless the two-envelope system is to be followed, open valid bid submissions in the presence of bidders' agents who choose to attend at the time and place stated in the bid data. Bid submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

F.3.4.2 Announce at the opening held immediately after the opening of bid submissions, at a venue indicated in the bid data, the name of each bidder whose bid offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main bid offer only.

F.3.4.3 Make available the record outlined in F.3.4.2 to all interested persons upon request.

F.3.5 Two-envelope system

F.3.5.1 Where stated in the bid data that a two-envelope system is to be followed, open only the technical proposal of valid bids in the presence of bidders' agents who choose to attend at the time and place stated in the bid data and announce the name of each bidder whose technical proposal is opened.

F.3.5.2 Evaluate the quality of the technical proposals offered by bidders, then advise bidders who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of bidders, who score in the quality evaluation above the minimum number of points for quality stated in the bid data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to bidders whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6 Non-disclosure

Not disclose to bidders, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of bid offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful bidder.

F.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a bidder to influence the processing of bid offers and instantly disqualify a bidder (and his bid offer) if it is established that he engaged in corrupt or fraudulent practices.

F.3.8 Test for responsiveness

Determine, on opening and before detailed evaluation, whether each bid offer properly received:

- a) Meets the requirements of these Conditions of Bid,
- b) Has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the bid documents.

A responsive bid is one that conforms to all the terms, conditions, and specifications of the bid documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- Detrimentially affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- change the Employer's or the bidder's risks and responsibilities under the contract, or
- affect the competitive position of other bidders presenting responsive bids, if it were to be rectified.

Reject a non-responsive bid offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F.3.9 Arithmetical errors

Check responsive bid offers for arithmetical errors, correcting them in the following manner:

- Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- If a bill of quantities (or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate will be corrected.
- Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the bidder's addition of prices, the total of the prices shall govern and the bidder will be asked to revise selected item prices (and their rates if a bills of quantities applies) to achieve the bided total of the prices.

Consider the rejection of a bid offer if the bidder does not correct or accept the correction of his arithmetical errors in the manner described above.

F.3.10 Clarification of a bid offer

Obtain clarification from a bidder on any matter that could give rise to ambiguity in a contract arising from the bid offer.

F.3.11 Evaluation of bid offers

F3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive bid offer to a comparative offer and evaluate it using the bid evaluation method that is indicated in the Bid Data and described below:

Method 1: Financial offer	1) Rank bid offers from the most favorable to the least favorable comparative offer. 2) Recommend highest ranked bidder for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 2: Financial offer and preferences	1) Score bid evaluation points for financial offer. 2) Confirm that bidders are eligible for the preferences claimed and if so, score bid evaluation points for preferencing. 3) Calculate total bid evaluation points. 4) Rank bid offers from the highest number of bid evaluation points to the lowest. 5) Recommend bidder with the highest number of bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 3: Financial offer and quality	1) Score quality, rejecting all bid offers that fail to score the minimum number of points for quality stated in the Bid data. 2) Score bid evaluation points for financial offer. 3) Calculate total bid evaluation points. 4) Rank bid offers from the highest number of bid evaluation points to the lowest. 5) Recommend bidder with the highest number of bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 4: Financial offer, quality and preferences	1) Score quality, rejecting all bid offers that fail to score the minimum number of points for quality stated in the Bid data. 2) Score bid evaluation points for financial offer. 3) Confirm that bidders are eligible for the preferences claimed, and if so, score bid evaluation points for Preferencing. 4) Calculate total bid evaluation points. 5) Rank bid offers from the highest number of bid evaluation points to the lowest. 6) Recommend bidder with the highest number of bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

Score financial offers, preferences and quality, as relevant, to two decimal places.

F.3.11.2 Scoring Financial Offers

Score the financial offers of remaining responsive bid offers using the following formula:

$N_{FO} = W_1 \times A$ where:

N_{FO} = the number of bid evaluation points awarded for the financial offer.

W_1 = the maximum possible number of bid evaluation points awarded for the financial offer as stated in the Bid Data.

A = a number calculated using either formulas 1 or 2 below as stated in the Bid Data.

Formula	Basis for comparison	Option 1	Option 2
1	Highest price or discount	$(1 + \frac{(P - P_m)}{P_m})$	P/P_m
2	Lowest price or percentage commission/fee	$(1 - \frac{(P - P_m)}{P_m})$	P_m/P

where:

P_m = the comparative offer of the most favorable bid offer.

P = the comparative offer of bid offer under consideration.

F.3.11.3 Scoring quality (functionality)

Score quality in each of the categories stated in the Bid Data and calculate total score for quality.

F.3.12 Insurance provided by the employer

If requested by the proposed successful bidder, submit for the bidder's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

F.3.13 Acceptance of bid offer

F.3.13.1 Accept bid offer only if the bidder satisfies the legal requirements stated in the Bid Data.

F.3.13.2 Notify the successful bidder of the employer's acceptance of his bid offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the bid data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful bidder as described in the form of offer and acceptance.

F.3.14 Notice to unsuccessful bidders

After the successful bidder has acknowledged the employer's notice of acceptance, notify other bidders that their bid offers have not been accepted.

F.3.15. Prepare contract documents

If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the bid documents to take account of:

- a) Addenda issued during the bid period,
- b) Inclusion of some of the returnable documents,
- c) Other revisions agreed between the employer and the successful bidder, and
- d) The schedule of deviations attached to the form of offer and acceptance, if any.

F.3.16 Issue final contract

Prepare and issue the final draft of contract documents to the successful bidder for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of bid require the bidder to submit, after acceptance by the employer, shall be included.

F.3.17 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

F.3.18 Provide copies of the contracts

Provide to the successful bidder the number of copies stated in the Bid Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

PART T2: RETURNABLE SCHEDULES

TABLE OF CONTENTS		Page	Colour
T2.1:	LIST OF RETURNABLE DOCUMENTS.....	T.21	White
T2.2:	RETURNABLE SCHEDULES TO BE COMPLETED BY TENDERER	T.22	Yellow

T2.1: LIST OF RETURNABLE DOCUMENTS

The tenderer must complete the following returnable documents:

1 Returnable Schedules required only for tender evaluation purposes

- A. Record of Addenda to Tender Documents
- B. Proposed amendments and qualifications
- C. Compulsory Declaration
- D. Municipal declaration and returnable documents
- E. Certificate of Attendance at a Tender Site Meeting
- F. Certificate of Authority of Joint Ventures/ Close corporations/ Partnership/ Company/ Sole proprietor (Certified Copies of the Identity Documents in the Case of sole proprietor)
- G. Registration Certificates of Entities – Joint Ventures/ Close corporations/ partnership/ Company/ Sole Proprietor
- H. Schedule of Tenderer's Experience
- I. Schedule of Key Personnel
- J. Format of Curriculum Vitae (CV)
- K. Schedule of Sub-Contractors
- L. Schedule of plant and equipment
- M. Copy of Workmen's Compensation Registration Certificate (or proof of payment of contributions in terms of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993)

2. Other documents required only for tender evaluation purposes

- N. Form of Intent to offer a Performance Guarantee
- O. An Original Tax Clearance Certificate issued by the South African Revenue Services

3. Other documents that will be incorporated into the contract

- P. Execution Programme
- Q. Contractor's Health and Safety Declaration
- R. Contractor's Safety Plan
- S. Proforma Notification form in terms of the Occupational Health and Safety Act 1993, Construction Regulations, 2014.

4. MBD Forms

- MBD 1** Invitation to Bid
- MBD 2** CSD, Tax Clearance Requirements
- MBD 4** Declaration of interest
- MBD 6.1** Preference points claim form in terms of the preferential procurement regulations 2022
- MBD 6.2** Declaration certificate for local production and content
- MBD 8** Declaration of Bidder's Past Supply Chain Management Practices
- MBD 9** Certificate of Independent Bid Determination

4.1 The offer portion of the C1.1 Offer and Acceptance

4.2 C1.2 Contract Data (Part 2)

4.3 C2.2 Bills of quantities

RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

The tenderer must complete the following returnable documents:

1. Returnable Schedules required only for tender evaluation purposes

- A. Record of Addenda to Tender Documents
- B. Proposed amendments and qualifications
- C. Compulsory Declaration
- D. Municipal declaration and returnable documents
- E. Certificate of Attendance at a Tender Site Meeting
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- L. Schedule of plant and equipment
- M. Copy of Workmen's Compensation Registration Certificate (or proof of payment of contributions in terms of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993)

2. Other documents required only for tender evaluation purposes

- N. Form of Intent to offer a Performance Guarantee
- O. An Original Tax Clearance Certificate issued by the South African Revenue Services

3. Other documents that will be incorporated into the contract

- P. Execution Programme
- Q. Contractor's Health and Safety Declaration
- R. Contractor's Safety Plan
- S. Proforma Notification form in terms of the Occupational Health and Safety Act 1993, Construction Regulations, 2014.

4. MBD Forms

Annexure A: Record of Addenda to tender documents

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer:

Annexure B: Proposed amendments and qualifications

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

Signed

Date

Name

Position

Tenderer

Annexure C: Compulsory Declaration

The following particulars must be furnished. In the case of a joint venture, separate declaration in respect of each partner must be completed and submitted.

Section 1: Enterprise Details

Name of enterprise:	
Contact person:	
Email:	
Telephone:	
Cell no	
Fax:	
Physical address	
Postal address	

Section 2: Particulars of companies and close corporations

Company / Close Corporation registration number	
---	--

Section 3: SARS Information

Tax reference number	
VAT registration number:	State Not Registered if not registered for VAT

Section 4: CIDB registration number

CIDB Registration number (if applicable)	
--	--

Section 5: National Treasury Central Supplier Database

Supplier number	
Unique registration reference number	

Section 6: Particulars of principals

principal: means a natural person who is a partner in a partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act No. 71 of 2008) or a member of a close corporation registered in terms of the Close Corporation Act, 1984, (Act No. 69 of 1984).

Full name of principal	Identity number	Personal tax reference number

Attach separate page if necessary

Section 7: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any principal is currently or has been within the last 12 months in the service of any of the following:

- | | |
|---|---|
| a member of any municipal council | an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999) |
| a member of any provincial legislature | a member of an accounting authority of any national or provincial public entity |
| a member of the National Assembly or the National Council of Province | an employee of Parliament or a provincial legislature |
| a member of the board of directors of any municipal entity | |
| an official of any municipality or municipal entity | |

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

Name of principal	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 8: Record of family member in the service of the state

family member: a person's spouse, whether in a marriage or in a customary union according to indigenous law, domestic partner in a civil union, or child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption

Indicate by marking the relevant boxes with a cross, if any family member of a principal as defined in section 5 is currently or has been within the last 12 months been in the service of any of the following:

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

Name of family member	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 9: Record of termination of previous contracts with an organ of state

Was any contract between the tendering entity including any of its joint venture partners terminated during the past 5 years for reasons other than the employer no longer requiring such works or the employer failing to make payment in terms of the contract.

Yes ☐ No (Tick appropriate box) ☐

If yes, provide particulars (interest separate page if necessary)

Section 10: Declaration

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the tendering entity confirms that the contents of this Declaration are within my personal knowledge, and save where stated otherwise in an attachment hereto, are to the best of my belief both true and correct, and:

- i) neither the name of the tendering entity or any of its principals appears on:
 - a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004)
 - b) National Treasury's Database of Restricted Suppliers (see www.treasury.gov.za)
- ii) neither the tendering entity or any of its principals has within the last five years been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa);
- iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);
- iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers
- v) has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract etc.) or intention to not win a tender;
- vi) has 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;
- vii) neither the tenderer or any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity and are not in arrears for more than 3 months;
- viii) SARS may, on an on-going basis during the term of the contract, disclose the tenderer's tax compliance status to the Employer and when called upon to do so, obtain the written consent of any subcontractors who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by the National Treasury, for SARS to do likewise.

Signed _____

Date _____

Name _____

Position _____

Enterprise name _____

NOTE 1 The Standard Conditions of Tender contained in SANS 10845-3 prohibits anticompetitive practices (clause 3.1) and requires that tenderers avoid conflicts of interest, only submit a tender offer if the tenderer or any of his principals is not under any restriction to do business with employer (4.1.1) and submit only one tender either as a single tendering entity or as a member in a joint venture (clause 4.13.1). Clause 5.7 also empowers the Employer to disqualify any tenderer who engages in fraudulent and corrupt practice. Clause 3.1 also requires tenderers to comply with all legal obligations.

NOTE 2: Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of the public administration (i.e. organs of state and all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed in schedule 2 of the Public Service Act, and provincial government components listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public

Service Act of 1994 or persons performing similar functions in organs of state from conducting business with the State or to be a director of a public or private company conducting business with the State. The offence for doing so is a fine or imprisonment for a period not exceeding 5 years or both. It is also a serious misconduct which may result in the termination of employment by the employer.

NOTE 3: Regulation 44 of Supply Chain Management regulations issued in terms of the Municipal Finance Management Act of 2003 requires that organs of state and municipal entities not award a contract to a person who is the service of the state, a director, manager or principal shareholder in the service of the state or who has been in the service of the state in the previous twelve months.

NOTE: 4: Regulation 45 of Supply Chain Management regulations requires a municipality or municipal entity to disclose in the notes to the annual statements particulars of any award made to a close family member in the service of the state.

NOTE: 5 Corrupt activities which give rise to an offence in terms of the Prevention and Combating of Corrupt Activities Act of 2004) include improperly influencing in any way the procurement of any contract, the fixing of the price, consideration or other moneys stipulated or otherwise provided for in any contract and the manipulating by any means of the award of a tender.

NOTE: 6 Section 4 of the Competition Act of 1998 prohibits restrictive horizontal practice including agreements between parties in a horizontal relationship which have the effect of substantially preventing or lessening competition, directly or indirectly fixing prices or dividing markets or constitute collusive tendering. Section 5 also prohibits restrictive vertical practices. Any restrictive practices that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.

Annexure D: Municipal declaration and returnable documents

The following particulars must be furnished in relation to tenders for municipalities and municipal entities where:

- a) consultancy services are required; and
- b) goods, services or a combination thereof where the estimated total of the prices exceeds R 10 million including VAT.

In the case of a joint venture, separate municipal declarations and returnable documents shall be submitted in respect of each partner.

Section 1: Enterprise Details

Name of enterprise:	
Contact person:	
Email:	
Telephone:	
Cell no	
Fax:	
Physical address	
Postal address	

Section 2: Declaration for consultancy services:

The enterprise has been awarded the following consultancy services by an organ of state during the last five years.

Name of organ of state	Estimated number of contracts	Nature of service, e.g, quantity surveying	Service similar to required service (yes / no)?

Attach separate page as necessary

Section 3 Goods, services or a combination thereof where the estimated total of the prices exceeds R 10 million including VAT

I / we certify that

1) (tick one of the boxes):

- ☐ the enterprise is **not** required by law to prepare annual financial statements for auditing
- ☐ the enterprise is required by law to have audited annual financial statements and attached the audited financial statements for the past three financial years, or since the establishment as the enterprise was established within the past three years.

2) the enterprise and its directors has / have 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 (*i.e.: all municipal accounts are paid up to date*);

3) source of goods and / or services:

(tick one of the boxes and insert percentages if applicable):

☐ goods and / or services are sourced only from within the Republic of South Africa

☐ % of the total cost of goods and / or services will be sourced from outside the Republic of South Africa and the percentage of payment from the municipality or municipal entity which is expected to be transferred out of the Republic is

I furthermore confirm that the following contracts were awarded to the enterprise by an organ of state during the last five years and attached particulars of any material non-compliance or dispute concerning the execution of

Name of organ of state	Estimated number of contracts	Nature of contracts

Attach separate page as necessary

I, the undersigned who warrants that I am duly authorised on behalf of the tendering entity, hereby declare that the contents of this Declaration are within my personal knowledge, and save where stated otherwise are to the best of my belief both true and correct

Signed _____

Date _____

Name _____

Position _____

Enterprise name _____

Annexure E: Certificate of Attendance at a tender site 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
MAKHADO MUNICIPALITY Civic Centre.

I / We acknowledge that the purpose of the meeting was to acquaint myself / ourselves with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for me / 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 person(s) at the meeting is confirmed by the Employer's representative, namely:

Name:

Signature:

Capacity:

Date and Time:

**Annexure F: Certificate of Authority of Joint Ventures/ Close corporations/
Partnership/ Company/ Sole proprietor (Certified Copies of the
Identity Documents in the Case of sole proprietor)**

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

(I) COMPANY	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(IV) JOINT VENTURE	(V) SOLE PROPRIETOR

(I) Certificate for Company

I,, chairperson of the Board of Directors of
....., hereby confirm that by resolution of the Board (copy
attached) taken on 20....., Mr./Ms., acting in the capacity
of
....., was authorized to sign all documents in connection with the
tender for Bid No. 95/2017 and any contract resulting from it on behalf of the company.

Chairman:

As Witnesses: 1.....

2.....

Date:

(II) Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as
 hereby authorize Mr./Ms., acting in the capacity of
, to sign all documents in connection with
 the tender for Bid No. 23 of 2018 and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

(II) Certificate for Partnership

We, the undersigned, being the key partners in the business trading as,
, hereby authorize Mr./Ms.,
 acting in the capacity of, to sign all documents in connection with the
 tender for Bid No. 23 of 2018 and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

(IV) Certificate for Joint Venture

This Returnable Schedule is to be completed by joint ventures.

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

NAME OF FIRM	ADDRESS	DULY AUTHORIZED SIGNATORY
Lead partner		Signature. Name Designation
		Signature. Name Designation
		Signature. Name Designation
		Signature. Name Designation

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

(V) Certificate for Sole Proprietor

I,, hereby confirm that I am the sole owner of the Business
 trading as

Signature of Sole owner:

As Witnesses:

Date:

1.

2.

Annexure G: Registration Certificate of an Entity

[Important note to Tenderer: Registration Certificates for Companies, Close Corporations and Partnerships, and ID documents for Sole Proprietors, must be attached here. In the case of a Joint Venture, a copy of a duly signed Joint Venture Agreement must be included]

Annexure H: Schedule of the Tenderer's Experience

EMPLOYER: CONTACT PERSON AND TELEPHONE NUMBER	CONSULTING ENGINEER: CONTACT PERSON AND TELEPHONE NUMBER	NATURE OF WORK	VALUE OF WORK (inclusive of VAT)	DATE COMPLETED OR EXPECTED TO BE COMPLETED

Signed _____

Date _____

Name _____

Position _____

Tenderer _____

Annexure I: Schedule Key Personnel

In terms of the Project Specification and the Conditions of Tender, unskilled workers may only be brought in from outside the local community if such personnel are not available locally.

The Tenderer shall list below the personnel which he intends to utilize on the Works, including key personnel which may have to be brought in from outside if not available locally.

CATEGORY OF EMPLOYEE	NUMBER OF PERSONS					
	KEY PERSONNEL, PART OF THE CONTRACTOR'S ORGANISATION		KEY PERSONNEL TO BE IMPORTED IF NOT AVAILABLE LOCALLY		UNSKILLED PERSONNEL TO BE RECRUITED FROM LOCAL COMMUNITY	
	HDI	NON-HDI	HDI	NON-HDI	HDI	NON-HDI
Site Agent, Project Managers						
Foremen, Quality Control and Safety Personnel						
Technicians, Surveyors, etc.						
Artisans and other Skilled workers						
Plant Operators						
Unskilled Workers						
Others:						
.....						

Signed

Date

Name

Position

Tenderer

Provide separate forms for each position listed in the Form: Key Personnel

[illegible]

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....
Date

Annexure J: Format of Curriculum Vitae of Key Personnel

Provide separate forms for each position listed in the Form: Key Personnel

Site Foreman

[illegible]**Certification:**

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....
Signature of person named in the schedule

.....
Date

Provide separate forms for each position listed in the Form: Key Personnel

[illegible]

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....
Date

Annexure K: Schedule of Proposed Subcontractors

We notify you that it is our intention to employ the following 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 names of proposed 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.

We confirm that all Subcontractors who are contracted to construct a house are registered as home builders with the National Home Builders Registration Council.

	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

Annexure L: 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 _____

Annexure M: Proof of Workmen's Compensation Registration Certificate

The Tenderer must attach hereto proof of compliance with the relevant requirements of the compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993) OR proof of payment of contributions in terms of the Compensation for Occupational injuries and Diseases Act No.130 of 1993.

Annexure RDP. Employment of EME or QSE

Subcontracting to be a minimum of **30%** to an EME or QSE which is at least 51% owned by black people including youth, women , people with disabilities, people living in rural areas or townships and military veterans

We notify you that it is our intention to employ EME or QSE subcontractors for work in this contract to comply with the stipulated **30% requirement**.

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the name of proposed subcontractors in accordance with requirements in the contract for such appointments.

Item No.	Description of Work to be executed by EME or QSE Subcontractors	Value of the work
1.		R
2.		R
3.		R
4.		R
5.		R
Total value of work committed to SMME companies		R
Percentage of total contract value		%

Annexure N: Form of Intent to Provide a Performance Guarantee

The Tenderer must attach hereto a letter from the bank with whom he has made the necessary arrangements, to the effect that the said bank or institution will be prepared to provide the required performance guarantee when asked to do so.

PRO-FORMA FOR A PERFORMANCE GUARANTEE**PERFORMANCE GUARANTEE**

Employer: (Name and Address)

.....

Bid No:

(Contract title)

WHEREAS

.....

(hereinafter referred to as "the Employer") entered into, a Contract with

.....

(hereinafter called "the Contactor") on the day of
20...
for the construction of (Contract Title)

.....

at

.....

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

AND WHEREAS (hereinafter referred to as "the Guarantor") Has/have at the request of the Contractor, agreed to give such guarantee;

NOW THEREFORE WE,

.....

Do hereby guarantee and bind ourselves jointly and severally as Guarantor and Co-Principal Debtors to the Employer under renunciation of the benefits of division and exclusion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor. However, upon receipt by us of an authenticated copy of the Certificate of Completion in terms of the Contract, the amount of liability shall be reduced by 50%, which shall be in force until the issue of the Final Approval Certificate at expiry of the Defects Liability Period
4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
5. Our total liability hereunder shall not exceed the sum of

.....

.

..... (in words)

R (in figures)

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

6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon the Guarantor's liability hereunder shall cease.

I/We declare that I/we, on behalf of the Guarantor, waive the legal exceptions available to a guarantor and undertake to pay the said amount or such portion thereof as may be demanded, immediately on receipt of a written demand from you.

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.

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 the Employer.

7. I/We hereby choose our address for the serving of all notices for all purposes arising here from as

.....

.....
IN WITNESS WHEREOF this guarantee has been executed by us at

on this day of 20.....

As witnesses:

1. Signature

2. Signature

Duly authorized to sign on behalf of (*Guarantor*)

Address

.....

.....

Annexure O: Tax Clearance Certificate

Tax Clearance Certificate obtained from SARS to be inserted here.

IMPORTANT NOTES:

1. The following is an abstract from the Preferential Procurement Regulations 2001 promulgated with the Preferential Policy Framework Act No 5 of 2000:

Tax clearance certificate

16. No contract may be awarded to a person who has failed to submit an original Tax Clearance Certificate from the South African Revenue Service ("SARS") certifying the taxes of that person to be in order or that suitable arrangement have been made with SARS."
2. Before entering into a contract with a successful Tenderer, the Employer will confirm with the CIDB that the Tenderer's registration is active and the expiry date of the tax certificate
3. The ST 5.1 form, Application for Tax Clearance Certificate (in respect of tenders), must be **completed by the tenderer in every detail and submitted to the Receiver of Revenue** where the tenderer is registered for income tax purposes. The Receiver of Revenue will then furnish the tenderer with a Tax Clearance Certificate that will be valid for 12 months from date of issue. **This Tax Clearance Certificate must be submitted in the original with the tender before the closing time and date of the tender.**

Each party to a Consortium / Joint Venture / Subcontractors must complete a separate Tax Clearance Certificate.

Failure to submit an original and valid Tax Clearance Certificate ISSUED BY SARS WITH YOUR BID DOCUMENT AT THE TIME OF CLOSING will invalidate the tender.

APPLICATION FORM FOR TAX CLEARANCE CERTIFICATE]

~~(IN RESPECT OF TENDER)~~

1. NAME OF TAXPAYER/TENDERER:

2. TRADE NAME:

[illegible]

3. IDENTIFICATION No. (if applicable):

[illegible]

4. COMPANY/CLOSE CORPORATION REG No.:

[illegible]

5. INCOME TAX REFERENCE No. :

[illegible]

6. VAT REGISTRATION No. :

[illegible]

7. PAYE EMPLOYERS REG No. (if applicable) :

NB: Copy of the tender request must be attached to this application.

CONTACT PERSON REQUIRING TAX CLEARANCE CERTIFICATE:

SIGNATURE:

NAME:

TELEPHONE NUMBER : CODE: NUMBER:

ADDRESS :

DATE : 200. / /

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 of returns by any person.

NAME OF PERSON RESPONSIBLE FOR CONTRACT:

(ST 5.1) March 1999

NB: *This is a pro forma application form that has to be submitted to SARS to enable them to issue the required Tax Clearance Certificate. The original and valid Tax Clearance Certificate furnished by the Receiver of Revenue must be submitted with the tender (to be attached to the next page).*

TAX CLEARANCE CERTIFICATE

[Tax Clearance Certificate obtained from SARS to be attached here]

The Tenderer shall detail below or attach a preliminary programme reflecting the proposed sequence and tempo of execution of the various activities comprising the work for this Contract. The programme shall be in accordance with the information supplied in the Contract, requirements of the Project Specifications and with all other aspects of the Tender.

