



Tender Document

CONTRACT No SCM/MOH/14/2024

RE-ADVERT: THE COMPLETION OF THE ROUXVILLE / ROLELEATHUNYA WATER TREATMENT WORKS (WTW)

September 2024

VOLUME 1: TENDER DOCUMENT

TENDER SUBMITTED BY:

Name of Company:

Contract No.	Project Description	Tender Amount (Incl VAT)
SCM/MOH/14/2024	<i>RE-ADVERT: THE COMPLETION OF THE ROUXVILLE / ROLELEATHUNYA WATER TREATMENT WORKS (WTW)</i>	

Mohokare Local Municipality

1 Hoofd Street
Zastron
9950

Tel: 051 673 9600

e-mail: mohokarepmu@gmail.com
thabiso@mohokare.gov.za

CLOSING DATE: 18 OCTOBER 2024



MOHOKARE LOCAL MUNICIPALITY

CONTRACT No SCM/MOH/14/2024

***RE-ADVERT: THE COMPLETION OF THE ROUXVILLE /
ROLELEATHUNYA WATER TREATMENT WORKS (WTW)***

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Contractor

Witness 1

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Employer

Witness 1

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



MOHOKARE LOCAL MUNICIPALITY

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***RE-ADVERT: THE COMPLETION OF THE ROUXVILLE /
ROLELEATHUNYA WATER TREATMENT WORKS (WTW)***

PORTION 1: TENDER

PART T1: TENDERING PROCEDURES

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



MOHOKARELOCAL MUNICIPALITY

CONTRACT No SCM/MOH/14/2024

***RE-ADVERT: THE COMPLETION OF THE ROUXVILLE /
ROLELEATHUNYA WATER TREATMENT WORKS (WTW)***

PORTION 1: TENDER

PART T1: TENDERING PROCEDURES

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



MOHOKARE LOCAL MUNICIPALITY

CONTRACT No SCM/MOH/14/2024

***RE-ADVERT: THE COMPLETION OF THE ROUXVILLE /
ROLELEATHUNYA WATER TREATMENT WORKS (WTW)***

PORTION 1: TENDER

PART T1: TENDERING PROCEDURES

PART T1.1: TENDER NOTICE AND INVITATION TO TENDER

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



CONTRACT No SCM/MOH/14/2024: RE-ADVERT: THE COMPLETION OF THE ROUXVILLE / ROLELEATHUNYA WATER TREATMENT WORKS (WTW)

MOHOKARE LOCAL MUNICIPALITY invites tenders for implementation of RE-ADVERT: THE COMPLETION OF THE ROUXVILLE / ROLELEATHUNYA WATER TREATMENT WORKS (WTW)

Tenderers should have specific experience of the work for which a bid is submitted with a CIDB grading of 6ME or higher for the appropriate tenders. Potentially emerging enterprises who satisfy criteria stated in the Tender Data may submit tender offers.

Only tenderers who are registered with the CIDB under a 6ME or higher grading are eligible to submit tenders.

A non-refundable tender deposit of R 1000.00 payable in cash / EFT is required. Proof of EFT payment should then be forwarded to thabiso@mohokare.gov.za and mohokarepmu@gmail.com, after which the complete document will be forwarded to the bidder via email. Closing: 18 OCT 2024 @ 14H00

Documents may be collected during working hours from 08:00 am to 16:30pm (Monday-Thursdays) and 08:00 am to 13:00pm (Fridays), until the closing date

Tender documents are also available for free downloading from the Mohokare LM municipal website and the E-Tender portal

Contact person for technical detail:

Mohokare Local Municipality
Mr. S. Shamase
Manager: Project Management Unit
Contact no.: (074) 085 3384
Email: mohokarepmu@gmail.com

Supply Chain Management related issues:

Mohokare Local Municipality
Mr. T. Lebetse
SCM Accountant
Contact no.: (064) 472 2549
Email: thabiso@mohokare.gov.za

Compulsory Briefing Session:

Date: 26 September 2024

Time: 12H00

Place: Rouxville Town Hall (Cnr. Louw & Kerk Streets)

80/20 principle and other evaluation criteria will apply. The Municipal Supply Chain Management Policy and Preferential Procurement Framework Act no 5 of 2000 and Preferential Procurement Regulations of 2022 will be

together with all applied and Instructions dealing with the depositing of bids:

By hand: Bid documents and supporting documents must be sealed and externally endorsed with the **Bid Name, Bid Number and Bid Description** and placed in a bid box placed at the reception of the municipal offices in Zastron (1 Hoofd Street; Zastron, 9950)

Please Note:

1. Late proposals, telegraphic proposals or proposals sent by fax or e-mail will not be considered.
2. The lowest or any proposal will not necessarily be accepted, and the Municipality reserves the right to accept, where applicable, a portion of any bid.
3. Section 217 of the Constitution of the Republic of South Africa requires an organ of state to contract for goods and services in accordance with a system which is fair, equitable, transparent, competitive and cost effective. This Supply Chain Management Policy of the Municipality has been drawn up to give effect to these principles and the Preferential Procurement Legislation, and furthermore comply with the provisions of Local Government: Municipal Finance Management Act, 2003 (Act No 56 of 2003) and regulations promulgated in terms thereof.
4. No reasons will be given for the non-acceptance of proposals, nor will the Municipality enter into correspondence in connection therewith.
5. Proposals that are invalid, non-responsive, non-responsible in terms of Clause 7.2.14 of the Supply Chain Management Policy will be disqualified at the opening.
6. **Tender documents must be deposited in the bid box not later than 14:00 pm on the closing date.**

BID BOX:
Mohokare LM's reception
1 Hoofd Street
Zastron
9950

**Acting Municipal Manager
Mr. M. Mohale**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



MOHOKARE
 LOCAL MUNICIPALITY

P. O. Box 20, Zastron, 9950
 Tel: 051 673 9600
 Fax: 051 673 1550
 E-mail: info@mohokare.gov.za
www.mohokare.gov.za

BID INVITATION

Bid No.	Bid Description	Functionality and Special Requirements	Service Required	Compulsory briefing session	Technical Enquiries	Closing Date/Time/Venue
SCM/MOH/13/2024	Re-Advert: Appointment of a Contractor: Construction of the Rouxville Sports Ground (phase 1)	80/20 Preference points System Functionality Details within a tender documents	Contractor: (CIDB) grading of 3CE or higher	26 September 2024 10h00 Rouxville Community Hall (9958)	Mr. S. Shamase (074) 085 3384 mohokarepmu@gmail.com	08 October 2024 Zastron Town Hall (9950) 14h00
SCM/MOH/14/2024	Re-Advert: The Completion of the Rouxville/Roleleathunya Water Treatment Works(WTW)	80/20 Preference points System Functionality Details within a tender documents	Contractor: (CIDB) grading of 6ME or higher	26 September 2024 12h00 Rouxville Community Hall (9958)	Mr. S. Shamase (074) 085 3384 mohokarepmu@gmail.com	18 October 2024 Zastron Town Hall 14h00
SCM/MOH/15/2024	Re-Advert: Provision for a Panel of Travel Agency Services for Period of 3 Years	80/20 Preference points System Functionality Details within a tender documents	Professional Service Provider	27 September 2024 10h00 Zastron Town Hall (9950)	Mr. T. Lebete (064) 472 2549 thabiso@mohokare.gov.za	04 October 2024 Zastron Town Hall (9950) 14h00
SCM/MOH/16/2024	Re-Advert: Appointment of a Service Provider for Traffic management system software and speed law enforcement by cameras application to the DPP for a period of 3 years.	80/20 Preference points System Functionality Details within a tender documents	Professional Service Provider	27 September 2024 12h00 Zastron Town Hall (9950)	Mr. G. Nyamane (062) 366 9451 nyamane@gmail.com	04 October 2024 Zastron Town Hall (9950) 14h00
SCM/MOH/17/2024	Re-Advert: Appointment of a panel of Professional Engineering Consultants for a period of three (3) years	80/20 Preference points System Functionality Details within a tender documents	Professional Service Provider	30 September 2024 10h00 Zastron Town Hall (9950)	Mr. S. Shamase (074) 085 3384 mohokarepmu@gmail.com	25 October 2024 Zastron Town Hall (9950) 14h00

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



SCM/MOH/18/2024	Supply and Delivery of Personal Protective Equipment	80/20 Preference points System Functionality Details within a tender documents	Professional Service Provider	23 September 2024 10h00 Zastron Town Hall (9950)	Ms. Z. Ncenithwa (073) 608 1362 zoleka@mohokare.gov.za	04 October 2024 Zastron Town Hall (9950) 12h00
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Bid documents will be obtainable from Mohokare Local Municipality Website and E-Tender Portal. List of minimum requirements and returnable documents of the tender are included in the tender documents. **Tender validity period is 90 days**

Completed tender documents with attachments/supporting documents must be deposited in the Tender Box at Mohokare Local Municipality, 1 Hoofd Street, Zastron, 9950. **Late / telephonic/ faxed and emailed tender documents will not be considered.**

All Supply Chain Management enquiries must be directed to Mr. T. Lebeta at 064 472 2549 during weekdays between 08h00 to 16h30

Mr. M. Mohale
Acting – Municipal Manager
15 September 2024

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



MOHOKARE LOCAL MUNICIPALITY

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ROLELEATHUNYA WATER TREATMENT WORKS (WTW)***

PORTION 1: TENDER

PART T1: TENDERING PROCEDURES

PART T1.2: TENDER DATA

Contractor

Witness 1

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Employer

Witness 1

Witness 2



MOHOKARE LOCAL MUNICIPALITY

CONTRACT No SCM/MOH/14/2024

RE-ADVERT: RE-ADVERT: THE COMPLETION OF THE ROUXVILLE / ROLELEATHUNYA WATER TREATMENT WORKS (WTW)

PART T1.2: TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity as published in CIDB Board Notice 86 of 2010 as published in Government Gazette No 33239 of 28 May 2010 and as amended and supplemented by the Tender Data in this Part T1.2. The complete extract entitled “Annex F” of the CIDB Standard for Uniformity as published in CIDB Board Notice 86 of 2010 with its originally published page numbers “34” to “45” is bound into Part T1.3. These Conditions of Tender are furthermore subject to the requirements of the Preferential Procurement Regulations, 2011 published in Government Gazette No 34350 dated 8 June 2011, and to the requirements of the Preferential Procurement Regulations of MOHOKARE LOCAL MUNICIPALITY.

The Standard Conditions of Tender makes several references to the tender data. The tender data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender.

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

Clause	Addition or Variation to Standard Conditions of Tender
1.	General
1.1	<i>Add the following:</i> The Employer is MOHOKARE LOCAL MUNICIPALITY .
1.2	<i>Add the following:</i> The tender documents issued by the employer comprise of one volume only and consists of the following: VOLUME 1: TENDER DOCUMENT PORTION 1: TENDER Part T1 Tendering Procedures Part T1.1 Tender Notice and Invitation to Tender Part T1.2 Tender Data

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Witness 2



Clause	Addition or Variation to Standard Conditions of Tender
Part T1.3	Standard Conditions of Tender
Part T2	Returnable Documents and Schedules
Part T2.1	MBD Forms
Part T2.2	Returnable Documents
Part T2.3	Returnable Schedules
Part T2.4	Checklist
PORTION 2:	CONTRACT
Part C1	Agreements and Contract Data
Part C1.1	Form of Offer and Acceptance
Part C1.2	Contract Data
Part C1.3	Form of Guarantee
Part C1.4	Ministerial Determination
Part C1.5	Health & Safety Specifications by Employer
Part C2	Pricing Data
Part C2.1	Pricing Instructions
Part C2.2	Bill of Quantities
Part C2.3	Summary of Bill of Quantities
Part C3	Scope of Work
Part C3.1	Description of the Works
Part C3.2	Engineering
Part C3.3	Procurement
Part C3.4	Construction
Part C3.5	Specifications
Part C4	Site Information
Part C4.1	Scope of Site Information
Part C4.2	Subsoil Investigation
Part C4.3	Existing Services
Part C4.4	Existing Buildings & Structures
Part C5	Annexures

Contractor

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Witness 2

Employer

Witness 1

Witness 2



Clause	Addition or Variation to Standard Conditions of Tender
	<p>The following publications form part of the contract documents but is not supplied by the employer.</p> <p>VOLUME 2: GENERAL CONDITIONS OF CONTRACT</p> <p>The General Conditions of Contract for Construction Works, 3rd Edition (2015), as published by the South African Institution of Civil Engineering. This document is available at the Contractor's expense from the Secretary of the South African Institution of Civil Engineering, Private Bag X200, Halfway House, Midrand, 1685.</p> <p>Volume 1 is deemed the "Returnable Documents" which must be returned to the Employer in terms of submitting a tender offer.</p> <p>.</p>
1.3.2	<p><i>Replace the item with the following:</i></p> <p>The Standard Conditions of Tender, the Tender Data, List of Returnable Documents and Returnable Schedules which are required for tender evaluation purposes, shall also form part of the Contract arising from the invitation to tender.</p>
1.4	<p><i>Add the following:</i></p> <p>The Employer's agent is as applicable in the individual contracts (also known as the Engineer):</p>
1.4.1	<p>Proper Consulting Engineers 35 Frans Kleynhans Bloemfontein 9301</p> <p>Tel: (051) 451 1721 / (082) 300 6853 e-mail: danie@propercon.co.za</p>
2.	Tenderer's Obligations
2.1	<p><i>Add the following:</i></p> <p>Only those tenderers who are registered with the CIDB, prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a 6ME class of construction work are eligible to have their tenders evaluated. For the sake of clarity and subject to satisfactory proof of a tenderer's ability to perform the work specified at the tendered value, the Employer requires the tenderer to have a 6ME or higher CIDB rating.</p> <p>Joint Ventures are eligible to submit tenders provided that:</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Clause	Addition or Variation to Standard Conditions of Tender
	<p>(a) every member of the joint venture is registered with the CIDB;</p> <p>(b) the lead partner has a contractor grading designation of 6ME or higher; and</p> <p>(c) The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is one category higher than a contractor grading designation determined in accordance with the sum tendered for a ME class of construction work.</p>
2.2	<p><i>Add the following:</i></p> <p>Accept that failing the submission of a bona fide tender, a Tenderer shall forfeit his tender deposit (if the deposit is refundable) if he fails to return a complete set of documents prior to the closing time for the submission of tender offers.</p> <p>Accept that on submission of a bona fide tender or return of the documents as required above, a Tenderer shall receive his tender deposit within three (3) months of the closing of tenders, if the deposit is refundable.</p> <p>Accept that the Employer will not compensate the Tenderer for any costs incurred in attending interviews in the office of the Employer or the Employer's Agent (if required).</p> <p>Accept that the Employer will not compensate the tenderer for any cost incurred in supplying additional information or samples for consideration as part of the tender process.</p>
2.7	<p><i>Add the following:</i></p> <p>A compulsory site visit and clarification meeting will be held as follows:</p> <p>Refer to Tender Notice and Invitation to Tender (Section T1.1 of the document).</p> <p>Confirmation of attendance will be recorded, on site, in the Site Inspection Certificate included in Section T2.2.10 of the Document.</p> <p>Tender documents will not be made available at the site visit or clarification meeting. Details relating to the collection of tender documents are indicated in the Tender Notice and Invitation to Tender (Section T1.1 of the document).</p>
2.8	<p><i>Replace the item with the following:</i></p> <p>Request clarification of the tender documents, if necessary, by notifying the Employer's official or the Employer's agent indicated in the tender notice and invitation to tender (section T1.1) in writing at least ten working days before the closing time stated in clause 2.15.</p>
2.9	<p><i>Replace the item with the following:</i></p> <p>The Employer does not provide insurance. The Contractor is responsible for providing full insurance cover for the contract.</p>
2.10.5	<p><i>Add the following new clause to Item 2.10:</i></p>

Contractor

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Witness 2

Employer

Witness 1

Witness 2



Clause	Addition or Variation to Standard Conditions of Tender
	A digital copy of the Bill of Quantities in spreadsheet format may be obtained from the Employer's official or the Employer's agent indicated in the tender notice and invitation to tender (section T1.1) upon sufficient notice.
2.11	<i>Add the following:</i> To correct errors made, draw a line through the incorrect entry and write the correct entry above in black ink and place the full signatures of the authorised signatories next to the correct entry.
2.12.1	<i>Add the following:</i> All alternative tender offers shall be referred to in Section T2.2.1 – Alterations to Tender.
2.12.2	<i>Add the following:</i> Should the Tenderer wish to offer alternative designs and/or construction materials, he shall include with these Tender full details thereof, including a complete bill of quantities, formal design calculations, and full details of all alternative components proposed to be included in the Works. Failure to properly comply with this clause, thereby preventing the Employer and/or the Engineer to properly assess the full implications of the alternative tender, is likely to disqualify the alternative offered from further consideration. No submission by the Contractor after award for additional payment or time for completion of Works relating to the alternative offer will be considered, the tendered rates submitted shall be considered to reflect the full and final cost implications of the alternative offer.
2.13	<i>Add the following:</i> No claim will be entertained for faults in the tender price resulting from any discrepancies, omissions or indistinct figures.
2.13.2	<i>Replace the item with the following:</i> Return all volumes of the tender document to the Employer after completion of the relevant sections of each volume in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink. All volumes are to be left intact in their original formats and no pages shall be removed or re-arranged.
2.13.3	<i>Add the following:</i> No copies of the tender offer are required.
2.13.4	<i>Add the following:</i> Only authorised signatories may sign the original and all copies of the tender offer where required in terms of 2.13.3.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Clause	Addition or Variation to Standard Conditions of Tender
2.13.5	<p><i>Add the following:</i></p> <p>The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Tender box location: MUNICIPAL RECEPTION AREA Physical address: MOHOKARE LOCAL MUNICIPALITY MUNICIPAL OFFICE, 1 HOOFD STREET ZASTRON 9950</p> <p>Identification details:</p> <p style="text-align: center;">Bid No. SCM/MOH/14/2024</p> <p style="text-align: center;">RE-ADVERT: THE COMPLETION OF THE ROUXVILLE / ROLELEATHUNYA WATER TREATMENT WORKS (WTW)</p> <p>The name and address of the tenderer shall be entered on the back of the envelope.</p>
2.13.6	<p><i>Add the following:</i></p> <p>A two-envelope procedure will NOT be followed.</p>
2.13.10	<p><i>Add the following new clause to Item 2.13:</i></p> <p>Accept that all conditions, which are printed or written upon any stationery used by the Tenderer for the purpose of or in connection with the submission of a tender offer for this Contract, which are in conflict with the conditions laid down in this document shall be waived, renounced and abandoned.</p>
2.14	<p><i>Add the following:</i></p> <p>The Tenderer is required to enter information in the following sections of the document:</p> <p>Part T2.1 : MBD Forms Part T2.2 : Returnable Documents Part T2.3 : Returnable Schedules Part T2.4 : Checklist Part C1.1 : Form of Offer and Acceptance Part C1.2 : Contract Data (Part 2) Part C2.2 : Bill of Quantities Part C2.3 : Summary of Bill of Quantities</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Clause	Addition or Variation to Standard Conditions of Tender
	<p>The above sections shall be signed by the Tenderer (and witnesses where required). Individual pages should only be initialled by the successful Tenderer and by the witnesses after acceptance by the Employer of the Tender Offer.</p> <p>The Tenderer shall complete and sign the Form of Offer prior to the submission of a Tender Offer.</p> <p>Accept that failure on the part of the Tenderer to submit any one of the Returnable Documents listed in clause 2.23 shall result in a tender offer being regarded as non-responsive.</p> <p>The Schedule of Deviations (if applicable) shall be signed by the successful Tenderer after acceptance by the Employer of the Tender Offer.</p> <p>Accept that the Employer shall in the evaluation of tender offers take due account of the Tenderer's past performance in the execution of similar engineering works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the works successfully within the contract period. Satisfy the Employer and the Engineer as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, and furnish details in section T2 of contracts of a similar nature and magnitude which they have successfully executed in the past.</p> <p>Accept that the Employer is restricted in accordance with clause 5(h) of the Construction Regulations, 2014, to only appoint a contractor whom he is satisfied has the <u>necessary competencies and resources</u> to carry out the work safely.</p>
2.15.1	<p><i>Add the following:</i></p> <p>The closing time and location for the submission of tender offers are:</p> <p>Closing date and time: FRIDAY, 18 OCT 2024 AT 14H00 Location: ZASTRON TOWNHALL MOHOKARE LOCAL MUNICIPALITY MUNICIPAL OFFICE, 1 HOOFD ST ZASTRON 9950</p>
2.16.1	<p><i>Add the following:</i></p> <p>The tender offer validity period is 90 days.</p> <p>If the tender validity expires on a Saturday, Sunday or public holiday, the tender shall remain valid and open for acceptance until the closure of business on the following working day.</p>
2.16.3	<p><i>Add the following:</i></p> <p>Accept that should the Tenderer unilaterally withdraw his tender during this period, the Employer shall, without prejudice to any other rights he may have, be entitled to accept any less favourable tender for the Works from those received, or to call for fresh tenders, or to otherwise arrange for execution of the Works, and the Tenderer shall pay on demand any additional expense incurred by the Employer on account of the adoption of the said courses, as well as either the difference in cost between the tender withdrawn (as corrected in terms of clause 3.9 of the Conditions of Tender) and any less favourable tender accepted by the Employer, or the difference between the tender withdrawn (as corrected) and</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Clause	Addition or Variation to Standard Conditions of Tender
	the cost of execution of the Works by the Employer as well as any other amounts the Employer may have to pay to have the Works completed.
2.18.3	<p><i>Add the following new clause to Item 2.18:</i></p> <p>Accept that if requested, the Tenderer shall within 7 days of the date upon which he is requested to do so, submit a full report from his banker as to his financial standing. The Employer may, in its discretion, and subject to the provisions of Section 4(1)(d) of the State Tender Board Act 86 of 1968, condone any failure to comply with the foregoing condition.</p> <p>Accept that the Employer or his agent, reserves the right to approach the Tenderer's banker or guarantor(s) as indicated in the tender document, or the bankers of each of the individual members of any joint venture that is constituted for purposes of this Contract, with a view to ascertaining the whether required guarantee will be furnished, and for purposes of ascertaining the financial strength of the Tenderer or of the individual member of such venture.</p>
2.22	<p><i>Replace the item with the following:</i></p> <p>Return all retained tender documents prior to the closing time for the submission of Tender Offers.</p>
2.23	<p><i>Add the following:</i></p> <p>The following certificates/information are to be provided with the tender offer:</p> <ul style="list-style-type: none"> (a) Original valid tax clearance certificate (in terms of the Preferential Procurement Regulations, 2011 published in Government Gazette No 34350 dated 8 June 2011), (b) Certified copy of VAT Registration Certificate, (c) Certified copy of Certificate of Incorporation (if tenderer is a Company) (d) Certified copy of Founding Statement (if tenderer is a Closed Corporation) (e) Certified copy of Partnership Agreement (if tenderer is a Partnership) (f) Certified copy of Identity Document (if tenderer is a One-man concern), (g) Joint venture agreement (if the tenderer is a joint venture). (h) Proof of CIDB Registration. A contractor may not undertake, carry out or complete any construction works or portion thereof for public sector contracts, awarded in terms of competitive tender or quotation, unless he or she is registered with the CIDB and holds a valid registration certificate issued by the Board. (i) Original Property Rates & Taxes Clearance Certificate, or a copy of a Valid Lease Agreement (if renting) (j) Previously successfully completed Completion Certificates. (k) Certified copies of Curricula Vitae of all supervisory and safety personnel. (l) Pro-forma Certificate of Insurance cover. (m) Valid certificate of B-BBEE Status Level of Contributor as issued by an accredited body. To be attached to the relevant Form in Part 2.2 Returnable Schedules (n) Certified copy of CSD registration (o) Certified copy three years audited financial statements

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Clause	Addition or Variation to Standard Conditions of Tender
3.	The Employers Undertakings
3.1.1	<p><i>Replace the item with the following:</i></p> <p>Respond to a request for clarification received up to ten working days before the Tender closing time stated in the Tender Data and notify all Tenderers who drew procurement documents within seven working days of the same date.</p>
3.4.1	<p><i>Add the following:</i></p> <p>The time and location for opening of the tender offers are:</p> <p>Closing date and time: FRIDAY, 18 OCT 2024 AT 14H00</p> <p>Location: ZASTRON TOWNHALL MOHOKARE LOCAL MUNICIPALITY MUNICIPAL OFFICE, 1 HOOFD ST ZASTRON 9950</p>
3.5	<p><i>Replace the item with the following:</i></p> <p>A two-envelope procedure will NOT be followed.</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Clause	Addition or Variation to Standard Conditions of Tender			
3.8.3	<p>Add the following new sub item to Item 3.8: Functionality The functionality criteria are as listed in the table below:</p>			
	Criteria	Points Allocated	Weight	Evaluation Indicators
	Number of similar types of projects (Water Treatment works) of R10million or more successfully completed by the contractor. 0 projects 1 project 2 projects 3 projects 4 projects 5 projects and above	0 7 14 21 28 35	35	Provide signed appointment and completion letter of similar projects (Water Treatment works) completed with reference letters of the clients that confirms that project was done. For subcontracting: appointment and completion letter of the main contractor from the client with reference letter of subcontractor Company name must be attached.
	Personnel references (number of water treatment works of R10million or above projects successfully completed by the Contractor Manager with their certified qualification: 0 projects 1 project 2 projects 3 projects 4 projects 5 projects and above	0 3 6 9 12 15	15	Provide the CV of the CM with list of similar projects they have completed and their certified qualifications (minimum N. Diploma and above in Mechanical Engineering or relevant) and must currently be employed by the Bidding company, if not then a letter stating such intent to employ this person, including this person's signature of willingness & acceptance for the intended duration of the project.
	Personnel references (number of water treatment works of R10million or above projects successfully completed by Site Agent with their certified qualifications. 0 projects 1 project 2 projects 3 projects 4 projects 5 projects	0 10 15 20 25 30	30	Provide the CV of the SA with list of similar projects they have completed and their certified qualifications (minimum N. Diploma and above in Mechanical Engineering or relevant) and must currently be employed by the Bidding company, if not then a letter stating such intent to employ this person, including this person's signature of willingness & acceptance for the intended duration of the project.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Clause	Addition or Variation to Standard Conditions of Tender							
	Personnel references (number of water treatment works of R10million or above projects successfully completed by General Foreman with their certified qualifications. 0 projects 1 project 2 projects 3 projects 4 projects 5 projects and above	0 8 11 14 17 20	20	Provide the CV of the GF with list of similar projects they have completed and their certified qualifications (minimum NQF Level 4 or above) and must currently be employed by the Bidding company, if not then a letter stating such intent to employ this person, including this person's signature of willingness & acceptance for the intended duration of the project.				
	<table border="1" style="width: 100%;"> <thead> <tr> <th style="text-align: center;">Description</th> <th style="text-align: center;">Minimum Requirements</th> </tr> </thead> <tbody> <tr> <td>Contracts Manager or Site Manager</td> <td>The Contracts Manager / Site Manager will be required to spend 80% of his time on site</td> </tr> </tbody> </table>				Description	Minimum Requirements	Contracts Manager or Site Manager	The Contracts Manager / Site Manager will be required to spend 80% of his time on site
Description	Minimum Requirements							
Contracts Manager or Site Manager	The Contracts Manager / Site Manager will be required to spend 80% of his time on site							
	<p>The Tenderer must comply with the minimum requirements in accordance with the Functionality Criteria table above and must obtain at least 80 points under the Points Allocation of the Functionality Criteria to qualify.</p> <div style="text-align: center; border: 1px solid black; padding: 10px; width: fit-content; margin: 20px auto;"> $Ps = \frac{So}{Ms} \cdot Ap$ </div> <p>Ps = percentage scored for functionality So = total score of bid/proposal Ms = maximum possible score Ap = percentage allocated for functionality</p>							
3.9	<p><i>Replace the item with the following:</i></p> <p>Check responsive tender offers for arithmetical errors. Correcting arithmetical errors in the following manner:</p>							

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Clause	Addition or Variation to Standard Conditions of Tender
	<p>(a) If a bill of quantities (or schedule of quantities or schedule of rates) applies 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.</p> <p>(b) Where there is an error in the total of the prices, either because of other corrections required by this checking process or in the tenderer's addition of prices, the corrected total of the prices shall govern.</p> <p>(c) Where there is a discrepancy between the amount indicated in the Tenderer's tender offer and the corrected amount obtained after completing the above steps, the corrected amount shall govern.</p> <p>Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.</p>
3.11.3	<p><i>Add the following:</i></p> <p>Up to 10 tender evaluation points may be awarded to tenderers for suitable B-BBEE certification of Status Level of contributor and who are found to be eligible for the preference claimed.</p> <p>Unless stated otherwise, and where not in conflict with this Tender Data, the Preferential Procurement Regulations of the MOHOKARE LOCAL MUNICIPALITY bound in this document as Part T1.4, shall also apply.</p> <p>Only tenders that pass the eligibility criteria shall be evaluated. Evaluation shall be done in terms of Method 2 (Financial Offer and Preferences).</p>
3.11.7	<p><i>Add the following:</i></p> <p>Score the financial offers of remaining responsive tender offers using the following formula: $NFO = W1 \times A$,</p> <p>Where: NFO is the number of tender evaluation points awarded for the financial offer W1 is the maximum possible evaluation points and is equal to 90 A is formula 2, option 1 in Table F.1</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Clause	Addition or Variation to Standard Conditions of Tender
3.11.8	<p><i>Replace the item with the following:</i></p> <p>Scoring preference</p> <p>The tenderer is required to submit a B-BBEE Verification Certificate in accordance with the Construction Sector Codes of Practice promulgated in Gazette 32305 on 5 June 2009 (see relevant form in Returnable Schedules). See also www.sanas.co.za for details of accredited Verification Agencies.</p> <p>Eligibility for preference points is subject to the following conditions:</p> <ul style="list-style-type: none"> (a) A tenderer’s scorecard shall be based on the Construction Sector Codes of Practice promulgated in Government Gazette; and (b) The scorecard shall be submitted as a certificate attached to the relevant page of the Returnable Documents; and (c) The certificate shall have been issued by <ul style="list-style-type: none"> (i) a verification agency accredited by the South African National Accreditation System (SANAS); or (ii) a registered auditor approved by the Independent Regulatory Board of Auditors (IRBA), in accordance with Government Notice 754 issued by the Department of Trade and Industry on 23 September 2011 under Government Gazette 34612; and (d) The date of issue of the certificate must be less than 12 (twelve) months prior to the advertised tender closing date (see Tender Data F.2.15); and (e) Compliance with any other information requested to be attached to the relevant page of the Returnable Documents; and (f) If a tenderer has failed to submit an acceptable Verification Certificate, a period of 24 hours will be granted to re-submit a valid Verification Certificate; and (g) Failure to submit any valid Verification Certificate will result in the award of 0 (zero) points for preference; and (h) In the event of a Joint Venture (JV), a consolidated B-BBEE Verification Certificate in the name of the JV shall be submitted.
3.12	<p><i>Replace the item with the following:</i></p> <p>If requested by any Tenderer, submit for the Tenderers’ information the policies or certificates of insurance (or both) which the conditions of contract identified in the Contract Data require the Employer to provide.</p>
3.13.1	<p><i>Add the following new sub item to Item 3.13:</i></p> <p>A Tender offer will only be accepted on condition that such acceptance is not prohibited in terms of the Municipal Supply Chain Management Regulations published in terms of the Municipal Finance Management Act 56 of 2003.</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Clause	Addition or Variation to Standard Conditions of Tender
3.16	<i>Replace the item with the following:</i> Notice of non-acceptance of tender will not be sent to individual unsuccessful tenderers. Particulars of the accepted tender can be obtained from the Engineer.
3.17	<i>Add the following:</i> The successful tenderer shall receive one copy of the signed contract.

END OF SECTION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



MOHOKARE LOCAL MUNICIPALITY

CONTRACT No SCM/MOH/14/2024

RE-ADVERT:
RE-ADVERT: THE COMPLETION OF THE ROUXVILLE /
ROLELEATHUNYA WATER TREATMENT WORKS (WTW)

PORTION 1: TENDER

PART T1: TENDERING PROCEDURES

PART T1.3: STANDARD CONDITIONS OF TENDER

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



MOHOKARE LOCAL MUNICIPALITY

CONTRACT No SCM/MOH/14/2024

RE-ADVERT: THE COMPLETION OF THE ROUXVILLE / ROLELEATHUNYA WATER TREATMENT WORKS (WTW)

The Standard Conditions of Tender that shall govern, shall be the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity as published in CIDB Board Notice 86 of 2010 and as published in Government Gazette No 33239 of 28 May 2010 as amended and supplemented by the Tender Data in Part T1.2.

The complete extract entitled "Annex F" is bound hereafter into this volume and may not have been edited where found in electronic format by any tender document compiler or tenderer. However, where differences between the original published edition and the edition bound in this document are evident, the original published edition shall govern.

Annex F (Normative)

Standard Conditions of Tender

F.1 General

F.1.1 Actions

F.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. 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, comply with all legal obligations and not engage in anticompetitive practices.

F.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

- Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
- 2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

F.1.1.3 The employer shall not seek, and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

F.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **Conflict of interest** means any situation in which:
 - i) Someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially.
 - ii) An individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) Incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **Comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis
- c) **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 tender process; and
- d) **Fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) **Organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) **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 tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

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

F.1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formalization of a contract. The employer shall not accept or incur any liability to a tenderer 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 tender process or the rejection of all responsive tender offers reissue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



F.1.6 Procurement procedures

F.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

F.1.6.2 Competitive negotiation procedure

F.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

F.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

F.1.6.2.4 The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have been requested to submit their best and final offer.

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

F.1.6.3.2 Option 2

F.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

F.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data and award the contract in terms of these conditions of tender.

F.2 Tenderer's obligations

F.2.1 Eligibility

F.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

F.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



F.2.2 Cost of tendering

Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.

F.2.3 Check documents

Check the tender 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 tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

F.2.5 Reference documents

Obtain, as necessary for submitting a tender 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 tender documents by reference.

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

No insurance will be provided by the Employer.

F.2.10 Pricing the tender offer

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

F.2.10.2 Show VAT payable by the employer separately as an addition to the tendered 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 tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

F.2.11 Alterations to documents

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



F.2.12 Alternative tender offers

F.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

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

F.2.13 Submitting a tender offer

F.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture 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 tender 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 legibly in non-erasable ink.

F.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender 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 tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers 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 tender offer.

F.2.13.5 Seal the original and each copy of the tender 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 tender data, as well as the tenderer's name and contact address.

F.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender 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 tender data, as well as the tenderer's name and contact address.

F.2.13.7 Seal the original tender 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 tender data.

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

F.2.13.9 Accept that tender offers submitted by facsimile or email will be rejected by the employer, unless stated otherwise in the tender data.

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

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

F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



F.2.16 Tender offer validity

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

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

F.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

F.2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

F.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender 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 competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer 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 tender offer, the tenderer's commercial position (including notarized joint venture agreements), referencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer 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 tender offer as nonresponsive.

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 tender 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 tender documents

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

F.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) An individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements.
- b) The new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) In the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, preferences claimed and time for completion for the main tender 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 Were stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

F.3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advice tenderers 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 tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

F.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) Complies with the requirements of these Conditions of Tender,
- b) Has been properly and fully completed and signed, and
- c) Is responsive to the other requirements of the tender documents.

F.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

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

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

F.3.9 Arithmetical errors, omissions and discrepancies

F.3.9.1 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 in words shall govern.

F.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

- a) The gross misplacement of the decimal point in any unit rate;
- b) Omissions made in completing the pricing schedule or bills of quantities; or
- c) Arithmetic errors in:
 - i) Line-item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - ii) The summation of the prices.

F.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

F.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- 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 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 shall be corrected.
- 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 govern, and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total

Contractor

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Employer

Witness 1

Witness 2



of the prices.

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

F.3.11.2 Method 1: Financial offer

In the case of a financial offer:

- Rank tender offers from the most favourable to the least favourable comparative offer.
- Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

F.3.11.3 Methods 2: Financial offer and preference

In the case of a financial offer and preferences:

- Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8.
- Calculate the total number of tender evaluation points (TEV) in accordance with the following formula:

$$TEV = NFO + NP$$

where: NFO is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7; NP is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

- Rank tender offers from the highest number of tender evaluation points to the lowest.
- 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.
- 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 and the process set out in this sub clause is repeated

F.3.11.4 Method 3: Financial offer and quality

In the case of a financial offer and quality:

- Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- Calculate the total number of tender evaluation points (TEV) in accordance with the following formula:

Contractor

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Employer

Witness 1

Witness 2



$$TEV = NFO + NQ$$

Where: NFO is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

NQ is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend 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.
- e) 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 and the process set out in this sub clause is repeated.

F.3.11.5 Method 4: Financial offer, quality and preferences

In the case of a financial offer, quality and preferences:

- a) Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (TEV) in accordance with the following formula, unless otherwise stated in the Tender Data:

$$TEV = NFO + NP + NQ$$

Where: NFO is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

NP is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

NQ is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- 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.
- e) 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 and the process set out in this sub clause is repeated.

F.3.11.6 Decimal places

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

F.3.11.7 Scoring Financial Offers

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

$$NFO = W1 \times A$$

Where: NFO is the number of tender evaluation points awarded for the financial offer.

W1 is the maximum possible number of tender evaluation points awarded for the financial offer as

Contractor

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Employer

Witness 1

Witness 2



stated in the Tender Data.

A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

Table F.1: Formulae for calculating the value of A

Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a
1	Highest price or discount	$A = (1 + \frac{(P - P_m)}{P_m})$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 - \frac{(P - P_m)}{P_m})$	$A = P_m / P$

^a P_m is the comparative offer of the most favourable comparative offer.
 P is the comparative offer of the tender offer under consideration.

F.3.11.8 Scoring preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences. Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

F.3.11.9 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 using the following formula:

$$NQ = W2 \times SO / MS$$

Where: SO is the score for quality allocated to the submission under consideration.

MS is the maximum possible score for quality in respect of a submission; and

W2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data.

F.3.12 Insurance provided by the employer

No insurance will be provided by the Employer.

F.3.13 Acceptance of tender offer

Accept the tender offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the tenderer:

- Is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- Can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- Has the legal capacity to enter into the contract,
- is not 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 any of the foregoing,
- 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.

F.3.14 Prepare contract documents

F.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



as part of the tender documents to take account of:

- 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.

F.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.15 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.3.16 Notice to unsuccessful tenderers

F.3.16.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

F.3.16.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

F.3.17 Provide copies of the contracts

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

F.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

END OF SECTION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



MOHOKARE LOCAL MUNICIPALITY

CONTRACT No SCM/MOH/14/2024

***RE-ADVERT: THE COMPLETION OF THE ROUXVILLE /
ROLELEATHUNYA WATER TREATMENT WORKS***

PORTION 1: TENDER

PART T2: RETURNABLE DOCUMENTS AND SCHEDULES

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



MOHOKARE LOCAL MUNICIPALITY

CONTRACT No SCM/MOH/14/2024

***RE-ADVERT: THE COMPLETION OF THE ROUXVILLE /
ROLELEATHUNYA WATER TREATMENT WORKS (WTW)***

PORTION 1: TENDER

PART T2: RETURNABLE DOCUMENTS AND SCHEDULES

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END OF SECTION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



MOHOKARE LOCAL MUNICIPALITY

CONTRACT No SCM/MOH/14/2024

***RE-ADVERT: THE COMPLETION OF THE ROUXVILLE /
ROLELEATHUNYA WATER TREATMENT WORKS (WTW)***

PORTION 1: TENDER

PART T2: RETURNABLE DOCUMENTS AND SCHEDULES

PART T2.1: MBD FORMS

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



MBD FORMS CHECKLIST

- MBD 1: INVITATION TO BID & COMPANY INFORMATION
- MBD 2: TAX CLEARANCE CERTIFICATE REQUIREMENTS
- MBD 3.1: PRICING SCHEDULE FIRM PRICES (PURCHASES)
- MBD 3.2: PRICING SCHEDULE NON-FIRM PRICES (PURCHASES)
- MBD 3.3: PRICING SCHEDULE (PROFESSIONAL SERVICES)
- MBD 4: DECLARATION OF INTEREST
- MBD 5: DECLARATION FOR PROCUREMENT ABOVE 10 MILLION
- MBD 6.1: PREFERENCE POINTS CLAIM FORM
- MBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
- MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



DECLARATION OF INTEREST

MDB 4

- 1. No bid will be accepted from persons in the service of the state 1.
- 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 authorized representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
- 3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name:

3.2 Identity Number:

3.3 Company Registration Number:

3.4 Tax Reference Number:

3.5 VAT Registration Number:

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

3.6.1 If so, furnish particulars.
.....
.....

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

3.7.1 If so, furnish particulars.
.....
.....

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

3.8.1 If so, furnish particulars.
.....
.....

3.9 Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

YES / NO

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



3.9.1 If so, furnish particulars.

.....

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

3.10.1 If so, furnish particulars.

.....

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

3.11.1 If so, furnish particulars.

.....