[illegible]

[Note: The programme must be based on the completion time as specified in the Contract Data. No other completion time that may be indicated on this programme will be regarded as an alternative offer, unless it is listed in Table (b) of the Form hereafter and supported by a detailed statement to that effect, all as specified in the Tender Data]

SIGNATURE: DATE:
(of person authorized to sign on behalf of the Tenderer)

Annexure Q: Contractor's Health and Safety Declaration

In terms of Clause 4(4) of the OHS Act 1993 Construction Regulations 2003 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHS Act 1993 Construction Regulations 2003.

To that effect a person duly authorized by the tenderer must complete and sign the declaration hereafter in detail.

Declaration by Tenderer

1. I, the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHS Act 1993 Construction Regulations 2003.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I hereby confirm that adequate provision has been made in my tendered rates and prices in the Bill of Materials to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHS Act 1993 Construction Regulations 2003, including the cost of the specific items listed in the tables hereafter.

(Tables to be completed by Tenderer)

TABLE 1: COST OF SAFETY PERSONNEL

PERSONNEL	COSTS AS ALLOWED IN TENDER	NOMINATED PERSON/S
Construction Supervisor		
Construction Safety Officer		
Health and Safety Representatives		
Health and Safety Committee		

TABLE 2: COST OF SAFETY EQUIPMENT

EQUIPMENT	STATE YES or NO	COST ALLOWED FOR IN TENDER
Hard hats		
Safety boots		
Harnesses		
Gas detectors		
Add items as per risk assessment:		

4. I hereby undertake, if my tender is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 5(1) of the Construction Regulations, which plan shall be subject to approval by the Employer.
5. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHSA 1993 Construction Regulations 2003 will be provided on site and will always be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer and his Agents, visitors, and officials and inspectors of the Department of Labour.
6. I hereby confirm that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations (Regulation 30) for failure on the Contractor's part to comply with the provisions of the Act and the Regulations.
7. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2003, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.

SIGNATURE: DATE:
 (of person authorized to sign on behalf of the Tenderer)

Annexure R: Contractor's Safety Plan

[The Tenderer shall submit separately before commencement of the works his Health and Safety Plan as required in terms of Regulation 5 of the Occupational Health and Safety Act 1993 Construction Regulations 2003, and referred to in T2.1]

Annexure V: Proforma Notification form in terms of the Occupational Health and Safety Act 1993, Construction Regulations, 2014

[This form must be completed and forwarded, prior to commencement of work on site, by all Contractors that qualify in terms of Regulation 3 of the Construction Regulations 2003, to the office of the Department of Labour]

1.

(a) Name and postal address of Contractor:

(b) Name of Contractor's contact person:

Telephone number:

2. Contractor's workman's compensation registration number:

3. (a) Name and postal address of client:

.....

(b) Name of client's contact person or agent:

Telephone number:

4. (a) Name and postal address of designer(s) for the project:

(b) Name of designer's contact person:

Telephone number:

5. Name of Contractor's construction supervisor on site appointed in terms of:

Regulation 6(1): Telephone

number:

6. Name/s of Contractor's sub-ordinate supervisors on site appointed in terms of regulation 6(2):

7. Exact physical address of the construction site or site office:

8. Nature of the construction work:

- 9. Expected commencement date:
- 10. Expected completion date:
- 11. Estimated maximum number of persons on the construction site:
- 12. Planned number of subcontractors on the construction site accountable to Contractor:
- 13. Name(s) of subcontractors already chosen:

SIGNED BY:

CONTRACTOR:

DATE:

CLIENT:

DATE:

MBD 2

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001

"Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.

6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

Declaration of Interest

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

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

3.2. Identity Number:

3.3. Position occupied in the Company (director, trustee, shareholder²):

3.4. Company or Close Corporation Registration Number:

3.5. Tax Reference Number:

3.6. VAT Registration Number:

3.7. The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8. Are you presently in the service of the state?

YES/NO

3.8.1. If yes, furnish particulars

.....
.....

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

3.9.1. If yes, furnish particulars

.....
.....

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

3.10.1 If yes, furnish particulars.

.....
.....

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

3.11.1 If yes, furnish particulars

.....
.....

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

3.12.1 If yes, furnish particulars

.....
.....

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

3.13.1 If yes, furnish particulars.

.....

3.14. Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? **YES / NO**

3.14.1 If yes, furnish particulars:

.....

4. Full details of directors / trustees / members / shareholders.

FULL NAME	IDENTITY NUMBER	STATE EMPLOYEE NUMBER

The tenderer hereby certifies that the information set out in this schedule and/or attached thereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract.

Signature

Print name: On behalf of the tenderer (duly authorised)

Date

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

(a) a member of –

(i) any municipal council;

(ii) any provincial legislature; or

(iii) the national Assembly or the national Council of provinces;

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

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

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

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

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

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

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- 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 **To be completed by the organ of state**

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 POINTS AWARDED FOR PRICE

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

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

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

Where

- Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmin = Price of lowest acceptable tender

3.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \text{80/20} & \text{or} & \text{90/10} \\ Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) & \text{or} & Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
100% Black ownership (attach CSD detail report)	N/A	10	N/A	
Woman Ownership (attach CSD detail report or Certified copy of Smart ID)	N/A	05	N/A	
Disability (Attach Disability letter from a Doctor)	N/A	05	N/A	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3 Name of company/firm.....

4.4 Company registration number:

4.5 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
☐ One-person business/sole propriety
☐ Close corporation
☐ Public Company
☐ Personal Liability Company
☐ (Pty) Limited
☐ Non-Profit Company
☐ State Owned Company

[TICK APPLICABLE BOX]

4.6 I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

MBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9.(1) and 9.(3) make provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Regulation 9.(3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
- 1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.5. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

$$LC = 1 - \left(\frac{x}{y} \right) \times 100$$

Where

x imported content

y bid price excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as required in paragraph 4.1 below.

1.7. A bid will be disqualified if:

- the bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and
- this declaration certificate is not submitted as part of the bid documentation.

2. Definitions

2.1. **“bid”** includes advertised competitive bids, written price quotations or proposals;

2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);

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

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

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

4. Does any portion of the services, works or goods offered have any imported content? YES / NO
- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	

Yen	
Other	

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

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

IN RESPECT OF BID No.

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

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

I, the undersigned, (full names),

do hereby declare, in my capacity as

of(name of bidder entity), the following:

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

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

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

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

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

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

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

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - a. has been requested to submit a bid in response to this bid invitation;
 - b. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - c. provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a. prices;
 - b. geographical area where product or service will be rendered (market allocation)
 - c. methods, factors or formulas used to calculate prices;
 - d. the intention or decision to submit or not to submit, a bid;
 - e. the submission of a bid which does not meet the specifications and conditions of the bid; or
 - f. bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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

THE CONTRACT

PART C1: AGREEMENTS AND CONTRACT DATA

PART C2: PRICING DATA

PART C3: SCOPE OF WORK

PART C4: SITE INFORMATION

MAKHADO MUNICIPALITY**TABLE OF CONTENTS****PART C1: AGREEMENTS AND CONTRACT DATA (YELLOW COLOUR)****C1.1: FORM OF OFFER AND ACCEPTANCE****C1.2: CONTRACT DATA****C1.2.1: CONDITIONS OF CONTRACT****C1.2.2: PART A: CONTRACT DATA PROVIDED BY THE EMPLOYER****PART B: CONTRACT DATA PROVIDED BY THE CONTRACTOR****C1.3: FORM OF GUARANTEE****C1.4: AGREEMENT WITH ADJUDICATOR****C1.5: AGREEMENT IN TERMS OF SECTION 37(2) OF THE
OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993****PART C2: PRICING DATA (YELLOW COLOUR)****C2.1: PRICING INSTRUCTIONS****C2.2: BILL OF QUANTITIES****PART C3: SCOPE OF WORK (BLUE COLOUR)****C3.1: STANDARD SPECIFICATIONS****C3.2: PROJECT SPECIFICATIONS****C3.3: PARTICULAR SPECIFICATIONS****PART C4: SITE INFORMATION (GREEN COLOUR)****C4.1: LOCALITY PLAN****C4.2: BID DRAWINGS**

MAKHADO MUNICIPALITY**WATERVAL SPORTS FACILITY****C1.1-1 Form of Offer and Acceptance****Offer**

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

BID NO. 91 OF 2023; WATERVAL SPORTS FACILITY

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

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

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

.....

..... Rand (in words);

R (in figures)

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

The above offered total price is binding and the bid will be evaluated based on that price.

Signature Block: Bidder

Signature Date

Name

Capacity

Name of organization.

Address of organization

.....

Signature of witness Date

Name of witness

Acceptance

By signing this part of this form of offer and acceptance, the employer identified below accepts the bidder'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 bidder's offer shall form an agreement between the employer and the bidder upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1: Agreements and contract data, (which includes this agreement)
 - Part C2: Pricing data
 - Part C3: Scope of work.
 - Part C4: Site information
- and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

Deviations from and amendments to the documents listed in the bid data and any addenda thereto as listed in the bid schedules as well as any changes to the terms of the offer agreed by the bidder 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.

The bidder shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) for 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. Failure to fulfill 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 bidder receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the bidder (now contractor) within five working 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 Block: Employer	
Signature	Date
Name	
Capacity	
For the Employer:	Municipal Manager Makhado Municipality
Signature of witness	Date
Name of witness	

Schedule of Deviations

1

Subject

Details

2

Subject

Details

3

Subject

Details

4

Subject

Details

By the duly authorized representatives signing this agreement, the employer and the bidder agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the bid data and addenda thereto as listed in the bid schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the bidder 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 bid documents and the receipt by the bidder 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 Bidder:

Signature(s)

Name(s)

Capacity

(Name and address of organization)

Name & Signature of Witness

For the Employer:

Signature(s)

Name(s)

Capacity

(Name and address of organization)

Name & Signature of Witness

MAKHADO MUNICIPALITY

WATERVAL SPORTS FACILITY**Situated in****MAKHADO MUNICIPALITY****C1.2 Contract Data**

The General Conditions of Contract for Construction Works (3rd edition 2015) published by the South African Institution of Civil Engineers, is applicable to this contract. Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineers (Tel: 011-805 5947).

The General Conditions of Contract for Construction Works make several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the general conditions of contract.

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

If for some reason that "The General Conditions of Contract for Construction Works (2015)" does not address, "The COLTO General Conditions of Contract 1998 for Road and Bridge Works" will be referred to.

WATERVAL SPORTS FACILITY
Situated in
MAKHADO MUNICIPALITY

C1.2.1: CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

SPECIAL CONDITIONS OF CONTRACT

- 1. GENERAL**
- 2. AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT**
- 3. TRANSFER OF RIGHTS**

C1.2.1 CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

This Contract will be based on the "General Conditions of Contract for Construction Works - (3rd Edition 2015)", issued by the South African Institution of Civil Engineers (Short title: "**General Conditions of Contract 2015**") and can be obtained from:

SAICE

Waterfall Park
Howick Gardens
Vorna Valley Half way House
Becker Street

MIDRAND

1685

Gauteng Province

Tel: (011) 805-5947/8

Fax: (011) 805-5971.

It is agreed that the only variations from the General Conditions of Contract 2015 are those set out hereafter under "Special Conditions of Contract".

SPECIAL CONDITIONS OF CONTRACT

1. GENERAL

These Special Conditions of Contract (SCC) form an integral part of the Contract. The Special Conditions shall amplify, modify or supersede, as the case may be, the General Conditions of Contract 2010 to the extent specified below, and shall take precedence and shall govern.

The clauses of the Special Conditions hereafter are numbered "SCC" followed in each case by the number of the applicable clause or sub clause in the General Conditions of Conditions 2015, and the applicable heading, or (where a new special condition that has no relation to the existing clauses is introduced) by a number that follows after the last clause number in the General Conditions, and an appropriate heading.

2. ADDITIONAL SPECIAL CONDITIONS OR AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT

2.1 General

The following clauses add to, vary or otherwise amend the General Conditions of Contract:

2.1.1 Cession (CL 2.5.1)

Delete the words "without the written consent of the other".

2.1.2 Contractor's Superintendence (CL 4.12)

Add the following sub-clause 4.12.4 to Clause 4.12:

"Where a form is included in the Appendix to the Contract Data for this purpose, the Bidder shall fill in the name of the person he proposes to entrust with the post of Contractor's Site Agent on this Contract in the space provided therefor. Previous experience of this person on work of a similar nature during the past five (5) years is to be entered in the list.

The Contractor's Site Agent shall be on Site at all times when work is being performed.

The person as approved of by the Employers Agent in writing shall not be replaced or removed from Site without the written approval of the Employers Agent."

2.1.3 Programme (CL 5.6)

Add the following sub-clause 5.6.6 to Clause 5.6:

“Failure on the part of the Contractor to deliver to the Employers Agent, the

- programme of the Works in terms of Clause 5.6.1 and
- supporting documents in terms of Clause 5.6.2

Within the period stated in the Contract Data, shall be sufficient cause for the Employers Agent to retain 25 per centum of the value of the Fixed Charge and Value-related items in assessment of amounts due to the Contractor, until the Contractor has submitted aforementioned first Programme of the Works and Supporting Documents”.

2.1.4 Contractor's Designs and Drawings (CL 5.9.7)

“All designs, calculations, drawings and operation and maintenance manuals shall be fully endorsed by a third party registered Employers Agent, accomplished in such specific field of practice and the cost thereof shall be borne solely by the Contractor.

Once the alternative design has been approved, the Contractor shall indemnify and hold harmless the Employers Agent, the Employer, their agents and assigns, against all claims howsoever arising out of the said design, whether in contract or delict”

2.1.5 Suspension of the Works (CL 5.11)

Add the following sub-clause 5.11.6 to Clause 5.11:

“If the Contractor does not receive from the Employer the amount due under an Interim Payment Certificate within 28 days after expiry of the time stated in sub-clause 6.10.4 within which payment is to be made (except for deductions in accordance with sub-clauses 6.10.1.6 and 6.10.1.7), the Contractor may, after giving 14 days' notice to the Employer, suspend the progress of the Works.

The Contractor's action shall not prejudice his entitlements to a claim in terms of Clause 10.1 and to cancellation of the Contract in terms of Clause 9.3.

If the Contractor subsequently receives full payment of the amount due under such Interim Payment Certificate before giving a notice of cancellation of the Contract, the Contractor shall resume normal working as soon as is reasonably practicable.”

2.1.6 Extension of Time Arising from Abnormal Rainfall (CL 5.12)

Add the following to sub-clause 5.12.2.2:

“The extension of time to be allowed due to abnormal rainfall shall be calculated separately for each calendar month or part thereof in accordance with the following formula:

$$V = (Nw - Nn) + \frac{Rw - Rn}{x}$$

V = Extension of time in calendar days for the calendar month under consideration
 Nw = Actual number of days during the calendar month on which a rainfall of 10 mm or more has been recorded
 Nn = Average number of days for the calendar month on which a rainfall of 10 mm or more has been recorded, as derived from existing rainfall records
 Rw = Actual recorded rainfall for the calendar month
 Rn = Average rainfall for the calendar month, as derived from existing rainfall records
 x = 20

The rainfall records which shall provisionally be accepted for calculation purposes are:

Based on records taken at: **Rainfall Station: Makhado**

Average No of Days with Rainfall exceeding 10mm: 69.2 days/year

Average Rainfall: 949.1 mm/year

Years of record: 1941-2015

Month	Average rainfall for calendar month Rn	Average number of days for calendar month on which a rainfall of 10 mm or more were recorded Nn
	(mm)	(days)
January	188.8	8.4
February	114.7	6.7
March	94.5	5.8
April	101.3	3.87
May	9.6	1.5
June	9.2	0.7
July	13.4	0.4
August	8.3	0.7
September	41.3	1.9
October	56.2	5.5
November	134.6	8.6
December	177.3	8.3

The factor $(N_w - N_n)$ shall be considered to represent a fair allowance for days during which rainfall exceeds 10 mm and the factor $(R_w - R_n)/x$ shall be considered to represent a fair allowance for those days when rainfall does not exceed 10 mm but wet conditions prevent or disrupt work.

The total extension of time shall be the algebraic sum of all monthly totals for the contract period, but if the algebraic sum is negative the time for completion shall not be reduced due to subnormal rainfall. Extensions of time for a part of a month shall be calculated using pro rata values of N_n and R_n ."

2.1.7 Guarantee (Security) (CL 6.2)

Delete the contents of the first paragraph of Clause 6.2.1 and insert:

"The Contractor shall deliver to the Employer within such time as may be stated in the Contract Data a Demand Guarantee, of Insurance Company registered in terms of the Short-term Insurance Act (Act 53 of 1998) or registered Commercial Bank, in a sum equal to the amount stated in the Contract Data. The Demand Guarantee shall be issued by an entity approved by the Employer, and shall conform in all respects to the format contained in the Appendix to the Contract Data.

Wherever a joint venture constitutes the contracting party, the Demand Guarantee shall be issued on behalf of the joint venture.

Failure to produce an acceptable Demand Guarantee within the period stated in Clause 2.2.8 of the Contract Data is a fundamental breach of Contract, entitling the Employer to cancel the Contract by due notice in terms of Clause 9.2 with specific reference to sub-clause 9.2.2.5 as amended in the Special Conditions of Contract."

2.1.8 Variations (CL 6.3)

Omit the words "Provided that" under Clause 6.3.2 and omit Clause 6.3.2.1.

2.1.9 Interim Payments (CL 6.10.1)

Add to the end of Clause 6.10.1 the following paragraph:

"The Contractor shall complete the 'Contractor's Monthly Report Schedule', which pro forma documentation is obtainable from the Employers Agent. Pursuant to Sub-Clause (1), these, duly signed by all concerned, together with the Contractor's statement and a VAT invoice in original format are to be submitted to the Employers Agent. Issue by the Employers Agent to the Employer and Contractor of any signed payment certificate is conditional to this information being fully endorsed, accurately and timeously submitted to the Employers Agent".

Add to the end of Clause 6.10.1.5 the following paragraph:

"All documentary evidence of such materials shall be unambiguous with respect to ownership having fully passed to the Contractor on or before the date of submittal of the Contractor's monthly statement.

Should the Contractor fail to supply unambiguous documentary evidence, he shall, prior to submittal of his monthly statement, deliver to the Employer a Guarantor Guarantee in the form contained in the Appendices to the Contract Data."

2.1.10 Variations Exceeding 15 Per Cent (CL 6.11)

In sub-clause 6.11.1.3 omit the words "15 per cent" and replace with "'20 per cent".

2.1.11 Insurances (CL 8.6)

2.1.11.1 Contractor to produce proof of payment

Delete sub-clause 8.6.6 and substitute with:

"The Contractor shall before commencement of the Works produce to the Employers Agent:

8.6.6.1 The policies by which the insurances are effected,

8.6.6.2 Proof that due payment of all premiums there under, covering the full required period has been made, and

8.6.6.3 Proof of continuity of the policies for the required period.

Should, during the currency of the Contract, the required period of insurance be extended for any reason, the Contractor shall timeously extend (so as to maintain) the said insurances for the full extended duration.

The Employers Agent shall be empowered to withhold all payment certificates until the Contractor has complied with his obligations in terms of this Clause 8.6."

2.1.11.2 Remedy of Contractor's failure to insure

Delete sub-clause 8.6.7 and substitute with:

"Failure on the part of the Contractor to effect and keep in force any of the insurances referred to in Clause 8.6.1 and its sub-clauses, is a fundamental breach of Contract, entitling the Employer to cancel the Contract by due notice in terms of Clause 9.2 and with specific reference to sub-clause 9.2.2.5, as amended, in the Special Conditions of Contract."

2.1.12 Termination of the Contract (CL 9.1)

Alter the numbering of:

Clause 9.1.5 to 9.1.6,
Clause 9.1.6 to 9.1.7 and

insert the following new clause 9.1.5:

"The Employer shall be entitled to cancel the Contract, at any time for the Employer's convenience, by giving written notice of such cancellation to the Contractor. The termination shall take effect 28 days after the later of the dates which the Contractor receives this written notice or the Employer returns the Demand Guarantee. The Employer shall not cancel the Contract under this sub-clause in order to execute the Works himself or to arrange for the Works to be executed by another contractor.

This restriction on the Employer shall lapse 18 months after the date of receipt by the Contractor of cancellation in terms of this sub-clause".

2.1.13 Termination by Employer (CL 9.2)

Delete the contents of Clause 9.2 and substitute with:

"9.2.1 The Employer may terminate the Contract by written notice to the Contractor if:

9.2.1.1 Sequestration of the Contractor's estate is ordered by a Court with due jurisdiction, or

9.2.1.2 The Contractor publishes a notice of surrender or presents a petition for the surrender of his estate as insolvent, or makes a compromise with his creditors, or assigns in favour of his creditors, or agrees to carry out the Contract under the supervision of a committee representing his creditors, or (being a company) goes into liquidation, whether provisionally or finally (other than a voluntary liquidation for the purpose of amalgamation or reconstruction), or if the Contractor assigns the Contract without having first obtained the Employer's consent in writing, or if execution is levied on his goods, or

9.2.1.3 The Contractor, or anyone on his behalf, or in his employ, offers to any person in the employ of the Employer or the Employers Agent, a gratuity or reward or commission, or

9.2.1.4 The Contractor furnished materially inaccurate information in his Bid, which had a bearing on the award of the Contract, or

9.2.1.5 The Contractor has abandoned the Contract

9.2.2 If the Contractor:

9.2.2.1 Has failed to commence the Works in terms of Clause 5.3 hereof, or has suspended the progress of the Works for fourteen (14) days after receiving from the Employers Agent written notice to proceed, or

9.2.2.2 Has failed to provide the Guarantee in terms of Clause 6.2 within the time stipulated in the Contract Data, or

- 9.2.2.3 Has failed to proceed with the Works with due diligence, or
- 9.2.2.4 Has failed to remove materials from the Site or to pull down and replace work within fourteen (14) days after receiving from the Employers Agent written notice that the said materials or work have been condemned and rejected by the Employers Agent in terms of these conditions, or
- 9.2.2.5 Is not executing the Works in accordance with the Contract, or is neglecting to carry out his obligations under the Contract, or
- 9.2.2.6 Has, to the detriment of good workmanship or in defiance of the Employers Agent's instructions to the contrary, sublet any part of the Contract, or
- 9.2.2.7 Has assigned the Contract or any part thereof without the Employer's consent in writing, then the Employer may give the Contractor 14 days' notice to rectify the default, and if the Contractor fails to rectify the default in said 14 days, then, without further notice, notify the Contractor in writing of the termination of the Contract and expel the Contractor and order the Contractor to vacate the site within 24 hours of issue of the Notice of Termination and to hand the Site over to the Employer, and the Employer may then enter upon the Site and the Works without affecting the rights and powers conferred on the Employer or the Employers Agent by the Contract and the Employer may himself complete the Works or may employ another contractor to complete the Works, and the Employer or such other contractor may use for such completion so much of the Construction Equipment, Temporary Works and materials brought onto the Site by the Contractor as the Employer may think proper, and the Employer may at any time sell any of the said Construction Equipment, Temporary Works and unused materials and apply the proceeds of sale towards payment of any sums that may be due or become due to the Employer by the Contractor under the Contract. In such circumstances the Contractor shall forthwith vacate the Site and shall not be entitled to remain on the Site on the grounds that he is entitled to do so on a right of retention until amounts due to him have been paid, neither will the Contractor be entitled to any further payments in terms of this Contract.
- 9.2.3 If the Contractor, having been given notice to rectify a default in terms of 55.2 above, rectifies said default, but later repeats the same or substantially the same default, then the Employer may notify the Contractor of the immediate termination of the Contract, and proceed as stated in the paragraph following the word "writing" in Clause 55.2.7 above.
- 9.2.4 Should the amounts the Employer must pay to complete the Works exceed the sum that would have been payable to the Contractor on due completion by him, then the Contractor shall upon demand pay to the Employer the difference, and it shall be deemed a debt due by the Contractor to the Employer and shall be recoverable accordingly. Provided that should the Contractor on demand not pay the amount of such excess to the Employer, such sum may be determined and deducted by the Employer from any sum due to or that may become due to the Contractor under this or any previous or subsequent contract between the Contractor and the Employer."

2.1.14 Termination by the Contractor (CL 9.3)

Add the following paragraph as Clause 9.3.5:

"In addition to, or as an alternative to the rights to termination contained in this Clause 9.3, the Contractor may notify the default to the Employer, with a copy to the Employers Agent, and if the default is not rectified within 10 days the Contractor may suspend progress of the works until a date 7 days after the default is rectified. The Contractor shall be entitled to extension of time to the extent of delay caused by or resulting from such suspension, and to payment of additional costs caused by or resulting from the suspension. Such extension of time and additional costs shall be promptly ascertained by the Employers Agent, who shall then grant the extension of time and include the additional costs in all future payment certificates. Such suspension, extension of time and/or payment of additional costs, shall not prejudice the Contractor's rights to cancel the contract."

3. PRIORITY OF DOCUMENTS

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purpose of interpretation, the priority of the documents shall be in accordance with the following sequence:

- a) the Form of Offer and Acceptance.
- b) amplifications of the General Conditions of Contract within the Contract Data.
- c) additional special conditions or amendments to the General Conditions of Contract within the Contract Data.
- d) the General Conditions of Contract.
- e) the Specifications, Drawings, Schedules and other documents forming part of the Contract (in that order) contained in the Scope of Work and the Site Information.

If any ambiguity or discrepancy is found in the documents, the Employers Agent shall issue any necessary clarification or instruction.