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

Full Name	Identity Number	State Employee Number

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



CERTIFICATION

I, THE UNDERSIGNEDCERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

--	--

SIGNED ON BEHALF OF TENDERER

DATE:

--	--

POSITION

NAME OF BIDDER:

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

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

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2



MBD 6.1

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

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS 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 all bids:

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

1.2

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

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) Specific goals

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

1.5

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and Specific Goals must not exceed	100

1.6 Failure on the part of a bidder 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.

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



2. DEFINITIONS

The words in this policy shall bear a meaning as prescribed and/or ascribed by applicable legislation, and in the event of a conflict, the meaning attached thereto by National Legislation shall prevail:

- (a) "Act" means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).
- (b) "Black people" as defined in the Broad-Based Black Economic Empowerment Act, 2003 (Act No 53 of 2003), is a generic term which means Africans, Coloured and Indians.
- (c) "Tender" means a written offer or bid in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services or goods.
- (d) "price" means an amount of money tendered for good or services, and includes all applicable taxes less all unconditional discounts;
- (e) "rand value" means the total estimated value of a contract in rand, calculated at the time of bid tender invitation, and includes all applicable taxes and
- (f) "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 auction.

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR SPECIFICATION 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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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 (80/20 system) (To be completed by the organ of state)
Location Based Within Mohokare Local Municipality: 10 Points Within Xhariep District 6 Points Within Free State: 4 Points Outside Free State: 2 Points	10
B-BBEE Level 1: 10 Points Level 2: 8 Points Level 3: 6 Points Level 4: 4 Points Level 5: 2 Points Level 6: 2 Points Level 7: 2 Points Level 8: 2 Points non-compliant contributor 0 points	10
Total Points Allocated	20

DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.1 Name of company/firm:
- 4.2 VAT registration number:
- 4.3 Company registration number:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



4.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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 audit alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

WITNESSES

.....

.....

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**ATTACH HERETO PROOF OF LOCATION OF OFFICE:
MUNICIPAL STATEMENTS, LEASE AGREEMENT AND
AFFIDAVIT FOR RURAL ENTITIES**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



ATTACH HERETO CERTIFIED B-BBEE CERTIFICATE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	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)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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 *per 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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____ (Bid Number and Description)

in response to the invitation for the bid made by:

_____ (Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- (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.

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.

.....
 Signature

.....
 Date

.....
 Position

.....
 Name of Bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



MOHOKARE LOCAL MUNICIPALITY

CONTRACT No SCM/MOH/14/2024

**RE-ADVERT: THE COMPLETION OF THE ROUXVILLE /
ROLELEATHUNYA WATER TREATMENT WORKS (WTW)**

PORTION 1: TENDER

PART T2: RETURNABLE DOCUMENTS AND SCHEDULES

PART T2.2: RETURNABLE DOCUMENTS

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



MOHOKARE LOCAL MUNICIPALITY

CONTRACT No SCM/MOH/14/2024

RE-ADVERT: THE COMPLETION OF THE ROUXVILLE / ROLELEATHUNYA WATER TREATMENT WORKS (WTW)

PART T2.2: RETURNABLE DOCUMENTS

The tenderer must complete **VOLUME 1: TENDER DOCUMENT** in its entirety.

The documents and schedules the tenderer shall submit with the tender shall include, but not be limited to those set out below.

Documents required for tender evaluation purposes:

- A: Original valid Tax Clearance Certificate (in terms of the Preferential Procurement Regulations, 2011 published in Government Gazette, No 34350, dated 8 June 2011)
- B: Certified copy of VAT Registration Certificate
- C: Certified copy of Certificate of Incorporation (if tenderer is a Company)
- D: Certified copy of Founding Statement (if tenderer is a Closed Corporation)
- E: Certified copy of Partnership Agreement (if tenderer is a Partnership)
- F: Certified copy of Identity Document (if tenderer is a One-man concern)
- G: Joint Venture Agreement (if the tenderer is a joint venture)
- H: Certified copy of CIDB Registration Certificate
- I: Original Property Rates and Taxes Clearance certificate or copy of valid Lease Agreement (if renting)
- J: Previously Successfully Completed Completion Certificates
- K: Certified copies of curricula vitae of all supervisory and safety personnel
- L: Pro-forma Certificate of Insurance Cover.
- M. Certificate of Tenderer's Certified B-BBEE Status Level of Contributor (in terms of the Preferential Procurement Regulations, 2011 published in Government Gazette, No 34350, dated 8 June 2011)
- N Three years audited financial statements.
- O. Proof of Central Supplier Database registration.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



A: ORIGINAL VALID TAX CLEARANCE CERTIFICATE

Attach Original
Certificate

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



B: CERTIFIED COPY OF VAT REGISTRATION CERTIFICATE

Attach Original
Certificate

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



C: CERTIFIED COPY OF CERTIFICATE OF INCORPORATION (if tenderer is a company)

Attach Original
Certificate

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



D: CERTIFIED COPY OF FOUNDING STATEMENT (if tenderer is a closed corporation)

Attach Original
Certificate

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



E: CERTIFIED COPY OF PARTNERSHIP AGREEMENT (if tenderer is a partnership)

Attach Original
Certificate

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



F: CERTIFIED COPY OF IDENTITY DOCUMENT (if tenderer is a one-man concern)

Attach Original
Certificate

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



G: JOINT VENTURE AGREEMENT (if the tenderer is a joint venture)

Attach Original
Certificate

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



H: CERTIFIED COPY OF CIDB REGISTRATION CERTIFICATE

Attach Original
Certificate

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



I: ORIGINAL PROPERTY RATES AND TAXES CLEARANCE CERTIFICATE OR COPY OF VALID LEASE AGREEMENT (if renting)

Attach Original
Certificate

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



J: PREVIOUSLY SUCCESSFULLY COMPLETED COMPLETION CERTIFICATES

Attach Original
Certificate

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



K: CERTIFIED COPIES OF CURRICULA VITAE OF ALL SUPERVISORY AND SAFETY PERSONNEL

Attach Original
Certificate

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



L: PRO-FORMA CERTIFICATE OF INSURANCE COVER

Note to tenderer:

In the event of the tenderer being a joint venture/consortium the following details of the individual members must also be provided after award of Contract.

The tenderer shall provide the following details of this insurance cover:

1. Name of Tenderer:

2. Period of Validity:

3. Value of Insurance:

(a) Insurance for Works and Contractor's Equipment:

Company:

Value:

(b) Insurance for Contractor's Personnel:

Company:

Value:

(c) General Public Liability:

Company:

Value:

(d) South African Special Risks Insurance Association (SASRIA):

Company:

Value:

Tenderer/(Authorised Signatory Signature):

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



M: CERTIFICATE OF TENDERER'S CERTIFIED B-BBEE STATUS LEVEL OF CONTRIBUTOR

Notes to tenderer:

1. The tenderer shall attach to this form a BEE Verification Certificate in accordance with the Construction Sector Codes of Practice promulgated in Gazette 32305 on 5 June 2009 (see F.3.11.8 of the tender data).
2. In the event of a Joint Venture (JV), a consolidated BEE Verification Certificate in the name of the JV shall be attached.
3. The attached Verification Certificate and the associated Assessment Report shall identify:
 - (a) The name and domicilium citandi et executandi of the tenderer.
 - (b) The registration and VAT number of the tenderer.
 - (c) The dates of granting of the BBBEE score and the period of validity.
 - (d) The expiry date of the Verification Certificate.
 - (e) A unique identification numbers
 - (f) The standard and/or normative document, including the issue and/or revision used to evaluate the tenderer.
 - (g) The name and/or mark/logo of the BEE Verification Agency.
 - (h) The category (GENERIC, QSE, Exempt) in which the tenderer has been measured.
 - (i) The broad-based BEE status level.
 - (j) The SANAS logo on the Verification Certificate once verification agencies have been accredited.
 - (k) The BBBEE procurement recognition level.
 - (l) The score achieved per BEE element.
 - (m) The % black shareholding.
 - (n) The % black women shareholding.
 - (o) The % black persons with disabilities
 - (p) The value-added status of the tenderer.
4. The Employer will not be responsible to acquire data that it needs for its own reporting systems and which may not form part of a Verification Agency's standard certificate format. The tenderer, at its own cost, must acquire any missing specified data listed in 3 above from its selected Verification Agency and have it recorded on the certificate. Alternatively, such missing data must be supplied separately, but certified as correct by the same Verification Agency and also attached to this form. Failure to abide by this requirement will result in such a tenderer scoring zero preference.
5. Attached copy of BEE Verification Certificate.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



N: RATES CLEARANCE

PART A (TO BE COMPLETED BY RELEVANT MUNICIPALITY)	
Name of the Municipality: _____	
Property Physical Address: _____	
Company Registration Name: _____	
Official's Name: _____	Municipality Stamp Here
Signature: _____ Contact Details: _____ Date: _____ Please tick whether in arrears or up-to-date Rates and taxes: Up-to-date / in arrears for more than 3 months: R _____	
PART B (TO BE COMPLETED BY THE LANDLORD)	
Name of the Landlord: _____	
Property Physical address: _____	
Company Registration Name: _____	
Landlord Signature: _____	
Date: _____	Landlord's business stamp here Or an Affidavit from SAPS (in the event the landlord does not have A business stamp
Please tick whether up-to-date or in arrears	
Rental: _____	Up-to-date / in arrears for more than 3 months: R _____
Municipal services: _____	Up-to-date / in arrears for more than 3 months: R _____

END OF SECTION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



MOHOKARE LOCAL MUNICIPALITY

CONTRACT No SCM/MOH/14/2024

**RE-ADVERT: THE COMPLETION OF THE ROUXVILLE /
ROLELEATHUNYA WATER TREATMENT WORKS (WTW)**

PORTION 1: TENDER

PART T2: RETURNABLE DOCUMENTS AND SCHEDULES

PART T2.3: RETURNABLE SCHEDULES

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



MOHOKARE LOCAL MUNICIPALITY

CONTRACT No SCM/MOH/14/2024

**RE-ADVERT: THE COMPLETION OF THE ROUXVILLE /
 ROLELEATHUNYA WATER TREATMENT WORKS (WTW)**

PART T2.3: RETURNABLE SCHEDULES

The tenderer must complete the following returnable schedules.

The documents and schedules the tenderer shall submit with the tender shall include, but not be limited to those set out below.

Documents that will become part of the Contract:

INDEX		
Section	Description	Page No
T2.3.1	Alterations by Tenderer	T2.3-3
T2.3.2	Works Previously Executed	T2.3-4
T2.3.3	Present Commitments	T2.3-5
T2.3.4	Supervisory and Safety Personnel	T2.3-6
T2.3.5	Contract Participation Goal (CPG) Schedule	T2.3-7
T2.3.6	Labour Utilisation	T2.3-9
T2.3.7	Compliance with OHSA (Act 85 of 1993)	T2.3-12
T2.3.8	Plant and Equipment	T2.3-13
T2.3.9	Sub-contractors	T2.3-14
T2.3.10	Site Inspection Certificate	T2.3-15
T2.3.11	Authority of Signatory	T2.3-16
T2.3.12	Prospective tenders registration form/Change of registration form.....	T2.3-17
T2.3.13	Joint Venture Agreement.....	T2.3-19
T2.3.14	Affidavit.....	T2.3-21
T2.3.15	Declaration of Interest.....	T2.3-24
T2.3.16	Banking Details	T2.3-25

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



T2.3.17 Rates for Special Materials..... T2.3-28

T2.3.1: ALTERATIONS BY TENDERER

Should the Tenderer desire to make any departures from or modifications to the General or Special Conditions of Contract, the Specifications, the Schedule of Quantities or the Drawings, or to qualify his/her tender in any way, he/she shall set out his/her proposals clearly hereunder or alternatively state them in a covering letter attached to his tender and referred to hereunder, failing which the tender will be deemed to be unqualified.

Page	Clause or Item

SIGNATURE OF TENDERER: DATE:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



T2.3.2: WORKS PREVIOUSLY EXECUTED

The following is a statement of major works successfully executed by myself/ourselves in recent years:

Employer	Engineer *	Nature of Works	Value of Works	Duration and Completion Date

Failure to detail the required information, shall signify that the tender is submitted by an inexperienced tenderer.

SIGNATURE OF TENDERER: DATE:

*State firm, contact person and telephone number.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



T2.3.3: PRESENT COMMITMENTS

Employer	Consulting Engineer *	Nature of Works	Value of Works	Duration and Completion Date

SIGNATURE OF TENDERER:

DATE:

*State firm, contact person and telephone number.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



T2.3.4: SUPERVISORY AND SAFETY PERSONNEL

PREVIOUS EXPERIENCE ON WORKS OF A SIMILAR NATURE DURING THE LAST FIVE YEARS

Name	% Time on Site	Position (Current)	Service (Years)	Name of Project And year executed	Value of Works	Position Occupied
Contracts Manager						
Contractor's Site Agent						
Contractor's Foremen						
Construction Health and Safety Officer						

Tenderers shall indicate the percentage of working time these persons will be engaged on site. Tenderers are required to provide copies of curriculum vitas of all supervisory and safety personnel.

SIGNATURE OF TENDERER: DATE:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



T2.3.5: CONTRACT PARTICIPATION GOAL (CPG) SCHEDULE: PARTICIPATION OF TARGETED LABOUR

1. DEFINITIONS

The following definitions shall apply to this schedule:

1.1 Targeted labour

Individuals, employed by the Contractor or approved SMME/ABE subcontractors in the performance of the contract, who are defined as the target group in the contract and who permanently reside in the target area or who are recognized as being residents of the target area on the basis of identification and association with and recognition by the residents of the target area.

1.2 Target Group

For this project the contract does not specify the target group based on gender, age or disability. However, specifically excluded from the Target Group is the Contractor's own staff, unless such staff are also from the Target Area.

1.3 Target Area

The target area is defined as the area resorting under the MOHOKARE LOCAL MUNICIPALITY areas, in which the project is located.

2. CONDITIONS ASSOCIATED WITH THE GRANTING OF CPG CREDITS

The Tenderer, undertakes to:

- (1) engage Targeted Labour in accordance with the provisions of the SANS 1914-5 as varied in Section 3 hereunder.
- (2) accept the sanctions set out in Section 4 below should such conditions be breached; and
- (3) complete the Tendered Contract Participation Goal contained in section 5 of this schedule.

3. VARIATIONS TO THE TARGETED CONSTRUCTION PROCUREMENT SPECIFICATION SANS 1914-5

The variations to SANS 1914-5 are set out below. Should any requirements of the variations conflict with requirements of SANS 1914-5, the requirements of the variations shall prevail:

- 3 Requirements
- 3.1 Contract participation goal

ADD THE FOLLOWING TO 3.1.1:

"Targeted labour shall be engaged in the performance of the contract to the value of % (insert %) of the Net Amount as defined in 2.6 of SANS 1914-5."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



4. SANCTIONS

If the Tenderer fails to substantiate that any failure to achieve the Contract Participation Goal was due to quantitative under runs, the elimination of items, or any other reason beyond the Contractor’s control which may be acceptable to the Employer, it shall be liable to pay to the Employer a financial penalty calculated in the following manner:

$$P = 1.0 \times \frac{(D - Do)}{(100)} \times NA$$

where:

- D = tendered Contract Participation Goal percentage
- Do = the Contract Participation Goal which the Employer’s representative based on the credits passed, certifies as being achieved upon completion of the Contract
- NA = Net Amount (Actual contract expenditure, excluding VAT)
- P = Rand value of penalty payable.

5. TENDERED CONTRACT PARTICIPATION GOAL (minimum set-aside on this contract is 7.5%)

I/we hereby tender a Contract Participation Goal of % for the Participation of Targeted Labour.

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the tenderer, confirms that he/she understands the conditions under which such Contract Participation Goal is approved and confirms that the tender satisfies the conditions pertaining to the Contract Participation Goal for the Participation of Targeted Enterprises.

SIGNATURE: NAME:

DULY AUTHORISED TO SIGN ON BEHALF OF CONTRACTOR:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



T2.3.6: LABOUR UTILISATION

Labour Categories - Definitions

NOTE: These definitions serve as a guideline to complete the following table and will in no respect alter the Project Specifications or Standardised Specifications.

1. General Foreman/Foreman

An employee who gives out work to and directly co-ordinates and supervises employees. His/her duties encompass any one or more of the following activities:

- (a) Supervision
- (b) Maintaining discipline
- (c) Ensuring safety on the workplace
- (d) Being responsible to the Contractor for efficiency and production for his/her portion of the works
- (e) Performing skilled work, whether in an instructional capacity or otherwise.

2. Charge hand

An employee engaged in any one or more of the following activities:

- (a) Being primarily employed in a supervisory capacity, but who may also be doing the work of an artisan
- (b) Giving out work to other employees under his/her control and supervision
- (c) Ensuring safety on the workplace
- (d) Maintaining discipline
- (e) Being directly responsible to a general foreman or foreman or the Contractor or the Contractor's representative for efficiency and production for his/her portion of the works.

3. Artisan

An employee who has successfully completed all prescribed courses at a practical institutional training centre for a particular trade and who has successfully completed the on-site period of training as prescribed and who has successfully passed the prescribed trade tests.

4. Team Leader

An employee engaged in any one or more of the following activities:

- (a) Being employed in a supervisory capacity, but who may also be doing the work of a skilled person
- (b) Giving out work to other employees under his control and supervision
- (c) Maintaining discipline

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- (d) Being directly responsible to a Charge hand or a foreman or a general foreman or the employer's authorised representative for efficiency and production for his portion of the works.

5. Skilled Employee

An employee engaged in an ancillary trade or an assistant artisan.

6. Semi-Skilled Employee

An employee with any specified skills, an apprentice or a trainee-artisan.

7. Unskilled Employee

An employee engaged on any task or operation not specified above.

8. Imported Employee

Personnel permanently employed by Contractor.

9. Local Employee

Temporary workforce employed through Labour Desk.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



MAN DAYS

Categories	No. of Man Days	
	Imported	Local
1. Contracts Manager		
2. Site Agent		
3. Foreman/Supervisors (specify type)		
3.1		
3.2		
3.3		
4. Safety Inspectors (specify type)		
4.1		
4.2		
5. Charge hands		
6. Artisans		
7. Operators/Drivers		
8. Clerks/Storeman		
9. Team Leader		
10. Skilled Labour		
11. Semi-skilled Labour		
12. Unskilled Labour		

SIGNATURE OF TENDERER: DATE:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



T2.3.7: COMPLIANCE WITH OHSA (ACT 85 OF 1993)

Tenderers are required to satisfy the Employer and the Engineer as to their ability and available resources to comply with the above by answering the following questions and providing the relevant information required below.

1. Is the Contractor familiar with the OHSA (ACT 85 OF 1993) and its Regulations? YES / NO
2. Who will prepare the Contractors Health and Safety Plan? (Provide a copy of the person/s curriculum vitae/s or company profile).
.....
3. Does the Contractor have a health and safety policy? (If yes, provide a copy). How is this policy communicated to all employees? YES / NO
.....
4. Does the Contractor keep records of safety aspects of each construction site? If yes, what records are kept? YES / NO
.....
5. Does the Contractor conduct monthly safety meetings? If yes, who is the chairperson of the meeting, and who attends these meetings? YES / NO
.....
6. Does the Contractor have a safety officer in his employment, responsible for the overall safety of his company? If yes, please explain his duties and provide a copy of his CV. YES / NO
.....
.....
7. Does the Contractor have trained first aid employees? If yes, indicate who. YES / NO
.....
8. Does the Contractor have a safety induction training programme in place? (If yes, provide a copy). YES / NO

SIGNATURE OF TENDERER: DATE:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



T2.3.8: PLANT AND EQUIPMENT

1. Major Plant and Equipment available for this Contract:

Quantity	Size, Description, Capacity, etc

2. Major Plant and Equipment that will be acquired for this contract if my/our tender is accepted:

Quantity	Size, Description, Capacity, etc

SIGNATURE OF TENDERER: DATE:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



T2.3.9: SUB-CONTRACTORS

The tenderer shall list below any subcontractors he/she intends to employ to carry out part(s) of the Works.

The acceptance of this tender shall not be construed as being approval of all or any of the listed subcontractors. Should any or all of the subcontractors be not approved subsequent to the acceptance of the tender, it shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding in the event of a subcontractor not listed below being approved by the Employer.

Company	Portion of Contract	Approx. Value

SIGNATURE OF TENDERER: DATE:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



T2.3.10: SITE INSPECTION CERTIFICATE

As required by Clause 2.7 of the Tender Data, I/we certify that I/we have visited the site of the Works and attended the compulsory site visit and clarification meeting on the date certified below.

I/we further certify that I am/we are satisfied with the description of the Work and the explanations given by the Engineer at the site visit and clarification meeting.

SIGNATURE OF TENDERER: DATE:

Site Visit

This will certify that
representing
attended a Site Inspection for this Contract on 20.....

FOR THE ENGINEER: (signed)

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



T2.3.11 AUTHORITY OF SIGNATORY

With reference to Clause 2.13.4 of the Tender Data, Part T1.1, I/we herewith certify that this tender is submitted by: *(Mark applicable block)*

- (a) A company, and attach hereto a certified copy of the required resolution of the Board of Directors
- (b) A partnership, and attach hereto a certified copy of the required resolution by all partners
- (c) A close corporation, and attach hereto a certified copy of the required resolution of the Board of Officials
- (d) A one-man business, and attach hereto certified proof that I am the sole owner of the business submitting this tender
- (e) A joint venture, and attach hereto:
 - An notarially certified copy of the original document under which the joint venture was constituted
 - Certified authorisation by the participating members of the undersigned to submit tenders and conclude contracts on behalf of the joint venture

SIGNATURE OF TENDERER: DATE:.....

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



T2.3.12: PROSPECTIVE TENDERER'S REGISTRATION FORM /CHANGE OF REGISTRATION FORM

The Main Tenderers, Subcontractors or Joining Entities listed in Table 1 of the Schedule No 7 must complete this form even though they must register as a Registered Tenderer separately.

All Tenderers (Main Contractor, Subcontractors or Joining Entities) intending to tender, or a Registered Tenderer whose registration information has changed in the meantime, must complete this form and submit it to the client not later than 7 days before the closing of the relevant tender.

* **Complete in full (indicate N/A where not available or applicable) and indicate if the information is submitted for the first time (F), it is unchanged (U) or has changed (C) since the previous submission.**

- Name of Business (or person, in case of goods/services provided by a person):
..... ()*
- Official physical address of business, e-mail, telephone and fax numbers:
Address: ()*
e-mail: ()*
Telephone: ()*
Fax: ()*
- Electricity account no. if a local business: ()*
- Type of business (Company, cc, etc): ()*
- Main business activity (Stationary Dealer, Building Contractor, etc):
..... ()*
- Estimated annual turnover (to remain confidential): R..... ()*
- Full name of controlling shareholder if not a one-man business (to remain confidential):
..... ()*

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



- Equity held by HDI's in the above-mentioned business:

Full Name	ID No	Race	Sex (M/F)	Age	Disability Status	Personal Tax No	Equity Ownership %

I, the owner/manager of the above-mentioned business declare that the above-mentioned information is complete and correct, and that I am fully aware of the penalty that will apply if the tenders are allocated to the above-mentioned business on its own or as a joining entity, based on wrong information submitted above.

SIGNATURE OF TENDERER:

DATE:

Contractor
 Witness 1
 Witness 2
 Employer
 Witness 1
 Witness 2



T2.3.13: JOINT VENTURE AGREEMENT

The following legal business entities agree to deliver the services and/or goods as required under this Contract as a Joint Venture as follows:

Name and Addresses of Joint Venture:

.....

.....

Consisting of the following businesses (Joining Entities)

NAME JOINING ENTITY	TAX No	PROPORTIONAL PAYMENT THAT WILL BE RECEIVED UNDER THIS CONTRACT
.....%
.....%
.....%
.....%
.....%

The above-mentioned Joint venture will execute the Contract under the management of (full name)

.....

who is an employee of (name of joining entity) ;

and in accordance with any further agreements as attached to this document, titled

and dated (if applicable).

Bank guarantees and retention money (where required) will be provided or paid by (name of joining entity)

who will be responsible for the fulfilment of the retention obligations (where required) asset out in the Contract Document.

.....

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



Signed by the duly authorized representatives of the above-mentioned Joint Entities:

JOINING ENTITY AND POSITION	FULL NAME (Position)	SIGNATURE	DATE
.....
.....
.....
.....
.....
WITNESSES:	1.
	2.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



T2.3.14: AFFIDAVIT

Affidavit to be completed by every member of a company, closed corporation, trust, partnership or other business entity, claiming preference points regarding their HDI-status:

1. I, the undersigned, hereby
(Full name and surname)

certify that I am a of the tenderer.
(Member, Director, Partner, Owner)

2. I furthermore certify that I personally hold% (per cent) equity shares in the above mentioned business venture and are actively involved in the management and control of the business.

Signed at on this day of20.....

.....
SIGNATURE

I certify that the deponent has acknowledge that he/she knows and understands the contents of this declaration.

This declaration has been sworn/affirmed before me at

on this day of20.....

.....
COMMISSIONER OF OATHS

STAMP:

I, THE UNDERSIGNED, ACTING IN MY CAPACITY AS
THE COMPANY/CORPORATION/BUSINESS VENTURE:

.....
Hereby gives MOHOKARE LOCAL MUNICIPALITY and its delegates the right to inspect any documents in our possession pertaining to the verification of information reflecting the equity held in our company/corporation/ business venture.

Signed at on this day of20.....

.....
SIGNATURE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



T2.3.14: AFFIDAVIT

Affidavit to be completed by every member of a company, closed corporation, trust, partnership or other business entity, claiming preference points regarding their HDI-status:

1. I, the undersigned, hereby
(Full name and surname)

certify that I am a of the tenderer.
(Member, Director, Partner, Owner)

2. I furthermore certify that I personally hold% (per cent) equity shares in the above mentioned business venture and are actively involved in the management and control of the business.

Signed at on this day of20.....

.....
SIGNATURE

I certify that the deponent has acknowledge that he/she knows and understands the contents of this declaration.

This declaration has been sworn/affirmed before me at

on this day of20.....

.....
COMMISSIONER OF OATHS

STAMP:

I, THE UNDERSIGNED, ACTING IN MY CAPACITY AS
THE COMPANY/CORPORATION/BUSINESS VENTURE:

.....
Hereby gives MOHOKARE LOCAL MUNICIPALITY and its delegates the right to inspect any documents in our possession pertaining to the verification of information reflecting the equity held in our company/corporation/ business venture.

Signed at on this day of20.....

.....
SIGNATURE

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



T2.3.14: AFFIDAVIT

Affidavit to be completed by every member of a company, closed corporation, trust, partnership or other business entity, claiming preference points regarding their HDI-status:

1. I, the undersigned hereby
(Full name and surname)

certify that I am a of the tenderer.
(Member, Director, Partner, Owner)

2. I furthermore certify that I personally hold% (per cent) equity shares in the above mentioned business venture and are actively involved in the management and control of the business.

Signed at on this day of20.....

.....
SIGNATURE

I certify that the deponent has acknowledge that he/she knows and understands the contents of this declaration.

This declaration has been sworn/affirmed before me at

on this day of20.....

.....
COMMISSIONER OF OATHS

STAMP:

I, THE UNDERSIGNED, ACTING IN MY CAPACITY AS
THE COMPANY/CORPORATION/BUSINESS VENTURE:

.....
Hereby gives MOHOKARE LOCAL MUNICIPALITY and its delegates the right to inspect any documents in our possession pertaining to the verification of information reflecting the equity held in our company/corporation/business venture.

Signed at on this day of20.....

.....
SIGNATURE

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



T2.3.15: DECLARATION OF INTEREST

Tenderers are to satisfy the Employer and the Engineer to their independence of service in the state as well as proof prohibiting them from doing business with the private sector by answering the following questions and providing the relevant confirmation required below:

	<u>YES</u>	<u>NO</u>
(1) Whether he/she is in the service of the state, or has been in the service of the state in the previous twelve months	<input type="checkbox"/>	<input type="checkbox"/>
(2) In the event that the provider is not a natural person, whether any of its directors, principal shareholders or stakeholders is in the service of the state, or has been in the service of the state in the previous twelve months	<input type="checkbox"/>	<input type="checkbox"/>
(3) Whether a spouse, child or parent of the provider or of a director, manager, shareholder or stakeholder referred to above is in the service of the state, or has been in the service of the state in the previous twelve months	<input type="checkbox"/>	<input type="checkbox"/>
(4) Proof that his name does not appear on a database maintained by the national treasury as a person prohibited from doing business with the private sector	<input type="checkbox"/>	<input type="checkbox"/>

SIGNATURE OF TENDERER: DATE:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



MOHOKARE LOCAL MUNICIPALITY

CONTRACT No SCM/MOH/14/2024

***RE-ADVERT: THE COMPLETION OF THE ROUXVILLE /
ROLELEATHUNYA WATER TREATMENT WORKS (WTW)***

T2.3.16: BANKING DETAILS

Bank Name:.....

Account Holder's Name:.....

Account Number:.....

Branch Code:.....

Contact Person:.....

Contact Number:.....

SIGNATURE OF TENDERER:.....

SIGNED ON BEHALF OF:

DATE:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



MOHOKARE LOCAL MUNICIPALITY

CONTRACT No SCM/MOH/14/2024

***RE-ADVERT: THE COMPLETION OF THE ROUXVILLE /
 ROLELEATHUNYA WATER TREATMENT WORKS (WTW)***

T2.3.18: RATES FOR SPECIAL MATERIALS

Each material dealt with as a special material in terms of sub clause 49(3) of the general conditions of contract is stated in the list below. The provisions of the contract price adjustment schedule of the general conditions of contract shall apply to such special materials. The rates and prices for the special materials shall be furnished by the tenderer, which rates and prices shall not include VAT but shall include all other obligatory taxes and levies.

SPECIAL MATERIAL	UNIT	DELIVERY BULK/CONTAINER	RATE OR PRICE FOR THE BASE MONTH
Steel reinforcement	tonne		

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

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

END OF SECTION

Contractor
 Witness 1
 Witness 2
 Employer
 Witness 1
 Witness 2



MOHOKARE LOCAL MUNICIPALITY

CONTRACT No SCM/MOH/14/2024

***RE-ADVERT: THE COMPLETION OF THE ROUXVILLE /
ROLELEATHUNYA WATER TREATMENT WORKS (WTW)***

PORTION 1: TENDER

PART T2: RETURNABLE DOCUMENTS AND SCHEDULES

PART T2.4: CHECKLIST

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



CHECKLIST

The following information MUST be completed in full and/or attached to the tender document:

DESCRIPTION	SECTION	PLEASE TICK :		OUTCOME IF NOT COMPLIED WITH
		COMPLETED/ ATTACHED	NOT COMPLETED/ ATTACHED	
Original Valid Tax Clearance Certificate	Part T2 Section T2.1.3	<input type="checkbox"/>	<input type="checkbox"/>	No contract shall be awarded upon failure to submit an original Tax Clearance Certificate certifying that the taxes of that person to be in order or that suitable arrangements have been made with SARS
Certified copy of VAT registration Certificate (if VAT Registration number is not indicated on Tax Clearance Certificate)	Part T2 Section T2.1.4	<input type="checkbox"/>	<input type="checkbox"/>	No contract shall be awarded upon failure to submit a VAT registration Number
Certified copy of Certificate of Incorporation (if tenderer is a Company)	Part T2 Section T2.1.5	<input type="checkbox"/>	<input type="checkbox"/>	Non-responsive, tender eliminated
Certified copy of Founding Statement (if tenderer is a Closed Corporation)	Part T2 Section T2.1.6	<input type="checkbox"/>	<input type="checkbox"/>	Non-responsive, tender eliminated
Certified copy of Partnership Agreement (if tenderer is a Partnership)	Part T2 Section T2.1.7	<input type="checkbox"/>	<input type="checkbox"/>	Non-responsive, tender eliminated
Certified copy of Identity Document (if tenderer is a One-man concern)	Part T2 Section T2.1.8	<input type="checkbox"/>	<input type="checkbox"/>	Non-responsive, tender eliminated
Joint Venture Agreement (if the tenderer is a joint venture)	Part T2 Section T2.1.9	<input type="checkbox"/>	<input type="checkbox"/>	Non-responsive, tender eliminated
Certified copy of CIDB Registration Certificate	Part T2 Section T2.1.10	<input type="checkbox"/>	<input type="checkbox"/>	Non-responsive, tender eliminated
Original Property Rates and Taxes clearance certificate or copy of valid Lease Agreement (if renting)	Part T.2 Section T2.1.11	<input type="checkbox"/>	<input type="checkbox"/>	No contract shall be awarded upon failure to provide the required information
Original Bank Rating Certificate	Part T.2 Section T2.1.12	<input type="checkbox"/>	<input type="checkbox"/>	Non-responsive, tender eliminated
Certified copies of Curricula Vitae of all Supervisory and Safety personnel	Part T.2 Section T2.1.13	<input type="checkbox"/>	<input type="checkbox"/>	Non-responsive, tender eliminated

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



DESCRIPTION	SECTION	PLEASE TICK :		OUTCOME IF NOT COMPLIED WITH
		COMPLETED/ ATTACHED	NOT COMPLETED/ ATTACHED	
Form of Offer	Part C1.1.2	<input type="checkbox"/>	<input type="checkbox"/>	Non responsive, tender eliminated
Schedule of Quantities (ALL items in black ink)	Part C2.2	<input type="checkbox"/>	<input type="checkbox"/>	Refer to pricing Instructions
Summary of Schedules	Section C2.3	<input type="checkbox"/>	<input type="checkbox"/>	Refer to pricing Instructions
Alterations by Tenderer	Section T2.3.1	<input type="checkbox"/>	<input type="checkbox"/>	
Works Previously Executed	Section T2.3.2	<input type="checkbox"/>	<input type="checkbox"/>	Regarded as tender with no experience
Present Commitments	Section T2.3.3	<input type="checkbox"/>	<input type="checkbox"/>	Regarded as tender with no experience
Supervisory Personnel	Section T2.3.4	<input type="checkbox"/>	<input type="checkbox"/>	No designated personnel, possible experience risk
Contract Participation Goal (CPG) Schedule	Section T2.3.5	<input type="checkbox"/>	<input type="checkbox"/>	Non responsive, tender eliminated
Labour Utilisation	Section T2.3.6	<input type="checkbox"/>	<input type="checkbox"/>	Regarded as tenderer with limited experience and understanding of contract scope
Compliance with OHSA (Act 85 of 1993)	Section T2.3.7	<input type="checkbox"/>	<input type="checkbox"/>	Regarded as a tenderer with limited ability and available resources to comply with the OHSA act
Plant and Equipment	Section T2.3.8	<input type="checkbox"/>	<input type="checkbox"/>	Regarded as tenderer with limited experience and understanding of contract scope
Sub-contractors	Section T2.3.14	<input type="checkbox"/>	<input type="checkbox"/>	All work to be carried out by main Contractor or joint entity
Site Inspection Certificate	Section T2.3.15	<input type="checkbox"/>	<input type="checkbox"/>	Non responsive, tender eliminated
Authority of Signatory & Certified Resolution	Section T2.3.16	<input type="checkbox"/>	<input type="checkbox"/>	Non responsive, tender eliminated
Business Registration Form/Change of Registration Form	Section T2.3.17	<input type="checkbox"/>	<input type="checkbox"/>	No contract shall be awarded upon failure to complete the registration form

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



DESCRIPTION	SECTION	PLEASE TICK :		OUTCOME IF NOT COMPLIED WITH
		COMPLETED/ ATTACHED	NOT COMPLETED/ ATTACHED	
Joint Venture Form (if the tenderer is a joint venture)	Section T2.3.18	<input type="checkbox"/>	<input type="checkbox"/>	Non-responsive, tender eliminated
Preferential Procurement (To be completed in full with values for EP & NEP)	Section T2.3.19	<input type="checkbox"/>	<input type="checkbox"/>	Tenderer not tendering for equity ownership points
Affidavit (3 Copies)	Section T2.3.23	<input type="checkbox"/>	<input type="checkbox"/>	Tenderer not tendering for equity ownership points
Declaration of Interest	Section T2.3.26	<input type="checkbox"/>	<input type="checkbox"/>	Non-responsive, tender eliminated
Bank Details (completed in full)	Section T2.3.27	<input type="checkbox"/>	<input type="checkbox"/>	Information or bank history not available. (Evaluated as possible risk)
Rates for Special Materials	Section T2.3.28	<input type="checkbox"/>	<input type="checkbox"/>	Non-responsive, tender eliminated

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Reasons for non-compliance:

.....
.....

Contact Details:

Office Phone No:

Office Fax No:

Cell phone No:

.....
NAME IN CAPITAL (BLOCK) LETTERS

.....
SIGNATURE

END OF SECTION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



MOHOKARE LOCAL MUNICIPALITY

CONTRACT No SCM/MOH/14/2024

***RE-ADVERT: THE COMPLETION OF THE ROUXVILLE /
ROLELEATHUNYA WATER TREATMENT WORKS (WTW)***

PORTION 2: CONTRACT

PART C1: AGREEMENTS AND CONTRACT DATA

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



MOHOKARE LOCAL MUNICIPALITY

CONTRACT No SCM/MOH/14/2024

RE-ADVERT: THE COMPLETION OF THE ROUXVILLE / ROLELEATHUNYA WATER TREATMENT WORKS (WTW)

PART C1: AGREEMENTS AND CONTRACT DATA

CONTENTS

<u>Section</u>	<u>Description</u>	<u>Page No</u>
PART C1.1	FORM OF OFFER AND ACCEPTANCE.....	C1.1-1 to 5
PART C1.2	CONTRACT DATA.....	C1.2-1 to 15
	PART 1: Data provided by Employer.....	C1.2-2 to 14
	PART 2: Data provided by Contractor	C1.2-15 to 15
PART C1.3	Form of Guarantee.....	C1.3-1 to 4
PART C1.4	Ministerial Determination - Special Public Works Programmes	C1.4-1 to 10
PART C1.5	Health and Safety Specifications by Employer.....	C1.5-1 to 36

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



MOHOKARE LOCAL MUNICIPALITY

CONTRACT No SCM/MOH/14/2024

***RE-ADVERT: THE COMPLETION OF THE ROUXVILLE /
ROLELEATHUNYA WATER TREATMENT WORKS (WTW)***

PORTION 2: CONTRACT

PART C1: AGREEMENTS AND CONTRACT DATA

PART C1.1: FORM OF OFFER AND ACCEPTANCE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



MOHOKARE LOCAL MUNICIPALITY

CONTRACT No SCM/MOH/14/2024

RE-ADVERT: THE COMPLETION OF THE ROUXVILLE / ROLELEATHUNYA WATER TREATMENT WORKS (WTW)

PART C1.1: FORM OF OFFER AND ACCEPTANCE

OFFER

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

**CONTRACT No SCM/MOH/14/2024 – RE-ADVERT: THE COMPLETION OF THE ROUXVILLE /
ROLELEATHUNYA WATER TREATMENT WORKS (WTW)**

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

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

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

AMOUNT	AMOUNT IN WORDS
R	

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

SIGNATURES:

NAME(S):

CAPACITY:

FOR THE TENDERER:.....

(Name and address of organisation)

NAME AND SIGNATURE OF WITNESS: DATE:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the, Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement, between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract, are contained in:

Part T1	Tendering Procedures
Part T2	Returnable Documents and Schedules
Part C1	Agreements and Contract Data, (which includes this Agreement)
Part C2	Pricing Data
Part C3	Scope of Work
Part C4	Site Information
Part C5	Annexures

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

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

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

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

SIGNATURES:

NAME(S):

CAPACITY:

FOR THE TENDERER:.....
(Name and address of organisation)

NAME & SIGNATURE OF WITNESS: DATE:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



T2.2.19: SCHEDULE OF DEVIATIONS

Notes:

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

4.1 Subject

Details

4.2 Subject.....

Details

4.3 Subject.....

Details

4.4 Subject.....

Details

4.5 Subject.....

Details

4.6 Subject.....

Details

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



FOR THE TENDERER:

SIGNATURES:

NAME(S):

CAPACITY:

FOR THE TENDERER:.....

(NAME AND ADDRESS OF ORGANISATION)
(Name and address of organisation)

NAME & SIGNATURE OF WITNESS:.....

DATE

FOR THE EMPLOYER:

SIGNATURES:

NAME(S):

CAPACITY:

FOR THE EMPLOYER:

(NAME AND ADDRESS OF ORGANISATION)
(Name and address of organisation)

NAME & SIGNATURE OF WITNESS:.....

DATE

END OF SECTION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



MOHOKARE LOCAL MUNICIPALITY

CONTRACT No SCM/MOH/14/2024

***RE-ADVERT: THE COMPLETION OF THE ROUXVILLE /
ROLELEATHUNYA WATER TREATMENT WORKS (WTW)***

PORTION 2: CONTRACT

PART C1: AGREEMENTS AND CONTRACT DATA

PART C1.2: CONTRACT DATA

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



MOHOKARE LOCAL MUNICIPALITY

CONTRACT No SCM/MOH/14/2024

RE-ADVERT: THE COMPLETION OF THE ROUXVILLE / ROLELEATHUNYA WATER TREATMENT WORKS (WTW)

PART C1.2: CONTRACT DATA

GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works, Third Edition (2015), published by the South African Institution of Civil Engineering, is applicable to this Contract.

The General Conditions of Contract are not bound into this document but are available at the Contractor's expense from the Secretary of the South African Institution of Civil Engineering, Private Bag X200, Halfway House, Midrand, 1685 or www.saice.org.za.

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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



CONTRACT DATA

In terms of clause 1.1.1.8 of the General Conditions of Contract for Construction Works, Third Edition (2015), the following contract specific data, referring to the General Conditions of Contract for Construction Works, Third Edition (2015) are applicable to this Contract:

The Contract Data consists of two parts. Part 1 contains information provided by the Employer, while Part 2 contains information to be provided by the Contractor.

Part 1: Data provided by the Employer.

Item	Clause	Entry
Certificate of Completion	1.1.1.3	Delete the contents of the clause and insert the following: "Certificate of Completion" means the certificate issued by the Employer's Agent stating the date on which completion of the Works was achieved. Certificates of Completion will not be issued for portions or phases of the Works.
Defects Liability Period	1.1.1.13	The Defects Liability Period is 12 months.
Due Completion Date	1.1.1.14	The time for achieving Practical completion, calculated from Commencement Date is as stipulated in the Form and Offer and front Page by the Tenderer. Add the following to the clause: "This clause shall apply mutatis mutandis to any portion or phase of the Works that may be described in the Scope of Works or in the Contract Data, or agreed subsequently between the Contractor and the Employer, and committed to writing."
Employer's Name	1.1.1.15	Mohokare Local Municipality
Employers Agent's Name	1.1.1.16	Proper Consulting Engineers (PTY) LTD
Pricing Strategy	1.1.1.26	Pricing Strategy is re-measurable
Delivery of Notices	1.2.1	Add the following to the clause: 1.2.1.3 Sent by facsimile, electronic or any like communication irrespective of it being during office hours or otherwise. 1.2.1.4 Posted to the Contractor's address and delivered by the postal authorities. 1.2.1.5 Delivered by a courier service or messenger and signed for by the recipient or his representative.
Employer's Address	1.2.1.2	MOHOKARE LOCAL MUNICIPALITY Directorate Infrastructural Services 1 HOOFD STREET ZASTRON 9950

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Item	Clause	Entry
Employers Agent's Address	1.2.1.2	<p><u>Postal Address:</u> P O Box 26415 LANGENHOVENPARK 9330</p> <p><u>Physical Address:</u> Plot 35, Frans Kleynhans Road GROENVLEI BLOEMFONTEIN 9300</p>
<i>Ambiguity or Discrepancy</i>	2.4.1	<p>Delete the contents of the clause and insert the following:</p> <p>The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence, listed from highest to lowest priority:</p> <ul style="list-style-type: none"> a) Form of Offer and Acceptance b) Contract Data c) General Conditions of Contract d) Drawings e) Variations and Additional Clauses to Particular Specifications and Standard Specifications f) Particular Specifications g) Standard Specifications h) Bill of Quantities i) Any other documents forming part of the Contract. <p>If an ambiguity or discrepancy between the documents is found, the Employer's Agent shall provide the necessary clarification or instruction.</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Item	Clause	Entry
Specific approval of the Employer required	3.2.3	<p>The Employer's Agent is, in terms of his appointment by the Employer for the design and administration of the Works included in the Contract, required to obtain the specific approval of the Employer for the execution of the following duties:</p> <p>3.2.3.1 The issuing of an order to suspend the progress of the Works, the extra cost resulting from which order is to be borne by the Employer in terms of Clause 5.11 or the effect of which is liable to give rise to a claim by the Contractor for an extension of time under Clause 5.12 of these conditions.</p> <p>3.2.3.2 The issuing of an instruction in terms of Clause 6.3, the estimated effect of which will be to increase the Contract Price by an amount exceeding R500 000,</p> <p>3.2.3.3 The issuing of all variation orders in terms of Clause 6.4,</p> <p>3.2.3.4 The adjustment of the sum(s) tendered for General Items in terms of Clause 6.11.</p>
Employers Health and Safety Agent	3.2.4	<p>Delete the contents of the Clause and insert the following:</p> <p>The Employer's Health and Safety Agent, appointed in terms of the Construction Regulations promulgated under the Occupational Health and Safety Act, is authorised to act as his representative relating to the responsibilities imposed by the Occupational Health and Safety Act on the Employer. Such an agent shall be responsible to the Employer's Agent in terms of these Conditions of Contract.</p>

[Signature Box]

Contractor

[Signature Box]

Witness 1

[Signature Box]

Witness 2

[Signature Box]

Employer

[Signature Box]

Witness 1

[Signature Box]

Witness 2



Item	Clause	Entry
Contractor's Liability for Own Design Errors	4.1.2	<p>Add the following to the clause:</p> <p>The Contractor shall provide the following to the Employer's Agent for retention by the Employer or his assignee in respect of all works designed by the Contractor:</p> <p>4.1.2.1 A Certificate of Stability of the Works signed by a registered Professional Engineer confirming that all such works have been designed in accordance with the appropriate codes of practice.</p> <p>4.1.2.2 Proof of registration and of adequate and current professional indemnity insurance cover held by the designer(s).</p> <p>4.1.2.3 Design calculations should the Employer's Agent request a copy thereof.</p> <p>4.1.2.4 Engineering drawings and workshop details (both signed by the relevant professional engineer), in order to allow the Employer's Agent to compare the design with the specified requirements and to record any comments he may have with respect thereto.</p> <p>4.1.2.5 "As-Built" drawings in DXF electronic format after completion of the Works.</p> <p>The Contractor shall be responsible for the design of the Temporary Works.</p>
New Clause	4.3.3	<p>Add the following new clause:</p> <p>The Contractor shall comply with the Occupational Health and Safety Specification prepared by the Employer in terms of the Construction Regulations, 2014 promulgated in terms of Section 43 of the Occupational Health and Safety Act (Act No. 85 of 1993).</p> <p>Without limiting the Contractor's obligations in terms of the Contract, the Contractor shall before commencement of the Works or any part thereof, be in the possession of an approved Health and Safety Plan.</p> <p>The Contractor shall submit an approved Health and Safety Plan to the Employer's Agent within 14 days from the Commencement Date.</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Item	Clause	Entry
New Clause	4.3.4	Add the following new clause: Contractor's liability as mandatory Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements, and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2014, for which he is liable as mandatory. By entering into this Contract, it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37 (2) of the Act.
New Clause	4.3.5	Add the following new clause: Contractor to notify Employer. The Employer retains an interest in all inquiries conducted under this Contract in terms of Section 31 and/or 32 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and its Regulations following any incident involving the Contractor and/or Sub-Contractor and/or their employees. The Contractor shall notify the Employer in writing of all investigations, complaints or criminal charges which may arise pursuant to work performed under this Contract in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Item	Clause	Entry
New Clause	4.3.6	<p>Add the following new clause:</p> <p>Contractor's Designer</p> <p>The Contractor and his designer shall accept full responsibility and liability to comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2014 for the design of the Temporary Works and those part of the Permanent Works which the Contractor is responsible to design in terms of the Contract.</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Item	Clause	Entry
Subcontracting	4.4	The Contractor is required to subcontract the prescribed minimum of 30% of the value of the contract to an exempted micro enterprise (EME) or qualifying small business enterprise (QSE), as described in the Preferential Procurement Policy Act, 2000: Preferential Procurement Regulations, 2022.
Commencement of the works	5.3.1	<p>The documentation required before commencement with Works Execution is:</p> <ul style="list-style-type: none"> • Health and Safety Plan (Refer to Clause 4.3.3) • Occupational Health and Safety Agreement • Initial programme (Refer to Clause 5.6) • A detailed cashflow forecast (Refer to Clause 5.6.2.6) • Security (Refer to Clause 6.2) • Insurance (Refer to Clause 8.6) • Experience, Qualifications of Construction Manager • Quality Assurance Plan <p>The time to deliver the Form of Guarantee within 14 days of the Commencement Date.</p>
Unacceptable documentation	5.3.2	The time to submit the documentation required (Refer to Clause 5.3.1) before commencement with Works execution is 14 days.
Time to Instruct Commencement of the Works	5.3.3	Replace both periods of “7 days” in Clause 5.3.3 with “14 days”.
Access to Site	5.4.1	<p>Add the following to the end of the Clause:</p> <p>“The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site.”</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Item	Clause	Entry
	5.4.2	The access and possession of Site shall not be exclusive to the Contractor but as set out in the Scope of Works and/or Site Information.
Programme of works	5.6.1	The Works programme is to be delivered within 14 days of the Commencement Date.
Special non-working days	5.8	The special non-working days are public holidays, Saturdays, Sundays and the days on which the contractor grants the majority of his permanent workforce leave around the 16 th December and the first Monday of the subsequent year.
Abnormal Rainfall	5.12.2.2	<p>Add the following new clause:</p> <p>Extension of time due to Abnormal Rainfall</p> <p>Extension of time for Practical Completion of the Contract in the event of abnormal rainfall shall only be allowed in accordance with the formula below. No additional extension of Time for Practical Completion caused by abnormal climatic conditions will be allowed, irrespective of the cause thereof or the effect it may have on the execution of the Works:</p> $V = (N_w - N_n) + (R_w - R_n)/20$ <p>Where:</p> <p>(i) V = Extension of time in calendar days for the calendar month under consideration</p> <p>N_w = Actual number of days during the calendar month under consideration on which a rainfall of 10mm and more is recorded.</p> <p>R_w = Actual total rainfall in mm recorded during the calendar month under consideration</p> <p>N_n = Average number of days, derived from rainfall records, on which a rainfall of more than 10mm was recorded during the relevant calendar month as per the data tabulated hereinafter</p> <p>R_n = Average total rainfall in mm for the relevant calendar month, derived from rainfall records, as tabulated hereinafter</p> <p>Where the extension of time due to abnormal rainfall has to be calculated for a portion of a calendar month, pro rata values shall be used. Should V be negative for any particular month, and should its absolute value exceed the corresponding value of N_n, then V shall be taken as being equal to minus N_n. The total extension of time to be granted shall be the algebraic sum of all the monthly extensions, provided that if this total is negative then the time for completion shall not be reduced due to subnormal rainfall.</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Item	Clause	Entry
	5.12.2.2 (cont..)	Rainfall records for the period of construction shall be taken on Site. The Contractor shall provide and install all the necessary equipment for accurately measuring the rainfall. The Contractor shall also provide, erect and maintain a security fence plus gate, padlock, keys and other security measures as necessary at each measuring station, all at his own cost. The Employer's Agent or his Representative shall take and record the daily rainfall readings. The Contractor shall be permitted to attend these readings, in the company of the Employer's Agent's Representative. Access to the measuring gauge(s) shall at all times be under the Employer's Agent's control.
Penalty for delay	5.13.1	0.07% of the Accepted Contract Amount per day
Latent Defects Liability	5.16.3	The latent defect period is 10 years after the issue of the Final Approval Certificate.
Contractors failing to select or provide security	6.2.2	Delete the contents of the clause and insert the following: If the Contractor fails to select the security to be provided, or if the Contractor fails to provide the selected security within the time period stated in Clause 5.3.2, or if the performance guarantee shall differ from the pro forma, it shall legally be deemed that the Contractor has selected a security of a Cash deposit of 10% of the Contract Sum plus retention of 10% (subject to the limit of retention specified in Clause 6.10.3) of the value of the Works without limiting the Employer's right to terminate the Contract in terms of Clause 9.2.
Validity of Performance Guarantee	6.2.3	Delete the contents of the clause and insert the following: If the Contractor has selected a performance guarantee as security, he shall ensure that it remains valid and enforceable until the Certificate of Completion is issued. A fixed expiry date performance guarantee will not be accepted. The performance guarantee shall be provided by a Bank or Insurance Company approved by the Employer. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 35 of 1998) or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro forma attached as Annexure A to the Contract Data. No alterations or amendments of the wording of the pro forma will be accepted.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Item	Clause	Entry
Overhead charges	6.5.1.2.3	The maximum percentage allowance to cover overhead charges is 15%. Add the following to this clause: "No allowance will be made for work done, or for materials and equipment for which daywork rates have been quoted at tender stage."
Prime Cost Sums	6.6.2	In line 5, after the word "price", insert ", excluding VAT,". Add the following to the Clause: "The amount of the charge to be paid to the Contractor shall be in the same proportion to the actual amount paid to the Contractor as the charge included by the Contractor in his Tender bears to the Prime Cost Sum in the Tender."
Application of the Contract Price Adjustment Factor	6.8.2	The application of a contract price adjustment will NOT apply to this Contract.
Vesting of Plant and materials	6.9.1	Add the following to the Clause: "The Contractor shall, where practicable before delivery, and in any event not later than 24 hours after delivery to the Site, inform the Engineer of any materials which are not his sole property."
Payment for material on site	6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%.
Retention money	6.10.3	Replace the entire contents of Clause 6.10.3 with the following: Payment of the amounts referred to in Clauses 6.10.1.1, 6.10.1.2, 6.10.1.3 and 6.10.1.4 shall be subject to a retention by the Employer of an amount (called the "retention money"), being the percentage retention stated in the Contract Data, of the said amounts due to the Contractor, until the retention money reaches the "Limit of retention money" stated in the Contract Data." The percentage retention on the amounts due to the Contractor is 10% . The limit of retention money is 5% of the Contract Price at the time of the Practical Completion Certificate. A Retention Money Guarantee is permitted.
Defects Liability Period	6.10.5	The Defects Liability Period is 12 months after the issue of the Final Approval Certificate.
	6.11.1.3	Replace all references in this clause to "15 per cent" with "25 per cent"
	8.6.1.1.2	The value of the materials supplied by the Employer to be included in the insurance sum is R0-00.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Item	Clause	Entry
	8.6.1.1.3	The amount to cover professional fees for repair or reinstatement of damage to the Works to be included in the insurance sum is R0-00.
	8.6.1.3	The limit of liability insurance is R10 000 000 per claim.
	8.6.1.5	<p>Add the following to this clause: "In addition to the insurance required in terms of General Conditions of Contract Clause 8.6.1.1 to 8.6.1.4, the following insurance is also required:</p> <p>(a) All Risk Insurance cover with regard to all Plant and Materials and Equipment (including tools, offices and other temporary structures and contents), owned, leased or hired by the Contractor that are used in the execution of the contract for the full replacement value thereof.</p> <p>(b) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993.</p> <p>(c) Motor Vehicle and Liability Insurance cover indicating the registration numbers of the vehicles owned, leased or hired by the Contractor that are used in the execution of the contract to the amount of at least R10-million per claim with the number of claims unlimited comprising (as a minimum) "Balance of Third Party" Risks and including Passenger Liability Indemnity.</p> <p>(d) Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's Policies of Insurance.</p> <p>(e) A Coupon Policy for Special All Risk Insurance issued by the South African Special Risk Insurance Association (SASRIA) to cover all materials (bought by the contractor or by cession), works already constructed, motor vehicles, plant and equipment owned, leased or hired by the Contractor against damage; looting; fire due to civil unrest for the full replacement value thereof. The Employer shall not be held responsible for such damages or losses.</p> <p>(f) Professional Indemnity Insurance for works designed by the Contractor</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Item	Clause	Entry
Adjudication	10.5.1	Determination of disputes shall be by means of one of the following in the sequence as listed: <ul style="list-style-type: none"> • amicable settlement, • adjudication by means of a standing Adjudication Board, • arbitration, • court proceedings in a South African court of Law if arbitration is unsuccessful. In the aforementioned levels of dispute resolution, 10 working days may be utilised as guide period between each level
Rules for adjudication	10.5.3	The number of members of the Adjudication Board shall be: one (1).
Arbitration	10.7	Determination of disputes shall be by means of one of the following in the sequence as listed: <ul style="list-style-type: none"> • amicable settlement, • adjudication by means of a standing Adjudication Board, • arbitration, • court proceedings in a South African court of Law if arbitration is unsuccessful. In the aforementioned levels of dispute resolution, 10 working days may be utilised as guide period between each level

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Part 2: Data provided by the Contractor.

Item	Clause	Entry
Contractor's Name	1.1.1.9
Contractor's Address	1.2.1.2
Time for Completion (offered)	5.5.1 Weeks (subject to acceptance by Employer)
Application of the Contract Price Adjustment Factor	6.8.2	The application of a contract price adjustment will NOT apply to this Contract.

END OF SECTION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



MOHOKARE LOCAL MUNICIPALITY

CONTRACT No SCM/MOH/14/2024

***RE-ADVERT: THE COMPLETION OF THE ROUVXILLE /
ROLELEATHUNYA WATER TREATMENT WORKS (WTW)***

PORTION 2: CONTRACT

PART C1: AGREEMENTS AND CONTRACT DATA

PART C1.3: FORM OF GUARANTEE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



MOHOKARE LOCAL MUNICIPALITY

CONTRACT No SCM/MOH/14/2024

RE-ADVERT: THE COMPLETION OF THE ROUVXILLE / ROLELEATHUNYA WATER TREATMENT WORKS (WTW)

GUARANTEE FOR EXECUTION OF THE CONTRACT

Employer : MOHOKARE LOCAL MUNICIPALITY
THE MUNICIPAL MANAGER
20 HOOFD STREET
ZASTRON
9950

Contractor :

Amount of Guarantee: To be equal to 10% percent of the Tender Sum.

I/WE the undersigned, duly acting on behalf of the Company that is described below, do hereby bind the said Company to the Employer that is described above, as surety or co-principal debtor in solidum for the due performance, fulfilment and completion of the Contract by the Contractor that is described above, and we hereby undertake, on behalf of the Company to pay on demand at the above mentioned address:

- any loss or damage which the Employer may sustain.
- as well as any penalties or claims and legal costs to which the Employer may become entitled by reason of the non-fulfilment or breach of the terms of the Contract by the Contractor

Always provided that the liability of the Company under this guarantee shall not exceed the guaranteed amount that is described above.

On behalf of the Company, I/we do hereby renounce all benefits from the legal exceptions non numerate pecuniae, non-causa debit excursions at divisions and all other exceptions which might or could be pleaded against the validity of this guarantee, the meaning whereof we declare ourselves to be fully acquainted with.

On behalf of the Company, I/we do hereby agree that this guarantee shall be irrevocable and shall remain in full force and effect during the term of the Contract, either until the date of issue of a Certificate of Completion for the whole or the final portion of the Works by the Engineer, or until any liability of the Contractor which has arisen before such date in terms of the Conditions of Contract has been satisfied, whichever is the later.

I/we do further agree and declare.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- that all admissions and acknowledgements of indebtedness by the Contractor shall be binding on the Company,
- that the indebtedness of the Contractor to the Employer shall at all times be determined and proved by a written certificate of the Chief Executive Officer, or by any other person acting in such capacity,
- that such certificate shall be binding on the Company and shall be conclusive proof of the amount of the Company's indebtedness, and that such certificate annexed to this guarantee will be valid as a liquid document against the Company in a competent court in the Republic of South Africa,
- that the Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorised and/or contemplated by the terms of the Contract, and/or to agree to any modifications, variations or alterations to the Works, or to any extensions of the Due Completion Date for the Works under the Contract, and that the rights of the Employer under this guarantee shall in no way be prejudiced nor the liability of the Company be in any way reduced by reason of any steps or concessions which the Employer may take, make, give, concede or agree to under the Contract.
- that the Employer shall be entitled, without prejudice to any of its rights under this guarantee, to give time to and compound with, release from liability or to make any other arrangement with the Contractor, its assigns, its liquidators or its judicial managers, and that any such actions shall not exonerate the Company from any portion of its liability under this guarantee.
- this guarantee is neither negotiable nor transferable, purports to the payment of money only and should be returned to the Company upon payment, completion or cancellation whichever occurs earlier.

Name of Company:

The Company chooses as its domicilium citandi at executant, and for the purpose of the service of any notices and legal processes the following address:

..... (Insert address)

THUS DONE AND SIGNED AT ON.....2024

ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS

ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS

In the presence of the following witnesses:

Witness No 1:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



.....
NAME

.....
SIGNATURE

Witness No 2:

.....
NAME

.....
SIGNATURE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



MOHOKARE LOCAL MUNICIPALITY

CONTRACT No SCM/MOH/14/2024

***RE-ADVERT: THE COMPLETION OF THE ROUVXILLE /
ROLELEATHUNYA WATER TREATMENT WORKS (WTW)***

PORTION 2: CONTRACT

PART C1: AGREEMENTS AND CONTRACT DATA

**PART C1.4: Ministerial Determination –
Special Public Works Programmes**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



No. 23045

GOVERNMENT GAZETTE, 25 JANUARY 2002

DEPARTMENT OF LABOUR

No. R 63

25 January 2002

BASIC CONDITIONS OF EMPLOYMENT ACT, 1997,

MINISTERIAL DETERMINATION: SPECIAL PUBLIC WORKS PROGRAMMES

I, Membathisi Mphumzi Shephard Mdladlana, Minister of Labour, hereby in terms of section 50 of the Basic Conditions of Employment Act, 1997, make a Ministerial Determination establishing conditions of employment for employees in Special Public Works Programmes, South Africa, in the Schedule hereto and determine the second Monday after the date of publication of this notice as the date from which the provisions of the said ministerial Determination shall become binding.

M.M.S. MDLADLANA
Minister of Labour

SCHEDULE

MINISTERIAL DETERMINATION No 3: SPECIAL PUBLIC WORKS PROGRAMMES

Index

1. Definitions
2. Application of this determination
3. Sections not applicable to public works programmes
4. Conditions

1. Definitions

1.1 In this determination –

“Special public works programme” means a programme to provide public assets through a short-term, non-permanent, labour-intensive programme initiated by government and funded from public resources.

1.2 Without limiting subsection (1), the following programmes constitute special public works programmes:

- (a) Working for Water
- (b) Community based public works.
- (c) Coastal Care
- (d) Sustainable Rural Development (DPLG)
- (e) Land care
- (f) Community Water and Sanitation
- (g) Arts & Culture poverty relief projects

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



2. Application

This Determination applies to all employers and employees engaged in public works programmes.

3. The following provisions of the Basic Conditions of Employment Act do not apply to public works programmes:

- 3.1 Section 10(2) (Overtime rate)
- 3.2 Section 11 (Compressed working week)
- 3.3 Section 14(3) (Remuneration required for meal intervals of longer than 75 minutes)
- 3.4 Section 16 (Pay for work on Sundays)
- 3.5 Section 17(1) & (2) (Payment of night shift allowance and supply of Transportation)
- 3.6 Section 20 (Annual leave)
- 3.7 Section 21 (Pay for annual leave)
- 3.8 Section 22 (Sick leave)
- 3.9 Section 25 (2) & (3) (Commencement of maternity leave and return to work)
- 3.10 Section 26(2) (Alternative work for pregnant women)
- 3.11 Section 27 (Family responsibility leave)
- 3.12 Section 29(h) to (p) (Written particulars of employment)
- 3.13 Section 30 (Display of employee's rights)
- 3.14 Section 33(1)(g) (Information about remuneration)
- 3.15 Section 34(1)(a) (Deduction by individual agreement)
- 3.16 Section 34(2) & (3) (Deduction of damages caused by employee)
- 3.17 Section 37 (Notice of termination)
- 3.18 Section 38 (Payment instead of notice)
- 3.19 Section 39 (Notice for employees in employer supplied accommodation)
- 3.20 Section 40 (Payment of outstanding amounts on termination)
- 3.21 Section 41 (Severance pay)
- 3.22 Section 42(c) (Certificate of services)
- 3.23 Section 51 – 58 (Sectorial Determinations)
- 3.24 Section 84 (Duration of employment)

4. Conditions

As set out in the Annexure:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



ANNEXURE

CONDITIONS OF EMPLOYMENT FOR SPECIAL PUBLIC WORKS PROGRAMMES

1. Introduction

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

In this document –

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

2. Terms of Work

- 2.1 Workers on a SPWP are employed on a temporary basis.
- 2.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.
- 2.3 Employment on s SPWP does not qualify as employment as a contributor for the purpose of the Unemployment Insurance Act 30 of 1966.

3. Normal hours of Work

- 3.1 An employer may not set tasks or hours of work that require a worker to work –
- (a) more than forty hours in any week;
 - (b) on more than five days in any week; and
 - (b) for more than eight hour on any day.
- 3.2 An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.
- 3.3 A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



4. Meal Breaks

- 4.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- 4.2 An employer and worker may agree on longer meal breaks.
- 4.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.
- 4.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

5. Special Conditions for Security Guards

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

6. 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.

7. Weekly Rest Period

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

8. Work on Sundays and Public Holidays

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



9. Sick Leave

- 9.1 Only workers who work four or more days per week have the right to claim sick pay in terms of this clause.
- 9.2 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.
- 9.3 A worker may accumulate a maximum of twelve days' sick leave in a year.
- 9.4 Accumulated sick leave may not be transferred from one contract to another contract.
- 9.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- 9.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
- 9.7 An employer must pay a worker sick pay on the worker's usual payday.
- 9.8 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.
- 9.9 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.
- 9.10 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 Disease Act.

10. Maternity Leave

- 10.1 A worker may take up to four consecutive months' unpaid maternity leave.
- 10.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.
- 10.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- 10.4 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 their child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- 10.5 A worker may begin maternity leave –
- (a) four weeks before the expected date of birth;
 - (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 their unborn child; or
 - (ii) if agreed to between employer and worker; or

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- (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.

10.6 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.

10.7 A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the SPWP on which she was employed has ended.

11. Family responsibility leave

11.1 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 partner, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

12. Statement of Conditions

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

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

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

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

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13. Keeping Records

13.1 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.

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

14. Payment

- 14.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
- 14.2 A task-rated worker will only be paid for tasks that have been completed.
- 14.3 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.
- 14.4 A time-rated worker will be paid at the end of each month.
- 14.5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- 14.6 Payment in cash or by cheque must take place –
 - (a) at the workplace or at a place agreed to by the worker;
 - (b) during the worker's working hours or within fifteen minutes of the start or finish of work.
 - (c) In a sealed envelope which becomes the property of the worker.
- 14.7 An employer must give a worker the following information in writing –
 - (a) the period for which payment is made;
 - (b) the numbers of tasks completed or hours worked;
 - (c) the worker's earnings;
 - (d) any money deducted from the payment;
 - (e) the actual amount paid to the worker.
- 14.8 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.
- 14.9 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

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15. Deductions

- 15.1 An employer may not deduct money from a worker’s payment unless the deduction is required in terms of a law.
- 15.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- 15.3 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
- 15.4 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.

16. Health and Safety

- 16.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
- 16.2 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 and health and safety instruction
 - (c) Obey all health and safety rules of the SPWP
 - (d) Use any personal protective equipment or clothing issued by the employer.
 - (e) Report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

17. Compensation for Injuries and Diseases

- 17.1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on s SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.

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

The employer must report the accident or disease to the Compensation Commissioner.
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 to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

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18. Termination

- 18.1 The employer may terminate the employment of a worker for good cause after the following a fair procedure.
- 18.2 A worker will not receive severance pay on termination.
- 18.3 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.
- 18.4 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.
- 18.5 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.

19. Certificate of Service

- 19.1 On termination of employment, a worker is entitled to a certificate stating –
 - (a) the worker's full name;
 - (b) the name and address of the employer;
 - (c) the SPWP on which the worker worked;
 - (d) the work performed by the worker;
 - (e) any training received by the worker as part of the SPWP;
 - (f) the period for which the worker worked on the SPWP; and
 - (g) any other information agreed on by the employer and worker.

END OF SECTION

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MOHOKARE LOCAL MUNICIPALITY

CONTRACT No SCM/MOH/14/2024

***RE-ADVERT: THE COMPLETION OF THE ROUVXILLE /
ROLELEATHUNYA WATER TREATMENT WORKS (WTW)***

PORTION 2: CONTRACT

PART C1: AGREEMENTS AND CONTRACT DATA

**PART C1.5: Health and Safety
Specifications by Employer**

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MOHOKARE LOCAL MUNICIPALITY

CONTRACT No SCM/MOH/14/2024

RE-ADVERT: THE COMPLETION OF THE ROUVXILLE / ROLELEATHUNYA WATER TREATMENT WORKS (WTW)

HEALTH AND SAFETY SPECIFICATIONS BY EMPLOYER

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RE-ADVERT: THE COMPLETION OF THE ROUVVILLE / ROLELEATHUNYA WATER TREATMENT WORKS (WTW)

PART TC1.5: Health and Safety Specification by Employer

1. INTRODUCTION

1.1 Purpose and Scope

This document describes the requirements of compliance to which the Contractor is to adhere in relation to the scope of works.

This document defines the minimum management requirement that is to be implemented by the Contractor for the management of Health and Safety on the project.

The aim of this document is to present the safety aspects that need to be controlled and managed on the project.

2. REFERENCE DOCUMENTS

- Occupational Health and Safety Act, (Act No. 85 of 1993)
- Compensation for Occupational Injury and Diseases Act.
- Client Health and Safety Specification.
- Construction Regulations 2014.
- The Construction Kit. (CD)

3. DEFINITIONS

3.1 Construction work

Means any work in connection with –

- (a) The construction, erection, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure; or
- (b) The construction, erection, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system; or the moving of earth, clearing of land, the making of excavation, piling, or any similar civil engineering structure or type of work;

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3.2 Competent Person

Means a person who –

- (a) Has in respect of the work or task to be performed the required knowledge, training and experience and, where applicable, qualifications, specific to that work or task: Provided that where appropriate qualifications and training are registered in terms of the provisions of the National Qualification Framework Act, 2000 (Act No.67 of 2000), those qualifications and that training must be regarded as the required qualifications and training; and
- (b) Is familiar with the Act and with the applicable regulations made under the Act.

3.3 Hazard Identification and Risk Assessment and Risk Control (HRA)

Means a documented plan, which identifies hazards, assesses the risks and detailing the control measures and safe working procedures, which are to be used to mitigate and control the occurrence of hazards and risks during construction or operation phases.

3.4 Site

Means the area in the possession of the Contractor for the construction of the works. Where there is no demarcated boundary it will include all adjacent areas, which are reasonably required for the activities for the Principal Contractor / Contractor and approved for such use by the Engineer and/or client.

3.5 The Act

Means, unless the context indicates otherwise, the Occupational Health and Safety Act, 1993 (ACT NO. 85 of 1993) and Regulations promulgated there under (OHSA).

3.6 Hazard

Means a source of or exposure to danger (source which may cause injury or damage to persons, or property.

3.7 Risk

Means the probability or likelihood that a hazard can result in injury or damage.

3.8 Principal Contractor

Means an employer appointed by the client to perform construction work.

3.9 Hazardous Chemical Substance (HCS)

Means any toxic, harmful, corrosive, irritant or asphyxiant substance, or a mixture or substances for which an occupational exposure limit is prescribed, or an occupational exposure limit is not prescribed, but which creates a hazard to health.

3.10 Construction Plant (TEM)

Encompasses all types of plant including but not limiting to, cranes, piling frames, boring machines, excavators, dewatering equipment and road vehicles with or without lifting equipment.

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3.11 Contractor

Means an employer who performs construction work.

3.12 Health and Safety Program

Encompasses the Contractor safety planning spreadsheet.

3.13 Health and Safety Plan (HSP)

Means a site, activity or project specific documented plan in accordance with the client's health and safety specification.

3.14 Health and Safety File

Means a file, or other record containing the information in writing required by these Regulations.

4. RESPONSIBILITIES

4.1 Notification of Intention to Commence Construction Work

A Contractor who intends to carry out any construction work, must at least 7 days before that work is to be carried out notify the provincial director in writing, if the intended construction work will—

- a) Include excavation work.
- b) Include working at a height where there is risk of falling.
- c) Include the demolition of a structure; or
- d) Include the use of explosives to perform construction work.

(A Contractor who intends to carry out construction work that involves construction of a single storey dwelling for a client, who is going to reside in such dwelling upon completion, must at least 7 days before that work is to be carried out notify the provincial director in writing)

4.2 Duties of Principal Contractor and Contractor

1. A Principal Contractor must –

- (a) provide and demonstrate to the client a suitable, sufficiently documented and coherent site-specific health and safety plan, based on the client's documented health and safety specifications, which plan must be applied from the date of commencement of and for the duration of the construction work and which must be reviewed and updated by the Principal Contractor as work progresses;
- (b) open and keep on site a health and safety file, which must include all documentation required in terms of the Act and these Regulations, which must be made available on request to an inspector, the client, the client's agent or a Contractor; and
- (c) on appointing any other Contractor, in order to ensure compliance with the provisions of the Act:
 - (i) provide Contractors who are tendering to perform construction work for the Principal Contractor, with the relevant sections of the health and safety specifications pertaining to the construction work which has to be performed.
 - (ii) ensure that potential Contractors submitting tenders have made sufficient provision for health and safety measures during the construction process.
 - (iii) ensure that no Contractor is appointed to perform construction work unless the Principal Contractor is reasonably satisfied that the Contractor that he or she intends to appoint, has the necessary competencies and resources to perform the construction work safely;

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- (iv) ensure prior to work commencing on the site that every Contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act, 1993;
 - (v) appoint each Contractor in writing for the part of the project on the construction site;
 - (vi) take reasonable steps to ensure that each Contractor's health and safety plan is implemented and maintained on the construction site;
 - (vii) ensure that the periodic site audits and document verification are conducted at intervals mutually agreed upon between the Principal Contractor and any Contractor, but at least once every 30 days;
 - (viii) stop any Contractor from executing construction work which is not in accordance with the client's health and safety specifications and the Principal Contractor's health and safety plan for the site or which poses a threat to the health and safety of persons;
 - (ix) where changes are brought about to the design and construction, make available sufficient health and safety information and appropriate resources to the Contractor to execute the work safely; and
 - (x) discuss and negotiate with the Contractor the contents of the health and safety plan, and must thereafter finally approve that plan for implementation;
- (d) ensure that a copy of his or her health and safety plan, as well as the Contractor's health and safety plan, is available on request to an employee, an inspector, a Contractor, the client or the client's agent;
- (e) hand over a consolidated health and safety file to the client upon completion of the construction work and must, in addition to the documentation, include a record of all drawings, designs, materials used and other similar information concerning the completed structure;
- (f) in addition to the documentation required in the health and safety file, include and make available a comprehensive and updated list of all the Contractors on site accountable to the Principal Contractor, the agreements between the parties and the type of work being done; and
- (g) Ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner.

2. A Contractor must prior to performing any construction work -

- a) provide and demonstrate to the Principal Contractor a suitable and sufficiently documented health and safety plan, based on the relevant sections of the client's health and safety specification and provided by the Principal Contractor, which plan must be applied from the date of commencement of and for the duration of the construction work and which must be reviewed and updated by the Contractor as work progresses;
- b) open and keep on site a health and safety file, which must include all documentation required in terms of the Act and these Regulations, and which must be made available on request to an inspector, the client, the client's agent or the Principal Contractor;
- c) before appointing another Contractor to perform construction work be reasonably satisfied that the Contractor that he or she intends to appoint has the necessary competencies and resources to perform the construction work safely;
- d) co-operate with the Principal Contractor as far as is necessary to enable each of them to comply with the provisions of the Act; and
- e) as far as is reasonably practicable, promptly provide the Principal Contractor with any information which might affect the health and safety of any person at work carrying out construction work on the site, any person who might be affected by the work of such a person at work, or which might justify a review of the health and safety plan.

3. Where a Contractor appoints another Contractor to perform construction work, that apply to the Principal Contractor apply to the Contractor as if he or she were the Principal Contractor.

- a) A Contractor must take reasonable steps to ensure co-operation between all Contractors appointed by the Principal Contractor to enable each of those Contractors to comply with these Regulations.

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- b) No Contractor may allow or permit any employee or person to enter any site, unless that employee or person has undergone health and safety induction training pertaining to the hazards prevalent on the site at the time of entry.
- c) A Contractor must ensure that all visitors to a construction site undergo health and safety induction pertaining to the hazards prevalent on the site and must ensure that such visitors have the necessary personal protective equipment.
- d) A Contractor must at all times keep on his or her construction site records of the health and safety induction training, and such records must be made available on request to an inspector, the client, the client's agent or the Principal Contractor;
- e) A Contractor must ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner.

4.3 Safety Officer Appointment

The appointment of a full-time safety officer is optional, however it is compulsory to provide the name and CV of your elected part-time safety officer to the CLIENT prior work commencing on site. The safety officers shall be tasked with monthly inspections of the site, the results of which shall be forwarded to the CLIENT or his appointed representative.

4.4 Risk Assessment Competent Person

The Contractor shall appoint a competent person in writing at commencement of the project to control the risk assessment process on site.

4.5 Competency for Principal Contractor / Contractor S Responsible Persons

The Contractor shall ensure that all management personnel (responsible for health and safety) shall undergo a half-day Health and Safety Management Course, which is to be arranged and conducted by the CLIENT prior to commencement of activities on site.

4.6 Health and Safety Plan

The Contractor shall provide to the CLIENT, a Health and Safety Plan in accordance with this Specification. The Health and Safety Plan shall be submitted for approval to the CLIENT before work commences on site.

4.7 Health and Safety Representatives

The Contractor shall ensure at least one (1) Health and Safety Representative be nominated, elected and trained to carry out his / her functions in his / her area of responsibility. This shall also be required in areas where less than fifty (50) employees are engaged in activity. The Contractor shall ensure employees elected shall be designated in writing for a specific area and period of time.

The designated persons shall be required to conduct monthly inspections within their area of responsibility, the records must be kept for CLIENT auditing purposes and that deviations recorded are reported to the responsible supervisor within the designated person's area so that appropriate action can be taken.

The designated person/s shall be permitted to participate in the Joint Health and Safety Committee Meetings.

5. OBJECTIVES AND TARGETS

The Principal Contractor / Contractor shall include in the Health and Safety Plan the Principal Contractor/Contractors objectives and targets for the project.

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The Principal Contractor / Contractor shall define in the Health and Safety Plan, the method of planning to be used on the project and the procedures to be adhered to. The Principal Contractor / Contractor shall be required to utilize the NOSA Construction Kit as a minimum on the project.

6. IMPLEMENTATION OF THE OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

The Contractor shall ensure that the CLIENT Health and Safety Specification is implemented on the project through the Principal Contractor / Contractor S Health and Safety Plan which must be submitted to the CLIENT for approval prior work commencing on site.

7. APPLICATION OF THE HEALTH AND SAFETY SPECIFICATION

7.1 Compensation of Occupational Injuries and Diseases Act, Act No. 130 of 1993 (COIDA)

The Contractor shall ensure a letter of good standing will be provided to the CLIENT prior to work commencing on site for reference purposes as proof of good standing.

The Contractor shall ensure all other Principal Contractor / Contractor S appointed also complies with the above requirements defined in the COIDA.

7.2 Occupational Health and Safety Policy

The Contractor Health and Safety Policy are to be attached to the Health and Safety Plan for review by the CLIENT.

7.3 Risk Assessment

1. A Contractor must, before the commencement of any construction work and during such construction work, have risk assessments performed by a competent person appointed in writing, which risk assessments form part of the health and safety plan to be applied on the site, and must include –
 - (a) the identification of the risks and hazards to which persons may be exposed to;
 - (b) an analysis and evaluation of the risks and hazards identified based on a documented method.
 - (c) a documented plan and applicable safe work procedures to mitigate, reduce or control the risks and hazards that have been identified.
 - (d) a monitoring plan; and
 - (e) A review plan.
2. A Contractor must ensure that as far as is reasonably practicable, ergonomic related hazards are analyzed, evaluated and addressed in a risk assessment.
3. A Contractor must ensure that all employees under his or her control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures and or control measures before any work commences, and thereafter at the times determined in the risk assessment monitoring and review plan of the relevant site.
4. A Principal Contractor must ensure that all Contractors are informed regarding any hazard that is stipulated in the risk assessment before any work commences, and thereafter at the times that may be determined in the risk assessment monitoring and review plan of the relevant site.

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5. A Contractor must consult with the health and safety committee or, if no health and safety committee exists, with a representative trade union or representative group of employees, on the monitoring and review of the risk assessments of the relevant site.
6. A Contractor must ensure that copies of the risk assessments of the relevant site are available on site for inspection by an inspector, the client, the client's agent, any Contractor, any employee, a representative trade union, a health and safety representative or any member of the health and safety committee.
7. A Contractor must review the relevant risk assessment –
 - a) Where changes are effected to the design and or construction that result in a change to the risk profile; or
 - b) When an incident has occurred.

All Risk Assessments conducted on site must be forwarded to the CLIENT for approval.

The Contractor must ensure that training forms part of the risk assessment process and proof of training attendance is made available to the CLIENT upon request.

The Contractor shall ensure a risk assessment team be established comprising members as follows, but not limited to:

- Health and Safety Representative(s).
- Health and Safety Committee Member(s).
- Management Representative / Principal Contractor / Contractor
- Person with skill / knowledge of task to be performed.

Method Statements and Safe Work Procedures must form part of the Risk Assessment Process.

7.4 Health and Safety Committee

The Contractor shall convene a health and safety committee meeting monthly. All members required to be in attendance shall be notified of such meeting by means of a formal agenda which must be made available to the CLIENT upon request.

The Contractor shall ensure an attendance register and minutes are kept for auditing purposes by the CLIENT. A copy of all minutes must be forwarded to the CLIENT monthly.