4. TRANSFER OF RIGHTS**TRANSFER OF RIGHTS AND INDEMNITY (To be completed during construction by successful Bidder only)**

Claim for materials on site, Payment Certificate No. Date:

Contract No: for (contract title)

I, the undersigned (name of signatory) in my capacity, as

..... of (name of Contractor)

duly authorized hereto on behalf of the Contractor hereby transfer, cede and assign all the Contractor's rights, title and interest in and to the materials and goods, for which evidence of bona fide ownership is attached hereto, unto and in favor of (name of Employer) insofar as the Contractor retains actual control of the materials and goods, the right of ownership thereof passes to the Employer by *constitutum possessorium*.

I herewith indemnify the Employer against any claim to and in respect of said materials by reason of the Contractor's sequestration or liquidation or of any defect in the Contractor's title to the materials and agree that no payment for materials on site will be made by the Employer until such time as I have submitted documentary proof of bona fide ownership of the said materials and goods.

This transfer shall become effective upon conclusion of the Contractor receiving payment from the Employer or from any other person on behalf of the Employer for the materials and goods as Materials on Site, payment of retention money thereon excluded.

I further confirm that I am fully responsible for all materials and goods listed under this Transfer of Rights and that they have been insured adequately against all risks and will remain insured until they are built into or used in the permanent works and taken over by the Employer.

This certificate of Transfer of Rights applies only to the materials and goods as listed in the following table:

Description of Item	Unit	Quantity	Rate	Amount	Supplier
Total Value of Materials and goods					

Signed by: **Date:**
for and on behalf of the Contractor.

Witnessed by: **Date:**

NOTE: This form, together with the documentary proof of ownership or proof of payment by the Contractor to the supplier, shall accompany the Contractor's claim for payment for materials on site in terms of **Clause 6.10.1.5 of the General Conditions of Contract 2015**.

C1.2.2 PART A: CONTRACT DATA PROVIDED BY THE EMPLOYER

The following contract specific data are applicable to this contract.

REFERENCE CONTRACT SPECIFIC DATA BY THE EMPLOYER

Clause 1.1.13: The defects liability period is 12 months measured from the date of the completion certificate.

Clause 1.1.14: Time to achieve practical completion is **3 months**

Clause 1.1.15: **Name of Employer: Makhado Municipality represented by Head of Department: Department of Technical Services**

Clause 1.2.1: **Address of Employer:**

The Employer's address for receipt of communications is
Postal: Private Bag x2596, Makhado, 0920

Clause 1.1.16: **Name of Employers Agent**
'Employers Agent' means any Director, Associate or Professional Employers Agent appointed by a Director of Dane Projects to fulfil the functions of the Employers Agent in terms of the Contract Data.

Clause 1.2.1: **Address of Employers Agent:**

Physical:

Postal:

The Employers Agent's address for receipt of communications is:

32 King Edward Drive
Tzaneen
0850

P.O. Box 578
Tzaneen
0850

E-Mail: adminb@bcegroup.co.za

Telephone No: (015) 307 4389

Fax No: (015) 307 4390

Clause 3.2: The Employers Agent is required to obtain the specific approval of the Employer for the following:

- a) Nominating the Employers Agent's Representative in terms of CI 3.3.1.
- b) Delegation of Employers Agent's authority in terms of CI 3.2.4.
- c) The issuing of instructions for dealing with fossils and the like in terms of CI 4.7.1
- d) The issuing of an instruction to accelerate progress in terms of CI 5.7.3.
- e) Granting permission to work during non-working times in terms of CI 5.8.1.
- f) The issuing of further drawings or instructions in terms of CI 5.9.1.
- g) Suspend the progress of the works in terms of CI 5.11.1.
- h) The reduction of a penalty for delay in terms of CI 5.13.2.
- i) The issuing of a variation order in terms of CI 6.3.2.
- j) Issuing of instructions to carry out work on a day work basis in terms of CI 6.4.1.4.
- k) The determination of additional or reduced costs arising from changes in legislation in terms of CI 6.8.4.
- l) The agreeing of the adjustment of the sums for general items in terms of CI 6.11.
- m) Authorizing the Contractor to repair and make good excepted risks in terms of CI 8.2.2.
- n) The giving of a ruling on a contractor's claim in terms of CI 10.1.5.
- o) The agreeing of an extension to the 28 period in terms of CI 10.1.5.1.

p) The inclusion of credits in the next payment certificate in terms of Cl 10.1.5.2.

Clause 6.2: The Guarantee shall be delivered within 14 days after receipt of the acceptance document from the Employer.

Clause 6.2: The Liability of the Guarantee shall be for 10% of the Accepted Bid Sum.

Clause 5.3: The contractor shall commence executing the work within 14 days of the commencement date.

Clause 5.6.1 & 5.6.2: The Contractor shall deliver to the Employers Agent, within 14 days calculated from the Commencement Date, a realistic programme in terms of Clause 5.6.1 and supporting documents in terms of Clause 5.6.2.

Clause 8.6.1.1.3: The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is NIL

Clause 8.6.1.2: Special risk insurance issued by SASRIA is required.

Clause 8.6.1.3: The limit of indemnity for liability insurance required should not be less than the contract amount.

Clause 5.13.1: The penalty for failing to complete the works is **R 5 000** sum per calendar day

Clause 6.8.2: The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values:

Contract Price Adjustment Factor = $(1 - x) \left[\frac{aL_t}{L_o} + \frac{bP_t}{P_o} + \frac{cM_t}{M_o} + \frac{dF_t}{F_o} - 1 \right]$ rounded off to the fourth decimal place.

Coefficients for calculating Contract Price Adjustment Factor shall be:
Value of x is 0.10

a = 0.15 b = 0.20 c = 0.55 d = 0.10

L is the "Labour Index", P is the "Plant Index" M is the "Material Index" and F is the "Fuel Index" is and shall be the "Consumer Price Index – for Polokwane Area" as published by SAFCEC

The base month is: "the month prior to the closing of the Bid"

No Contract Price Adjustment will be done if contract period is less than 6 months.

Clause 6.8.3: Price adjustments for variations in the costs of special materials will not be allowed

Clause 6.10.1.5: The percentage advance on materials not yet built into the Permanent Works is: 80%

Clause 6.10.3: The percentage retention on the amounts due to the Contractor is 10 %, excluding contract price adjustment, contingencies and VAT, and limited to 5% of the contract amount, excluding contract price adjustment, contingencies and VAT.

Clause 6.10.5: A Retention money guarantee will be not permitted.

Clause 7.8.1: The Defects Liability Period is 12 months measured from the date of the Certificate of Completion.

Clause 10.7.1 Dispute resolution shall be by Adjudication.

SPECIAL

i) The minimum local labour target is **10%** of the tender sum

Clause 10.7.1: Dispute Resolution shall be by Adjudication.

Payment for labour-intensive component of the works

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

Linkage of payment for labour-intensive component of works to submission of project data

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.

Applicable Labour Laws

The current Ministerial Determination (also downloadable at www.epwp.gov.za), Expanded Public Works Programmes, issued in terms of the Basic Condition of Employment Act of 1997 by the Minister of Labour in Government Notice, shall apply to works described in the scope of work as being labour-intensive and which are undertaken by unskilled workers.

C1.2.2: PART B: CONTRACT DATA PROVIDED BY THE CONTRACTOR

The following contract specific data are applicable to this contract:

REFERENCE**CONTRACT SPECIFIC DATA BY THE CONTRACTOR**

Clause 1.1.9: **Name of Contractor:**

Clause 1.2.1: **Address of the Contractor:**

The Contractor's address for receipt of communication is:

Physical:

Postal:

.....

E-Mail:

Telephone No: Fax No:

Clause 5.5 The works shall be completed within Eight (8) months (including special non-working days and the year-end break).

Clause 6.8.3: The variation in cost of all special materials is to be provided in the table SM 1 for special materials.
 The rates and prices for the special materials shall be furnished by the Bidder, which rates and prices shall not include VAT but shall include all other obligatory taxes and levies. The quoted price is the ruling price on the Month prior to close of bid.

TABLE: SM1

Special Materials*	Unit	Rate or Price for the base month
Bitumen (specify type)		
.....
.....
.....
.....
.....

*Contractor to indicate the type, unit and rate of special material to be listed. The Contractor shall substantiate the above rates or prices with acceptable documentary evidence. Contractor to provide any other Special Materials if deemed necessary.

N.B. Diesel, reinforcing steel, and cement will not be accepted as special material.

C1.3 Form of Guarantee - Pro Forma

The Municipal Manager
Makhado Municipality
Private Bag 2596, Makhado
0920

BID NO.: 91 of 2023

FOR

WATERVAL SPORTS FACILITY

GUARANTOR DETAILS AND DEFINITIONS

“Guarantor” means:.....

Physical address:.....

“Employer” means: **MAKHADO MUNICIPALITY**

“Contractor” means:.....

“Engineer” means: **BOTSHABELO CONSULTING ENGINEERS (PTY) LTD**

“Works” means:

“Site” means: **WATERVAL SPORTS FACILITY**

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

“Contract Sum” means: The accepted amount inclusive of tax of R.....

Amount in words:.....

“Guaranteed Sum” means: The maximum aggregate amount of R.....

Amount in words:.....

“Expiry Date” means:.....

CONTRACT DETAILS

Engineer issues: Interim Payment Certificates, Final Payment Certificate and the Certificate Completion of the Works as defined in the Contract.

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the mount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be constructed as any intention whatsoever to create an accessory obligation or and intention whatsoever to create a suretyship;
 - 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - a. A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - b. A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
 - c. A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
- 5.1 Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 5.2 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
 - 5.3 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
 - 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
- 6 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
- 7 Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 8 Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 9 Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
- 10 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 11 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.

- 12 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 13 The Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 14 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No.32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at.....

Date.....

Guarantor's signatory (1).....

Capacity

Guarantor's signatory (2).....

Capacity

Witness signatory (1).....

Witness signatory (2).....

C1.4: Agreement with Adjudicator

This agreement is made on the day of 20..... between: the Employer
(name of company / organisation).....
of (address).....

..... and the Contractor
(name of company / organisation)
of (address).....

..... (hereinafter called **the Parties**)

and

(name).....
of (address)

..... (hereinafter called **the Adjudicator**)

Disputes or differences may arise/have arisen* between the Parties under a Contract dated.....
and known as Contract No.....
(Contract title).....

and these disputes or differences shall be/have been* referred to adjudication in accordance with the CIDB Adjudication Procedure, (hereinafter called "**the Procedure**") and the Adjudicator may be or has been requested to act.

(* Delete as necessary)

IT IS NOW AGREED as follows:

1. The rights and obligations of the Adjudicator and the Parties shall be as set out in the Procedure.
2. The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the Procedure.
3. The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses in accordance with the Procedure as set out in the Contract Data.
4. The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavor to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
5. The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

SIGNED by:

(Signature): (Signature): (Signature):

Name: Name: Name:

who warrants that he/ she is
duly authorised to sign for and
on behalf of the **First Party** in
the presence of

who warrants that he/ she is
duly authorised to sign for
and on behalf of the **Second
Party** in the presence of

the **Adjudicator** in the
presence of

Witness:

Witness:

Witness:

(Signature).....	(Signature).....	(Signature).....
Name:	Name:	Name:.....
Address:	Address:	Address:
.....
.....
Date:	Date:	Date:

C1.5: 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 is made at on this the day of in the year between The **MAKHADO 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:

(hereinafter called the CONTRACTOR) of the other part, herein represented by

.....
in his capacity as: and duly authorised to sign on behalf of the Contractor.

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 Contractor have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Contractor with the provisions of the Mine Health and Safety Act (Act 29 of 1996); as amended by the Mine Health and Safety Amendment Act (Act No. 27 of 1997).

NOW THEREFORE the parties agree 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):

WATERVAL SPORTS FACILITY

Situating in MAKHADO MUNICIPALITY

C2.1: PRICING INSTRUCTIONS

1. GENERAL

The pricing instructions describe the criteria and assumptions which will be assumed in the Contract that the Bidder has taken into account when developing his prices. The Bills of Quantities record the Contractor's rates for providing supplies, services, engineering and construction works in accordance with the Scope of Work.

The terms of payment and the provisions for price adjustment, if applicable, are established in the Contract Data. These items are not described in the Pricing Data.

The Bidder's obligations in pricing the Bid offer and the Employer's undertakings in the checking and correction of arithmetical errors are dealt with in the Standard Conditions of Bid contained in Annexure c of SANS 10845-3:2015, as amended in and read in conjunction with the Bid Data.

2. DOCUMENTS MUTUALLY EXPLANATORY

The documents forming the Contract are to be taken as mutually explanatory of one another. The Bill of Quantities forms an integral part of the Contract Documents and shall be read in conjunction with the Bid Data, Contract Data, Scope of Work, Site Information General and Special Conditions of Contract, the Specifications and the Drawings.

3. DEFINITIONS

For the purpose of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

Unit	:	The unit of measurement for each item of work as defined in the COLTO Standard Specification for Road and Bridge Works for State Authorities (1998 edition).
Quantity	:	The number of units of work for each item
Rate	:	The payment per unit of measurement at which the Bidder Bids to do the work.
Amount	:	The product of the quantity and the rate Bided for an item
Sum	:	An amount Bided for an item, the extent of which is described in the Schedule of Quantities, the specifications or elsewhere but the quantity of work of which is not measured in any units.
Prime Cost (or PC item)	:	A sum fixed by the Engineer and entered in the Schedule of Quantities as the net sum provided to cover the cost of specific goods or materials to be supplied under the contract, or the net sum to be paid by the Contractor to merchants or others for such articles or materials. ¹
Provisional Sum	:	A sum of money fixed by the Engineer and entered in the Schedule of Quantities to provide for work not defined at the Bid stage and includes any allowance specifically made for unforeseen contingencies. ¹
Extra Over (or EO)	:	Qualifies an operation (or combination of operations) which is common in a varying degree to a number of other operations and which is scheduled once as "extra over" those other operations in order to avoid a multiplicity of items each reflecting the degree to which the common operations apply. The term "extra over" invariably denoted double measurement, no deduction being made from one on account of the other. ¹

4. **DESCRIPTIONS**

Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the Standardised Specifications. Clause 8 of each Standardised Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardised Specification, or the Scope of Work, conflict with the terms of the Bill, the requirements of the Standardised Specification or Scope of Work, as applicable, shall prevail.

5. **REFERENCES**

The general conditions of contract, the special conditions of contract (if any), the specifications (including the project specification) and the drawings are to be read in conjunction with the schedule of quantities.

Descriptions in the schedule of quantities are abbreviated and the schedule has been drawn up generally in accordance with the COLTO Standard Specification for Road and Bridge Works for State Authorities (1998 edition) as amended in the Scope of Works. Should any requirement of the measurement and payment clause of the applicable standardised specification², or the project specification², or the particular specification(s)² conflict with the terms of the schedule or, when relevant, COLTO¹, the requirement of the standardised, project or particular specification, as applicable, shall prevail.

Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made for waste.

The prices and rates to be inserted in the schedule of quantities are to be the full inclusive prices to the Employer for the work described under the several items, value added tax excluded. Such prices shall cover all costs and expenses that may be required in and for the construction of the work described, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the quotation is based.

A price or rate is to be entered against each item in the schedule of quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the schedule.

6. **UNITS OF MEASUREMENT**

The units of measurement indicated in the Bill of Quantities are metric units.

The following abbreviations are used in the Bill of Quantities:

%	=	per cent
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kilolitre
km	=	kilometre
km-pass	=	kilometre-pass
kW	=	kilowatt
l	=	litre
m	=	metre
mm	=	millimetre
MN	=	mega newton

MN-m	=	mega newton-metre
MPa	=	mega Pascal
kPa	=	kilopascal
m ²	=	square metre
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
m ² -pass	=	square metre-pass
no	=	number
PC sum	=	Prime Cost sum
Prov Sum	=	Provisional Sum
sum	=	lump sum
t	=	ton (1 000 kg)
R/only	=	Rate only
W/day	=	Work day

7. **NET MEASUREMENTS**

Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for off-cuts and waste.

8. **QUANTITIES**

The quantities set out in these Bills of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.

The Contract Amount to be determined in accordance with the conditions of contract identified in the Contract Data shall be computed from the actual quantities of authorized work done, value at rates determined in terms of the Contract Data, against the respective items in the Bill of Quantities.

The item numbers appearing in the Bills of Quantities refer to the corresponding item numbers in the COLTO Standard Specification for Road and Bridge Works for State Road Authorities (1998 edition).

9. **CURRENCY**

All rates and sums of money quoted in the Bill of Quantities shall be in Rand and whole cents. Fractions of a cent shall be discounted.

10. **VALUE ADDED TAX**

Value Added Tax shall be excluded from the rates and sums contracted for the various items of work included in the Bill of Quantities. VAT will be added as a single entry to the summary.

11. **RATES AND PRICES**

11.1 **General**

- a) The Contractor must price each item in the Bill of Quantities in BLACK INK. Reproduced computer printouts of the Bills of Quantities will not be acceptable.
- b) The rates and prices to be inserted in the Bill of Quantities shall cover all the services and incidentals for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the

cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Bid is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.

- c) Where the Contractor is required to furnish detailed drawings and designs or other information in terms of the Contract Data, all costs thereof shall be deemed to have been provided for and included in the unit rates and sum amounts contracted for the items scheduled in the Bill of Quantities. Separate additional payments will not be made.
- d) A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill. The Contractor will not be paid for items against which no rate or lump sum has been entered in the Bill of Quantities.
- e) Should the Contractor group a number of items and contract one lump sum for such group of items, this single lump sum shall apply to that group of items and not to each individual item.
- f) Should the Contractor indicate against any item that compensation for such item is included in another item; the rate for the item included in another item shall be deemed nil.
- g) A submission may be regarded as non-responsive if any rates or lump sums in the Bill of Quantities are, in the opinion of the Employer, unreasonable or out of proportion.

11.2 "Rate only" items

The Contractor shall fill in a rate (in the rate column) against all items where the words "rate only" appear in the Amount column, which rate will constitute payment for work which may be done in terms of this item. Such "rate-only" items are used where it is estimated that little or no work will be required under the item or where the item is to be considered as an alternative to another item for which a quantity is given.

11.3 Arithmetic

Excepting where Sum Amounts are required or where Provisional Sums have been indicated, the Contractor shall enter an applicable rate in the Rate Column of the Bill of Quantities for each scheduled item. He shall also enter an appropriate sum in the Amount column for each scheduled item, by determining in the applicable line item the product of the Quantity and the Unit Rate.

The offered total price, as contained in the Form of Offer and Acceptance, is binding. Where there is an additional error in the offered total price, such error will be corrected by the Employer by adjusting rates taking into account that the bid price is binding.

12. VARIATION IN TEXT

No alteration, erasure or addition is to be made in the text of the Bill of Quantities. Should any alteration, erasure or addition be made, it will not be recognized; the original wording of the Bill of Quantities will be adhered to.

- 13 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.

- 14 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.
- 15 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.

WATERVAL SPORTS FACILITY

BID No. 91 of 2023

C2.2 Bill of Quantities

1 of 5

Makhado Municipality
Waterval Sports Facility
Tender No: 91 of 2023

Schedule of Quantities
Section :1
General

[illegible]

Schedule of Quantities
Section: 3
Provisional Sums

TOTAL CARRIED TO SUMMARY FOR SECTION 2 (PROVISIONAL SUMS)

Schedule of Quantities
Section: 4
Pavillion Construction

4 of 5

5 of 5

SUMMARY OF SCHEDULE		TENDERED AMOUNT
SECTION 1	GENERAL	
SECTION 2	PROVISIONAL SUMS	
SECTION 3	SOCCER PITCH	
SECTION 4	ATHLETICS TRACKS	
TOTAL OF SCHEDULE		
CONTIGENCIES @ 5%		
SUBTOTAL 1		
VALUE-ADDED TAX (VAT) The tenderer shall add 15% of the subtotal for VAT		
TENDER SUM FOR SCHEDULE		

WATERVAL SPORTS FACILITY

Situated in

MAKHADO MUNICIPALITY

C3: SCOPE OF WORK

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C3.1 STANDARD SPECIFICATIONS

C3.2 PROJECT SPECIFICATIONS

PART A: GENERAL

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PS-3	Details of the Works
PS-4	Construction Management Requirements
PS-5	Expanded Public Works Programme (EPWP) labour intensive specification

PART B: AMENDMENTS TO THE STANDARD SPECIFICATIONS

B1	Project Specifications Relating to the Standard Specifications and Other Additional Specifications
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PSA	General
PSAB	Engineer's Office
PSMH	Asphalt Base Surfacing
COLTO 5800	Landscaping and Planting Plants

Particular Specifications

The following Particular Specifications are applicable to this Contract and are contained in the "Annexure to the Scope of Works".

PD	Environmental Protection and Control Specifications
PF	Occupational Health and Safety
PJ	Submersible Pumping Equipment
PR	Testing and Commissioning of Mechanical Equipment
PV	Synthetic Multipurpose Sports Field

WATERVAL SPORTS FACILITY

Situated in

MAKHADO MUNICIPALITY

C3.1 STANDARD SPECIFICATIONS

The standard specifications on which this contract is based are the **SANS specifications from Standards South Africa (a division of SABS) and COLTO Standard Specifications for Road and Bridge Works for State Road Authorities 1998 edition.**

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

SANS 10396: 2003:	Implementing Preferential Construction Procurement Policies using Targeted Procurement Procedures
SANS 1914-1 to 6 (2002):	Targeted Construction Procurement
SANS 1921 – 1 (2004):	Construction and Management Requirements for Works Contracts Part 1: General Engineering and Construction Works
SANS 1921-5 (2004):	Generic Labour Intensive Specification Part 5: Earthworks.

and where accommodation of traffic is involved:

SANS 1921-2 (2004):	Construction and Management Requirements for Works Contracts Part 2: Accommodation of Traffic on Public Roads Occupied by the Contractor.
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WATERVAL SPORTS FACILITY

Situating in MAKHADO MUNICIPALITY of the Limpopo Province

C3.2: PROJECT SPECIFICATIONS

STATUS

The Project Specification, consisting of two parts, forms an integral part of the contract and supplements the Standard Specifications.

Part A contains a general description of the works, the site and the requirements to be met.

Part B contains variations, amendments and additions to the Standardized Specifications and, if applicable, the Particular Specifications.

In the event of any discrepancy between a part or parts of the Standardized or Particular Specifications and the Project Specification, the Project Specification shall take precedence. In the event of a discrepancy between the Specifications, (including the Project Specifications) and the drawings and / or the Bill of Quantities, the discrepancy shall be resolved by the Engineer before the execution of the work under the relevant item.

The standard specifications which form part of this contract have been written to cover all phases of work normally required for road contracts, and they may therefore cover items not applicable to this particular contract.

PART A: GENERAL

PS-1 PROJECT DESCRIPTION

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

▪ **Labour-intensive works**

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

▪ **Labour-intensive competencies of supervisory and management staff**

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

The Makhado Municipality envisages the Upgrading from gravel to concrete block paved 6.1km length of road under the project.

PS-2 DESCRIPTION OF THE SITE AND ACCESS

2.1 Location of site

The site is located in Waterval. The locality plan is as attached under clause C4.1-LOCALITY PLAN and also annexed in the tender drawings booklet.

South	East
23° 09' 32"	30° 04' 09"

PS-3 DETAILS OF THE WORKS

A brief detail of the works for which this specification is applicable is as follows:

- Construction of Athletics tracks including line marking
- Grassing on the soccer pitch
- Testing and equipping of borehole

3.2 Nature of ground conditions and subsoil conditions

The geotechnical investigation will be made available on request.

3.6 Climatic conditions

The rainfall data for the area is as adopted from the Makhado weather station as tabulated under clause 2.1.6 of Part C1 of this volume.

3.7 Labour recruitment conditions

A Project Steering Committee (PSC) will be established and is a vital means of communication between all parties involved with the project. The composition of the PSC comprises representation by the Employer, the Engineer and formal structures within the community.

The contractor shall make use of these communication channels, and shall appoint from amongst his site personnel a responsible person to participate in the affairs of the PSC, and this representative may be also required to attend the monthly PSC meetings.

It is mandatory that the Contractor shall interact with the community via proactive project liaison and project participation by its leaders and constituted organizations and forums, as well as through the employment of its people, and these activities shall constitute essential facets of the project.

Local labor is to be used and the employment of such labor is to be done in conjunction with the PSC. The PSC shall appoint a Community liaison officer (C.L.O.) (which shall be remunerated under the contract) who shall be in full time employ of the contract. The duties of the C.L.O. shall consist inter alia of the following:

- To be available on site daily between the hour of 07:00 and 17:00 and at other times as the need arises. His normal working day will extend from 07:00 in the morning until 17:00 in the afternoon.
- To communicate daily with regard to number and skills, to facilitate in labour disputes and to assist in their resolution.
- To attend all meetings in which the community and/or labour are present or are required to be represented.
- To attend all PSC meeting to report on labour.
- To assist in the identification and screening of laborers from the community in accordance with the contractor's requirements.
- To advise and inform temporary laborers of their conditions of employment and to inform temporary laborers as early as possible when their period of employment will be terminated.
- To attend disciplinary proceedings to ensure that hearings are fair and reasonable.
- To keep a daily written record of his interviews and community liaison, labour force etc.
- To attend monthly site meetings and report in writing on labour and contract matters.
- Keeping a data base of available labour.
- All such other duties as agreed upon between all parties concerned.
- Compile a list of available skills in the area (skills audit).
- Remuneration of CLO will be at a rate of R 6000.00 per month
- Stipends for PSC will be at R250.00 per sitting per member for six members sitting twice a month.

4.11 Construction in confined Areas

It may be necessary for the Contractor to work within confined areas. Except where provided for in the specifications, no additional payment shall be made for work done in restricted areas. In certain places the width of the fill material and pavement layers may decrease to zero and the working space may be confined. The method of construction in these confined areas largely depends on the Contractor's constructional plant.

However, the Contractor shall note that, unless provided for in terms of the scheduled payment items in the COLTO Standard Specifications or these project specifications, measurement and payment shall be in accordance with the specified cross sections and dimensions only, irrespective of the method used for achieving these cross sections and dimensions, and that the Bided rates and amounts shall include full compensation for all special equipment and construction methods and for all difficulties encountered when working in confined areas and narrow widths, and at or around obstructions, and that no extra payment shall be made nor shall any claim for additional payment be considered in such cases.

PS-4 CONSTRUCTION AND MANAGEMENT REQUIREMENTS

4.1 General

The Contractor is referred to **SANS 1921: 2004 parts 1, 2 and 3: Construction and Management Requirements for Works Contracts**. These specifications shall be applicable to the contract under consideration and the Contractor shall comply with all requirements relevant to the project.

Certain aspects however require further attention as described hereafter.

4.2 Drawings (Read with SANS 1921 – 1: 2004 clauses 4.1.7; 4.1.11 and 4.1.12)

The reduced drawings which form part of the Bid documents shall be used for Bidding purposes only and is attached at the back of this document under section C4.3.

The contractor shall be supplied with three complete paper copies of the construction drawings free of charge. The Contractor shall at his own expense re-produce further paper prints required for the construction of the work.

At the completion of the Contract, the Contractor shall return to the Engineer all drawings, provided or made, during the contract period.

Any information which the Contractor has control over and which is required by the Resident Engineer to complete the as-built drawings shall be made available to the Resident Engineer before the Certificate of Completion is issued.

Only written dimensions may be used. Dimensions are not to be scaled from drawings unless ordered by the Engineer. The Engineer will supply all figures / dimensions which are not shown on the drawings. The levels or dimensions given on the drawings are subject to confirmation on site. The Contractor shall submit all levels and dimensions to the Engineer for confirmation before he commences with any structural construction work. The Contractor shall also check all clearances which are given on the drawings and inform the Engineer of any conflicting dimensions.

Any destination names on road signs which may be indicated on the drawings are subject to confirmation by the Engineer before these signs are manufactured.

4.3 Responsibilities for design and construction (Read with SANS 1921 – 1:2004 Clause 4.2)

4.3.1 The responsibility strategy followed in this contract shall be A.

4.3.2 The structural engineer responsible for the design in accordance with the specification is: Botshabelo Consulting Engineers.

4.4 Planning, Programme and Method Statements (Read with SANS1921-1:2004 clause 4.3) Contract price adjustment will not be applicable

4.4.1 Preliminary programme

The Contractor shall include with his Bid a preliminary programme on the prescribed form to be completed by all Bidders. The programme shall be in the form of a simplified bar chart with sufficient details to show clearly how the works will be performed within the time for completion as stated in the Contract Data.

Bidders may submit Bids for an alternative Time for Completion in addition to a Bid based on the specified Time for Completion. Each such alternative Bid shall include a preliminary programme similar to the programme above for the execution of the works, and shall motivate his proposal clearly by stating all the financial implications of the alternative completion time.

The Contractor shall be deemed to have allowed fully in his Bided rates and prices as well as in his programme for all possible delays due to normal adverse weather conditions and special non-working days as specified in the Special Conditions of Contract, in the Project Specifications and in the Contract Data.

The following constraints shall be taken into account in preparing the preliminary construction programme which must be submitted with the Bid. These same constraints shall apply to the final construction programme.

- a) The Contract will be as Bided by the contractor. Plant and personnel requirements to complete the project must be incorporated in the Bid and shown on the programme.
- b) A high standard of traffic accommodation
- c) The relocation of services
- d) Ancillary works by Emerging Contractors

4.4.2 Programme in terms of Clause 5.6 of the General Conditions of Contract

It is essential that the construction programme, which shall conform in all respects to Clause 5.6 of the General Conditions of Contract, be furnished within the time stated in the Contract Data. The preliminary programme to be submitted with the bid shall be used as basis for this programme..

The following must be stated on the programme:

- (a) 2 weeks must be allocated at the start of the project for the setting out and confirmation of survey benchmarks. No work will be allowed prior to the survey confirmation process being completed.
- (b) The quantity of work applicable to each bar item as well as the rate at which the work will be completed.
- (c) A budget of the value of completed work, month by month, for the full contract period.
- (d) The critical path.
- (e) Work to be undertaken by Local Contractor (if applicable)
- (f) Training Courses
- (g) Schedule of plant and resources to be utilized

The Contractor's attention is also drawn to Clause 5.7 of the General Conditions of Contract 2015.

4.4.3 Time for Completion

The Time for Completion for the Works shall be **3 months**

4.4.4 Delay in Completion

The Contractor shall organise the Works in such a manner that no delays occur. Delays due to faulty organisation or lack or shortage of materials or labour or co-operation with other parties or to any other cause within the control of the Contractor will not be counted and full power is reserved by the Engineer to order the Contractor to expedite the work should the work, in the opinion of the Engineer, not progress in a satisfactory way.

4.5 Quality Assurance (QA) *(Read with SANS 1921 – 1: 2004 clause 4.4)*

The Contractor will be solely responsible for the production of work that complies with the Specifications to the satisfaction of the Engineer. To this end it will be the full responsibility of the Contractor to institute an appropriate Quality Assurance (QA) system on site. The Engineer will audit the Contractor's quality assurance (QA) system on a regular basis to verify that adequate independent checks and tests are being carried out and to ensure that the Contractor's own control is sufficient to identify any possible quality problems which could cause a delay or failure.

The Contractor shall ensure that efficient supervisory staff, the required transport, instruments, equipment and tools are available to control the quality of his own workmanship in accordance with his QA-system. His attention is drawn to the fact that it is not the duty of the Engineer or the Engineer's representative to act as foreman or surveyor.

4.6 Management and disposal of water *(Read with SANS 1921 – 1 : 2004 clause 4.6)*

The Contractor shall pay special attention to the management and disposal of water and storm water on the site. It is essential that all completed works or parts thereof are kept dry and properly drained. Claims for delay and for repair of damage caused to the works as a result of the Contractor's failure to properly manage rain and surface water, will not be considered.

4.7 Earthworks *(Read with SANS 1921 – 1: 2004 clause 4.10)***4.7.1 Borrow pits and spoil areas**

The borrow pits to be used for this contract shall be pointed out at the Site Inspection. The Contractor shall be permitted to use only those borrow pits approved by the Engineer.

The spoil sites shall be determined on site in conjunction with the Engineer, the PSC, and the local communities. The Contractor shall be permitted to use only those spoil areas approved by the Engineer.

Should the Contractor wish to use any other spoil area for the disposal of soil, rubble, vegetation, etc, its use shall be subject to the approval of the Engineer and the landowner.

4.8 Testing *(Read with SANS 1921 – 1 : 2004 clause 4.11)***4.8.1 Process control**

The Contractor shall arrange for his own process control tests. The Contractor may establish his own laboratory on site for this purpose, or he may employ the services of an independent commercial laboratory. Whatever method is used, the Contractor must submit the results of tests carried out on materials and workmanship when submitting work for acceptance by the Engineer. The costs for these tests shall be deemed to be included in the relevant rates and no additional payment will be made for testing as required.

4.8.2 Acceptance control

The process control test results submitted by the Contractor for approval of materials and workmanship may be used by the Engineer for acceptance control. However, before accepting any work, the Engineer shall have his own acceptance control tests carried out by the dedicated site laboratory as approved by the client. The cost of acceptance testing shall be to the account of the client.

4.9 Site Establishment *(Read with SANS 1921 – 1 : 2004 clause 4.14)***4.9.1 Contractor's camp site and depot**

The Contractor is responsible to provide a suitable site for his camp and to provide accommodation for his personnel and laborers. If the Employer can make any specific site available to the Contractor, such site will be pointed out to the Contractor.

The chosen site shall be subject to the approval of the Engineer and the Project Steering Committee

(PSC). Possible locations for a campsite shall be pointed out at the Site inspection. The Contractor shall conform to all local authority, environmental and industrial regulations.

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

The Contractor shall provide security watchmen for the contract as he deems fit at no extra cost for the Employer. The Contractor must ensure that all his employees as well as the employees of his subcontractors are able to identify themselves as members of the construction team.

4.9.2 Accommodation of Employees

No employees except for security guards will be allowed to sleep or be accommodated on the site in urban areas.

No housing is available for the Contractor's employees and the Contractor shall make his own arrangements to house his employees and to transport them to site.

No informal housing or squatting will be allowed.

The Contractor shall provide the necessary ablution facilities at his camp site and the site of the works for the use of his employees. Chemical toilets will only be allowed where temporary facilities have to be provided.

4.10 Survey beacons *(Read with SANS 1921 – 1 : 2004 clause 4.15)*

The Contractor shall take special precautions to protect all permanent survey beacons or pegs such as bench-marks, stand boundary pegs and trigonometrical beacons, regardless whether such beacons or pegs were placed before or during the execution of the Contract. If any such beacons or pegs have been disturbed by the Contractor or his employees, the Contractor shall have them replaced by a registered land surveyor at his own cost.

4.11 Existing Services *(Read with SANS 1921 – 1: 2004 clause 4.17)*

The Contractor shall make himself acquainted with the position of all existing services before any excavation or other work likely to affect the existing services is commenced. It is the contractors responsibility to identified services that will interact with the construction work. The contractor will be responsible to do the application and negotiation on the relocation of the sifting of services.

The Contractor will be held responsible for any damage to known existing services caused by or arising out of his operations and any damage shall be made good at his own expense. Damage to unknown services shall be repaired as soon as possible and liability shall be determined on site when such damage should occur.

Services belonging to the following service owners will be encountered.

SERVICE OWNER	TYPE OF SERVICE
Eskom	Electrical/Power lines
Telkom	Telephone lines
Makhado Municipality	Water and sewer lines and reticulation within the rural area
Department of Water and Sanitation	Bulk water and sewer lines
Tribal Authority	Land owner, graves
Private owners	Property boundaries and perimeter fencing.

Estimate quantities and specifications were included in the bill of quantities for the protection and/or shifting of services (Bill item 12.01-Relocation of existing services).

Two weeks prior to commencing construction activities in a particular area, the Contractor shall also diligently enquire of local landowners as to whether there are any other known services which have not been shown on the drawings but which may be affected by the construction activities in that area, and any such services shall be brought to the attention of the Engineer immediately. The contractor shall make provision in his programme for the location and/or shifting of services.

The Contractor shall take note of the requirements of clause 1202 of the standard specifications with regard to services.

4.12 Health and Safety *(Read with SANS 1921 - 1: 2004 clause 4.18)*

4.12.1 General statement

It is a requirement of this contract that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act (OHSA) No 85 and Amendment Act No 181 of 1993, and the OHSA 1993 Construction Regulations 2014 issued on 7 February 2014 by the Department of Labour.

For the purpose of this contract the Contractor is required to confirm his status as mandatory and employer in his own right for the execution of the contract by entering into an agreement with the Employer in terms of the Occupational Health and Safety Act in the form as included in section C1.5.

4.12.2 Health and Safety Specifications and Plans

(a) Employer's Health and Safety Specification

The Employer's Health and Safety Specification is included in Section C3.3, of the Bid documents as part of the Particular Specifications.

(b) Bidder's Health and Safety Plan

The Bidder shall submit with the bid his own documented Health and Safety Plan he proposes to be implement for the execution of the work under the contract. The Health and Safety Plan must at least cover the following:

- (i) a proper risk assessment of the works, risk items, work methods and procedures in terms of Regulations 9 to 30;
- (ii) pro-active identification of potential hazards and unsafe working conditions;
- (iii) provision of a safe working environment and equipment;
- (iv) statements of methods to ensure the health and safety of subcontractors, employees and visitors to the site, including safety training in hazards and risk areas (*Regulation 7*);
- (v) monitoring health and safety on the site of works on a regular basis, and keeping of records and registers as provided for in the Construction Regulations;
- (vi) details of the Construction Supervisor, the Construction Safety Officers and other competent persons he intends to appoint for the construction works in terms of Regulation 8 and other applicable regulations; and
- (vii) details of methods to ensure that his Health and Safety Plan is carried out effectively in accordance with the Construction Regulations 2014.

The Contractor's Health and Safety Plan will be subject to approval by the Employer, or amendment if necessary, before commencement of construction work. The Contractor will not be allowed to commence work, or his work will be suspended if he had already commenced work, before he has obtained the Employer's written approval of his Health and Safety Plan.

Time lost due to delayed commencement or suspension of the work as a result of the Contractor's failure to obtain approval for his safety plan, shall not be used as a reason to claim for extension of time

or standing time and related costs

4.12.3 Cost of compliance with the OHSA Construction Regulations

The rates and prices Bided by the Contractor shall be deemed to include all costs for conforming to the requirements of the Act, the Construction Regulations and the Employer's Health and Safety Specification as applicable to this contract.

Should the Contractor fail to comply with the provisions of the Construction Regulations, he will be liable for penalties as provided in the Construction Regulations and in the Employer's Health and Safety Specification.

4.13 Requirements for Accommodation of Traffic *(Read with SANS 1921 - 2 : 2004)*

4.13.1 General

The Contractor will be responsible for the safe and easy passage of public traffic past and on sections of roads of which he has occupation or where work has to be done near traffic.

The travelling public shall have the right of way on public roads, and the Contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.

Accommodation of traffic, where applicable shall comply with SANS 1921-2: 2004: Construction and Management Requirements for Works Contracts, Part 2: Accommodation of Traffic on Public Roads occupied by the Contractor. The Contractor shall obtain this specification from Standards South Africa if accommodation of traffic will be involved on any part of the construction works.

4.13.2 Basic Requirements

The travelling public shall have the right of way on public roads, and the Contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.

The Contractor shall ensure that all road signs, barricades, delineators, flagmen and speed controls are effective and that courtesy is extended to the public at all times.

Failure to maintain road signs, warning signs or flicker lights, etc., in a good condition shall constitute ample reason for the Engineer to suspend the work until the road signs, etc., have been repaired to his satisfaction.

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

The Contractor shall construct and maintain all temporary drainage works necessary for temporary deviations.

The Contractor shall provide and grant access to persons whose properties fall within or adjoin the area in which he is working.

4.13.3 Payment

The Contractor's Bided rates for the relevant items in the Bill of Quantities shall include full compensation for all possible additional costs which may arise from this, and no claims for extra payment due to inconvenience as a result of the modus operandi will be considered.

4.14 Management of the environment *(Read with SANS 1921 - 1 : 2004 clause 4.19)*

Respect for the environment is an important aspect of this contract and the Contractor shall pay special attention to the following:

4.14.1 Natural Vegetation

The Contractor shall confine his operation to the limits of the road reserve for the purpose of constructing the works and where applicable detours, shall be sited in consultation with the Engineer and the local communities.

Only those trees and shrubs directly affected by the works and such others as the Engineer may direct in writing shall be cut down and stumped. The natural vegetation, grassing and other plants shall not be disturbed other than in areas where it is essential for the execution of the work or where directed by the Engineer.

4.14.2 Fires

The Contractor shall comply with the statutory and local fire regulations. He shall also take all necessary precautions to prevent any fires. In the event of fire the Contractor shall take active steps to limit and extinguish the fire and shall accept full responsibility for damages and claims resulting from such fires which may have been caused by him or his employees.

4.14.3 Environmental Management Plan

In addition to the above all requirements according to the Environmental Management Plan as detailed in C3.3, Particular Specifications, will be adhered to.

PS-5 Expanded Public Works Programme (EPWP) labour intensive specification**5.1. Labour Regulations****5.1.1 Payment for the labour-intensive component of the works**

Payment for works identified 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.

5.1.2 Applicable labour laws

The Ministerial Determination for Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice N° R949 in Government Gazette 33665 of 22 October 2010, as reproduced below, shall apply to works described in the scope of work as being labour.

5.1.3 Introduction

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

In this document –

- (a) “department” means any department of the State, implementing agent or contractor;
- (b) “employer” means any department, implementing agency or contractor that hires workers to work in elementary occupations on a EPWP;
- (c) “worker” means any person working in an elementary occupation on a EPWP;
- (d) “elementary occupation” means any occupation involving unskilled or semi-skilled work;
- (e) “management” means any person employed by a department or implementing agency to administer or execute an EPWP;
- (f) “task” means a fixed quantity of work;
- (g) “task-based work” means work in which a worker is paid a fixed rate for performing a task;

- (h) "task-rated worker" means a worker paid on the basis of the number of tasks completed;
- (i) "time-rated worker" means a worker paid on the basis of the length of time worked.

5.1.4 Terms of Work

5.1.4.1 Workers on a EPWP are employed on a temporary basis or Contract Basis.

5.1.5 Normal Hours of Work

5.1.5.1 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.

5.1.5.2 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.

5.1.5.3 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.

5.1.6 Meal Breaks

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

5.1.6.2 An employer and worker may agree on longer meal breaks.

5.1.6.3 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.

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

5.1.7 Special Conditions for Security Guards

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

5.1.7.2 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.

5.1.8 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.

5.1.9 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").

5.1.10 Sick Leave

5.1.10.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.

- 5.1.10.2 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.
- 5.1.10.3 A worker may accumulate a maximum of twelve days' sick leave in a year.
- 5.1.10.4 Accumulated sick-leave may not be transferred from one contract to another contract.
- 5.1.10.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- 5.1.10.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
- 5.1.10.7 An employer must pay a worker sick pay on the worker's usual payday.
- 5.1.10.8 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.
- 5.1.10.9 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.
- 5.1.10.10 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.
- 5.1.11 Maternity Leave**
- 5.1.11.1 A worker may take up to four consecutive months' unpaid maternity leave.
- 5.1.11.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.
- 5.1.11.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- 5.1.11.4 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.
- 5.1.11.5 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.
- 5.1.11.6 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.
- 5.1.12 Family responsibility leave**
- 5.1.12.1 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.

5.1.13 Statement of Conditions

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

- (a) the employer's name and address and the name of the EPWP;
- (b) the tasks or job that the worker is to perform; and
- (c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
- (d) the worker's rate of pay and how this is to be calculated;
- (e) the training that the worker will receive during the EPWP.

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

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

5.1.14 Keeping Records

5.1.14.1 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.

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

5.1.15 Payment

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

5.1.15.2 a worker may not be paid less than the minimum Makhado Municipality's wage rate of **R220.00** per day or per task. This will be adjusted annually on the 1st of November in line with inflation (Available CPI as provided by Stats SA six (6) weeks before implementation)

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

5.1.15.4 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.

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

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

5.1.15.7 Payment in cash or by cheque must take place –

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

5.1.15.8 An employer must give a worker the following information in writing –

- (a) the period for which payment is made;
- (b) the numbers of tasks completed or hours worked;
- (c) the worker's earnings;
- (d) any money deducted from the payment;
- (e) the actual amount paid to the worker.

5.1.15.9 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.

5.1.15.10 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

5.1.16 Deductions

- 5.1.16.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- 5.1.16.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- 5.1.16.3 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.
- 5.1.16.4 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.

5.1.17 Health and Safety

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

5.1.18 Compensation for Injuries and Diseases

- 5.1.18.1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a EPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- 5.1.18.2 A worker must report any work-related injury or occupational disease to their employer or manager.
- 5.1.18.3 The employer must report the accident or disease to the Compensation Commissioner.
- 5.1.18.4 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.

5.1.19 Termination

- 5.1.19.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.
- 5.1.19.2 A worker will not receive severance pay on termination.
- 5.1.19.3 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.
- 5.1.19.4 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.
- 5.1.19.5 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.

5.1.20 Certificate of Service

- 5.1.20.1 On termination of employment, a worker is entitled to a certificate stating –
- (a) the worker's full name;

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

5.1.21 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.

5.1.22 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.

5.1.23 Reporting

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

- Signed Muster rolls/pay sheets of temporary workers and permanent staff detailing the number, category, gender, rate of pay and daily attendance.
- Plant utilization returns
- Progress report detailing production output compared to the programme of works intensive and which are undertaken by unskilled or semi-skilled workers.

9.2 Labour intensive competencies of supervisory and management staff

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

The managing principal of the contractor, namely, a sole proprietor, the senior partner, the managing director or managing member of a close corporation, as relevant, having a contractor grading designation of 1GB, 2 GB, 3 GB and 4 GB shall have personally completed, or for the period 1 April 2004 to 30 June 2006 be registered on a skills programme for the NQF level 2. All other site supervisory staff in the employ of such contractors must have completed, or for the period 1 April 2004 to 30 June 2006 be registered on a skills programme for, the NQF level 2 unit standards or NQF level 4 unit standards.

Table 1: Skills programme for supervisory and management staff

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

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

5.2 Employment of unskilled and semi-skilled workers in labour-intensive works – According to SANS 1914-5.

5.2.1 Requirements for the sourcing and engagement of labour.

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

5.2.1.2 The normal Government Gazette rate as published by the department of labour and revised annually will be applicable in case the Makhado Municipality do not have a set rate for the Locals and EPWP Projects. When Government Gazette becomes applicable, the rate will change when the new rates become gazetted by the Minister of Labour

5.2.1.3 Tasks established by the contractor must be such that:

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

5.2.1.4 The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 5.2.1.3.

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

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

5.2.1.6 The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers as per the EPWP target 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.

5.3 Specific provisions pertaining to SANS 1914-5

5.3.1 Definitions

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

5.3.2 Contract participation goals

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

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

5.3.3 Terms and conditions for the engagement of targeted labour

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

5.3.4 Variations to SANS 1914-5

5.3.4.1 The definition for net amount shall be amended as follows:

- Financial value of the contract upon completion, exclusive of any value-added tax or sales tax which the law requires the employer to pay the contractor.

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

5.3.5 Training of targeted labour

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

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

5.3.5.3 A copy of this training request made by the contractor to the DOL provincial office must also be faxed to the EPWP Training Director in the Department of Public Works–

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

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

- 5.3.5.6 An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of 5.3.5.1 to 5.3.5.5 above.
- 5.3.5.7 Proof of compliance with the requirements of 5.3.5.1 to 5.3.5.5 must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

PART B: AMENDMENTS TO THE STANDARD AND PARTICULAR SPECIFICATIONS

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

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

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

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

SECTION 1100: DEFINITION AND TERMS

*In all cases where “**Directorate Transport Planning**” appears in the text or in drawings contained in this document it shall be read as “MAKHADO MUNICIPALITY”.*

C3.4.2 PROJECT SPECIFICATIONS RELATING TO STANDARD SPECIFICATIONS
C3.4.2.1 General Conditions of Contract Referred to in the Standard Specifications

Applicable SABS Standardized Specifications

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

SANS 1200 A:	General (1986)
SANS 1200 AB:	Engineer's Office (1986)
SANS 1200 MH:	Asphalt Base Surfacing
COLTO 5800:	Landscaping and Planting Plants

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

PSA	General
PSAB	Engineer's Office
PSMH	Asphalt Base Surfacing
COLTO 5800:	Landscaping and Planting Plants

Particular Specifications

The following Particular Specifications are applicable to this Contract and are contained in the "Annexure to the Scope of Works".

PD	Environmental Protection and Control Specifications
PF	Occupational Health and Safety
PJ	Submersible Pumping Equipment
PR	Testing and Commissioning of Mechanical Equipment
PV	Synthetic Multipurpose Sports Field

SCOPE OF WORK**SPECIFICATIONS****INDEX**

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PSA **GENERAL****PSA 1** **SCOPE**

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

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

PSA 2 **INTERPRETATIONS****PSA 2.3** **DEFINITIONS**

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

(a) General

ADD THE FOLLOWING DEFINITIONS:

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

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

(b) Measurement and payment

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

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

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

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

PSA 2.4 **ABBREVIATIONS**

(a) Abbreviations relating to standard documents

ADD THE FOLLOWING ABBREVIATION:

"CKS: SANS Co-ordinating Specification."

PSA 3 **MATERIALS****PSA 3.1** **QUALITY**

ADD THE FOLLOWING AT THE END OF SUB-CLAUSE 3.1:

"All manufactured materials supplied shall be new materials unless the contrary is specified. All materials specified to be in accordance with SANS Specifications shall bear the SANS mark, where

such a mark is available for the type of product."

ADD THE FOLLOWING SUB-CLAUSES TO CLAUSE 3:

"PSA 3.3 ORDERING OF MATERIALS

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

PSA 4 PLANT

PSA 4.1 SILENCING OF PLANT

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

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

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

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

PSA 4.2 CONTRACTOR'S OFFICES, STORES AND SERVICES

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

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

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

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

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

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

PSA 5 CONSTRUCTION**PSA 5.1 SURVEY****PSA 5.1.2 Preservation and replacement of survey beacons and pegs subject to the Land Survey Act**

DELETE THE WORDS "in the vicinity of boundaries" IN THE SECOND SENTENCE OF SUB-CLAUSE 5.1.2 AND REPLACE THE WORDS "under the direction of" IN THE SAME SENTENCE WITH "in consultation and liaison with".

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

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

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

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

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

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

PSA 5.3 PROTECTION OF EXISTING STRUCTURES

REPLACE "Machinery and Occupational Safety Act, 1983 (Act No 6 of 1983)" WITH "Occupational Health and Safety Act, 1993 (Act No 85 of 1993), as amended," AND INSERT THE FOLLOWING AFTER "(Act No. 27 of 1956)": "as amended".

PSA 5.4 PROTECTION OF OVERHEAD AND UNDERGROUND SERVICES

REPLACE THE HEADING AND THE CONTENTS OF SUB-CLAUSE 5.4 WITH THE FOLLOWING:

"PSA 5.4 LOCATION AND PROTECTION OF EXISTING SERVICES**PSA 5.4.1 Location of existing services**

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

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

inspection of the Site.