7.5 Health and Safety Training

Training of personnel is a legal requirement and a necessity and is required of the Contractor to provide to the CLIENT a training Matrix which must be included in the Health and Safety Plan to be submitted prior work commencing on site.

Training should include the following but is not limited to:

7.5.1 Induction Training

Induction training must be attended by all Principal Contractor / Contractor with the CLIENT which shall be separate to the Principal Contractor / Contractor own induction training requirement. The Contractor must keep records of all attendees to the induction and provide records of the same during the CLIENT site audits.

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7.5.2 Awareness Training (Toolbox Talks)

Weekly awareness training must be conducted and records of these must be made available to the CLIENT upon request.

7.5.3 Competency

Training identified through the Risk Assessment Process and conducted through this process shall be kept on file as proof of competency and training and must be made available to the CLIENT upon request. (This shall include operator accordance training and assessments)

7.5.4 First Aid and Health & Safety Representative Training

Principal Contractor / Contractor shall provide proof of competency of all Health and Safety Representatives elected and designated, including first aiders to the CLIENT, which must be available on site for auditing purposes.

7.6 General Record Keeping

The Contractor must ensure that all the Health and Safety records, required by both the Occupational Health and Safety Act, 85 of 1993 and Regulations are kept for reference purposes and auditing by the CLIENT.

Further to the requirements set out above, the Contractor must also maintain records that may be defined through the risk assessment process, for auditing purposes.

In accordance with the requirements set out in the Construction Regulations 2003 and the requirement set out in the CLIENT Specification the Contractor must ensure a copy of all Health and Safety records generated during the course of construction, are handed over to the CLIENT upon completion of construction.

7.6.1 Statistics

The Contractor must ensure injury and incident records (Near Hits, First Aid, Medical cases, Disabling Lost Time Incidents), training etc. referred to above are kept on site and submitted monthly to the CLIENT. All documents shall be made available to the CLIENT for inspection including the Department of Labour's Inspectors as required by the Occupational Health and Safety Act, 85 of 1993.

The statistics formula as listed below shall be adhered to during construction:

DIFR (Disabling Injury Frequency Rate) $\frac{DI's \times 1\,000\,000}{\text{Man-hours}}$

DISR (Disabling Injury Severity Rate) $\frac{\text{Days Lost} \times 1\,000}{\text{Man-hours}}$

7.6.2 General Inspection, Monitoring and Reporting

The Principal Contractor / Contractor shall comply with the requirements set out by the CLIENT. The Principal Contractor / Contractor must provide to the CLIENT a safety management action plan upon which the dates of inspections and training and awareness will be entered, conducted and monitored.

The Principal Contractor / Contractor shall keep all records of inspections and investigations undertaken during the contract for the specified legal period as defined in the OHS Act and Regulations.

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7.6.3 Internal Audits

Internal audits shall be conducted a minimum once per month by the CLIENT or client's appointed Safety Manager / Officer.

The Results shall be tabled and discussed at the Joint Health and Safety Committee meetings. The Contractor must also conduct its own internal audits, the results of which must be submitted to the CLIENT monthly.

7.7 Incentives

Incentive schemes are left to the discretion of the Principal Contractor / Contractor.

7.8 Penalties

Non-compliance with the CLIENT safety specifications will result in work stoppages and possible expulsion from site until the problem has been remedied. Costs will be borne by the Principal Contractor / Contractor.

7.9 Emergency Procedures

The Contractor must make available to the CLIENT a detailed Emergency Plan to tie into the evacuation plan already in place on the CLIENTS premises.

7.9.1 First Aid Box and Contents

The Contractor must ensure that all working areas are adequately provided with first aid attendants whether there are fifty (50) employees or less engaged on the contract. The First Aid attendant must be trained in accordance with the requirements set out in the OHSWA with a recognized and accredited service provider as defined above.

The Contractor must ensure that the first aid box is adequately at all times and is accessible to all.

The CLIENT shall inspect the contents of the first aid box and dressing record from time to time.

7.9.2 Accident and Incident Reporting and Investigation

Should an accident or incident occur the Contractor shall conduct an investigation into the incident. The Contractor must ensure that a competent person be appointed in writing to conduct the said investigation. The procedure to be followed must be in accordance with the OHSWA requirement on the Annexure 1 – Recording and Investigation of Incident form.

The Contractor shall ensure that the results of all investigations are communicated to the employees engaged through incident recall and prescribed meetings. The Contractor must ensure that the investigations are kept for record purposes in accordance with the prescribed requirements set out in the OHSWA.

Should there be an incident, the CLIENT must be notified within 24-hours, of the occurrence. The CLIENT reserves the right to participate in all investigations into accidents or incidents.

7.10 Hazards and Potentially Hazardous Situations

The Contractor shall ensure that all other Principal Contractor / Contractor S are warned of hazardous or potentially hazardous situations, which may prevent them from effectively performing their duties, which includes the placement of adequate warning signs.

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7.11 Personal Protective Equipment and Clothing

The Contractor shall comply with OSHA requirements to provide PPE.

The Contractor shall through the RISK ASSESSMENT PROCESS identify the specific PPE needs per activity and then issue the PPE accordingly. (Reference to the OSHA General Safety Regulation 2 – Employer to provide Personal Protective Equipment).

Should PPE be lost or stolen, then the employee will be issued with a new set of PPE by the Principal Contractor / Contractor.

The Contractor must ensure adequate training in the use of PPE is provided to all employees, and proof of training shall be kept at the office for auditing purposes.

Overalls and hardhats shall be identifiable. (Contractor different from the Principal Contractor / Contractor's).

PPE must be provided to visitors as well.

7.12 Safety Signage

The Contractor must assess the Health and Safety Signage requirements in conjunction with the RISK ASSESSMENT PROCESS's conducted and place the signage at strategic positions on the site works accordingly.

The Contractor shall also maintain the signage to ensure its effectiveness at all times and under all conditions. Signage, which cannot be repaired, must be replaced.

7.13 Permits

- The Contractor shall ensure that access to site works is restricted to construction personnel.
- All attempts must be made to restrict spectator access.
- Access to the site shall be by the CLIENTS authorization on the prescribed form. (Permits and ID cards shall be issued by the client)
- Special permits for hot work and isolation permits shall be applied for to the CLIENT representative prior to commencing with the activity.

7.14 Contractors and Suppliers

The Principal Contractor shall enter into an Agreement with Mandatory in terms of Section 37(2) of the Occupational Health and Safety Act, 85 of 1993, with the CLIENT and all other Contractor's appointed by the Principal Contractor.

The Contractor shall also be required to appoint its Contractor's in accordance with Construction Regulation 5(3) (b).

The Principal Contractor must ensure all other Contractor S is issued with the CLIENT Safety Specification where reasonably practicable. The Principal Contractor shall assist and ensure Contractor S engaged comply with all of these requirements and adhere to the requirements set out in the OSHA.

Principal Contractor / Contractor will be stopped from working in the event of unsafe conditions and activities being observed.

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8. HEALTH AND SAFETY IN PRACTICE

MANAGEMENT AND SUPERVISION OF CONSTRUCTION WORK

- 1) A Principal Contractor must in writing appoint one full-time competent person as the construction manager with the duty of managing all the construction work on a single site, including the duty of ensuring occupational health and safety compliance, and in the absence of the construction manager an alternate must be appointed by the Principal Contractor.
- 2) A Principal Contractor must upon having considered the size of the project, in writing appoint one or more assistant construction managers for different sections thereof: Provided that the designation of any such person does not relieve the construction manager of any personal accountability for failing in his or her management duties in terms of this regulation.
- 3) Where the construction manager has not appointed assistant construction managers as contemplated in sub regulation (2), or, in the opinion of an inspector, a sufficient number of such assistant construction managers have not been appointed, that inspector must direct the construction manager in writing to appoint the number of assistant construction managers indicated by the inspector, and those assistant construction managers must be regarded as having been appointed under sub regulation (2).
- 4) No construction manager appointed under sub regulation (1) may manage any construction work on or in any construction site other than the site in respect of which he or she has been appointed.
- 5) A Contractor must, after consultation with the client and having considered the size of the project, the degree of danger likely to be encountered or the accumulation of hazards or risks on the site, appoint a full-time or part-time construction health and safety officer in writing to assist in the control of all health and safety related aspects on the site: Provided that, where the question arises as to whether a construction health and safety officer is necessary, the decision of an inspector is decisive.
- 6) No Contractor may appoint a construction health and safety officer to assist in the control of health and safety related aspects on the site unless he or she is reasonably satisfied that the construction health and safety officer that he or she intends to appoint is registered with a statutory body approved by the Chief Inspector and has necessary competencies and resources to assist the Contractor
- 7) A construction manager must in writing appoint construction supervisors responsible for construction activities and ensuring occupational health and safety compliance on the construction site.
- 8) A Contractor must, upon having considered the size of the project, in writing appoint one or more competent employees for different sections thereof to assist the construction supervisor contemplated in sub regulation (7), and every such employee has, to the extent clearly defined by the Contractor in the letter of appointment, the same duties as the construction supervisor: Provided that the designation of any such employee does not relieve the construction supervisor of any personal accountability for failing in his or her supervisory duties in terms of this regulation.
- 9) Where the Contractor has not appointed an employee as contemplated in sub regulation (8), or, in the opinion of an inspector, a sufficient number of such employees have not been appointed, that inspector must instruct the employer to appoint the number of employees indicated by the inspector, and those employees must be regarded as having been appointed under sub regulation (8).
- 10) No construction supervisor appointed under sub regulation (7) may supervise any construction work on or in any construction site other than the site in respect of which he or she has been

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appointed: Provided that if a sufficient number of competent employees have been appropriately designated under sub regulation (7) on all the relevant construction sites, the appointed construction supervisor may supervise more than one site.

8.1 Excavations

- 1) A Contractor must –
 - (a) Ensure that all excavation work is carried out under the supervision of a competent person who has been appointed in writing for that purpose; and
 - (b) Evaluate, as far as is reasonably practicable, the stability of the ground before excavation work begins.
- 2) A Contractor who performs excavation work-
 - (a) must take reasonable and sufficient steps in order to prevent, as far as is reasonably practicable, any person from being buried or trapped by a fall or dislodgement of material in an excavation;
 - (b) may not require or permit any person to work in an excavation which has not been adequately shored or braced: Provided that shoring and bracing may not be necessary where—
 - (i) the sides of the excavation are sloped to at least the maximum angle of repose measured relative to the horizontal plane; or
 - (ii) such an excavation is in stable material: Provided that—
 - (aa) permission has been given in writing by the appointed competent person upon evaluation by him or her of the site conditions; and
 - (bb) where any uncertainty pertaining to the stability of the soil still exists, the decision from a professional engineer or a professional technologist competent in excavations is decisive and such a decision must be noted in writing and signed by both the competent person and the professional engineer or technologist, as the case may be;
 - (c) must take steps to ensure that the shoring or bracing contemplated in paragraph (b) is designed and constructed in a manner that renders it strong enough to support the sides of the excavation in question;
 - (d) must ensure that no load, material, plant or equipment is placed or moved near the edge of any excavation where it may cause its collapse and consequently endangers the safety of any person, unless precautions such as the provision of sufficient and suitable shoring or bracing are taken to prevent the sides from collapsing;
 - (e) must ensure that where the stability of an adjoining building, structure or road is likely to be affected by the making of an excavation, steps are taken to ensure the stability of such building, structure or road and the safety of persons;
 - (f) must cause convenient and safe means of access to be provided to every excavation in which persons are required to work, and such access may not be further than six meters from the point where any worker within the excavation is working;
 - (g) must ascertain, as far as is reasonably practicable, the location and nature of electricity, water, gas or other similar services which may in any way be affected by the work to be performed, and must before the commencement of excavation work that may affect any such service, take the steps that are necessary to render the circumstances safe for all persons involved;
 - (h) must ensure that every excavation, including all bracing and shoring, is inspected—
 - (i) daily, prior to the commencement of each shift;
 - (ii) after every blasting operation;
 - (iii) after an unexpected fall of ground;
 - (iv) after damage to supports; and

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- (v) after rain, by the competent person), in order to ensure the safety of the excavation and of persons, and those results must be recorded in a register kept on site and made available on request to an inspector, the client, the client's agent, any other Contractor or any employee;
- (i) must cause every excavation which is accessible to the public or which is adjacent to public roads or thoroughfares, or whereby the safety of persons may be endangered, to be—
- (i) adequately protected by a barrier or fence of at least one metre in height and as close to the excavation as is practicable; and
- (ii) provided with warning illuminates or any other clearly visible boundary indicators at night or when visibility is poor, or have resort to any other suitable and sufficient precautionary measure where subparagraphs (i) and (ii) are not practicable;
- (j) must ensure that all precautionary measures stipulated for confined spaces as determined in the General Safety Regulations, 2003, are complied with by any person entering any excavation;
- (k) must, where the excavation work involves the use of explosives, appoint a competent person in the use of explosives for excavation, and must ensure that a method statement is developed by that person in accordance with the applicable explosives legislation; and
- (l) Must cause warning signs to be positioned next to an excavation within which or where persons are working or carrying out inspections or tests.

8.2 Demolition

- 1) A Contractor must appoint a competent person in writing to supervise and control all demolition work on site.
- 2) A Contractor must ensure that before any demolition work is carried out, and in order to ascertain the method of demolition to be used, a detailed structural engineering survey of the structure to be demolished is carried out by a competent person and that a method statement on the procedure to be followed in demolishing the structure is developed by that person.
- 3) During a demolition, the competent person must check the structural integrity of the structure at intervals determined in the method statement, in order to avoid any premature collapses.
- 4) A Contractor who performs demolition work must—
 - (a) With regard to a structure being demolished, take steps to ensure that—
 - (i) no floor, roof or other part of the structure is overloaded with debris or material in a manner which would render it unsafe;
 - (ii) all reasonably practicable precautions are taken to avoid the danger of the structure collapsing when any part of the framing of a framed or partly framed building is removed, or when reinforced concrete is cut; and
 - (iii) precautions are taken in the form of adequate shoring or other means that may be necessary to prevent the accidental collapse of any part of the structure or adjoining structure;
 - (b) ensure that no person works under overhanging material or a structure which has not been adequately supported, shored or braced;
 - (c) ensure that any support, shoring or bracing contemplated in paragraph (b), is designed and constructed so that it is strong enough to support the overhanging material;

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- (d) where the stability of an adjoining building, structure or road is likely to be affected by demolition work on a structure, take steps to ensure the stability of such structure or road and the safety of persons;
 - (e) ascertain as far as is reasonably practicable the location and nature of electricity, water, gas or other similar services which may in any way be affected by the work to be performed, and must before the commencement of demolition work that may affect any such service, take the steps that are necessary to render circumstances safe for all persons involved;
 - (f) cause every stairwell used and every floor where work is being performed in a building being demolished, to be adequately illuminated by either natural or artificial means;
 - (g) cause convenient and safe means of access to be provided to every part of the demolition site in which persons are required to work; and
 - (h) erect a catch platform or net above an entrance or passageway or above a place where persons work or pass under, or fence off the danger area if work is being performed above such entrance, passageway, or place so as to ensure that all persons are kept safe where there is a danger or possibility of persons being struck by falling objects.
- 5) A Contractor must ensure that no material is dropped to any point, which falls outside the exterior walls of the structure, unless the area is effectively protected.
- 6) No person may dispose of waste and debris from a high place by a chute unless the chute—
- (a) is adequately constructed and rigidly fastened;
 - (b) if inclined at an angle of more than 45 degrees to the horizontal, is enclosed on its four sides;
 - (c) if of the open type, is inclined at an angle of less than 45 degrees to the horizontal;
 - (d) where necessary, is fitted with a gate at the bottom end to control the flow of material; and
 - (e) Discharges into a container or an enclosed area surrounded by barriers.

A Contractor must ensure that every chute used to dispose of rubble is designed in such a manner that rubble does not free-fall and that the chute is strong enough to withstand the force of the debris travelling along the chute.

A Contractor must ensure that no equipment is used on floors or working surfaces, unless such floors or surfaces are of sufficient strength to support the imposed loads.

Where a risk assessment indicates the presence of asbestos, a Contractor must ensure that all asbestos related work is conducted in accordance with the Asbestos Regulations, 2001, promulgated by Government Notice No. R. 155 of 10 February 2002.

Where a risk assessment indicates the presence of lead, a Contractor must ensure that all lead related work is conducted in accordance with the Lead Regulations, 2001, promulgated by Government Notice No. R.236 of 28 February 2002.

Where the demolition work involves the use of explosives, a method statement must be developed in accordance with the applicable explosives legislation, by an appointed person who is competent in the use of explosives for demolition work and all persons involved in the demolition works must adhere to demolition procedures issued by the appointed person. A Contractor must ensure that all waste and debris are as soon as reasonably practicable removed and disposed of from the site in accordance with the applicable legislation

8.3 Explosives and Blasting

The Principal Contractor shall ensure where blasting is required with the use of explosives, which it's in compliance with the Explosives Regulations.

The Principal Contractor must ensure that all work carried out in under the supervision of a competent person as defined in the Explosives Regulations which requires the competent person to have

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sufficient training and experience in and knowledge of, the health and safety aspects of explosives deemed appropriate by the National Explosives Council or any other organization approved by the chief inspector of occupational health and safety.

The Principal Contractor must ensure a detailed blasting plan; emergency plan and site layout plan is submitted for approval to the CLIENT.

8.4 Stacking of Materials and Housekeeping

A Contractor must, in addition to compliance with the provisions for the stacking of articles in the General Safety Regulations, 2003, ensure that—

- (a) a competent person is appointed in writing with the duty of supervising all stacking and storage on a construction site;
- (b) adequate storage areas are provided;
- (c) there are demarcated storage areas; and

Storage areas are kept neat and under control.

Housekeeping must also be maintained at all times as this will be inspected and evaluated by the CLIENT during monthly audits.

8.5 Hazardous Chemical Substances

The Contractor must ensure the necessary training and information regarding the use and storage of HCS is provided to all personnel, and that the use and storage of HCS is carried out as prescribed by the HCS Regulations.

Furthermore, the Contractor must ensure that all chemicals brought to site have a Material Safety Data Sheet (MSDS) and the users are made aware of the Occupational hazards and precautions that need to be taken when using the chemical.

The First Aider must also be made aware of the MSDS and how to treat HCS incidents appropriately.

Access to all HCS records shall be afforded to the CLIENT at all times.

8.5.1 Fuel / Diesel

- Bulk storage areas must be demarcated, secured and sign posted with the relevant warning pictograms.
- Bulk storage areas must be adequately bunded to ensure containment of 110% of the stored product.
- Re-fuelling must be conducted in designated re-fuelling areas only.
- Spill-kits must be available at all times in these designated areas.
- The surface of the bunded areas and walls must be of impermeable material.
- The bunded area must be sloped towards a collection pit.

A contractor must, in addition to compliance with the provisions for the use and storage of flammable liquids in the General Safety Regulations, 2003, ensure that—

- (a) where flammable liquids are being used, applied or stored at the workplace concerned, it is done in a manner that does not cause a fire or explosion hazard, and that the workplace is effectively ventilated;

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- (b) no person smokes in any place in which flammable liquid is used or stored, and the Contractor must affix a suitable and conspicuous notice at all entrances to any such areas prohibiting such smoking;
- (c) an adequate amount of efficient fire-fighting equipment is installed in suitable locations around the flammable liquids store with the recognized symbolic signs;
- (d) only the quantity of flammable liquid needed for work on one day is taken out of the store for use;
- (e) all containers holding flammable liquids are kept tightly closed when not in actual use and, after their contents have been used up, are removed from the construction site and safely disposed of;
- (f) where flammable liquids are decanted, the metal containers are bonded and earthed; and No flammable material, including cotton waste, paper, cleaning rags or similar material is stored together with flammable liquids.

8.6 Asbestos

The Contractor must ensure the provincial director be notified prior to commencement of working with asbestos on this Project, and proof of such notification must be forwarded to the CLIENT for record purposes.

The Principal Contractor must also ensure that all personnel and Contractor comply with the requirements of the Asbestos Regulations and that where work is to be done with Asbestos, only an approved asbestos Contractor is used.

The CLIENT will conduct ad hoc inspections to verify compliance in this regard.

8.7 Plant and Machinery

8.7.1 Construction Plant

- All plant must comply with the OHS Act requirements in relation to operation and maintenance thereof.
- Records of service and maintenance of the vehicles must be of a high standard at all times.
- All plant shall subject to design be fitted with back-up alarms and audible indicating devices.
- The Contractor shall ensure that all construction plants moving parts are adequately protected.
- Pre-start inspections shall be conducted on all motorized equipment daily, deviations of such inspections shall be recorded.
- Construction plant identified for use shall be operated by a trained and authorized operator only.
- All construction plant shall be operated under the direct supervision of a person competent to identify potential hazards in the work he is conducting.
- Work involving the use of construction plant shall be conducted in accordance with an approved Risk Assessment.
- The Contractor shall ensure all operators are equipped with the necessary PPE namely; safety shoes, overall, safety glasses, and gloves.
- All Plant shall be fitted with an extinguisher where practicable.
- Washing shall be conducted in the designated washing areas.

The Contractor shall ensure the all equipment moving to and from site is adequately secured, and that all Principal Contractor / Contractor S abide by this requirement.

The Contractor must provide proof of medical and psychological fitness including training of all operators engaged in the construction activity.

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A Contractor must, in addition to compliance with the Electrical Installation Regulations, 2009, and the Electrical Machinery Regulations, 1988, promulgated by Government Notice No. R. 1593 of 12 August 1988, ensure that—

- (a) before construction commences and during the progress thereof, adequate steps are taken to ascertain the presence of and guard against danger to workers from any electrical cable or apparatus which is under, over or on the site;
- (b) all parts of electrical installations and machinery are of adequate strength to withstand the working conditions on construction sites;
- (c) the control of all temporary electrical installations on the construction site is designated to a competent person who has been appointed in writing for that purpose;
- (d) all temporary electrical installations used by the Contractor are inspected at least once a week by a competent person and the inspection findings are recorded in a register kept on the construction site; and

All electrical machinery is inspected by the authorized operator or user on a daily basis using a relevant checklist prior to use and the inspection findings are recorded in a register kept on the construction site.

8.7.2 Transport of Personnel

Should it be necessary for the Contractor to transport their personnel to site, only safe vehicular transport must be provided. This shall include proper seating, side restraints and cover. No personnel shall be permitted to travel on any plant or equipment on the site works. Road safety principles shall be adhered to on and off site.

8.7.3 Vessels under Pressure (VuP) or Gas Bottles

The Contractor shall ensure they comply at all times with the requirements of Vessels under Pressure Regulations, with specific reference to the following:

- Ensuring all Equipment owned and hired-in Vessels under pressure, comply with the 36-month pressure vessel inspection, and a certificate of testing is available on site for inspection by the CLIENT.
- Ensuring that all personnel who shall use this equipment are competent and trained.
- Ensuring the users of this equipment are issued with the required PPE.
- Ensuring the area is adequately identified as a noise area and warnings are posted.
- Ensuring daily pre-start inspections are carried out on all the equipment and the findings recorded.
- Ensuring the correct fire prevention and fighting equipment is available at all times.
- Noise levels where possible shall be kept within reasonable operating norms.
- Ensure proper use and storage of gas during construction which may include trolleys upon which bottles are moved and chains to prevent bottles falling over.

The inspection of these activities will be included in the Client's monthly safety audits.

8.7.4 Fire Equipment

The Contractor shall ensure that all fire equipment to be used on site comply with the following:

- Extinguishers shall be placed in positions to ensure fast and easy access is maintained at all times.
- Placement of all extinguishers shall be depicted with the required pictograms.
- Extinguishers shall be serviced once annually, and after discharge or visible signs of depressurization.

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- The Contractor shall ensure all employees are adequately trained in the safe use of the extinguishers and proof of training is kept on site for inspection by the CLIENT.
- The Contractor shall ensure a person is appointed to inspect the extinguishers on a monthly basis and the results of which are to be entered into a register designed for that purpose.

A Contractor must, in addition to compliance with the Environmental Regulations for Workplaces, 1987, ensure that—

- (a) all appropriate measures are taken to avoid the risk of fire;
- (b) sufficient and suitable storage is provided for flammable liquids, solids and gases;
- (c) smoking is prohibited and notices in this regard are prominently displayed in all places containing readily combustible or flammable materials;
- (d) in confined spaces and other places in which flammable gases, vapours or dust can cause danger—
 - (i) only suitably protected electrical installations and equipment, including portable lights, are used;
 - (ii) there are no flames or similar means of ignition;
 - (iii) there are conspicuous notices prohibiting smoking;
 - (iv) oily rags, waste and other substances liable to ignite are without delay removed to a safe place; and
 - (v) adequate ventilation is provided;
- (e) combustible materials do not accumulate on the construction site;
- (f) welding, flame cutting and other hot work are done only after appropriate precautions have been taken to reduce the risk of fire;
- (g) suitable and sufficient fire-extinguishing equipment is placed at strategic locations or as may be recommended by the Fire Chief or local authority concerned, and that such equipment is maintained in a good working order;
- (h) the fire equipment contemplated in paragraph (g) is inspected by a competent person, who has been appointed in writing for that purpose, in the manner indicated by the manufacturer thereof;
- (i) a sufficient number of workers are trained in the use of fire- extinguishing equipment;
- (j) where appropriate, suitable visual signs are provided to clearly indicate the escape routes in the case of a fire;
- (k) the means of escape is kept clear at all times;
- (l) there is an effective evacuation plan providing for all—
 - (i) persons to be evacuated speedily without panic;
 - (ii) persons to be accounted for; and
 - (iii) plant and processes to be shut down; and
- (m) A siren is installed and sounded in the event of a fire.

8.7.5 Hired Plant and Machinery

The Contractor shall ensure the following criteria are adhered to when considering hired plant and machinery:

- Hired plant must be checked for safety compliance prior to being accepted for use on site, should a deviation be identified, the CLIENT reserves the right to order the removal of such equipment from site.
- Should hired equipment be accompanied by an operator, The Contractor shall ensure that the operator's competency be verified and the operator undergoes an induction training session.

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- The Contractor shall ensure the operators of hired plant attend weekly toolbox talks in conjunction with The Contractor site personnel.
- The Contractor shall ensure that all operators are equipped with the required PPE before commencing work on site.

8.7.6 Scaffolding / Working at heights / false work / Formwork for Structures Fall Protection

8.7.6.1 Fall Protection

- 1) A Contractor must—
 - (a) designate a competent person to be responsible for the preparation of a fall protection plan;
 - (b) ensure that the fall protection plan contemplated in paragraph (a) is implemented, amended where and when necessary and maintained as required; and
 - (c) Take steps to ensure continued adherence to the fall protection plan.
- 2) A fall protection plan must include—
 - (a) a risk assessment of all work carried out from a fall risk position and the procedures and methods used to address all the risks identified per location;
 - (b) the processes for the evaluation of the employees' medical fitness necessary to work at a fall risk position and the records thereof;
 - (c) a programme for the training of employees working from a fall risk position and the records thereof;
 - (d) the procedure addressing the inspection, testing and maintenance of all fall protection equipment; and
 - (e) A rescue plan detailing the necessary procedure, personnel and suitable equipment required to affect a rescue of a person in the event of a fall incident to ensure that the rescue procedure is implemented immediately following the incident.
- 3) A Contractor must ensure that a construction manager appointed is in possession of the most recently updated version of the fall protection plan.
- 4) A Contractor must ensure that—
 - (a) all unprotected openings in floors, edges, slabs, hatchways and stairways are adequately guarded, fenced or barricaded or that similar means are used to safeguard any person from falling through such openings;
 - (b) no person is required to work in a fall risk position, unless such work is performed safely;
 - (c) fall prevention and fall arrest equipment are—
 - (i) approved as suitable and of sufficient strength for the purpose for which they are being used, having regard to the work being carried out and the load, including any person, they are intended to bear; and
 - (ii) securely attached to a structure or plant, and the structure or plant and the means of attachment thereto are suitable and of sufficient strength and stability for the purpose of safely supporting the equipment and any person who could fall; and
 - (d) Fall arrest equipment is used only where it is not reasonably practicable to use fall prevention equipment.
- 5) Where roof work is being performed on a construction site, the Contractor must ensure that; in addition to the requirements set out in sub-regulations (2) and (4), it is indicated in the fall protection plan that—
 - (a) the roof work has been properly planned;

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- (b) the roof erectors are competent to carry out the work;
- (c) no employee is permitted to work on roofs during inclement weather conditions or if any conditions are hazardous to the health and safety of the employee;
- (d) all covers to openings and fragile material are of sufficient strength to withstand any imposed loads;
- (e) suitable and sufficient platforms, coverings or other similar means of support have been provided to be used in such a way that the weight of any person passing across or working on or from fragile material is supported; and
- (f) Suitable and sufficient guard-rails, barriers and toe-boards or other similar means of protection prevent, as far as is reasonably practicable, the fall of any person, material or equipment.

8.7.6.2 Structures

1) A Contractor must ensure that-

- (a) all reasonably practicable steps are taken to prevent the uncontrolled collapse of 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;
- (b) no structure or part of a structure is loaded in a manner which would render it unsafe; and
- (c) All drawings pertaining to the design of the relevant structure are kept on site and are available on request to an inspector, other Contractors, the client and the client's agent or employee.

2) An owner of a structure must ensure that—

- (a) inspections of that structure are carried out periodically by competent persons in order to render the structure safe for continued use;
- (b) that the inspections contemplated in paragraph (a) are carried out at least once every six months for the first two years and thereafter yearly;
- (c) the structure is maintained in such a manner that it remains safe for continued use;
- (d) The records of inspections and maintenance are kept and made available on request to an inspector.

8.7.6.3 Temporary Works – Includes Formwork and support work

1) A Contractor must appoint a temporary works designer in writing to design, inspect and approve the erected temporary works on site before use.

2) A Contractor must ensure that all temporary works operations are carried out under the supervision of a competent person who has been appointed in writing for that purpose.

3) A Contractor must ensure that—

- (a) all temporary works structures are adequately erected, supported, braced and maintained by a competent person so that they are capable of supporting all anticipated vertical and lateral loads that may be applied to them, and that no loads are imposed onto the structure that the structure is not designed to withstand;
- (b) all temporary works structures are done with close reference to the structural design drawings, and where any uncertainty exists the structural designer should be consulted;
- (c) detailed activity specific drawings pertaining to the design of temporary works structures are kept on the site and are available on request to an inspector, other Contractors, the client, the client's agent or any employee;
- (d) all persons required to erect, move or dismantle temporary works structures are provided with adequate training and instruction to perform those operations safely;
- (e) all equipment used in temporary works structure are carefully examined and checked for suitability by a competent person, before being used;

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- (f) all temporary works structures are inspected by a competent person immediately before, during and after the placement of concrete, after inclement weather or any other imposed load and at least on a daily basis until the temporary works structure has been removed and the results have been recorded in a register and made available on site;
 - (g) no person may cast concrete, until authorization in writing has been given by the competent person contemplated in paragraph (a);
 - (h) if, after erection, any temporary works structure is found to be damaged or weakened to such a degree that its integrity is affected, it is safely removed or reinforced immediately;
 - (i) adequate precautionary measures are taken in order to—
 - (i) secure any deck panels against displacement; and
 - (ii) prevent any person from slipping on temporary works due to the application of release agents;
 - (j) as far as is reasonably practicable, the health of any person is not affected through the use of solvents or oils or any other similar substances;
 - (k) upon casting concrete, the temporary works structure is left in place until the concrete has acquired sufficient strength to safely support its own weight and any imposed load, and is not removed until authorization in writing has been given by the competent person contemplated in paragraph (a);
 - (l) The foundation conditions are suitable to withstand the loads caused by the temporary works structure and any imposed load in accordance with the temporary works design.
 - (m) provision is made for safe access by means of secured ladders or staircases for all work to be carried out above the foundation bearing level;
 - (n) a temporary works drawing or any other relevant document includes construction sequences and methods statements;
 - (o) the temporary works designer has been issued with the latest revision of any relevant structural design drawing;
 - (p) a temporary works design and drawing is used only for its intended purpose and for a specific portion of a construction site; and
 - (q) The temporary works drawings are approved by the temporary works designer before the erection of any temporary works.
- 4) No Contractor may use a temporary works design and drawing for any works other than its intended purpose.

8.7.6.4 Scaffolding

A Contractor must appoint a competent person in writing who must ensure that all scaffolding work operations are carried out under his or her supervision and that all scaffold erectors, team leaders and inspectors are competent to carry out their work.

A Contractor using access scaffolding must ensure that such scaffolding, when in use, complies with the safety standards incorporated for this purpose into these Regulations under section 44 of the Act.

8.7.6.5 Suspended Platforms

- 1) A Contractor must appoint a competent person in writing who must ensure that all suspended platforms work operations are carried out under his or her supervision and that all suspended platform erectors, operators and inspectors are competent to carry out their work.
- (2) No Contractor may use or permit the use of a suspended platform, unless—
 - (a) the design, stability and construction thereof comply with the safety standards incorporated for this purpose into these Regulations under section 44 of the Act;
 - (b) he or she is in possession of a certificate of system design issued by a professional engineer, certificated engineer or a professional technologist for the use of the suspended platform system; and

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- (c) he or she is, before the commencement of the work, in possession of an operational compliance plan developed by a competent person based on the certificate of system design contemplated in subparagraph (b) and applicable to the environment in which the system is being used, which operational compliance plan must include proof of the—
- (i) appointment of the competent person contemplated in sub regulation (1);
 - (ii) competency of erectors, operators and inspectors;
 - (iii) operational design calculations, which must comply with the requirements of the system design certificate;
 - (iv) performance test results;
 - (v) sketches indicating the completed system with the operational loading capacity of the platform;
 - (vi) procedures for and records of inspections having been carried out; and
 - (vii) Procedures for and records of maintenance work having been carried out.
- (3) A Contractor making use of a suspended platform system must submit a copy of the certificate of system design including a copy of the operational design calculations, sketches and test results, to the provincial director before commencement of the use of the system and must further indicate the intended type of work that the system will be used for.
- (4) A Contractor must submit a copy of the certificate of system design in the manner contemplated in for every new project.
- (5) A Contractor must ensure that the outriggers of each suspended platform—
- (a) are constructed of material of adequate strength and have a safety factor of at least four in relation to the load it is to carry; and
 - (b) Have suspension points provided with stop devices or other effective devices at the outer ends to prevent the displacement of ropes.
- (6) A Contractor must ensure that—
- (a) the parts of the building or structure on which the outriggers of a suspended platform are supported, are checked by means of calculations to ensure that the required safety factor is adhered to without risk of damage to the building or structure;
 - (b) the suspension wire rope and the safety wire rope are separately connected to the outrigger;
 - (c) each person on a suspended platform is provided with and wears a body harness as a fall prevention device, which must at all times be attached to the suspended platform;
 - (d) the hand or power driven machinery to be used for the lifting or lowering of the working platform of a suspended platform is constructed and maintained in such a manner that an uncontrolled movement of the working platform cannot occur;
 - (e) the machinery referred to in paragraph (d) is so situated that it is easily accessible for inspection;
 - (f) the rope connections to the outriggers are vertically above the connections to the working platform; and
 - (g) When the working platform is suspended by two ropes only, the connections of the ropes to the working platform are of a height above the level of the working platform to ensure the stability of the working platform.
- (7) A Contractor must ensure that a suspended platform—
- (a) is suspended as near as possible to the structure to which work is being done to prevent as far as is reasonably practicable horizontal movement away from the face of the structure;
 - (b) is fitted with anchorage points to which workers must attach the lanyard of the safety harness worn and used by the worker, and such anchorage connections must have sufficient strength to withstand any potential load applied to it; and

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- (c) is fitted with a conspicuous notice easily understandable by all workers working with the suspended platform, showing—
- (i) the maximum mass load;
 - (ii) the maximum number of persons; and
 - (iii) The maximum total mass load, including load and persons, which the suspended platform can carry.
- (8) A Contractor must cause—
- (a) the whole installation and all working parts of a suspended platform to be thoroughly examined by a competent person in accordance with the manufacturer's specification;
 - (b) the whole installation to be subjected to a performance test as determined by the standard to which the suspended platform was manufactured;
 - (c) the performance test contemplated in paragraph (b) to be done by a competent person appointed in writing, with the knowledge and experience of erection and maintenance of suspended platforms or similar machinery, and who must determine the serviceability of the structures, ropes, machinery and safety devices before they are used, every time suspended platforms are erected; and
 - (d) the performance test contemplated in paragraph (b) of the whole installation of the suspended platform to be subjected to a load equal to that prescribed by the manufacturer or, in the absence of such load, to a load of 110 per cent of the rated mass load, at intervals not exceeding 12 months and in such a manner that every part of the installation is stressed accordingly.
- (9) A Contractor must, in addition to sub regulation (8), cause every hoisting rope, hook or other load-attaching device which forms part of the suspended platform to be thoroughly examined in accordance with the manufacturer's specification by the competent person contemplated in sub regulation (8) before they are used every time they are assembled, and, in cases of continuous use, at intervals not exceeding three months.
- (10) A Contractor must ensure that the suspended platform supervisor contemplated in sub regulation (1), or the suspended platform inspector contemplated in sub regulation (8)(c), carries out a daily inspection of all the equipment prior to use, including establishing whether—
- (a) all connection bolts are secure;
 - (b) all safety devices are functioning;
 - (c) all safety devices are not tampered with or vandalized;
 - (d) the total maximum mass load of the platform is not exceeded;
 - (e) the occupants in the suspended platform are using body harnesses which have been properly attached;
 - (f) there are no visible signs of damage to the equipment; and
 - (g) All reported operating problems have been attended to.
- (11) A Contractor must ensure that all inspection and performance test records are kept on the construction site at all times and made available to an inspector, the client, the client's agent or any employee upon request.
- (12) A Contractor must ensure that all employees required to work or to be supported on a suspended platform are—
- (a) medically fit to work safely in a fall risk position or such similar environment by being in possession of a medical certificate of fitness;
 - (b) competent in conducting work related to suspended platforms safely;
 - (c) trained or received training, which includes at least—
 - (i) how to access and egress the suspended platform safely;
 - (ii) how to correctly operate the controls and safety devices of the equipment;
 - (iii) information on the dangers related to the misuse of safety devices; and

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- (iv) information on the procedures to be followed in the case of—
 - (v) an emergency;
 - (vi) the malfunctioning of equipment; and
 - (vii) the discovery of a suspected defect in the equipment; and
 - (viii) Instructions on the proper use of body harnesses.
- (13) A Contractor must ensure that where the outriggers of a suspended platform are to be moved, only persons trained and under the supervision of the competent person effect such move, within the limitation stipulated in the operational compliance plan contemplated in sub regulation (2) (c), and that the supervisor must carry out an inspection and record the result thereof prior to re-use of the suspended platform.
- (14) A Contractor must ensure that the suspended platform is properly isolated after use at the end of each working day in such a manner that no part of the suspended platform presents a danger to any person thereafter.

8.7.8 Ladders and Ladder Work

The following requirements shall be complied with regarding Ladders and Ladder work:

- Ladders shall be clearly numbered, and inspected on the register provided.
- A competent person shall be identified and appointed as the ladder inspector.
- Where aluminium ladders cannot be used, then wooden ladders shall be straight grained, unpainted to allow for proper inspection of the grain for cracking.
- Ladders shall be secured at the top and chocked at the base to prevent slipping.
- Where chocking of the base is not possible, then the user shall ensure that the ladder is held in position by another employee when ascending the ladder.
- Ladders shall be inspected a minimum once per month by the person appointed as the ladder inspector.
- Proper storage shall be provided for all ladders when not in use.

8.7.9 General Machinery

In accordance with General Machinery Regulation 2(1), The Contractor shall:

- Ensure a competent person be appointed as defined in the above clause from the Occupational Health and Safety Act, 85 of 1993 and Regulations, to service and maintain all machinery in use on site.
- The Contractor shall appoint additional competent persons to assist the competent person mentioned above in accordance with General Machinery Regulation 2(7) (a), as and when required.
- The Contractor shall ensure that records are maintained of all services conducted.
- The Contractor shall provide to the CLIENT a copy of the above appointments prior to work commencing on site.

8.7.10 Lighting and Power

The Contractor shall ensure lighting circuits and power circuits are fitted with suitable earth leakage systems and installed by an approved authority.

The Contractor shall ensure that:

- Earth leakage system will be tested monthly.
- Malfunctions shall be repaired immediately or replaced.
- Lighting shall be so positioned as not to interfere with construction activities.
- Lighting shall be provided to ensure adequate visibility under all conditions.

Contractor

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- Lighting and electrical installations shall be weather proof.

8.7.11 Portable Electrical Tools / Explosive Power Tools

The Contractor shall ensure the following procedure is adhered to regarding Portable Electrical Tools and Explosive Powered tools:

- Minimum compliance with legislation.
- Only competent persons shall be permitted to conduct routine and monthly inspections on the equipment.
- Persons competent to inspect the equipment must be appointed in writing.
- Persons must be trained to operate such equipment and must be appointed and shall be the only authorised person to operate the equipment.
- The Contractor shall ensure operation of the equipment is in accordance with an approved Risk Assessment and Safe Working Procedure.
- All users shall undergo regular awareness training to ensure compliance.
- The Contractor shall ensure the required PPE and clothing is provided and maintained.