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

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

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

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

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

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

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

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

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

PSA 5.4.2 Protection during construction

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

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

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

PSA 5.4.3 Alterations and repairs to existing services

Unless the contrary is clearly specified in the Contract or ordered by the Engineer, the Contractor shall

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

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

PSA 5.7**SAFETY**

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

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

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

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

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

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

Persistent and repeated breach by the Contractor of the requirements of the Act and/or this clause shall constitute grounds for the Engineer to act in terms of Sub-clause 55(1)(5) of the Conditions of Contract and for the Employer to cancel the Contract in accordance with the further provisions of the said Clause 55 (GCC 2004)."

*ADD THE FOLLOWING SUB-CLAUSES TO CLAUSE 5:***"PSA 5.9****SITE MEETINGS**

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

"PSA 5.10**TRAFFIC ACCOMMODATION****(a) Scope**

It is a condition of this contract that traffic is accommodated taking into account the provisions of the latest edition of the South African Road Traffic Signs Manual (SARTSM). The latest version for use in the accommodation of traffic is volume 2, chapter 13 of the June 1999 edition. Copies of this publication are available from Government Printers – Arma Steyn – Tel: (012) 334 4500, e-mail: asteyn@print.pwv.gov.za.

(b) Safety

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

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

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

(c) Use of the road by the public

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

(d) Temporary Traffic-Control Facilities

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

"The type of construction, spacing and placing of traffic-control devices shall be in accordance with the SARTSM. The recommended arrangements of the traffic control devices illustrated and/or drawings issued by the Engineer shall not be departed from without prior approval of the

Engineer. The arrangements expected to be most commonly used in the contract are given on the tender drawings.

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

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

(e) Road Signs and Barricades

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

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

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

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

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

(f) Channelisation devices and barricades

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

Delineators shall comply with the requirements of SANS 1555;

- (i) comply with the manufacturing and reflective requirements of the SARTSM for TW 401 and TW 402 signs and the blades shall be reversible with dimensions as indicated on the drawings.;
- (ii) have smooth and round edges and be mounted on a post and base. All components shall be of durable plastic material;
- (iii) have the lower edge of the reflective part of the delineator mounted not lower than 250mm above the road surface;
- (iv) be capable of withstanding the movement of passing vehicles and gusting winds up to 60km/h in typical working conditions without falling over. To achieve this, the base shall be at least 0,18m² and ballasted by sandbags with sand;
- (v) together with its mounting be designed such that it will collapse in a safe manner under traffic impact;
- (vi) minimum size 1 000mm x 250mm.

Traffic cones manufactured in a fluorescent red-orange or red plastic material may be used only at short term lane deviations during daylight. Cones shall not be used on there own, but shall be interspersed with delineators at a ration not exceeding 3:1. Cones used on all deviations shall be 750mm high. Lane closures which continue into the night time shall be demarcated by delineators only."

(g) Warning Devices

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

(h) Vehicle mounted flashing lights

Rotating lights shall have an amber lens of minimum height of 200mm and shall be mounted in such a way as to be highly visible from all directions. The lights on construction vehicles shall not be switched on while vehicles are being operated on unrestricted section of a public road, but shall be switched on while construction vehicles are operating within the accommodation of traffic area, as the vehicles decelerate to enter a construction area, and as the vehicles accelerate to the general continuously while the plant is working alongside sections of road open to public traffic.

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

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

(h) Other traffic control measures ordered by the Engineer

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

PSA 6 TOLERANCES

ADD THE FOLLOWING SUB-CLAUSE TO CLAUSE 6:

"PSA 6.4 USE OF TOLERANCES

No guarantee is given that the full specified tolerances will be available independently of each other, and the Contractor is cautioned that the liberal or full use of any one or more of the tolerances may deprive him of the full or any use of tolerances relating to other aspects of the work.

Except where the contrary is specified, or when clearly not applicable, all quantities for measurement and payment shall be determined from the 'authorised' dimensions. These are specified dimensions or those shown on the Drawings or, if changed, as finally prescribed by the Engineer, without any allowance for the specified tolerances. Except if otherwise specified, all measurements for determining quantities for payment will be based on the 'authorised' dimensions.

If the work is constructed in accordance with the 'authorised' dimensions plus or minus the tolerances allowed, the calculation of quantities will be based on the 'authorised' dimensions, regardless of the actual dimensions to which the work has been constructed.

When the work is not constructed in accordance with the 'authorised' dimensions plus or minus the tolerances allowed, the Engineer may nevertheless, at his sole discretion, accept the work for payment. In such cases no payment shall be made for quantities of work or material in excess of those calculated for the 'authorised' dimensions, and where the actual dimensions are less than the 'authorised' dimensions minus the tolerance allowed, quantities for payment shall be calculated based on the actual dimensions as constructed."

PSA 7 **TESTING****PSA 7.1** **PRINCIPLES****PSA 7.1.1** **Checking**

REPLACE THE LAST SENTENCE WITH THE FOLLOWING:

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

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

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

PSA 7.2 **APPROVED LABORATORIES**

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

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

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

PSA 8 **MEASUREMENT AND PAYMENT****PSA 8.1** **MEASUREMENT****PSA 8.1.1** **Method of measurement, all sections of the Schedule**

DELETE THE WORDS "and South West Africa".

PSA 8.1.2 **Preliminary and General item or section****PSA 8.1.2.1** **Contents**

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

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

PSA 8.1.2.2 **Tendered sums**

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

"Except only where specific provision is made in the Specifications and/or the Schedule of Quantities for separate compensation for any of these items, the Contractor's tendered sums under items PSA

8.3 and PSA 8.4 shall collectively cover all charges for:

- risks, costs and obligations in terms of the Conditions of Contract and of this standardized specification;
- head-office and site overheads and supervision;
- profit and financing costs;
- expenses of a general nature not specifically related to any item or items of the permanent or temporary work;
- providing such facilities on site as may be required by the Contractor for the proper performance of the Contract and for its personnel, including, but without limitation, providing offices, storage facilities, workshops, ablutions, services such as water, electricity, sewage and rubbish disposal, access roads and all other facilities required, as well as for the maintenance and removal on completion of the works of these facilities and cleaning-up of the site of the Contractor's establishment and reinstatement to not less than its original condition, and
- providing the facilities for the Engineer and his staff as specified in the Contract and their removal from the site on completion of the Contract."

PSA 8.2 PAYMENT

PSA 8.2.1 Fixed-charge and value-related items

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

PSA 8.2.1.1 Fixed-charge items

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

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

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

PSA 8.2.1.2 Value-related items

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

- (a) The first instalment, which is 40% of the sum, will be paid when the Contractor has fulfilled all his obligations to date under this specification, the General Conditions of Contract and the Special Conditions of Contract, and when the value of work certified for payment, excluding materials on site and payments for preliminary and general items, is equal to not less than 5% of the total value of the work listed in the Schedule of Quantities.
- (b) The second instalment, which is 40% of the sum, will be made when the amount certified for payment, including retention moneys but excluding this second instalment, exceeds 50% of the tender sum.
- (c) The final payment, which is 20% of the sum, will be made when the works have been certified as completed and the Contractor has fulfilled all his obligations to date under this Specification, the General Conditions of Contract and the Special Conditions of Contract.

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

PSA 8.2.2 Time-related items

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

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

PSA 8.3 SCHEDULED FIXED-CHARGE AND VALUE-RELATED ITEMS

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

PSA 8.3.1 Fixed preliminary and general charges Unit: sum

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

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

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

PSA 8.4 SCHEDULED TIME-RELATED ITEMS

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

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

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

PSA 8.5 SUMS STATED PROVISIONALLY BY THE ENGINEER

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

PSA 8.5.1 Works executed by the Contractor Unit: Prov Sum

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

PSA 8.6 PRIME COST ITEMS

REPLACE SUB-CLAUSE 8.6 WITH THE FOLLOWING:

PSA 8.6 PRIME COST SUMS

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

(b) Charge required by Contractor on subitem (a) above Unit: %

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

The Contractor shall be reimbursed under subitem(s) (a) in substitution of the respective Prime Cost Sums included in the Contract, the actual price(s) paid or payable by him in respect of the goods,

materials or services supplied, but excluding any charges for the Contractor's labour, profit, carriage, establishment or other charges related to such goods, services or materials.

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

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

Note in connection with additional tests required by the Engineer:

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

PSA 8.7 DAYWORK

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

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

PSA 8.10 COMPLIANCE WITH OHS ACT AND REGULATIONS (INCLUDING THE CONSTRUCTION REGULATIONS 2003) Unit: sum

The tendered sum shall include full compensation to the Contractor for compliance with all the requirements of the OHS Act and Regulations (including the Construction Regulations 2003) at all times for the full duration of the Contract, as described in PS 8.7 of Portion 1 of the Project Specifications. The successful tenderer shall provide the Engineer with a complete breakdown of this tendered sum.

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

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

The sum tendered shall include full compensation for the cost of providing the facilities, including the provision of all services.

Payment will be made as follows:

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

PSA 8.3.18 Final finishing and cleaning up of the site of the works Unit: sum

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

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

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

PSA 8.3.19 Accommodation of Traffic

Accommodating traffic and re-use of temporary traffic control facilities Unit: month

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

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

PSAB ENGINEER'S OFFICE**PSAB 3 MATERIALS****PSAB 3.1 NAMEBOARDS**

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

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

PSAB 3.2 OFFICE BUILDING(S)

REPLACE THE WORDS : "as scheduled" IN PARENTHESIS IN THE FIRST LINE OF SUB-CLAUSE 3.2 OF SABS 1200AB WITH : "as specified in Portion 1 of the Project Specifications" ;

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

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

"PSAB 3.3 CAR-PORT

The Contractor shall construct the number of car-ports specified in Portion 1 of the Project Specifications, for the sole use of the Engineer and his staff. Each car-port shall be constructed so that the vehicle parked under it is always protected against the direct rays of the sun. The car-port area shall be at least 20 m² and the floor shall be covered with a layer of crushed stone to alleviate dusty and muddy conditions. The carport(s) shall be positioned so as to provide easy and convenient access to the Engineer's office."

PSAB 4.1 TELEPHONE

REPLACE SUB-CLAUSE 4.1 OF SABS 1200AB WITH THE FOLLOWING :

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

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

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

PSAB 4.4 SURVEY EQUIPMENT

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

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

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

PSAB 5 CONSTRUCTION

PSAB 5.4 TELEPHONE

**PSAB 5.4.2 REPLACE THE CONTENTS OF SUB-CLAUSE 5.4 OF SABS 1200AB WITH THE FOLLOWING :
Cellular Telephones**

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

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

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

PSAB 5.8 SURVEY EQUIPMENT

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

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

PSMH ASPHALT BASE AND SURFACING**PSMH 3 MATERIALS**

ADD THE FOLLOWING SUBCLAUSE:

"PSMH 3.7 AGGREGATE FOR BLINDING

The aggregate used for blinding the primed surface shall consist of crushed rock or river sand, with 100% passing the 6,7 mm sieve and not more than 10% passing the 2,36 mm sieve. The aggregate shall be clean, hard and free from excessive dust. It shall contain no clay, loam or other deleterious matter."

PSMH 5 CONSTRUCTION**PSMH 5.5 DESIGN OF ASPHALT****PSMH 5.5.1 General**

REPLACE THE CONTENTS WITH THE FOLLOWING:

"The design of the asphalt mixes shall be in accordance with the design guidelines of TRH 8."

PSMH 5.5.2 Marshall criteria

DELETE THIS SUBCLAUSE.

ADD THE FOLLOWING SUBCLAUSE:

"PSMH 5.11 BLINDING LAYER

When roads are constructed under traffic conditions, the prime shall be applied and allowed to penetrate for as long as is practicable before a blinding layer is applied at a rate of 0,0035 m³/m². 'Caking' of the aggregate that may take place and cause problems during the surfacing process shall be removed before the final surfacing commences."

PSMH 8 MEASUREMENT AND PAYMENT**PSMH 8.1 RATES OF APPLICATION AND BITUMINOUS BINDER CONTENT****PSMH 8.1.2 Prime**

ADD THE FOLLOWING:

"The prime coat shall be RTH 3/12P or RTL 3/12P tar prime applied at a rate of 0,75 litre/m²."

PSMH 8.1.4 Tack coat

REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:

"The tack coat shall be a 30% spray grade emulsion applied at a rate of 0,55 litre/m²."

PSMH 8.5 SCHEDULED ITEMS

ADD THE FOLLOWING ITEM:

"PSMH 8.5.9 Blinding layerUnit : m²

The unit of measurement shall be the square metre of prime coat blinded with aggregate as instructed by the Engineer.

The tendered rate shall include full compensation for procuring, furnishing and applying the aggregate for blinding as directed by the Engineer."

B SECTION 5800 : LANDSCAPING AND PLANTING PLANTS**B 5802 MATERIALS****(a) Fertilizer/soil-improvement material**

REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:

"The fertilizer/soil-improvement materials to be used shall be one or more of the following types, or as prescribed by the Engineer:

- (i) Lime
- (ii) Superphosphate
- (iii) Limestone ammonium nitrate
- (iv) 2:3:2(22)
- (v) 3:2:1(25)
- (vi) Monophosphate."

(f) Anti-erosion compounds

REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:

"Anti-erosion compounds shall consist of Verdyol Complex 60 and Verdyol Mulch with rates of application of 600 kg/ha and 1 200 kg/ha respectively. However, these application rates may be amended on instructions from the Engineer."

B 5805 GRASSING**(c) Hydroseeding**

REPLACE THE FIRST SENTENCE OF THE SECOND PARAGRAPH WITH THE FOLLOWING:

"The seed shall be fresh and of good quality. The Contractor shall provide samples of the seed for germination tests at an early stage. Hydroseeding shall preferably be carried out in the spring or early summer, and the Engineer's prior approval of the programme shall be obtained. The seed mixture shall consist of the following species in the stated proportions:

(i)	Eragrostis teff	1,5	kg/ha)
(ii)	Eragrostis curvula	2,0	kg/ha) The seed mixture
(iii)	Cenchrus ciliaris Molopo	10,0	kg/ha) and quantities will vary
(iv)	Chloris gayana Katambora	15,5	kg/ha) according to the
(v)	Cynodon dactylon	<u>16,5</u>	<u>kg/ha</u>) area of the Contract
		<u>45,5</u>	<u>kg/ha</u>)

OR

150 kg/ha of 3:2:1(25) shall be added to the mixture.

100 kg/ha of monophosphate shall be mixed into the soil in all areas where hydroseeding is to be carried out."

B 5809 MEASUREMENT AND PAYMENT**Item****B58.06 Watering the already planted grass, trees and shrubs during periods of drought experienced during the growing season**

ADD THE FOLLOWING TO THE PAYMENT PARAGRAPH:

"The normal growing season for this Contract area is between provided to successful contractor. The rainfall figures are given in Clause B 1215 of these project specifications. Temperature of the area to be provided.

PARTICULAR SPECIFICATION**PD ENVIRONMENTAL PROTECTION AND CONTROL SPECIFICATIONS**
CONTENTS

PD1	PLANS
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PD1	PLANS

PD1 PLANS

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

PD2 USE OF LAND

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

PD3 VEGETATION CLEARANCE**PD3.1 Woody vegetation**

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

No vegetative matter shall be burnt or remove for firewood.

PD3.2 Herbaceous vegetation

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

PD3 PROTECTION OF VEGETATION

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

PD4.1 Vegetation outside the Works area

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

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

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

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

PD4.2 Vegetation within or adjacent to the Works area

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

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

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

trees wherever possible.

PD4.3 Transplantation of rare and endangered plant species

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

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

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

PD4.3.2 Transplanting of Aloes, succulents and bulbous plants

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

PD4.4 Alien vegetation

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

PD5 PROTECTION OF FAUNA

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

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

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

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

There shall be no feeding of animals.

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

PD6 ARCHAEOLOGICAL ARTEFACTS

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

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

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

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

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

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

PD7 SCENIC QUALITY

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

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

All cut and fill forms shall be rounded at the edges to blend then with the surrounding landforms.

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

PD8 WORKING AREA

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

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

PD9 ACCESS ROADS

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

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

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

PD10 FIRES

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

PD11 FENCING

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

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

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

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

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

PD12 TOPSOIL**PD12.1 Source of topsoil**

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

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

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

PD12.2 Topsoil stripping

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

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

PD12.3 Topsoil stockpiling

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

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

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

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

Soil stockpiles shall not be allowed to become contaminated with oil, diesel, petrol, garbage or any

other material which may inhibit the later growth of vegetation in the soil.

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

PD12.4 Topsoil placement

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

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

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

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

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

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

PD13 BORROW PITS AND QUARRIES

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

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

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

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

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

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

PD14 EROSION PREVENTION

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

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

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

PD15 EARTHWORKS

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

PD16 SPOIL AND WASTE MATERIAL

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

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

PD17 BLASTING

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

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

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

PD18 PREVENTION OF OIL POLLUTION

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

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

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

All spillage of oil onto concrete surfaces shall be controlled by the used of an approved absorbent material such as Oclansorb or Drizit.

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

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

PD19 REFUSE DISPOSAL

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

PD20 ABLUTION FACILITIES

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

PD21 CLEARANCE OF SITE ON COMPLETION

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

PD22 ENVIRONMENTAL AWARENESS OF EMPLOYEES

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

- a) Acquire a basic understanding of the key environmental features of the work site and environs;
- b) Are thoroughly familiar with the requirements of the Environmental Protection and Control Specifications as they apply to the Works;
- c) Receive basic training in the identification of archaeological artifacts, and rare and endangered flora and fauna that may be encountered along the route;
- d) Are made aware of any other environmental matters which are deemed to be necessary by the Engineer or the Environmental Officer.

PD23 COMPLIANCE WITH ENVIRONMENTAL PROTECTION SPECIFICATIONS

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

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

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

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

PD24 SUBCONTRACTED WORK

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

PD25 MEASUREMENT AND PAYMENT

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

PF OCCUPATIONAL HEALTH AND SAFETY**CONTENTS**

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

PF 1 SCOPE

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

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

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

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

PF 2 INTERPRETATIONS**PF 2.1 Legislation and Regulations**

The following legislation is applicable:-

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

PF 2.2 Legislation and Regulations

a) Construction work is defined as:-

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

PF 3 GENERAL

- PF3.1 The Contractor shall ensure that all work is executed in accordance with work procedures, which comply to accepted safety practices with the Act and the Regulations.
- PF3.2 The Employer will appoint the Contractor in writing for execution of the Works. The Contractor shall accept its appointment under the terms and Conditions of Contract. The Contractor shall sign and agree to those terms and conditions and shall, before commencing work, notify the Department of Labour in writing of the intended construction work in terms of Regulation 3 of the Regulations.
- PF3.3 The Contractor shall not engage in any construction work until confirmation has been received in writing on behalf of the Employer that the Contractor's health and safety plan is deemed suitable.
- PF3.4 The Contractor shall inform the Engineer in writing of the name and address of the Contractor's construction safety officer (CSO) and of any subsequent changes in the name and address of the officer, together with the scope and limitations of the CSO's authority to act for the Contractor. The Contractor's CSO shall make available to the Employer an all-hours telephone number at which the CSO can be contacted at any time in the event of an emergency involving any of the Contractor's employees, or other persons at the Works.
- PF3.5 The location of the Works specific to this Contract is clearly described in the Scope of Work of this document.
- The Contractor shall, in preparation of his Health and Safety Plan, familiarize himself with emergency services in the location of the Works and with the local infrastructure, e.g. clinics, hospitals, police services, ambulance services, fire protection services and disaster management centres, to such extent that he is conversant with these, should the need therefore arise.
- Telephone numbers of all emergency services to be permanently displayed at the site camp, in a convenient and prominent position, wherever possible, close to a telephone.
- PF3.6 Should the Contractor at any stage in execution of the Works:-
- a) Fail to implement or maintain his health and safety plan;
 - b) Execute construction work which is not in accordance with his health and safety plan; or
 - c) Act in any way which may pose a threat to the health and safety of persons, the Employer, his Agent or the Engineer will, by written order, suspend the progress of the Works. The Contractor shall, during such suspension, properly protect the Works so far as is necessary.
- PF3.7 The Contractor shall provide proof of his registration and good standing with the Compensation Fund, or with a licensed compensation insurer, prior to commencement with the Works.
- PF3.8 The Contractor shall, in submitting his tender, demonstrate that he has made provision for the cost of compliance with the specified health and safety requirements, the Act and the Construction Regulations, all in terms of sub-clause 4(1)h of the Construction Regulations. The costs of compliance shall clearly be demonstrated separately under the appropriate items of measurement, both under "fixed charge items" and "time related items".
- PF3.9 The Contractor shall consistently demonstrate his competence and adequacy of resources to perform the duties imposed on the Contractor in terms of his Specification, the Act and the Construction Regulations.
- PF3.10 The Contractor shall, throughout execution of the Contract, ensure that all conditions imposed on his sub-contractors in terms of the Act and the Construction Regulations are complied with, as if they were the Contractor.

PF 4 GENERAL REQUIREMENTS**PF4.1 Health and Safety Plan**

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

a) The Contractor's health and safety plan shall include the following principles:-

- (i) A Health and Safety Policy authorized by the Contractor's executive corps that clearly states overall health and safety objectives and commitment to improving health and safety performance.
- (ii) A proper risk assessment of the construction work.
- (iii) Pro-active identification of potential hazards and unsafe working conditions.
- (iv) Informing and or training of employees working in hazardous and risk areas.
- (v) Provision of a safe working environment and safety equipment.
- (vi) Ensure the safety of sub-contractors through their safety plans.
- (vii) Monitoring health and safety on the construction works on a regular basis.
- (viii) Use of competent construction safety officers.

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

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

PF4.2 Health and Safety File

a) The Contractor shall ensure that a health and safety file, which shall include all documentation required in terms of the provisions of this specification, the Act and the Regulations, is opened and kept on site and made available to the Employer or inspector upon request.

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

- (i) A copy of the health and safety plan.
- (ii) All inspection reports as indicated in PF4.4.
- (iii) Accident and incident reports.
- (iv) Minutes of monthly health and safety meetings.
- (v) Contact details of the CSO.
- (vi) Inventory of safety and first aid equipment.

- (vii) Method statements and procedures not included in the health and safety plan.
 - (viii) Continuous risk assessments on the project.
 - (ix) Toxic and hazardous material data sheets.
- c) Upon completion of the works, the Contractor shall hand over a consolidated health and safety file to the Employer.

PF4.3 Appointments

PF4.3.1 Construction Supervisor (CS)

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

PF4.3.2 Construction Safety Officer (CSO)

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

PF4.3.3 Other Appointments

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

PF4.4 Monitoring Mechanisms

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

PF4.4.1 Weekly inspections of first aid boxes.

PF4.4.2 Weekly inspections of ladders.

PF4.4.3 Weekly inspections of fire-fighting equipment.

PF4.4.4 Names and address of its employees who are registered as trained fire fighting personnel as well as a duty roster..

PF4.4.5 Monthly inspections of welding machines.

PF4.4.6 Monthly inspections of oxy-acetylene equipment.

PF4.4.7 Monthly inspections of builder's hoists.

PF4.4.8 Monthly inspections of mobile and tower cranes.

PF4.4.9 Monthly inspections of lifting gear.

PF4.4.10 Monthly inspections of electrical equipment.

PF4.4.11 Monthly tests of earth leakage units.

PF4.4.12 Inspections of formwork and support work on a routine basis as specified in PF 5.1(d).

PF4.5 First Aid

PF4.5.1 Safety Notice Board

The Contractor shall provide a safety notice board where safety notices, site regulations

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

PF4.5.2 First Aid Equipment

The Contractor shall provide a stretcher for emergencies and a first aid box with the minimum contents as prescribed by the General Safety Regulations as published by mean of Government Notices.

PF4.5.3 Hazard Notices

The Contractor shall display hazard notices in all areas where hazardous conditions prevail or may occur. Areas so demarcated shall be deemed to be "designated areas".

PF4.5.4 Reporting of incidents and / or injuries

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

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

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

PF4.6 Good Housekeeping

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

The Contractor shall keep the construction site neat and tidy and shall dispose of all waste material in an orderly manner.

All materials and equipment on the construction site shall be stored neatly and safely.

PF4.7 Reporting of incidents and / or injuries

The Contractor shall provide the necessary personal protective clothing for his employees in hazardous areas, appropriate to the nature of the hazard.

PF4.7.1 Hard Hats

All employees of the Contractor shall wear hard hats in designated areas. The Contractor shall keep enough hard hats available, of a contrasting colour to that of his employees, for the use of visitors to the Works. Hard hats not be painted or otherwise defaced.

PF4.7.2 Eye & Ear Protection

Suitable eye and / or ear protection shall be worn in designated areas or when grinding, chipping, breaking, drilling, arc-welding, cutting with oxy-acetylene equipment or similar activities are taking place.

PF4.7.3 Footwear

All employees of the Contractor shall wear serviceable, laced-up safety footwear suitable for the intended purpose in designated areas.

PF4.7.4 Gloves

All employees of the Contractor shall wear suitable protective gloves in designated areas or when handling hot or hazardous materials or chemicals. Reflective vests shall be worn when working in or close to areas where traffic or movement of vehicles, earth moving equipment and poor visibility occur. Persons working over an accumulation of water e.g. reservoirs, rivers, dams or harbours, where a danger exists of falling into the water, shall wear life belts.

PF4.7.5 Clothing**PF 4.8 Road Traffic and Transportation**

PF 4.8.1 The Contractor shall ensure that vehicles are maintained in a roadworthy condition.

PF 4.8.2 The Contractor shall ensure that drivers of vehicles are in possession of an appropriate and valid drivers licence.