8.7.12 Public Health and Safety

In the interests of public safety, The Contractor shall ensure that all persons who may be affected by the work being conducted on site are informed and kept aware of the dangers, which may arise from the work being conducted on site.

This awareness shall be in the form of posters and inductions for visitors to site and warning signs.

8.7.13 Night Work

Night work shall only be conducted upon approval of the CLIENT, with the same safety standard being applied for these activities as with day work activities.

8.7.14 Facilities for Safe Keeping / eating areas

The Contractor shall ensure that adequate facility is provided for the personnel on site. The area shall be provide the following:

- Sufficient seating;
- Seating under cover;
- Protected change room;
- Toilets.
- Hand wash facility.
- Potable water.

No food preparation shall be permitted on site and designated eating areas will be made to allow adequate seating.

Waste bins must be provided with plastic liners and must be strategically placed and cleared regularly.

8.7.15 Construction vehicles and mobile plant

- 1) A Contractor must ensure that all construction vehicles and mobile plant—
 - (a) are of an acceptable design and construction;
 - (b) are maintained in a good working order;
 - (c) are used in accordance with their design and the intention for which they were designed, having due regard to safety and health;
 - (d) are operated by a person who—

Contractor

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- (i) has received appropriate training, is certified competent and in possession of proof of competency and is authorised in writing to operate those construction vehicles and mobile plant;
 - (ii) Has a medical certificate of fitness to operate those construction vehicles and mobile plant, issued by an occupational health practitioner in the form of Annexure 3.
 - (e) have safe and suitable means of access and egress;
 - (f) are properly organized and controlled in any work situation by providing adequate signalling or other control arrangements to guard against the dangers relating to the movement of vehicles and plant, in order to ensure their continued safe operation;
 - (g) are prevented from falling into excavations, water or any other area lower than the working surface by installing adequate edge protection, which may include guardrails and crash barriers;
 - (h) are fitted with structures designed to protect the operator from falling material or from being crushed should the vehicle or mobile plant overturn;
 - (i) are equipped with an acoustic warning device which can be activated by the operator;
 - (j) are equipped with an automatic acoustic reversing alarm; and
 - (k) Are inspected by the authorised operator or driver on a daily basis using a relevant checklist prior to use and that the findings of such inspection are recorded in a register kept in the construction vehicle or mobile plant.
- (2) A Contractor must ensure that—
- (a) no person rides or is required or permitted to ride on a construction vehicle or mobile plant otherwise than in a safe place provided thereon for that purpose;
 - (b) every construction site is organized in such a way that, as far as is reasonably practicable, pedestrians and vehicles can move safely and without risks to health;
 - (c) the traffic routes are suitable for the persons, construction vehicles or mobile plant using them, are sufficient in number, in suitable positions and of sufficient size;
 - (d) every traffic route is, where necessary, indicated by suitable signs;
 - (e) all construction vehicles and mobile plant left unattended at night, adjacent to a public road in normal use or adjacent to construction areas where work is in progress, have appropriate lights or reflectors, or barricades equipped with appropriate lights or reflectors, in order to identify the location of the vehicles or plant;
 - (f) all construction vehicles or mobile plant when not in use, have buckets, booms or similar appendages, fully lowered or blocked, controls in a neutral position, motors stopped, wheels chocked, brakes set and ignition secured;
 - (g) whenever visibility conditions warrant additional lighting, all mobile plant are equipped with at least two headlights and two taillights when in operation;
 - (h) tools, material and equipment are secured and separated by means of a physical barrier in order to prevent movement when transported in the same compartment with employees;
 - (i) vehicles used to transport employees have seats firmly secured and adequate for the number of employees to be carried; and

All construction vehicles or mobile plant traveling, working or operating on public roads comply with the requirements of the National Road Traffic Act, 1996.

8.7.16 Cranes

A Contractor must, in addition to compliance with the Driven Machinery Regulations, 1988 ensure that where tower cranes are used—

- (a) they are designed and erected under the supervision of a competent person;
- (b) a relevant risk assessment and method statement are developed and applied;
- (c) the effects of wind forces on the crane are taken into consideration and that a wind speed device is fitted that provides the operator with an audible warning when the wind speed exceeds the design engineer's specification;

Contractor

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- (d) the bases for the tower cranes and tracks for rail-mounted tower cranes are firm, level and secured;
- (e) the tower crane operators are competent to carry out the work safely; and

The tower crane operators have a medical certificate of fitness to work in such an environment, issued by an occupational health practitioner in the form of Annexure 3.

8.7.17 Bulk Mixing Plants

- (1) A Contractor must ensure that the operation of a bulk mixing plant is supervised by a competent person who has been appointed in writing and is—
 - (a) aware of all the dangers involved in the operation thereof; and
 - (b) Conversant with the precautionary measures to be taken in the interest of health and safety.
- (2) No person supervising or operating a bulk mixing plant may authorize any other person to operate the plant, unless that person is competent to operate a bulk mixing plant.
- (3) A Contractor must ensure that the placement and erection of a bulk mixing plant complies with the requirements set out by the manufacturer and that such plant is erected as designed.
- (4) A Contractor must ensure that all devices to start and stop a bulk mixing plant are provided and that those devices are—
 - (a) placed in an easily accessible position; and
 - (b) Constructed in a manner to prevent accidental starting.
- (5) A Contractor must ensure that the machinery and plant selected is suitable for the mixing task and that all dangerous moving parts of a mixer are placed beyond the reach of persons by means of doors, covers or other similar means.
- (6) No person may remove or modify any guard or safety equipment relating to a bulk mixing plant, unless authorized to do so by the appointed person contemplated in sub regulation (1).
- (7) A Contractor must ensure that all precautionary measures stipulated for confined spaces as determined in the General Safety Regulations, 2003, are complied with when entering any silo.
- (8) A Contractor must ensure that a record is kept of all repairs or maintenance to a bulk mixing plant and that the record is available on site to an inspector, the client, the client's agent or any employee.

8.7.18 Material Hoists

- (1) A Contractor must ensure that every material hoist and its tower have been constructed in accordance with the generally accepted technical standards and are strong enough and free from defects.
- (2) A Contractor must ensure that the tower of every material hoist is—
 - (a) erected on firm foundations and secured to the structure or braced by steel wire guy ropes, and extends to a distance above the highest landing to allow a clear and unobstructed space of at least 900 millimetres for over travel;
 - (b) enclosed on all sides at the bottom, and at all floors where persons are at risk of being struck by moving parts of the hoist, except on the side or sides giving access to the material hoist, with walls or other effective means to a height of at least 2100 millimetres from the ground or floor level; and
 - (c) Provided with a door or gate at least 2100 millimetres in height at each landing, and that door or gate must be kept closed except when the platform is at rest at such a landing.

Contractor

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- (3) A Contractor must cause—
- (a) the platform of every material hoist to be designed in a manner that it safely contains the loads being conveyed and that the combined mass of the platform and the load does not exceed the designed lifting capacity of the hoist;
 - (b) the hoisting rope of every material hoist which has a remote winch to be effectively protected from damage by any external cause to the portion of the hoisting rope between the winch and the tower of the hoist; and
 - (c) Every material hoist to be provided with an efficient brake capable of holding the platform with its maximum load in any position when power is not being supplied to the hoisting machinery.
- (4) No Contractor may require or permit trucks, barrows or material to be conveyed on the platform of a material hoist and no person may so convey trucks, barrows or material unless those articles are secured or contained in a manner that displacement thereof cannot take place during movement.
- (5) A Contractor must cause a notice, indicating the maximum mass load which may be carried at any one time and the prohibition of persons from riding on the platform of the material hoist, to be affixed around the base of the tower and at each landing.
- (6) A Contractor of a material hoist may not require or permit any person to operate a hoist, unless the person is competent in the operation of that hoist.
- (7) No Contractor may require or permit any person to ride on a material hoist.
- (8) A Contractor must ensure that every material hoist—
- (a) is inspected on daily basis by a competent person appointed in writing by the Contractor and such competent person must have the experience pertaining to the erection and maintenance of material hoists or similar machinery;
 - (b) inspection contemplated in paragraph (a), includes the determination of the serviceability of the entire material hoist, including guides, ropes and their connections, drums, sheaves or pulleys and all safety devices;
 - (c) inspection results are entered and signed in a record book by a competent person, which book must be kept on the premises for that purpose;
 - (d) Is properly maintained and the maintenance records in this regard are kept on site.

8.7.19 Rope Access

- (1) A Contractor must—
- (a) appoint a competent person in writing as a rope access supervisor with the duty of supervising all rope access work on the site, including the duty of ensuring occupational health and safety compliance in relation to rope access work: Provided that the appointment of any such person does not relieve the construction manager of any personal accountability for failing in his management duties in terms of this regulation;
 - (b) ensure that all rope access work on the construction site is carried out under the supervision of a competent person; and
 - (c) Ensure that all rope access operators are competent and licensed to carry out their work.
- (2) No Contractor may use or allow the use of rope access work unless—
- (a) the design, selection and use of the equipment and anchors comply with the safety standards incorporated for this purpose into these Regulations under section 44 of the Act; and

Contractor

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- (b) He or she is in possession of a site specific fall protection plan developed by a competent person applicable to the specific work and environment prior to the commencement of the work, including records of maintenance and inspections of all the equipment used for the work operations.
- (3) A Contractor must ensure that adequate measures are in place to allow rescue procedures to commence immediately in the event of a fall incident taking place.

8.7.20 Tunnelling

No person may enter a tunnel, which has a height dimension of less than 800 millimetres.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



9. MANDATORY AGREEMENT

AGREEMENT WITH MANDATORY
OCCUPATIONAL HEALTH AND SAFETY ACT, (Act No 85 of 1993) AGREEMENT WITH MANDATORY In terms of Section 37(1) and (2)
WRITTEN AGREEMENT ENTERED INTO AND BETWEEN
(Hereinafter referred to as the Company) AND
Contractor (Hereinafter referred to as The Contractor)
Compensation Fund Number: _____
AGREEMENT WITH MANDATORY TO BE COMPLETED IN BLACK INK AND EACH PAGE AND CHANGE TO BE INITIALLED.

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2



Definition of Mandatory

Includes an agent, a Contractor or sub-Contractor for work, but without derogating from his status in his own right as an employer or user.

Occupational Health and Safety Act (No. 85 of 1993)

1. You are requested to, as far as you reasonably can, comply with the requirements of the OHS ACT 93 and Construction Regulations 2014.
2. Your attention is drawn to “General Duties of Employers to their Employees” as required by Sect 8 of the Act
3. You are required to:
 - 3.1 Sign a written “Agreement with Mandatory” as required by Sect 37(1)(2) of the Act with us before you commence any work on my / our premises / site.
 - 3.2 Provide the client / Principal Contractor with a documented health and safety plan.
 - 3.3 Provide the client / Principal Contractor with written appointment of the person who is going to supervise the construction work as per Construction Regulation 6(1).
Note: Electrician to provide copy of certificate of registration as per Elect. Install Reg. 9(3).
 - 3.4 Provide the client / Principal Contractor with written designation of your nominated Health and Safety Representative as per Sect 17(1).
 - 3.5 If you employ more than five (5) persons, you are required to provide your own First Aid Box. (General Safety Regulation 3 (2).)
 - 3.6 If you employ more than ten (10) persons, you are required to provide your own qualified First Aider as per General Safety Regulation 3(4).
 - 3.7 When working with hazardous chemical substances, comply with Hazardous Chemical Substances Regulation 3. Note: Asbestos and Lead regulations are separate.
 - 3.8 When using a Materials Hoist, comply with Construction Regulation 19.
 - 3.9 When using Lifting Machines and Lifting Tackle, comply with Cranes Regulation 22.
 - 3.10 When using Explosive actuated fastening devices, comply with Construction Regulation 21.
 - 3.11 When using Scaffolding, Formwork and support work, comply with Construction Regulation 12 and 16.
 - 3.12 When Excavating and Demolishing work, comply with Construction Regulation 13 and 14.
 - 3.13 When Welding, Flame Cutting, Soldering, comply with General Safety Regulation 9.
 - 3.14 When working in confined spaces, comply with General Safety Regulation 5.
4. You are responsible for providing your own legal safety documents and registers to comply with the Act’s requirements. A copy of the OHS Act of 1993 should be available in the main Contractors office.
5. Personal protective equipment which will allow them to carry out their work in a safe manner, e.g. hard hats, safety belts, gloves, safe footwear, eye protection, ear protection, waterproof clothing etc.
6. Reporting of Incidents and Occupational Diseases shall be done as per General Admin. Regulation 6. (Also see Sect 26 of the Act.)

Compensation for Occupational Injuries and Diseases Act (No 130 of 1993)

You are required to provide the client proof of registration with the Compensation Commissioner/Federated Employer’s Mutual within seven (7) days after signing this agreement. Failure to do so would result in the client notifying the agent of the Commissioner to investigate and make an assessment of your wage return and the applicable levy you have to pay, which will be liable for a deduction from your monthly progress payments and paid over to the Commissioner. (Copies of proof of payment will be provided to the Contractor) See Section 89(1) of the COID Act.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



AGREEMENT WITH MANDATORY In terms of Section 37 (1) and (2)

Section 37 (1)	<p>Whenever an employee does or omits to do any act which it would be an offence in terms of this Act for the employer of such employee or a user to do or omit to do, then unless it is proved that –</p> <p>(a) in doing or omitting to do that act the employee was acting without the connivance or permission of the employer or any such user;</p> <p>(b) it was not under any condition or in any circumstance within the scope of the authority of the employee to do or omit to do an act, whether lawful or unlawful, of the character of the act or omission charged; and</p> <p>(c) all reasonable steps were taken by the employer or any such user to prevent any act or omission of the kind in question,</p>
Section 37 (2)	<p>the employer or any such user himself shall be presumed to have done or omitted to do that act, and shall be liable to be convicted and sentenced in respect thereof; and the fact that he issued instructions forbidding any act or omission of the kind in question shall not, in itself, be accepted as sufficient proof that he took all reasonable steps to prevent the act or omission.</p> <p>The provisions of subsection (1) shall “mutatis mutandis” apply in the case of a mandatory of any employer or user, except if the parties have agreed in writing to the arrangements and procedures between them to ensure compliance by the mandatory with the provisions of the Act.</p>

I,.....(Responsible person) for,(Company)

Appoint, (Contractor) at the following premises / site:

Period:

AUTHORISED SIGNATORY FOR THE COMPANY (Principal Contractor)

Signature	Designation	Date

ACCEPTANCE SIGNATORY FOR THE Contractor

I hereby acknowledge receipt of and accept and understand the requirements of this agreement and shall ensure compliance with the OHS Act 85, of 1993.

Signature	Designation	Date

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



10. MEASUREMENT AND PAYMENT

10.1 Principles

It is a condition of this contract that Contractors, who submit tenders for this contract, shall make provision in the applicable payment item in the Bill of Quantities for the cost of all health and safety measures during the construction process. All associated activities and expenditure are deemed to be included in the Contractor's tendered rate for "Health and Safety Obligations".

(a) Safety personnel

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

(b) Records and registers

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

END OF SECTION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



MOHOKARE LOCAL MUNICIPALITY

CONTRACT No SCM/MOH/14/2024

***RE-ADVERT: THE COMPLETION OF THE ROUXVILLE /
ROLELEATHUNA WATER TREATMENT WORKS (WTW)***

PORTION 2: CONTRACT

PART C2: PRICING DATA

SEE VOLUME 2 OF BILL OF QUANTITIES

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



MOHOKARE LOCAL MUNICIPALITY

CONTRACT No SCM/MOH/14/2024

***RE-ADVERT:THE COMPLETION OF THE ROUXVILLE /
ROLELEATHUNA WATER TREATMENT WORKS (WTW)***

PART C2: PRICING DATA

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Contractor

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Witness 1

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MOHOKARE LOCAL MUNICIPALITY

CONTRACT No SCM/MOH/14/2024

***RE-ADVERT:THE COMPLETION OF THE ROUXVILLE /
ROLELEATHUNA WATER TREATMENT WORKS (WTW)***

PORTION 2: CONTRACT

PART C2: PRICING DATA

PART C2.1: PRICING INSTRUCTIONS

Contractor

Witness 1

Witness 2

Employer

Witness 1

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MOHOKARE LOCAL MUNICIPALITY

CONTRACT No SCM/MOH/14/2024

RE-ADVERT: THE COMPLETION OF THE ROUXVILLE / ROLELEATHUNA WATER TREATMENT WORKS (WTW)

PART C2.1: PRICING INSTRUCTIONS

1. GENERAL

These pricing instructions provide the Tenderer with guidelines and requirements with regard to the completion of the Bill of Quantities. These pricing instructions also describe the criteria and assumptions which will be assumed in the Contract to have been taken into account by the Tenderer when developing his prices.

The Bill of Quantities shall be read with all the documents which form part of this Contract.

The following words have the meaning hereby assigned to them:

Unit	:	The Unit of measurement for each item of work in terms of the Scope of Work.
Quantity	:	The number of units for each item.
Rate	:	The payment per unit of work at which the tenderer tenders to do the work.
Amount	:	The product of the quantity and the rate tendered for an item.
Lump sum (L.Sum)	:	An amount tendered for an item, the extend of which is described in the Pricing Instructions, Bill of Quantities or the Scope of Work but the quantity of work of which is not measured in any units.

2. PAY ITEMS

For Civil works, the method of measurement and payment published in the clauses titled 'Measurement and Payment' in the various sections of the Standardized Specification for Civil Engineering Construction, SANS 1200 (1986 version), is applicable, subject to the variations and amendments contained in section C3.4.3.

Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the Standard Specifications. The measurement and payment clause of each Standard 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 Standard Specification, or the Scope of Work, conflict with the terms of the Bill of Quantities, the requirements of the Standard Specification or Scope of Work, as applicable, shall prevail.

The item numbers appearing in the Bill of Quantities refer to the corresponding item number in the standard specifications or as amended in the Scope of Work. In the letter case, the item number is prefixed with the letter "PS". The same applies to new clauses added to the standard specification.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

mm	=	millimetre	h	=	hour
m	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1 000 kg)
m ²	=	square metre	No.	=	number
m ² .pass	=	square metre pass	sum	=	lump sum
ha	=	hectare	MN	=	meganewton
m ³	=	cubic metre	MN.m	=	meganewton-metre
m ³ -km	=	cubic metre-kilometre	PC sum	=	Prime Cost Sum
l	=	litre	Prov sum	=	Provisional sum
kl	=	kilolitre	%	=	per cent
MPa	=	megapascal	kW	=	kilowatt

3. QUANTITIES

- 3.1 Unless otherwise stated, items are measured net and no allowance is made for waste.
- 3.2 The quantities set out in the Bill of Quantities are the estimated quantities of the Works, and do not necessarily represent the actual amount of work to be done. The quantities shown in the bills of quantities are for all the total estimated work per part of work during the current financial year only. It is anticipated that the budget amount for the next financial year will be similar.
- 3.3 All the work of a specific part may be allocated to one contractor by the municipality or it may be shared between all the appointed contractors for that specific part of the work.
- 3.4 The quantities certified for payment, and not the quantities given in the Bill of Quantities, shall be used for determining payments to the Contractor. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.

4. RATES

- 4.1 The prices and rates to be inserted in the Bill of Quantities are to be full inclusive prices 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 tender 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.
- 4.2 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 or where a word or phrase such as "included" or "provided elsewhere" will be accepted as a rate of nil (R0,00) having been entered against such items and covered by the other prices or rates in the schedule.

Any work executed to which such a pay item applies, shall be measured under the appropriate items in the Bill of Quantities and valued at a rate of nil (R0,00). The rate of nil shall be valid irrespective of any change in the quantities during the execution of the Contract.

- 4.3 The Tenderer shall fill in a rate against all items where the words "rate only" appears in the amount column. The intention is that, although no work is foreseen under such item and no quantities are consequently given in the quantity column, the tendered rate shall apply should work under this item be actually required.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- 4.4 Except where rates only are required, the Tenderer shall insert all amounts to be included in his total tendered price in the “Amount” column and show the corresponding total tendered price.
- 4.5 The Tenderer shall not group together a number of items and tender one rate for such group of items.
- 4.6 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 discarded.
- 4.7 All prices and rates entered in the Bill of Quantities must be **excluding Value Added Tax (VAT)**. VAT will be added last on the summary page of the Bill of Quantities.
- 4.8 Should excessively high unit prices be tendered, such prices may be of sufficient importance to warrant rejection of a tender by the Employer.
- 4.9 Where the Contractor is required to furnish detailed drawings and designs or other information in terms of the Contract Documents, all costs thereof shall be deemed to have been provided for and included in the unit rates and sum amounts tendered for the items scheduled in the Bill of Quantities, and separate additional payments will not be made.
- 4.10 If 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 unit rate shall be corrected. Where there is an obvious gross misplacement of the decimal point in the unit rate, the unit rate as quoted shall govern, and the line item total shall be corrected.

END OF SECTION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



MOHOKARE LOCAL MUNICIPALITY

CONTRACT No SCM/MOH/14/2024

***RE-ADVERT: THE COMPLETION OF THE ROUXVILLE /
ROLELEATHUNA WATER TREATMENT WORKS (WTW)***

PORTION 2: CONTRACT

PART C2: PRICING DATA

PART C2.2: BILL OF QUANTITIES

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



RE-ADVERT: THE COMPLETION OF THE ROUXVILLE / ROLELEATHUNYA WATER TREATMENT WORKS (WTW)

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1.00	SANS 1200 A 1200 AB	SECTION 1 : PRELIMINARY AND GENERAL				
	1200 A 8.2.1	FIXED-CHARGE ITEMS				
1.01	8.3.1	Contractual Requirements	Sum	1		
	8.3.2	Establishment of Facilities on the Site:				
	PSAB 3.2	Facilities for Engineer (SABS 1200AB)				
1.02		Engineer's Site office: 1 furnished office and 1 furnished conference room with specified multi function printer, specified laptop and cellular phone and wifi mobile data connection as specified	Sum	1		
		Provision of safety equipment for the use by the engineer:				
1.03		4 x Sets of steel pointed safety shoes	Sum	1		
1.04		4 x Sets of safety jackets and vests	Sum	1		
1.05		4 x Sets of hard hats	Sum	1		
1.06	PSAB 4-1	Survey equipment	Prov. Sum	1	R 30 000.00	R 30 000.00
1.07		Overheads, charges and profit on item A1.4	%	R 30 000.00		
1.08	PSAB 1	One Contract Notice Board	Sum	1		
	8.3.2.2	Facilities for Contractor (SABS 1200A)				
1.09		Offices and storage sheds	Sum	1		
1.10		Living accommodation	Sum	1		
1.11		Ablution and latrine facilities	Sum	1		
1.12		Tools and equipment	Sum	1		
1.13		Water supplies, electric power and communications	Sum	1		
1.14	PSA 8.9	Compliance with OHS act and construction regulations of 2014	Sum	1		
1.15	PSA 8.10	Compilation and implementation of environmental management plan (EMP)	Sum	1		
1.16	PSA 8.11	Dealing with water	Sum	1		
1.17	8.3.3	Other Fixed Charge Obligations incl. programming of control systems (particulars to be supplied)	Sum	1		
1.18	PSA 8.8.7	Dealing with sewer water and waste from wastewater treatment plant	Sum	1		
1.19	8.3.4	Remove Engineer's and Contractor's Site facilities on completion	Sum	1		

Carried Forward

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



RE-ADVERT: THE COMPLETION OF THE ROUXVILLE / ROLELEATHUNYA WATER TREATMENT WORKS (WTV)

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
Brought Forward						
	8.40	TIME-RELATED ITEMS				
1.20	PSA 8.4.1	Contractual Requirements	Sum	1		
	8.4.2	Operate and maintain facilities on the Site:				
	8.4.2.1	Facilities for Engineer for duration of construction (SANS 1200 AB)				
1.21		Site office, conference room, car ports, toilet facilities and office furniture	Sum	1		
1.22	PSAB 8.2.3	Survey equipment and survey assistant	Sum	1		
1.23		One Contract Notice Board	Sum	1		
1.24		Engineer's Cell phone and mobile wifi data and internet	Sum	1		
	8.4.2.2	Facilities for Contractor for duration of construction,				
1.25		Offices and storage sheds	Sum	1		
1.26		Living accommodation	Sum	1		
1.27		Ablution and latrine facilities	Sum	1		
1.28		Tools and equipment	Sum	1		
1.29		Water supplies, electric power and communications	Sum	1		
1.30		Dealing with water	Sum	1		
1.31	8.4.3	Construction Supervision for the duration of the contract	Sum	1		
1.32	PSA 8.6.8	Company and head office overhead costs	Sum	1		
1.33	8.4.5	Other time-related obligations:	Sum	1		
1.34	PSA 8.9	Compliance with OHS act and construction regulations of 2014 & Environmental Management	Sum	1		
1.35	PSA 8.13	Provision of Security Personnel at Site offices, buildings, works etc.	Sum	1		
1.36	PSA 8.14	Temporary protection of works, excavations, trenches etc.	Sum	1		
	PSA 8.5	SUMS STATED PROVISIONALLY BY ENGINEER				
1.37	PSA 8.5.1	Additional tests required by the Engineer	Prov. Sum	1	R 100 000.00	R 100 000.00
1.38		Overheads, charges and profit on item 1.36	%	R 100 000.00		
1.39	PSA 8.15	Engineer's accommodation and transportation charges	Prov. Sum	1	R 125 000.00	R 125 000.00
1.40		Overheads, charges and profit on item 1.38	%	R 125 000.00		
1.41	PSA 8.16	Engineer's additional Monitoring and Quality Control Charges	Prov. Sum	1	R 100 000.00	R 100 000.00
1.42		Overheads, charges and profit on item 1.40	%	R 100 000.00		
Carried Forward						

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



RE-ADVERT: THE COMPLETION OF THE ROUXVILLE / ROLELEATHUNYA WATER TREATMENT WORKS (WTV)

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
Brought Forward						
1.43		Work by the Employer or a nominated sub-contractor	Prov. Sum	1	R 150 000.00	R 150 000.00
1.44		Overheads, charges and profit over Item 1.42	%	R 150 000.00		
SUMS STATED PROVISIONALLY BY EMPLOYER						
1.45		Training of health and safety personnel as nominated by the Employer.	Prov. Sum	1	R 60 000.00	R 60 000.00
1.46		Overheads, charges and profit on item 1.44	%	R 60 000.00		
1.47		Health and Safety Agent	Prov. Sum	1	R 100 000.00	R 100 000.00
1.48		Overheads, charges and profit on item 1.46	%	R 100 000.00		
1.49		Remuneration for Community Liaison Officer	Sum	1	R 100 000.00	R 100 000.00
1.50		Overheads, charges and profit on item 1.48	%	R 100 000.00		
1.51		Monthly Environmental Audits to be conducted by an approved Professional Service Provider and to comply with Environmental Act, to be approved by the Engineer.	Prov. Sum	1	R 60 000.00	R 60 000.00
1.52		Overheads, charges and profit on item 1.50	%	R 60 000.00		
1.53		Dayworks	Prov. Sum	1	R 65 000.00	R 65 000.00
1.54		Overheads, charges and profit on item 1.52	%	R 65 000.00		
	8.8.4 PSA 5.4.1	EXISTING SERVICES				
1.55		Locate and expose existing services in a careful manner and relocation of services	Prov. Sum	1	R 100 000.00	R 100 000.00
1.56		Overheads, charges and profit on item 1.55	%	R 100 000.00		
Total Carried Forward to Summary						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



MOHOKARE LOCAL MUNICIPALITY

CONTRACT No SCM/MOH/14/2024.

***RE-ADVERT: THE COMPLETION OF THE ROUXVILLE /
ROLELEATHUNYA WATER TREATMENT WORKS (WTW)***

PORTION 2: CONTRACT

**PART C3.1
Description of the Works**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



MOHOKARE LOCAL MUNICIPALITY

CONTRACT No SCM/MOH/14/2024

**RE-ADVERT: THE COMPLETION OF THE ROUXVILLE /
 ROLELEATHUNYA WATER TREATMENT WORKS (WTW)**

DESCRIPTION OF THE WORKS

INDEX

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PS3	Nature of Ground and Sub-Soil Conditions	C3.1-3
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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



MOHOKARE LOCAL MUNICIPALITY

CONTRACT No SCM/MOH/14/2024.

RE-ADVERT: THE COMPLETION OF THE ROUXVILLE / ROLELEATHUNYA WATER TREATMENT WORKS (WTW)

THE WORKS

PS 1 GENERAL DESCRIPTION

The MOHOKARE Local Municipality endeavours to complete the construction of the Rouxville/Roleleathunya Water treatment works.

PS 2 DESCRIPTION OF SITE AND ACCESS

The sites are accessible from national roads N6 and the provincial road R26 from Bloemfontein and Zastron in the Free State Province extend through the area from north to south. The Water Treatment Works are located north-east of the town next the Kalkoenkraans Dam.

The Contractor must note that no additional payment will be made for the construction of temporary access roads to the construction site, borrow-areas or to the spoil sites, except for payment made under payment item 8.3.2.2 of SABS 1200 A.

The Contractor shall be held responsible to clear any spillage caused by his activities on or near any roads, by whatever means necessary, within 24 hours after such spillage has occurred. No additional payment will be made for the clearance of spillage and all relevant costs will be deemed to be covered under the relevant items.

PS 3 NATURE OF GROUND AND SUBSOIL CONDITIONS

No geotechnical information is available, and the contractor must avail himself of the conditions on site and take it into consideration when pricing the applicable items.

PS 4 DETAILS OF CONTRACT

The work to be carried out under this contract consists mainly of the following:

The work to be carried out under this contract consists mainly of the following:

- (a) Establishment of the Contractor's camp, plant and material resources on site.
- (b) Informal training of local labour and the employment of local labour.
- (c) Installation and commissioning of electrical supply cables
- (d) Installation and commissioning of mechanical equipment.
- (e) Commissioning of a treatment facility to make the water safe for consumption.
- (f) Connecting and commissioning the system.

This description of the works is not necessarily complete and shall not limit the work to be carried out by the Contractor under this contract.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Estimated quantities of each type of work are given in the schedule of quantities and is re-measurable.

PS 5 CONSTRUCTION PROGRAMME

The Contractor shall submit a detailed programme within 14 days of the acceptance of the tender. The programme shall clearly show the order in which the Contractor proposes to carry out the Work, the critical path, the proposed rate of progress and a linked cash flow forecast.

The Contract Period shall include all Saturdays, Sundays, non-working days as well as an allowance for expected inclement weather and consequential delays during normal working days. The time for completion of the works shall be as stated in the Contract Data, Part C1.2, clause 42.1. A week shall consist of five working days. The programme shall be agreed between the Employer and the Contractor prior to the implementation of the construction works.

If the construction programme has to be revised in terms of Clause 12 of the Conditions of Contract because the Contractor is falling behind in his programme, the Contractor shall submit a revised programme of how he intends to regain lost time to ensure completion of the Works before the Due Completion Date. Any proposals by the Contractor to increase the tempo of work must incorporate positive steps to increase production either by the provision of more labour and Plant on the Site, or by using the available labour and Plant in a more efficient manner.

Failure on the part of the Contractor to submit or to work according to the programme or revised programmes shall be sufficient reason for the Engineer to take steps as set out in sub-clause 55 of the conditions of contract.

PS 6 SITE FACILITIES AVAILABLE

PS 6.1 Sources of Water Supply and Power Supply

Limited water, electricity and sewerage services are available in the vicinity of the Site, and the Contractor shall, at his own expense, be responsible for connections to the available services, as well as for the distribution of water and electricity for construction and domestic use. The distribution of water and electricity shall be carried out in accordance with the applicable laws and regulations.

The Contractor shall make his own arrangements with the appropriate authority for water and electricity and sewerage connections.

No extension of time due to delays resulting from obtaining and maintaining these facilities will be granted.

PS 6.2 Location of Camp and Depot

The contractor will construct the site camp at location indicate by the MOHOKARE Local Municipality. The construction camp shall be near the Site.

PS 6.3 Housing for the Contractor's Employees

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

[Signature box]

Contractor

[Signature box]

Witness 1

[Signature box]

Witness 2

[Signature box]

Employer

[Signature box]

Witness 1

[Signature box]

Witness 2



PS 7 SITE FACILITIES REQUIRED

PS 7.1 Facilities for the Engineer

A site office, toilet and carport for the Engineer and his staff are required, and the Contractor must provide suitable facilities in his own offices for the holding of site meetings. The Engineer's Representative shall also be allowed the free use of the necessary survey equipment and survey assistants to enable him to carry out control work as and when required.

PS 7.2 Equipment for engineering staff

The Contractor shall allow for providing the following protective clothing for the engineering staff:

- Three high visibility vests (XL)
- Three hard hats
- Safety Boots

Office facilities shall be provided by the Contractor as described in SABS 1200 AB and PSAB of the Specification.

PS 7.3 Water, Electricity and sewage

The Contractor shall, at his own expense, be responsible for obtaining and distributing the water and electricity required for construction and domestic use. The distribution of water and electricity shall be carried out in accordance with the applicable laws and regulations.

No separate payment will be made for obtaining and distributing water and electricity, the cost of which will be deemed to be included in the tendered rates.

PS 7.4 Excrement Disposal

The Contractor shall, at his own expense, be responsible for safely and hygienically dealing with and disposing of all human excrement and similar matter generated on the Site during the course of the Contract, to the satisfaction of the responsible health authorities in the area of the Site and the Engineer. All such excrement shall be removed from the Site and shall not be disposed of by the Contractor on the Site.

The Contractor shall further comply with any other requirements in this regard as may be stated in the Contract.

No separate payment will be made to the Contractor in respect of discharging his obligations in terms of this sub clause and the costs thereof shall be deemed to be included within the Contractor's tendered Preliminary and General Items.

PS 7.5 Site instruction book

A triplicate book shall be provided by the Engineer to be used for site instructions. It shall at all times be kept on the site.

PS 8 FEATURES REQUIRING SPECIAL ATTENTION

PS 8.1 Access to properties

The Contractor shall organize the work in such a manner as to cause the least possible inconvenience to the public and to the property owners adjacent to or affected by the work included in this contract.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



The Contractor may, with the approval of the Engineer, make arrangements with the occupiers of the affected erven and properties to close off a portion of a street, road, footpath or entrance temporarily, provided the Contractor duly notifies the occupiers of the intended closure and its probable duration and shall, as punctually as possible, re-open the route at the prescribed time. Where possible, the road shall be made safe and re-opened to traffic overnight. Any such closure shall be made by arrangement between the Contractor and the occupiers and shall not absolve the Contractor from his obligations under the contract to provide access at all times. Barricades, traffic signs and drums shall be provided by the Contractor to suit the specific conditions. The Contractor shall also comply with all the requirements of the Local Authority with regard to safety, signage and notices to the public.

PS 8.2 Existing residential areas

Access to the adjacent residential areas shall be maintained at all times, as shall access to individual houses.

Electricity and water supply interruptions to existing residential areas shall be kept to a minimum. Whenever it is necessary to interrupt these supplies, the Engineer's approval shall first be obtained. The affected residents shall then be notified in writing at least 3 days, but not more than 5 days in advance. Supplies shall be normalized by 16:00 on the same day.

Cognisance shall be taken by the Contractor of the possibility of residents from the adjacent residential areas having access, whether authorized or not, to the works. It is strongly emphasized that under no circumstances shall any claims be considered for delays or disruptions as a result of the presence of residents from the adjacent occupied areas.

PS 8.3 Facilities to other Contractors

In addition to the requirements of clause 18 of the general conditions of contract, the Contractor must make allowance for the presence of other Contractors engaged on other contracts on the site, which may involve, inter alia, the adoption of his programme to fit in with work to be done by the other Contractors, as well as assuring other Contractors access to their sites along prescribed routes which may fall within the site of this contract.

PS 8.4 Contractor's vehicles

All equipment and vehicles used by the Contractor shall be roadworthy at all times and all drivers and operators shall be in possession of valid drivers' licences.

PS 8.5 Site maintenance

During the progress of the work and upon its completion, the site of the works shall be kept and left in a clean and orderly condition. The Contractor shall at all times store materials and equipment for which he is responsible in an orderly manner, and shall keep the site free from debris and obstruction. Workers shall lunch or have tea breaks only in a designated area with approved refuse and toilet facilities.

No open fires shall be permitted on the site.

Vehicles and workers must adhere to property demarcated access routes and not take or make short cuts.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



PS 8.6 Testing and quality control

PS 8.6.1 Contractor to engage services of an independent laboratory

Notwithstanding the requirements of the Specifications pertaining to testing and quality control, the Contractor shall engage the services of an approved independent laboratory to undertake all testing of materials, the results of which are specified in, or may reasonably be inferred from, the Contract. These results will be taken into consideration by the Engineer in deciding whether the quality of materials utilised, and workmanship achieved by the Contractor comply with the requirements of the Specifications. The a foregoing shall apply irrespective of whether the specifications indicate that the said testing is to be carried out by the Engineer or by the Contractor.

The Contractor shall be responsible for arranging with the independent testing laboratory for the timeous carrying out of all such testing specified in the Contract, at not less than the frequencies and in the manner specified. The Contractor shall promptly provide the Engineer with copies of the results of all such testing carried out by the independent laboratory.

For the purposes of this clause, an "independent laboratory" shall mean an "approved laboratory" (as defined in sub clause PSA 7.2) which is not under the management or control of the Contractor and in which the Contractor has no financial interest, nor which has any control or financial interest in the Contractor.

PS 8.6.2 Additional testing required by the Engineer.

In addition to the provisions of sub clause PS 8.6.1: Contractor to engage services of an independent laboratory, the Engineer shall be entitled at times during the Contract to require that the Contractor arrange with the independent laboratory to carry out any such tests, additional to those described in sub clause PS 8.6.1, at such times and at such locations in the Works as the Engineer shall prescribe. The Contractor shall promptly and without delay arrange with the independent laboratory for carrying out all such additional testing as required by the Engineer, and copies of the test results shall be promptly submitted to the Engineer.

PS 8.6.3 Costs of testing

(a) Tests in terms of sub clause 8.6.1

The costs of all testing carried out by the independent laboratory in accordance with the requirements of sub clause PS 8.6.1, above shall be borne by the Contractor and shall be deemed to be included in the tendered rates and prices for the respective items of work as listed in the Schedule of Quantities and which require testing in terms of the Specifications. No separate payments will be made by the Employer to the Contractor in respect of any testing carried out in terms of sub clause PS 8.6.1.

Where, because of the consistency of the materials varying or as a result of failure to meet the required specifications for the work, it becomes necessary to carry out additional tests (e.g. re-tests on rectified work and/or replacement materials), the costs of such additional testing shall be for the Contractor's account.

(b) Additional tests required by the Engineer

The costs of any additional tests required by the Engineer in terms of sub clause PS 8.6.2: Additional testing required by the Engineer, shall be reimbursed to the Contractor against substitution of the Provisional Sum allowed therefore in the Schedule of Quantities; provided always that the costs of any such additional tests ordered by the Engineer, the results of which indicate that the quality of the materials utilised and/or the standard of workmanship achieved are/is not in accordance with the specifications, shall not be reimbursable to the Contractor.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



PS 8.7 Subcontractors

The Contractor is responsible for work carried out on his behalf by subcontractors. The Engineer will not liaise directly with such subcontractors, and all problems relating to payments, programming, workmanship, etc, shall be the concern of the Contractor and the subcontractor, and the Engineer will not be involved.

PS 8.8 Existing Services

Before the Contractor commences operations, he must discuss with and have the approval of the Employer, authority or owner concerned regarding the method he proposes to use for relocating or safeguarding any services and existing works he may encounter during construction.

Available drawings of existing services may be viewed at the offices of the Engineer.

The positions of existing services shown on the Drawings are given in good faith and no guarantee can be given that:

- (a) these services are in the approximate positions indicated.
- (b) that these are the only services in the vicinity, and
- (c) that the nature and description of these services are correct.

The Contractor shall be responsible to locate and safeguard any existing service or works he may encounter during construction and shall obtain clearance from the Employer, authority, and the Engineer before commencing work in the proximity of existing services or works. The Contractor shall liaise with the local authority, electricity provider, telecommunication providers regarding the presence and location of any existing services. The Contractor shall arrange that a representative of such authorities or service providers to make known the location on site before the commencement of works.

The Contractor shall be responsible for any damage to such existing services and works in the execution of this contract and shall reimburse the Employer, authority or the owner concerned for any repairs required and for damages.

The Contractor shall be responsible for immediately notifying the Engineer and the authorities concerned regarding any damage caused to public services and existing works.

Any alteration to public services shall be carried out by the Authority concerned unless the Contractor is instructed otherwise.

The Contractor shall provide the necessary assistance during any operations necessary in connection with the removal, alteration or safeguarding of any public service.

PS 8.9 Construction Regulations 2014

The Contractor shall be required to comply with the Occupational Health and Safety Act, 1993: Construction Regulations, 2014 (the regulations) as promulgated in Government Gazette No 37305 and Regulation Gazette No 7721 of 18 July 2003.) Non-compliance with these regulations, in any way whatsoever, will be adequate reason for suspending the Works.

The proposed type of work, materials to be used and potential hazards likely to be encountered on this Contract are detailed in the Project Specifications, Schedule of Quantity and Drawings, as well as in the Employers' health and safety specifications (regulation 5(1)(b) and (c)) of the Construction Regulations 2014, which is included with this document.

The Contractor shall in terms of regulation 7(1) (a) provide a comprehensive health and safety plan detailing his proposed compliance with the regulations, for approval by the Employer.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



The Contractor shall at all times be responsible for full compliance with the approved plan as well as the Construction Regulations and no extension of time will be considered for delays due to non-compliance with the abovementioned plan or regulations.

PS 9 INFORMATION SUPPLIED BY EMPLOYER

Certain information contained in these contract documents, or provided separately, is being offered in good faith. However, in the circumstances pertaining to the type of information supplied, no guarantee can be given that all the information is necessarily correct or representative. More specifically this applies to all material surveys and reports and similar information, the accuracy of which is necessarily subject to the limitation of testing, sampling, the natural variation of material or formations being investigated and the measure of confidence with which conclusions can be drawn from any investigations carried out. It also applies to the positions of existing services as indicated on the drawings.

The Employer accepts no liability for the correctness or otherwise of the information supplied or for any resulting damages, whether direct or consequential, should it prove during the course of the contract that the information supplied is either incorrect or not representative. Any reliance placed by the tenderer on this information shall be at his own risk.

PS 9.1 Labour-intensive competencies of supervisory and management staff

Established contractors shall only engage supervisory and management staff in labour intensive works that have either completed, or for the period 1 April 2004 to 30 June 2005, are registered for training towards, the skills programme outlined in Table 1.

Emerging contractors shall have personally completed, or for the period 1 April 2004 to 30 June 2005 be registered on a skills programme for the NQF level 2 unit standard. All other site supervisory staff in the employ of emerging contractors must have completed, or for the period 1 April 2004 to 30 June 2005 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 any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Storm water Drainage	
		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 any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Storm water Drainage	
		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
Details of these skills programmes may be obtained from the CETA ETQA manager (e-mail:gerard@ceta.co.za , tel: 011-265 5900)			

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



PS 9.2 Employment of unskilled and semi-skilled workers in labour-intensive works

PS 9.2.1 Requirements for the sourcing and engagement of labour

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

Tasks established by the contractor must be such that:

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

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

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

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

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

- a) 60 % women.
- b) 20% youth who are between the ages of 18 and 25; and
- c) 2% on persons with disabilities.

PS 9.2.1 Specific provisions pertaining to SANS 1914-5

Definitions

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

Terms and conditions for the engagement of targeted labour

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

Variations to SANS 1914-5

The definition for net amount shall be amended as follows:

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

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

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Witness 2

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Employer

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Witness 2



PS 10 EXTENSION OF TIME ARISING FROM ABNORMAL RAINFALL

See Part C2.1, Contract Data, Clause 42.5.

PS 11 CERTIFICATES OF PAYMENT

The statement to be submitted by the Contractor in terms of clause 49 of the conditions of contract shall be prepared by the Contractor at his own cost, strictly in accordance with the standard payment certificate prescribed by the Engineer, in digital electronic computer format. The Contractor shall, together with a copy of the digital electronic computer file of the statement, submit two (2) A4 size paper copies of the statement.

For the purposes of the Engineer's payment certificate, the Contractor shall subsequently be responsible, at his own cost, for making such adjustments to his statement as may be required by the Engineer for the purposes of accurately reflecting the actual quantities and amounts which the Engineer deems to be due and payable to the Contractor in the payment certificate.

The Contractor shall, at his own cost, make the said adjustments to the statement and return it to the Engineer within three (3) normal workings days from the date on which the Engineer communicated to the Contractor the adjustments required. The Contractor shall submit to the Engineer five (5) sets of A4 size paper copies of such adjusted statement, together with a copy of the electronic digital computer file thereof.

Any delay by the Contractor in making the said adjustments and submitting to the Engineer the requisite copies of the adjusted statement for the purposes of the Engineer's payment certificate will be added to the times allowed to the Engineer in terms of sub-clause 49.4 of the conditions of contract to submit the signed payment certificate to the Employer and the Contractor. Any such delay will also be added to the period in which the Employer is required to make payment to the Contractor

PS 12 CONSTRUCTION IN LIMITED AREAS

In certain cases working space may be limited. The method of construction in these restricted areas will depend largely on the Contractor's plant. However, the Contractor must note that measurement and payment will be according to the specified cross-sections and dimensions irrespective of the method used to achieve these cross-sections and dimensions, and that the rates and prices tendered shall be deemed to include full compensation for any difficulty encountered while working in limited areas and narrow widths, and that no extra payment will be made, nor will any claim for payment due to these difficulties be considered.

PS 13 NON-WORKING DAYS

The Contractor shall not work on Sundays or on the following statutory Public Holidays: New Years Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers Day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day and Day of Goodwill. Whenever any of the above statutory Public Holidays fall on a Sunday, the following Monday shall be a Public Holiday.

PS 14 SPOIL MATERIAL

No indiscriminate spoiling of material will be allowed. All surplus or unsuitable material shall be spoiled in designated areas as directed by the Engineer. Spoiling shall comply with the applicable statutory and municipal regulations.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



PS 15 DRAWINGS

All "as built" information, as listed below, must be submitted to the Engineer's Representative before a certificate of completion will be issued, the cost of which shall be included in the rates tendered for items PSA 8.3.1 and 8.3.2 under section 1200 A of the schedule of quantities.

PS 15.1 List of "as built" information required.

A Registered Land Surveyor shall be required to provide the above information.

Only figured dimensions shall be used and drawings shall not be scaled unless so instructed by the Engineer. The Engineer will supply any figured dimensions which may have been omitted from the drawings.

PS 16 TRENCHES

No trenches may be left open during the Contractor's holiday during December and January. All trenches which have been excavated but which have not been finally backfilled and compacted at the commencement of the said holiday period shall be temporarily fully backfilled and compacted to a standard which will.

- (a) prevent damage occurring to the trenches or any other part of the Works.
- (b) prevent damage to or physical loss of the property of any person.
- (c) eliminate the risk of injury to any person.

All costs involved in the temporary backfilling and compaction of such trenches and the subsequent reopening of the trenches after the holiday period shall be for the Contractor's account.

PS 17 SAMPLES

The Contractor shall at his own cost, supply all samples that may be required. Material or work not conforming to the approved samples shall be rejected. The Engineer reserves to himself the right to submit samples to any tests to ensure that the material represented by the sample conforms to the requirements of the specifications. The cost of all tests failed shall be for the Contractor's account.

PS 18 MANUFACTURER'S INSTRUCTIONS

The recommendations of the manufacturers of patented materials must be strictly adhered to regarding the use, mixing, application, fastening, etc. thereof except when otherwise instructed in writing by the Engineer.

PS 19 PROPRIETARY MATERIALS

Where proprietary materials are specified, it is to indicate the quality or type of materials or articles required, and where the terms "or other approved" or "or approved equivalent" are used in connection with proprietary materials or articles, it is to be understood that the approval shall be at the sole discretion of the Engineer.

PS 20 NOTICES, SIGNS, BARRICADES AND ADVERTISEMENTS

The Contractor shall erect the necessary signs, notices and barricades for the duration of the contract in order to safeguard both the works and the public.

Notices, signs and barricades as well as advertisements may be used only upon approval by the Engineer, and the Contractor shall be responsible for their supply, erection, maintenance and ultimate removal and shall make provision for this in his tendered rates.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



The Engineer shall have the right to have any sign, notice or advertisement moved to another position or to have it removed from the site of the works, should it in any way prove to be unsatisfactory, inconvenient or dangerous to the general public.

Such notices, signs and barricades shall be provided and erected at the Contractor's own expense.

A standard name board as per the included details shall be erected. The cost of which shall be included in the rates tendered for items PSA 8.3.1 and 8.3.2 under section 1200A of the Schedule of Quantities.

PS 21 SETTING OUT OF WORK

Reference and level beacons will be shown to the Contractor by the Engineer at the commencement of the Contract and the Contractor will be responsible for transferring the data to the Site of Works.

The Contractor shall check the condition and accuracy of all reference and level beacons and satisfy himself that they have not been disturbed and are true with regard to position and level. A beacon that has been disturbed shall not be used until its true position and level have been re-established and the new values have been certified by the Engineer. The Contractor shall thereafter be held entirely responsible for the protection of all reference and level beacons.

The Contractor shall employ a capable surveyor to set out the Works to the required lines and levels. The Engineer shall be informed immediately should any discrepancy be discovered between the levels or dimensions obtained by the Contractor and those shown on the drawings.

Where a beacon is likely to be disturbed during construction operations, the Contractor shall establish suitable reference beacons at locations where they will not be disturbed during construction. No beacons shall be covered over, disturbed or destroyed before accurate reference beacons have been established and details of the positions and levels of such beacons have been submitted to the Engineer. The Contractor's reference beacons shall be of at least the same accuracy and sturdiness of construction as the existing beacons.

The Contractor shall submit the method of setting out he proposes to employ to the Engineer. Accurate control of line and level shall be provided by the Contractor at all stages of construction.

Work set out by the Contractor may be checked by the Engineer and any errors found shall be rectified by the Contractor at his own expense. The Contractor shall supply any instrument, equipment, material and labour required by the Engineer for this survey work. Any assistance, including checking given to the Contractor by the Engineer or any setting out done by the Engineer for Contractor shall not be held as relieving the Contractor of his responsibility for the accurate construction of the Works.

The Contractor's survey instruments, and survey equipment shall be suitable for the accurate setting out of the Works and shall be subject to the approval of the Engineer. They shall furthermore be checked and correctly adjusted by the authorized agents before the commencement of the contract and subsequently when required by the Engineer and when otherwise necessary.

When required the Contractor shall, at his own expense, provide two labourers to assist the Engineer. The Engineer shall have the sole right of approving of such a labourer.

Survey work shall not be measured and paid for directly and compensation for the work involved in setting out shall be deemed to be covered by the rates tendered and paid for the various items of work included under the contract.

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PS 22 WORKMANSHIP AND QUALITY CONTROL

The onus to produce work which conforms in quality and accuracy of detail to the requirements of the Specifications and Drawings rests with the Contractor, and the Contractor shall, at his own expense, institute a quality-control system and provide experienced Engineers, foremen, surveyors, materials technicians, other technicians and technical staff, together with all transport, instruments and equipment, to ensure adequate supervision and positive control of the works at all times.

The costs of all supervision and process control, including testing thus carried out by the Contractor shall be deemed to be included in the rates tendered for the related items of work.

The Contractor's attention is drawn to the provisions of the various standardized specifications regarding the minimum frequency of testing that will be required for process control. The Contractor shall, at his own discretion, increase this frequency where necessary to ensure adequate control.

On completion of every part of the work and submission thereof to the Engineer for examination, the Contractor shall furnish the Engineer with the results of all relevant tests, measurements and levels to indicate compliance with the specifications.

PS 23 TRANSPORT OF MATERIAL

All costs of transporting material, including overhaul, shall be included in the applicable tendered rates. All references in the specifications to transport, overhaul and haul distances shall be deleted irrespective of whether or not the deletion is included in these project specifications.

PS 24 LIAISON WITH LOCAL AUTHORITIES

The Contractor will have to liaise with local authorities regarding the following matters:

- (a) Dealing with traffic.
- (b) Locating of existing underground services.
- (c) Protection of existing services during construction.

It is the Contractor's onus to immediately contact all these authorities and to accommodate their involvement in his programme of work. The Contractor should also warn the authorities at least 48 hours before the actual work commences. Compensation for delays, losses or accidents will not be considered should the Contractor at any time have failed to keep the local authorities informed.

The Engineer or Employer must immediately be notified, should the Contractor experience any problem regarding work which involves a local authority.

In all dealings with communities through which the Works are to be constructed, and in all dealings with workers employed from within such communities, the Contractor shall take due cognisance of the character, culture and circumstances of the specific community, and shall at all times use his best endeavours to avoid the development of disputes and rather to foster a spirit of co-operation and harmony towards the project.

The Contractor shall at all times, keep the Engineer fully informed regarding all matters affecting or negotiated between the Contractor and the community, and he shall attend all liaison meetings as may be arranged by the Engineer and / or the Employer. All matters concerning the community shall be discussed and where possible, resolved at such meetings.

Where any resolutions during such negotiations or at such meetings shall be contrary to the terms and provisions of the Contract, the Contractor shall not give effect thereto without a prior written instruction from the Engineer. Where the Contractor is of the opinion that any instruction of the Engineer issued in terms of this clause will result in the incurring of additional costs which were not

Contractor

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provided for in his tendered rates and prices and/or that a delay in the progress of the Works will result, he shall be entitled to submit a claim in terms of Clause 51 of the Conditions of Contract, provided always that the period of twenty-eight (28) days referred to in Clause 51 shall be reduced to three (3) normal working days in respect of all claims submitted in terms of this clause.

PS 25 ALTERNATIVE TENDERS

In the case of an Alternative Tender submitted by the Contractor having been accepted by the Employer, the provisions as set out hereunder shall, in addition to the other requirements of the Contract, apply in the Contract.

PS 25.1 Completion and Submission of Final Designs and Drawings

The Contractor shall, not later than one (1) month prior to the date on which he intends to commence work on the Works or any portion thereof which is the subject of the Contractor's alternative technical proposals in respect of the design or specifications of the Works contained in an Alternative Tender accepted by the Employer, submit to the Engineer for his approval in accordance with the provisions of sub-clause 13.7 of the conditions of contract, the complete set of final working drawings, including general layout drawings and bending schedules, final design calculations, specifications, the design assumptions and parameters on which the designs are based and all other documentation and details as may be required by the Engineer for the purposes of evaluating and approving the final design, specifications and drawings.

The information and details to be submitted by the Contractor in accordance with the above paragraph shall comply in all respects with the following:

(a) Calculations

- Calculations shall include calculations of stresses in the structure and in the foundations as relevant, including calculations of the reinforcing or pre-stressed steel.
- The calculations shall be set out in a clear and logical manner to facilitate checking.
- A full description of the design assumptions shall accompany the calculations.

(b) Drawings

- Drawings shall show the whole structure in elevation, sectional elevation and in plan to a suitable scale.
- Sufficient large-scale sections and other details shall be submitted to show the concrete and other dimensions clearly.
- Foundation levels and foundation sizes, as well as the steel reinforcement at critical sections, shall be indicated on the drawings.
- The centroids of the cable profiles in pre-stressed concrete sections shall be shown with sufficient details of the pre-stressing system that the Contractor proposes to use.
- The standard of detailing and the quality of the prints shall be the same as that of the Contract Drawings supplied to the Contractor, or in the absence of any such Contract Drawings having been provided, of the same standard as that of the Tender Documents.
- The drawings shall be compiled in the official language of the Contract.

(c) Further details

- Should the Engineer conclude that the calculations, drawings, specifications or any other data submitted by the Contractor in accordance with the provisions of

Contractor

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Witness 2

Employer

Witness 1

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this clause are insufficient or inadequate for proper evaluation, the Engineer reserves the right to require the Contractor to submit such further calculations, drawings, specifications and any other such data as the Engineer may require. If such further details are not submitted within the time required by the Engineer, the Tenderer will be deemed to be in default of the provisions of this clause.

- The Contractor shall submit only drawings and other data which are complete in all respects and in accordance with this clause. If the final calculations, drawings and details do not comply with the specified requirements, the alternative designs will be rejected unless suitably amended by the Contractor.
- The Contractor will not be entitled to any claim for delays experienced as a result of submitting incomplete drawings or other documents and data which are not strictly in accordance with the requirements of this specification.
- The Contractor shall not commence executing the Works or any portion thereof which is the subject of alternative technical proposals in respect of the design or specifications of the Works contained in an Alternative Tender accepted by the Employer, until the Engineer's approval of the designs and calculations has been given in writing and the drawings signed by the Employer, or the Engineer on the Employer's behalf.

PS 25.2 Status of Accepted Drawings

The accepted Drawings shall form an integral part of the Contract Documents, and the use of drawings not accepted and signed by or on behalf of the Employer will not be permitted for construction or manufacturing purposes.

Notwithstanding the approval and/or acceptance and signing of the Drawings, the Contractor shall, as provided in sub-clause 4.2 of the conditions of contract, remain fully responsible for the details, discrepancies, omissions, errors, and consequences in respect of the said Drawings. The approval of a design by the Engineer shall not in any way relieve the Contractor of his responsibility to produce a design that complies with all the specified requirements.

PS 25.3 MEASUREMENT AND PAYMENT

PS 25.3.1 Design, construction and remedy of defects

(a) Amount

The Contractor shall be paid a fixed sum amount for the design, preparation of drawings, execution, remedy of defects in and completion of the Works or portions thereof which are the subject of the Contractor's alternative technical proposals in respect of the design or specifications of the Works contained in an Alternative Tender accepted by the Employer. The sum shall be the sum of the products of all the tendered rates and quantities listed by the Contractor in the Schedule of Quantities pertaining to the said Works or portions thereof, and which Schedule formed part of the Contractor's Alternative Tender, but shall exclude the amount of the Provisional Sum in respect of the Engineer's reviewing and checking the Contractor's designs, etc, included in the Alternative Tender Sum.

No other payments will be made to the Contractor in respect of his costs incurred in the design, preparation and submission of drawings and other documents pertaining to the accepted Alternative Tender, all such costs being deemed to be included in the said sum referred to above.

Contractor

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Witness 2

Employer

Witness 1

Witness 2



(b) Re-measurement

Notwithstanding anything to the contrary as may be contained in the Contract, the said Works or portions thereof (as applicable) which are the subject of the Contractor's alternative technical proposals in respect of the design or specifications of the Works shall not be subject to re-measurement, and the quantities listed by the Contractor in the Schedule of Quantities forming part of his Alternative Tender shall be fixed and not subject to any variation whatsoever during the Contract.

(c) Contract Price Adjustment Factor

The tendered sum payable to the Contractor in terms of sub-clause PS 25.3.1: Design, construction and remedy of defects, paragraph (a) above shall not be subject to application of the Contract Price Adjustment Factor unless

- (i) the Works or portions thereof (as applicable) as originally specified in the Tender Documents and for which the Contractor's alternative technical proposals are substituted, were themselves subject to Contract Price Adjustment in terms of the Tender Documents, or
- (ii) the Alternative Tender was qualified by the Contractor to the effect that Contract Price Adjustment is to apply.

(d) Interim payments

The amounts which shall become due and payable to the Contractor in the monthly payment certificates in terms of clause 49 of the conditions of contract, in respect of the portions of the Works which are the subject of the Contractor's alternative technical proposals, shall be determined on the basis of

the quantities of work certified as having been completed in the period for which the payment applies, and

the rates listed by the Contractor in the said Schedule of Quantities pertaining to the alternative proposals;

provided always that no payment will be made in respect of quantities exceeding those listed by the Contractor in the said Schedule.

PS 25.3.2 Engineer's costs in reviewing the Contractor's design.

The Engineer's costs incurred in reviewing, checking and approving the designs, drawings, calculations and other documents pertaining to the Contractor's accepted Alternative Tender (and which designs, drawings, calculations and other documents were submitted by the Contractor in accordance with the provisions of both the Tender Documents and the Contract) shall, on presentation of an account to the Contractor and certified in writing by the Employer, be paid by the Contractor to the Engineer.

The Contractor shall be reimbursed for the actual amounts of all such payments made in the subsequent payment certificate, in substitution of the Provisional Sum provided by the Contractor in the Schedule of Quantities forming part of his Alternative Tender in accordance with the requirements of the Tender Documents

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



PS 25.4 VARIATIONS TO THE ACCEPTED ALTERNATIVE PROPOSALS

PS 25.4.1 Variations by the Engineer

- (a) When the Engineer requires design modifications for reasons other than
 - (i) the Contractor's failure to comply with the design requirements, or
 - (ii) errors in the Contractor's designs (eg foundation conditions that differ materially from those indicated by the test holes),
 - (iii) the Contractor shall make such modifications.
- (b) When such design modifications result in a variation in the quantities of work to be executed, such variations will be valued by the Engineer in accordance with the rates and prices in the Schedule of Quantities, and the tendered sum for the alternative will be adjusted up or down, depending on whether the modifications entail an increase or a decrease in the quantity of work.

PS 25.4.2 Variations by the Contractor

The Contractor shall not, subsequent to the approval of his alternative designs, specifications and drawings, deviate there from or make any alteration or variation thereto without the prior written permission of the Engineer. In such circumstances, the Engineer's approval shall be subject to the provisions of sub-clauses PS 25.1: Completion and submission of final designs and drawings, and 25.2: Status of accepted drawings.

PS 25.5 DEFAULT OF THE CONTRACTOR

Should it become apparent at any time during construction or during the Defects Liability Period that the Contractor's alternative design and/or specifications do not comply with the specified requirements, the Contractor shall be liable for all consequential damage and shall, at his own expense, do all the work required to ensure that the structure complies with the design requirements. In addition, the Contractor shall not be entitled to any additional payment in excess of the sum referred to in sub-clause PS 25.3.1: Design, construction and remedy of defects, paragraph (a) above.

When circumstances within the control of the Contractor arise after the acceptance of the Alternative Tender and when these circumstances, in the opinion of the Engineer, render construction of the alternative unacceptable, the Contractor shall construct the Works strictly in accordance with the original design as specified in the Tender Documents. In such circumstances, the Contractor shall not be entitled to any additional payment and the sum referred to in sub-clause 25.3.1 shall be in full and final settlement to the Contractor in respect of constructing the Works and remedying any defects in the Works as originally specified in the Tender Documents.

PS 26 MISCELLANEOUS

All payment clauses referring to this clause PS26 will be paid for as described in the Schedule of Quantities.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



PS 27 APPLICABLE STANDARDIZED SPECIFICATIONS

For the purposes of this contract, the following SABS 1200 Standardized Specifications shall apply:

SANS 1200 A	1986	:	GENERAL
SANS 1200 AB	1986	:	ENGINEER'S OFFICE
SANS 1200 D	1990	:	EARTHWORKS
SANS 1200 DB	1989	:	EARTHWORKS (PIPE TRENCHES)
SANS 1200 DK	1996	:	GABIONS AND PITCHING
SANS 1200 G	1982	:	CONCRETE (STRUCTURAL)
SANS 1200 L	1983	:	MEDIUM PRESSURE PIPELINES
SANS 1200 LB	1983	:	BEDDING (PIPES)
SANS 1200 DM	1981	:	EARTHWORKS (ROADS)

Variations and additions to the following SABS 1200 Standardized Specifications are given in portion 2 of the project specifications:

SANS 1200 A	1986	:	GENERAL
SANS 1200 AB	1986	:	ENGINEER'S OFFICE
SANS 1200 D	1990	:	EARTHWORKS
SANS 1200 DB	1989	:	EARTHWORKS (PIPE TRENCHES)
SANS 1200 DK	1996	:	GABIONS AND PITCHING
SANS 1200 G	1982	:	CONCRETE (STRUCTURAL)
SANS 1200 L	1983	:	MEDIUM PRESSURE PIPELINES
SANS 1200 LB	1983	:	BEDDING (PIPES)
SANS 1200 DM	1981	:	EARTHWORKS (ROADS)
SPEC QB		:	BUILDING MATERIALS AND WORKMANSHIP

END OF SECTION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



MOHOKARE LOCAL MUNICIPALITY

CONTRACT No SCM/MOH/14/2024

RE-ADVERT: THE COMPLETION OF THE ROUXVILLE / ROLELEATHUNYA WATER TREATMENT WORKS (WTW)

PART C3.2: ENGINEERING

C3.2.1 DRAWINGS

A set of drawings for Tender Purposes Only is issued with the tender documents. The drawings that were issued during the tender stage are preliminary and final drawings will be issued during the award of the project to the successful tenderer.

C3.2.2 MANAGEMENT

Management of the Works

The management of the site shall be in accordance with the provisions of the SANS Standard Specification.

Setting-out Detail

The works should be set out according to the Construction drawings. Contractors should familiarize with the boundaries of region.

It remains the Contractor's responsibility to set out all work from the benchmarks and reference pegs.

C3.2.3 CHANGES TO SCOPE OF WORK

It is a condition of this contract that the employer reserves the right to limit the total expenditure on the Works due to possible budget constraints. Should the tender sum exceed the budgeted amount, the scope of the works may be reduced at any time before or during the contract period to ensure that the final contract amount does not exceed the budgeted amount.

For any particular works' instruction, all work shall be subject to the approval and issuing of a works order by the municipality.

C3.2.4 TRAFFIC

C3.2.4.1 Access

Access to adjacent properties shall be maintained at all times. If closures are unavoidable and approved by the Engineer, property owners shall be warned by the contractor in writing, at least 3 days in advance, of any such intended closure and be advised of the extent of the closure.

The Contractor shall organize the work to cause the least possible inconvenience to the public and to the property owners adjacent to or affected by the work.

Contractor

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Witness 2

Employer

Witness 1

Witness 2



If, as a result of restricted road reserve widths and the nature of the work, the construction of bypasses is not feasible, construction shall be carried out under traffic conditions to provide access to erven and properties.

The Contractor may, with the approval of the Engineer, make arrangements with the occupiers of erven and properties via the PSC to close off part of a street, road, and footpath or entrance temporarily, provided that the Contractor duly notifies the occupiers of the intended closure and its probable duration and re-opens the route as punctually as possible. Where possible, the road shall be made safe and re-opened to traffic overnight.

Such closure shall not absolve the Contractor from his obligations under the Contract to provide access at all times. Barricades, traffic signs and drums shall be provided by the Contractor to suit the specific conditions.

C3.2.4.2 Accommodation of 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.

Failure to maintain road signs, warning signs, etc. in a good condition shall constitute ample reason for the Engineer to apply penalties as specified and to bring the Works to a stop until the road signs, etc. have been repaired to his satisfaction. All temporary road signs will be placed on stands with a minimum height from the ground of 750 mm. All road signs will be a minimum size of 900mm signs. The Contractor shall not be permitted to use traffic cones as a singular method for traffic accommodation and all traffic cones will be used alternating with delineators and the appropriate sign boards.

The Contractor shall not commence constructional activities before adequate provision has been made to accommodate traffic in accordance with the requirements of this document and the SADC Road Traffic Signs Manual, volume 13. Typical sections are indicated in the drawings.

The Contractor shall programme his activities, taking note of all the above-mentioned restrictions. The Contractor's tendered rates for the relevant items in the Schedule of Quantities shall include full compensation for all possible additional costs which may arise from the above and no claims for extra payment due to inconvenience as a result of the modus operandi will be considered.

The Contractor shall take special precautions to ensure the safety of traffic on all roads that are affected by the works. Furthermore, the Contractor shall adjust his work program to ensure that the hazard posed to the traveling public by equipment and/or personnel working on the road during periods of reduced visibility or other unfavourable environmental or traffic conditions are limited as far as possible.

The Contractor's tendered rates shall include full compensation for all possible additional costs, which may arise from the above and no claims for extra payment or for an extension of time due to inconvenience as a result of the prescribed process will be considered. The Contractor shall nominate properly trained traffic safety officers who shall be approved by the Engineer, and who shall be responsible at all times, including after hours, nights, weekends and public holidays, for the traffic safety of the work area and the accommodation of traffic.

The traffic safety officer shall not be the site agent, contracts manager, foreman or any employee who is involved directly with the construction process. The duties of the traffic safety officer shall be dedicated to traffic safety and accommodation of traffic. The contractor shall provide for at least one day and one night person.

Contractor

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Employer

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Witness 2



MOHOKARE LOCAL MUNICIPALITY

CONTRACT No SCM/MOH/14/2024

RE-ADVERT: THE COMPLETION OF THE ROUXVILLE / ROLELEATHUNYA WATER TREATMENT WORKS (WTW)

PART C3.3: PROCUREMENT: GUIDELINES FOR SUBCONTRACTING AND LABOUR ENHANCEMENT

C3.3.1 DEFINITIONS

“**The community**” means individual and communal property owners, organised groups of road users, other interest groups and departments or spheres of government that may be affected by the location, construction, operation and maintenance of the road to which this contract applies.

“**Conventional contract**” means any contract for the execution of civil engineering or building or similar construction works, in which the liabilities and responsibilities of the two parties thereto are assigned essentially in a manner which is consistent with that set out in the General Conditions of Contract for Road and Bridge Works for State Road Authorities, 1998 (as published by the Committee of Land Transport Officials) or other similar documents.

“**Conventional subcontract**” shall be similarly and appropriately construed.

“**Contract Participation Goal**” (or CPG), is the value of goods, services and works, excluding VAT, for which the Contractor proposes to engage labour and subcontractors.

“**Contractor**” means any person or group of persons in association, or firm, or body corporate who is registered with the Construction Industry Development Board (CIDB) and:

- a) have a contractor grading designation equal to or higher than a contractor grading designation specified for the Contract, or
- b) contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above

“**Subcontractor**” shall be similarly and appropriately construed.

“**Emerging contractor**” means an ABE that cannot reasonably be categorized as a conventional contractor defined above.

“**Affirmable Business Enterprise (ABE)**” means a business which adheres to statutory labour practices, is a legal entity, registered with the South African Revenue Service and a continuing and Independent Enterprise for profit, providing a Commercially Useful Function and:

- a) Which is at least two thirds owned by one or more previously disadvantaged individuals or, in the case of a company, at least two thirds of the shares are owned by one or more previously disadvantaged individual; and

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- b) Whose management and daily business operations are in the control of one or more of the previously disadvantaged individuals who effectively own it.

"Key Personnel" means all contracts managers, site agents, materials and survey technicians, trainers, supervisors, foremen, skilled plant operators, and all other personnel in the permanent employ of the Contractor or his subcontractor who possess special skills and/or who play key roles in the Contractor's or subcontractor's operations.

"Worker" for the purposes of this specification means any person, not being one of the defined key personnel of the Contractor or his subcontractor, who is engaged by the Contractor or subcontractor to participate in the execution of any part of the contract works and shall include unskilled labour, semi-skilled and skilled labour, artisans, clerical workers and the like.

"Workforce" means the aggregate body comprising all workers and shall, unless the context dictates otherwise, include the workforces of the Contractor and all his subcontractors.

"Subcontractor" means any person or group of persons in association, or firm, or body corporate (whether formally constituted or otherwise) not being the Contractor, to whom specific portions or aspects of the works are sublet or subcontracted by the Contractor in accordance with the provisions of the contract.

"Level of subcontractor" means the level of responsibility carried by and the assistance to be provided to the different grades of subcontractor in the execution of subcontracts.

"Project Committee" is the committee comprising out of the Employer's representative, The Engineer or his representative, the Contractor or his representative and the CLO.

"CLO" is the Community Liaison Officer as appointed by the Contractor and paid under the Contract.

C3.3.2 LABOUR ENHANCED CONSTRUCTION

The Contractor's attention is drawn to the fact that it is an objective of the contract to maximize the labour content of certain operations or portions thereof. In this regard, where the specified work allows for a choice between mechanical or labour-enhanced means, the former shall generally be kept to the practical minimum.

The Contractor shall submit on a monthly basis on the date as determined by the Employer, daily labour returns on the prescribed templates to the Engineer indicating the numbers of labour employed on the works and the activities on which they were engaged.

It is also an objective to utilize SMME's / ABE's in the vicinity of the project, the development of these resources in the execution of the project, and by maximizing the amount of project funds retained within the project locality.

C3.3.3 TEMPORARY WORKFORCE

- a) **Record of workforce and subcontractors**

The Contractor shall maintain accurate and comprehensive records of all workers engaged on the contract and shall provide to the Engineer at monthly intervals from the commencement of the contract, interim records substantiating the actual numbers of employment opportunities which have been generated to date and the amounts actually paid in respect thereof. Such interim records shall be in a format approved by the Employer. Labour records of emerging contractors, SMME or ABE subcontractors,

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where applicable, shall also be provided by the Contractor and shall be deemed to form part of the workforce.

The Contractor shall, on completion of the contract, and as a pre-requisite to the release of any retention money, provide the Engineer with independently audited documentary evidence of the total number of employment opportunities actually generated during the contract.

The value of the target amount (minimum Contract Participation Goal) spent on local labour is prescribed elsewhere in this document.

b) Recruitment and selection procedures

The Contractor shall be responsible for the final selection of workers and subcontractors to constitute the temporary workforce but in doing so, shall adhere to the procedures adopted by the CLO along the following guidelines:

The Contractor shall advise the Engineer in writing, of the numbers of each category of temporary worker which he requires, together with the personal attributes which he considers desirable that each category of worker shall possess (taking due cognizance of the provisions of the contract relating to training).

The CLO shall take the necessary actions to identify potential workers for the temporary workforce from communities in the vicinity of the works. The details of all persons applying for employment shall be recorded, including inter-alia:

- Name, address, age and sex
- Marital status and number of dependants
- Qualifications and previous work experience (whether substantiated or not)
- Period since last economically active
- Preference for type of work or task.

The CLO shall make a selection of workers from amongst the applicants, taking due cognizance of his requirements for the workforce as supplied by the Contractor and the provisions of the contract in regard to the provision of training to selected members of the workforce and in accordance with the following principles:

No potential temporary worker shall be precluded from selection by virtue of a lack of skill in any suitable operation forming part of the works, unless:

- all available vacancies have been or can be filled by temporary workers who already possess suitable skills; or
- the completion period allowed in the contract, or the remaining portion of the contract period (as the case may be) is insufficient to facilitate the creation of the necessary skills.

The Contractor shall make a final selection from the list provided by the CLO using the following criteria:

- preference shall be given to the long term unemployed and single heads of households.
- in so far as is reasonably practicable, give priority to accommodating the applicants' expressed preferences regarding the types of work for which they are

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selected and shall not be prejudicial to youth over the age of fifteen years and women.

The same provisions shall apply as is in respect of the selection of additional or replacement members of the workforce as may be necessary from time to time during the contract.

c) **Terms and Conditions pertaining to the Employment of the Temporary Workforce and subcontractors**

The onus shall be on the Contractor to ensure that all the requirements of all the acts relating to the employment of workers and subcontractors are observed.

d) **Labour Relations and Worker Grievance Procedures**

In accordance with the provisions of the General Conditions of Contract, the Contractor shall, at his own cost, be fully responsible for the establishment and maintenance of satisfactory labour relations on site and the resolution of all grievances of temporary workers and subcontractors as may occur.

The Contractor shall at all times adhere to the accepted norms and standards of labour relations prevailing generally in the civil engineering construction industry and shall conduct himself in a fair and reasonable manner, within the constraints as may be imposed upon him by the terms of the contract.

In the event of any temporary worker engaged by the Contractor in terms of the contract, being aggrieved on any issue, he shall have the right to nominate and be supported in any inquiry or disciplinary hearing or investigation instituted by the Contractor, by one member of the temporary workforce.

In the event of any grievance not being satisfactorily resolved through the application of normal dispute resolution procedures described above, then either the Contractor or the worker concerned may require that the matter be referred to the PC for further consideration, with a view to facilitating resolution thereof.

C3.3.4 TRAINING OF THE TEMPORARY WORKFORCE

Selected members of the workforce are to be provided at least with structured training by a nominated subcontractor, in accordance with the provisions of this section. The Contractor shall make all necessary allowances in his program of work to accommodate and facilitate the delivery of such structured training.

ABE subcontractor's workforces will be entitled to receive accredited training that will improve on task skills necessary for the execution and successful completion of the various subcontracts. The Contractor, in conjunction with the Engineer, shall monitor each ABE's progress closely and shall identify those who will benefit from structured construction skills training.

The technical training shall comprise of items selected from the table in paragraph 7 of this section and which are relevant to this project.

Contractor

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Witness 2

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C3.3.5 ACCREDITED TRAINING AND ATTENDANCE

Only qualified trainers employed by training agencies who are accredited by the Civil Engineering Industry Training Scheme (CEITS), or any other institution recognized by the Department of Labour shall deliver all training certificates affirming the successful participation in the various courses and shall be presented to each attendant.

The contractor shall facilitate in the delivery of training, by instructing and motivating the relevant subcontractor regarding his staff’s attendance and participation therein.

The contractor shall further make all reasonable efforts to co-ordinate subcontractor’s work with that of the delivery of the structured training.

The provision of structured training shall not relieve the Contractor of any of his obligations in terms of the Conditions of Contract and the Contractor shall remain fully liable for the provision, at his own cost, of any other training of the workforce, additional to the structured training, as deemed to be necessary by the Contractor to achieve the execution and completion of the works strictly in accordance with the provisions of the contract.

C3.3.6 PENALTIES FOR NON-COMPLIANCE

Any deliberate failure or neglect by the Contractor to comply with the provisions of this specification, or any deliberate omission or neglect by the Contractor in adhering to or applying the principles as are described and inherent in this specification, shall be deemed to constitute a warrant for the Engineer to act in terms of the Conditions of Contract or the penalties specified for non-attaining the prescribed CPG’s will be applied and doubled.

C.3.3.7 TASK RATE GUIDE

When determining task rates, the conditions in the area must be taken into consideration.

C3.3.8 MEASUREMENT AND PAYMENT

ITEM	UNIT
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C3.3.8.1 Community Liaison Officer Salary	provisional (Prov) sum
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The provisional sum provided shall cover the salary of the duly elected and approved CLO.

C3.3.8.2 Training

- a) Training of the temporary workforce
 - i) Technical training provisional (Prov) sum
 - ii) HIV/AIDS..... provisional (Prov) sum

The provisional sums provided shall cover all the cost for the training of the temporary workforce.

C3.3.8.3 Handling costs and profits in respect of items C3.3.1 and C3.3.2	percentage (%)
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Contractor

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The tendered percentage is a percentage of the amounts actually spent under the items, which shall include full compensation for the handling costs of the Contractor, and the profit in connection with the training.

C3.3.6 Penalties

b) Targeted Labourpercentage point

The penalty for item (b) for not attaining at least the tendered number of person-days (refer to Part T2: Returnable Documents) will be calculated as follows:

In the event that the Tenderer fails to substantiate that any failure to achieve the Contract Participation Goal was due to quantitative under runs, the elimination of items, or any other reason beyond the Contractor's control which may be acceptable to the Employer, it shall be liable to pay to the Employer a financial penalty calculated in the following manner:

$$P = 1.0 \times \frac{(D - D_o)}{100} \times N_A$$

Where

- D = tendered Contract Participation Goal percentage
- D_o = the Contract Participation Goal which the Engineer based on the credits passed, certifies as being achieved upon completion of the Contract
- N_A = Net Amount (Contract expenditure, excluding VAT)
- P = Rand value of penalty payable.

The Minimum set-aside on this contract for Targeted Labour is 7.5%

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RE-ADVERT: THE COMPLETION OF THE ROUXVILLE / ROLELEATHUNYA WATER TREATMENT WORKS (WTW)

PART C3.4: CONSTRUCTION

C3.4.1 Site Establishment

The contractor shall erect the permanent site camp at the location as indicated by the MOHOKARE Local Municipality. Campsites within the road reserve will not be permitted. The site for the Engineer's offices and laboratories shall not be used for the accommodation or housing of the Contractor's personnel and employees.

The Contractor shall make his own arrangements concerning the supply of electrical power, water, telephone and all other services, both for use at the site establishment area as well as for the use in the construction of the Works. No direct payment shall be made for the provision of any service and the cost thereof shall be deemed to be included in the rates tendered for the various items of work for which these services are required.

C3.4.2 Survey Control and Setting Out of the Works

Reference and level beacons will be shown to the Contractor by the Engineer at the commencement of the Contract and the Contractor will be responsible for transferring the data to the Site of Works.

The Contractor shall check the condition and accuracy of all reference and level beacons and satisfy himself that they have not been disturbed and are true with regard to position and level. A beacon that has been disturbed shall not be used until its true position and level have been re-established and the new values have been certified by the Engineer. The Contractor shall thereafter be held entirely responsible for the protection of all reference and level beacons.

The Contractor shall employ a capable surveyor to set out the Works to the required lines and levels. The Engineer shall be informed immediately should any discrepancy be discovered between the levels or dimensions obtained by the Contractor and those shown on the drawings.

Where a beacon is likely to be disturbed during construction operations, the Contractor shall establish suitable reference beacons at locations where they will not be disturbed during construction. No beacons shall be covered over, disturbed or destroyed before accurate reference beacons have been established and details of the positions and levels of such beacons have been submitted to the Engineer. The Contractor's reference beacons shall be of at least the same accuracy and sturdiness of construction as the existing beacons.

The Contractor shall submit the method of setting out he proposes to employ to the Engineer. Accurate control of line and level shall be provided by the Contractor at all stages of construction.

Work set out by the Contractor may be checked by the Engineer and any errors found shall be rectified by the Contractor at his own expense. The Contractor shall supply any instrument, equipment, material and labour required by the Engineer for this survey work. Any assistance, including checking given to the Contractor by the Engineer or any setting out done by the Engineer for Contractor shall not be held as relieving the Contractor of his responsibility for the accurate construction of the Works.

Contractor

Witness 1

Witness 2

Employer

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The Contractor's survey instruments, and survey equipment shall be suitable for the accurate setting out of the Works and shall be subject to the approval of the Engineer. They shall furthermore be checked and correctly adjusted by the authorized agents before the commencement of the contract and subsequently when required by the Engineer and when otherwise necessary.

When required the Contractor shall, at his own expense, provide two labourers to assist the Engineer. The Engineer shall have the sole right of approving of such a labourer.

Survey work shall not be measured and paid for directly and compensation for the work involved in setting out shall be deemed to be covered by the rates tendered and paid for the various items of work included under the contract.

C3.4.3 Inspection of Adjoining Properties

The Contractor shall take cognizance of the following:

Before any construction work commences in any section of the Works, the Contractor shall inspect all properties adjoining that section, preferably in the company of the relevant property owner or representative of the owner, and record the following:

- A photographic record of each property.
- All existing visible cracks in the adjoining buildings.
- Alternative accesses to the property.
- Location of services entering the property.

C3.4.4 Construction in Confined Areas

It will be necessary for the Contractor to work within confined or restricted areas. No additional or extra over payment will be made as described for in "restricted areas" in the Standard Specifications. The Contractor shall note that measurement and payment will be in accordance with the specifications, excluding payment for work in restricted areas, irrespective of the method used, and that the rates and amounts tendered shall be deemed to include full compensation for any special equipment or construction methods or for any difficulty encountered in working in confined or restricted areas and narrow widths at or around obstructions, and that no extra payment will be made nor will any claim for payment be considered on account of these difficulties.

C3.4.5 Existing Services

The scope of works for this contract shall be affected by existing services. Where necessary the Contractor must familiarize himself with the position and extent of existing services and to carry out the works in such a manner as not to cause damage to existing services. All manhole covers in the road must be clearly referenced and absolutely no surfacing shall be allowed on any manhole cover.

Any cost of repairs, replacement and/or installation of services and equipment resulting from the Contractor's negligence or unauthorized action shall be to the Contractor's account.

Where applicable, the employer's standard specification for repairing and installation of water and sanitation services shall be used.

C3.4.6 Plant and Materials

The Contractor, when using materials that are required to comply with any standard specification, shall, if so ordered, furnish the Engineer with certificates of compliance.

Where so specified, materials shall bear the official mark of the appropriate authority. Samples ordered or specified shall be delivered to the Engineer's office on the site free of charge.

Contractor

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Witness 2

Employer

Witness 1

Witness 2



Where proprietary products have been specified, similar products may be used subject to the prior written approval of the Engineer.

Unless otherwise specified, all proprietary materials shall be used and placed in strict accordance with the relevant manufacturer's current published instructions.

Unless anything to the contrary is specified, all manufactured articles or materials supplied by the Contractor for the permanent works shall be unused and fresh, not older than three months or as approved by the engineer.

Existing structures on the site shall remain the property of the employer and except as and to the extent required elsewhere in the contract, shall not be interfered with by the Contractor in any way.

Materials to be included in the works shall not be damaged in any way and, should they be damaged on delivery or by the Contractor during handling, transportation, storage, installation or testing they shall be replaced by the Contractor at his own expense.

All places where materials are being manufactured or obtained for use in the works, and all the processes in their entirety connected therewith shall be open to inspection by the Engineer (or other persons authorised by the Engineer) at all reasonable times, and the Engineer shall be at liberty to suspend any portion of work which is not being executed in conformity with these specifications.

The Contractor shall satisfy himself that any quarry selected for use provides the necessary mined material in accordance with the specification and that the quarry or borrow pits are in compliance with the latest environmental and mining legislation.

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Witness 1

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Witness 2



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***RE-ADVERT: THE COMPLETION OF THE ROUXVILLE /
ROLELEATHUNYA WATER TREATMENT WORKS (WTW)***

PORTION 2: CONTRACT

**PART C3.5.2
Variations and Additions to Standard
And Particular Specifications**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



MOHOKARE LOCAL MUNICIPALITY

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RE-ADVERT: THE COMPLETION OF THE ROUXVILLE / ROLELEATHUNYA WATER TREATMENT WORKS (WTW)

VARIATIONS TO REQUIREMENTS OF SPECIFICATIONS LISTED IN THE LIST OF SPECIFICATIONS

CLAUSE	DESCRIPTION	PAGE
PSA	General	C3.5-3
PSAB	Engineer's Office	C3.5-16
PSC	Site Clearance	C3.5-18
PSD	Earthworks	C3.5-19
PSDB	Earthworks (Pipe Trenches)	C3.5-28
PSL	Medium Pressure Pipelines.....	C3.5-36
PSLB	Bedding (Pipes)	C3.5-36
PSPA	Site Finishing.....	C3.5-42
PSPB	Zone Meter Installation	C3.5-43
PLIS	Labour Intensive Specification	C3.5-45

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Witness 2



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RE-ADVERT: THE COMPLETION OF THE ROUXVILLE / ROLELEATHUNYA WATER TREATMENT WORKS (WTW)

VARIATIONS AND ADDITIONS TO THE STANDARDIZED SPECIFICATIONS AND PARTICULAR SPECIFICATIONS FOR THIS CONTRACT

The following variations and additions to the SABS 1200 Standardized Specifications referred to in clause PS 26 will be valid for this contract. The prefix "PSA" indicates an amendment to SABS 1200 A, "PSC" to SABS 1200 C, etc. The numbers following these prefixes are the relevant clause numbers in SABS 1200.

PSA GENERAL (1986)

PSA 1 SCOPE

Replace sub clause 1.1 with the following:

"1.1 This specification covers requirements, principles and responsibilities of a general nature which are normally applicable to all civil engineering contracts as well as the requirements for the Contractor's establishment on site."

PSA 2 INTERPRETATIONS

PSA 2.3 Definitions

a) General

Add the following definitions:

"General conditions: The general conditions of contract specified for use with this contract and 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."

c) 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 variation in the value of the contract amount or the contract time of completion.

Time-related charge: A charge, the amount of which is varied in accordance with the time for completion of the work as adjusted in accordance with the provisions of the contract.

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

PSA 2.4 Abbreviations

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Witness 2

Employer

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Witness 2



- a) Abbreviations relating to standard documents

Add the following abbreviation:

"CKS: SABS Co-ordinating Specification."

PSA 2.8 Items In Schedule of Quantities

PSA 2.8.1 Principle

In the fourth line after the word "Specification" add "or in the measurement and payment clause of the standard or particular specification or section or project specification".

PSA 2.8.2 Preliminary and General Section

Add the following to A 2.8.2:

Should the sum of Section A: Preliminary and General exceeds 15% of the tender sum (excluding VAT), the Tenderer shall state his reasons in writing for tendering in this manner. See also PSA 8.2.1.

PSA 3 MATERIALS

PSA 3.1 Quality

Add the following:

"All manufactured materials supplied shall be new materials unless the contrary is specified. All materials specified in accordance with SABS specifications shall bear the SABS mark, whether so specified or not."

Add the following:

"The Contractor must provide the Engineer with at least 48 hours notice prior to control testing being required. Furthermore, the Contractor must make provision in his programme for the undertaking, and calculation of results, of such testing. Construction of any work that depends on control testing, for which test results are not available will be undertaken at the Contractors own risk."

Add the following sub clause(s):

"PSA 3.3 Ordering of Materials

The quantities set out in the schedule of quantities have been determined from calculations based on data available at the time and should therefore be considered to be only approximate quantities. The Contractor shall, therefore, verify the quantities before ordering materials of any kind. No liability or responsibility whatsoever shall be attached to the employer for materials ordered by the Contractor except if they have been ordered in accordance with written confirmation issued by the Engineer.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



PSA 3.4 Materials Supplied by the Employer

Materials designated in the Contract documents to be supplied by the Employer shall not be obtained by the Contractor from any other source than from the Employer. Requisitions for materials to be supplied by the Employer shall be submitted in writing and shall be signed by the Contractor or his authorised representative and the Engineer. The Contractor or his authorised representative shall sign a receipt upon delivery of all such materials that, having been accepted by the Contractor, will be deemed to be in a sound and satisfactory condition and will thenceforth be his sole responsibility.

The onus shall be entirely on the Contractor to ensure that he accepts only sound materials from the Employer, and the Engineer is authorised to reject as unsuitable any material on the Site of the Works that, in his opinion, is unsound or defective in any way. The Contractor shall immediately remove such rejected materials from the Site of the Works and shall replace them, at his own expense, with new and sound materials to the satisfaction of the Engineer."

PSA 4 PLANT

PSA 4.2 Contractor's Offices, Stores and Services

Add the following paragraph before the first paragraph:

"The Contractor's construction camp shall be fenced off and shall contain all offices, stores, workshops, testing laboratories, toilet facilities, etc. The camp shall always be kept in a neat and tidy condition.

No personnel will be allowed to reside on the site. Only night-watchmen may be on the site after hours."

The Contractor shall make arrangements as necessary for the removal of night soil."

Add the following to clause 4.2:

Storage of Materials

Rubber articles, including pipe insertion or joint rings, shall be stored in a suitable shed and kept away from sunlight, oil or grease. Living accommodation shall not be used for the storage of materials.

Large items not normally stored in a building shall be neatly stacked or laid out on suitable cleaned areas at the Site. Grass or vegetation shall not be allowed to grow long in the storage areas and the material shall be kept free of dust and mud and be protected from stormwater. Pipes shall be handled and stacked in accordance with the manufacturer's recommendations, special care being taken to avoid stacking to excessive heights and placing over hard objects. uPVC pipes shall be protected from direct sunlight by suitable covers.

Every precaution shall be taken to keep cement dry and prevent access of moisture to it from the time it leaves the place of manufacture until it is required for use on the Site. Any bags of cement which show any degree of hydration and setting shall be removed from the Site of the Works and replaced at the Contractor's own expense.

PSA 5 CONSTRUCTION

PSA 5.1 Survey

PSA 5.1.1 Setting Out of the Works

Substitute the first sentence in clause 5.1.1 with the following:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Setting out of the works shall be done from survey pegs along the street reserve boundaries and from benchmarks as indicated on the drawings. The Contractor shall, within two (2) weeks after the site has been handed over to him, ascertain the correctness of all pegs and benchmarks. Any discrepancy shall immediately be reported in writing to the Engineer. Any costs or subsequent costs arising from discrepancies which had not been reported to the Engineer within the aforementioned period, shall be the sole responsibility of the Contractor.

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 5.2 **Watching, Barricading, Lighting and Traffic Crossings**

Add the following to clause 5.2:

The Contractor shall employ competent watchmen to guard the works both day and night.

From the time work on any portion of the Works commences, until the Completion of the Works and the issue of the Certificate of Completion of the Works, the Contractor shall be responsible for protecting the property of the Municipality and all persons having business on the Site from anything dangerous or likely to cause damage or injury. The Contractor shall take all practical precautions to avoid nuisance or inconvenience to the owners or occupiers of properties near to the Site and to the public generally whilst carrying out the Works and shall at all times keep the Site clean and in safe and satisfactory condition. Dust control shall be exercised by frequently and whenever required spraying cleared surfaces and bypasses with water.

The crossing of any tarred roads to connect to the water and sewer mains must be done in half widths, or as required by the Engineer.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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 SABS 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 cognisance being taken of such deviations in line and level which may reasonably be anticipated, and

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- 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 there from 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 SABS 1200 DB should be observed. In other areas compaction is to be to 90% modified AASHTO density.

Before any work that involves services to any property is carried out, the Contractor shall serve notice on the resident, occupier and/or owner of every property at least 3 working days in advance of any temporary disconnection, advising the nature, time and duration. The Contractor shall comply with any additional requirements of the Local Authority.

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.

The Employer will accept no liability for damages due to delay in having such alterations or repairs effected. The Contractor shall provide all reasonable opportunity, access and assistance to persons carrying out alterations or repairs of existing services.

PSA 5.7 **Safety**

REPLACE THE CONTENTS OF SUBCLAUSE 5.7 WITH THE FOLLOWING:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



"Pursuant to the provisions of the Conditions of Contract, and without in any way limiting the Contractor's obligations there under, 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 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 of the Conditions of Contract and for the Employer to cancel the Contract in accordance with the further provisions of the said clause 55."

ADD THE FOLLOWING SUB-CLAUSE 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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



of work, problems, claims, payments, and safety shall be discussed, but not matters concerning the day-to-day running of the Contract."

PSA 6 TOLERANCES

Add the following sub-clause:

"PSA 6.4 General

No guarantee is given that the full specified tolerances will be available independently of each other, and the Contractor is cautioned in regard to the fact 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 shall for purpose of measurement and payment be determined from the 'authorized' dimensions. This shall be taken to mean the dimensions as specified or shown on the drawings or, if changed, as finally instructed by the Engineer, without any allowance for the tolerances specified. Save as hereinafter specified to the contrary, all measurements for determining quantities for purposes of payment will be based on the "authorized" dimensions.

If the work is therefore constructed in compliance with the "authorized" dimensions plus or minus any tolerances allowed, quantities will be based on the "authorized" 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 7.1.1 Checking

Replace the last sentence with the following:

"The Contractor shall obtain the services of an independent testing laboratory at his own expense (Refer sub-clause PS 8.6 of portion 1 of the project specifications) to carry out such checks as are 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

Add the following:

"The independent laboratory used by the Contractor and approved by the Engineer shall also be deemed to be an approved laboratory."

PSA 7.4 Statistical Analysis of Control Tests

Substitute A 7.4 with the following:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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

PSA 8 MEASUREMENT AND PAYMENT

PSA 8.1 Measurement

PSA 8.1.2 Preliminary and general items or section

PSA 8.1.2.1 Contents

Replace the contents of item (c) with the following:

"The 'duration of construction' applicable to a time-related item shall be the tendered contract period."

PSA 8.1.2.2 Tendered sums

Replace the contents of this sub-clause with the following:

"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 General Conditions of Contract, Special Conditions of Contract and of this Standardized Specification, except to the extent that provision is made in these Project Specifications to cover compensation for any of these items of work.
- 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 permanent or temporary work.
- Providing facilities on site for the Contractor's personnel, including offices, storage facilities, workshops, ablutions, for providing services such as water, electricity, sewerage, sewage and rubbish disposal, for access roads and all other facilities required as well as for the maintenance and removal on completion of the works of these facilities (Excluding the permanent structures).and the cleaning-up of the camp site on completion of the works.
- Providing facilities for the Engineer and his staff as specified in Portion 1: Site facilities required, SABS 1200 AB and PSAB.
- All costs related to the supply, erection, maintenance and removal of two contract name boards as detailed in the drawings."

PSA 8.2 Payment

PSA 8.2.1 Fixed-charge and value-related items

Replace the contents of this sub-clause with the following:

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

Eighty per cent (80%) of the sum tendered will be paid once the facilities have been provided and approved. The remaining twenty per cent (20%) will be paid once the works have been completed, the facilities removed, and the camp site cleared and cleaned.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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 met all his obligations to date under this specification, the general conditions of contract and the special conditions of contract, and where the value of work certified for payment, excluding materials on site and any payments under 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 monies but excluding the second instalment referred to herein, 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, then the sum tendered under item 8.3.2 will be adjusted pro rata up or down in accordance with clause 53 of the General Conditions of Contract and this adjustment shall be applied to the third instalment. No adjustment will apply to item 8.3.1 in respect of variations in the value of work done or the time for completion finally authorized."

PSA 8.2.2 Time-related items

Replace the contents of this sub-clause with the following:

"Subject to the provisions of 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 more than in proportion to the progress of the work as a whole.

Should the Engineer grant an extension of the time for completion of the works, the Contractor will be entitled to an increase in the sum tendered for the time-related item, which increase shall be in the same proportion to the original tendered sum as the extension of time is to the original time for completion of the works.

Payment for such increased amounts will be taken to be in full compensation for all additional time-related preliminary and general costs that result from the circumstances pertaining to the extension of time granted."

PSA 8.3 **Scheduled Fixed-Charge and Value-Related Items**

PSA 8.3.1 Contractual requirements..... Unit: Sum

Add to end of last sentence:

"but excluding insurance as required in terms of Part T1.3, Clause 2.9 and Part C1.2"

Add new payment item:

PSA 8.3.1 a) Contractors all risk insurance provided by Contractor (if not by Municipality as stated in Part T1.3, clause 2.9 and Part C1.2)Unit: Sum

The rate shall cover the cost to provide insurance as required in GCC38.1 for the duration of the contract.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



PSA 8.3.2 Establishment of Facilities on the Site

PSA 8.3.2.1 Facilities for Engineer

Substitute or add the following subclasses:

Substitute A 8.3.2.1(a) and (b) with:

- a) Furnished office for Resident Engineer suitable for site meetings Unit: Sum
- b) One cellular phone Unit: Sum
- d) One survey assistants and equipment Unit: Sum

Add the following sub-clauses:

- e) One carport as specified Unit: Sum
- f) Provision of monthly “as-built” records to the Engineer Unit: Sum
- g) Ablution and latrine facilities Unit: Sum

The payment remains as specified in Sub clause 8.3.2.3.

PSA 8.4 Scheduled Time-Related Items

PSA 8.4.2.1 Facilities for Engineer

Substitute A 8.4.2.1(a) and (b) with:

- a) Furnished office for Resident Engineer suitable for site meetings Unit: month
- b) One cellular phone Unit: month
- d) Two survey assistants and equipment Unit: month

Add the following sub-clauses.

- e) One carport as specified Unit: month
- f) Provision of monthly “as-built” records to the Engineer Unit: month
- g) Ablution and latrine facilities Unit: Month

PSA 8.4.2.2 Facilities for Contractor

Add the following:

- k) One facsimile facility Unit: month
- l) Digital camera to take digital photographs of existing structures and obstructions on the pipeline routes and submit to the Engineer..... Unit: month

The unit of payment for item 8.4.2.1 will be “month”.

PSA 8.5 Sums Stated Provisionally By Engineer

Add the following:

- c) Provision for day works Unit: Sum

PSA 8.6 Prime Cost Items

Add the following new sub-clauses:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- d) Additional quality control tests by approved laboratory instructed by the Engineer. (The cost of tests not conforming to standards shall not be included for payment) Unit: Sum
- e) Contractor's superintendence and administration of item (d) above Unit: %
- f) Disconnect existing legal/illegal water connections when instructed by the Engineer Unit: No
- g) Overheads, charges, handling fee and profit on item (f) above Unit: %

PSA 8.7 Day work

Replace A8.7 with the following:

Day work will be paid according to the tendered rates in the Day work Schedule attached as an annexure. These tendered rates include all allowances for the Contractor's and subcontractor's profits, timekeeping, clerical work, insurance establishment, superintendence and the use of hand tools. The percentage allowances stated in the appendix to the tender form are only applicable to day work items not listed in the Day work Schedule. These day work costs will be valued according to clause 40(4)(b) in the General Conditions of Contract as amended.

PSA 8.8 Temporary Works

PSA 8.8.2 Accommodation of Traffic Unit: Sum

Add the following to A 8.8.2:

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

PSA 8.8.4 Existing Services

Add the following to A 8.8.4:

Where the Contractor is responsible for the cost of repairs carried out by the Municipality or others, the costs will be recovered by means of a deduction from the Contractor's monthly payment certificate. The Municipality will attend to the payment of monies due to others.

PSA 8.8.5 Cost of Survey in Terms of the Land Survey Act Unit: Sum

Substitute A 8.8.5 with the following:

The sum shall cover the cost of all labour, plant and material required for the searching and compilation of a list, all in accordance with the requirements as set out in clause A 5.1.2. The cost of the Contractor's responsibility for the setting out of the Works in terms of Sub clause 5.1.1 and the preservation and replacement of beacons and pegs subject to the Land Survey Act in terms of Sub clause A 5.1.2 will be held to be covered by the sums tendered for other obligations under Sub clauses 8.3.3 and 8.4.5.

PSA 8.9 Additional Survey

- a) As instructed by the Engineer..... Unit: PC Sum
- b) Overheads, changes and profit on item (a) above.....Unit: percentage (%)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



PSA 8.10 Training Courses

- a) Cost of courses Unit: PC Sum
- b) Handling costs and profit on item (a) above.....Unit: percentage (%)

The tendered percentage is a percentage of the amount actually spent under sub item (a) above, which shall include full compensation for the handling costs of the Contractor, and the profit in connection with the organisation of the courses given.

PSA 8.11 Management of Subcontracts

Management of approved emerging local subcontractorsUnit: % (percentage)

The unit of measurement is the percentage paid on the aggregate of the amounts actually paid to the subcontractor, appointed on the respective basic levels of subcontracts. The amount will be in accordance with the provisions of the subcontract and as certified by both the Contractor and the Engineer for payment by the Employer.

The items shall be paid extra-over to the tendered rates and prices for executing the various items of work (or portions thereof) listed in the Schedule of Quantities using small Contractors/subcontractors in accordance with the requirements of Portion 1 of this Specification.

The tendered percentage shall include full compensation for all the Contractor's additional costs arising from executing the particular works using small Contractors/subcontractors, including but not limited to the identification, assessment and categorisation of potential tenderers, formulation of the subcontracts, the invitation, adjudication of tenders/ quotations, and award of the subcontracts, as well as the provision of all assistance, guidance and mentoring the administration of the subcontract.

The quantity used in the Schedule of Quantities is for tender purposes only and is not an indication of the estimated tender value. During the Contract this quantity will be adjusted as described above.

ADD THE FOLLOWING ITEM:

PSA 8.12.1 Health And Safety Requirements Unit : Sum

The rate shall cover all costs pertaining to the provision and maintenance for the duration of the contract of the health and safety measures required in terms of Clause 5 (Principle Contractor and Contractor) of the Construction Regulations (2003) of the Occupational Health and Safety Act. No other sum shall be paid in this respect and Tenderers must therefore ensure that adequate provision has been allowed for.

PSA 8.12.2 Health And Safety Plan Unit : Sum

The rate shall cover all costs pertaining to the provision and maintenance for the duration of the contract of the health and safety plan as required in the Construction Regulations (2003). The rate shall include for all risk assessments required as well as for the development and implementation of safe work procedures and method statements. No other sum shall be paid in this respect and Tenderers must therefore ensure that adequate provision has been allowed for.

PSA 8.12.3 Health and Safety File Unit: Sum

The rate shall cover all costs pertaining to the provision and/or collection of data (drawings, design, materials, operation and maintenance manuals, etc) to be contained in the file, co-

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



operation with other parties, compilation and maintenance of the file during the duration of the contract and the handing over of the file to the Client on completion of the contract. No other sum shall be paid in this respect and Tenderers must therefore ensure that adequate provision has been allowed for.

PSAB ENGINEERS OFFICE (1986)

PSAB 3 MATERIALS

PSAB 3.1 Name boards

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

PSAB 3.2 Office Building(S)

Add the following to AB 3.2:

The office must have an adjacent carport with minimum dimensions of 6 m x 3 m with a free draining, wearing course floor. The roof must be built in such a way that a vehicle will always be shielded against the sun throughout the day. An approved shade net may be used for the sides to comply with above-mentioned requirement.

Add the following:

"The Contractor shall provide an air conditioner for both cooling and heating. At least 2 single phase plug points shall be provided. A plan hanger for A0 plans shall be provided."

PSAB 4 PLANT

PSAB 4.1 Telephone

Replace AB 4.1 with the following:

The Contractor shall make available a cellular phone for the exclusive use of the Engineer's Representative for official purposes.

PSAB 5 CONSTRUCTION

PSAB 5.1 Name boards

Add the following to AB 5.1:

The name boards shall be erected within one month after receipt of the letter of acceptance and shall be placed at the position indicated by the Engineer and kept in good repair for the duration of the contract and the defects liability period. Any damage to these boards shall be repaired within fourteen days. No payment shall be made in terms of the contract prior to the erection of the name boards.

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

PSAB 5.5 Survey Assistants

Substitute "two or more" in the first sentence of AB 5.5 with "two".

PSAB 5.6 Survey Equipment

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



New clause

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

- a) one tachimeter capable of reading to minimum 20 seconds and maximum 6 seconds of arc, plus tripod.
- b) one automatic level plus tripod.
- c) two tachimeter staffs and one level staff, all graduated metrically; and
- d) one 5 m and one 100 m tape measure.

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

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

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

PSC SITE CLEARANCE (1982)

PSC 1 SCOPE

Add the following:

"This section also covers the removal of foreign materials such as sand, rubbish, etc from areas within the site boundary where work must be executed by the Contractor."

PSC 3 MATERIAL

PSC 3.1 Disposal of Material

Substitute the first sentence of C 3.1 with the following:

Material obtained from clearing and grubbing and demolition of structures shall be disposed of at one of the allocated municipal dump sites or alternative dump site as approved by the Engineer.

PSC 5 CONSTRUCTION

PSC 5.1 Areas to Be Cleared and Grubbed

Add the following:

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

PSC 5.2 Cutting of Trees

Add the following:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



"The Contractor shall make all due allowance for protection of trees. NO TREE/S SHALL BE REMOVED WITHOUT PRIOR CONSENT OF THE ENGINEER IN CONSOLATION WITH THE EMPLOYER. Branches may not be trimmed in any way except by the Employer or his appointed agent. Damage to any tree/s, which is in the sole discretion of the Engineer constitutes permanent defacement of such tree/s, shall result in a penalty of R5 000 (Five Thousand Rand) per mature tree damaged. Such penalty will be offset against monies due to the Contractor in terms of certificates issued by the Engineer, should such tree require to be replaced, the cost of such replacement shall be entirely for the account of the Contractor.

Penalties for the damage of smaller trees, shrubs, etc shall be R1000.00/per tree or shrub damaged. Replacement or making good shall be entirely for the account of the Contractor.

The Contractor shall also be held accountable for damage to plants resulting from placement of fill or removal of soil, except as directed by the Engineer.

PSC 5.3 Clearing

Add the following:

"The tenderers attention is drawn to the fact that all items described under sub clause 5.3 which are not separately listed in the bill of quantities must be included in the price for item PSC 8.2.1."

PSC 5.5 Re-clearing of Vegetation

Add the following:

"Where areas have to be re-cleared on the written instructions of the Engineer, such re-clearing shall be carried out at the Contractor's own cost and the Contractor is advised therefore, not to clear areas at such an early stage that re-clearing may become necessary."

PSC 8 MEASUREMENT AND PAYMENT

PSC 8.1 Basic Principles

Add the following:

"The thickness of the layer that will unavoidably be stripped during clearing of vegetation will be taken as 100 mm. This implies that levels used in earthworks quantity calculations will be 100 mm lower than the original levels."

PSC 8.2 Payment

PSC 8.2.1 Clear and grub

REPLACE THE FIRST LINE WITH THE FOLLOWING:

"The area designated by the Engineer to be cleared and grubbed will be measured in square metre to the nearest square metre or sum with separately scheduled items for different areas or,"

Add the following:

"The rate shall also include the cost of reinstating existing lawns/gardens and/or tarred surfaces in and surrounding the cleared area that are damaged during the clear and grub activity." The rate shall include the cost of buying new material where required and all liaisons with the relevant property owners.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- PSC 8.2.5 Take down existing fences and re-erect after completion of the works to original state Unit: m
- The unit of measurement will be metre and the rate will include re-erection thereof as soon as possible after construction work is completed.
- Add the following:
- PS C 8.2.8 Demolish and remove structures/buildings and cart away unwanted material to spoil at dump site
- a) Informal toilet structures and buildings smaller than 2,5 m² irrespective of type of material Unit: No
 - b) Buildings larger than 2,5m² irrespective of type of material ... Unit: No
- PS C 5.8 d) Provide temporary toilet structure with replaceable bucket per erf where an existing informal toilet structure is demolished to be able to make the new sewer and water system operational Unit: No

PSD EARTHWORKS (1988)

PSD 2 INTERPRETATIONS

PSD 2.1 Supporting Specifications

Replace sub clause 2.1.2 with the following:

"PSD 2.1.2 Any of the other SABS 1200 specifications may form part of the contract documents."

PSD 2.3 Definitions

Replace the definition "Borrow" with the following:

"Borrow material: Material, other than material obtained from excavations required for the works, obtained from sources such as borrow pits or the authorized widening of excavations. 'Borrow' shall have a corresponding meaning."

Replace the definition "Specified density" with the following:

"Specified density: The specified dry density expressed as a percentage of modified AASHTO dry density."

Replace the definition "Stockpile" with the following:

"Stockpile (Verb): The process of selecting and, as maybe necessary, loading, transporting and offloading material in a designated area for later use and a specific purpose."

Add the following definitions:

"Commercial source: A source of material provided by the Contractor, not the Employer, and including any borrow pit, provided by the Contractor.

"Fill: An embankment or terrace constructed from material obtained from excavations or borrow. In roads it includes the earthworks up to below the selected subgrade level.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Fill (material): Material used for the construction of an embankment or terrace.

Roadbed: The in-situ material on which a fill is to be constructed.

Placing: Placing shall mean spreading of backfilling material, watering, mixing, compacting, final grading, complying with the required tolerances and providing for testing, all in accordance with the requirements of the specification."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



PSD 3 MATERIALS

PSD 3.1 Classification for Excavation Purposes

PSD 3.1.1 Method of classifying

Add the following:

"Classification of material other than 'soft excavation' shall be agreed upon before excavation may be commenced. The Contractor shall immediately inform the Engineer if and when the nature of the material being excavated changes to the extent that a new classification for further excavation is warranted. Failure on the part of the Contractor to advise the Engineer thereof in good time shall entitle the Engineer to classify, at his discretion, such excavation as may have been executed in material of a different nature."

PSD 3.2 CLASSIFICATION FOR PLACING PURPOSES

PSD 3.2.1 Material suitable for embankments and terraces

Replace the contents of this sub clause with the following:

"PSD 3.2.1.1 General

Save as provided below or instructed by the Engineer, all material resulting from excavations shall be used for purposes of constructing fills and shall only be removed to spoil when surplus to requirements and on the written instructions of the Engineer. Other material that may be approved and ordered for use includes dump rock, ash (mixed with soft fill) and mine-dump material.

PSD 3.2.1.2 Classification

Fill material shall be classified as follows:

a) soft fill

Fill consisting predominantly of material which, after compaction, is sufficiently fine, and contains sufficiently few stones or rock particles, to generally permit the determination of the field density of the compacted fill by means of the sand replacement test (TMH.1 test No A10(a)). Such material will generally include soil, sand and soft rock.

b) Coarse fill

Fill other than rock fill containing so much stone, rock particles and rock fragments that, after compaction, it will generally be impracticable to determine the field density of the fill by the sand replacement method.

c) Rock fill

Fill constructed from material consisting predominantly of rocks and boulders with possibly some fine material in between, which material, on account of the mechanical interlock of the large fragments, cannot be compacted effectively by construction methods normally used for soft and coarse fill.

PSD 3.2.1.3 Specified properties of fill material

a) Soft fill

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



The material shall have a CBR of not less than 3% at the relative density specified for compaction. It shall not contain stones or rock fragments in excess of 150 mm maximum dimension and the PI shall not exceed 18 unless otherwise authorized by the Engineer.

b) Coarse fill

The fraction of the material smaller than 50 mm shall conform to the requirements for soft fill.

The material shall not contain stones or rock particles in excess of 500 mm maximum dimension.

Coarse fill may include dump rock obtained from existing stockpiles.

c) Rock fill

Rock fragments and boulders shall not exceed 750 mm maximum dimension."

PSD 3.2.3 Material suitable for backfill or fill against structures.

Replace the contents of this sub clause with the following:

"Material used for backfilling behind structures shall generally be the material excavated but subject to the following:

- a) The material shall not contain an excessive number of stones retained on a 50 mm sieve.
- b) The material shall not contain large clay lumps that do not break up under the action of the compaction equipment being used.
- c) The liquid limit of the material shall not exceed 40, neither shall the PI exceed 18."

PSD 3.3 **Selection**

PSD 3.3.1 General

Replace the second paragraph with the following:

"The Contractor shall deal selectively with materials from all excavations to ensure that no acceptable backfill or bedding material is contaminated by material unfit for use. No additional payment shall be made in this regard and all costs related to the above selection process shall be included in the applicable payment items. Should useful material be contaminated to such an extent that it is regarded as unfit for use the Contractor shall at his own cost dispose of this material and replace it with material of an equivalent standard to the acceptable in situ material."

Add the following sub clause:

"PSD 3.3.3 Selection in borrow pits.

The approval of a borrow area for a certain purpose does not necessarily mean that all material within that area is suitable for the specified purpose. What it does mean, is that the borrow area contains some suitable material. The onus is on the Contractor to ensure that only material that is indeed suitable is removed and used for the specified purpose."

Where the Contractor is required to select material from excavations for a specific purpose, the above provisions relating to borrow areas shall apply mutatis mutandis to excavations.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



The Contractor shall not waste or contaminate material that has been selected for a specific purpose."

PSD 4 PLANT

PSD 4.4 Detectors

REPLACE THE CONTENTS OF SUBCLAUSE 4.4 WITH THE FOLLOWING:

"The Contractor shall, for the purposes of detecting and locating underground services in accordance with the provisions of sub clause 5.4 of SABS 1200 A and sub clause 5.1.2 of SABS 1200 D, at his own cost, provide and use detecting equipment which is suitable for the detection of underground cables and pipes."

PSD 5 CONSTRUCTION

PSD 5.1 Precautions

PSD 5.1.1 Safety

PSD 5.1.1.1 Barricading and lighting

Replace "Machinery and Occupational Safety Act, 1983 (Act 6 of 1983)" with "Occupational Health and Safety Act, 1993 (Act 85 of 1993)".

PSD 5.1.1.2 Replace "Machinery and Occupational Safety Act, 1983 (Act 6 of 1983)" with "Occupational Health and Safety Act, 1993 (Act 85 of 1993)".

PSD 5.1.1.3 Explosives

Replace the contents of this sub clause with the following:

"The Contractor will generally be permitted to use explosives for breaking up hard material during excavations, for demolishing existing structures and for such other purposes where they may normally be required, subject to the following conditions:

- a) The Engineer shall be authorized to prohibit the use of explosives in cases where, in his opinion the risk of injury to persons or damage to property or adjoining structures is too high. Such action by the Engineer shall not entitle the Contractor to any additional payment for having to resort to other less economical methods of construction.
- b) The Engineer's prior approval shall be obtained in writing in respect of each and every blasting operation carried out. Such approval may be withheld in the event of the Contractor not acting responsibly and carefully in his use of explosives.
- c) The requirements of the Explosives Act, Act 6 of 1956, and the requirements of the Inspector of Explosives shall be complied with.
- d) Before any blasting is undertaken the Contractor shall satisfy the Engineer that he has established whether or not the insurers concerned require pre- and post-blasting inspections of buildings and structures within a certain radius of the proposed blasting to be carried out.

Should such inspections be required, the Contractor shall, together with the Engineer and the insurer, examine and measure any buildings, houses or structures in the vicinity of the proposed blasting and establish and record, together with the owner, lessee or occupier thereof, the extent of any cracking or damage that may exist before the commencement of blasting operations. It shall be the responsibility of the Contractor to make good at his own

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



expense any further damage to such houses, buildings or structures which is a result of the blasting.

- e) Where there is a reasonable possibility of damage to power and telephone lines or any other property, the Contractor shall suitably adapt his method of blasting and the size of charges and shall use adequate protective measures, such as cover-blasting, to limit the risk of damage as far as possible.
- f) All accidents, injury to persons and damage to property shall be reported in detail and in writing to the Engineer as soon as is practicable.
- g) The Engineer shall be given 24 hours' notice by the Contractor before each blasting operation is carried out."
- h) When blasting to specified profiles, the Contractor shall so arrange the holes and charges that the resulting exposed surfaces are as sound as the nature of the material permits. The Contractor shall make good at his own expense, any additional excavation necessitated by the shattering of rock in excess of any over break allowances specified in the Project Specifications or given on any Drawing.

Notwithstanding the Contractor's compliance with the above provisions, the Contractor shall remain liable for any injury to persons and animals and loss of or damage to property occurring as a result of blasting operations."

PSD 5.1.2 Existing services

PSD 5.1.2.2 Detection, location and exposure

REPLACE THE CONTENTS OF SUBCLAUSE 5.1.2.2 WITH THE FOLLOWING:

"The exposure by the Contractor of underground services, as required in terms of sub clause 5.4 of SABS 1200 A (as amended) shall be carried out by careful hand excavation at such positions and to such dimensions as are agreed to by the Engineer.

Unless otherwise instructed or agreed by the Engineer, no service shall be left exposed after its exact position has been determined and all excavations carried out for the purposes of exposing underground services shall be promptly backfilled and compacted to the following densities:

- a) In roadways: 93% Mod AASHTO density; and
- b) In all other areas: 90% Mod AASHTO density.

Where hand excavations to expose underground services have to be carried out in roadways, the Contractor shall reinstate the road layer works in accordance with the provisions of sub clause 5.9 of SABS 1200 DB.

Payment in respect of exposing the services by means of hand excavation as described above, will be made in accordance with sub clause PSD 8.3.8.1.

Payment in respect of reinstating layer works in roadways will be made in accordance with sub clause 8.3.6.1 of SABS 1200 DB (as amended)."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



PSD 5.1.2.3 Protection of cables

REPLACE SUBCLAUSE 5.1.2.3 WITH THE FOLLOWING:

"5.1.2.3 Protection during construction

Further to the requirements of sub clause 5.4.2 of SABS 1200 A (as amended), major excavating equipment and other plant shall not be operated dangerously close to known services. Where necessary, excavation in close proximity to known services shall be carefully carried out with suitable hand tools, excluding picks wherever their use could damage the services. No additional payment will apply to such more difficult work.

Should any service not being a known service be discovered or encountered during the course of the Contract, the Contractor shall, in addition to complying with the requirements of sub clause 5.4.2 of SABS 1200 A (as amended), immediately notify the Engineer thereof and implement such measures as will prevent damage of such service or, if it was damaged in the course of discovery, will prevent and minimise the occurrence of any further damage occurring."

PSD 5.1.2.4 Negligence

DELETE SUBCLAUSE 5.1.2.4.

PSD 5.1.3 Stormwater and groundwater

ADD THE FOLLOWING:

"The Contractor shall, where applicable and at the earliest practicable opportunity, install the permanent drainage specified or shown on the Drawings and shall at his own cost provide the temporary drainage required to protect the works."

PSD 5.1.5 Reinstatement and maintenance of roads

ADD THE FOLLOWING:

"Where crossings have been made, the roads shall be reinstated in accordance with the details specified in sub clause 5.9 of SABS 1200 DB."

PSD 5.1.6 Road traffic control

DELETE THE SECOND SENTENCE OF SUBCLAUSE 5.1.6.

PSD 5.2 Methods and Procedures

PSD 5.2.2 Excavation

PSD 5.2.2.1 Excavation for general earthworks and for structures

Add the following to paragraph (b):

"Where the nature of the material precludes the above procedure, additional excavations shall be made to provide working space for the erection of formwork. In general payment will be made for a working width of 600 mm, but the Contractor may excavate a greater working width at no additional cost to the employer.

Immediately before any permanent construction is commenced, all loose material shall be removed or thoroughly compacted."

Replace the first sentence of paragraph (e) with the following:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



"Where excavations have been carried out below the authorized levels, the Contractor shall backfill such excavations to the correct level with approved gravel compacted to 90% of modified AASHTO density or to the density of the surrounding material.

Where excavations for structures in hard material have been carried out, the Engineer may however require the over-excavation to be backfilled with a weak concrete if there is a danger of settlement or differential settlement of the foundations.

Where the sides of excavations against which concrete is to be cast have been over-excavated or have collapsed partially, the Contractor shall retrim the excavations if necessary and, unless other remedial measures are agreed to by the Engineer, shall cast the concrete for the structure, including any additional concrete which may be required as a result of the over-excavation or partial collapse. The cost of the additional concrete or remedial measures shall be for the Contractor's account."

PSD 5.2.2.2 Borrow pits.

Add the following:

"A commercial source shall, for the purposes of this specification, mean a source of material provided by the Contractor, not the employer.

Where it is specified that material shall be obtained from commercial sources, the Contractor shall be responsible and include in his prices for borrow to fill from commercial sources, for finding a source of suitable material, for making all arrangements for procuring the material with the owner of the source, for the payment of any royalties, charges or damages and, for transporting the material to the site regardless of the distance involved. No payment will be made for the removal of overburden or stockpiling at the commercial source and no extra over payment for excavating in intermediate, hard or boulder material shall apply."

PSD 5.2.2.3 Disposal

Add the following:

"The Contractor shall provide the necessary spoil sites and shall make the necessary arrangements with the owner of the site where the material is disposed of and shall include in his rates for all charges in this regard and for transporting the material regardless of the distance involved."

Add the following subclasses:

"PSD 5.2.2.4 Selection and stockpiling

Approval or designation of the material in a particular borrow pit or excavation for a particular purpose does not imply that all the material in the borrow pit or excavation is suitable for the particular purpose to which the said approval or designation relates, nor that all material in the borrow pit or source should be used for the particular purpose. The Contractor shall select suitable material from that borrow pit or source, discard unsuitable material and reserve material for other purposes as necessary.

The Contractor shall organise and carry out his operations in such a manner as will prevent the contamination of suitable embankment and backfill material with unsuitable materials. Any excavated material which becomes, in the Engineer's opinion, unsuitable for use in embankments or backfill as a result of contamination, shall be disposed of in a manner acceptable to the Engineer and shall be replaced by the Contractor with materials acceptable to the Engineer, all at the Contractor's cost.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



PSD 5.2.4.2 Topsoiling

Replace the last sentence with:

"The final thickness of the topsoil shall be as directed by the Engineer or as indicated on the drawings.

Drainage ditches shall be excavated, topsoiled and seeded in February prior to any stormwater system being channelled into the ditches. Stormwater shall only be permitted to enter the ditches once the grass has been established."

PSD 5.2.5 Transport for Earthworks

PSD 5.2.5.2 Overhaul

Replace the contents of this sub clause with the following:

"No overhaul will be paid under sections 1200 D, 1200 DM, 1200 DK or 1200 DB. All transport costs must be included in the relevant payment clauses."

PSD 7 TESTING

PSD 7.2 Taking and Testing of Samples

Replace the contents of this sub clause with the following:

"The Contractor shall arrange with an approved laboratory to carry out sufficient tests on a regular basis as agreed between him and the Engineer to determine whether the degree of compaction, and, where applicable, the quality of materials used, comply with the specification and shall submit the results of these tests to the Engineer in a form approved by him. The Engineer may likewise carry out such tests.

Testing by the Engineer will not relieve the Contractor of his obligations to provide materials and workmanship in accordance with the specifications.

The requirements of the density for a particular lot shall be deemed to be satisfied if at least 75% of the dry-density tests show values equal to or above the specified density and no single value is more than five percentage points below the specified value."

PSD 8 MEASUREMENT AND PAYMENT

PSD 8.1 Basic Principles

Add the following paragraph:

"PSD 8.1.4 Where backfilling is part of the activities described under a payment clause, the word backfilling includes the supply of the approved backfilling (regardless of the source and distance), as well as the placing of the material as described under subclause PSD 2.3."

PSDB EARTHWORKS (PIPE TRENCHES) (1989)

PSDB 3 MATERIALS

PSDB3.1 Methods of classifying (Clause 3.1)

Replace the contents of this sub-clause with the following:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- PSDB3.1.1 Save and except in respect of those portions of the Works which are specified in Portion 1 of the Project Specifications to be executed utilising Labour-Intensive Construction Methods, the Contractor may use any method he chooses to excavate any class material, but his chosen method of excavation shall not determine the classification of the excavation. The Engineer will determine the classification of the materials.
- PSDB3.1.2 The classification will be based on the specified construction methods, inspection of the material to be excavated and on the criteria given in PSDB3.2 below, as applicable.
- PSDB3.1.3 Where the utilisation of Labour Intensive Construction Methods is specified in Portion 1 of the Project Specification for certain classes of excavation only, the material for those classes of material to be excavated using Labour Intensive Construction Methods will be classified in terms of PSDB3.2.2 and for those classes of excavation which are not required to be executed by Labour Intensive methods, classification will be based on the criteria given in PSDB3.2.1 (i.e. Where it is specified that the excavation of soft materials only shall be executed using Labour Intensive Construction Methods, the classification of the soft material to be so excavated will be based on the criteria given in PSDB3.2.2(a) and the Contractor will be required to excavate all such soft material by Labour Intensive methods. However, when the material is classified in terms of PSDB3.2.2 (b) to be "intermediate" and is thus no longer required to be excavated by Labour Intensive methods, the classification of the material not required to be excavated using Labour Intensive methods will be based on the criteria given in PSDB3.2.1 (thus a material classified as "intermediate" in terms of PSDB3.2.2 (b) may in terms of PSDB3.2.1 be deemed to be "soft" and will be measured and paid as such under such circumstances.).
- PSDB3.1.4 All tools and equipment referred to in PSDB3.2 shall be in good mechanical and operational condition.
- PSDB3.1.5 "Efficiently" as used in PSDB3.2.2 (a) - (c) shall be taken to mean "in a manner that can be reasonably expected of a Contractor, having regard to the production achieved".
- PSDB3.1.6 The classification of material other than "soft excavatability" shall be agreed upon before excavation may commence.
- PSDB3.1.7 The Contractor shall immediately inform the Engineer if and when the nature of the material being excavated changes to such an extent that a new classification is warranted for further excavation. Failure on the part of the Contractor to advise the Engineer in good time shall entitle the Engineer to reclassify, at his discretion, such excavated material.

PSDB3.2 Classes of Excavation (Sub-Clause 3.1)

Add the following new sub-clause:

- PSDB3.2.1 Classes of excavation where Labour Intensive Construction Methods are NOT specified.

The excavation of material will, in the case of work which is NOT required in terms of the Contract to be executed utilising Labour-Intensive Construction Methods, be classified according to SABS 1200D for the purpose of measurement and payment.

Add the following new sub-clause:

- PSDB3.2.2 Classes of excavation where Labour Intensive Construction Methods are specified.

The excavation of material will, in the case of work which is required in terms of the Contract to be executed utilising Labour-Intensive Construction Methods, be classified as follows for purposes of measurement and payment:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



a) Soft excavation

i) Class 1

Soft excavation Class 1 shall be excavation, including the excavation of boulders not exceeding 0,04 m³, in material that can be excavated and removed from the excavation by an average able-bodied labourer or group of such labourers, at a rate of not less than 2,0 m³ per 9,25 hour working day per labourer, using only picks, "gwalas", shovels and similar hand tools.

ii) Class 2

Soft excavation Class 2 shall be excavation, including the excavation of boulders not exceeding 0,04 m³, (excluding soft excavation Class 1) in material that can be excavated and removed from the excavation by an average able bodied labourer or group of such labourers, at a rate of not less than 1,0 m³ and not more than 2,0 m³ per 9,25 hour working day per labourer, using only picks, "gwalas", shovels and similar hand tools.

b) Hard rock excavation

Hard rock excavation shall be excavation of undecomposed boulders exceeding 0,04 m³ and excavation in solid rock occurring in bulk or in banks or ledges, which requires loosening or breaking up by drilling, wedging, splitting or blasting or by other approved quarrying methods, prior to being excavated and removed from the excavation utilising only picks, "gwalas", shovels and similar hand tools.

(NOTE: Such excavation generally includes materials such as formations of unweathered rock that can be removed only after blasting.)

The Engineer will give written approval, for which portions of the Works, based on the evidence provided from trial holes excavated at approximately 200 m spacing by the Contractor for this purpose, will be executed utilising conventional Construction methods. The Trial hole shall be excavated to trench depth utilising a Cat 416 Backacter or similar.

PSDB 3.5 Backfill Materials

Add the following paragraphs:

"c) Cement stabilized backfilling

Backfilling shall be stabilized with 5% cement were directed by the Engineer. Aggregate shall consist of approved soil or gravel containing stones not bigger than 38 mm and with a plasticity index not exceeding 10.

The soil or gravel shall be mixed with 5% cement and shall be compacted in layers of 100 mm thick to 90% of modified AASHTO density.

d) Soilcrete backfilling

Aggregate for soilcrete shall be mixed with 5% cement and shall consist of approved soil or gravel containing stones not bigger than 38 mm and with a plasticity index not exceeding 10.

The soil or gravel shall be mixed in a concrete mixer with the cement and enough water to such a consistency that the mixture can be placed with vibrators to fill all voids between the pipe and the sides of the trench. Shuttering shall be used where necessary."

PSDB 3.6 Materials for Reinstatement of Roads and Paved Areas

PSDB 3.6.1 Subbase and Base

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Substitute DB 3.6.1 with the following:

Where trenches cross or run adjacent to surfaced roads and paved areas of which the surfaces are scheduled to be reinstated, the material excavated from the existing base and/or subbase pavement layer(s) shall be set aside and used in the reconstruction of the subbase layer. Where applicable, new material complying with the requirements of SABS 1200 MF shall be used in the reconstruction of the base layer. Any shortfall in material for the reconstruction of the subbase layer shall be made up by the use of material complying with the requirements of SABS 1200 ME.

PSDB 3.7 Selection

Replace the words "if he so wishes" in the first line of the second paragraph with the words "at his own cost".

PSDB 4 PLANT

PSDB 4.1 Excavation Equipment

Add the following paragraph:

"All excavations in excess of the specified depth and width, must be backfilled with approved backfilling material. No additional payment regarding this will be made, it will be assumed that payment is included in the tendered rates for the applicable items."

PSDB 4.3 Compaction Equipment

Add the following to DB 4.3:

Heavy mechanical rammers shall not be used until the fill has reached a depth of 300 mm above the top of the pipe.

PSDB 5 CONSTRUCTION

PSDB 5.1 Precautions

PSDB 5.1.3 Accommodation of traffic and access to properties

REPLACE THE SEMICOLON AND THE WORD "and" AT THE END OF SUBCLAUSE 5.1.3(a) WITH A FULL STOP AND REPLACE ITEM (b) WITH THE FOLLOWING:

"b) Where necessary to achieve compliance by the Contractor with his obligations in terms of subclause PS 8.1 of Portion 1 of the Project Specifications to provide and maintain pedestrian and vehicular access to properties affected by the works, the Contractor shall construct and maintain to the satisfaction of the Engineer, such temporary access roads around, and/or steel or timber bridges over excavations in roads, pavements, entrances or accesses to properties.

Temporary pedestrian access bridges shall be at least 1,2 m wide and temporary access bridges for vehicles shall be at least 3,6 m wide. All temporary access bridges shall be fitted with handrails as well as protective mesh fencing on both sides. On completion of the work, the Contractor shall dismantle and remove all such temporary constructions and reinstate these areas to their former condition.

Except only where the Engineer has included in the Schedule of Quantities, particular payment items specifically therefor, the Contractor will not be paid directly for the construction and maintenance of temporary access roads and/or the provision and

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



maintenance of bridges as aforementioned, and the costs thereof shall be deemed included in the Contractor's tendered rates for excavation."

PSDB 5.2 Minimum Base Widths

Replace paragraph (a) with the following:

"Where two or more pipes are placed in the same trench, the specified base width shall be as per the drawings."

Add the following to DB5.2:

- c) The minimum base width for HDPE water pipe used for erf connections may be 300mm provided that the pipe is laid without connections. On the stands the trench depth may be such that the pipe has a cover of at least 300mm to final ground level.

PSDB 5.4 Excavation

Add the following:

"All excavation for pipes must be done according to the trench excavation method, and not to the fill method. No additional payment extra over to that listed under item 8.3.3 will be made for pipes, culverts or any other structure that falls within the road or fill layers. Trenches shall be of such a depth that the minimum cover over the pipes shall be as indicated on the detail drawings."

PSDB 5.5 Trench Bottom

Add the following to DB 5.5:

Unsuitable material shall only be removed from the trench bottom after an instruction in writing from the Engineer to this effect. Payment for over excavation and backfill of over excavation will not be made unless the work is carried out according to written instructions from the Engineer.

All over excavation in the trench bottom shall be backfilled with selected material complying with the requirements of SABS 1200 LB Clause 3.2 and shall be compacted to 90% mod. AASHTO density.

PSDB 5.6 Backfilling

PSDB 5.6.3 Disposal of Soft Excavation Material

Add the following to DB 5.6.3:

All surplus and unsuitable material as described in DB 5.6.3 shall be disposed of at an allocated municipal dump site or other dump site as approved by the Engineer. The free haul distance is unlimited.

PSDB 5.6.6 Completion of Backfilling

Backfilling of all pipe services to the top of the selected blanket cover shall be done within three days after laying of pipes, except that pipe joints of pipes to be tested will be left open for a distance of 0,5 m both sides of the joint until the pressure test has passed after which the backfilling of pipe joints will be completed in accordance with requirements of this document.

PSDB 5.6.8 Transport for Earthworks for Trenches

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Delete the Sub-Clause and substitute:

"No overhaul shall be measured and rate must include for overhaul"

Add the following:

"PSDB 5.6.9 Backfilling around structures

Backfilling around a structure shall not be commenced before it has been approved by the Engineer.

Approved granular material shall be used as backfill material around structures as shown on the drawings and shall be placed in layers not exceeding 150 mm compacted thickness, each layer being thoroughly compacted as specified on the drawings."

PSDB 5.7 Compaction

PSDB 5.7.2 Areas Subject to Traffic Loads:

Add the following:

"All pipe trenches that fall within 1 000 mm of the road edges shall be regarded as areas subject to traffic loads."

PSDB 5.9 Reinstatement of Surfaces

PSDB 5.9.5 Bitumen Roads: Surfacing

PSDB 5.9.5.1 General

Add the following to DB 5.9.5.1:

Asphalt thickness to equal at least the existing bitumen wearing course.

PSDB 8 MEASUREMENT AND PAYMENT

PSDB 8.1 Basic Principles

Replace the rest of the clause from "along the route of the pipeline" in DB 8.1.1 with "at an allocated municipal dump site or other dump site approved by the Engineer with unlimited freehaul distance applicable.

PSDB 8.1.2 Add the following:

"In the road prism the ground surface from which depth will be measured will always (irrespective of operation sequenced) be the roadbed level at centre-line."

Insert the following heading for Clause 8.1.2:

"Trenches not required to be excavated by Labour Intensive Construction methods".

Add the following new sub-clause: (Clause 8.1.5)

"Works required to be executed utilising Labour-Intensive Construction methods

Separate items will be provided for works covered by this Specification which are required to be executed by Labour Intensive Construction methods and for works for which the utilisation of such methods is not required.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



The trench depth increments referred to in Clause 8.1.2(b) and the trench depth increment for 8.1.5 shall be:

- a) up to 1,5 m in depth
- b) over 1,5 m in depth but not exceeding 2,5m
- c) over 2,5 m in depth but not exceeding 3,5 m

Trenches shall be measured volumetrically, irrespective of length.

Measurement and payment for works covered by this Specification and required to be executed utilising Labour-Intensive Construction (LIC) methods shall, unless otherwise stated, be mutatis mutandis in accordance with the provisions of SABS 1200DB as amended in this Project Specification.

PSDB 8.2 Computation of Quantities

PSDB 8.2.4 Shoring

Add the following to DB 8.2.4:

Shoring will not be measured and paid for but is deemed to be included in the rates for excavation and backfill.

PSDB 8.3 Scheduled Items

PSDB 8.3.2 Excavation

Substitute:

- a) Excavate in all materials for trenches, backfill, compact and dispose of surplus material, for pipes up to 700 mm dia for total trench depth
Unit: m³

Add the following to D 8.3.2(a):

The removal and backfilling of the top layer of the trench with topsoil compacted as described in clause 5.7.1 shall be included in this item. The use of local labour will be as specified in PS 10.

Add the following:

- b) Extra-over item (a) above for:
 - 3) Excavation in soft material by labour-based methods for trenches shallower than 1,5 m and where the total depth of the trench can be classified as excavation in soft material. Compaction by labour-based methods is excluded. Unit: m³
- d) Hand Excavation to expose existing services in a careful manner
Unit: m³

The provisions of DB 8.3.2(a), and DB 8.3.2(c) shall apply mutatis mutandis for hand excavation.

Payment shall only be made if so ordered by the Engineer.

- e) Excavate in all materials for combined sewer and water pipe trenches, backfill, compact and dispose of surplus material Unit: m³

Contractor

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The Municipality may decide to lay both the new sewer and water pipes in one wide combined trench that may be excavated in one process. The two pipes will not necessarily be laid at the same depth with the result that one half of the trench width may have to be excavated deeper.

- f) Extra over item e) above for
 - 2) Hard Rock excavation Unit: m³
 - 3) Excavation in soft material by labour-based methods for trenches shallower than 1,5 m and where the total depth of the trench can be classified as excavation in soft material. Compaction by labour-based methods is excluded. Unit: m³

PSDB 8.3.3 Excavation Ancillaries

PSDB 8.3.3.1 Make up deficiency in backfill material (provisional) Unit: m³

Add the following to the last paragraph of DB 8.3.3.1:

No payment will be made for the transport of material from commercial sources or sources outside the site that the Contractor has selected.

PSDB 8.3.3.3 Compaction in road reserves Unit: m³

Add the following to DB 8.3.3.3:
 This item is applicable where the requirements of DB 5.7.2 are applicable. This item is only applicable to the backfill above the bedding and fill blanket.

PSDB 8.3.3.4 Overhaul

Substitute DB 8.3.3.4 with the following:

No overhaul will be paid for. The specified free haul distance is unlimited.

Replace item 8.3.5 with the following:

“PSDB 8.3.5 Existing Services That Intersect or Adjoin A Pipe Trench

PSDB 8.3.5.1 Services that intersect a trench

Add the word “fences” after “erf connections” in this paragraph

PSDB 8.3.5.2 Services that adjoin a trench

Replace the last phrase “measured for shoring” with the words “protected by shoring”. The rate for this item shall cover the cost of any necessary shoring.

PSDB 8.3.7 Accommodation of traffic

REPLACE THE HEADING AND CONTENTS OF ITEM 8.3.7 WITH THE FOLLOWING:

PSDB 8.3.7 "Accommodation of traffic.....Unit: sum

The tendered sum shall, (except where particular items are scheduled to cover particular costs) include full compensation for compliance with the requirements of 5.1.3 of SABS 1200 DB (as

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amended), including the construction and maintenance of bypasses and the use of existing roads as bypasses during the construction period.

It shall also include full compensation: for the provision, maintenance and removal of all traffic control measures, including temporary traffic signs, road markings, lighting, barricading, flagmen and, where necessary, communications equipment to regulate traffic; for the construction of temporary drainage works; for the maintenance of drainage works; and for arrangements for moving and subsequently reinstating services for the purposes of accommodating traffic, attending to traffic problems and complying with the requirements of the Road Traffic Ordinance and the relevant local authorities.

The tendered lump sum shall not be adjusted in the event of any extension of time for completion being granted by the Engineer in accordance with clause 42 of the Conditions of Contract.

Payment shall be made in equal monthly instalments over the entire period allowed for completion, provided that where any extension of time for completion is granted, the amount which shall be payable under this item in any subsequent monthly payment certificate shall be the outstanding unpaid amount of the lump sum, divided by the number of months remaining until the due completion date of the Contract, as revised in accordance with the Conditions of Contract."

ADD THE FOLLOWING ITEM:

"PSDB 8.3.8 Safety measures for open trenches at night.....Unit: sum

The tendered sum shall include full compensation to keep the excavations safe during the night. All the applicable requirements of the different Acts shall be adhered to."

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Employer

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Witness 1

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Witness 2



PSGA CONCRETE (SMALL WORKS) (1982)

PSGA 3 MATERIALS

PSGA 3.2 Cement

PSGA 3.2.1 Applicable Specifications

Add the following:

"Only the use of Portland Cement shall be allowed."

PSGA 5 CONSTRUCTION

PSGA 5.2 Formwork

PSGA 5.2.1 Classification of Finishes

Replace the contents of this subclause with the following:-

"All concrete finishes shall be classified as Smooth unless shown otherwise on the drawings. Imperfections such as small fins, bulges, irregularities, surface honeycombing and unacceptable surface discolorations shall be made good and repaired by approved methods. The finished dimensions shall be to Degree of Accuracy II as defined in Clause 6 of SABS 1200 G."

PSGA 5.4 Concrete

PSGA 5.4.1.6 Ready Mix Concrete

The production of concrete at a central production facility shall be permitted. In all cases a design mix shall be submitted for the Engineer's approval.

PSGA 7 TESTS

PSGA 7.2 Testing

PSGA 7.2.1 General

Replace the contents of this subclause with the following:-

"A test shall consist of 6 cubes taken on the site of the specific work. Of these, 3 shall be tested at 7 days and 3 at 28 days at an approved laboratory. Should these tests not meet the requirements of the specification the concrete shall be rejected unless the Contractor can prove, at his own cost, the acceptability thereof. Tests taken at a central production facility for ready mixed concrete as part of their quality control shall not be acceptable for evaluation."

PSL MEDIUM PRESSURE PIPELINES

PSL 3 MATERIAL

PSL 3.1 General

Substitute the first sentence of L 3.1 with the following:

Types and classes of pipes shall be as scheduled.

PSL 3.3 CI Pipes, Fittings and Specials

Contractor

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Witness 2



Add the following to L 3.3:

All cast iron fittings for use with uPVC pipes shall be coated with two coats of bitumen paint.

PSL 3.8 Jointing Materials

PSL 3.8.1 AC Pipes

Add the following to L 3.8.1:

Cast iron fittings, except valves, may be jointed to AC pipes with AC 3-ring sleeve-type couplings. If the pipe differs from the class of the cast iron fittings, class to class adapters shall be used and the cost shall be included in the cost of the fitting.

PSL 3.8.4 Loose Flanges

Substitute the first sentence of the last paragraph of L 3.8.4 with the following:

Bolts and nuts shall comply with the requirements of SABS 135.

PSL 3.9 Corrosion Protection

PSL 3.9.2.1 Steel pipes of nominal bore up to 150 mm

Add the following:

Steel pipes shall be galvanised.

PSL 3.9.5 Joints, Bolts, Nuts and Washers

Substitute L 3.9.5 with the following:

All joints, bolts, nuts and washers shall be cadmium-plated or stainless steel.

PSL 3.10 Valves

Add the following sub clauses:

PSL 3.10.1 Gate Valves

All gate valves shall comply with the requirements of SABS 664 and shall be suitable for a working pressure of 1,6 MPa. All gate valves must be supplied with a square spindle cap, suitable to be used with a valve key.

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

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

All flanged gate valves shall be drilled according to SABS 1123 Table 1600/3. Pipes shall not be tested against a closed valve.

All valves shall be corrosion protected before despatch from the manufacturer. All surfaces shall be sand blasted prior to receiving the coating. The coating for the inside surfaces shall be suitable for use with potable water supply.

Contractor

Witness 1

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PSL 3.10.3 Fire Hydrants

Fire hydrants shall be of the screw-down underground type and shall be suitable for a working pressure of 1,6 MPa. The outlet shall be 63 mm dia gun-metal with bayonet connection with cap top and chain. It shall open clockwise with a square spindle cap of the same size that is specified for the gate valves.

PSL 3.11.6 Surface Boxes

Add the following to L 3.11.6:

The type of boxes shall be as specified on the drawings.

PSL 4 PLANT

PSL 4.3 Testing

Add the following to L 4.3

The Contractor must ensure that the test equipment is in good order and that it is calibrated. The Contractor must make his own arrangements with regard to water for testing. All costs for obtaining water for testing and re-testing are deemed to be included in the rates.

PSL 5 CONSTRUCTION

PSL 5.6 Valve and Hydrant Chambers

PSL 5.6.1 General

Substitute the first sentence of L 5.6.1 with the following:

The drawings of valve and hydrant chambers which are supplied with the document shall supersede the corresponding drawings in the standard specification.

Add new clause:

PSL 5.11 Disruption in Water Supply

PSL 5.11.1 Planned Disruption

The contractor may not open or close any valves on existing water lines.

The contractor must give the Maintenance Division of the Municipality 36-hour notice if a disruption of water supply is needed.

The Contractor shall notify all affected households of a planned disruption of water supply at least 24 hours in advance. This notice shall be in English and delivered to each household.

PSL 5.11.2 Unplanned Disruption

In case of unplanned breakage of pipes (accidental), the Contractor may close valves to reduce water losses only with the permission of one of the above-mentioned officials. The time and date of this permission must be recorded in the site diary and site instruction book.

After the broken pipe is repaired, the Contractor shall report back to the official that gave permission for the valves to be closed. With his permission the valves may be reopened. The time and date of this permission must be recorded in the site diary and site instruction book.

Contractor

Witness 1

Witness 2

Employer

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Where the maintenance division undertook the maintenance work, the Contractor shall record the event as above. The Contractor may be held liable for the costs incurred by the maintenance division.

PSL 7 TESTING

PSL 7.3 Standard Hydraulic Pipe Test

PSL 7.3.1 Test Pressure and Time of Test

Add the following to L 7.3.1.1:

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

Substitute L 7.3.1.2 with the following:

The test pressure for field testing shall be 1,5 times the rated maximum working pressure of the pipe e.g. class 12 AC pipe (0,6 MPa rated working pressure) shall be tested to 0,9 MPa and class C AC pipe (0,9 MPa rated working pressure) to 1,35 MPa. and a class 9 PVC pipe (0,9 MPa rate working pressure) to 1,35 MPa.

Substitute L 7.3.1.3 with the following:

The test pressure applied according to L 7.3.1.2, must, with allowance for any level differences along the pipeline, be such that the pressure at any point in the pipe line will be at least 1,25 times and not more than 1,5 times the rated working pressure of the pipe.

PSL 8 MEASUREMENT AND PAYMENT

PSL 8.2 Scheduled Items

PSL 8.2.1 Supply, lay and bed pipes complete with couplings Unit: m

Add the following:

“No additional measurement and payment will be applicable for cutting of pipes and supplying and fixing of extra couplings”.

PSL 8.2.3 Extra-over 8.2.1 for the Supplying, Fixing and Bedding of Valves Unit: No

Add the following to L 8.2.3:

Valves are measured and paid for per item, complete with the inclusion of the cutting of pipes, couplings, extra excavation and all extra material and labour that is required, including tees, fittings, isolating valves (e.g. under air valves), complete as shown on the drawings. Flanged distance pieces shall be included in the rate for fire hydrants.

PSL 8.2.4 Extra-over 8.2.1 for the cutting of the pipe and the supplying and fixing of the extra coupling Unit: No

Delete item 8.2.4.

PSL 8.2.11 Anchor/Thrust Blocks and Pedestals Unit: m³

Substitute L 8.2.11 with the following:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Anchor and thrust blocks shall be measured per cubic metre concrete and the tendered rate shall include for all formwork and reinforcement (where specified) for the required dimensions. The tendered rates shall also include the wrapping of PVC pipes and fittings with Densopol 80 or a similar approved material where the pipes and fittings come into contact with concrete.

PSL 8.2.16 Work On Existing Water Lines

a) Cut into and Connect to Existing Mains Unit: No
State type and size of pipe

b) Connect to end of existing pipe by removing end cap or cutting off pipe Unit: No
State type and size of pipe

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

The tendered rate shall include full compensation for all arrangements with the relevant authorities, isolating the main, cutting into the main to accommodate the supplied connecting fitting, dewatering, excavating, removing of excess material, taking steps to prevent the ingress of soil, stones and other material into the main as well as all material and labour to connect the pipe. The indicated size and type of existing water mains may not be correct and shall be exposed and verified by the Contractor before any material is ordered.

PSLB **BEDDING (PIPES) (1983)**

PSLB 3 **MATERIALS**

PSLB 3.1 **Selected Granular Material**

Replace the contents of this subclause with the following:

"Selected granular material shall have a PI not exceeding 6 and shall be free from sharp-edged particles exceeding 19 mm."

PSLB 3.2 **Selected Fill Material**

Add the following:

"Where required, selected fill material used for bedding, is to be stabilized with 5% cement as specified under subclause PSDB 3.5(c)."

PSLB 3.3 **Bedding**

Add the following:

"uPVC and HDPE pipes are considered to be flexible pipes for the purpose of this subclause."

PSLB 3.4 **Selection**

PSLB 3.4.1 Suitable material available from trench excavation

Replace the words "(but is not required)" in the fifth line with the words "(at his own cost)".

Contractor

Witness 1

Witness 2

Employer

Witness 1

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Add the following to sub-clause LB 3.4.1:

Notwithstanding the requirements of Clause 3.7 of SABS 1200 DB and Subclause 3.4.1 of SABS 1200 LB with regard to the use of selective methods of excavating, the Contractor shall utilise selective excavating methods and provide and use equipment which shall prevent covering or mixing of materials suitable for bedding.

PSLB 5 CONSTRUCTION

PSLB5.1 General

PSLB 5.1.2 Details of bedding

Not withstand the prescriptions of this or other clauses, the cover over the pipe of bedding/selected fill blanket may be reduced to 150mm with the permission of the Engineer.

PSLB 5.1.3 Placing

Add the following new subclause:

PSLB 5.1.3.5 Selected fill

The selected fill blanket shall be completely placed and compacted within three (3) days after laying of the pipe, except for 0,5 m both sides of every pipe joint. The Engineer shall have the right to stop any further pipe laying until compliance with the above requirement is achieved and the Contractor shall not be allowed to claim any payment or extension of time for completion due to this requirement.

PSLB 8 MEASUREMENT AND PAYMENT

PSLB 8.1 Principles

PSLB 8.1.3 Volume of Bedding Materials

Add the following to paragraph (b):

"The depth of bedding as specified in PSLB 5.1.2. is applicable. The volume of bedding material displaced by the pipeline shall not be included in the calculation of the volume of bedding material."

PSLB 8.1.5 Disposal of Displaced Material

Add the following to LB 8.1.5:

Surplus displaced material shall be transported and disposed of at an allocated municipal dump site or other dump site approved by the Engineer with unlimited free haul applicable.

PSLB 8.1.6 Free haul

Add the following to LB 8.1.6:

Unlimited free haul is applicable to selected granular and selected fill material:

PSLB 8.2.6 Encasing of Pipes in Soilcrete

Add the following item:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Encase pipe in soilcrete consisting of 1 part cement and 12 parts selected granular material mixed with water to a stiff consistency and mechanically vibrated as concrete. The rate shall include the cost of formwork, material, transport plant and labour

PSLB 8.2 Scheduled Items

PSLB 8.2.1 Provision Of Bedding From Trench Excavation

REPLACE THE PARAGRAPH "THE RATE SHALL" WITH THE FOLLOWING

"The rates shall cover the cost of acquiring, from within the site boundaries, bedding that complies with the relevant requirements of the specification, of delivering it to points alongside the trench spaced to suit the Contractor's methods of working, and of disposing of displaced material outside the site boundaries."

PSLB 8.2.2 Supply only of bedding by importation

PSLB 8.2.2.3 Supply only of bedding by importation from commercial sources.....Unit: m³

Delete the paragraph "The rate shall" And substitute with the following:

"The rate shall cover the cost of acquiring from commercial sources bedding that complies with the relevant requirements of the specification, of delivering it to points alongside the trench spaced to suit the Contractor's methods of working, including all haul and disposing of displaced material outside the site boundaries."

ADD THE FOLLOWING ITEMS:

"PSLB 8.2.6 Extra over items 8.2.1 and 8.2.2 for bedding stabilised with 5% cementUnit : m³

The tendered rate shall include full compensation for selecting, mixing, backfilling and compacting the stabilised material to 90% of modified AASHTO density."

PSLB 8.2.7 Extra over items 8.2.1 and 8.2.2 for 5% soilcrete beddingUnit : m³

The tendered rate shall include full compensation for supply, delivery, mixing, placing, backfilling and compacting the soilcrete bedding".

PSPA SITE FINISHING

PSPA 1 GENERAL

No section of the work will be regarded as satisfactorily completed until the final cleaning up has been performed.

PSPA 2 SCOPE

All completed work shall be trimmed and all the debris of construction, such as unsuitable or rejected materials and spillage, shall be removed.

The site of the work shall be cleaned of all rubbish, excess materials, falseworks, temporary structural installations, and abandoned equipment.

All construction scars resulting from this contract shall be treated to blend with the contour and vegetation of the surroundings.

All trench subsidence shall be made good and surcharged backfill materials shall be removed unless otherwise directed.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



PSPA 3 ACCEPTANCE

Three weeks before the anticipated date of completion of any section to be handed over, the Contractor shall formally request a check list of defects from the Engineer.

Within one week the Engineer will detail in writing the particulars of the work to be done in finishing the work, and the general standard of aesthetics to be observed in trimming and cleaning.

Before offering the work for acceptance on a completion certificate the Contractor shall satisfy the Engineer's site representative that all the work scheduled on the checklist has been attended to.

PSPA 4 PAYMENT

Payment shall be the tendered lump sum and shall become due on the date of signature of the Certificate of Completion.

PSPB: ZONE METER INSTALLATIONS

PSPB 1 SCOPE

This particular specification covers the supply, manufacture, delivery, installation, calibration, testing and commissioning of meters and associated equipment for the measuring of flow in water.

PSPB 2 TURBINE FLOW METERS

The flow meter shall be Meinecke Cosmos WPD or an approved equivalent.

The instrument shall be of a type suitable for application in domestic water. It shall have high stability properties and shall require negligible maintenance over extended periods. The required flow rates will be as follows:

Meter size (mm)	Maximum Flow (m ³ /h)	Minimum Flow (m ³ /h)	Continuous Flow (m ³ /h)	Transitional Flow (m ³ /h)
50	90	0,3	50	0,7
100	300	0,8	230	1,8
150	600	1,8	450	4,0
200	1 200	4,0	800	6,0
250	1 600	6,0	1 250	11,0
300	2 000	12,0	1 400	15,0

The meter shall be an inferential meter operating on the horizontal axis rotor principle. A helical vane rotor shall be driven by the flow of water and revolve in direct proportion to the quantity of water passing through the meter. The revolutions of the rotor shall be transferred by appropriate reduction gearing and a magnetic drive to a straight reading sealed counter calibrated in cubic metres. The loss of head shall be minimal as the water passes through the meter without changing direction.

The meter shall be designed with the minimum of components. All materials in the meter shall be selected for their ability to withstand wear and corrosion to give long working life with the minimum maintenance.

The meter shall be designed for high and sustained flows associated with bulk metering and also have the ability to measure low flows accurately. The meter shall have an accuracy of

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



± 2 % or better over the range between the transitional flow and the continuous flow, and ± 5 % or better for flows less than the transitional flow.

The meter shall be suitable for fitting in horizontal, vertical or inclined pipelines without affecting its accuracy. The meter shall be able to withstand pressure surges associated with the pumps starting or stopping, without any effect to the accuracy of the meter.

An arrow cast on the body and cover shall indicate the direction of flow and the meter shall be fitted accordingly. Before the meter is installed, the pipe work shall be thoroughly flushed to remove any foreign matter, which will otherwise collect in the meter and choke or damage it.

The meter shall have ports for Reed Opto pulsers.

If instructed by the Engineer, strainers shall be provided to protect the flow meter from damage. Strainers shall have a stainless-steel sieve element which can be removed with ease for cleaning purposes.

PSPB 6 TESTING AND COMMISSIONING

The meters and equipment shall be tested and commissioned together with the relevant pipework and other equipment.

PSPB 7 MEASUREMENT AND PAYMENT

PSPB 7.1 Supply and delivery of flow meters:

- a) (State size and type) Unit: No
- b) Etc. for other Unit: No

The unit of measurement shall be the number of flow meters supplied and delivered as specified.

The tendered rate shall include full compensation for the corrosion protection, patent rights, royalties, transport and all other costs and actions required for the supply and delivery of flow meters as specified.

Different items will be specified in the schedule of quantities for flow meters which are to be installed on pipework of different diameters.

PSPB 7.2 Installation, testing and commissioning of flow meters as specified:

- a) (State size and type) Unit: No
- b) Etc. for other Unit: No

The unit of measurement shall be the number of flow meters installed, tested and commissioned as specified.

The tendered rates shall include full compensation for the site handling, positioning, installation, testing and commissioning of the flow meters as specified, including all other costs and actions required to obtain a fully functional system for flow measurement.

Different items will be scheduled in the schedule of quantities for flow meters which are to be installed on pipework of different diameters.

PSPB 7.3 Pressure ports Unit: No

The unit of measurement shall be the number of pressure ports installed as shown on the drawings. The tendered rate shall include full compensation for the supply and delivery of all the required materials, labour and plant required to construct and install the pressure ports to the detail as specified.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



PSPB 7.4 Supply and installation of strainer for protecting the flow meter

- a) (State diameter and type) Unit: No
- b) Etc for others..... Unit: No

The unit of measurement shall be the number of strainers as specified.

The tendered rate shall include full compensation for supply and installing each type of strainer.

PLIS: LABOUR INTENSIVE SPECIFICATION

PLIS 1 SCOPE

PLIS1.1 Scope of Specification

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

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

PLIS 1.2 Precedence

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

PLIS 1.3 Hand excavatable material

Hand excavatable material is material:

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Table 1 : Consistency of materials when profiled

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

PLIS 1.4 Trench excavation

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

PLIS 1.5 Compaction of backfilling to trenches (areas not subject to traffic)

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

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

PLIS 1.6 Excavation

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

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

PLIS 1.7 Clearing and grubbing.

Grass and small bushes shall be cleared by hand.

PLIS 1.8 Shaping

All shaping shall be undertaken by hand.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



PLIS 1.9 Loading

All loading shall be done by hand, regardless of the method of haulage.

PLIS 1.10 Haul

Excavation material shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150 m.

PLIS 1.11 Offloading

All material, however transported, is to be off-loaded by hand, unless tipper trucks are utilised for haulage.

PLIS 1.12 Spreading

All material shall be spread by hand.

PLIS 1.13 Compaction

Small areas may be compacted by hand provided that the specified compaction is achieved.

PLIS 1.14 Grassing

All grassing shall be undertaken by sprigging, sodding or seeding by hand.

PLIS 1.15 Stone pitching and rubble concrete masonry

All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, must be collected, loaded, off loaded and placed by hand.

Sand and stone shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150 m.

Grout shall be mixed and placed by hand.

PLIS 1.16 Manufactured Elements

Element manufactured or designed by the contractor, such as manhole rings and cover slabs, precast concrete planks and pipes, masonry units and edge beams shall not individually, have a mass of more than 320 kg. In addition, the items shall be large enough so that four workers can conveniently and simultaneously acquire a proper handhold on them.

END OF SECTION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



MOHOKARE LOCAL MUNICIPALITY

CONTRACT No SCM/MOH/14/2024

***RE-ADVERT: THE COMPLETION OF THE ROUXVILLE /
ROLELEATHUNYA WATER TREATMENT WORKS (WTW)***

PORTION 2: CONTRACT

**PART C3.5
Standard Specifications**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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RE-ADVERT: THE COMPLETION OF THE ROUXVILLE / ROLELEATHUNYA WATER TREATMENT WORKS (WTW)

STANDARD SPECIFICATIONS

APPLICABLE STANDARDIZED SPECIFICATIONS

For the purposes of this contract, the following SABS 1200 Standardized Specifications shall apply:

SANS 1200 A	1986	:	GENERAL
SANS 1200 AB	1986	:	ENGINEER'S OFFICE
SANS 1200 D	1990	:	EARTHWORKS
SANS 1200 DB	1989	:	EARTHWORKS (PIPE TRENCHES)
SANS 1200 DK	1996	:	GABIONS AND PITCHING
SANS 1200 G	1982	:	CONCRETE (STRUCTURAL)
SANS 1200 L	1983	:	MEDIUM PRESSURE PIPELINES
SANS 1200 LB	1983	:	BEDDING (PIPES)
SANS 1200 DM	1981	:	EARTHWORKS (ROADS)
SPEC QB		:	BUILDING MATERIALS AND WORKMANSHIP

END OF SECTION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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PART C4: SITE INFORMATION

CONTENTS

Section	Description	Page No
C4.1	SCOPE OF SITE INFORMATION	C4.1-1to1
C4.2	SUBSOIL INVESTIGATION	C4.2-1to1
C4.3	EXISTING SERVICES	C4.3-1to1
C4.4	EXISTING BUILDINGS & STRUCTURES	C4.4-1to1

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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RE-ADVERT: THE COMPLETION OF THE ROUXVILLE / ROLELEATHUNYA WATER TREATMENT WORKS (WTW)

PART C4.1: SCOPE OF SITE INFORMATION

The documentation included in this section describes the site as at the time of tender so as to have enabled tender pricing, determining work methods, programming and all other requirements for award of contract.

Only actual information about physical conditions on the site and its surroundings are included in this section.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



PART C4.2: SUBSOIL INVESTIGATION

No Subsoil investigation was done, the tenderer must familiarize themselves with the conditions on site.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



PART C4.3: EXISTING SERVICES

CONSTRUCTION RESTRAINTS

It is to be noted that there are existing services such as water and sewer, within the site boundaries and their positions and levels are to be confirmed on site. There will be possible clashes of storm water with some of these existing services. It remains the responsibility of the contractor to relocate the service if instructed to do so and to recommission the same.

The following existing services are present in these areas:

- Water network.
- Sewer network
- Telkom services.
- Electrical service with underground and overhead cables.

The known services are indicated on the drawings, but it remains the responsibility of the Contractor to detect and protect the existing services. The Contractor must liaise with all service owners before any excavation begins. The contractor's attention is drawn to the fact that cables running down a pole into the ground, consumer distribution units, miniature substations, substations, pillar boxes, indentations in roads, are all indications of the presence of existing services.

It is hence deemed that the contractor will obtain the necessary authorisation to open up existing services so as to ascertain the proximity thereof in relation to where construction is to take place and in respect of cover to protect such works. It must be noted that the Engineer will use the factual circumstances as indicated above to adjudicate if the contractor has observed the necessary precaution when damage to or interruption of an existing service occurs.

Working space is sometimes restricted. The construction method used in these restricted areas largely depends on the Contractors' Plant. However, the Contractor must note that measurement and payment will be according to the specified cross-sections and dimensions irrespective of the method used, and that the rates and prices tendered will be deemed to include full compensation for difficulties encountered while working in restricted areas. This will also apply to over-break during any excavation. Payment will always be based on specified cross sections and dimensions. No extra payment or any claim for payment due to these difficulties will be considered.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



PART C4.4: EXISTING BUILDINGS & STRUCTURES

Existing structures and buildings are as indicated on the layout drawings.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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***RE-ADVERT: THE COMPLETION OF THE ROUXVILLE /
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PART C5: ANNEXURES

The Tender Drawings are issued as a separate document.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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***RE-ADVERT: THE COMPLETION OF THE ROUXVILLE /
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PORTION C: CONTRACT

PART C5: ANNEXURES

PART C5.1: LOCALITY PLAN

Locality Plan are issued as separate drawing.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2