PF 4.8.3 The Contractor shall not permit any driver to be in control of a vehicle on the works while under the influence of intoxicating liquor or narcotic drugs.

PF 4.8.4 All vehicles of the Contractor shall display a name board bearing the Contractor's name. hired vehicles shall bear an identifying sticker.

PF 4.9 Overhead Powerlines

Regulations of the electricity supply authority in connection with prohibition of operations in the vicinity of overhead power lines shall be complied with by the Contractor at all times.

PF 4.10 Machinery, Tools and Equipment

The Contractor shall ensure that all machinery, tools and equipment are safe to use and maintained in a good condition. All tools and machinery, tools and equipment are to be regularly inspected and such registers are to be kept on site.

PF 4.11 Welfare Facilities

PF 4.11.1 The Contractor shall provide and maintain at or within reasonable access of the Works, the following clean facilities:-

- a) At least one(1) shower for every fifteen (15) workers of each gender.
- b) At least one(1) sanitary facility for every thirty (30) workers of each gender.
- c) Changing facilities for each gender, and
- d) Sheltered eating areas.

PF 5 SPECIAL REQUIREMENTS**PF 5.1 Formwork and Support Work**

The Contractor shall ensure that:-

- e) all formwork and support work operations are carried out under the supervision of a competent person who has been appointed by the Contractor in writing for that purpose that no loads are imposed onto the structure that the structure is not designed to withstand.
- b) all formwork and support work structures are adequately designed, erected, supported, braced and maintained so that they will be capable of supporting all anticipated vertical and lateral loads that may be applied to them and also that no loads are imposed onto the structure that the structure is not designed to withstand.
- c) the foundation conditions are and remain suitable to withstand the load caused by the framework and support structure and any imposed loads such that the framework and support work

structure are stable.

- d) all formwork and support work structures are inspected by a competent person, who has been appointed by the Contractor in writing for that purpose, immediately before, during and after the placement of concrete or any other imposed load and thereafter on a daily basis until the formwork and support work structure has been removed and the results have been recorded in a register, kept in the health and safety file.
- e) Upon casting concrete, the support work or formwork structure should be left in place until the concrete has acquired sufficient strength to support safely, not only its own load, but also any imposed loads and not removed until authorization has been given by the competent person contemplated in sub paragraph (a).

PF 5.2 Prevention of Uncontrolled Collapse

The Contractor shall ensure that:-

- a) all reasonable practicable steps are taken to prevent the uncontrolled collapse on any new or existing structure or any part thereof, which may become unstable or is in a temporary state of weakness or instability due to the carrying out of construction work; and
- b) no structure or part of a structure is loaded in a manner that would render it unsafe.

PF 5.3 Scaffolding

- a) when using access scaffolding the Contractor shall ensure that such scaffolding, when used, complies with the Regulations under section 44 of the Act.
- b) the Contractor shall ensure that all scaffolding operations are carried out under the supervision of a competent person who has been appointed in writing and that all scaffold erectors, team leaders and inspectors are competent to carry out their work.
- c) all scaffolding shall comply to SABS 085 "The design, erection, use and inspection of access scaffolding" of which a copy shall be kept in the health and safety file.

PF 5.4 Safe Working Loads

The Contractor shall ensure that:-

- a) the safe working loads of hoists, load bearing beams and cranes are prominently at all times;
- b) the safe working loads are not exceeded under any circumstances; and
- c) all lifting gear is marked with a unique identity number and recorded in a register kept in the health and safety file.

PF5.5 Commission Safety Precautions

The Contractor shall ensure that wherever repairs, adjustments or any other work are undertaken on any plant or machinery, the power supply is switched off, disconnected or the plant/machinery disengaged until the work or repairs have been completed.

PF5.6 Use and Storage of Toxic, Hazardous Chemical and Flammable Materials

- a) The Contractor shall take adequate safety precautions with the handling and storage of any toxic, hazardous chemicals and flammable materials.
- b) The contractor shall provide suitable and adequate protective equipment when working in areas where toxic, hazardous chemicals and flammable materials are being used.

- c) The Contractor shall ensure that its employees have familiarized themselves with the toxic and hazardous material data sheets applicable as well as the location of fire fighting equipment, safety showers/baths and other washing facilities, prior to commencement of work.

PF5.7 Work on Elevated Positions

- a) Whenever persons are required to work in an elevated position, every possible and practicable mean shall be adopted to provide such persons with effective safeguards.
- b) The Contractor shall stop all persons working on the erection of steelwork during periods of inclement weather or if the possibility of lightning strikes is present.
- c) Safety belts shall be worn when working at a elevation of 2 metres or more.
- d) Working on elevated positions shall only be carried out under the supervision of a competent person, appointed in writing by the Contractor.
- e) Under no circumstances may safety belts be used as fall arrest equipment but only as a fall prevention device. Full body harnesses with appropriate arrest mechanisms are to be used for all arrest purposes.
- f) Lifelines are to be used with safety harnesses or safety belts when doing steel erection and other similar activities such that persons are not exposed to danger by continuously attaching and detaching the lanyards from the structure.

PF5.8 Excavations

- a) Digging or excavation operations may not commence without the written authorization from the competent supervisor appointed by the Contractor in writing.
- b) Adequate precautions shall be taken by the Contractor to prevent slumping of excavations, as well as to prevent rocks and loose material falling onto workers.
- c) All excavations by the Contractor are to be clearly demarcated to prevent accidental access. Solid barricading shall be used at areas where there is a fall hazard present (save for pipe trenches). Danger tape may only be used to make the solid barricading more visible.

PF5.9 Indemnity of Employer and His Agents

- a) The annexure to this Contract Document contains a declaration pertaining to the Health and Safety Plan which shall be duly completed and signed by the Tenderer.
- b) Any acceptance, approval, check, certificate, consent, examination, inspection, instruction, notice, observation, proposal, request, test or similar act by either the Employer or any of his Agents (including absence of disapproval) shall not relieve the Contractor from any responsibility he has under the Contract, the Act and the Construction Regulations, including responsibility for errors, omissions, discrepancies and non-compliances.

PF6 MEASUREMENT AND PAYMENT

The Contractor shall clearly demonstrate that he has indeed made provision for the cost of health and safety measures during the construction process, as required in terms of Subclause 4(1)(h) of the Construction Regulations (2003) proclaimed under section 43 of the Occupational Health and Safety Act. (Act No 85 of 1993).

- The tendered price shall include for compliance to the following legislation:-
- Compensation for Occupational Injuries and Diseases Act, 130 of 1993;
- Occupational Health and Safety Act, 85 of 1993 and Regulations promulgated there under;

and

- Construction Regulations, 2003.

Differentiation shall be made in the Schedule of Quantities between the following two payment items:-

- Establishment by the contractor of facilities on site,
and
- Operations and maintenance by the Contractor of facilities on site to ensure that all work is executed in accordance with above mentioned legislation and this Specification.

PJ SUBMERSIBLE PUMPING EQUIPMENT**CONTENTS**

PJ 01	SCOPE
PJ 02	SUBMERSIBLE CENTRIFUGAL PUMPS
PJ 03	MEASUREMENT AND PAYMENT

PJ 01 SCOPE

This is a Particular Specification and covers the supply, delivery and installation of submersible centrifugal pumps. Testing and commissioning is covered in Particular Specification PR.

PJ 02 SUBMERSIBLE CENTRIFUGAL PUMPS**PJ 02.1 GENERAL**

Centrifugal pumps supplied under this Contract shall be suitable for vertical installation in submerged conditions, shall consist of a submersible motor coupled directly to a multistage centrifugal pump and shall be suitable for pumping water for domestic use. Each pump shall be capable of delivering 2,0 m³/s at a total head of 95 m.

Preference will be given to pumps of the self-regulating type and where the power consumption characteristic is such that with an increase in delivery to beyond a certain limit, the power consumption decreases, thereby ensuring that the motor is not overloaded in the event of a large reduction in pumping head.

Preference will be given to locally manufactured pumps and motors, with a reliable and efficient after sales service and readily available spares.

PJ 02.2 DEPTH OF INSTALLATION

The most suitable depth of installation and safe pumping rate shall be confirmed by an experienced borehole contractor on ground of the supplied borehole record, test and calculated information. All costs involved in confirming the most suitable depth of installation and safe pumping rate shall be deemed included in payment item PJ.02.

PD 02.3 MATERIAL

All parts of the pump shall be manufactured from material most capable of withstanding wear. Full specification in this respect shall accompany the Tender and the Tenderer's advice in this respect will be considered.

PJ 02.4 SPEED

The pump shall have a rotational speed not exceeding 1 450 rpm. If a higher rotational speed is required, this shall be motivated in a covering letter or in the technical data sheets.

PJ 02.5 DESIGN

All working parts of the pumps shall be removable and serviceable and shall under no circumstances be integrated into the body of the pumps.

PJ 02.6 **TURBINE BOWLS**

Turbine bowls shall be manufactured from high-grade cast steel and shall be finished off smoothly before a high-quality corrosion protection system is applied. Grey Iron No 30 turbine bowls may be approved by the Engineer, or if so stated in the Project Specifications. The bowls shall be selected for a minimum of 2 500 kPa or 1,5 times the maximum discharge pressure, whichever is the greater. The casing, suction strainer, cable shield and all fastenings, nuts and bolts shall be manufactured from stainless steel.

PJ 02.7 **PUMP SHAFT**

The shaft shall be manufactured of stainless steel. Where the shaft passes through stuffing boxes it shall be fitted with renewable sleeves of high-quality, wear-resistant alloy.

The shaft shall be so designed that the running speed is well below the first critical speed, and the complete rotor shall be accurately balanced after assembly.

The rotating elements shall be accurately balanced statically and dynamically to eliminate noise and vibration when running.

PJ 02.8 **PUMP IMPELLERS**

Impellers shall be manufactured of stainless steel or bronze and shall be carefully bored and keyed. All parts inaccessible to machining shall have a smooth finish. Balancing of impellers shall not be done by means of drilling balancing holes, but rather by accurate and careful machining of impellers.

PJ 02.9 **SEALS AND BEARINGS**

Pumps shall be fitted with mechanical seals with sand deflectors. Pump bearings and thrust collars shall be bronze and shall be lubricated by the fluid handled. The pump and motor shall be not be adversely affected by suspended sand concentrations of up to 25 g/m³.

PJ 02.10 **RISING PIPE**

The rising pipe shall have threaded or other approved bolted couplings at a spacing of approximately 6 m intervals. The rising pipe shall have a minimum internal diameter of 50 mm and shall internally and externally be protected against corrosion by a fusion bonded powder epoxy coating to a minimum thickness of 250 micron. All bolts used shall be stainless steel. The couplings shall not totally obstruct the borehole, but shall allow for sufficient clearance between the coupling and borehole casing to prevent any damage to the drop cable set and earth wire. The pump and rising pipe shall be centered in the borehole by means of approved centralisers at a preferred spacing of not more than 3 m. The centralisers shall be manufactured of an approved corrosion-resistant material and shall assist in eliminating any vibration that may occur in the borehole/rising pipe installation.

PJ 2.11 **BOREHOLE VENTS**

The borehole shall be adequately vented to prevent the build-up of pressure or vacuum. All borehole vent openings shall be piped watertight to the atmosphere outside of any enclosure and not less than 200 mm above any low ground level or the highest recorded flood level. Such vent openings shall be at least 12 mm in diameter. The terminal of the vent shall be suitably shielded and screened so as to prevent the entrance of foreign matter and insects.

PJ 02.12 **PUMP MOTOR**

Unless otherwise specified, each pump shall be supplied complete with an electrical motor. Each electrical motor shall comply with the requirements as specified in Particular Specification PF.

The depth setting shall be such that an upflow of water past the motor is created. If insufficient upflow of water past the motor is available, a suitable flow induced tube shall be fitted to the pump and motor to ensure sufficient cooling of the motor.

PJ 02.13 **BASE PLATE**

A suitable baseplate shall be used to effectively close the top of the borehole to prevent any foreign matter from entering. The rising pipe shall be effectively bolted to the baseplate. The baseplate shall further be provided with the necessary openings for the drop cable site, earth wire and water level monitoring device.

PJ 02.14 **ACCESSORIES**

Over and above any reflux valves installed and specified above ground level, the pump shall be fitted with a non-slam type reflux valve situated at the pump outlet. The reflux valve shall be a matched component supplied and tested by the pump manufacturer for efficient and troublefree operation.

PJ 02.15 **PUMP TECHNICAL DETAILS**

The pump shall be a currently catalogued product. Documentation shall include performance curves or selection tables, indicating flow, head, NPSH required, power absorbed, speed and efficiency for the expected range of operational conditions.

Performance curves and selection tables shall be based on a reproducible and certified test carried out in an approved laboratory. Certified detail selection shown on these performance curves or tables shall be submitted.

The flow rate at break-off point of the curve for the impeller selected shall be at least 1,5 times that of the maximum flow rate specified.

The head at zero delivery of the curve for the impeller selected shall be at least 1,2 times the operating head.

The efficiency of the pump shall not be less than 95% of its maximum efficiency at the selected duty point. The efficiency of the pump at the selected duty point as stipulated in PJ 02.1 shall not be less than 75%.

The possible percentage variation of data measured on Site by the supplied and/or installed instrumentation when compared with the catalogued performance data must be submitted.

All calculations for static and dynamic heads are to be based on an atmospheric pressure above mean sea level of 1 478 m, which is the site elevation of the borehole site.

The pump shall be installed in accordance with the manufacturer's instructions and shall be maintained in "as new" condition at start up.

Details of the equipment shall include the following:

- (a) Operating, testing and commissioning instructions.
- (b) Trouble analysis guide.

Full details of periodic and annual maintenance and service to be undertaken by the maintenance

staff, in accordance with a preventive maintenance programme shall be submitted.

The Contractor shall state in the technical data sheets, the minimum selected service life for which the pump has been engineered and the components selected when operated under normal working conditions with optimum servicing and maintenance.

The minimum acceptable service life is 15 years with 8 500 operating hours per annum.

The Engineer or his representative reserves the right to call for -

- (a) test certificates and reports from the manufacturer's quality control laboratory or an independent test laboratory such as SABS, and/or
- (b) Site inspection, customer reports/references and user's interviews, and/or
- (c) full engineering, design and component selection details -

in order to check the correctness of the service life claimed.

PJ 03 MEASUREMENT AND PAYMENT

PJ.01 SUPPLY AND DELIVERY OF SUBMERSIBLE BOREHOLE PUMPS:

- (a) (Pump description) Unit : number
- (b) (Etc for other descriptions)

The unit of measurement shall be the number of units supplied and delivered where each unit shall include one pump, one motor, one base plate, drop cable set, earth wire, flow inducer if required and all other accessories as specified.

The tendered rates shall include full compensation for the design, manufacture, corrosion protection, testing, delivery to site, storage, patent rights, etc of all the equipment complete as per the Sites and Specifications.

PJ.02 INSTALLATION OF SUBMERSIBLE BOREHOLE PUMPS:

- (a) (Pump description) Unit : number
- (b) (Etc for other descriptions)

The unit of measurement shall be the number of units installed. Each unit shall include one pump with motor or engine, base plate and all other accessories as specified.

The tendered rates shall include full compensation for the installation of the units, the making good of all damaged corrosion protection areas, maintenance and for all other costs and actions that are necessary to provide a complete and efficiently working system.

Payment under this item may only be claimed after the relevant operating manuals have been handed over to the Engineer.

PJ.03 SUPPLY, DELIVER AND INSTALL RISING PIPE (DIAMETER AND PRESSURE CLASS INDICATED) Unit : m

The unit of measurement shall be the metre of rising pipe installed.

The tendered rate shall include full compensation for all labour, Plant, transport and materials

required to manufacture, supply and install the rising pipe, corrosion protection fixing to the pump and base plate, including couplings, gaskets, nuts and bolts.

**PJ.04 REMOVE EXISTING EQUIPMENT FROM BOREHOLE AND
STORE ON SITE AS DIRECTED BY THE ENGINEER:**

- (a) (Equipment description)Unit : sum
- (b) (Etc for other descriptions)

PR TESTING AND COMMISSIONING OF MECHANICAL EQUIPMENT**CONTENTS**

PR 01	SCOPE
PR 02	TESTING SEQUENCE
PR 03	SITE TESTING OF EQUIPMENT PRIOR TO COMMISSIONING
PR 04	COMMISSIONING
PR 05	MEASUREMENT AND PAYMENT

PR 01 SCOPE

This section covers the factory and on Site testing and commissioning requirements for all equipment supplied and installed under this Contract. The procedures described are the minimum required and additional tests/requirements are specified in the relevant Standard and Detail Specifications.

PR 02 TESTING SEQUENCE

The testing to be performed on the Site is divided into two sections as follows:

- (a) Before official commissioning commences the Contractor shall test his equipment as described below to ensure that the plant has been installed correctly;
- (b) After the Contractor has been satisfied that his equipment is in running order, the commissioning of the Plant will commence as described below.

PR 03 SITE TESTING OF EQUIPMENT PRIOR TO COMMISSIONING

- PR 03.1** The Contractor shall timeously inform the Engineer when he intends to perform his first tests and start-up of equipment in order to allow a representative of the Engineer to witness the tests.
- PR 03.2** Before starting up any section of the mechanical plant or filling tanks and sumps with liquid, the Contractor shall clean out the tanks, pipes, fittings, equipment or structures, and, if necessary, make arrangements with other Contractors to remove their building rubble from the structures, check that all safety devices and alarms have been set and activated, all nuts have been tightened correctly, that all the equipment is complete and ready for start-up, that the Plant has been installed correctly, and that three copies of the operating manuals have been handed over to the Engineer.
- PR 03.3** Each section of the equipment shall be started up by the Contractor, who shall ensure that all oil fillings, lubrication, vibration monitoring, etc., has been correctly completed. In addition, he shall be responsible for the first refilling of all the lubricating oils as well as for adjusting the plant to operate according to specification. Before any equipment is started or energised, the Contractor shall ensure that it is safe for personnel and equipment on the Site to do so. Allowance for these costs shall be made in his tendered rates and sums.
- PR 03.4** The Contractor shall conduct his own tests on the equipment and, only when he is satisfied that these tests meet the requirements of the Specifications, shall he notify the Engineer that he is ready to conduct the official tests on completion. The Contractor shall not conduct an official test without the Engineer being present or his approval to do so. All equipment tested shall conform to the requirements specified.

PR 04 COMMISSIONING

- PR 04.1** The Contractor shall be responsible for commissioning all sections of the Works and shall perform all of the tasks set out below:
- PR 04.2** Prior notice of and proper arrangements for the commissioning shall be made with the Employer, Engineer, supply authority, and all electrical contractors and suppliers of equipment which will be affected by the commissioning operation.
- PR 04.3** If plant and equipment which has been supplied by others has to be commissioned, the supplier's specific permission thereto, together with any specific requirements relating to commissioning shall be obtained prior to commissioning.
- PR 04.4** All sections of the works shall be carefully inspected by a responsible representative of the Contractor to ensure that all construction and installation work has been properly completed.
- PR 04.5** Commissioning and testing on the Site shall be carried out by experienced personnel under the Contractor's supervision.
- PR 04.6** All precommissioning tests and checks shall be agreed with the Engineer prior to the commencement therewith.
- PR 04.7** When all the tests required before commissioning, or tests before tests on completion, have been completed and accepted by the Engineer, the commissioning may proceed. The commissioning period shall be undertaken over a trouble-free period of at least thirty consecutive calendar days. During this period the Contractor shall instruct the operating staff in the correct procedures of operating the plant under all circumstances of operation, including emergency conditions, the correct servicing of every part, the type of oil or grease to be used, and similar instructions. This shall be done by demonstration and confirmation, in writing, and operating manuals shall be referred to for this purpose.
- PR 04.8** At least four weeks before commissioning commences the Engineer will be requested to provide the Contractor with commissioning sheets for all the equipment installed by the Contractor. These forms shall be completed by the Contractor during the commissioning period and all items listed shall be entered. Final handover certificates will not be issued for equipment with incomplete commissioning reports. Information that is not available or applicable, or reasons for not performing certain tests shall be agreed with the Engineer.
- PR 04.9** The thirty-day commissioning period will commence with a day-one test and terminate with a day-thirty test in compliance with the commissioning report. Commissioning of the Plant (which includes the thirty days between the day-one and day-thirty tests) shall include operating under conditions which shall adequately prove that all the Specifications are met. All safety devices, standby plant, automatic controls and protection devices shall be adequately tested for reliability and correct functioning. The Contractor may be called upon to repeat testing during the maintenance period if the performance of any equipment supplied under this Contract is suspected to be substandard by the Engineer. Such tests shall be for the Contractor's account and shall comply with the requirements specified. Copies of updated commissioning reports shall be provided to the Engineer within two days after a test has been performed.
- PR 04.10** After the Contractor has provided training to the Employer and provided all other contractual requirements have been met, the latter will sign the commissioning report.
- PR 04.11** Once a commissioning report is complete, the Engineer and the Contractor will sign and date the report, whereupon the Engineer will notify the Employer that maintenance for that particular piece of equipment from then on is the Employer's responsibility in compliance with the General Conditions of Contract.
- PR 04.12** Programs for the day-one tests, day-thirty tests and instruction/training sessions with the client shall be prepared by the Contractor and provided to the Engineer no less than two weeks before the commissioning period commences. Weekly updates to these schedules shall be provided by the

Contractor for the duration of the commissioning period.

- PR 04.13** Note that if any equipment should fail during the 30-day commissioning period, the equipment shall be repaired or replaced by the Contractor, and testing and commissioning will commence from scratch.
- PR 04.14** During the thirty-day commissioning period, the Contractor shall be responsible for providing all labour and materials (including testing equipment) and shall carry out all the servicing and any adjustment of the plant required for ensuring that it operates as specified. Valid calibration certificates shall be available for all testing equipment on the Site during the commissioning period.
- PR 04.15** The Contractor shall conduct all the tests required to satisfy the Engineer that the plant is capable of performing in accordance with the specification, and shall make allowance therefor in his tendered rates and prices. Any defects detected during the commissioning period shall be made good by and at the expense of the Contractor, including all additional costs incurred by the Employer and his representatives and the Engineer. These tests shall be conducted to certify that the plant, as installed, is operating in accordance with the specified requirements. Note that all equipment will be tested as part of a system, where appropriate, and will not be passed if all protection devices, interlocking with other equipment, etc, is not fully functional.

PR 05 **MEASUREMENT AND PAYMENT**

All costs for equipment, labour and other expenses for the on-site testing and commissioning of equipment shall be included in the tendered rates for testing and commissioning as set out in the measurement and payment clauses of each item of equipment and in the Schedule of Quantities. Any additional tests specified in the Standard and Detail Specifications shall also be deemed to be included in the tendered rates.

PV SYNTHETIC MULTI PURPOSE SPORTS FIELD**CONTENTS**

PV 01	TOLERANCES AND STANDARDS
PV 02	SURFACE LEVELS
PV 03	DENSIFICATION
PV 04	FIELD DRAINAGE
PV 05	SYNTHETIC SURFACE SYSTEM
PV 06	FIELD LINES
PV 07	SAND FILLING
PV 08	JOINTING AND SEAMING
PV 09	PITCH SURROUND
PV 10	CARE AND MAINTENANCE
PV 11	FLOODLIGHTING
PV 12	LANDSCAPING
PV 13	AS-BUILT DRAWINGS
PV 14	EQUIPMENT
PV 15	SUPERVISION
PV 16	WARRANTY
PV 17	MEASUREMENT AND PAYMENT

PV 01 TOLERANCES AND STANDARDS

The Contractor shall work within the dimensional tolerances and requirements of the South African Hockey Association, Federation of International Hockey (handbook of requirements 1992 or latest revision) and relevant BSS and SABS standards.

PV 02 SURFACE LEVELS

The surface shall have through draining and shall be laid flat or a uniform cross fall, not to exceed 1% in the transverse direction and 0,5% in the longitudinal direction. Any localised bumps or hollows shall be such that when a 3 m long straight edge is placed in any position on the surface the gap between the straight edge and the surface shall at no point be greater than 6 mm.

PV 03 DENSIFICATION

The Contractor shall demonstrate that the proposed construction of the base and subbase is adequate to ensure the stability of the finished surface such that it shall not move outside the tolerance levels over a period of 25 years.

PV 04 FIELD DRAINAGE

The Contractor shall design a field drainage system capable of handling a precipitation rate of 60 mm within 30 minutes. Field drainage system will be of unbounded compacted stone or alternative.

PV 05 SYNTHETIC SURFACE SYSTEM

The Contractor will provide full specifications of sand filled synthetic surface system of 20 mm-tuft layout on a shock pad on unbounded stone or alternative. All which shall be laid in accordance with

manufacturer specifications.

The installation of the synthetic surface system shall take place under the supervision of an experienced technician.

The Contractor shall warranty that the permeability of the synthetic surface system shall under conditions of normal wear and tear and maintenance be capable of passing the design rainfall condition without ponding.

The Contractor shall warranty that the sand-fill in the carpet remain in place under all normal windy conditions prevailing in the area.

PV 06 **FIELD LINES**

The field shall be marked out in white in accordance with the requirements of the South African Hockey Federation for international matches. In addition the fields shall be marked with lines for basketball (blue) and netball (yellow).

PV 07 **SANDFILLING**

The Contractor shall provide specifications of sand fill. All sand fill shall be done in a manner so as not to damage the system and shall be laid by an experienced technician.

PV 08 **JOINTING AND SEAMING**

The Contractor shall provide full details and locations of all jointing and seaming.

PV 09 **PITCH SURROUND**

Precast concrete curbs suitably set on and haunched in concrete shall retain the perimeter of the synthetic surface and any paths. The surround area shall either be brick or concrete slabs paved or alternate.

PV 10 **CARE AND MAINTENANCE**

The Contractor shall train ground staff of the Employer in the care and maintenance of the field and shall provide three copies of a comprehensive service and maintenance manual for the care of the facilities.

PV 11 **FLOODLIGHTING**

The Contractor shall design in accordance with the relevant codes a flood lighting system to provide an Average Maintained Horizontal Illuminance at ground level of not less than 350 lux, with an illumination uniformity of not less than 0.4 and an illumination uniformity gradient of not more than 25% per 5 m.

The floodlighting system shall be capable of switching to a low level of 150 lux for general training purposes.

The Contractor shall provide for the installations of all ducts and footings required for the installation of the floodlights and shall provide as an option the complete installation. All footings shall be finished level with the finished ground level so as not to create a tripping hazard.

The Contractor shall submit as part of the Contractor's Proposal a lighting plot showing the anticipated horizontal illuminance over the entire pitch area at each level of illuminance.

PV 12 LANDSCAPING

The Contractor is to allow for the topsoiling, grading and seeding of the surrounds to the Works and for the reinstatement of all access routes, cable trenches services and adjacent hockey field.

PV 13 AS-BUILT DRAWINGS

The Contractor shall provide three paper and one film copy of the Works as built, showing clearly all services, subservice drains and inspection points.

PV 14 EQUIPMENT

The Contractor is to allow for the provision of the following equipment. The Contractor shall include catalogue references and photographs of the items he proposes.

1 No pair aluminium hockey goals, fitted with wheels and nets

1 No spare net for above

1 No set surface-mounted hockey flags (colour to be advised)

1 No drag brush with fittings for tractor use

2 No pair surface-mounted basketball posts, fitted with wheels

2 No pair surface-mounted netball posts.

PV 15 SUPERVISION

The Employer reserves the right to appoint a consultant to monitor and ensure compliance with the submitted design specifications. The Contractor to ensure full details are submitted to enable such monitoring.

PV 16 WARRANTY

The Contractor will have to provide an unconditional warranty on all aspects of workmanship and of the synthetic playing surface for a period of five years.

PV 17 MEASUREMENT AND PAYMENT

PV.01 SUPPLY AND LAY SHOCK PAD Unit : m²

The unit of measurement shall be the square metre of finally installed shock pad surface.

The tendered rates shall include full compensation for all materials and labour to provide a fully installed and operational shock pad.

**PV.02 SUPPLY, LAY AND JOINT SYNTHETIC CARPET INCLUDING
INSTALLING SAND Unit : m²**

The unit of measurement shall be the square metre of finally installed synthetic carpet.

The tendered rates shall include full compensation for all materials, finishes, labour and other requirements as specified to provide a fully installed and operational synthetic carpet, including sand.

**PV.03 SETTING OUT FOR AND INSTALLING ALL LINE MARKINGS
INCLUDING STARTER MARKS Unit : sum**

The tendered sum shall include full compensation for all materials, finishes, labour and other requirements as specified to provide fully installed and operational line markings as specified.

**PV.04 RETURNING TO SITE ON TWO OCCASIONS WITHIN SIX
WEEKS OF SUBSTANTIAL COMPLETION TO BRUSH AND
TOP-DRESS THE SURFACE Unit : sum**

The tendered sum shall include full compensation for all materials, finishes, labour and other requirements as specified to return to Site on two occasions to brush and top-dress the surface in accordance with the manufacturer's requirements and as specified.

**PV.05 PROVIDING SAMPLES OF MATERIALS TO THE TEST
HOUSE OR LABORATORY FOR TESTING Unit : sum**

The tendered sum shall include full compensation for all materials, finishes, labour and other requirements as specified to provide samples for testing as specified.

**PV.06 ALUMINIUM HOCKEY GOALS, FITTED WITH WHEELS AND
NETS Unit : number**

The unit of measurement shall be the number of hockey goals.

The tendered rates shall include full compensation for all materials, finishes, labour and other requirements as specified to provide a fully installed, complete and operational hockey goal. The tendered rate shall also include netting, wheels, a colour finish subject to the approval of the Engineer and all other equipment and items to render the goal suitable for use.

PV.07 PORTABLE SURFACE-MOUNTED TENNIS SETS AND FRAMES .. Unit : number

The unit of measurement shall be the number of portable surface-mounted tennis sets and frames, including posts, net frames, referee chair and all other items as specified.

The tendered rates shall include full compensation for all materials, finishes, labour and other requirements as specified to provide a fully installed and operational tennis set.

PV.08 SURFACE-MOUNTED HOCKEY FLAGS Unit : number

The unit of measurement shall be the number of surface-mounted hockey flags to FIH or other standards subject to the approval of the Engineer.

The tendered rates shall include full compensation for all materials, finishes, labour and other requirements as specified to provide a fully installed and operational surface-mounted hockey flag.

PV.09 DRAG-BRUSH WITH FITTINGS FOR TRACTOR USE Unit : number

The unit of measurement shall be the number of drag-brushes.

The tendered rates shall include full compensation for all materials, finishes, labour and other requirements as specified to provide a fully installed and operational drag-brush, including fittings for tractor use.

PV.10 SELF-PROPELLED BRUSH SUITABLE FOR USE ON THE PITCH SURFACE Unit : number

The unit of measurement shall be the number self-propelled brushed which are suitable for use on the pitch surface.

The tendered rates shall include full compensation for all materials, finishes, labour and other requirements as specified to provide a fully installed and operational self-propelled brush.

C4: SITE INFORMATION

C4.1 LOCALITY PLAN

C4.2 TENDER DRAWINGS

C4.1 LOCALITY PLAN

BCE/WW/SF/002 .. LOCALITY PLAN

C4.2 TENDER DRAWINGS

LIST OF DRAWINGS

BCE/WW/SF/001 ..	LIST OF DRAWINGS
BCE/WW/SF/002 ..	LOCALITY PLAN
BCE/WW/SF/003 ..	GENERAL LAYOUT PLAN AND FENCING DETAILS
BCE/WW/SF/004 ..	ATHLETICS TRACK MARKING LAYOUT AND DETAILS – SHEET 1 OF 3
BCE/WW/SF/005 ..	ATHLETICS TRACK MARKING LAYOUT AND DETAILS – SHEET 2 OF 3
BCE/WW/SF/006 ..	ATHLETICS TRACK MARKING LAYOUT AND DETAILS – SHEET 3 OF 3
BCE/WW/SF/007 ..	SOCCER PITCH & ATHLETICS TRACK LAYERWORKS DETAIL AND
.....	STORMWATER DRAINAGE LAYOUT
BCE/WW/SF/008 ..	SOCCER PITCH IRRIGATION SYSTEM LAYOUT
BCE/WW/SF/008A	SOCCER PITCH & ATHLETICS TRACK LAYOUT AND OTHER ATHLETICS
.....	FACILITIES
BCE/WW/SF/009 ..	DETAILS OF ATHLETICS FACILITIES

MAKHADO MUNICIPALITY

BID No. - 91 OF 2023

WATERVAL SPORTS FACILITY

(TENDER DRAWINGS)

CLIENT:



THE MUNICIPAL MANAGER
MAKHADO MUNICIPALITY
Civic Centre
68 Krogh Street
0920

Tel. : (015) 516 3000
Fax.: (015) 516 1195

CONSULTANT:

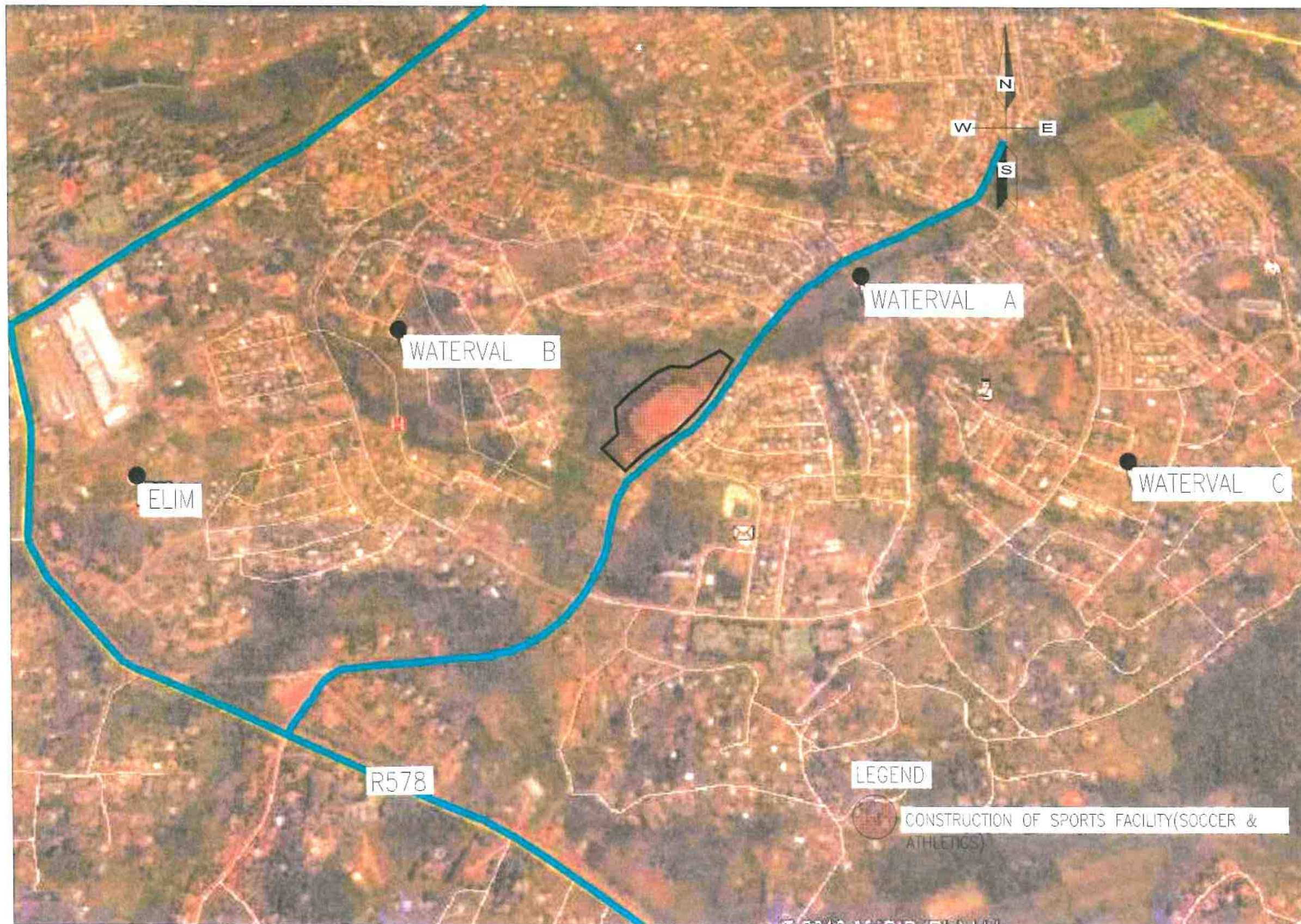


BOTSHABELO
CONSULTING ENGINEERS
P O BOX 578
TZANEEN
0850

Tel. : (015) 307 4389
Fax.: (015) 307 4390

BCE

[illegible]



									
CLIENT Makhado Municipality Civic Centre 68 Krogh Street 0920 Tel: (015) 516 3000 Fax: (015) 516 1195									
CONSULTANT 									
Botshabelo Consulting Engineers 32 King Edward Drive Building A, Med. Park Tzaneen 0850 Tel: (015) 307 4385 Fax: (015) 307 4390 Email: admin@bcegroup.co.za									
PROJECT TITLE: CONSTRUCTION OF WATerval SPORTS FACILITY									
DRAWING TITLE: LOCALITY MAP									
DATE: APRIL 2018									
SCALE ON A1 - 1:2500		COORDINATE SYSTEM:							
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DRAWN	CHECKED	N.M							
APPROVED ON BEHALF OF BCE (PTY) LTD ENGINEER: _____ DATE: _____ DRAWING No: BCE/WV/SF/001 VERSION: 00									
APPROVED: _____ DATE: _____ CLIENT OR ASSIGNEE: _____ CLIENT REF No: _____									



AS-BUILT RECORD			
CONTRACT No	DESCRIPTION	CERTIFIED BY	DATE

CERTIFIED AS-BUILT FOR CONTRACT		AS-BUILT CONTRACT No	
ENGINEER	DATE		

VERSION/AMENDMENTS			
No	DATE	DESCRIPTION	AUTHORISED BY

CLIENT

Makhado Municipality
Civic Centre
88 Krogh Street
0950
Tel: (015) 516 3800
Fax: (015) 516 1195

CONSULTANT

Botshabelo Consulting Engineers
32 King Edward Drive
Building A, Med Park
Tzaneen 0850
Tel: (015) 307 4389
Fax: (015) 307 4390
Email: admin@bcegroup.co.za

PROJECT TITLE:

**CONSTRUCTION OF
WATERVAL SPORTS FACILITY**

DRAWING TITLE:

GENERAL LAYOUT PLAN

DATE: APRIL 2016

SCALE ON A1: 1:500

CO-ORDINATE SYSTEM:

SURVEYED	DESIGNED	K.R.M.

DRAWN	CHECKED	N.M.

APPROVED ON BEHALF OF BCE (PTY) LTD

ENGINEER:

DATE:

DRAWING No: BCE/WV/SF/002

VERSION: 00

APPROVED:

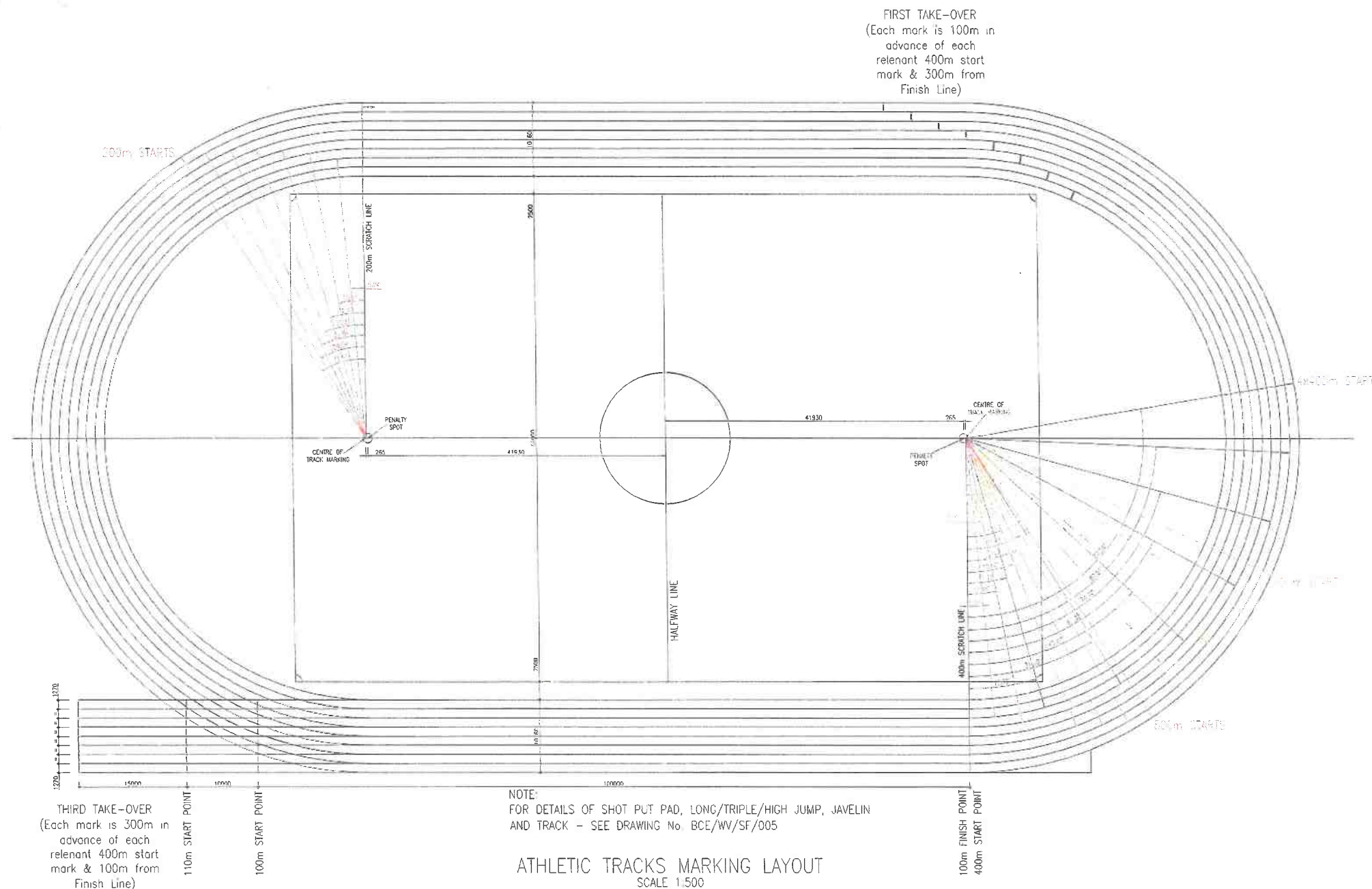
CLIENT OR ASSIGNEE:

DATE:

CLIENT:

DRAWING No:

REF No:



LEGEND

—	400m START
—	800m START
—	4x400m START
—	200m START

MARKING DETAILS FROM SCRATCH LINES

400m

ARC LENGTH	RADIUS	ANGLE
7038	38405	10,50
14704	39675	21,23
22370	40945	31,30
30034	42215	40,76
37700	43485	49,67
45366	44755	58,08
53032	46025	66,02

200m

ARC LENGTH	RADIUS	ANGLE
3515	38405	5,24
7352	39675	10,62
11185	40945	15,65
15017	42215	20,38
18850	43485	24,84
22683	44755	29,04
26516	46025	33,01

800m

ARC LENGTH	RADIUS	ANGLE
3526	38405	5,26
7384	39675	10,66
11260	40945	15,76
15151	42215	20,56
19061	43485	25,11
22989	44755	29,43
26933	46025	33,53

4 X 400m

ARC LENGTH	RADIUS	ANGLE
10564	38405	15,76
22088	39675	31,90
33630	40945	47,06
45185	42215	61,33
56761	43485	74,79
68355	44755	87,51
79965	46025	99,55

AS-BUILT RECORD			
CONTRACT No.	DESCRIPTION	CERTIFIED BY	DATE

CERTIFIED AS-BUILT FOR CONTRACT : AS-BUILT CONTRACT No.	
ENGINEER	DATE

VERSION/AMENDMENTS			
No.	DATE	DESCRIPTION	AUTHORISED BY
0	00.00.0000	ISSUED FOR TENDER	NM

CLIENT	Makhodo Municipality Civic Centre 68 Krogh Street 0920 Tel: (015) 516 3000 Fax: (015) 516 1195
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CONSULTANT	Botshabelo Consulting Engineers 32 King Edward Drive Building A, Medi Park Tzaneen 0850 Tel: (015) 307 4309 Fax: (015) 307 4390 Email: admin@bcegroup.co.za
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PROJECT TITLE:	PROPOSED WATERVAL SPORTS FACILITY
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DRAWING TITLE:	ATHLETIC TRACK MARKING LAYOUT AND DETAILS 1 OF 3
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DATE:	APRIL 2018
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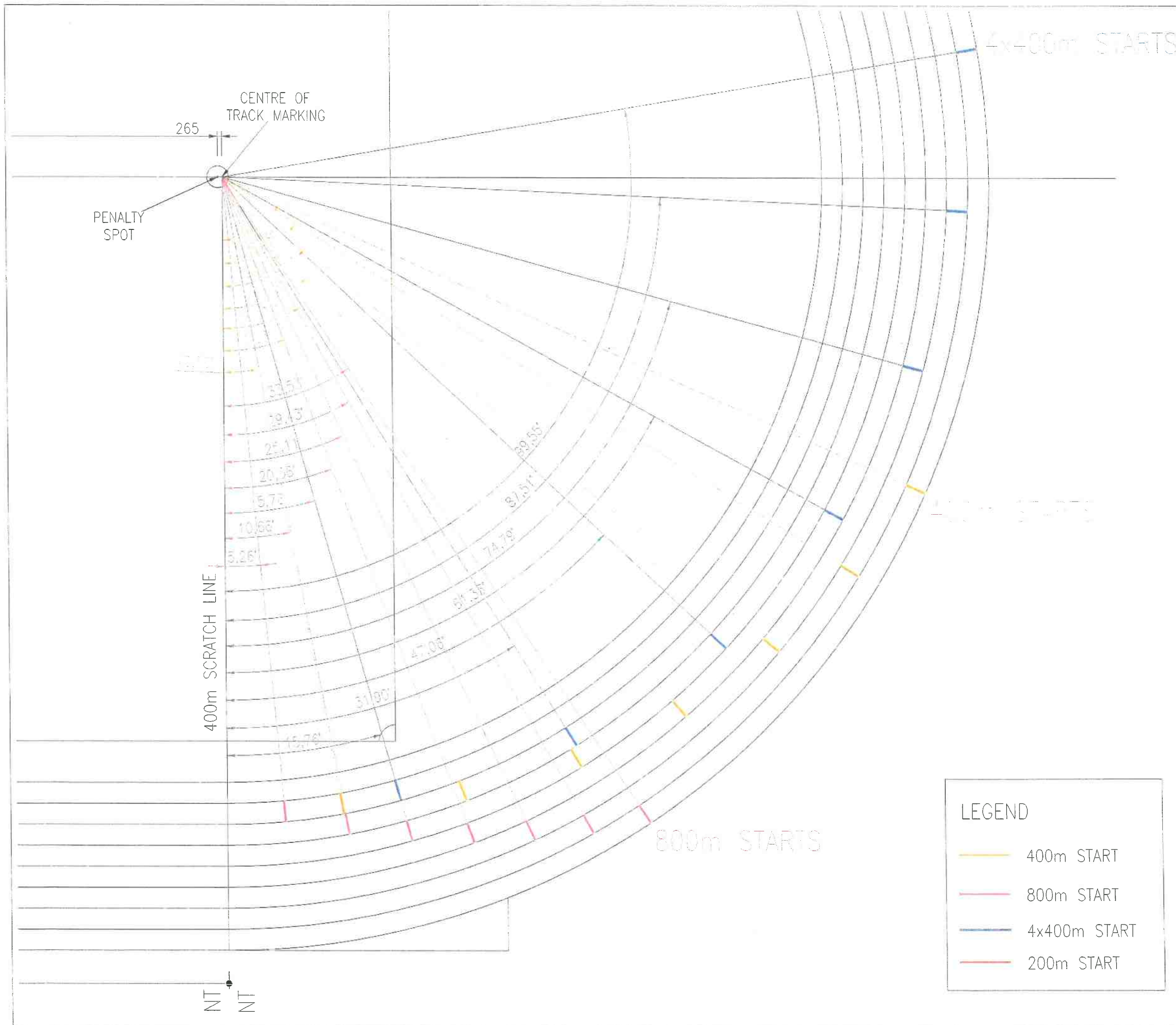
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DRAWN	CHECKED	N.M.

APPROVED ON BEHALF OF BCE (PTY) LTD	
ENGINEER:	DATE:

DRAWING No:	VERSION
BCE/WV/SF/003	00

APPROVED:	DATE:
CLIENT OR ASSIGNEE:	
CLIENT	CLIENT
DRAWING No:	REF No:



AS-BUILT RECORD			
CONTRACT No.	DESCRIPTION	CERTIFIED BY	DATE

CERTIFIED AS-BUILT FOR CONTRACT		AS-BUILT CONTRACT No.	
ENGINEER	DATE		

VERSION/AMENDMENTS			
No.	DATE	DESCRIPTION	AUTHORISED BY
0	00.00.0000	ISSUED FOR TENDER	NM

CLIENT	
 Makhado Municipality Civic Centre 68 Krogh Street 0920 Tel: (015) 516 3000 Fax: (015) 516 1195	

CONSULTANT	
 Botshabelo Consulting Engineers 32 King Edward Drive Building A, Medi Park Tzaneen 0950 Tel: (015) 307 4388 Fax: (015) 307 4390 Email: admin@bcegroup.co.za	

PROJECT TITLE
PROPOSED WATERVAL SPORTS FACILITY

DRAWING TITLE
ATHLETIC TRACK MARKING LAYOUT AND DETAILS 2 OF 3

DATE	APRIL 2018
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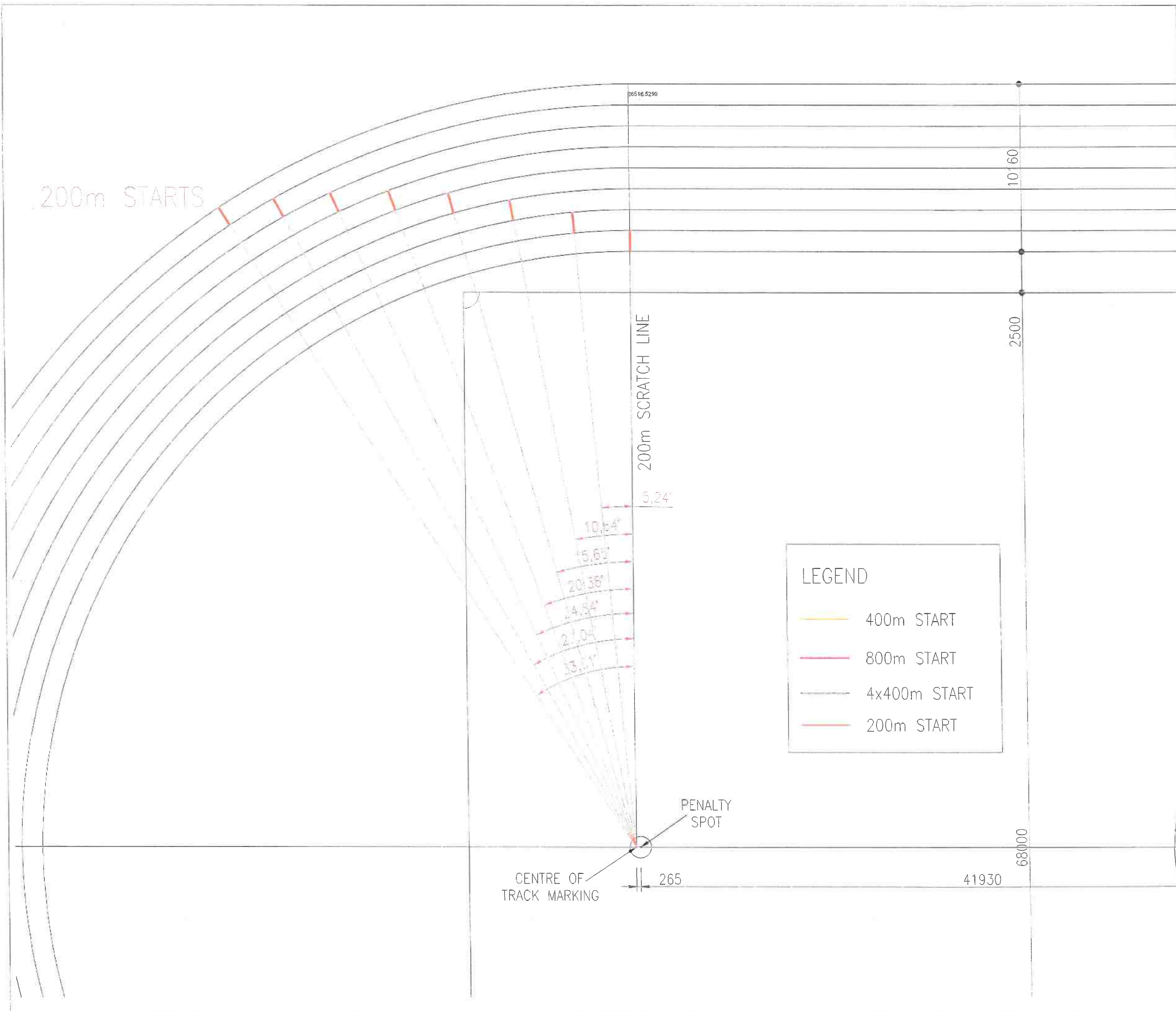
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DRAWN	Z.M.	CHECKED

APPROVED ON BEHALF OF BCE (PTY) LTD	
ENGINEER	DATE

DRAWING No.	VERSION
BCE/WV/SF/004	00

APPROVED:	DATE
CLIENT OR ASSIGNED:	

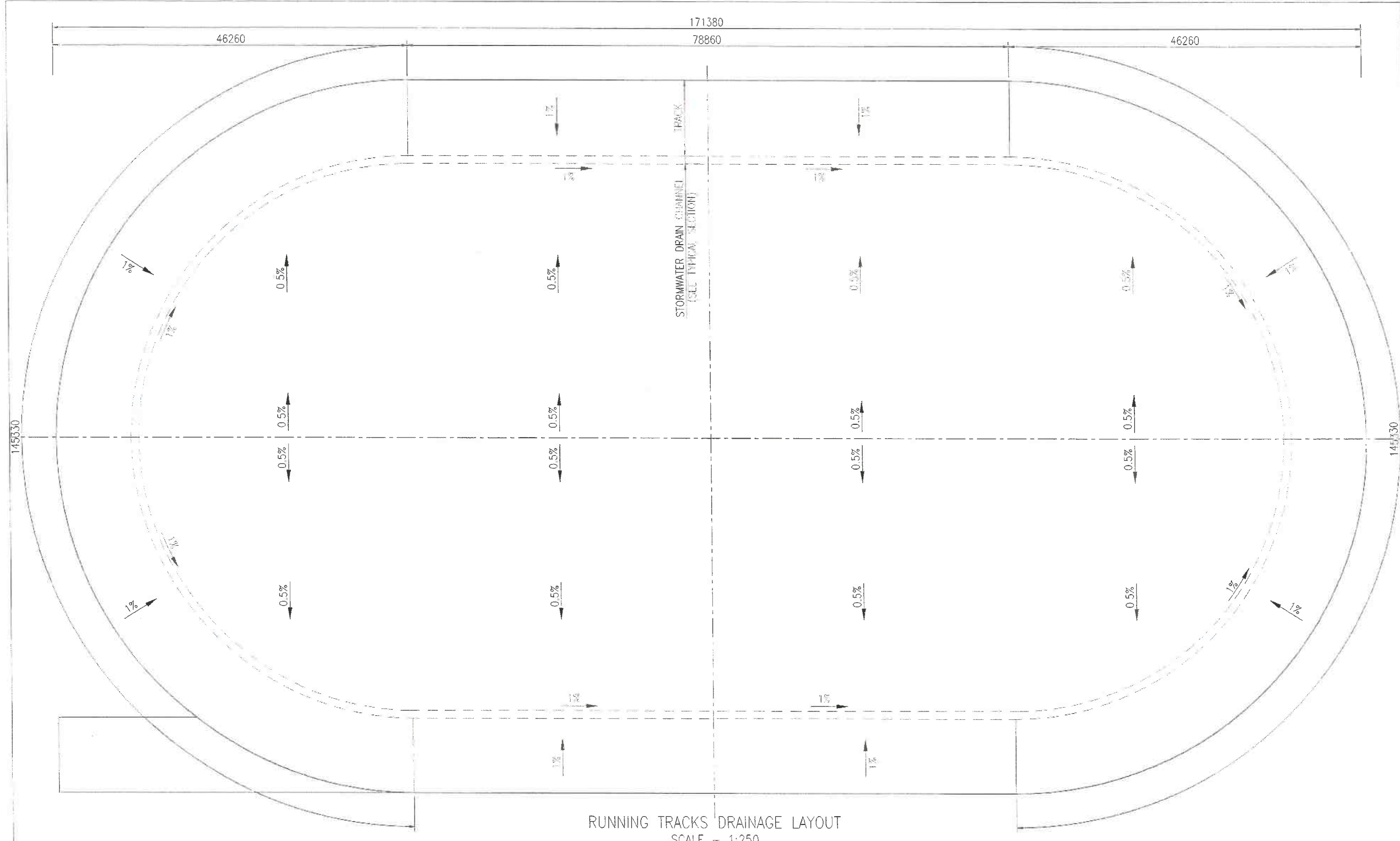
CLIENT	CLIENT REF No.
DRAWING No.	



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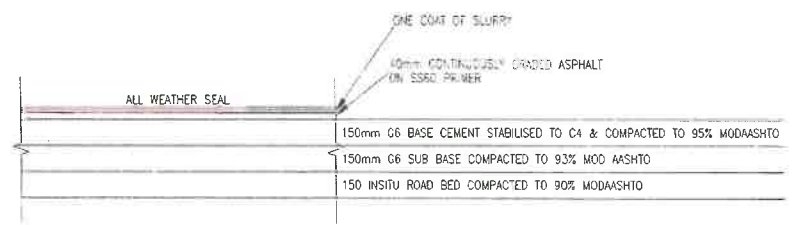
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- 800m START
- 4x400m START
- 200m START

 Makhado Municipality Civic Centre 68 Koppie Street 0920 Tel: (015) 516 3000 Fax: (015) 516 1195									
CONSULTANT  Botshabelo Consulting Engineers 32 King Edward Drive Building A, Medi Park Tzaneen 0850 Tel: (015) 307 4369 Fax: (015) 307 4390 Email: admin@bcegroup.co.za									
PROJECT TITLE: PROPOSED WATERVAL SPORTS FACILITY									
DRAWING TITLE: ATHLETIC TRACK MARKING LAYOUT AND DETAILS 3 OF 3									
DATE: APRIL 2018									
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APPROVED ON BEHALF OF BCE (PTY) LTD ENGINEER: _____ DATE: _____									
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APPROVED: _____ DATE: _____ CLIENT OR ASSIGNEE: _____ CLIENT: _____ DRAWING No: _____ REF No: _____									

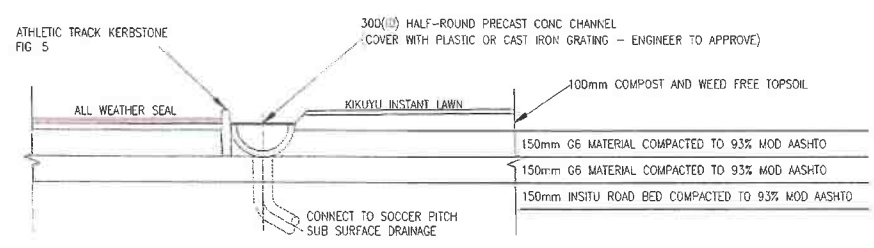


RUNNING TRACKS DRAINAGE LAYOUT
SCALE - 1:250



LEGEND
 □ - - - - - AROUND TRACK DRAINAGE CHANNEL
 (1% SLOPE TOWARDS THE DISCHARGE POINT)

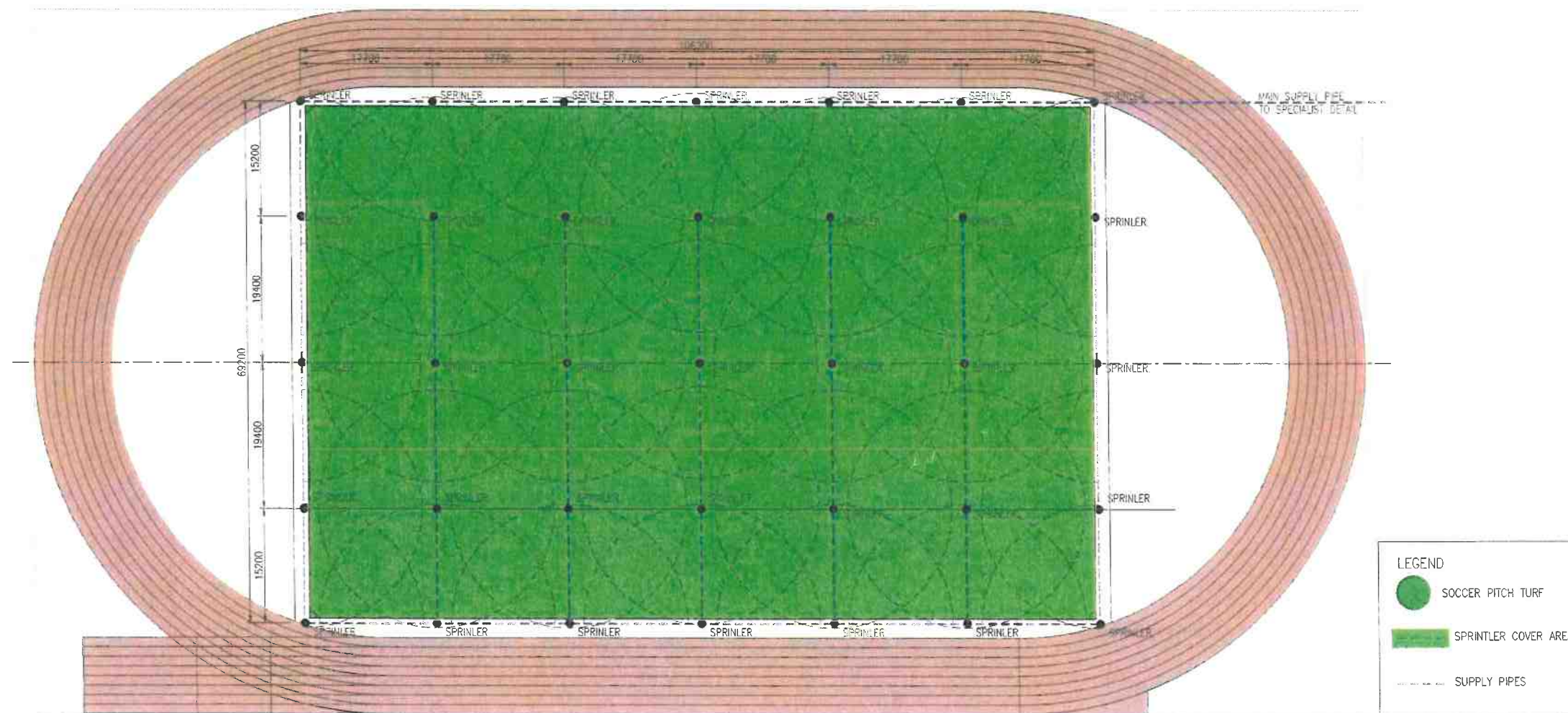


TYPICAL SECTION - ATHLETIC TRACK



TYPICAL SECTION - DRAIN AROUND ATHLETIC TRACK

AS-BUILT RECORD			
CONTRACT NO.	DESCRIPTION	CERTIFIED BY	DATE
CERTIFIED AS-BUILT FOR CONTRACT			
ENGINEER		DATE	
VERSION/AMENDMENTS			
NO.	DATE	DESCRIPTION	AUTHORISED BY
A	28.2.2015	ISSUED AS PRELIMINARY DESIGNS	NM
B	23.5.2016	ISSUED FOR TENDER	NM
C	26.11.2016	ISSUED FOR CONSTRUCTION	NM
T	13.10.2023	ISSUED FOR TENDER	NM
CLIENT			
 Makhado Municipality Civic Centre 86 Knight Street 0950		Tel: (015) 516 3030 Fax: (015) 516 1195	
CONSULTANT			
 Botshabelo Consulting Engineers 32 King Edward Drive Building A, Med. Park Treanien 0850		Tel: (015) 307 4389 Fax: (015) 307 4390 Email: admin@bcegroup.co.za	
PROJECT TITLE			
CONSTRUCTION OF WATERVAL SPORTS FACILITY			
DRAWING TITLE			
SOCCER PITCH & ATHLETIC TRACK LAYERWORKS DETAIL AND STORMWATER DRAINAGE LAYOUT			
DATE: APRIL 2018			
SCALE ON A1: 1:250		CO-ORDINATE SYSTEM:	
SURVEYED	2M	DRAWN	NM
CHECKED	02	CHECKED	02
APPROVED ON BEHALF OF THIS PROJECT:			
ENGINEER		DATE	
BCE/WW/SF/007		01	
APPROVED			
DRAWN OR AMENDED		DATE	
CHECKED	02	CHECKED	02
DRAWING NO.	02	REF NO.	



LEGEND

- SOCCER PITCH TURF
- SPRINKLER COVER AREA
- SUPPLY PIPES

IRRIGATION SYSTEM
SCALE 1:500

NOTE:
THIS DRAWING DEPICTS AN IDEAL IRRIGATION SYSTEM ARRANGEMENT THE ACTUAL SHOULD BE TO SPECIALIST DESIGN
AND TO BE APPROVED BY THE ENGINEER



AS-BUILT RECORD			
CONTRACT No.	DESCRIPTION	CERTIFIED BY	DATE

CERTIFIED AS-BUILT FOR CONTRACT	AS-BUILT CONTRACT No.
ENGINEER	DATE

VERSION/AMENDMENTS			
No.	DATE	DESCRIPTION	AUTHORISED BY
0	26.11.2018	ISSUED FOR CONSTRUCTION	NM

CLIENT:



Makhado Municipality
Civic Centre
68 Krogh Street
0620
Tel: (015) 515 3000
Fax: (015) 516 1195

CONSULTANT:



Botshabelo Consulting Engineers
32 King Edward Drive
Building A, Medi Park
Tzaneen 0850
Tel: (015) 307 4389
Fax: (015) 307 4390
Email: admin@bcegroup.co.za

PROJECT TITLE:

**CONSTRUCTION OF
WATERVAL SPORTS FACILITY**

DRAWING TITLE:

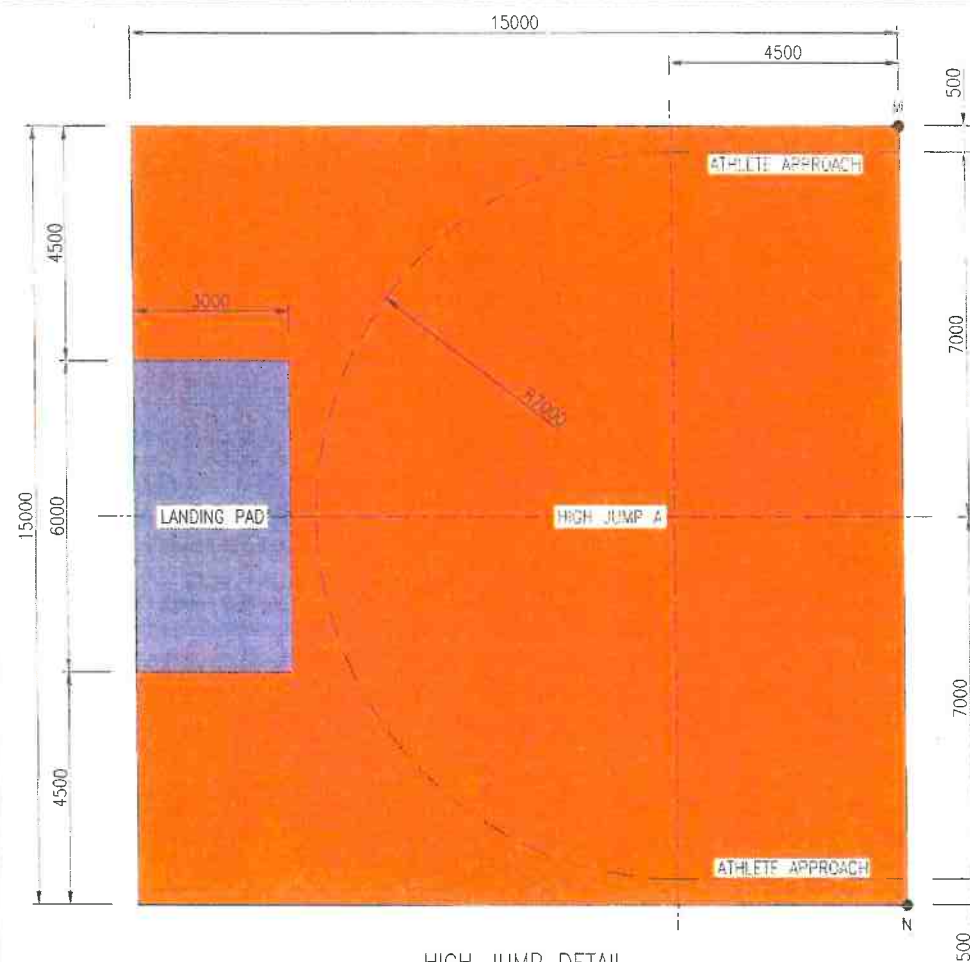
**SOCCER PITCH IRRIGATION
SYSTEM LAYOUT**

DATE: APRIL 2018

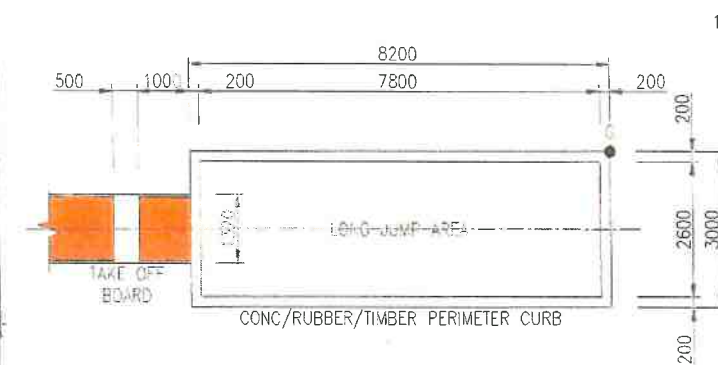
SCALE ON A2 - 1:500

CO-ORDINATE SYSTEM:

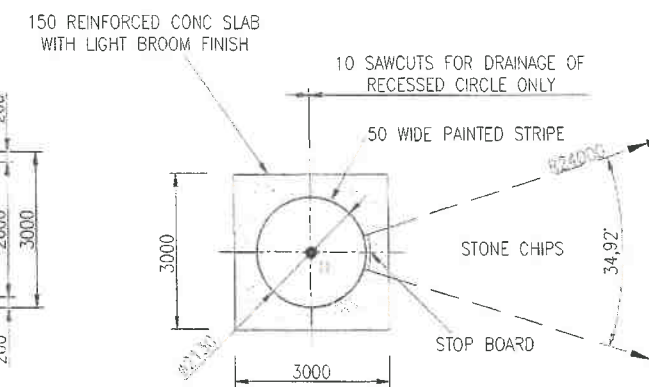
SURVEYED	DESIGNED	K.K.M
DRAWN	CHECKED	N.M
APPROVED ON BEHALF OF BCE (PTY) LTD		
ENGINEER:	DATE:	VERSION:
DRAWING No:	BCE/WV/SF/008A	00
APPROVED:	DATE:	
CLIENT OR ASSIGNEE:	DATE:	
CLIENT:	CLIENT	
DRAWING No.:	REF No.:	



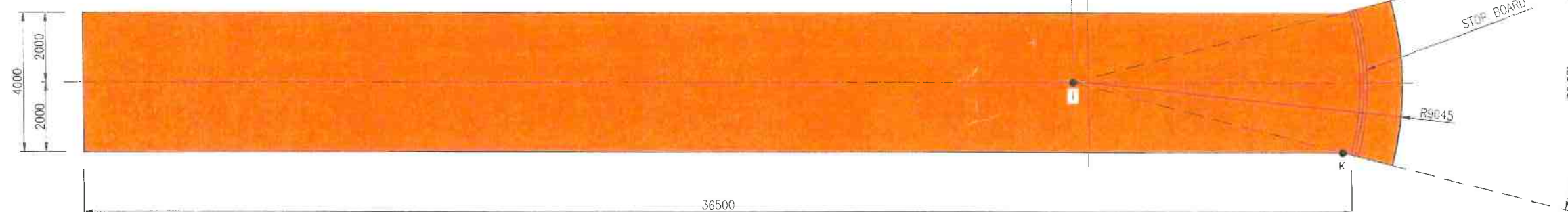
HIGH JUMP DETAIL
SCALE 1:100



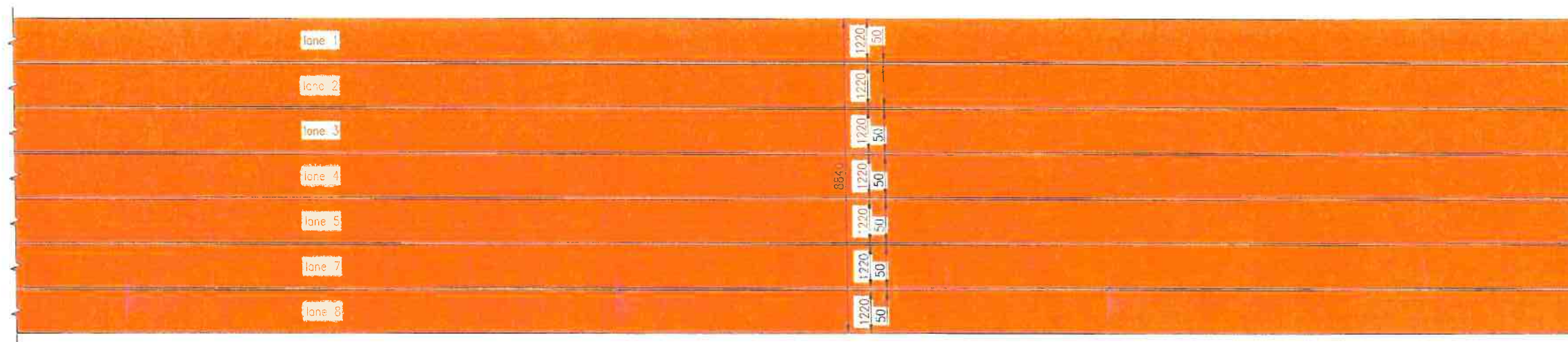
LONG/TRIPLE JUMP PIT PLAN
SCALE 1:100



SHOT PUT PAD
SCALE 1:100



JAVELIN
SCALE 1:100



TRACK DETAIL
SCALE 1:100

NOTE
FOR COORDINATES OF G, H, K, L, M & N SEE DWG No. BCE/WV/SF/008

LEGEND

- ALL WEATHER SEAL
- SAND
- LANDING PAD

AS-BUILT RECORD			
CONTRACT No.	DESCRIPTION	CERTIFIED BY	DATE

CERTIFIED AS-BUILT FOR CONTRACT	AS-BUILT CONTRACT No.
ENGINEER	DATE

VERSION/AMENDMENTS			
No.	DATE	DESCRIPTION	AUTHORISED BY
0	26.11.2018	ISSUED FOR CONSTRUCTION	NM

CLIENT

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0820
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CONSULTANT

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Tsoenen 0850
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Email: admin@bcegroup.co.za

PROJECT TITLE:

CONSTRUCTION OF
WATERVAL SPORTS FACILITY

DRAWING TITLE:

DETAILS OF ALL
ATHLETIC FACILITIES

DATE:

APRIL 2018

SCALE ON A2 = 1:100

CO-ORDINATE SYSTEM:

SURVEYED	DESIGNED	K.K.M.
DRAWN	CHECKED	N.M.

APPROVED ON BEHALF OF BCE (PTY) LTD

ENGINEER: DATE:

DRAWING No. **BCE/WV/SF/009** VERSION: **00**

APPROVED: CLIENT OR ASSIGNEE: DATE:

CLIENT: CLIENT REF No.: