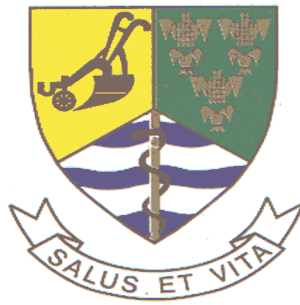


# BELA-BELA LOCAL MUNICIPALITY



## BID DOCUMENT

**BID NO: 9/3/1/432**

**UPGRADING OF PIENAARSRIVER SEWER PUMP STATION (WARD 8)**

**CLOSING DATE: 15 JULY 2026**

**CLOSING TIME: 12:00pm**

**A BID FOR CATEGORY 7CE or HIGHER CIDB REGISTERED CONTRACTORS**

TECHNICAL ENQUIRIES	BIDDING RELATED ENQUIRIES
<p><b>Manager: Engineering Planning</b> <b>Mr. M.M Mojela</b> BELA-BELA LOCAL MUNICIPALITY 58 Chris Hani Drive <b>BELA-BELA</b> 0480</p> <p>Tel: (014) 736 8000 Fax: (014) 736 3288 E-mail: <a href="mailto:MojelaM@belabela.gov.za">MojelaM@belabela.gov.za</a></p>	<p><b>Manager: Supply Chain Management</b> <b>Ms. K.J Makgobela</b> BELA-BELA LOCAL MUNICIPALITY 58 Chris Hani Drive <b>BELA-BELA</b> 0480</p> <p>Tel: (014) 736 8201 Fax: (014) 736 3288 E-mail: <a href="mailto:MakgobelaKJ@belabela.gov.za">MakgobelaKJ@belabela.gov.za</a></p>

**NAME OF BIDDER (BIDDING ENTITY) :** \_\_\_\_\_  
**TEL NUMBER :** \_\_\_\_\_  
**FAX NUMBER :** \_\_\_\_\_

**THE OFFERED TOTAL OF THE PRICES, INCLUDING VALUE ADDED TAX, IS:**

R..... (In figures)



## LIST OF PROJECT DOCUMENTS

The following documents are relevant to this Bid, and Bidders are advised to obtain their own copies thereof:

- 1) "General Conditions of Contract for Construction Works, Third Edition 2015 (GCC 2015) issued by the South African Institution of Civil Engineering (Short title "General Conditions of Contract 2015").
- 2) "Standardised Specifications for Civil Engineering Construction" SANS 1200
- 3) The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulation 20142014 (Government Gazette No 37305 of 07 February 2014, Notice No 10113, Vol 584).
- 4) In addition, Bidders are advised, in their own interest, to obtain their own copies of the following acts, regulations and standards referred to in this document as they are essential for the Bidder to get acquainted with the basics of construction management, the implementation of preferential construction procurement policies and participation of targeted enterprise and labour.
  - a) The Construction Industry Development Board Act No 38 of 2000 and the Regulations in terms of the CIDB Act 38/2000, Government Gazette No 42622 of 8 August 2019
  - b) SANS 1921:2004 Construction and Management
    - Part 1: General Engineering and Construction Works.
    - Part 2: Accommodation of Traffic on Public Roads occupied by the Contractor.
    - Part 5: Earthworks Activities which are to be performed by hand.
  - c) Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) and its Regulations as published in the Government Gazette No. 47452 of 04 November 2022

The Project Document, containing the Bid Notice, Conditions of Tender, Bid Data, Returnable Schedules, General and Particular Conditions of Contract, Project Specifications, Pricing Schedule, Form of Offer and Site Information, is issued by the Employer. The Employer's Form of Acceptance and any correspondence from the selected Bidder, Performance Security and all Addenda issued during the period of bid will also form part of this document once a successful bidder has been appointed.

1) and 2) are available from the following organisations (as applicable):

- **CESA, PO Box 68482, Bryanston, 2021. Tel: (011) 463 2022 Fax: (011) 463 7383, E-mail: [general@cesa.co.za](mailto:general@cesa.co.za)**
- **SAICE, Private Bag X200, Halfway House, 1685. Tel: 011 805 5947/8, E-mail: [civilinfo@saice.org.za](mailto:civilinfo@saice.org.za)**
- **SAFCEC**
- **South African Bureau of Standards**

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**SUMMARY FOR BID OPENING PURPOSES**

NAME OF BIDDING ENTITY:.....

PHYSICAL STREET ADDRESS:	POSTAL ADDRESS:

TELEPHONE NUMBER .....

FAX NUMBER : .....

E-MAIL ADDRESS : .....

CONTRACT PRICE : R .....

(Amount brought forward from the Form of Offer and Acceptance) \*

Signed by authorised representative of the Bidding Entity: .....

DATE: .....

- Should any discrepancy occur between this figure and that stated in the Form of Offer and Acceptance, the latter shall take precedence and apply.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## VERY IMPORTANT NOTICE ON DISQUALIFICATION

A Bid not complying with the peremptory requirements stated hereunder will be regarded as being a not **“Acceptable Bid”** and as such will be rejected.

**“Acceptable Bid”** means any bid which, in all respects, complies with the conditions of the Bid and specifications as set out in the bid document, including conditions as specified in the Preferential Procurement Policy Framework Act No. 5 of 2000, Preferential Procurement Regulations as published in the Government Gazette No. 47452 of 04 November 2022 and related legislations:

1. Attend the compulsory briefing session as scheduled and advertised. Bidders who do not attend the compulsory briefing session will not be evaluated on compliance and functionality.
2. Submit bid in the correct bid box.
3. Submit bid before closing date and time.
4. Fill in all the required information in all Forms/ Returnable Schedules (**See the “Returnable Document Checklist” section of this document**)
5. All bids must be submitted on the official forms provided by the municipality not to be re-typed or electronically filled.
6. Complete and sign all Forms/Schedules in ink. Do not use pencils or correction fluid to make corrections.
7. Make corrections, if necessary, only by placing a line across the words/numbers to be corrected and initial next to the amended text. Do not scratch out, write over rates, paint over rates or use correction fluid.
8. Do not remove pages from the bid document.
9. Ensure that witnesses sign where required.
10. Price the Bill of Quantities in full as required and not only provide lump sums.
11. Complete the Authority for Signatory form included in the tender document and attach a certified copy or original of the members/ director’s resolution/ power of attorney. In the case of the Joint venture, such documents must be attached for all parties.
12. Only the person authorised to do so may sign the bid offer.
13. Attach to the bid document a copy of a signed Joint Venture agreement (if applicable), with contents as guided in the **Construction Industry Development Board (CIDB) Best Practice Guideline #D2, Joint Venture Arrangements**.
14. Submit written proof of registration with the CIDB, in an appropriate Contractor grading designation of **7CE or Higher** (category), as required in the bid documentation. In the case of a joint venture bidders must submit a consolidated CIDB grading.
15. Submit Company registration documents. In the case of the Joint venture, such documents must be attached for all parties.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

16. Submit Certified Copies of Identity Documents for the Director(s) of the Company. In the case of the Joint venture, such documents must be attached for all parties.
17. Submit proof of the Tax Compliance Status (verification Pin) issued by the South African Revenue Services (SARS) or Proof that necessary arrangements have been made to meet outstanding tax obligations. In the case of the Joint venture, such documents must be attached for all parties.
18. The Form of offer (**Part C1.1**) must be completed and signed by the authorised signatory.
19. Submit a copy of a valid letter of good standing for Workmen's compensation with the Department of Labour in terms of Compensation for Occupational Injuries and Diseases Amendment Act, No.61 of 1997 (as amended). In the case of the Joint venture, such documents must be attached for all parties.
20. Submit copies of municipal rates and taxes Accounts of both the company and director(s) not older than three (3) months and not in arrears of more than 90 days from the date of tender closure.

A lease agreement may be submitted where applicable but must also be accompanied by a Municipal Rates and Taxes Account of the leased property where the Lessee is responsible for such an account. If the Lessee is not responsible for the Municipal Rates and Taxes account, then a statement of account must be submitted as evidence that the Lessee has met their obligations.

If Municipal Rates & Taxes Account submitted is not in the name of the Company and/or any of the Directors, a written affidavit stating how the Account relates to the said Company and/or Director must be submitted. Furthermore, if the bidder is operating where municipal rates are not applicable, a copy of proof of residence from the traditional authority must be submitted (not older than (3) months before the closing date). In the case of the Joint venture, such documents must be attached for all parties.

21. Submit proof of registration with the **Central Data Base** (CSD) of the National Treasury. In the case of the Joint venture, such documents must be attached for all parties.
22. Attach Audited Annual Financial Statement (AFS) of the company if the bidder is required by law to prepare the Annual Financial Statement (AFS) for the past three (3) financial years or since establishment if established during the past three (3) financial years). In the case of the Joint venture, such documents must be attached for all parties.
23. The bidder attempts to influence or has in fact influenced the evaluation of the bid and/or the awarding of the contract.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

24. The bidder during the last 5 years has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.
25. The bidder or any of his directors is listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
26. The bidder has abused the Bela-Bela LM's Supply Chain Management System.
27. The bidder and any of its directors are in arrears for more than ninety (90) days for any municipal rates and taxes owed to the Bela-Bela LM or any other Municipality.
28. Irrespective of the procurement process followed, no award may be given to a person-
  - a) who is in the service of the state, or
  - b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or
  - c) who is an advisor or consultant contracted with the municipality in respect of contract that would cause a conflict of interest.
29. The bidder may only submit a bid on the original documentation provided by the Bela-Bela LM or downloaded from the e-tender portal.
30. The Bidder cannot submit more than one bid for the same project.

**PLEASE NOTE:**

1. **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.**
2. **The lowest bid / proposal will not necessarily be accepted, and the Municipality reserves the right to accept where applicable a part or portion of any bid or where possible accepts bids or proposals from multiple bidders.**
3. **Municipal Supply Chain Management policy and Preferential Procurement Policy Framework Act No 5 of 2000 and its regulations will be applied.**
4. **In this document and other documents referred to but not attached, the following words are synonymous with each other:**
  - a) **Client, Employer, Bela-Bela Local Municipality**
  - b) **Bidder, Contractor, Service Provider**
  - c) **Bid and Tender and Variations Thereof**
  - d) **Joint Venture / Consortium**

**APPROVED BY:**

**Mr T.G RAMAGAGA**  
**Municipal Manager**  
**Bela-Bela Local Municipality**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**RETURNABLE DOCUMENT CHECKLIST**

Bidders to complete this checklist to ensure that all information in the Bid Document is completed, included and read by the Bidder.

<b>DESCRIPTION</b>	<b>OUTCOME IF NOT COMPLIED WITH</b>	<b>COMPLETED/ INCLUDED/ READ</b>
All pages requiring signatures signed by the Bidder (Authorized Person)	Non-responsive, bid eliminated	<input type="checkbox"/>
Correct bid offer amount on BOQ carried forward to Bid Summary and the Form of offer	Non-responsive, bid eliminated	<input type="checkbox"/>
Part 2: Data provided by the Contractor completed (Section C1.2 Contract Data)	Non-responsive, bid eliminated	<input type="checkbox"/>

**RETURNABLE SCHEDULES (T2.1)**

Record of Addenda to Bid Document – Form A	Non-responsive, bid eliminated	<input type="checkbox"/>
Schedule of Amendments, Qualifications and Alterations – Form B	Non-responsive, bid eliminated	<input type="checkbox"/>
Certificate of Authority for Signatory – Form C	Non-responsive, bid eliminated	<input type="checkbox"/>
Compulsory Declaration – Form D	Non-responsive, bid eliminated	<input type="checkbox"/>
Declaration of Good Standing Regarding Tax (MBD 2) – Form E	Non-responsive, bid eliminated	<input type="checkbox"/>
Declaration of Interest (MBD 4) – Form F	Non-responsive, bid eliminated	<input type="checkbox"/>
Municipal Declaration and returnable documents (MBD 5.1) – Form G	Non-responsive, bid eliminated	<input type="checkbox"/>
Audited Annual Financial Statements for the past three (3) years (MBD 5.2) – Form H	Non-responsive, bid eliminated	<input type="checkbox"/>
Municipal Utility account (MBD 5.3) – Form I	Non-responsive, bid eliminated	<input type="checkbox"/>
Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022 (MBD 6.1) – Form J	Non-responsive, bid eliminated	<input type="checkbox"/>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

DESCRIPTION	OUTCOME IF NOT COMPLIED WITH	COMPLETED/ INCLUDED/ READ
Declaration of Bidder's Past Supply Chain Management Practices (MBD 8) – Form K	Non-responsive, bid eliminated	<input type="checkbox"/>
Certificate of Independent Bid Determination (MBD 9) – Form L	Non-responsive, bid eliminated	<input type="checkbox"/>
Financial References – Form M	Non-responsive, bid eliminated Information or bank history not available, possible risk	<input type="checkbox"/>
Valid Letter of good standing for the Workmen's compensation with the Department of Labour – Form N	Non-responsive, bid eliminated	<input type="checkbox"/>
Proposed key Personnel – Form O	Non-responsive, bid eliminated No designated personnel, possible risk on experience to carry out the works.	<input type="checkbox"/>
Schedule of Works Previously Executed – Form P	Non-responsive, bid eliminated Regarded as Bidder with no experience	<input type="checkbox"/>
Schedule of Present Commitments – Form Q	Non-responsive, bid eliminated	<input type="checkbox"/>
Schedule of Plant and Equipment – Form R	Non-responsive, bid eliminated Regarded as Bidder with limited resources to carry out the works.	<input type="checkbox"/>
Functionality Criteria and Points claimed by Bidder – Form S	Non-responsive, bid eliminated Regarded as Bidder with limited resources and less experience to carry out the works.	<input type="checkbox"/>
Schedule of Labour Content – Form T	Non-responsive, bid eliminated	<input type="checkbox"/>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACT DATA (SECTION C1.1 AND C1.2)**

Form of offer not signed Non-responsive, bid eliminated

Contract Data (Part 2: Data provided by the Contractor) Non-responsive, bid eliminated

**PRICING DATA (SECTIONS C2.1 – C2.3)**

Schedule of Quantities (All items in black ink) Refer to pricing Instructions

Calculation of Bid Sum Refer to pricing Instructions

**REASON FOR NON-COMPLIANCE**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CONTACT DETAILS**

Office Phone No. \_\_\_\_\_

Office Fax No. \_\_\_\_\_

Cell Phone No. \_\_\_\_\_

--	--

**SIGNED ON BEHALF OF BIDDER**

**DATE**

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

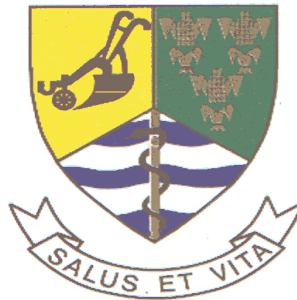
\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

# BELA-BELA LOCAL MUNICIPALITY



**BID NO: 9/3/1/432**

**UPGRADING OF PIENAARSRIVER SEWER PUMP STATION (WARD 8)**

**PORTION 1: THE TENDER**

**PART T1                    TENDERING PROCEDURES**

- T1.1    Tender notice and invitation to tender
- T1.2    Tender Data

**PART T2                    RETURNABLE DOCUMENTS**

- T2.1    List of returnable documents
- T2.2    Returnable documents

Contractor

Witness 1

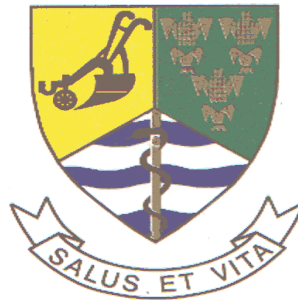
Witness 2

Employer

Witness 1

Witness 2

# BELA-BELA LOCAL MUNICIPALITY



**BID NO: 9/3/1/432**

**UPGRADING OF PIENAARSRIVER SEWER PUMP STATION (WARD 8)**

**PART T1: TENDERING PROCEDURES**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**Bela-Bela Local Municipality**  
 58 Chris Hani Drive, Bela-Bela  
 Private Bag X1609, Bela-Bela, 0480



## T1.1 TENDER NOTICE AND INVITATION TO BID

Suitably qualified Service Providers are hereby invited to submit bids for the following:

TENDER NUMBER	DESCRIPTION	EVALUATION CRITERIA	PRICE PER DOCUMENT (Non-Refundable)	CIDB GRADING	COMPULSORY BRIEFING SESSION	CONTACT PERSON	CLOSING DATE AND TIME
9/3/1/432	Upgrading of Pienaarsriver Sewer Pump Station (Ward 8)	<b>80/20</b> • Price • Specific Goals	<b>R 1 500.00</b> or downloadable for free from e-tender portal for free	<b>7CE or Higher</b>	<b>Date:</b> 19 June 2026 <b>Time:</b> 10:00am <b>Venue:</b> Old Clinic, Behind Municipal Offices, 59 Chris Hani Drive, Bela-Bela.	Mr. M.M Mojela Tel: 014 736 8000 e-mail: MojelaM@belabela.gov.za <b>and</b> Dr. Talent Diotrefe Banda Tel No: 015 291 1176 e-mail: admin@zce.co.za	15 July 2026 at 12:00pm
<b>Documents are available from:</b> Records Offices 1st floor Room F58 59 Chris Hani Drive Bela-Bela, 0480		<b>All Applications must be submitted at:</b> Bela-Bela Local Municipality In the Tender Box placed at the Records Office Room F58 Chris Hani Drive Bela-Bela, 0480					
<b>All Supply Chain Management (SCM) queries must be directed to:</b> Ms. K.J Makgobela Tel: (014) 736 8082 e-mail: MakgobelaKJ@belabela.gov.za							

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**Minimum Requirements:**

1. A copy of a Company Registration Certificate reflecting names and identity numbers of active shareholding must be attached (except for Sole Traders and Partnerships). In the case of the Joint venture, such documents must be attached for all parties.
2. Director's information and certified copies of Identity documents not older than 6 months. In the case of the Joint venture, such documents must be attached for all parties.
3. CSD report of the National Treasury. In case of Joint Venture, a Consolidated Central Supplier Database Registration (CSD) is required.
4. Valid SARS Tax Clearance Verification Code/Pin on SARS letterhead. In the case of the Joint venture, such documents must be attached for all parties.
5. Attach a certified copy or original members/directors' resolution in company's letter head. In the case of the Joint venture, such documents must be attached for all parties.
6. Copies of municipal rates and taxes accounts of both company and director(s) not older than 3 months and not in arrears for more than 90 days from the date of tender closure. A lease agreement may be submitted where applicable but must be accompanied by the municipal rates and taxes account of the leased property where the lessee is responsible for such account. If the lessee is not responsible for the municipal rates and taxes account, then a statement of account from the lessor must be submitted as evidence that the lessee has met their obligations. If municipal rates and taxes submitted is not in the name of the company and/or any of the directors, a written affidavit stating how the account relates to the said company and/or its directors must be submitted. Furthermore, if the bidder is operating where municipal rates are not applicable, a copy of proof of residence from the traditional authority must be submitted (not older than (3) months before the closing date). In the case of the Joint venture, such documents must be attached for all parties.
7. Attach a copy of a signed Joint Venture agreement (if applicable).
8. Attach Audited Annual Financial Statement (AFS) of the company if the bidder is required by law to prepare the Annual Financial Statement (AFS) for the past three (3) financial years or since establishment if establish during the past three (3) financial years. In the case of the Joint venture, such documents must be attached for all parties.
9. Submit a copy of a valid letter of good standing for Workmen's compensation with the Department of Labour in terms of Compensation for Occupational Injuries and Diseases Amendment Act, No.61 of 1997 (as amended). In the case of the Joint venture, such documents must be attached for all parties.
10. MBD forms (to be completed and signed on the tender document)
11. Form of offer and acceptance (to be completed and signed on the tender document)
12. Bids received will be evaluated in terms of the 80/20 preferential point system as prescribed in the amended Preferential Procurement Policy Framework Act (No 5 of 2000).

**13**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

<b>Category persons</b>	100% Youth owned – 5 points, Greater or equals to 51% Youth owned – 3 points, Greater than 0% and less than 51% Youth owned – 1 point, 0% Youth owned – 0 point Maximum points = 5 points
<b>Gender</b>	100% Women owned – 5 points, Greater or equals to 51% Women owned – 3 points, Greater than 0% and less than 51 % Women owned – 1 point, 0% Women owned – 0 point Maximum points = 5 points
<b>Race</b>	100% Black owned – 5 points, Greater or equals to 51% Black owned – 3 points, Greater than 0% and less than 51 % Black owned – 1 point, 0% Black owned – 0 point Maximum points = 5 points
<b>Disability</b>	100% people with disability owned – 5 points, Greater or equals to 51% people with disability owned – 3 points, Greater than 0% and less than 51% people with disability owned – 1 point, 0% people with disability owned – 0 point Maximum points = 5 points

13. Failure to comply with the above-mentioned conditions may invalidate your Bid.

**Please Note:**

1. 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.
2. No application(s) will be accepted from a person in the service of the state.
3. No telegraphic, telefax and late applications will be accepted.
4. The lowest bid / proposal will not necessarily be accepted, and the Municipality reserves the right to accept where applicable a part or portion of any bid or where possible accepts bids or proposals from multiple bidders.
5. The Municipal Supply Chain Management Policy and Preferential Procurement Policy Framework Act No 5 of 2000 and its regulations will be applied.

**Mr. TG RAMAGAGA  
MUNICIPAL MANAGER**

**Notice Number: 92/26**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

# MBD 1

## INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE BELA-BELA LOCAL MUNICIPALITY</b>					
BID NUMBER:	9/3/1/432	CLOSING DATE:	15 July 2026	CLOSING TIME:	12:00pm
DESCRIPTION	UPGRADING OF PIENAARSRIVER SEWER PUMP STATION (WARD 8)				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO CONCLUDE A WRITTEN CONTRACT WITH THE CLIENT.</b>					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS):					
<b>Bela-Bela Municipal Offices:</b> 59 Chris Hani Drive, Bela-Bela 0480  <b>Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.</b>  The bid box is generally open from 7:30 – 15:00pm, Monday - Fridays a week.					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES, ANSWER PART B:3]		
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R		
SIGNATURE OF BIDDER	.....	DATE			
CAPACITY UNDER WHICH THIS BID IS SIGNED					

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>
DEPARTMENT	<b>Supply Chain Management</b>	<b>Engineering Planning</b>
CONTACT PERSON	<b>Ms. K.J Makgobela</b>	<b>Mr. M.M Mojela</b>
TELEPHONE NUMBER	<b>(014) 736 8201</b>	<b>(014) 736 8000</b>
FACSIMILE NUMBER	<b>(014) 736 3288</b>	<b>N/A</b>
E-MAIL ADDRESS	<b>MakgobelaKJ@belabela.gov.za</b>	<b>MojelaM@belabela.gov.za</b>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## TERMS AND CONDITIONS FOR BIDDING

### 1. BID SUBMISSION:

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

### 2. TAX COMPLIANCE REQUIREMENTS

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

### 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SIGNATURE OF BIDDER: .....

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

DATE: .....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## T1.2 TENDER DATA

The Conditions of Tender applicable to this contract are the Standard Conditions of Tender as contained in Annexure C of the CIDB Standard for Uniformity in Construction Procurement (8 August 2019) as published in Government Gazette No. 42622, Board Notice 423 of 2019.

The Standard Conditions of Tender make several references to the Tender/ Bid Data for details that apply specifically to this Bid. The Tender Data shall have preference in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

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

CLAUSE	SUB-TITLE	ADDITION OR VARIATION TO STANDARD CONDITIONS OF TENDER
1.1	Actions	<p>The Employer is:  <b>Bela-Bela Local Municipality</b>            Private Bag x 1609            Bela-Bela            0480</p> <p>The term "bid" in the context of this standard is synonymous with the term "tender".</p>
1.1.1	Actions	<p>The Employer and each Bidder 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 Clauses 2 and 3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.</p>
1.2	Bid Document	<p>The Bid Document issued by the Employer comprises of one (01) volume.</p> <p>The volume consists of the following:</p> <p><b>THE TENDER</b></p> <p><b>Part T1: Tendering Procedures</b></p> <p>T1.1 Tender Notice and invitation to bid            T1.2 Tender Data</p> <p><b>Part T2: Returnable Documents</b></p> <p>T2.1 List of Returnable documents            T2.2 Returnable schedules forms</p> <p>C1.1 Form of Offer and Acceptance (Yellow)            C1.2 Contract Data (White)            C2.2 Bill of Quantities (Yellow)</p> <p><b>THE CONTRACT</b></p> <p><b>Part C1: Agreements and Contract Data</b></p> <p>C1.1 Form of Offer and Acceptance (Yellow)            C1.2 Contract Data (White)            C1.3 Performance Guarantee (White)</p> <p><b>Part C2: Pricing Data</b></p> <p>C2.1 Pricing Instructions (Yellow)            C2.2 Bill of Quantities (Yellow)</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CLAUSE	SUB-TITLE	ADDITION OR VARIATION TO STANDARD CONDITIONS OF TENDER
		<p><b>Part C3: Scope of Work</b> C3 Scope of Work</p> <p><b>Part C4: Site Information, specifications, and special conditions</b> C4.1 Site Information C4.2 Specification C4.3 Special Conditions</p>
1.3.2	Interpretation	The Standard Conditions of Tender, the Bid Data, List of Returnable Documents and Returnable Schedules which are required for the bid evaluation purposes, shall also form part of the Contract arising from the invitation to Tender.
1.3.4	Add the following new clause 1.3.4 on Interpretation.	The Bid Documents have been drafted in English. The Contract arising from the invitation of tender shall be interpreted and constructed in English.
1.4	Communication and Employer's Agent	<p>Communication and Employer's Agent (also known as the Engineer):</p> <p><b>ZAKUMI CONSULTING ENGINEERS (PTY) LTD</b> ZCE House 21 Compensatie Street, CBD POLOKWANE Limpopo Province 0699</p> <p>Tel No: 015 291 1176 Contact person: Dr. Talent Diotrefe Banda e-mail: admin@zce.co.za</p> <p>Each communication between the employer and a bidder shall be to or from the employer's agent only, and in a form that can be read, copied and recorded, and in the language stated in the tender data. The employer shall not take any responsibility for non-receipt of communications from or by a bidder. The name and contact details of the employer's agent are stated in the tender data.</p> <p>The language for communications is <b>English</b></p>
1.5.1	Cancellation and Re-invitation of Tenders	The employer may, prior to the award of the tender, cancel a tender if: (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or (b) funds are no longer available to cover the total envisaged expenditure; or (c) no acceptable tenders are received. (d) there is material irregularity in the tender process
1.5.4	Add the following new clause 1.5.4 on Cancellation.	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 formation of a contract. The employer shall not accept or incur any liability to a Bidder for such cancellation and rejection but shall give written reasons for such action upon written request to do so.
1.6.1	Procurement procedures: General	Unless otherwise stated in the tender data, a contract shall, subject to 3.13, be concluded with the Bidder who, in terms of 3.11, is the highest ranked or the Bidder scoring the highest number of tender evaluation points, as relevant,

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CLAUSE	SUB-TITLE	ADDITION OR VARIATION TO STANDARD CONDITIONS OF TENDER
		based on the tender submissions that are received at the closing time for tenders.
1.6.2	Procurement procedures: Competitive Negotiation Procedure	<p>Replace the contents of the clause with the following:</p> <p>The Municipal Manager may negotiate the final terms of a contract with an identified Bidder through a competitive bidding process as a preferred Bidder provided that such negotiation;</p> <ol style="list-style-type: none"> <li>Does not allow any preferred Bidder a second or unfair opportunity,</li> <li>It is not to the detriment of any other Bidder, and</li> <li>Does not lead to a higher price than the bid as submitted.</li> </ol> <p>Minutes of such negotiation will be kept for record purposes.</p>
2.1	Tenderer's obligations: Eligibility	<p>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.</p> <p>Only those Bidders who satisfy the following criteria are eligible to submit bids:</p> <ul style="list-style-type: none"> <li>Only Bidders who employ staff which satisfy EPWP requirements are eligible to submit bids. The Bidder must have a staff member who has completed the NQF level 5-unit standards "Manage Labour Intensive Construction"</li> <li>Only those Bidders who are registered with the National Treasury Central Service Provider Data Base (CSD), and</li> <li>Only those Bidders who are registered with the CIDB, in a Contractor Grading equal to <b>7CE</b> or <b>HIGHER</b> than a Contractor Grading designation determined in accordance with the sum offered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a <b>7CE</b> or <b>HIGHER</b> Class of construction work, are eligible to submit Bids.</li> </ul> <p>Joint Ventures are eligible to submit bids provided that:</p> <ul style="list-style-type: none"> <li>Every member of a Joint Venture is registered with the CIDB within 10 days from the closing date of Bids;</li> <li>The lead partner has a Contractor Grading Designation in the <b>7CE</b> or <b>HIGHER</b> class of construction work; and,</li> <li>The combined Contractor Grading Designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor designation determined in accordance with the sum offered for a <b>7CE</b> or <b>HIGHER</b> class of construction work, is eligible to submit Bids.</li> </ul>
2.2.1	Tenderer's obligations: 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.
2.2.3	Add the following to the clause 2.2.3 of the Tenderer's	A non-refundable Bid deposit of <b>R1 500.00</b> payable in cash or by bank guaranteed cheque made out in favour of the Bela-Bela Local Municipality, is required on collection of the Bid documents.

Contractor

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Employer

Witness 1

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CLAUSE	SUB-TITLE	ADDITION OR VARIATION TO STANDARD CONDITIONS OF TENDER
	obligations: Cost of tendering	Accept that the Employer will not compensate the Bidder for any costs incurred in attending interviews in the office of the employer or the Employer's agent (if required).
2.3	Check documents	Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
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.
2.5	Reference Documents	<p>The document "<b>General Conditions of Contract for Construction Works, Third Edition 2015 (GCC 2015)</b>" of the South African Institute of Civil Engineers.</p> <p>Bidders, Contractors and Sub-Contractors shall obtain their own copies of this document for Bidding purposes and for use for the duration of the Contract from:</p> <p>The Secretary <b>South African Institution of Civil Engineering</b> Private Bag X200 <b>Halfway House</b> 1685</p> <p>or</p> <p><b>SAICE House</b> Block 19 Thornhill Office Park Becker Street <b>Midrand</b> Tel. 011 805 5947</p> <p>and shall bear all expenses in this regard.</p>
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.
2.7	Site Visit and Clarification Meeting	<p>A compulsory site visit and clarification meeting will be held as follows:</p> <p><b>Location:</b> Old Clinic, Behind Municipal Offices, 59 Chris Hani Drive, Bela-Bela <b>Date:</b> 19 June 2026 <b>Starting time:</b> 10:00am</p> <p>Bidders must sign the attendance list in the name of the bidding entity.</p> <p>Addenda will be issued to and Bids will be received only from those Bidding entities appearing on the attendance list of the compulsory briefing session.</p>
2.8	Seeking Clarification	<p>Replace the contents of the clause with the following:</p> <p>Request clarification of the Bid Documents, if necessary, by notifying the Employer's Official or the Employer's Agent indicated in the Bid Notice and</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CLAUSE	SUB-TITLE	ADDITION OR VARIATION TO STANDARD CONDITIONS OF TENDER
		Invitation to Bid (Section T1.1) in writing at least five (5) working days before the closing time stated in clause 2.15.
2.11	Alterations to Document	Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the Employer or to correct errors made by the Bidder. To correct errors made, draw a line through the incorrect entry and write the alteration above in black ink and write the initials of the authorised signatories next to the alteration.  Do not make erasures using masking fluid.
2.12.1	Alternative Bid Offers	No alternative offers will be accepted
2.13	Submitting of Bid Offer	Add the following to the clause:  No claim will be entertained for faults in the Offer Price resulting from any discrepancies, omissions or indistinct figures.
2.13.1		Each Bidder is required to return the complete set of documents as listed in the Tender Data with all the required information supplied and completed in all respects.
2.13.3		Parts of each Bid Offer communicated on paper shall be submitted as an original plus <b>zero</b> copies.
2.13.4		Add the following to the clause:  "Only authorised signatories may sign the original and all copies of the Bid Offer where required in terms of 2.13.3.  In the case of a ONE-PERSON CONCERN submitting a Bid, this shall be clearly stated.  In case of a COMPANY submitting a Bid, include a copy of a resolution by its board of directors authorising a director or other official of the company to sign the documents on behalf of the company.  In the case of a CLOSED CORPORATION submitting a Bid, include a copy of a resolution by its members authorising a member or other official of the corporation to sign the documents on each member's behalf.  In the case of a PARTNERSHIP submitting a Bid, all the partners shall sign the documents, unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case proof of such authorisation shall be included in the Bid.  In the case of a JOINT VENTURE submitting a Bid, include a resolution of each company of the Joint Venture together with a resolution by its members authorising a member of the Joint Venture to sign the documents on behalf of the Joint Venture."  Accept that failure to submit proof of authorisation to sign the Bid shall result in a Bid offer being regarded as non-responsive.

Contractor

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Employer

Witness 1

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CLAUSE	SUB-TITLE	ADDITION OR VARIATION TO STANDARD CONDITIONS OF TENDER
2.13.5	Delivery of Bid	<p>Replace the contents of the clause with the following:</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><b>Location of tender box:</b> Records Office F58  <b>Physical address:</b> Bela-Bela Local Municipality, 59 Chris Hani Drive, Bela-Bela, 0480  <b>Postal address:</b> Private Bag X1609, Bela-Bela, 0480  <b>Identification details:</b> "Upgrading of Pienaarsriver Sewer Pump Station (Ward 8)"</p>
2.13.6	Two-envelope procedure	A two-envelope procedure will not be followed.
2.13.9		<p>Telephonic, telegraphic, telex, facsimile, electronic or e-mailed Bids will not be accepted.</p> <p>Accept that a tender submitted to the Employer cannot be withdrawn or substituted. No substitute tenders will be considered.</p> <p>All tenders received by the Bela-Bela Local Municipality will remain in the Municipality's possession until after the stipulated closing date and time.</p>
2.14	Information and Data to be completed in all respects	<p>Add the following to the clause:</p> <p>"Accept that the Employer shall in the evaluation of Bid Offers take due account of the Bidder'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 T2.2 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 4(4) of the Construction Regulations 2003, to only appoint a Contractor whom he is satisfied has the necessary competencies and resources to carry out the work safely. Accept that submitting inferior and inadequate information relating to Health &amp; Safety (as required in clause 2.23) shall be regarded as justifiable and compelling reasons not to award a Contract to a Bidder."</p>
2.15.1	Closing time	<p>The closing time and location for the submission of Bid Offers are:</p> <p><b>Closing date:</b> 15 July 2026  <b>Closing Time:</b> 12:00pm  <b>Location:</b> In the Tender Box placed at the Records office Room F58  59 Chris Hani Drive  Bela-Bela  0480</p>
2.16.1	Tender offer validity	The bid offer validity period is <b>90 days</b> .

Contractor

Witness 1

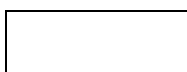
Witness 2

Employer

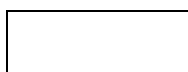
Witness 1

Witness 2

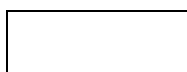
CLAUSE	SUB-TITLE	ADDITION OR VARIATION TO STANDARD CONDITIONS OF TENDER
		<p>Add the following to the clause:</p> <p>If the Bid validity expires on a Saturday, Sunday or public holiday, the Bid shall remain valid and open for acceptance until the closure of business on the following working day.</p>
2.17	Clarification of Bid offer after Submission	<p>Replace the contents of the clause with the following clause:</p> <p>“Provide clarification of a Bid offer in response to a request to do so from the Employer during the evaluation of Bid offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors resulting from the product of the unit rate and the quantity by the adjustment of certain line-item totals. No change in the unit rate or prices or substance of the Bid Offer is sought, offered, or permitted. The total of the prices shall be adjusted to reflect the arithmetically correct summation of corrected line-item totals and shall be binding upon the Bidder. Therefore, no change in the competitive position of tenderers or substance of the tender offer is sought, offered or permitted”</p>
2.18	Provide other material	The Bidder shall, when requested by the Employer to do so, submit the names of all Management and Supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
2.19	Inspections, tests, and analysis	The Bidder must provide access during working hours to his premises for inspections on request.
2.22	Return of Bid Documents	Where a Bidder who received a Bid, Document does not submit a Bid, the Bid Documents issued to him must be returned to the Employer within 14 days after the closing date for submission of Bids.
2.23	Certificates	<p>The following certificates / information/ documents must be provided with the Bid Offer (any Bid not complying with the below stipulations, listed a. to n. will be regarded as non-responsive and will therefore not be considered for further evaluation):</p> <ol style="list-style-type: none"> <li>a. A copy of a Company Registration Certificate reflecting names and identity numbers of active shareholding must be attached (except for Sole Traders and Partnerships). In the case of the Joint venture, such documents must be attached for all parties.</li> <li>b. Director’s information and certified copies of Identity documents not older than 6 months. In the case of the Joint venture, such documents must be attached for all parties.</li> <li>c. CSD report of the National Treasury. In case of Joint Venture, a Consolidated Central Supplier Database Registration (CSD) is required.</li> <li>d. Valid SARS Tax Clearance Verification Code/Pin on SARS letterhead. In the case of the Joint venture, such documents must be attached for all parties.</li> <li>e. Attach a certified copy or original members/directors’ resolution in company’s letter head. In the case of the Joint venture, such documents must be attached for all parties.</li> <li>f. Copies of municipal rates and taxes accounts of both company and director(s) not older than 3 months and not in arrears for more than 90 days from the date of tender closure. A lease agreement may be</li> </ol>



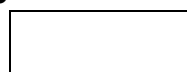
Contractor



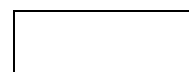
Witness 1



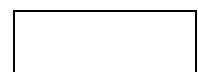
Witness 2



Employer



Witness 1



Witness 2

CLAUSE	SUB-TITLE	ADDITION OR VARIATION TO STANDARD CONDITIONS OF TENDER
		<p>submitted where applicable but must be accompanied by the municipal rates and taxes account of the leased property where the lessee is responsible for such account. If the lessee is not responsible for the municipal rates and taxes account, then a statement of account from the lessor must be submitted as evidence that the lessee has met their obligations. If municipal rates and taxes submitted is not in the name of the company and/or any of the directors, a written affidavit stating how the account relates to the said company and/or its directors must be submitted. Furthermore, if the bidder is operating where municipal rates are not applicable, a copy of proof of residence from the traditional authority must be submitted (not older than (3) months before the closing date). In the case of the Joint venture, such documents must be attached for all parties.</p> <p>g. Attach a copy of a signed Joint Venture agreement (if applicable).</p> <p>h. Attach Audited Annual Financial Statement (AFS) of the company if the bidder is required by law to prepare the Annual Financial Statement (AFS) for past three (3) financial years or since establishment if establish during the past three (3) financial years, In the case of the Joint venture, such documents must be attached for all parties.</p> <p>i. Certificate of Contractor Registration with CIDB Grading of <b>7CE</b> or <b>HIGHER</b> issued by the Construction Industry Development Board. Certificates of Registration in respect of each partner, where a bidder satisfied the CIDB Contractor grading designation requirements through the formation of a joint venture.</p> <p>j. Submit a copy of a valid letter of good standing for Workmen's compensation with the Department of Labour in terms of Compensation for Occupational Injuries and Diseases Amendment Act, No.61 of 1997 (as amended). In the case of the Joint venture, such documents must be attached for all parties.</p> <p>k. Copy of certified Identity Documents</p> <p>l. Copy of Deed of Trust (if a trust is involved)</p> <p>m. Proof of Bank Account</p> <p><b>Note:</b> Failure to provide these documents will result in the tender not being evaluated further in terms of <b>Method 2 (Functionality, Price and Specific goals)</b></p>
2.24 (Add the following new Clause)	Canvassing and obtaining of additional information by Bidder's	<p>Accept that no Bidder shall make any attempt either directly or indirectly to canvass any of the Employers officials or the Employer's agent in respect of his Bid, after the opening of the Bids but prior to the Employer arriving at a decision thereon.</p> <p>No Bidder shall make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of Bids."</p>
2.25 (Add the following new Clause)	Awards to close family members of persons in the service of the state	<p>Accept that the notes to the Employer's annual financial statements must disclose particulars of any award of more than R2 000.00 to a person who is a spouse, child or parent of a person in the service of the state (defined in clause 2.25), or has been in the service of the state in the previous twelve months, including –</p> <p>a) the name of that person.</p> <p>b) the capacity in which that person is in the service of the state; and</p>

Contractor

Witness 1

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Witness 1

Witness 2

CLAUSE	SUB-TITLE	ADDITION OR VARIATION TO STANDARD CONDITIONS OF TENDER																				
		<p>c) the amount of the award.</p> <p>In order to give effect to the above, the questionnaire for the declaration of interests in the bid of persons in service of state must be completed.</p>																				
2.26 (Add the following new Clause)	Tax compliance pin	<p>Submission of a Tax Compliance Verification Pin on a SARS letterhead is compulsory.”</p> <p>“Bidders should note, that in accordance with legislation, no contract may be awarded to a / a person / entity who has failed to submit a Tax Compliance Verification Pin on a SARS letterhead from the South African revenue Service (SARS)</p>																				
2.27 (Add the following new Clause)	Tender Disputes	Disputes on the tendering procedure will be settled by means of mutual consultation, mediation (with or without legal representation), or when unsuccessful in procedures as per the applicable laws in the Court of Law of the Republic of South Africa.																				
2.28 (Add the following new Clause)	Eligibility	<p>Only those tenderers who can demonstrate that they will have in their employ, management and supervisory staff satisfying the requirements of the scope of work for labour-intensive competencies for supervisory and management staff during the validity of the contract are eligible to submit tenders.</p> <p><b>Tender Qualification: Labour Intensive Contracts</b></p> <p>To qualify for award of the Contract, tenderers shall meet the following minimum qualifying criteria:</p> <p>a) Having participated in and graduated with fully satisfactory results from the relevant national qualification framework training organized under EPWP (or other similar project) and applying trained supervisory staff on a full-time basis for the execution of the works. LIC NQF Level 5.</p> <p>b) Proposals for timely acquisition (own, lease, hire, etc.) of the essential minimum equipment.</p> <p>c) The contractor will carry out the works using labour based work methods as described in Section 3 of the Scope of Work.</p> <p>The tenderer must submit to the Employer, names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirement. The contractor shall ensure that the minimum supervisor to worker ratio of <b>1:10</b> for effective supervision of Labour-intensive works for all LI activities</p>																				
2.29 (Add the following new Clause)	Schedule of Labour Content	<p>The minimum Labour Content for this Project shall be <b>11%</b> calculated as the amount spend on labour wage divided by the total value of the project. The minimum job creation targets on the project shall be:</p> <table border="1"> <thead> <tr> <th>DESCRIPTION</th> <th>TOTAL</th> <th>WOMEN</th> <th>YOUTH</th> <th>Disabled</th> </tr> </thead> <tbody> <tr> <td>Work Opportunities</td> <td>69</td> <td>36</td> <td>32</td> <td>1</td> </tr> <tr> <td>Person Days</td> <td>15,180</td> <td>7,920</td> <td>7,040</td> <td>220</td> </tr> <tr> <td>Training Days</td> <td>TBC</td> <td>TBC</td> <td>TBC</td> <td>TBC</td> </tr> </tbody> </table>	DESCRIPTION	TOTAL	WOMEN	YOUTH	Disabled	Work Opportunities	69	36	32	1	Person Days	15,180	7,920	7,040	220	Training Days	TBC	TBC	TBC	TBC
DESCRIPTION	TOTAL	WOMEN	YOUTH	Disabled																		
Work Opportunities	69	36	32	1																		
Person Days	15,180	7,920	7,040	220																		
Training Days	TBC	TBC	TBC	TBC																		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CLAUSE	SUB-TITLE	ADDITION OR VARIATION TO STANDARD CONDITIONS OF TENDER
2.30 (Add the following new Clause)	Additional Conditions of Bid	<p>The additional Conditions of Bid are:</p> <ol style="list-style-type: none"> <li>1. Bela-Bela Local Municipality may also request the Bidder to provide written evidence that his financial, labour and resources are adequate for carrying out project.</li> <li>2. The Bela-Bela Local Municipality reserves the right to appoint a firm of chartered accountants and auditors and / or execute any other financial investigations on the financial resources of any Bidder. The Bidder shall provide all reasonable assistance in such investigations.</li> <li>3. The Bela-Bela Local Municipality reserves the right to appoint a different Service Provider for each project. The Bidder shall be required to complete the Form of Offer and the Bill of Quantities for each project.</li> <li>4. The bid document shall be submitted and shall not be taken apart.</li> <li>5. List of Returnable Documents (PART T2) must be completed in full. A bidder's company profile will not be used by the Bela-Bela Local Municipality to complete PART T2 on behalf of the Bidder.</li> </ol> <p><b>PLEASE NOTE:</b> If PART T2 is not completed in full by the Bidder, this offer will be rejected.</p>
3.1	Respond to clarification	<p>Replace the contents of the clause with the following:</p> <p>Respond to a request for clarification received via email as per the details on the invitation to bid, up to three (3) working before closing of the bid.</p>
3.4	Opening of Bid submissions	Bids will be opened immediately after the closing time for bid.
3.5	Two-envelope system	The two-envelope system shall not apply.
3.8.1	Test for responsiveness	<p>Determine, after opening and before detailed evaluation, whether each tender offer properly received:</p> <ol style="list-style-type: none"> <li>a) complies with the requirements of these Conditions of Tender,</li> <li>b) has been properly and fully completed and signed, and</li> <li>c) is responsive to the other requirements of the tender documents.</li> </ol>
3.8.2	Responsive Tender	<p>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:</p> <ol style="list-style-type: none"> <li>a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,</li> <li>b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or</li> <li>c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.</li> </ol> <p>Reject a non-responsive tender offer and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CLAUSE	SUB-TITLE	ADDITION OR VARIATION TO STANDARD CONDITIONS OF TENDER															
3.9	Arithmetical Errors	<p>Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with 3.11 for:</p> <p>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:</p> <p style="padding-left: 40px;">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.</p> <p>The Employer must correct the arithmetical errors in the following manner:</p> <p>a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.                      b) 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.                      c) 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 of the prices.</p> <p>Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.</p>															
3.11	Evaluation of Bids	The procedure for the evaluation of responsive Bids is <b>Method 2 (Functionality, Price and Specific goals)</b> .															
3.11.1	General	<p>Evaluation of Bid Offers</p> <p><b>Scoring Functionality</b></p> <p>Functionality of responsive bids submitted will be evaluated according to the predetermined criteria described below, considering, among other factors, the quality, reliability and the technical capacity and ability of a Bidder.</p> <p>A Bid will not be evaluated further if it fails to meet the minimum threshold of <b>total 70 points</b> out of <b>maximum 100 points</b> for functionality as prescribed in the following tables:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">CATEGORY</th> <th style="width: 65%;">FUNCTIONAL CRITERIA</th> <th style="width: 20%;">POINTS ALLOCATION</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">(i)</td> <td>Experience of the bidder</td> <td style="text-align: center;">50</td> </tr> <tr> <td style="text-align: center;">(ii)</td> <td>Key personnel qualifications and experience</td> <td style="text-align: center;">40</td> </tr> <tr> <td style="text-align: center;">(iii)</td> <td>List of Plant</td> <td style="text-align: center;">10</td> </tr> <tr> <td colspan="2"><b>TOTAL</b></td> <td style="text-align: center;"><b>100</b></td> </tr> </tbody> </table>	CATEGORY	FUNCTIONAL CRITERIA	POINTS ALLOCATION	(i)	Experience of the bidder	50	(ii)	Key personnel qualifications and experience	40	(iii)	List of Plant	10	<b>TOTAL</b>		<b>100</b>
CATEGORY	FUNCTIONAL CRITERIA	POINTS ALLOCATION															
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(ii)	Key personnel qualifications and experience	40															
(iii)	List of Plant	10															
<b>TOTAL</b>		<b>100</b>															

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CLAUSE	SUB-TITLE	ADDITION OR VARIATION TO STANDARD CONDITIONS OF TENDER																																	
		<p><b>(i) EXPERIENCE OF THE BIDDER (50 POINTS)</b></p> <p>The Bidder must submit proof of successfully completed similar projects, i.e. construction works. <b>(Copies of Appointment Letters and Completion Certificates must be attached).</b></p> <table border="1"> <thead> <tr> <th>TARGETED GOALS</th> <th>POINTS ALLOCATION</th> </tr> </thead> <tbody> <tr> <td>Bidder has submitted no information or inadequate information to determine scoring levels</td> <td>0</td> </tr> <tr> <td>Bidder has successfully completed at least 1 in Construction of sewer/water pumpstation</td> <td>10</td> </tr> <tr> <td>Bidder has successfully completed at least 2 in Construction of sewer/water pumpstation</td> <td>20</td> </tr> <tr> <td>Bidder has successfully completed at least 3 in Construction of sewer/water pumpstation</td> <td>30</td> </tr> <tr> <td>Bidder has successfully completed at least 4 in Construction of sewer/water pumpstation</td> <td>40</td> </tr> <tr> <td>Bidder has successfully completed at least 5 in Construction of sewer/water pumpstation</td> <td>50</td> </tr> </tbody> </table> <p><b>(ii) KEY PERSONNEL QUALIFICATIONS AND EXPERIENCE (40 POINTS)</b></p> <p>The Bidder must submit the Proposed Team Structure, identifying Site Agent, Site Foreman and Safety Officer as key personnel. <b>(Copies of CVs and Certified Copies of Qualifications Certificates must be attached).</b></p> <table border="1"> <thead> <tr> <th>KEY-PERSONNEL</th> <th>TARGETED GOALS</th> <th>POINTS ALLOCATION</th> <th>TOTAL POINTS</th> </tr> </thead> <tbody> <tr> <td rowspan="6"><b>Contracts Manager</b></td> <td>No information or inadequate information submitted to determine scoring level</td> <td>0</td> <td rowspan="3"><b>5</b></td> </tr> <tr> <td>Contracts Manager with NQF Level 6 qualification in the Built Environment</td> <td>2</td> </tr> <tr> <td>NQF Level 5 certificate in "Manage Labour Intensive Construction" or similar</td> <td>1</td> </tr> <tr> <td>Contracts Manager with 1 – 5 years of relevant construction experience</td> <td>2</td> <td rowspan="3"><b>10</b></td> </tr> <tr> <td>Contracts Manager with NQF Level 6 qualification in the Built Environment</td> <td>2</td> </tr> <tr> <td>NQF Level 5 certificate in "Manage Labour Intensive Construction" or similar</td> <td>1</td> </tr> </tbody> </table>	TARGETED GOALS	POINTS ALLOCATION	Bidder has submitted no information or inadequate information to determine scoring levels	0	Bidder has successfully completed at least 1 in Construction of sewer/water pumpstation	10	Bidder has successfully completed at least 2 in Construction of sewer/water pumpstation	20	Bidder has successfully completed at least 3 in Construction of sewer/water pumpstation	30	Bidder has successfully completed at least 4 in Construction of sewer/water pumpstation	40	Bidder has successfully completed at least 5 in Construction of sewer/water pumpstation	50	KEY-PERSONNEL	TARGETED GOALS	POINTS ALLOCATION	TOTAL POINTS	<b>Contracts Manager</b>	No information or inadequate information submitted to determine scoring level	0	<b>5</b>	Contracts Manager with NQF Level 6 qualification in the Built Environment	2	NQF Level 5 certificate in "Manage Labour Intensive Construction" or similar	1	Contracts Manager with 1 – 5 years of relevant construction experience	2	<b>10</b>	Contracts Manager with NQF Level 6 qualification in the Built Environment	2	NQF Level 5 certificate in "Manage Labour Intensive Construction" or similar	1
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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CLAUSE	SUB-TITLE	ADDITION OR VARIATION TO STANDARD CONDITIONS OF TENDER			
			Contracts Manager with more than 5 years of relevant construction experience	7	
		<b>Site Agent</b>	No information or inadequate information submitted to determine scoring level	0	<b>0</b>
			Site Agent with NQF Level 6 qualification in the Built Environment	2	<b>5</b>
			NQF Level 5 certificate in "Manage Labour Intensive Construction" or similar	1	
			Site Agent with 1 – 4 years of relevant construction experience	2	
			Site Agent with NQF Level 6 qualification in the Built Environment	2	<b>10</b>
			NQF Level 5 certificate in "Manage Labour Intensive Construction" or similar	1	
			Site Agent with more than 4 years of relevant construction experience	7	
			<b>Site Foreman</b>	No information or inadequate information submitted to determine scoring level	0
		Site Foreman with NQF Level 4 qualification		2	<b>5</b>
		NQF Level 4 certificate in "Apply Labour Intensive Construction" or similar		1	
		Site Foreman with 1 – 3 years of relevant construction experience		2	
		Site Foreman with NQF Level 4 qualification		2	<b>10</b>
		NQF Level 4 certificate in "Apply Labour Intensive Construction" or similar		1	
		Site Foreman with more than 3 years of relevant construction experience		7	
		<b>Safety officer</b>	No information or inadequate information submitted to determine scoring level	0	
			Safety officer with NQF Level 6 qualification in Health and Safety	2	<b>5</b>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CLAUSE	SUB-TITLE	ADDITION OR VARIATION TO STANDARD CONDITIONS OF TENDER																
			<table border="1"> <tr> <td>Safety officer with 1 – 3 years of relevant construction experience</td> <td>3</td> <td></td> </tr> <tr> <td>Safety officer with NQF Level 6 qualification in Health and Safety</td> <td>2</td> <td rowspan="2" style="text-align: center; vertical-align: middle;"><b>10</b></td> </tr> <tr> <td>Safety officer with more than 3 years of relevant construction experience</td> <td>8</td> </tr> </table>	Safety officer with 1 – 3 years of relevant construction experience	3		Safety officer with NQF Level 6 qualification in Health and Safety	2	<b>10</b>	Safety officer with more than 3 years of relevant construction experience	8							
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		<p><b>(iii) LIST OF PLANT (10)</b></p> <p>Bidders are expected to have the following minimum plant:                      Excavator, Grader, TLB, Tipper Truck and Bakkie (<b>Registration documents of plant owned or letter of intent to rent the relevant plant with registration documents must be attached</b>)</p> <table border="1" style="width: 100%;"> <thead> <tr> <th style="background-color: #cccccc;">TARGETED GOALS</th> <th style="background-color: #cccccc;">POINTS ALLOCATIONS</th> </tr> </thead> <tbody> <tr> <td>No relevant documents attached</td> <td style="text-align: center;">0</td> </tr> <tr> <td>Excavator</td> <td style="text-align: center;">2</td> </tr> <tr> <td>Grader</td> <td style="text-align: center;">2</td> </tr> <tr> <td>TLB</td> <td style="text-align: center;">2</td> </tr> <tr> <td>2x Tipper Trucks</td> <td style="text-align: center;">2</td> </tr> <tr> <td>2x Bakkie</td> <td style="text-align: center;">2</td> </tr> </tbody> </table> <p>All responsive bids that qualify by meeting the minimum thresholds for functionality will then be evaluated on price and specific goals in accordance with the Preferential Procurement Regulations 2022 (Government Gazette No. 47452 dated 04 November 2022). The points scored for functionality are not carried over or considered in the calculation of the Financial and Preference evaluation.</p> <p><b>For bids with a Rand Value equal to or below R50 million (80/20)</b></p> <p>(1) The following formula will be used to calculate the points out of 80 for price in respect of an invitation with a Rand value equal to or below R50 million, inclusive of all applicable taxes.</p> <p>The financial offer will be scored using the following formula:  <math display="block">P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)</math>                     Where: <math>P_s</math> = Points scored for price of tender under consideration.  <math>P_t</math> = Price of tender under consideration; and  <math>P_{min}</math> = Price of lowest acceptable tender.</p> <p>(2) Subject to sub-regulation (4) below, points for specific goals must be awarded to a Bidder in accordance with the table below</p>			TARGETED GOALS	POINTS ALLOCATIONS	No relevant documents attached	0	Excavator	2	Grader	2	TLB	2	2x Tipper Trucks	2	2x Bakkie	2
TARGETED GOALS	POINTS ALLOCATIONS																	
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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CLAUSE	SUB-TITLE	ADDITION OR VARIATION TO STANDARD CONDITIONS OF TENDER										
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3.13.1	Acceptance of Bid Offer	A Bid Offer will only be accepted on condition that such acceptance is not prohibited in terms of clause 44 of the Municipal Supply Chain Management Regulations published in terms of the Municipal Finance Management Act, 2003.										
3.17	Copies of Contract	The successful Bidder shall receive ONE (01) copy of the signed Contract.										

Contractor

Witness 1

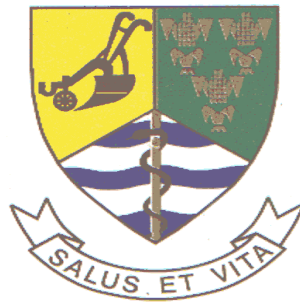
Witness 2

Employer

Witness 1

Witness 2

# BELA-BELA LOCAL MUNICIPALITY



**BID NO: 9/3/1/432**

**UPGRADING OF PIENAARSRIVER SEWER PUMP STATION (WARD 8)**

<b>PART T2: RETURNABLE DOCUMENTS</b>
--------------------------------------

**PART T2**

**RETURNABLE DOCUMENTS**

T2.1 List of returnable documents

T2.2 Returnable documents

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**T2.1 List of returnable documents**

- (i) **Documentation to demonstrate eligibility to have tenders evaluated**
- (ii) A copy of a Company Registration Certificate reflecting names and identity numbers of active shareholding must be attached (except for Sole Traders and Partnerships). In the case of the Joint venture, such documents must be attached for all parties.
- (iii) Director’s information and certified copies of Identity documents not older than 6 months. In the case of the Joint venture, such documents must be attached for all parties.
- (iv) CSD report of the National Treasury. In case of Joint Venture, a Consolidated Central Supplier Database Registration (CSD) is required.
- (v) Valid SARS Tax Clearance Verification Code/Pin on SARS letterhead. In the case of the Joint venture, such documents must be attached for all parties.
- (vi) Attach a certified copy or original members/directors resolution in company’s letter head. In the case of the Joint venture, such documents must be attached for all parties.
- (vii) Submit copies of municipal rates and taxes Accounts of both the company and director(s) not older than three (3) months and not in arrears of more than 90 days from the date of tender closure.

A lease agreement may be submitted where applicable but must also be accompanied by a Municipal Rates and Taxes Account of the leased property where the Lessee is responsible for such an account. If the Lessee is not responsible for the Municipal Rates and Taxes account, then a statement of account must be submitted as evidence that the Lessee has met their obligations.

If Municipal Rates & Taxes Account submitted is not in the name of the Company and/or any of the Directors, a written affidavit stating how the Account relates to the said Company and/or Director must be submitted. Furthermore, if the bidder is operating where municipal rates are not applicable, a copy of proof of residence from the traditional authority must be submitted (not older than (3) months before the closing date). In the case of the Joint venture, such documents must be attached for all parties. Attach a copy of a signed Joint Venture agreement (if applicable).

- (viii) Attach Audited Annual Financial Statement (AFS) of the company if the bidder is required by law to prepare the Annual Financial Statement (AFS) for the past three (3) financial years or since establishment if establish during the past three (3) financial years, In the case of the Joint venture, such documents must be attached for all parties.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (ix) Submit a copy of a valid letter of good standing for Workmen's compensation with the Department of Labour in terms of Compensation for Occupational Injuries and Diseases Amendment Act, No.61 of 1997 (as amended). In the case of the Joint venture, such documents must be attached for all parties.
- (x) MBD forms (to be completed and signed on the tender document)
- (xi) Form of offer and acceptance (to be completed and signed on the tender document)
- (xii) Proof of Registration with CIDB – Grade 7CE or HIGHER. In case of a joint venture, a calculated combined CIDB grading must be attached.

**Note:** Failure to provide these documents will result in the tender not being evaluated as per **Method 2 (Functionality, Price and Specific goals)**

## 1. Returnable Schedules required for tender evaluation purposes

The Bidder must complete the following returnable schedules as relevant:

Form A	RECORD OF ADDENDA TO TENDER DOCUMENTS
Form B	PROPOSED AMENDMENTS AND QUALIFICATIONS
Form C	AUTHORITY OF SIGNATORY
Form D	COMPULSORY DECLARATION
Form E	DECLARATION OF GOOD STANDING REGARDING TAX <b>(MBD 2)</b>
Form F	DECLARATION OF INTEREST <b>(MBD 4)</b>
Form G	MUNICIPAL DECLARATION AND RETURNABLE DOCUMENTS <b>(MBD 5.1)</b>
Form H	ANNUAL FINANCIAL STATEMENTS DECLARATION <b>(MBD 5.2)</b>
Form I	MUNICIPALITY UTILITY ACCOUNT <b>(MBD 5.3)</b>
Form J	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 <b>(MBD 6.1)</b>
Form K	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES <b>(MBD 8)</b>
Form L	CERTIFICATE OF INDEPENDENT BID DETERMINATION <b>(MBD 9)</b>
Form M	FINANCIAL REFERENCES /BIDDER'S CREDIT RATING AND BANK DETAILS

## 2. Other documents required for tender evaluation purposes

Form N	VALID LETTER OF GOOD STANDING WITH THE WORKMEN'S COMPENSATION WITH THE DEPARTMENT OF LABOUR
Form O	PROPOSED KEY PERSONNEL
Form P	SCHEDULE OF PREVIOUS EXPERIENCE
Form Q	SCHEDULE OF SIMILAR CURRENT PROJECTS

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Form R	SCHEDULE OF INFRASTRUCTURE AND RESOURCES / PLANT AND EQUIPMENT
Form S	FUNCTIONALITY CRITERIA AND POINTS CLAIMED BY BIDDER
Form T	SCHEDULE OF LABOUR CONTENT

**PLEASE NOTE:**

- The Bidder is required to complete each schedule and form listed above to the best of his ability, as the evaluation of Bids and eventual Contract will be based on the information provided by the Bidder.
- Failure of a Bidder to complete and sign the schedules and forms to the satisfaction of the Employer will inevitably prejudice the Bid and may lead to rejection on the basis that the Bid is non-responsive.
- Bidders shall note that their signatures appended to each returnable form represents a declaration that they vouch for the accuracy and correctness of the information provided, including the information provided by candidates proposed for the specified key positions.
- Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a bidder. If subsequently any information is found to be incorrect such discovery shall be taken as wilful misrepresentation by that bidder to induce the contract. In such event the Employer has the discretionary right to terminate the contract.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**T2.2 RETURNABLE DOCUMENTS**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**FORM A: RECORD OF ADDENDA TO TENDER DOCUMENTS**

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been considered in this tender offer:

Item no.	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Bidder \_\_\_\_\_

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**FORM B: PROPOSED AMENDMENTS AND QUALIFICATIONS**

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

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

Page	Clause or item	Proposal

Attach additional pages if more space is required.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Bidder \_\_\_\_\_

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**FORM C: AUTHORITY OF SIGNATORY**

Details of person responsible for tender process:

Name: \_\_\_\_\_

Contact number: \_\_\_\_\_

Office address: \_\_\_\_\_

Signatories for close corporations and companies shall confirm their authority by completing this form and submitting a **duly signed and dated original or certified copy on the Company Letterhead** of the relevant resolution of their members or their board of directors, as the case may be.

**COMPANIES AND CLOSE CORPORATIONS:**

"By resolution of the board of directors passed on *(date)* .....

Mr/ Ms .....

has been duly authorized to sign all documents in connection with the Bid Number

..... and any Contract which may arise there from on

behalf of .....

(COMPANY NAME IN BLOCK CAPITALS)

SIGNED ON BEHALF OF THE COMPANY .....

IN HIS CAPACITY AS .....

DATE .....

FULL NAMES OF SIGNATORY .....

AS WITNESSES: 1. ....

2. ....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**JOINT VENTURES:**

**Certificate of Authority for Joint Ventures**

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

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
		SIGNATURE ON BEHALF OF BIDDER: ..... Name: ..... Designation: .....
		SIGNATURE ON BEHALF OF BIDDER: ..... Name: ..... Designation: .....
		SIGNATURE ON BEHALF OF BIDDER: ..... Name: ..... Designation: .....
		SIGNATURE ON BEHALF OF BIDDER: ..... Name: ..... Designation: .....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**FORM D: COMPULSORY DECLARATION**

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

**Section 1: Enterprise Details**

<b>Name of Enterprise:</b>	
<b>Contact Person:</b>	
<b>Email:</b>	
<b>Telephone:</b>	
<b>Cell No</b>	
<b>Fax:</b>	
<b>Physical Address</b>	
<b>Postal Address</b>	

**Section 2: Particulars of companies and close corporations**

<b>Company or Close Corporation registration number</b>	
---	--

**Section 3: SARS Information**

<b>Tax reference number</b>	
<b>VAT registration number:</b>	

**Section 4: CIDB registration number**

<b>CIDB Registration number (if applicable)</b>	
---	--

**Section 5: National Treasury Central Supplier Database**

<b>Supplier number</b>	
------------------------	--

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**Section 6: Particulars of principals**

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

Full name of principal	Identity number	Personal tax reference number

Attach separate page if necessary

**Section 7: Record in the service of the state**

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

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

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

Name of principal	Name of institution, public office, board or organ of state and position held	Status of service <i>(tick appropriate column)</i>	
		Current	Within last 12 months

\*insert separate page if necessary

**Section 8: Record of family member in the service of the state**

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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

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

\*insert separate page if necessary

**Section 9: Record of termination of previous contracts with an organ of state**

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

- Yes     No (Tick appropriate box)

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

**Section 10: Declaration**

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

- i) neither the name of the tendering entity or any of its principals appears on:
  - a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004)
  - b) National Treasury’s Database of Restricted Suppliers (see [www.treasury.gov.za](http://www.treasury.gov.za))

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- ii) neither the tendering entity of any of its principals has within the last five years been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa).
- iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration)
- iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers
- v) has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract etc) or intention to not win a tender;
- vi) has no other relationship with any of the Bidders or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest.
- vii) neither the Bidder or any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity and are not in arrears for more than 3 months.
- viii) SARS may, on an on-going basis during the term of the contract, disclose the Bidder's tax compliance status to the Employer and when called upon to do so, obtain the written consent of any Sub-Contractors who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by the National Treasury, for SARS to do likewise.

Signed

Date

-----

Name

Position

-----

Enterprise name

-----

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

**NOTE 2:** Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of the public administration (i.e. organs of state and all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed in schedule 2 of the Public Service Act, and provincial government components listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public Service Act of 1994 or persons performing similar functions in organs of state from conducting business with the State or to be a director of a public or private company conducting business with the State. The offence for doing so is a fine or imprisonment for a period not exceeding 5 years or both. It is also a serious misconduct which may result in the termination of employment by the Employer.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**FORM E: DECLARATION OF GOOD STANDING REGARDING TAX (MBD 2)**

**ATTACH THE VALID SARS TAX COMPLIANCE STATUS (VERIFICATION PIN)**

The South Africa Revenue Services (SARS) Tax Compliance Status (Verification Pin or Declaration by The South Africa Revenue Services (SARS) confirming that tax matters of the Tendering company/ association or Joint Venture parties are in order must be submitted together with the Bid. Failure to submit the documents will result in the invalidation of the Bid.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**FORM F: DECLARATION OF INTEREST (MBD 4)**

**DECLARATION OF INTEREST**

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

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

3.2 Identity Number: .....

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

3.4 Company Registration Number: .....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number: .....

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

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

3.8.1 If yes, furnish particulars.....

.....

<sup>1</sup>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;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (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.

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

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

3.9.1 If yes, furnish particulars

.....

.....

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

3.10.1 If yes, furnish particulars.

.....

.....

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

2.11.1 If yes, furnish particulars

.....

.....

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

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

3.12.1 If yes, furnish particulars.

.....  
 .....

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

3.13.1 If yes, furnish particulars.

.....  
 .....

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

3.14.1 If yes, furnish particulars:

.....  
 .....

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

Full Name	Identity Number	State Employee Number

.....  
 SIGNATURE ON BEHALF OF BIDDER

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**FORM G: MUNICIPAL DECLARATION AND RETURNABLE DOCUMENTS (MBD 5.1)**

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

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

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

**Section 1: Enterprise Details**

<b>Name of Enterprise:</b>	
<b>Contact person:</b>	
<b>Email:</b>	
<b>Telephone:</b>	
<b>Cell no</b>	
<b>Fax:</b>	
<b>Physical address</b>	
<b>Postal address</b>	

**Section 2: Declaration for Consultancy Services**

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

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

Attach separate page as necessary

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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

I / we certify that

1) annual financial statements:

*(tick one of the boxes):*

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

2) the enterprise and its directors have / have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days *(i.e.: all municipal accounts are paid up to date)*;

3) source of goods and / or services:

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

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

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

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

Attach separate page as necessary

Dispute will be settled by means of mutual consultation, mediation (with or without legal representation) or, when unsuccessful in a South African court of law.

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

Signed

Date

Name

Position

Enterprise name

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**FORM H: ANNUAL FINANCIAL STATEMENTS DECLARATION (MBD 5.2)**

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

- 1) The enterprise's financial year end is .....
- 2) The enterprise's financial statements have been prepared in accordance with the provisions of the Companies Act of 2008 or the Close Corporation Act of 1984, as applicable
- 3) The enterprise has compiled its financial accounts [tick one box]:
  - internally       independently
- 4) The following statement applies to the enterprise [tick one box and provide relevant information]
  - enterprise has had its financial statements audited;
    - name of auditor .....
  - enterprise is required by law to have an independent review of its financial statements
    - name of independent reviewer .....
  - enterprise has not had its financial statements audited and is not required by law to have an independent review or audit of such statements
- 5) The attached income statement and balance sheet is a true extract from the financial statements complying with applicable legislation for the preceding three (3) financial years within 12 months of the financial year end.  
*[Attach the income statement and the balance sheet contained in the financial statement]*
- 6) The annual turnover for the last financial year is R .....
- 7) The total assets as at the end of the last financial year is R .....
- 8) The total liabilities as at the end of the financial year is R .....
- 9) The Public Interest (PI) Score of the enterprise is .....

I hereby declare that the contents of this Declaration are within my personal knowledge and save where stated otherwise are to the best of my belief both true and correct.

Signed \_\_\_\_\_ Date \_\_\_\_\_  
 Name \_\_\_\_\_ Position \_\_\_\_\_  
 Enterprise name \_\_\_\_\_

Contractor      Witness 1      Witness 2      Employer      Witness 1      Witness 2

**FORM I: MUNICIPAL UTILITY ACCOUNT (MBD 5.3)**

**DECLARATION BY THE BIDDER**

I the undersigned \_\_\_\_\_, has been duly

authorized to sign all documents with the Tender for Contract Number \_\_\_\_\_ on behalf of

\_\_\_\_\_ hereby make a declaration as follows:  
(referred to herein as "the Bidder")

1. I declare that the bidder and any of its director(s) / member(s) does not owe the municipality, or any other municipality and/or municipal entity any amount which is in arrears in respect of any municipal rates and taxes or municipal service charges.
2. I understand and accept that in the event that this declaration is proved to be false, the bid shall be rejected forthwith. All other rights of the municipality (including but not limited to the right to claim damages where applicable) shall remain reserved in full.

SIGNED ON BEHALF OF THE COMPANY

\_\_\_\_\_

IN HIS CAPACITY AS

\_\_\_\_\_

DATE

\_\_\_\_\_

FULL NAMES OF SIGNATORY

\_\_\_\_\_

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**ATTACH COPY OR ORIGINAL UTILITY ACCOUNT  
(NOT OLDER THAN THREE MONTHS FROM DATE OF TENDER CLOSURE)**

UTILITY ACCOUNT NUMBER	NAME OF MUNICIPALITY	NAME OF OWNER

**Important: Note the following**

- List Account(s) registered in the name(s) of the Director(s) and the Company the declaration form attached hereto.
- Attach municipal Utility account(s) of the respective Director(s) not older than three (3) months from date of closure of the bid,
- Attach Municipal Utility account of Company registered office (if applicable) and in case of leased premises, attach lease agreement and the utility account of leased premises or statement of account for the lessee.
- In case of joint ventures – utility account(s) of each of the various directors must be attached to the bid document.
- If Municipal Rates & Taxes Account is not in the name of the Company and/or any of the Directors, a written affidavit stating how the Account relates to the said Company and/or Director must be submitted.
- If the bidder is operating where municipal rates are not applicable, a copy of proof of residence from the traditional authority must be submitted (not older than (3) months before the closing date).

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**FORM J: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL  
PROCUREMENT REGULATIONS 2022 (MBD 6.1)**

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

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

**1. GENERAL CONDITIONS**

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

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

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

The applicable preference point system for this tender is the 80/20 preference point system.

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

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

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

The maximum points for this tender are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

**2. DEFINITIONS**

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

**3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**

**3.1. POINTS AWARDED FOR PRICE**

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

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

<b>80/20</b>	<b>or</b>	<b>90/10</b>	
$P_s = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$P_s = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$	

Where

$P_s$  = Points scored for price of tender under consideration

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

**3.2.1. POINTS AWARDED FOR PRICE**

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

<b>80/20</b>	or	<b>90/10</b>
$P_s = 80 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)$	or	$P_s = 90 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)$

Where;

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

**4. POINTS AWARDED FOR SPECIFIC GOALS**

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

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

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

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**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)	Number of points claimed. (80/20 system) (To be completed by the tenderer) (tick the appropriate box)	Means of Verification
100% Youth owned = 5 points,	<b>5 points</b>		<b>Copy of Central Suppliers Database full report</b>
Greater or equals to 51% Youth owned = 3 points,	<b>3 points</b>		
Greater than 0% and less than 51% Youth owned = 1 point	<b>1 point</b>		
0% Youth owned = 0 point	<b>0 point</b>		
<b>Maximum of 5 points</b>			
100% Women owned = 5 points,	<b>5 points</b>		<b>Copy of Central Suppliers Database full report</b>
Greater or equals to 51% Women owned = 3 points,	<b>3 points</b>		
Greater than 0% and less than 51% Women owned = 1 point	<b>1 point</b>		
0% of Women owned = 0 point	<b>0 point</b>		
<b>Maximum of 5 points</b>			
100% Black owned = 5 points,	<b>5 points</b>		<b>Copy of Central Suppliers Database full report</b>
Greater or equals to 51% black owned = 3 points,	<b>3 points</b>		
Greater than 0% and less than 51% Black owned = 1 point	<b>1 point</b>		
0% of Black owned = 0 point	<b>0 point</b>		
<b>Maximum of 5 points</b>			
100% people with disability owned = 5 points,	<b>5 points</b>		<b>Certified copy of Doctor's Certificate with medical practice number</b>
Greater or equals to 51% people with disability owned = 3 points,	<b>3 points</b>		
Greater than 0% and less than 51% people with disability owned = 1 point	<b>1 point</b>		
0% people with disability owned = 0 point	<b>0 point</b>		
<b>Maximum of 5 points</b>			

Suppliers are required to submit the documents listed in means of verification as per above table for points allocation during preference point system evaluation.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

[Signature box for Contractor]

Contractor

[Signature box for Witness 1]

Witness 1

[Signature box for Witness 2]

Witness 2

[Signature box for Employer]

Employer

[Signature box for Witness 1]

Witness 1

[Signature box for Witness 2]

Witness 2

(e) forward the matter for criminal prosecution, if deemed necessary.

Signed

Date

Name

Position

Enterprise name

_____	_____
_____	_____
_____	

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

**FORM K: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)**

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. wilfully 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 ( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) and can be accessed by clicking on its link at the bottom of the home page.	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 ( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) 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"/>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

**CERTIFICATION**

I, THE UNDERSIGNED

(FULL NAME) .....

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

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

.....  
SIGNATURE ON BEHALF OF BIDDER

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**FORM L: CERTIFICATE OF INDEPENDENT BID DETERMINATION (MDB 9)**

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

1. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
2. 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.
3. 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.
4. In order to give effect to the above, the attached Certificate of Bid Determination (MDB 9) must be completed and submitted with the bid:

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

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

[Empty box for Contractor signature]

Contractor

[Empty box for Witness 1 signature]

Witness 1

[Empty box for Witness 2 signature]

Witness 2

[Empty box for Employer signature]

Employer

[Empty box for Witness 1 signature]

Witness 1

[Empty box for Witness 2 signature]

Witness 2

**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 ON BEHALF OF BIDDER appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

- (b) geographical area where product or service will be rendered (market allocation)
- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not to submit, a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**FORM M: FINANCIAL REFERENCES/ BIDDER'S CREDIT RATING AND BANK DETAILS**

**DETAILS OF BIDDERS BANKING INFORMATION**

**Notes to bidder:**

1. The bidder shall attach a letter from the bank confirming the bank account and details which is not older than three months. The bidder's banking details as they appear below shall be completed.
2. In the event that the bidder is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.

<b>BANK NAME:</b>									
<b>ACCOUNT NAME:</b> <i>(e.g. ABC Electrical Construction cc)</i>									
<b>ACCOUNT TYPE:</b> <i>(e.g. Savings, Cheque etc)</i>									
<b>ACCOUNT NO:</b>									
<b>ADDRESS OF BANK:</b>									
<b>CONTACT PERSON:</b>									
<b>TEL. NO. OF BANK / CONTACT:</b>									
How long has this account been in existence:	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="padding: 2px;">0-6 months</td> <td style="width: 30px; text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="padding: 2px;">7-12 months</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="padding: 2px;">13-24 months</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="padding: 2px;">More than 24 months</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> <span style="margin-left: 20px;"><i>(Tick which is appropriate)</i></span>	0-6 months	<input type="checkbox"/>	7-12 months	<input type="checkbox"/>	13-24 months	<input type="checkbox"/>	More than 24 months	<input type="checkbox"/>
0-6 months	<input type="checkbox"/>								
7-12 months	<input type="checkbox"/>								
13-24 months	<input type="checkbox"/>								
More than 24 months	<input type="checkbox"/>								

**SIGNATURE ON BEHALF OF BIDDER:** .....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**FORM N: LETTER OF GOOD STANDING FOR THE WORKMEN'S COMPENSATION WITH THE DEPARTMENT OF LABOUR**

**Attach a Copy of a valid letter of Good Standing for the Workmen's Compensation with the Department of Labour in terms of Compensation for Occupational Injuries and Diseases Amendment Act, No.61 of 1997 (as amended)**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**FORM O: PROPOSED KEY PERSONNEL**

The Bidder shall list below the key personnel whom he proposes to employ on the project should his Bid be accepted.

The experience of the Project Site Agent, Site Foreman and Safety Officer will be evaluated in relation to the scope of work from three different points of view:

- 1) General experience and qualifications in relation to the works
- 2) Adequacy for the Project
- 3) Knowledge of issues pertinent to the works.

The experience of the Tenderer in similar projects or similar areas and conditions in relation to the required service as described in the scope of work will be evaluated.

A CV of the key person should be attached to this schedule.

The CV should include the following:

- 1 Personal details
- 2 Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations) (Attach certified copies of each)
- 3 Name of current Employer and position in enterprise
- 4 Overview of work experience (year, organization and position)
- 5 Outline of recent experience that has a bearing on the scope of work

The scoring of the experience of the Project Site Agent, Site Foreman and Safety Officer will be in accordance to 3.11.1 (ii) of the Tender Data.

Name	Qualification	Designation	Project Type	Value of Works	Year Completed

**(Attach CV's and certified copies of qualifications and certified copies of qualifications and other certificates)**

**SIGNED ON BEHALF OF BIDDER**

**DATE :**

**POSITION**

**NAME OF BIDDER**

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**FORM P: SCHEDULE OF SIMILAR PREVIOUS EXPERIENCE**

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

**Failure to detail the required information shall signify that the Bid is submitted by an inexperienced Bidder.**

Employer	Engineer / Consultant Firm	Nature of Works / Description of Works	Value of Construction Works	Duration and Completion Date
	Firm: Contact Name: Telephone no:			
	Firm: Contact Name: Telephone no:			
	Firm: Contact Name: Telephone no:			
	Firm: Contact Name: Telephone no:			
	Firm: Contact Name: Telephone no:			

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**NOTE:**

TARGETED GOALS	POINTS ALLOCATION
Bidder has submitted no information or inadequate information to determine scoring levels	0
Bidder has successfully completed at least 1 in Construction of sewer/water pumpstation	10
Bidder has successfully completed at least 2 in Construction of sewer/water pumpstation	20
Bidder has successfully completed at least 3 in Construction of sewer/water pumpstation	30
Bidder has successfully completed at least 4 in Construction of sewer/water pumpstation	40
Bidder has successfully completed at least 5 in Construction of sewer/water pumpstation	50

--	--

**SIGNED ON BEHALF OF BIDDER**

**DATE :**

--	--

**POSITION**

**NAME OF BIDDER**

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**FORM Q: SCHEDULE OF SIMILAR CURRENT PROJECTS**

Provide the following information on current projects

**This information is material to the award of the Contract.**

Employer	Engineer / Consultant Firm	Nature of Works / Description of Works	Value of Construction Works	Duration and Completion Date
	Firm:  Contact Name:  Telephone no:			
	Firm:  Contact Name:  Telephone no:			
	Firm:  Contact Name:  Telephone no:			
	Firm:  Contact Name:  Telephone no:			
	Firm:  Contact Name:  Telephone no:			

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Employer	Engineer / Consultant Firm	Nature of Works / Description of Works	Value of Construction Works	Duration and Completion Date
	Firm: Contact Name: Telephone no:			
	Firm: Contact Name: Telephone no:			
	Firm: Contact Name: Telephone no:			

--	--

**SIGNED ON BEHALF OF BIDDER**

**DATE :**

--	--

**POSITION**

**NAME OF BIDDER**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**FORM R: SCHEDULE OF INFRASTRUCTURE AND RESOURCES**

Provide information on the following:

**Infrastructure and resources available for this project:**

1. Major Plant and Equipment available for this Contract:

Quantity	Size, Description, Capacity, etc.

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

Quantity	Size, Description, Capacity, etc.	How Acquired	
		Hire / Buy	Source

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

### 3. Vehicles

Provide information on vehicles that you have available for this project.

Description:	Number of units	Registration Number

**NOTE:**

TARGETED GOALS	POINTS ALLOCATIONS
No relevant documents attached	0
Excavator	2
Grader	2
TLB	2
2x Tipper Trucks	2
2x LDV	2

- Proof must be provided that equipment is owned by the company.
- Proof must be provided (if available) from supplier if the bidder intends to hire and does not have his own plant.

### 4. Size of enterprise and current workload

What was your turnover in the previous financial year? -----

What is the estimated turnover for your current financial year? -----

--	--

**SIGNED ON BEHALF OF BIDDER**

**DATE :**

--	--

**POSITION**

**NAME OF BIDDER**

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**FORM S: FUNCTIONALITY CRITERIA AND POINTS CLAIMED BY BIDDER**

A Bid will not be evaluated further if it fails to meet the minimum threshold of total **70 points** out of maximum 100 points for functionality as prescribed in the following tables:

Category	Functional Criteria	Points Allocation	Points Claimed by Bidder
1	Experience of the bidder	50	
2	Key personnel qualifications and experience	40	
3	List of Plant	10	
<b>TOTAL</b>		<b>100</b>	

**CATEGORY 1: Experience of the Bidder**

TARGETED GOALS Contractor has successfully completed similar and comparative projects	BID GOAL	MINIMUM POINTS	POINTS CLAIMED BY BIDDER
Bidder has submitted no information or inadequate information to determine scoring levels	0	<b>20</b>	
Bidder has successfully completed at least 1 in Construction of sewer/water pumpstation	10		
Bidder has successfully completed at least 2 in Construction of sewer/water pumpstation	20		
Bidder has successfully completed at least 3 in Construction of sewer/water pumpstation	30		
Bidder has successfully completed at least 4 in Construction of sewer/water pumpstation	40		
Bidder has successfully completed at least 5 in Construction of sewer/water pumpstation	50		

**The Bidder must submit proof of successfully completed similar and comparative projects, i.e. construction works (Copies of Appointment Letters and Completion Certificates must be attached).**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CATEGORY 2: Key personnel qualifications and experience**

The Bidder must submit Proposed Team Structure, identifying Site Agent, Site Foreman and Safety Officer as key personnel (Copies of CV's, certified copy of Identity document and certified copies of certificates must be attached).

KEY-PERSONNEL	TARGETED GOALS	POINTS ALLOCATION	TOTAL POINTS	POINTS CLAIMED BY BIDDER
<b>Contracts Manager</b>	No information or inadequate information submitted to determine scoring level	0	0	
	Contracts Manager with NQF Level 6 qualification in the Built Environment	2	5	
	NQF Level 5 certificate in " <i>Manage Labour Intensive Construction</i> " or similar	1		
	Contracts Manager with 1 – 5 years of relevant construction experience	2	10	
	Contracts Manager with NQF Level 6 qualification in the Built Environment	2		
	NQF Level 5 certificate in " <i>Manage Labour Intensive Construction</i> " or similar	1		
	Contracts Manager with more than 5 years of relevant construction experience	7		
<b>Site Agent</b>	No information or inadequate information submitted to determine scoring level	0	0	
	Site Agent with NQF Level 6 qualification in the Built Environment	2	5	
	NQF Level 5 certificate in " <i>Manage Labour Intensive Construction</i> " or similar	1		
	Site Agent with 1 – 4 years of relevant construction experience	2	10	
	Site Agent with NQF Level 6 qualification in the Built Environment	2		
	NQF Level 5 certificate in " <i>Manage Labour Intensive Construction</i> " or similar	1		
	Site Agent with more than 4 years of relevant construction experience	7		
<b>Site Foreman</b>	No information or inadequate information submitted to determine scoring level	0	0	
	Site Foreman with NQF Level 4 qualification	2	5	
	NQF Level 4 certificate in " <i>Apply Labour Intensive Construction</i> " or similar	1		
	Site Foreman with 1 – 3 years of relevant construction experience	2	10	
	Site Foreman with NQF Level 4 qualification	2		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

KEY-PERSONNEL	TARGETED GOALS	POINTS ALLOCATION	TOTAL POINTS	POINTS CLAIMED BY BIDDER
	NQF Level 4 certificate in "Apply Labour Intensive Construction" or similar	1		
	Site Foreman with more than 3 years of relevant construction experience	7		
Safety officer	No information or inadequate information submitted to determine scoring level	0	0	
	Safety officer with NQF Level 6 qualification in Health and Safety	2		
	Safety officer with 1 – 3 years of relevant construction experience	3	5	
	Safety officer with NQF Level 6 qualification in Health and Safety	2		
	Safety officer with more than 3 years of relevant construction experience	8		
			10	

### CATEGORY 3: List of plant

Bidders are expected to have the following minimum plant: Excavator, TLB, Tipper Truck and LDV (Registration documents of plant owned or letter of intent to rent the relevant plant with registration documents must be attached)

TARGETED GOALS	POINTS ALLOCATIONS	POINTS CLAIMED BY BIDDER
No relevant documents attached	0	
Excavator	2	
Grader	2	
TLB	2	
2x Tipper Trucks	2	
2x LDV	2	

### Bid Evaluation Points

Description	Section Number	No of Points	
		Maximum	Claimed
Bid Amount (VAT Inclusive) – From Pricing Data	C1.1		
Price Points { $80 \times (1 - Pt - PM / Pm)$ }		80	
Specific Goals (See Tender Data)	T2.2	20	
<b>Total Points</b>		<b>100</b>	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

--	--

**SIGNED ON BEHALF OF BIDDER**

**DATE :**

--	--

**POSITION**

**NAME OF BIDDER**

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

**FORM T: SCHEDULE OF LABOUR CONTENT**

The tenderer must complete a standard table reflecting the labour force anticipated to be employed on this contract, including labour employed by sub-contractors. The Specified target value is **5%**

Type of Labour	Man-Days	Minimum Wage Rate per unit	Total Wage Cost (Excl VAT)
Permanent Staff			
Temporary Staff			
SMME/HDEs Labour			
<b>Total</b>			
<b>Percentage</b>			

**Notes to Tenderer:**

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

--	--

**SIGNED ON BEHALF OF BIDDER**

**DATE :**

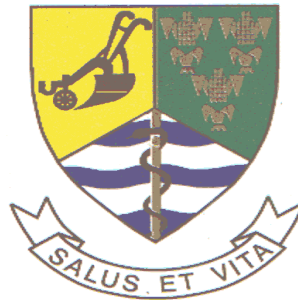
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**POSITION**

**NAME OF BIDDER**

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

# BELA-BELA LOCAL MUNICIPALITY



**BID NO: 9/3/1/432**

**UPGRADING OF PIENAARSRIVER SEWER PUMP STATION (WARD 8)**

## PART 2: THE CONTRACT

**PART C1 AGREEMENTS AND CONTRACT DATA**

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data (Part 2: Data provided by the Contractor)
- C1.3 Form of Guarantee
- C1.4 Guarantee Cash Deposit
- C1.5 Health and Safety Agreement

**PART C2 PRICING DATA**

- C2.1 Pricing Instruction
- C2.2 Bill of Quantities

**PART C3 SCOPE OF WORK**

- C3.1 Description of the Works
- C3.2 Engineering
- C3.3 Procurement
- C3.4 Construction
- C3.5 Management
- C3.6 Annexures

**PART C4 SITE INFORMATION**

- C4.1 Locality Plan

**PART C5 DRAWINGS**

Contractor

Witness 1

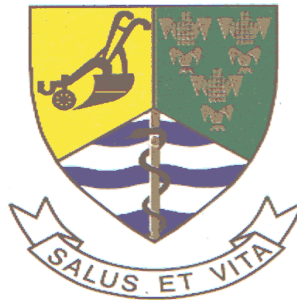
Witness 2

Employer

Witness 1

Witness 2

# BELA-BELA LOCAL MUNICIPALITY



**BID NO: 9/3/1/432**

**UPGRADING OF PIENAARSRIVER SEWER PUMP STATION (WARD 8)**

<b>C1 AGREEMENTS AND CONTRACT DATA</b>
--

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data (Part 2: Data provided by the Contractor)
- C1.3 Form of Guarantee
- C1.4 Guarantee Cash Deposit
- C1.5 Health and Safety Agreement

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**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:

**PROJECT NO: 9/3/1/432**

**PROJECT DESCRIPTION: UPGRADING OF PIENAARSRIVER SEWER PUMP STATION (WARD 8)**

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

**THE OFFERED TOTAL OF THE PRICES, INCLUSIVE OF VALUE ADDED TAX IS**

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

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

Signature(s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

For the Bidder \_\_\_\_\_  
(Name and address of organisation)

Name & Signature of Witness

\_\_\_\_\_  
Name 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 Bidder's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Bidder's Offer shall form an agreement between the Employer and the Bidder upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract are contained in:

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

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

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

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

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

Signature(s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

For the Employer \_\_\_\_\_

(Name and address of organisation)

Name & Signature of Witness

\_\_\_\_\_

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## 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 Bidder's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract, shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

**1 Subject** \_\_\_\_\_

Details \_\_\_\_\_

**2 Subject** \_\_\_\_\_

Details \_\_\_\_\_

**3 Subject** \_\_\_\_\_

Details \_\_\_\_\_

**4 Subject** \_\_\_\_\_

Details \_\_\_\_\_

**5 Subject** \_\_\_\_\_

Details \_\_\_\_\_

\_\_\_\_\_

Contractor

\_\_\_\_\_

Witness 1

\_\_\_\_\_

Witness 2

\_\_\_\_\_

Employer

\_\_\_\_\_

Witness 1

\_\_\_\_\_

Witness 2

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Bidder agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the 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 Bidder and the Employer during this process of Offer and Acceptance. It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

Signature(s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

For the Bidder \_\_\_\_\_  
 (Name and address of organisation)

Name & Signature of Witness

\_\_\_\_\_  
 Name Date

**FOR THE EMPLOYER**

Signature(s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

For the Employer \_\_\_\_\_  
 (Name and address of organisation)

Name & Signature of Witness

\_\_\_\_\_  
 Name Date

\_\_\_\_\_  
 Contractor

\_\_\_\_\_  
 Witness 1

\_\_\_\_\_  
 Witness 2

\_\_\_\_\_  
 Employer

\_\_\_\_\_  
 Witness 1

\_\_\_\_\_  
 Witness 2

## C1.2 CONTRACT DATA

### CONDITIONS OF CONTRACT

The Conditions of Contract are the General Conditions of Contract for Construction Works Third Edition (2015), published by the South African Institute of Civil Engineers, is applicable to this contract and is obtainable from [www.saice.org.za](http://www.saice.org.za).

Copies of these Conditions of Contract may also be obtained from the South African Institute of Civil Engineers. SAICE House, Block 19, Thornhill Office Park, 94 Bekker Road, Vorna Valley, Midrand, 1686. Tel: (011) 805 5947/ 48/ 53.

### CONTRACT SPECIFIC DATA

The following contract-specific data are applicable to this contract:

#### Part 1: Data Provided by the Employer

Compulsory Data:

Clause	Description		
1.1.1.5	Clause 1.1.1.5 of the GCC is replaced by the following: The "Commencement date" <b>shall be the date the site is handed over to the Contractor.</b>		
1.1.1.13	The Defects Liability Period is <b>Twelve (12) months</b> from the date of issuing a completion certificate.		
1.1.1.14	The time for achieving Practical Completion is <b>Eleven (11) months.</b>		
1.1.1.15	The Employer is the <b>Bela-Bela Local Municipality.</b>		
1.1.1.16	The Engineer is <b>ZAKUMI CONSULTING ENGINEERS (PTY) LTD</b>		
1.1.1.26	Pricing Strategy is <b>Re-measurable Contract.</b>		
1.2.1.2	<p>The Employer's address for receipt of communication is:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <p><b>Physical Address</b> 59 Chris Hani Drive Bela-Bela 0480</p> <p><b>Tel no:</b> 014 736 8000 <b>Fax no:</b> N/A <b>e-mail:</b> <a href="mailto:MojelaM@belabela.gov.za">MojelaM@belabela.gov.za</a></p> </td> <td style="width: 50%; vertical-align: top;"> <p><b>Postal Address</b> Private Bag x 1609 <b>Bela-Bela</b> 0480</p> </td> </tr> </table>	<p><b>Physical Address</b> 59 Chris Hani Drive Bela-Bela 0480</p> <p><b>Tel no:</b> 014 736 8000 <b>Fax no:</b> N/A <b>e-mail:</b> <a href="mailto:MojelaM@belabela.gov.za">MojelaM@belabela.gov.za</a></p>	<p><b>Postal Address</b> Private Bag x 1609 <b>Bela-Bela</b> 0480</p>
<p><b>Physical Address</b> 59 Chris Hani Drive Bela-Bela 0480</p> <p><b>Tel no:</b> 014 736 8000 <b>Fax no:</b> N/A <b>e-mail:</b> <a href="mailto:MojelaM@belabela.gov.za">MojelaM@belabela.gov.za</a></p>	<p><b>Postal Address</b> Private Bag x 1609 <b>Bela-Bela</b> 0480</p>		
	<p>The engineer's address is:</p> <p><b>Physical Address &amp; Postal Address</b></p>		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Description
	<p><b>ZAKUMI CONSULTING ENGINEERS (PTY) LTD</b>  ZCE House  21 Compensatie Street, CBD  POLOKWANE  Limpopo Province  0699</p> <p>Tel No: 015 291 1176  Contact person: Dr. Talent Diotrefe Banda  e-mail: <a href="mailto:admin@zce.co.za">admin@zce.co.za</a></p>
1.3.3	The language of the Contract and for written communications is <b>English</b>
3.2.3	<p>The Engineer shall obtain specific approval from the Employer before executing any of his functions or duties according to the following Clauses of the General Condition of Contract:</p> <ol style="list-style-type: none"> <li>1. New Clause 3.2.3.1 "For expenditure on the Contract to exceed the Contract Price";</li> <li>2. Existing Clauses: <ol style="list-style-type: none"> <li>3.2.1 - Nomination of person as Engineer's Representative.</li> <li>5.6 - Approval of the programme</li> <li>5.7.2 - Work at night as well as by day</li> <li>5.8 - Non-working times</li> <li>5.12 - Granting of extension of time excluding Clause 5.12.2.2 (Abnormal climatic conditions)</li> <li>5.13 - Reduction of penalty for delay.</li> <li>5.14.2 - The issue of a Certificate of Practical Completion.</li> <li>5.14.4 - The issue of a Certificate of Completion.</li> <li>5.16.1 - The issue of a Final Approval Certificate.</li> <li>6.3 - Variations in respect of Variations which are not small (R 20 000)</li> <li>6.6 - Instruction to expend on Provisional and Prime Cost Sums</li> <li>6.11 - Adjustment of General Items &amp; Approval of Claims</li> <li>8.2.2.2 - Order to repair and make good damage arising from any "excepted" risk.</li> </ol> </li> </ol>
3.2.4	Occupational Health, Safety & Wellness Sub Directorate – Public Health and the duly appointed H&S Officials has been appointed as Client Agents on this contract, in terms of Clause 4(5) of the Construction Regulations, 2003 as promulgated in terms of Section 43 of the Occupational Health and Safety Act, 1993. The Principal Contractor shall perform a preliminary assessment of the project generated H&S plan and submit such to Occupational Health, Safety & Wellness Sub Directorate – Public Health for legal compliance reassessment & verification / approval prior to any works commencing. The duly appointed H&S Officials will be responsible for further monitoring and the auditing of the approved H&S plan for legal compliance.
4.3.1	<p><b>Add the following to the clause:</b></p> <p>"For conventional construction works the Basic Conditions of Employment Act of 1997 (Act No 75 of 1997) shall apply and the minimum employment conditions which will apply shall be guided by the latest Sectorial Determination: Civil &amp; mechanical Engineering Sector published from time to time.</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Description
	<p>Compliance with the National Environmental Management Act (NEMA), Act 107 of 1998.</p> <p>Basic Conditions of Employment Act of 1997 (Act No 75 of 1997) as per Government Notice R63 of 25 January 2002, shall apply to works described in the Scope of Work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.”</p> <p>“The Contractor shall comply with the Occupational Health and Safety Specification prepared by the Employer in terms of the Construction Regulations, 2003 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>
4.5	<p><b>Add the following new sub-clauses:</b></p> <p>4.5.5 On the request of the Contractor, the Employer may, at his sole discretion, provide a support service to the Contractor in the giving of notices and in obtaining requisite consents, permissions and permits.</p> <p>4.5.6 On the request of the Contractor and certified by the Engineer as payable by the Contractor, the Employer may, in his sole discretion, advance funds to the Contractor in the form of a cheque in favour of the relevant institution or body, to facilitate the Contractor in complying with the provisions of this Clause. The Contractor shall provide proof to the Engineer of all payments effected by him.</p> <p>The Employer will deduct the sums advanced by the Employer and adjusted in accordance with the Contract Price Adjustment Formula or other rise-and-fall provision applicable to the Contract, from future payment certificates of the Contractor, if such sums are payable by the Contractor in the ordinary course of his business.</p> <p>The Employer will not advance funds in respect of cyclic sums payable by the Contractor in the ordinary course of his business.</p>
4.11.3	<p><b>Add the following to Clause 4.11:</b></p> <p>Notwithstanding the wording of this Clause, on request of the Contractor the Employer may at his sole discretion, provide trade-skills training to the Contractor’s employees to improve their competency and efficiency commensurate with the requirements of the Works.</p>
5.3.1	<p>The Contractor is required, <b>within 14 days before Commencement Date</b>, to submit the documents listed below to the Engineer for his approval.</p> <p><b>Proof of Joint Venture Bank Account and registration with the South African Revenue Services (SARS)</b> Where applicable, the Joint Venture entity (Contractor) shall deliver proof of a joint venture bank account and registration with SARS for VAT and other applicable Taxes.</p> <p><b>Health and Safety Plan</b> The Contractor shall deliver his health and safety plan, in terms of Clause 5(1) of the Construction Regulations (07 February 2014).</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Description
	<p><b>Initial Programme</b> The Contractor shall deliver his Initial Programme of work in terms of Clause 5.6</p> <p><b>Security</b> Submit a guarantee of an Insurance Company or Bank to be jointly and severally bound with the Contractor for an amount equal to <b>10%</b> of the Contract Price. The wording of the Guarantee shall be identical to the pro forma provided in this Bid Document or Surety of 10% of the value of the works from the first payment certificate upon application and approval.</p> <p><b>Insurance</b> Submit copies of receipts of registration, or payment for the premiums for the following insurances, as required by the new Clause 8.6 in this Contact Data.</p> <ul style="list-style-type: none"> <li>(a) Proof of registration with the Department of Labour as an Employer, in terms of the Compensation for Occupational Injuries and Diseases Act 1993, as amended</li> <li>(b) Insurance on an all risks basis for construction plant, equipment and other things (except those intended to incorporation into the works) brought onto the site to the full value of such construction plant, equipment and other things.</li> <li>(c) 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.</li> <li>(d) Imported equipment or component parts or materials to be supplied in terms of this Contract which require any process of assembly or finishing in South Africa prior to delivery to the site are to be insured by the Contractor up to the commencement of transit to site of the assembled or finished equipment, component parts or materials, unless special arrangements are made with the Employer.</li> </ul> <p>These insurances shall be maintained in force for the duration of the Contract, including any Defects Liability Period and in respect of Sub-Contractors, the Contractor shall be deemed to have complied with the provisions of the requirements relating to insurance by ensuring that the Sub-Contractors have affected such insurance.</p>
5.8.1	The special non-working days are <b>all Gazetted Public Holidays falling outside the year-end break, and the year-end break commencing on 15 December 2026 and ends on 11 January 2027.</b>
5.12.2.2	<p><b>Add the following to sub-clause 5.12.2.2:</b></p> <p>“Normal rainfall” is not regarded as “<b>abnormal climatic conditions</b>” which entitles the Contractor to extension of time. Allowance for normal rainfall shall be deemed to have been made in his offered rates, prices and programme. Extension of time for abnormal rainfall will be handled according to the formula below:</p> $V = (N_w - N_n) + (R_w - R_n) / X$ <p>Where: V = Extension of time in calendar days in respect of the calendar month under consideration.</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Description
	<p>Nw = Actual number of days during the calendar month on which a rainfall of Y mm or more has been recorded.</p> <p>Nn = Average number of days, as derived from existing rainfall records, on which a rainfall of Y mm or more has been recorded for the calendar month.</p> <p>Rw = Actual rainfall in mm recorded for the calendar month under consideration.</p> <p>Rn = Average rainfall in mm for the calendar month as derived from existing rainfall records.</p> <p>The factor (Nw - Nn) shall be considered to represent a fair allowance for variations from the average number of days during which rainfall exceeds Y mm. The factor (Rw - Rn) / X shall be considered to represent a fair allowance for variations from the average in the number of days during which the rainfall did not exceed Y mm, but wet conditions prevented or disrupted work.</p> <p>For the purposes of the Contract Nn, Rn, X and Y shall have those values assigned to them in the Appendix and/or the Specifications.</p> <p>The total extension of time shall be the algebraic sum of all monthly totals for the period under consideration, but if the total be negative the time for completion shall not be reduced. Extension of time for part of a month shall be calculated using pro rata values of Nn and Rn.</p> <p>This formula does not take account of flood damage which could cause further or concurrent delays and will be treated separately as far as extension of time is concerned".</p> <p>The values of X, Y, Nn and Rn to be used in above-mentioned formula are as follows:</p> <p style="text-align: center;"><b>X = 10 mm &amp; Y = 4 mm</b></p> <p>Source of Information: <b>Weather Bureau, Department of Environment Affairs</b></p> <p>RAINFALL STATION: <b>BELA-BELA</b></p> <ul style="list-style-type: none"> <li>• <b>Add the following to sub-clause 5.12.2.4:</b></li> </ul> <p>"Any disruption of labour on a regional or national level due to political unrest, organized mass action or related incidents which is considered to be beyond the Contractor's Control. Any strike within the confines of the Contractor's company, which may affect this project, will be deemed to be within the Contractor's control".</p>
5.13.1	The Penalty for delay to achieve completion by the due completion date is <b>0.025% of the contract price per calendar day</b>
5.16.3	The latent defect liability period is <b>60 months</b> .

Clause	Description
6.3	All variations shall be in writing, confirmed by the Contractor and finally approved by the Employer. The Contractor shall not perform any variation work until written approval is issued from the Employer.
6.8.2	No price adjustments
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is <b>80%</b> .
6.10.3	The limit of retention money is <b>10%</b> on interim payment certificates up to a maximum of 10% of the contract sum.
8.6.1.1.2	The value of plant and materials supplied by the Employer to be included in the insurance sum is <b>Nil</b> .
8.6.1.3	The limit of indemnity for liability insurance is <b>R20 000 000.00</b> and must be submitted prior to commencement of works
8.6.5	The insurance shall be undertaken with an insurance company registered in South Africa.
10.5.1	Disputes are to be referred to mediation.
10.7.1	Disputes are to be referred for final settlement to arbitration.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## Additional Data:

Clause	Description
1.1.1.2	<p><b>“Definitions”</b>  <b>Add the following new sub-clause 1.1.1.2:</b></p> <p>“For this Contract “Schedule of Quantities” will have the same meaning as “Bill of Quantities” and will form part of the Pricing Data as defined in the General Conditions of Contract.”</p>
1.1.1.35	<p><b>“Definitions”</b>  <b>Add the following new sub-clause 1.1.1.35:</b></p> <p><b>“Drawings”</b> means all drawings, calculations and technical information forming part of the Contract Documents and any modifications thereof or additions thereto from time to time approved in writing by the Engineer or delivered to the Contractor by the Engineer.</p>
1.2.1	<p><b>“Interpretations”</b>  <b>Add the following new sub-clauses:</b></p> <p>1.2.1.3 Sent by facsimile, electronic or any like communication irrespective of it being during office hours or otherwise.</p> <p>1.2.1.4 Posted to the Contractor’s address and delivered by the postal authorities.</p> <p>1.2.1.5 Delivered by a courier service and signed for by the recipient or his representative.”</p>
1.3.7	<p><b>“General Provisions”</b>  <b>Add the following new sub-clause 1.3.7:</b></p> <p>The copyright in all documents, drawing and records (prepared by the Engineer) related in any manner to the Works shall vest in the Employer or the Engineer or both (according to the details of the Contract that has been entered into by the Engineer and the Employer for the Works), and the Contractor shall not furnish any information in connection with the Works to any person or organization without the prior approval of the Employer to this effect.</p>
4.1.2	<p><b>“Extent of obligations and liability”</b>  <b>Add the following to the clauses:</b></p> <p>The Contractor shall provide the following to the Engineer 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 Engineer 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 Engineer 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 PDF or DWG electronic format after completion of the Works.</p> <p>The Contractor shall be responsible for the design of the Temporary Works.</p>
4.5	<p><b>“Notices and fees”</b></p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Description
	<p><b>Clause 4.5.4: Contractor to be compensated</b></p> <p>The fees, taxes, levies and other charges to be paid by the Contractor in terms of sub-clause 4.5 will not be refunded by the Employer. The cost thereof shall be deemed to be included in the prices offered for relevant items in the Bill of Quantities.</p>
5.12.2.4	<p><b>“Extension of time for Practical Completion”</b>  <b>Add the following new sub-clause 5.12.2.4:</b></p> <p>Any disruption of labour on a regional or national level due to political unrest, organized mass action or related incidents which is considered to be beyond the Contractor’s Control. Any strike within the confines of the Contractor’s company, which may affect this project, will be deemed to be within the Contractor’s control.</p>
5.12.3	<p><b>“Extension of tie for Practical Completion”</b>  <b>Add the following additional sub-clause:</b></p> <p>Any additional statutory holidays proclaimed after the closing date of Bids over and above the statutory holidays which existed at the time of Bidding.</p> <p>In the case of an additional public holiday declared by the State President, a claim for the cost of temporary or hourly-paid workers who would have been actively engaged in the construction work had the day not been declared a public holiday, will be considered by the Employer. Except for proven extra cost, claims for standing time of plant and equipment will not be considered as the cost thereof is deemed to be included in the Contractor’s provisional and general items.</p>
6.10.4	<p><b>“Delivery, dissatisfaction with and payment of payment certificate”</b>  <b>Add the following additional sub-clause:</b></p> <p>Notwithstanding the above, the Engineer shall be empowered to withhold the delivery of the payment certificate until the Contractor has complied with his obligations to report in terms of Clause 4.10.2 and as described in the Scope of Work.”</p>
9.2.1.3	<p><b>“Termination by Employer”</b>  <b>Add the following new sub-clauses:</b></p> <p>9.2.1.3.9 The Contractor committed a corrupt or fraudulent act during the procurement process or the execution of the contract.</p> <p>9.2.1.3.10 An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefitted the Contractor.”</p>
10.1.1.1	<p><b>“Contractor’s claims”</b>  <b>Add the following new sub-clause:</b></p> <p>10.1.1.1.5 Discussions of claims during site meetings and minutes of such discussions shall not be regarded as a claim or notice by the Contractor of his intention to make a claim unless it is supported by a written submission in terms of Clause 10.1.1.1.</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**Part 2: Data Provided by the Contractor**

Clause	Description								
1.1.1.9	The name of the Contractor is: .....								
1.2.1.2	The Contractor's address for receipt of communication is:  <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;"><b>Physical Address:</b></td> <td style="width: 50%;"><b>Postal Address:</b></td> </tr> <tr> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> </tr> </table> Tel no: ..... Fax no: ..... e-mail: .....	<b>Physical Address:</b>	<b>Postal Address:</b>	.....	.....	.....	.....	.....	.....
<b>Physical Address:</b>	<b>Postal Address:</b>								
.....	.....								
.....	.....								
.....	.....								
1.1.1.14	The time for achieving Practical Completion as set out in the Scope of Works are ..... Weeks								
6.2.1	The security provided by the company should be one of the following: <table border="1" style="margin-top: 10px; width: 100%;"> <thead> <tr> <th style="background-color: #cccccc;">Type of Security</th> <th style="background-color: #cccccc;">Contractor's choice indicate "YES" or "NO"</th> </tr> </thead> <tbody> <tr> <td>Cash deposit of 10% of the Contract Sum plus Retention of 10% of the value of the Works</td> <td style="text-align: center;"> </td> </tr> <tr> <td>Performance guarantee of 10% of the Contract Sum plus Retention of 10% of the value of the Works</td> <td style="text-align: center;"> </td> </tr> <tr> <td>Deduction of 10% of the contract price from the Contractor's first payment certificate plus Retention of 10% of the value of the works</td> <td style="text-align: center;"> </td> </tr> </tbody> </table> Note: Value Added Tax is included in the Contract Sum for calculating the percentages.	Type of Security	Contractor's choice indicate "YES" or "NO"	Cash deposit of 10% of the Contract Sum plus Retention of 10% of the value of the Works		Performance guarantee of 10% of the Contract Sum plus Retention of 10% of the value of the Works		Deduction of 10% of the contract price from the Contractor's first payment certificate plus Retention of 10% of the value of the works	
Type of Security	Contractor's choice indicate "YES" or "NO"								
Cash deposit of 10% of the Contract Sum plus Retention of 10% of the value of the Works									
Performance guarantee of 10% of the Contract Sum plus Retention of 10% of the value of the Works									
Deduction of 10% of the contract price from the Contractor's first payment certificate plus Retention of 10% of the value of the works									
6.5.1.2.3	The percentage allowance to cover overhead charges on day work is ..... %.								

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**C1.3 FORM OF GUARANTEE**

WHEREAS .....

at .....  
(Hereinafter referred to as "the Employer")

entered into, on the ..... Day of .....20..., at .....

a Contract with .....

at .....  
(Hereinafter called "The Contractor")

for the construction of .....

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

AND WHEREAS .....  
Has/have at the request of the Contractor, agreed to give such security.

NOW THEREFORE WE, .....  
do hereby guarantee and bind ourselves jointly and severally as Sureties and Co-principal Debtors to the Employer under renunciation of the benefits of division and exclusion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions.

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorised and/or contemplated by the terms of the said contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Due Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Due Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. The Employer shall be entitled, without reference to us, to release any securities held by it, and to give time to or compound or make any other arrangement with the Contractor.
3. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
4. Our total liability hereunder shall not exceed the sum of (R.....).

[Signature Box]

Contractor

[Signature Box]

Witness 1

[Signature Box]

Witness 2

[Signature Box]

Employer

[Signature Box]

Witness 1

[Signature Box]

Witness 2

5. We hereby choose domicilium citandi et executandi for all purposes arising hereof at

.....

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

this..... day of ..... 20.....

As witnesses:

1.....

Signature.....

2.....

Duly authorised to  
sign on behalf of .....

Address .....

.....

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**C1.4 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)**

THIS AGREEMENT made at \_\_\_\_\_

on this the \_\_\_\_\_ day of \_\_\_\_\_ in the year

\_\_\_\_\_ **between THE BELA-BELA LOCAL MUNICIPALITY (hereinafter called "the Employer") of the one part, herein represented by**

in his capacity as \_\_\_\_\_ and

\_\_\_\_\_ (herein after called "the Mandatory") of the other part, herein represented by

\_\_\_\_\_ in his capacity as \_\_\_\_\_

**WHEREAS the Employer is desirous that certain works be constructed, viz,**

**BID NO: 9/3/1/432**

**UPGRADING OF PIENAARSRIVER SEWER PUMP STATION (WARD 8)**

and has accepted a Bid by the Mandatory for the construction, completion and maintenance of such Works and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 The Mandatory shall execute the work in accordance with the Contract Documents pertaining to this Contract.
- 2 This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or Engineer requiring him to commence the execution of the Works, to either.
  - (a) the date of the Final Approval Certificate issued in terms of Clause 5.16.1 of the General Conditions of Contract (hereinafter referred to as "the GCC"),
  - (b) the date of termination of the Contract in terms of Clauses 9.1 of the GCC.
- 3 The Mandatory declares himself to be conversant with the following:
  - (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:

\_\_\_\_\_

Contractor

\_\_\_\_\_

Witness 1

\_\_\_\_\_

Witness 2

\_\_\_\_\_

Employer

\_\_\_\_\_

Witness 1

\_\_\_\_\_

Witness 2

- (i) Section 8 : General duties of Employers to their employees.
  - (ii) Section 9 : General duties of Employers and self-employed persons to persons other than employees.
  - (iii) Section 37 : Acts or omissions by employees or mandatories, and
  - (iv) Subsection 37(2) relating to the purpose and meaning of this Agreement.
- (b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his Sub-Contractors.
- 4 In addition to the requirements of Clause 8 of the GCC and all relevant requirements of the above-mentioned Volume 3, the Mandatory agrees to execute all the Works forming part of this Contract and to operate and utilise all machinery, plant and equipment in accordance with the Act.
- 5 The Mandatory is responsible for the compliance with the Act by all his Sub-Contractors, whether or not selected and/or approved by the Employer.
- 6 The Mandatory warrants that all his and his Sub-Contractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 which cover shall remain in force whilst any such workmen are present on site. A valid letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.
- 7 The Mandatory undertakes to ensure that he and/or Sub-Contractors and/or their respective Employers will at all times comply with the following conditions:
- (a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
  - (b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
  - (c) The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Mandatory and/or his employees and/or his Sub-Contractors.

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

**SIGNED FOR AND ON BEHALF OF THE EMPLOYER:**

WITNESS 1 ..... NAME 1 .....  
(IN CAPITALS)

**SIGNED FOR AND ON BEHALF OF THE MANDATORY:**

WITNESS 1 ..... NAME 1 .....  
(IN CAPITALS)

Contractor

Witness 1

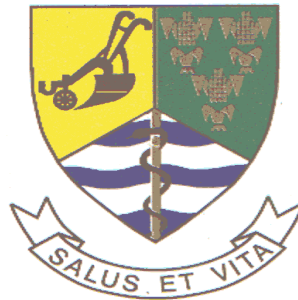
Witness 2

Employer

Witness 1

Witness 2

# BELA-BELA LOCAL MUNICIPALITY



**BID NO: 9/3/1/432**

**UPGRADING OF PIENAARSRIVER SEWER PUMP STATION (WARD 8)**

<b>C2 PRICING DATA</b>
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C2.1 Pricing Instruction

C2.2 Bill of Quantities

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Contractor

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Witness 1

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Witness 2

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Employer

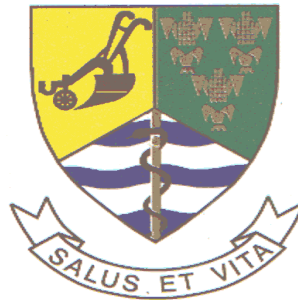
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Witness 1

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Witness 2

# BELA-BELA LOCAL MUNICIPALITY



**BID NO: 9/3/1/432**

**UPGRADING OF PIENAARSRIVER SEWER PUMP STATION (WARD 8)**

<b>C2.1 PRICING INSTRUCTIONS</b>
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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

## C2.1 PRICING INSTRUCTIONS

1. The General Conditions of Contract, the Contract Data and the Drawings shall be read in conjunction with the Bill of Quantities.
2.
  - a. The Schedule comprises items covering the Contractor's profit and costs of general liabilities and of the construction of temporary and permanent Works.
  - b. Although the Bidder is at liberty to insert a rate of his own choosing for each item in the Schedule, his attention is drawn to the fact that the Contractor has the right, under various circumstances, to payment for additional works carried out and that the Engineer is obliged to base his assessment of the payment to be paid for such additional work on the rates inserted in the Schedule by the Contractor.
  - c. Clause 8 of each Standardized Specification and the measurement and payment clause of each Particular Specification, read together with the relevant clause of the Project Specification, set out what ancillary or associated activities are included in the rate for the operations specified.
3. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.
4. The prices and rates to be inserted in the Schedule of Quantities are to be the full inclusive prices to the Employer for the work described under the several items. The prices and rates shall be exclusive of Value Added Tax. Such prices shall cover all costs and expenses that may be required in and for the construction of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based.
5. A price or rate is to be entered, in **BLACK INK**, against each item in the Schedule of Quantities.
6. In the event of the Bidder failing to price any item it will be held that the Bidder has made adequate allowance under other items for all labour, material and costs required for the execution, not only of the quantum of work covered by the unpriced item but also for any increase in the said quantum which may have to be undertaken during the course of the Contract.
7. The quantities set out in the schedule of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the schedule of quantities, will be used to determine payments to the Contractor.
8. An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.
9. The Bidder shall also fill in a rate against the items where the words "rate only" appear in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the bided rates shall apply should work under these items actually be required.
10. Should the Bidder group a number of items together and bid one sum for such group of items, the single bided sum shall apply to that group of items and not to each individual item, or should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed to be nil.
11. The bidder's rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

12. The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment.
13. Ordering of materials are not to be based on the Bill of Quantities, but only on information issued for construction purposes.
14. Those parts of the works to be constructed using labour-intensive methods are marked in the bill of quantities with the letters LI either in a separate column or as a prefix or suffix against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a deviation from the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand and this clause does not over-ride any of the requirements in the generic labour-intensive specification in the Scope of Works.
15. Where minimum labour intensity is specified in the design, the Bidder is expected to use their initiative to identify additional activities that can be done labour-intensively in order to comply with the set minimum labour intensity targets.
16. Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict
17. The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframes stipulated by the Employer. The contractor's invoices shall not be paid until all pending labour information has been submitted. The client may institute a penalty relating to outstanding labour information.

The following information shall be maintained on site and submitted in electronic/hard copy formats:

- Certified ID copies of all locally employed labour
- Signed Contracts between the employer and the EPWP Participants
- Attendance Registers for the EPWP Participants
- Proof of Payment of EPWP Employees
- Monthly Reporting Template as per EPWP requirements

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

Unit : The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications

Quantity : The number of units of work for each item

Rate : The payment per unit of work at which the Bidder bids to do the work

Amount : The quantity of an item multiplied by the bided rate of the (same) item

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Sum : An amount bided for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

15. The units of measurement indicated in the Bill of Quantities are metric units. The following abbreviations may appear in the Bill of Quantities:

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m <sup>2</sup>	=	square metre
m <sup>2</sup> -pass	=	square metre-pass
ha	=	hectare
m <sup>3</sup>	=	cubic metre
m <sup>3</sup> -km	=	cubic metre-kilometre
kW	=	kilowatt
kN	=	kilonewton
kg	=	kilogram
t	=	ton (1 000 kg)
%	=	per cent
MN	=	meganewton
MN-m	=	meganewton-metre
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum

Contractor

Witness 1

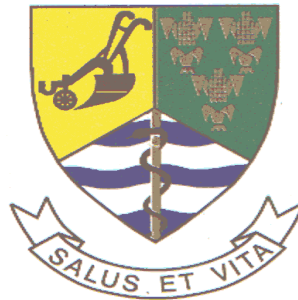
Witness 2

Employer

Witness 1

Witness 2

# BELA-BELA LOCAL MUNICIPALITY



**BID NO: 9/3/1/432**

**UPGRADING OF PIENAARSRIVER SEWER PUMP STATION (WARD 8)**

<b>C2.2 BILL OF QUANTITIES</b>
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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

**SECTION 1 PART A: PRELIMINARY & GENERAL (P&G) MASTER FRAMEWORK**

ITEM	PAYMENT CLAUSES	DESCRIPTION	UNIT	QUANTITY	RATE (R)	AMOUNT (R)
<b>1.1</b>	<b>SANS 1200 A: 8.3</b>	<b>Contractual Requirements Including Sureties and Insurance</b>				
1.1.1	SANS 1200 A: 8.3.1	Fixed-charge contractual requirements (performance guarantees and baseline overheads)	Sum	1.00		
1.1.2	SANS 1200 A: 8.3.2	Value-related contractual requirements (contractor's all-risk insurance and public liability)	Sum	1.00		
<b>1.2</b>	<b>SANS 1200 A: 8.4</b>	<b>Facilities for Engineer</b>				
1.2.1	SANS 1200 A: 8.4.1	Furnished office - 2 No. (Provisional site desks, chairs, and plan layouts)	Sum	1.00		
1.2.2	SANS 1200 A: 8.4.2	Name boards - 1 No. (One standard statutory contract notice board)	No.	1.00		
1.2.3	SANS 1200 A: 8.4.3	Provision of survey equipment (PSAB6 standard compliant kits)	Sum	1.00		
1.2.4	SANS 1200 A: 8.4.4	Survey Assistants (PSAB5 temporary technical support allocation)	Sum	1.00		
<b>1.3</b>	<b>SANS 1200 A: 8.4</b>	<b>Facilities for Contractor</b>				
1.3.1	SANS 1200 A: 8.4.5	Offices and storage sheds (Lockable steel storage containers for materials)	Sum	1.00		
1.3.2	SANS 1200 A: 8.4.6	Site workshops (On-site carpentry and steel cutting assembly areas)	Sum	1.00		
1.3.3	SANS 1200 A: 8.4.7	Living accommodation (Provisional security overnight shelter facilities)	Sum	1.00		
1.3.4	SANS 1200 A: 8.4.8	Ablution and latrine facilities (Chemical site toilets including weekly servicing)	Sum	1.00		
1.3.5	SANS 1200 A: 8.4.9	Tools and equipment (Standard trade mechanical mixers, compactors, and hand tools)	Sum	1.00		
1.3.6	SANS 1200 A: 8.4.10	Water supplies, electric power, and communications (Site connections/generator fuel)	Sum	1.00		
1.3.7	SANS 1200 A: 8.4.11	Dealing with water (Provisional structural dewatering pump systems)	Sum	1.00		
1.3.8	SANS 1200 A: 8.4.12	Access (Temporary construction vehicle entry tracks and stabilization)	Sum	1.00		
1.3.9	SANS 1200 A: 8.4.13	Plant (Mobilization and transport of heavy earthmoving machinery to site)	Sum	1.00		
1.3.10	SANS 1200 A: 8.4.14	Materials on site storage and protection (Weatherproof sheeting and palletes)	Sum	1.00		
1.3.11	SANS 1200 A: 8.4.15	Accommodation of traffic (Road warning flags and bypass signage during construction)	Sum	1.00		
1.3.12	SANS 1200 A: 8.4.16	Labour intensive activity training (Skills orientation briefings)	Sum	1.00		
<b>SUB-TOTAL CARRIED FORWARD</b>						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**SECTION 1 PART A: Preliminary & General (P&G) Master Framework**

ITEM	PAYMENT CLAUSES	DESCRIPTION	UNIT	QUANTITY	RATE (R)	AMOUNT (R)
<b>BALANCE BROUGHT FORWARD</b>						
<b>1.4</b>	<b>SANS 1200 A: 8.5</b>	<b>Other Fixed Charge Obligations</b>				
1.4.1	SANS 1200 A: 8.5.1	Health & Safety Obligations (Safety files, appointments, and compliance reviews)	Sum	1.00		
1.4.2	SANS 1200 A: 8.5.2	Environmental Obligations (Erosion mitigation and structural protection zones)	Sum	1.00		
1.4.3	SANS 1200 A: 8.5.3	EPWP Obligations and Labour-intensive Requirements (Reporting administrative logs)	Sum	1.00		
1.4.4	SANS 1200 A: 8.5.4	Safety PPE for EPWP Workers (High-visibility vests, boots, gloves, and hardhats)	Sum	1.00		
1.4.5	SANS 1200 A: 8.5.5	Socio-Economic Development Obligations (Local supplier engagement frameworks)	Sum	1.00		
1.4.6	SANS 1200 A: 8.5.6	All Other Fixed-charge Obligations (Unforeseen structural administrative charges)	Sum	1.00		
1.4.7	SANS 1200 A: 8.5.7	Removal of Site Establishment (Post-project clearance and topsoil restoration)	Sum	1.00		
<b>SECTION 1: P&amp;G SUB-TOTAL CARRIED TO SUMMARY</b>						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**SECTION 2 PART B: PRELIMINARY & GENERAL (P&G) TIME-RELATED OBLIGATIONS**

ITEM	PAYMENT CLAUSES	DESCRIPTION	UNIT	QUANTITY	RATE (R)	AMOUNT (R)
<b>2.1</b>	<b>SANS 1200 A: 8.4</b>	<b>Contractual Requirements &amp; Engineer's Facilities</b>				
2.1.1	SANS 1200 A: 8.4.1	Time-related contractual requirements (running insurance policies & performance security maintenance)	Month	11.00		
2.1.2	SANS 1200 A: 8.4.2	Furnished office - 1 No. (Monthly operations, cleaning, and upkeep for the engineer)	Month	11.00		
2.1.3	SANS 1200 A: 8.4.3	Name boards - 2 No. (Maintenance and statutory update of site visibility boards)	Month	11.00		
2.1.4	SANS 1200 A: 8.4.4	Survey equipment (PSAB6 calibration checks and monthly kit rental)	Month	11.00		
2.1.5	SANS 1200 A: 8.4.5	Survey assistants (PSAB5 running stipend and field team allowance)	Month	11.00		
<b>2.2</b>	<b>SANS 1200 A: 8.4</b>	<b>Facilities for Contractor</b>				
2.2.1	SANS 1200 A: 8.4.6	Offices and storage sheds (Monthly lease of secured shipping container units)	Month	11.00		
2.2.2	SANS 1200 A: 8.4.7	Workshops (Running operational costs of central steel bending & timber yard tool shed)	Month	11.00		
2.2.3	SANS 1200 A: 8.4.8	Living accommodation (Running cost for night-shift guard post shell)	Month	11.00		
2.2.4	SANS 1200 A: 8.4.9	Ablution and latrine facilities (Monthly chemical toilet cleaning, chemical re-dosing, and replenishment)	Month	11.00		
2.2.5	SANS 1200 A: 8.4.10	Tools and equipment (Depreciation, maintenance, and running tool blades/consumables)	Month	11.00		
2.2.6	SANS 1200 A: 8.4.11	Water supplies, electric power, and communications (Monthly connection charges, data routers, and fuel)	Month	11.00		
2.2.7	SANS 1200 A: 8.4.12	Dealing with water (Running costs for trench drainage, sump control, and pumping)	Month	11.00		
2.2.8	SANS 1200 A: 8.4.13	Access (Upkeep and grading of temporary access roads during weather events)	Month	11.00		
2.2.9	SANS 1200 A: 8.4.14	Plant (Monthly mechanical plant asset storage, inspections, and standing time management)	Month	11.00		
<b>2.3</b>	<b>SANS 1200 A: 8.5</b>	<b>Management, Supervision &amp; Administration Overheads</b>				
2.3.1	SANS 1200 A: 8.5.1	Supervision for Duration of the Contract (Site Agent and General Foreman monthly salaries)	Month	11.00		
2.3.2	SANS 1200 A: 8.5.2	Overhead Costs for Duration of the Contract (Head office telephone, administrative payroll, offsite management)	Month	11.00		
2.3.3	SANS 1200 A: 8.5.3	Other Time Related Obligations (Community liaison officer running costs and site safety file monitoring)	Month	11.00		
<b>SUB-TOTAL CARRIED FORWARD</b>						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**SECTION 2 PART B: PRELIMINARY & GENERAL (P&G) TIME-RELATED OBLIGATIONS**

ITEM	PAYMENT CLAUSES	DESCRIPTION	UNIT	QUANTITY	RATE (R)	AMOUNT (R)
<b>BALANCE BROUGHT FORWARD</b>						
2.3.4	SANS 1200 A: 8.5.4	Environmental Management (SANS 1200 alignment audits, waste sorting bins, and spill kit checks)	Month	11.00		
2.3.5	SANS 1200 A: 8.5.5	Construction Management Administration (Monthly progress reports, bookkeeping, and bookkeeping tracking logs)	Month	11.00		
<b>SECTION 2: P&amp;G (TIME-RELATED) SUB-TOTAL CARRIED TO SUMMARY</b>						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**SECTION 3 PART C: PRELIMINARY & GENERAL (P&G) PROVISIONAL SUMS**

ITEM	PAYMENT CLAUSES	DESCRIPTION	UNIT	QUANTITY	RATE (R)	AMOUNT (R)
<b>3.1</b>	<b>SANS 1200 A: 8.6</b>	<b>Community Liaison &amp; Site Meeting Attendance</b>				
3.1.1	SANS 1200 A: 8.6.1	Provision for the employment of Community Liaison Officer (CLO) at R5,250/month	Prov. Sum	1.00	60,500.00	60,500.00
3.1.2	SANS 1200 A: 8.6.2	Overheads, charges and profit on item 3.1.1	%	60,500.00		
3.1.3	SANS 1200 A: 8.6.3	Provision for the employment of Health and Safety Representative (SHE Rep)	Prov. Sum	1.00	49,500.00	49,500.00
3.1.4	SANS 1200 A: 8.6.4	Overheads, charges and profit on item 3.1.3	%	49,500.00		
<b>3.2</b>	<b>SANS 1200 A: 8.6</b>	<b>Accredited Training, Skills &amp; Relocation of Existing Services</b>				
3.2.1	SANS 1200 A: 8.6.5	Provision for basic skills and construction site safety training	Prov. Sum	1.00	150,000.00	150,000.00
3.2.2	SANS 1200 A: 8.6.6	Overheads, charges and profit on item 3.2.1	%	150,000.00		
3.2.3	SANS 1200 A: 8.6.7	Provision for relocation/protection of existing services	Prov. Sum	1.00	75,000.00	75,000.00
3.2.4	SANS 1200 A: 8.6.8	Overheads, charges and profit on item 3.2.3	%	75,000.00		
<b>3.3</b>	<b>SANS 1200 A: 8.6</b>	<b>Engineering Tests, Audits &amp; Safety Compliance</b>				
3.3.1	SANS 1200 A: 8.6.9	Provision for routine tests required by Engineer	Prov. Sum	1.00	275,000.00	275,000.00
3.3.2	SANS 1200 A: 8.6.10	Overheads, charges and profit on item 3.3.1	%	275,000.00		
3.3.3	SANS 1200 A: 8.6.11	Provision for Occupational Health and Safety audits on site	Prov. Sum	1.00	40,000.00	40,000.00
3.3.4	SANS 1200 A: 8.6.12	Overheads, charges and profit on item 3.3.3	%	40,000.00		
3.3.5	SANS 1200 A: 8.6.13	Provision for Safety Representative on site during implementation	Prov. Sum	1.00	308,000.00	308,000.00
3.3.6	SANS 1200 A: 8.6.14	Overheads, charges and profit on item 3.3.5	%	308,000.00		
3.3.7	SANS 1200 A: 8.6.15	Provision for On-Job-Training of University Engineering Student	Prov. Sum	1.00	93,500.00	93,500.00
3.3.8	SANS 1200 A: 8.6.16	Overheads, charges and profit on item 3.3.7	%	93,500.00		
<b>SECTION 3: P&amp;G (PROVISIONAL SUMS) SUB-TOTAL CARRIED TO SUMMARY</b>						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**SECTION 4 PART D: PRELIMINARY & GENERAL (P&G) DAYWORKS SCHEDULE**

ITEM	PAYMENT CLAUSES	DESCRIPTION	UNIT	QUANTITY	RATE (R)	AMOUNT (R)
<b>4.1</b>	<b>SANS 1200 A: 8.7</b>	<b>Dayworks: Labour - Normal Working Hours [Provisional]</b>				
4.1.1	SANS 1200 A: 8.7.1	Contractor's Representative	hr	80.00		Rate Only
4.1.2	SANS 1200 A: 8.7.2	Surveyor	hr	40.00		Rate Only
4.1.3	SANS 1200 A: 8.7.3	Skilled Labour (Artisan)	hr	160.00		Rate Only
4.1.4	SANS 1200 A: 8.7.4	Semi-skilled Labour	W/day	30.00		Rate Only
4.1.5	SANS 1200 A: 8.7.5	Unskilled Labour	W/day	40.00		Rate Only
4.1.6	SANS 1200 A: 8.7.6	Foreman	W/day	20.00		Rate Only
4.1.7	SANS 1200 A: 8.7.7	Extra-over rate for items 4.1.1 to 4.1.6 for work during non-working hours	%	10.00%		Rate Only
<b>4.2</b>	<b>SANS 1200 A: 8.7</b>	<b>Dayworks: Materials [Provisional]</b>				
4.2.1	SANS 1200 A: 8.7.8	Allowance for Materials used under Dayworks	Sum	1.00	180,000.00	180,000.00
4.2.2	SANS 1200 A: 8.7.9	Overheads, Handling and all Charges on Item 4.2.1	%	180,000.00		Rate Only
<b>4.3</b>	<b>SANS 1200 A: 8.7</b>	<b>Dayworks: Plant - Heavy Equipment [Provisional]</b>				
4.3.1	SANS 1200 A: 8.7.10	Excavator - Size Cat 225	hr	32.00		Rate Only
4.3.2	SANS 1200 A: 8.7.11	Excavator - TLB	hr	48.00		Rate Only
4.3.3	SANS 1200 A: 8.7.12	Grader 140G or similar	hr	32.00		Rate Only
4.3.4	SANS 1200 A: 8.7.13	Front end loader - bucket capacity le 1.5 m3 (High Output)	hr	24.00		Rate Only
4.3.5	SANS 1200 A: 8.7.14	Front end loader - bucket capacity le 1.5 m3 (Standard)	hr	24.00		Rate Only
4.3.6	SANS 1200 A: 8.7.15	Tip truck - 5 m3 capacity	hr	60.00		Rate Only
4.3.7	SANS 1200 A: 8.7.16	Tip truck - 10 m3 capacity	hr	40.00		Rate Only
4.3.8	SANS 1200 A: 8.7.17	Vibratory compaction roller - 13.5 ton	hr	32.00		Rate Only
4.3.9	SANS 1200 A: 8.7.18	Honey sucker 8000 - 10 000 liters	hr	16.00		Rate Only
4.3.10	SANS 1200 A: 8.7.19	Transport cost to deliver to site and remove from site for items 0.13.1 to 0.13.8 (Flatbed truck 30 ton)	km	150.00		Rate Only
<b>SUB-TOTAL CARRIED FORWARD</b>						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**SECTION 4 PART D: PRELIMINARY & GENERAL (P&G) DAYWORKS SCHEDULE**

ITEM	PAYMENT CLAUSES	DESCRIPTION	UNIT	QUANTITY	RATE (R)	AMOUNT (R)
<b>BALANCE BROUGHT FORWARD</b>						
<b>4.4</b>	<b>SANS 1200 A: 8.7</b>	<b>Dayworks: Plant - Small Equipment [Provisional]</b>				
4.4.1	SANS 1200 A: 8.7.20	Pedestrian roller - BW90 or similar	hr	32.00		Rate Only
4.4.2	SANS 1200 A: 8.7.21	Vibratory plate compactor	hr	48.00		Rate Only
4.4.3	SANS 1200 A: 8.7.22	Vibratory rammer	hr	48.00		Rate Only
4.4.4	SANS 1200 A: 8.7.23	Transport cost to deliver to site and remove from site for items 4.4.1 to 4.4.3 (Flatbed truck 7 ton)	km	100.00		Rate Only
<b>4.5</b>	<b>SANS 1200 A: 8.7</b>	<b>Dayworks: Miscellaneous [Provisional]</b>				
4.5.1	SANS 1200 A: 8.7.24	Compressor with capacity of 125 cfm	hr	24.00		Rate Only
4.5.2	SANS 1200 A: 8.7.25	Water pump with 40 mm outlet (diesel driven)	hr	48.00		Rate Only
4.5.3	SANS 1200 A: 8.7.26	Welding unit (300 Amp)	hr	32.00		Rate Only
4.5.4	SANS 1200 A: 8.7.27	1,5 kVA diesel-driven generator set	hr	80.00		Rate Only
<b>SECTION 4: P&amp;G (DAYWORKS) SUB-TOTAL CARRIED TO SUMMARY</b>						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**SECTION 5.0 PART E: PRELIMINARY & GENERAL (P&G) TEMPORARY WORKS**

ITEM	PAYMENT CLAUSES	DESCRIPTION	UNIT	QUANTITY	RATE (R)	AMOUNT (R)
5.1	<b>SANS 1200 A: 8.8</b>	<b>Temporary Works: Infrastructure and Site Access</b>				
5.1.1	SANS 1200 A: 8.8.1	Provision and maintenance of construction access to sites, camp or pipeline routes as required by the contractor	Sum	1.00		
5.2	<b>SANS 1200 A: 8.8</b>	<b>Temporary Works: Safety Measures at Excavations</b>				
5.2.1	SANS 1200 A: 8.8.2	Provision of all safety measures required to fully protect all excavations against public access, injury or any other possible accident	Sum	1.00		
<b>SECTION 5: P&amp;G (TEMPORARY WORKS) SUB-TOTAL CARRIED TO SUMMARY</b>						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**SECTION 6: OPERATOR'S PRIMARY RESIDENCE (92 m<sup>2</sup>)**

ITEM	PAYMENT CLAUSES	DESCRIPTION	UNIT	QUANTITY	RATE (R)	AMOUNT (R)
6.1	SANS 1200 D: 8.3.2.1	Excavation in soft material for foundation strip footings, depth not exceeding 1.5m	m <sup>3</sup>	52.00		
6.2	SANS 1200 D: Clause 8.3.2 (b)	Extra-over for excavation in Hard Rock material encountered within all excavations	m <sup>3</sup>	30.00		
6.3	SANS 1200 D: Clause 8.3.9	Cart-away and legal disposal of surplus unserviceable hard rock material to a designated municipal dumping site	m <sup>3</sup>	15.00		
6.4	SANS 1200 D: 8.3.3.1	Import, fill, and compact earth layers under floors to 93% Mod AASHTO density	m <sup>3</sup>	35.00		
6.5	SANS 1200 TC: 8.2.1	Soil insecticide treatment under surface slabs and foundation walls	m <sup>2</sup>	92.00		
6.6	SANS 1200 G: 8.1.1	Mass concrete blinding layer (15 MPa) under foundational strip footings	m <sup>3</sup>	2.50		
6.7	SANS 1200 G: 8.4.2	Reinforced concrete (25 MPa) cast in foundation walls and 100mm floor slab	m <sup>3</sup>	14.50		
6.8	SANS 1200 G: 8.2.3	Supply and layout of Type Ref 246 high-tensile fabric reinforcement mesh	m <sup>2</sup>	92.00		
6.9	SANS 10400: C3.4	250 Micron green polyethylene damp-proof membrane (DPM) laid under slab	m <sup>2</sup>	92.00		
6.10	SANS 10400: K4.1.1	Double-skin (280mm) external brick walls built in Class II mortar	m <sup>2</sup>	132.00		
6.11	SANS 10400: K4.1.2	Single-skin (110mm) internal partition brick walls in Class II mortar	m <sup>2</sup>	85.00		
6.12	SANS 10400: K4.3	Galvanised brickforce reinforcement wire embedded into every 3rd course	m	650.00		
6.13	SANS 10400: C3.2	Embossed polyethylene damp-proof course (DPC) laid horizontally under walls	m	62.00		
6.14	SANS 10400: L2.1	Prefabricated timber roof trusses engineered for simple gable profile including bracing	No	13.00		
6.15	SANS 10400: L2.3	38 x 38 mm treated timber brandering and roof battens fixed to trusses	m	380.00		
6.16	SANS 10400: L4.2	0.5mm Chromadek corrugated roof sheeting fixed over timber structures with ridges	m <sup>2</sup>	125.00		
6.17	SANS 10400: L4.5	Woven polyolefin insulation membrane (Sisalation) laid under roof sheeting	m <sup>2</sup>	125.00		
6.18	SANS 613: A2	Standard residential steel window frames built into brickwork walls	No	8.00		
6.19	SANS 10400: N2.1	4mm Clear float glass fitted to steel windows with standard glazing putty	m <sup>2</sup>	18.00		
6.20	SANS 1200 HB: 8.2	1.2mm Thick steel door frames for external and internal openings	No	8.00		
6.21	SANS 10400: T3.1	Solid wood external doors fitted to frames including heavy-duty cylinder locksets	No	3.00		
6.22	SANS 1200 HB: 8.5	Semi-solid flush internal doors hung to frames including standard 2-lever locksets	No	5.00		
6.23	SANS 1200 MH: 8.1	Internal 1:4 cement plaster to brick wall surfaces, steel trowel finish	m <sup>2</sup>	434.00		
<b>SUB-TOTAL CARRIED FORWARD</b>						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**SECTION 6: OPERATOR'S PRIMARY RESIDENCE (92 m<sup>2</sup>)**

ITEM	PAYMENT CLAUSES	DESCRIPTION	UNIT	QUANTITY	RATE (R)	AMOUNT (R)
<b>BALANCE BROUGHT FORWARD</b>						
6.24	SANS 1200 MH: 8.2	External plaster to walls, wood float finish to receive paint coats	m <sup>2</sup>	132.00		
6.25	SANS 1200 MI: 8.3	Ceramic floor tiles fixed with waterproof adhesive and grouting across all rooms	m <sup>2</sup>	92.00		
6.26	SANS 1200 MG: 8.1	Plain 6mm gypsum plasterboard ceilings fixed onto brandering structures	m <sup>2</sup>	92.00		
6.27	SANS 1200 MG: 8.4	Decorative polystyrene cornices fixed to perimeter of ceiling linings	m	110.00		
6.28	SANS 10252: 1.5.1	Vitreous china close-coupled WC suites including matching flush cisterns	No	2.00		
6.29	SANS 10252: 1.5.3	Corner step-in shower assemblies including glass panels and waste fittings	No	2.00		
6.30	SANS 10252: 1.5.4	Double-bowl stainless steel kitchen sink unit fitted with deck mixer tap	No	1.00		
6.31	SANS 10254: 4.2	150-Litre electric hot water geyser complete with pressure control valves	No	1.00		
6.32	SANS 1200 HB: 8.8	Fitted Melamine floor and wall kitchen cupboards with post-form worktops	Sum	1.00		
6.33	SANS 1200 HB: 8.9	Built-in bedroom wardrobes floor-to-ceiling with Melamine finish lines	Sum	1.00		
6.34	SANS 10142: 1.6.1	12-Way flush-mounted electrical distribution board fitted with circuit breakers	No	1.00		
6.35	SANS 10142: 1.6.3	Indoor light points including standard energy-saving LED globe fittings	No	20.00		
6.36	SANS 10142: 1.6.4	Power plug points (double switch socket outlets) flush in walls	No	20.00		
6.37	SANS 10142: 1.6.8	Dedicated electrical power connection and isolator switch for hot water geyser	No	1.00		
6.38	SANS 1200 C: 8.3.1	Prepare surfaces, apply 1 coat primer and 2 coats acrylic paint to internal walls	m <sup>2</sup>	434.00		
6.39	SANS 1200 C: 8.3.2	Prepare surfaces, apply 1 coat primer and 2 coats weather-resistant PVA to outside walls	m <sup>2</sup>	132.00		
6.40	SANS 1200 C: 8.3.5	Matte white ceiling paint applied to ceiling boards and cornices	m <sup>2</sup>	92.00		
6.41	SANS 1200 C: 8.4.1	Protective metal primer and enamel gloss paint applied to steel frames	Sum	1.00		
<b>6.42</b>	<b>SANS 1200 G</b>	<b>Carport Concrete &amp; Earthworks</b>				
6.42.1	SANS 1200 G: Clause 8.1	Excavate, import G5 material, compact base, and cast a 150mm thick 25 MPa concrete surface bed slab for the double carport (6m x 5m) including Ref 100 mesh	m <sup>3</sup>	4.50		
6.42.2	SANS 1200 G: Clause 8.2	Excavate and cast 600 x 600 x 800mm unreinforced 25 MPa concrete pad footings for structural carport columns	No	2.00		
<b>SUB-TOTAL CARRIED FORWARD</b>						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**SECTION 6: OPERATOR'S PRIMARY RESIDENCE (92 m<sup>2</sup>)**

ITEM	PAYMENT CLAUSES	DESCRIPTION	UNIT	QUANTITY	RATE (R)	AMOUNT (R)
<b>BALANCE BROUGHT FORWARD</b>						
<b>6.43</b>	<b>SANS 1200 HB</b>	<b>Carport Structural Steel &amp; Roof</b>				
6.43.1	SANS 1200 HB: Clause 8.1	Supply and erect structural steel columns (100 x 100 x 4mm square hollow sections) and main frames, bolted to concrete pads with baseplates	t	0.35		
6.43.2	SANS 1200 HB: Clause 8.2	Supply and install cold-formed lip channels (150 x 50 x 20 x 2mm) as roof purlins, spaced at 1.2m centres	m	36.00		
6.43.3	SANS 1200 HB: Clause 8.4	Supply and fix 0.58mm industrial IBR profile Chromadek roof sheets, including premium side cladding/flashing to the pump station wall interface	m <sup>2</sup>	33.00		
6.43.4	SANS 1200 HB: Clause 8.5	Industrial-grade PVC seamless square guttering including downpipes directed to discharge at ground level	m	6.00		
6.43.5	SANS 1200 HB: Clause 8.7	Touch-up priming and two coats of high-durability gloss enamel paint to all exposed carport structural steel components	Sum	1.00		
<b>SECTION 6: (OPERATORS HOUSE) SUB-TOTAL CARRIED TO SUMMARY</b>						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**SECTION 7: GUARDHOUSE (25m<sup>2</sup>)**

ITEM	PAYMENT CLAUSES	DESCRIPTION	UNIT	QUANTITY	RATE (R)	AMOUNT (R)
7.1	SANS 1200 D: 8.3.2.1	Excavation in soft material for foundation strip footings, depth under 1.5m	m <sup>3</sup>	24.00		
7.2	SANS 1200 D: Clause 8.3.2 (b)	Extra-over for excavation in Hard Rock material encountered within all excavations	m <sup>3</sup>	12.00		
7.3	SANS 1200 D: Clause 8.3.9	Cart-away and legal disposal of surplus unserviceable hard rock material to a designated municipal dumping site	m <sup>3</sup>	6.00		
7.4	SANS 1200 TC: 8.2.1	Soil insecticide treatment under surface slab and foundation walls	m <sup>2</sup>	25.00		
7.5	SANS 1200 G: 8.1.1	Mass concrete blinding layer (15 MPa) under foundational strip footings	m <sup>3</sup>	1.00		
7.6	SANS 1200 G: 8.4.2	Reinforced concrete (25 MPa) cast in foundation walls and 100mm floor slab	m <sup>3</sup>	8.00		
7.7	SANS 1200 G: 8.2.3	Supply and layout of Type Ref 246 high-tensile fabric reinforcement mesh	m <sup>2</sup>	25.00		
7.8	SANS 10400: C3.4	250 Micron green polyethylene damp-proof membrane (DPM) laid under slab	m <sup>2</sup>	25.00		
7.9	SANS 10400: K4.1.1	Double-skin (280mm) external brick walls built in Class II mortar	m <sup>2</sup>	54.00		
7.10	SANS 10400: K4.1.2	Single-skin (110mm) internal partition brick walls in Class II mortar	m <sup>2</sup>	12.00		
7.11	SANS 10400: K4.3	Galvanised brick force reinforcement wire embedded into every 3rd course	m	170.00		
7.12	SANS 10400: C3.2	Embossed polyethylene damp-proof course (DPC) laid horizontally under walls	m	23.00		
7.13	SANS 10400: L2.1	Prefabricated timber roof trusses engineered for simple gable profile including bracing	No	6.00		
7.14	SANS 10400: L2.3	38 x 38 mm treated timber branding and roof battens fixed to trusses	m	100.00		
7.15	SANS 10400: L4.2	0.5mm Chromadek corrugated roof sheeting fixed over timber structures with ridges	m <sup>2</sup>	32.00		
7.16	SANS 10400: L4.5	Woven polyolefin insulation membrane (Sisalation) laid under roof sheeting	m <sup>2</sup>	32.00		
7.17	SANS 613: A2	Standard residential steel window frames built into brickwork walls	No	4.00		
7.18	SANS 10400: N2.1	4mm Clear float glass fitted to steel windows with standard glazing putty	m <sup>2</sup>	8.00		
7.19	SANS 1200 HB: 8.2	1.2mm Thick steel door frames for external and internal openings	No	3.00		
7.20	SANS 10400: T3.1	Solid wood external door fitted to frames including heavy-duty cylinder lockset	No	1.00		
7.21	SANS 1200 HB: 8.5	Semi-solid flush internal doors hung to frames including standard 2-lever locksets	No	2.00		
7.22	SANS 1200 MH: 8.1	Internal 1:4 cement plaster to brick wall surfaces, steel trowel finish	m <sup>2</sup>	100.00		
<b>SUB-TOTAL CARRIED FORWARD</b>						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**SECTION 7: GUARDHOUSE (25m<sup>2</sup>)**

ITEM	PAYMENT CLAUSES	DESCRIPTION	UNIT	QUANTITY	RATE (R)	AMOUNT (R)
<b>BALANCE BROUGHT FORWARD</b>						
7.23	SANS 1200 MH: 8.2	External plaster to walls, wood float finish to receive paint coats	m <sup>2</sup>	54.00		
7.24	SANS 1200 MI: 8.3	Ceramic floor tiles fixed with waterproof adhesive and grouting across floor area	m <sup>2</sup>	25.00		
7.25	SANS 1200 MG: 8.1	Plain 6mm gypsum plasterboard ceilings fixed onto brundering structures	m <sup>2</sup>	25.00		
7.26	SANS 1200 MG: 8.4	Decorative polystyrene cornices fixed to perimeter of ceiling linings	m	35.00		
7.27	SANS 10252: 1.5.1	Vitreous china close-coupled WC suite including matching flush cistern	No	1.00		
7.28	SANS 10252: 1.5.4	Single-bowl stainless steel kitchenette sink unit fitted with mixer tap	No	1.00		
7.29	SANS 10254: 4.2	100-Litre compact electric hot water geyser complete with pressure safety valves	No	1.00		
7.30	SANS 1200 HB: 8.8	Fitted Melamine kitchenette cupboards floor and wall units with post-form tops	Sum	1.00		
7.31	SANS 10142: 1.6.1	Integrated electrical sub-distribution board and structural connection loop	No	1.00		
7.32	SANS 10142: 1.6.3	Indoor light points including standard energy-saving LED globe fittings	No	4.00		
7.33	SANS 10142: 1.6.4	Power plug points (double switch socket outlets) flush in walls	No	6.00		
7.34	SANS 10142: 1.6.8	Dedicated electrical power connection and isolator switch for hot water geyser	No	1.00		
7.35	SANS 1200 C: 8.3.1	Prepare surfaces, apply 1 coat primer and 2 coats acrylic paint to internal walls	m <sup>2</sup>	100.00		
7.36	SANS 1200 C: 8.3.2	Prepare surfaces, apply 1 coat primer and 2 coats weather-resistant PVA to outside walls	m <sup>2</sup>	54.00		
7.37	SANS 1200 C: 8.3.5	Matte white ceiling paint applied to ceiling boards and cornices	m <sup>2</sup>	25.00		
7.38	SANS 1200 C: 8.4.1	Protective metal primer and enamel gloss paint applied to steel frames	Sum	1.00		
<b>SECTION 7: (GUARDHOUSE) SUB-TOTAL CARRIED TO SUMMARY</b>						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**SECTION 8: PERIMETER SECURITY 240 M PALISADE & ELECTRIC FENCE**

ITEM	PAYMENT CLAUSES	DESCRIPTION	UNIT	QUANTITY	RATE (R)	AMOUNT (R)
8.1	SANS 1200 MI: 8.2.1	2.1m Galvanised steel palisade fencing panels fitted with 3-spike security tops	m	240.00		
8.2	SANS 1200 MI: 8.2.5	75x75mm Square steel posts planted securely in 15 MPa concrete footings	No	84.00		
8.3	SANS 1200 MI: 8.3.1	6m Wide times 2.1m high steel palisade sliding gate with floor tracks and stop post	No	1.00		
8.4	SANS 10142: 1.7.4	Heavy-duty gate automation motor complete with integrated battery backup systems	No	1.00		
8.5	SANS 10142: 2.4.1	8-Strand angled square-tubing extensions welded to posts and high-tensile wire	m	240.00		
8.6	SANS 10142: 2.4.5	Nemtek Merlin Stealth energiser unit, high-voltage lead-out cables, and earth spikes	Sum	1.00		
8.7	SANS 10142: 2.5.1	Compliant high-voltage warning signs, gate contact block, and structural Fence CoC	Sum	1.00		
8.8	SANS 1200 D: 8.3.2.1	Excavation in soft material for palisade footings, depth under 1.0m	m <sup>3</sup>	80.00		
8.9	SANS 1200 D: Clause 8.3.2 (b)	Extra-over for excavation in Hard Rock material encountered within all excavations	m <sup>3</sup>	12.00		
<b>SECTION 8: (PALISADE FENCING) SUB-TOTAL CARRIED TO SUMMARY</b>						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**SECTION 9: CIVIL SANITATION NETWORK**

ITEM	PAYMENT CLAUSES	DESCRIPTION	UNIT	QUANTITY	RATE (R)	AMOUNT (R)
9.1	SANS 10252: 2.4.1	Excavation, sub-structural bedding, and site installation of a 4,500L septic tank	No	1.00		
9.2	SANS 10400: P3.2.1	Excavation and construction of a 10mx1mx1.2m stone/geofabric soak-away trench	No	1.00		
9.3	SANS 1200 DB: 8.3.1	110mm Class 34 heavy-duty uPVC underground drainage piping with fittings	m	45.00		
<b>SECTION 9: (SANITATION) SUB-TOTAL CARRIED TO SUMMARY</b>						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**SECTION 10: PAVEMENT AND ACCESS ROAD 200M & STORMWATER CULVERT**

ITEM	PAYMENT CLAUSES	DESCRIPTION	UNIT	QUANTITY	RATE (R)	AMOUNT (R)
10.1	COTO 4.1.2.1 / 4.2	Cut-to-lock roadbed excavation, stripping topsoil to spoil, and 150mm compaction	m <sup>2</sup>	2,400.00		
10.2	COTO 5.2.3.2	Construction of 150 mm gravel sub-base layer stabilized with 3% road cement mix	m <sup>3</sup>	360.00		
10.3	COTO 5.1.2.1	Construction of 150 mm gravel road base-layer using imported G6 borrow pit material	m <sup>3</sup>	360.00		
10.4	SANS 1200 MJ: 8.2.1	Supply and installation of SABS-approved heavy-duty 80 mm interlocking block paving	m <sup>2</sup>	2,400.00		
10.5	SANS 1200 MJ: 8.2.3	Layout of a 25 mm washed river sand bedding layer and fine jointing sand sweepings	m <sup>2</sup>	2,400.00		
10.6	SANS 1200 MK: 8.2.1	Precast concrete Figure 3 mountable edge restraint kerbing lines set in concrete	m	800.00		
10.7	SANS 1200 LE: 8.2.1	Excavation, trench bedding, and laying of twin 6 m long varnothing450 mm concrete culvert pipes	m	12.00		
10.8	SANS 1200 G: 8.4.4	Cast in-situ structural concrete (20 MPa) for pipe inlet/outlet headwalls with aprons	Sum	1.00		
10.9	SANS 1430 / 1459	Application of retro-reflective road marking paint lines and fixed regulatory signage	Sum	1.00		
10.10	SANS 1200 A: 8.5.1	Thorough site cleaning, clearing of civil waste, and handover preparation work	Sum	1.00		
<b>SECTION 10: (ACCESS ROAD) SUB-TOTAL CARRIED TO SUMMARY</b>						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**SECTION 11: PUMPING EQUIPMENT & MECHANICAL INSTALLATIONS**

ITEM	PAYMENT CLAUSES	DESCRIPTION	UNIT	QUANTITY	RATE (R)	AMOUNT (R)
<b>11.1</b>	<b>SANS 1200 HA</b>	<b>Pumping Plant Isolation &amp; Primary Equipment Removal</b>				
11.1.1	SANS 1200 HA: 8.1	Provisional sum for the removal and storage of existing pumps with all associated mechanical and electrical work in the wet sump	Prov. Sum	1.00	45,000.00	45,000.00
11.1.2	SANS 1200 HA: 8.2	Contractor's overheads, handling charges, and profit on item 11.1.1	%	45,000.00		
<b>11.2</b>	<b>SANS 1200 HC</b>	<b>Main Wastewater Transfer Pumps &amp; Drive Assemblies</b>				
11.2.1	SANS 1200 HC: 8.3	Supply, install, and test Wastewater Transfer Pumps with 15 L/sec duty non-clogging centrifugal self-priming pumps (Gorman-Rupp T3CSC-B-4 or similar approved pumps) featuring metal bellows seal, automatic air release valve, 120V/240V casing heater, high pump temp shutdown kit, hard iron casing, and self-cleaning wear plate	No.	2.00		
11.2.2	SANS 1200 HC: 8.4	Supply galvanised base plate complete with guard, belt, and pulleys to suit approved pump or approved alternative transfer pump sets	No.	2.00		
11.2.3	SANS 1200 HC: 8.5	Supply, handle, and install 11kW / 4-pole / 380V / IP55 (1460 r/min) electrical motors with 380V three-phase power system and specialized electrical accessories	No.	2.00		
<b>11.3</b>	<b>SANS 1200 LK</b>	<b>Sewer Suction &amp; Delivery Pipework Refurbishment</b>				
11.3.1	SANS 1200 LK: 8.1	Refurbishment of existing suction and delivery manifold pipework inside pump station, including stripping out corroded lines and resetting structural pipeline alignments	Sum	1.00		
11.3.2	SANS 1200 LK: 8.4	Supply and install varnothering 200 mm flanged sewer butterfly gate valves complete with mechanical gearbox, integrated position indicator, and heavy-duty handwheel	No.	5.00		
11.3.3	SANS 1200 LK: 8.6	Supply and install varnothering 200 mm flanged sewer non-return valves (reflux valves) for the submersible pumps and submersible effluent grinder pump lines	No.	3.00		
<b>11.4</b>	<b>SANS 1200 HA</b>	<b>Mechanical Lifters &amp; Gantry Frameworks</b>				
11.4.1	SANS 1200 HA: 8.8	Installation of approximately 2-ton hook-type heavy-duty electric powered chain hoist system with 20m heavy-duty reinforced double chain and slag chain bag, installed complete for lifting pumping equipment as specified by the Engineer	No.	1.00		
<b>SECTION 11: (MECHANICAL &amp; PUMPING) SUB-TOTAL CARRIED TO SUMMARY</b>						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**SECTION 12.0: ELECTRICAL CONTROL, AUTOMATION & BACKUP SYSTEMS**

ITEM	PAYMENT CLAUSES	DESCRIPTION	UNIT	QUANTITY	RATE (R)	AMOUNT (R)
<b>12.1</b>	<b>SANS 10142: 1</b>	<b>Electrical Panels &amp; Structural Design Frameworks</b>				
12.1.1	SANS 10142: 1.6	Supply of Electrical Panel to operate the pump set Duty/Standby w/ pear ball level controls, dry run protection, flip/flop relay, IP55 enclosure with DOL starters, O/L Protection, main lock isolator, phase failure protection, and all electrical spare parts	Sum	1.00		
12.1.2	SANS 10142: 1.7	Provisional sum for the Electrical Control Panel and Voltage Regulation Designs for both primary pumps and the submersible effluent grinder pumps	Prov. Sum	1.00		
12.1.3	SANS 10142: 1.8	Contractor's overheads, handling charges, and profit on item 12.1.2	%	180,000.00		
<b>12.2</b>	<b>SANS 10142: 1</b>	<b>Pump Control Board (PCB) Refurbishment &amp; Telemetry</b>				
12.2.1	SANS 10142: 1.9	Refurbishment of electrical controls, including installation of a new main Pump Control Board (PCB) to facilitate automated and manual operations of three 11.0 kW 3ph 1450 r/min centrifugal pumps and two 4.00 kW 3ph 1450 r/min submersible effluent grinder pumps	No.	1.00		
12.2.2	SANS 10142: 2.1	Supply and install Radar 80GHz level metering instruments with integrated controller, 15m minimum metering range, 220V AC supply with continuous 4-20mA analogue output. All parameters and instrument adjustment must be Bluetooth adjustable from a Smartphone, Computer, and Suppliers App	Sum	1.00		
12.2.3	SANS 10142: 2.4	Supply and install heavy-duty pear-drop automated pump control level float switches including suspension cables, brackets, and interfaces inside wet wells for three sewer centrifugal pumps and two submersible effluent grinder pumps	No.	5.00		
<b>12.3</b>	<b>SANS 1200 C</b>	<b>Main Plant Cabling &amp; External Station Floodlighting</b>				
12.3.1	SANS 1200 C: 8.4	Supply, handle, and install all the electrical cabling required to operate the pumps, and linking with the standby generator, all complete to Engineer's Specifications	Sum	1.00		
12.3.2	SANS 10142: 1.12	Supply, mount, wire, and connect exterior day/night sensor controlled 200W industrial LED floodlights complete with galvanised mounting poles and protection cages outside and around the Pienaarsriver Pump Station perimeter	No.	10.00		
<b>12.4</b>	<b>SANS 1200 G</b>	<b>Standby Backup Generator Installation &amp; Platform</b>				
12.4.1	SANS 1200 G: 8.1	Excavation, structural backfill, compaction, and construction of a 6.00 m2 reinforced concrete slab (25 MPa, 150mm thick) serving as a level generator platform, including casting in 24 No. fixed varnothing20 mm high-tensile steel holding-down bolts	No.	1.00		
<b>SUB-TOTAL CARRIED FORWARD</b>						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**SECTION 12.0: ELECTRICAL CONTROL, AUTOMATION & BACKUP SYSTEMS**

ITEM	PAYMENT CLAUSES	DESCRIPTION	UNIT	QUANTITY	RATE (R)	AMOUNT (R)
<b>BALANCE BROUGHT FORWARD</b>						
12.4.2	SANS 10142: 1.15	Provision to supply, place on platform, and bolt down approximately 100 kVA three-phase silent diesel generator housed inside a weatherproof and sound-attenuated acoustic canopy enclosure	Prov. Sum	1.00	465,000.00	465,000.00
12.4.3	SANS 10142: 1.16	Provisional sum for the Electrical Control Panel and Voltage Regulation Designs for both primary pumps and the submersible effluent grinder pumps	Prov. Sum	1.00	120,000.00	120,000.00
12.4.4	SANS 10142: 1.17	Contractor's overheads, handling charges, and profit on item 12.4.2 & 12.4.3	%	585,000.00		
12.4.5	SANS 10142: 1.18	Supply and install automated changeover switchgear (Automatic Transfer Switch / ATS) panel and automated switch on-and-off system wired and linked directly to the main power distribution box (DB), including all electrical accessories	Sum	1.00		
<b>SECTION 12: (ELECTRICAL &amp; AUTOMATION) SUB-TOTAL CARRIED TO SUMMARY</b>						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**SECTION 13: STRUCTURAL ACCESS & SUMP CIVIL REFURBISHMENTS**

ITEM	PAYMENT CLAUSES	DESCRIPTION	UNIT	QUANTITY	RATE (R)	AMOUNT (R)
13.1	SANS 1200 HB: 8.1	Fabrication, removal of damaged units, and replacement of heavy-duty 900 x 900 mm cast iron/steel type structural manhole cover hot dip galvanised to prevent raw sewage gas corrosion	No.	2.00		
13.2	SANS 1200 HB: 8.3	Supply and install floor-fixed industrial galvanised steel safety handrails 50mm diameter pipe framework) around exposed internal sump chambers and floor openings	m	18.00		
13.3	SANS 1200 HB: 8.4	Supply and securely anchor new structural galvanised steel vertical cat-ladders (sump access ladders) fitted with standard safety cages and anti-slip rungs into wet/dry well wall faces	No.	3.00		
<b>SECTION 13: (SUMP ACCESS CIVIL) SUB-TOTAL CARRIED TO SUMMARY</b>						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**SECTION 14: PUMP STATION BUILDING REFURBISHMENT & CIVIL MAINTENANCE**

ITEM	PAYMENT CLAUSES	DESCRIPTION	UNIT	QUANTITY	RATE (R)	AMOUNT (R)
<b>14.1</b>	<b>SANS 1200 HW</b>	<b>Underground Concrete Wall Waterproofing</b>				
14.1.1	SANS 1200 HW: 8.1	High-pressure wash and prepare sub-surface concrete walls, raking out defective joints, and sealing structural cracks with heavy-duty epoxy injection mortars	m <sup>2</sup>	85.00		
14.1.2	SANS 1200 HW: 8.3	Supply and apply a multi-coat, fiber-reinforced cementitious crystalline waterproofing slurry (e.g., Vandex or Coprox) onto negative-pressure underground concrete wall faces to arrest active water ingress	m <sup>2</sup>	85.00		
<b>14.2</b>	<b>SANS 1200 C</b>	<b>Facility Structural Painting &amp; Refurbishment</b>				
14.2.1	SANS 1200 C: 8.2	Scrape, wire-brush, clean, and patch defective internal and external plastered walls of the pump station superstructure to receive new coatings	m <sup>2</sup>	340.00		
14.2.2	SANS 1200 C: 8.3	Supply and apply 1 coat alkali-resistant plaster primer and 2 coats specialized anti-fungal, chemical-resistant premium acrylic paint to internal walls and wet-well splash zones	m <sup>2</sup>	180.00		
14.2.3	SANS 1200 C: 8.4	Supply and apply 1 coat weathering primer and 2 coats heavy-duty exterior silicone-enhanced PVA coating to outside structural brickwork facades	m <sup>2</sup>	160.00		
14.2.4	SANS 1200 C: 8.6	Sand down, prime, and apply 2 coats high-gloss polyurethane enamel coating to high-wear metal surfaces including internal/external structural doors and steel window frames	Sum	1.00		
<b>14.3</b>	<b>SANS 1200 HB</b>	<b>Handrail Structural Repairs &amp; Welding</b>				
14.3.1	SANS 1200 HB: 8.6	Repair, re-align, and structurally stabilize loose or damaged existing galvanised steel pipe handrails, including cutting out corroded wall anchors, re-fixing with heavy-duty epoxy chemical anchors, and on-site welding	m	24.00		
14.3.2	SANS 1200 C: 8.7	Chemically treat repaired handrail weld joints with cold-galvanising zinc-rich compound, followed by 2 coats protective industrial gloss enamel paint	m	24.00		
<b>14.3</b>	<b>SANS 1200 G</b>	<b>Concrete Works (Structural)</b>				
14.3.1	SANS 1200 G: Clause 8.2	Formwork to sides of columns (unreinforced/reinforced)	m <sup>2</sup>	32.00		
14.3.2	SANS 1200 G: Clause 8.2	Formwork to soffit of roof slab (4m high scaffolding)	m <sup>2</sup>	60.00		
14.3.3	SANS 1200 G: Clause 8.4	Supply and fix High Tensile Steel Reinforcement (16mm)	t	2.20		
14.3.4	SANS 1200 G: Clause 8.4	Supply and fix Mild Steel Reinforcement (10mm stirrups)	t	0.60		
<b>SUB-TOTAL CARRIED FORWARD</b>						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**SECTION 14: PUMP STATION BUILDING REFURBISHMENT & CIVIL MAINTENANCE**

ITEM	PAYMENT CLAUSES	DESCRIPTION	UNIT	QUANTITY	RATE (R)	AMOUNT (R)
<b>Balance brought forward</b>						
14.3.5	SANS 1200 G: Clause 8.1	Cast 30 MPa/20mm Concrete in 300mm times 300mm columns	m <sup>3</sup>	2.88		
14.3.6	SANS 1200 G: Clause 8.1	Cast 30 MPa/20mm Concrete in 200mm thick roof slab	m <sup>3</sup>	12.00		
<b>14.4</b>	<b>SANS 1200 M</b>	<b>Brickwork</b>				
14.4.1	SANS 1200 M: Clause 8.1	230mm double-skin engineering brick walls in Class I mortar	m <sup>2</sup>	150.40		
14.4.2	SANS 1200 M: Clause 8.3	Brick force reinforcement layers every 3 courses	m	560.00		
<b>14.5</b>	<b>SANS 1200 HB</b>	<b>Structural Steel &amp; Metalwork</b>				
14.5.1	SANS 1200 HB: Clause 8.1	Heavy-duty double metal transformer-type door (2.4m times 2.4m) complete with frame, heavy-duty hinges, and locking mechanism	No.	1.00		
<b>14.6</b>	<b>SANS 1200 L</b>	<b>Finishes &amp; Waterproofing</b>				
14.6.1	SANS 1200 L: Clause 8.1	15mm cement plaster to internal and external brick faces	m <sup>2</sup>	300.80		
<b>SECTION 14: (BUILDING REFURBISHMENT) SUB-TOTAL CARRIED TO SUMMARY</b>						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**SECTION 15: WASTE STABILIZATION PONDS & WASTEWATER TREATMENT INFRASTRUCTURE**

ITEM	PAYMENT CLAUSES	DESCRIPTION	UNIT	QUANTITY	RATE (R)	AMOUNT (R)
<b>15.1</b>	<b>SANS 1200 D</b>	<b>Site Clearing, Emergent Weed Grubbing &amp; Sludge Removal</b>				
15.1.1	SANS 1200 D: 8.2.1	Clear and grub emergent weeds from pond verges (embankments) and internal pond basins, including complete excavation of thick matted bulrush weed rhizomes; load, haul, and dispose at approved spoil site within a 6.00 km free haul distance	m <sup>2</sup>	28,500.00		
15.1.2	SANS 1200 D: 8.3.1	Desludge blocked inflow/outflow channels, grit chambers, and interconnecting concrete pipes; extract consolidated silt/grime, stockpile on site for drying, and properly transport to a dedicated spoil site within a 6.00 km free haul distance	m <sup>3</sup>	450.00		
15.1.3	SANS 1200 D: 8.3.6	Empty and desludge active anaerobic and facultative pond cells (52,696 m <sup>3</sup> total combined capacity) by high-volume slurry pumping; separate heavy septage core, load onto tankers, and properly dispose at an authorized treatment works within a 6.00 km free haul distance	m <sup>3</sup>	14,500.00		
<b>15.2</b>	<b>SANS 1200 D</b>	<b>Embankment Earthworks &amp; Channel Civil Maintenance</b>				
15.2.1	SANS 1200 D: 8.3.3	Refurbishment of damaged internal and external earth embankments, including base scarification, moisture conditioning, and step-by-step backfill compaction of selected G5/G6 gravel material in layers not exceeding 150 mm, compacted to 93% of modified AASHTO density	m <sup>3</sup>	1,850.00		
15.2.2	SANS 1200 D: 8.2.4	Manual and mechanical cleaning of primary open wastewater distribution and bypass channels (measuring 700 mm wide times 500 mm depth), clearing out calcified organic scale and solid obstructions to restore designed open-channel flow profiles	m	1,150.00		
<b>15.3</b>	<b>SANS 1200 GE</b>	<b>Pond Liners &amp; Concrete Revetment Systems</b>				
15.3.1	SANS 1200 GE: 8.1	Supply, deploy, anchor, and thermal-weld high-performance reinforced PVC dam liners (800 gsm industrial grade), highly UV-stabilized and chemically resistant to industrial and domestic wastewater, including digging anchor trenches along embankment crests	m <sup>2</sup>	26,400.00		
15.3.2	SANS 1200 L: 8.4.1	Repair eroded or breached lining segments along critical embankment wave-action paths using Cast-in-situ Concrete Class 15/19 15 MPa / 19 mm stone aggregate), complete with wood-float surface finish and contraction joints	m <sup>3</sup>	195.00		
<b>15.4</b>	<b>SANS 10142: 1</b>	<b>Ultrasonic Instrumentation &amp; Telemetry Installations</b>				
15.4.1	SANS 10142: 1.8	Supply, install, and calibrate Mobrey Ultrasonic non-contact instrumentation systems including 3 No. MSP900SH Level Transmitters and 3 No. MSP900FH Flow Transmitters, mounted on concrete parshall flumes/chambers, complete with micro-processor control units and weather-shield brackets	No.	3.00		
<b>SUB-TOTAL CARRIED FORWARD</b>						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**SECTION 15: WASTE STABILIZATION PONDS & WASTEWATER TREATMENT INFRASTRUCTURE**

ITEM	PAYMENT CLAUSES	DESCRIPTION	UNIT	QUANTITY	RATE (R)	AMOUNT (R)
Balance brought forward						
<b>15.5</b>	<b>SANS 1200 HA</b>	<b>Irrigation Pump Station Refurbishment</b>				
15.5.1	SANS 1200 HA: 8.4	Provisional for comprehensive overhaul and refurbishment of the Existing Irrigation Pump Station, including servicing high-pressure centrifugal delivery pumps, replacing defective suction foot-valves, updating pressure gauges, and recoating internal manifold pipelines	Prov. Sum	1.00	948,000.00	948,000.00
15.5.2	SANS 10142: 1.9	Provisional for overhaul of the existing irrigation electrical starter panels, incorporating new electronic overload relays, circuit breakers, and interface terminations linked to the new ultrasonic level controls	Prov. Sum	1.00	285,000.00	285,000.00
15.5.3	SANS 10142: 1.10	Contractor's overheads, handling charges, and profit on item 15.5.1 & 15.5.2	%	1,233,000.00		
<b>SECTION 15: (WASTEWATER PONDS) SUB-TOTAL CARRIED TO SUMMARY</b>						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**SECTION 16: WASTE STABILIZATION PONDS – FLOW CONTROL INFRASTRUCTURE**

ITEM	PAYMENT CLAUSES	DESCRIPTION	UNIT	QUANTITY	RATE (R)	AMOUNT (R)
<b>16.1</b>	<b>SANS 1200 HC</b>	<b>Sluice Gate Fabrication &amp; Installation Mechanical Works</b>				
16.1.1	SANS 1200 HC: 8.1	Manufacture, supply, and deliver 700 mm wide x 500 mm deep vertical slide sluice gates constructed from 3CR12 stainless steel to prevent raw wastewater corrosion, including handwheel-operated non-rising spindle, neoprene seals, and heavy-duty frame profiles	No.	10.00		
16.1.2	SANS 1200 HC: 8.4	Install vertical sluice gates into existing concrete wastewater channel faces, including chemical anchoring of guide tracks with grade 316 stainless steel studs and heavy-duty epoxy grout sealing	No.	10.00		
<b>16.2</b>	<b>SANS 1200 L</b>	<b>Channel Structural Modifications &amp; Grouting</b>				
16.2.1	SANS 1200 L: 8.3	Core drilling and chipping of existing 700 mm x 500 mm concrete channel walls to create flush sealing recesses for new gate frames, including cleaning out loose concrete debris	No.	10.00		
16.2.2	SANS 1200 L: 8.5	Apply high-strength, non-shrink structural grout (e.g., SikaGrout-212) around embedded frames to ensure completely water-tight channel isolation during gate closures	Sum	1.00		
<b>SECTION 16: (SLUICE GATES) SUB-TOTAL CARRIED TO SUMMARY</b>						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**MASTER SUMMARY SHEET**

SECTION CODE	DESCRIPTION OF INFRASTRUCTURE	AMOUNT (R)
SECTION 1	Fixed: Charge P&G Framework	
SECTION 2	Time: Related P&G Framework	
SECTION 3	Statutory Provisional Sums Schedule	
SECTION 4	Provisional Dayworks Schedule	
SECTION 5	Site Temporary Works & Safety Operations	
SECTION 6	Operator's Primary Residence 92 m <sup>2</sup> Footprint Finishes	
SECTION 7	Guardhouse Kiosk Security Module 25 m <sup>2</sup> Footprint Layout	
SECTION 8	Perimeter Fencing Grid 240 m Energized Palisade Barrier	
SECTION 9	Central Civil Sanitation Network (4500L Septic Tank & Filter Trench	
SECTION 10	Interlocking Precast Pavement Access Road 200 m Civil Core Layout	
SECTION 11	Main Pumping Plant Equipment Mechanical Installations	
SECTION 12	Electrical Control Panels, Automation Telemetry & 100kVA Generator	
SECTION 13	Sump Wet: Well Access Structures & Safety Balustrades	
SECTION 14	Primary Pump Station Facility Building Refurbishment & Wall Sealing	
SECTION 15	Waste Stabilization Ponds & Bulk Wastewater Sludge Infrastructure	
SECTION 16	Wastewater Channels Flow Control Vertical Sluice Gates	
<b>TOTAL COMBINED BASE PROJECT SUB: TOTAL</b>		
ADD: CONTINGENCIES (CALCULATED AT 10.00%)		
<b>TOTAL COMPREHENSIVE PROJECT ESTIMATION VALUE (Excl. VAT)</b>		
ADD: VALUE ADDED TAX (CALCULATED AT 15.00%)		
<b>TOTAL COMPREHENSIVE PROJECT ESTIMATION VALUE (Incl. VAT)</b>		

SIGNATURE OF TENDERER:

\_\_\_\_\_

NAME IN BLOCK LETTERS:

\_\_\_\_\_

COMPANY NAME:

\_\_\_\_\_

\_\_\_\_\_

DATE:

\_\_\_\_\_

Contractor

Witness 1

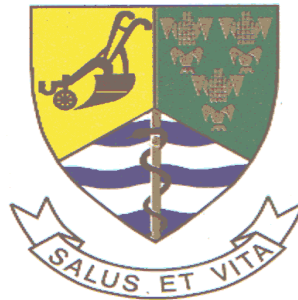
Witness 2

Employer

Witness 1

Witness 2

# BELA-BELA LOCAL MUNICIPALITY



**BID NO: 9/3/1/432**

**UPGRADING OF PIENAARSRIVER SEWER PUMP STATION (WARD 8)**

**C3 SCOPE OF WORK**

- C3.1 Description of the Works
- C3.2 Engineering
- C3.3 Procurement
- C3.4 Construction
- C3.5 Management
- C3.6 Annexures

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**C3.1 DESCRIPTION OF WORKS****C3.1.1 General Description of the project.**

The project entails upgrading the existing sewer pump station, wastewater stabilization ponds:

**3.1.1.1 Employer's Objectives**

The Employer's objective is:

- Reducing flies transmitting communicable diseases to humans, including typhoid fever, dysentery, cholera, poliomyelitis among others. Flies regurgitate and excrete wherever they come to rest and thereby mechanically transmit disease organisms.
- Addressing sewage overflows exposing the residents of Pienaarsriver, especially children playing in the overflowing sewage and women engaged in their daily chores, to high risk of waterborne diseases such as cholera, typhoid, and dysentery.
- Mitigation against groundwater pollution, thus reducing sewer overflows posing potential groundwater aquifer contamination with several pollutants including nitrates and E. coli. Thus, exposing the beneficiary communities of Bela-Bela to high risk of "blue babies" resulting from high-levels of nitrate concentration in drinking water and waterborne diseases indicated above.
- Provide employment and skills transfer opportunities to unemployed people within the project area by using labour intensive construction methods where feasible. A formal Contract will be entered into with the hired labour.
- Mitigation against risk of transmission of high risk of waterborne *diseases such as cholera, typhoid and dysentery*

Labour-intensive works comprise the activities described in the labour-intensive specification. Such works shall be constructed using local workers who are temporarily employed in terms of this Specification Data.

**Labour-intensive works.**

Labour-intensive works comprise the activities described in SANS 1921-5, Earthworks activities which are to be performed by hand, and its associated specification data. Such works shall be constructed using local labour to be temporarily employed in terms of this Scope of Work.

**C3.1.2 Overview of the works.**

The project entails upgrading existing sewer pump station, wastewater stabilization ponds.

**C3.1.3 Extent of Works.**

The scope of works is described as follows:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (1) Site establishment including clearing the pump station site, disposal of solid waste littered around the facility and contractual requirements.
- (2) Refurbishment of the pump station including extending the pumphouse, water proofing of the underground concrete walls, painting of the facility and fixing the handrails.
- (3) Construction of a new operator's facility with floor area of approximately 92.00 m<sup>2</sup> including electrical and plumbing accessories.
- (4) Construction of approximately 25.00 m<sup>2</sup> new guardhouse including new access gate, kitchenette, toilet facilities and electrical accessories.
- (5) Refurbishment of the existing security fence including extending the boundaries with approximately 240.00 m to incorporate the new guardhouse and operators' facility.
- (6) Construction of approximately 200.00 m paved access road including cut to stockpile or spoil, 150 mm of roadbed, construction of pavement layers, thus 150 mm stabilized gravel sub-base layer, 150 mm base-layer constructed of G6 gravel from borrow-pits, and installation of 80 mm (3.20 kg) interlocking concrete paving blocks and construction of 6m long 2xØ450 mm (381 kg/m) stormwater culvert, installation of permanent road signs and road markings, and cleaning of the site after completion.
- (7) Clear and grab emergent weeds from the appurtenant (verges) and bottom of the sewer ponds including the bulrush weeds rhizomes (thick matted root-like structures) and dispose with free haul distance to spoil site 6.00 km.
- (8) Refurbishment of the embankments including base preparations and compaction of material in layers of 150 mm using gravel selected material compacted to 93 % of modified AASHTO density (150 mm thickness).
- (9) Cleaning of the wastewater channels measuring 700 mm wide and 500 mm depth.
- (10) Desludging blocked channels and pipes, stockpile and properly dispose with free haul distance to spoil site 6.00 km.
- (11) Empty or desludge the existing pond by pumping effluent and properly dispose with free haul distance to spoil site 6.00 km.
- (12) Repairing lining around the pond's embankment surfaces with Cast-insitu Concrete Class 15/19.
- (13) Installation of three Mobrey Ultrasonic MSP900SH Level and MSP900FH Flow Transmitters.
- (14) Installation of high-performance reinforced PVC dam liners 800 gsm grades, suitable for industrial wastewater.
- (15) Replacement of approximately two 900 x 900 mm heavy duty galvanised steel manhole covers, including installation of galvanised steel handrails and new galvanised steel sump access ladders.
- (16) Installation of two new sewer transfer pumps which includes three 120 m<sup>3</sup>/h duty centrifugal (self-priming) pumps with minimum 11.0 kW (1450 r/min) electrical motors with operating with 380 V three-phase power system and electrical accessories.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (17) Installation of two new sewer submersible grinder pumps which includes three 37.08 m<sup>3</sup>/h duty SEG pumps with minimum 4.00 kW (1450 r/min) electrical motors with operating with 400-415 V, 50 Hz three-phase power system and electrical accessories.
- (18) Refurbishment suction and delivery pipework including installation of five manually operated Ø200 mm flanged sewer butterfly gate valves with gearbox, position indicator and handwheel and three Ø200 mm flanged sewer non-return valves for the centrifugal pumps and submersible effluent grinder pumps.
- (19) Refurbishment of the electrical controls including installation of new a Pump Control Board (PCB) to facilitate operations of the two 11.0 kW 3ph 1450 r/min centrifugal (self-priming) pumps, two 4.00 kW 3ph 1450 r/min submersible effluent grinder pumps and automation of pump station operations.
- (20) Installation of automated pump control level float switches for two sewer centrifugal pumps, two submersible effluent grinder pumps.
- (21) Installation of electricity and pumping equipment for the effluent transfer pump station.
- (22) Installation of back-up power system including approximately 100 kVA three-phase silent generator, automated switch on-and-off system linked to the main power distribution box (DB), electrical accessories and 6.00 m<sup>2</sup> concrete slab (generator platform with fixed Ø20 mm holding bolts).
- (23) Installation of ten floodlights outside and around the Pienaarsriver Pump Station.

#### C3.1.4 Location of the Works.

The project is in located in Pienaarsrivier which falls under Bela-Bela local municipality in the Limpopo Province. The Google Earth coordinates of the start and end positions of each street are as shown in the Table below.

Project Coordinates and Distance		
Latitude (S)	Longitude (E)	Location
S 25° 12' 56.34"	E 028° 17' 46.46"	0.30 km southwest of Pienaarsriver Settlement
Pienaarsriver (Ward 8) Sewer Pump Station		
S 25° 13' 23.11"	E 028° 17' 26.26"	1.32 km southwest of Pienaarsriver Pump Station
Wastewater Treatment Ponds		
S 25° 13' 10.89"	E 028° 17' 04.75"	1.52 km south of the Pienaarsriver Pump Station
Irrigation Dam		

#### C3.1.5 Access to the Site

Without limiting any of the Contractor's obligations or responsibilities under this contract, the Contractor will be deemed to have obtained all the necessary information pertaining to and have complied with all the regulations and procedures governing the use of

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

international, national, regional and local facilities such as site access, transport, handling and storage facilities including public and private roads, railways, airports, airways, border crossing and the like for the fulfilment of the contract.

### **C3.1.6 Supplying of Materials**

The Contractor shall secure and supply all material required for the contract. The Contractor shall also ensure that no delay is caused due to a shortage of material at any stage and shall secure and order the required materials well in advance.

The Contractor shall further check the quality and quantity of that required material before ordering. No claims for payment in excess incorrect material ordered due to this shall be considered.

### **C3.1.7 Access and Accommodation of traffic to site**

The Contractor shall be responsible for and obligated under this contract to grant reasonable access to the residents during construction.

Temporary deviations will be made along the portions of the road where the works will be implemented. The deviations will accommodate the traffic off the working areas by way of detours in order to provide access especially to the local destination points. All deviation and detours will be clearly indicated and controlled by way of temporary road signage as well as flagmen however access must be given to the residents.

Where temporary deviations are not possible, access will be provided to local residents during box cutting stage.

### **C3.1.8 Temporary Works.**

The temporary works will be identified during construction.

### **C3.1.9 General Information.**

#### **C3.1.9.1 Drawings.**

The reduced drawings contained in **Annexure C5.2** that form part of the tender document shall be used for tender purposes only. Further drawings are to be provided on an on-going basis by the Engineer during construction.

Any information in the possession of the Contractor, which the resident engineer requires to complete the as-built drawings, shall be supplied to the resident Engineer before a certificate of completion will be issued.

Only figured dimensions shall be used and drawings shall not be scaled unless so instructed by the Engineer. The Engineer will supply all figured dimensions omitted from the drawings.

#### **C3.1.9.2 Power, Water Supply and Other Services.**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

#### **C3.1.9.3 Contractor's Camp Site and Security.**

The Contractor shall make his own arrangements regarding the establishment of a camp site and housing for his construction personnel and all regulations stipulated by the local authority shall be adhered to.

It is anticipated that the Contractor's choice of a camp site will be influenced by the availability of telephone and electrical connections as well as the supply of potable water.

Provision is made in these specifications for the erection of a security fence around the site offices. The Contractor shall be responsible for the security of his personnel and constructional plant on and around the site of the works and for the security of his camp, and the Employer will consider no claims in this regard.

#### **C3.1.9.4 Additional Requirements for Construction Activities:**

C3.1.9.4.1 The Contractor may not commence constructional activities before adequate provision has been made to accommodate traffic in accordance with the requirements of this document and the South African Road Traffic Signs Manual.

C3.1.9.4.2 The Contractor shall submit proposals in connection with directional signs to the Engineer for approval.

#### **C3.1.9.5 Programme Requirements for Construction Activities**

The Contractor shall programme his activities to be suitable in terms of his resources to complete the contract inside the stipulated time period.

#### **C3.1.9.6 Construction in Confined Areas**

It may be necessary for the Contractor to work in confined areas. In certain areas the width of the fill material and pavement layers may reduce to zero and the working space may be confined. The method of construction in these confined areas depends on the Contractor's construction plant. However, the Contractor must note that measurement and payment will be in accordance with the specified cross-sections and dimensions, irrespective of the method used to achieve these cross-sections and dimensions, and that the rates and amounts tendered will be deemed to include full compensation for any special equipment or construction methods or for any difficulty encountered in working in confined areas and narrow widths, and 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.

#### **C3.1.10 Labour Regulations**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

Payment for works identified in clause 3.1.3 “the Extent of the Project” in the Project Specifications as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the scope of work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

**A28 Applicable labour laws.**

The Ministerial Determination for Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice N° R63 of 25 January 2002, as reproduced below, shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.

**A29 Introduction.**

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

**A29.2 In this document –**

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

**A30 Terms of Work.**

A30.1 Workers on an EPWP are employed on a temporary basis.

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

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

**A31 Normal Hours of Work.**

A31.1 An Employer may not set tasks or hours of work that require a worker to work–  
(a) more than forty hours in any week  
(b) on more than five days in any week; and  
(c) for more than eight hours on any day.

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

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

**A32 Meal Breaks.**

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

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

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

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

**A33 Special Conditions for Security Guards.**

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

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

**A34 Daily Rest Period.**

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

**A35 Weekly Rest Period.**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

**A36 Work on Sundays and Public Holidays**

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

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

A36.3 A task-rated worker who works on a public holiday must be paid –  
(a) the worker’s daily task rate, if the worker works for less than four hours;  
(b) double the worker’s daily task rate, if the worker works for more than four hours.

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

**A37 Sick Leave.**

A37.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.

A37.2 A worker who is unable to work on account of illness or injury is entitled to claim one day’s paid sick leave for every full month that the worker has worked in terms of a contract.

A37.3 A worker may accumulate a maximum of twelve days’ sick leave in a year.

A37.4 Accumulated sick-leave may not be transferred from one contract to another contract.

A37.5 An Employer must pay a task-rated worker the worker’s daily task rate for a day’s sick leave.

A37.6 An Employer must pay a time-rated worker the worker’s daily rate of pay for a day’s sick leave.

A37.7 An Employer must pay a worker sick pay on the worker’s usual payday.

A37.8 Before paying sick-pay, an Employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –

- (a) absent from work for more than two consecutive days; or
- (b) absent from work on more than two occasions in any eight-week period.

Contractor

Witness 1

Witness 2

Employer

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Witness 2

A37.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.

A37.10 A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

### **A38 Maternity Leave.**

A38.1 A worker may take up to four consecutive months' unpaid maternity leave.

A38.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.

A38.3 A worker must give her Employer reasonable notice of when she will start maternity leave and when she will return to work.

A38.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.

A38.5 A worker may begin maternity leave –  
 (a) four weeks before the expected date of birth; or  
 (b) on an earlier date –  
     (i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or  
     (ii) if agreed to between Employer and worker; or  
 (c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.

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

A38.7 A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the EPWP on which she was employed has ended.

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

A39.1 Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances -  
 (a) when the employee's child is born;  
 (b) when the employee's child is sick;  
 (c) in the event of a death of –  
     (i) the employee's spouse or life partner;  
     (ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

Contractor

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Witness 2

Employer

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**A40 Statement of Conditions.**

- A40.1 An Employer must give a worker a statement containing the following details at the start of employment –
- (a) the Employer's name and address and the name of the EPWP;
  - (b) the tasks or job that the worker is to perform; and
  - (c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
  - (d) the worker's rate of pay and how this is to be calculated;
  - (e) the training that the worker will receive during the EPWP.
- A40.2 An Employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
- A40.3 An Employer must supply each worker with a copy of these conditions of employment.

**A 41 Keeping Records.**

- A41.1 Every Employer must keep a written record of at least the following –
- (a) the worker's name and position;
  - (b) in the case of a task-rated worker, the number of tasks completed by the worker;
  - (c) in the case of a time-rated worker, the time worked by the worker;
  - (d) payments made to each worker.
- A41.2 The Employer must keep this record for a period of at least three years after the completion of the EPWP.

**A42 Payment.**

- A42.1 An Employer must pay all wages at least monthly in cash or by cheque or into a bank account.
- A42.2 A task-rated worker will only be paid for tasks that have been completed.
- A42.3 An Employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the Contractor having submitted an invoice to the Employer.
- A42.4 A time-rated worker will be paid at the end of each month.
- A42.5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- A42.6 Payment in cash or by cheque must take place –
- (a) at the workplace or at a place agreed to by the worker;
  - (b)
  - (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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

A42.7 An Employer must give a worker the following information in writing –  
 (a) the period for which payment is made;  
 (b) the numbers of tasks completed, or hours worked;  
 (c) the worker’s earnings;  
 (d) any money deducted from the payment;  
 (e) the actual amount paid to the worker.

A42.8 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.

A42.9 If a worker’s employment is terminated, the Employer must pay all monies owing to that worker within one month of the termination of employment.

**A43 Deductions.**

A43.1 An Employer may not deduct money from a worker’s payment unless the deduction is required in terms of a law.

A43.2 An Employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.

A43.3 An Employer will be responsible for payment or contribution of UIF for all workers employed under the project. Proof of payment of UIF shall be available upon request.

A43.4 An Employer who deducts money from a worker’s pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.

A43.5 An Employer may not require or allow a worker to –  
 (a) repay any payment except an overpayment previously made by the Employer by mistake;  
 (b) state that the worker received a greater amount of money than the Employer actually paid to the worker; or  
 (c) pay the Employer or any other person for having been employed.

**A44 Health and Safety.**

A44.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.

A44.2 A worker must–  
 (a) work in a way that does not endanger his/her health and safety or that of any other person;  
 (b) obey any health and safety instruction;  
 (c) obey all health and safety rules of the EPWP;  
 (d) use any personal protective equipment or clothing issued by the Employer;  
 (e) report any accident, near-miss incident or dangerous behaviour by another person to their Employer or manager.

Contractor

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Employer

Witness 1

Witness 2

**A45 Compensation for Injuries and Diseases**

- A45.1 It is the responsibility of the Employers (other than a Contractor) to arrange for all persons employed on a EPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- A45.2 A worker must report any work-related injury or occupational disease to their Employer or manager.
- A45.3 The Employer must report the accident or disease to the Compensation Commissioner.
- A45.4 An Employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The Employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

**A46 Termination.**

- A46.1 The Employer may terminate the employment of a worker for good cause after following a fair procedure.
- A46.2 A worker will not receive severance pay on termination.
- A46.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the Employer in advance to allow the Employer to find a replacement.
- A46.4 A worker who is absent for more than three consecutive days without informing the Employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.
- A46.5 A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period. 0630797957

**A47 Certificate of Service.**

- A47.1 On termination of employment, a worker is entitled to a certificate stating –
- (a) the worker's full name;
  - (b) the name and address of the Employer;
  - (c) the EPWP on which the worker worked;
  - (d) the work performed by the worker;
  - (e) any training received by the worker as part of the EPWP;
  - (f) the period for which the worker worked on the EPWP;
  - (g) any other information agreed on by the Employer and worker.

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Employer

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

Any dispute between the Contractor and labourers, regarding delayed payment or default in payment of fair wages, if not resolved immediately may compel the Employer to intervene.

The Employer may, upon the Contractor defaulting payment, pay the moneys due to the workers not honoured in time, out of any moneys due or which may become due to the Contractor under the Contract.

**A49 Provision of Hand tools.**

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

**A50 Personal & Other Protective Equipment (Sections 8/15/23 or the OHS Act)**

The Contractor is required to identify the hazards in the workplace and deal with them. He must either remove them or, where impracticable take steps to protect workers and make it possible for them to work safely and without risk to health under the hazardous conditions.

Personal Protective equipment (PPE) should, however, be the last resort and there should always first be an attempt to apply engineering and other solutions to mitigating hazardous situations before the issuing of PPE is considered.

Where it is not possible to create an absolutely safe and healthy workplace the Contractor is required to inform employees regarding this and issue, free of charge, suitable equipment to protect them from any hazards being present and that allows them to work safely and without risk to health in the hazardous environment.

It is a further requirement that the said equipment be maintained by the Contractor, that he instructs and trains the employees in the use of the equipment and ensures that the prescribed equipment is used by the employee/s.

Employees do not have the right to refuse to use/wear the equipment prescribed by the employer and, if it is impossible for an employee to use or wear prescribed protective equipment through health or any other reason, the employee cannot be allowed to continue working under the hazardous condition/s for which the equipment was prescribed but an alternative solution has to be found that may include relocating or discharging the employee.

The Contractor may not charge any fee for protective equipment prescribed by him/her but may charge for equipment under the following conditions:

- Where the employee requests additional issue in excess of what is prescribed
- Where the employee has patently abused or neglected the equipment leading to early failure
- Where the employee has lost the equipment

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All employees shall, as a minimum, be required to wear the following PPE on any Municipal projects:

- Protective overalls
- Protective footwear
- Protective headwear
- Eye/face protection

All PPE provided to local labour working on the Expanded Public Works Programme shall be branded in accordance with the EPWP CI Manual. Typical elements which shall be branded include:

- Protective overalls
- Reflective vests
- Protective headwear

The rate for local labour shall include for the supply of EPWP branded PPE in accordance with the Provincial EPWP specifications. The rate shall include the additional cost of the specified colours for the PPE and branding in accordance with CI manual.

## **A51 Community participation**

### **A51.1 Purpose**

In order to give effect to the need for participation and transparency in the process of appointing labour, the community should participate in the decision-making process throughout the life of a project. This shall be achieved through structured engagement between those responsible for the delivery of the project and the community.

### **A51.2 Structure and Composition**

A Project Steering Committee (PSC) may be formed from representatives of the Employer, the Engineer, the Contractor and the Community if the project is such that a specific community can be identified.

### **A51.3 Procedures**

The PSC deals with labour and SMME involvement on the project and shall meet at least once every month until such time as it is of the opinion that it could fulfil its tasks by meeting less frequently.

The PSC shall make recommendations by consensus. If consensus cannot be reached, the decision of the Employer will be final in cases that have no financial implications for the Contractor or where payment is to be made from PC items. Where the financial responsibility for the successful completion of the works rests with the Contractor, the Contractor's decision shall be final. In fulfilling its tasks, the PSC shall be guided by the relevant sections of this specification and the supplementary documents.

### **A51.4 Tasks of the PSC**

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- (a) To assist with community liaison and resolution of disputes.
- (b) To devise fair and transparent procedures that will assist the Contractor in the engagement of labour and the award of sub-contracts to SMME's.
- (c) To advise on and monitor labour issues.
- (d) To assist in resolving labour disputes.

#### **A51.5 Assistance to the PSC**

The Employer may appoint a competent local person as a Community Liaison Officer to assist the Engineer and the Contractor in the day-to-day liaison with the communities directly affected by the project.

#### **A52 Community liaison officer (CLO)**

The contractor or his appointed agent will appoint a Community Liaison Officer (CLO) after consultation with the local communities, the engineer and the employer. The contractor shall direct all his liaison efforts with the local communities through the appointed officer. The contractor shall, however, accept the appointed as part of his management personnel.

#### **A52.1 Duties of the Community Liaison Officer**

The Community Liaison Officer's duties will be:

- (a) To be available on site daily between the hours of 07h00 and 17h00 and at other time as the need arises. His normal working day will extend from 07h00 morning until 17h00 in the afternoon.
- (b) To determine, in consultation with the contractor, the needs of the temporary labour for relevant skills training. He will be responsible for the identification of suitable trainees and will attend one of each of the training sessions.
- (c) To communicate daily with the contractor and the engineer to determine the labour requirements with regard to numbers and skill, to facilitate in labour disputes and to assist in their resolution.
- (d) To assist in and facilitate in the recruitment of suitable temporary labour and the establishment of a "labour desk".
- (e) To attend all meetings in which the community and/or labour are present or are required to be represented.
- (f) To assist in the identification, and screening of labourers from the community in accordance with the contractor's requirements.
- (g) To inform temporary labour of their conditions of temporary employment and to inform temporary labourers as early as possible when their period of employment will be terminated.
- (h) To attend disciplinary proceedings to ensure that hearings are fair and reasonable.
- (i) To keep a daily written record of his interviews and community liaison.
- (j) To attend monthly site meetings to report on labour and RDP matters.
- (k) All such other duties as agreed upon between all parties concerned.
- (l) To submit monthly returns regarding community liaison.

#### **A52.2 Payment for the Community Liaison Officer**

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A special pay item is incorporated in section 1200 of the bill of quantities relating to payment of the liaison officer on a prime cost sum basis. This payment shall only be made for the full duration of the contract. The remuneration of the CLO shall be determined jointly by the contractor, engineer and employer.

### **A52.3 Period of employment of the Community Liaison Officer**

The period of employment of the community liaison officer shall be as decided upon jointly by the contractor, engineer and employer.

### **A53 Reporting.**

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

- Signed Muster rolls/pay sheets of temporary workers and permanent staff detailing the number, category, gender, rate of pay and daily attendance.
- Certified ID copies of all locally employed labour.
- Signed Contracts between the employer and the EPWP Participants
- Attendance Registers for the EPWP Participants
- Monthly Reporting Template as per EPWP requirements
- Plant utilization returns.
- Progress report detailing production output compared to the programme of works.

## **C3.2 ENGINEERING**

### **C3.2.1 Design services and activity matrix**

<b>Description</b>	<b>Responsibility</b>
Design of Works	Engineer
Concept, feasibility and overall process	Client
Basic Engineering and detail layouts to tender stage	Engineer
Final Design of Works	Engineer
Final Design approved for construction stage	Client
Preparation of tender documentation & adverts	Engineer
Appointment of soil test / topographical surveyors/ etc	Engineer/ Client
Risk assessment, quality assurance, Project Health and safety specifications and compliance	Engineer
Construction and appointment of sub-Contractors	Contractor
Supervision	Engineer
Preparation of as-built drawings	Contractor / Engineer
Completion certificate	Engineer or Client or Contractor

### **C3.2.2 Drawings.**

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The Engineer will provide the Contractor with three full sets of drawings, which will be used exclusively for the recording of as built information by the Contractor.

Only dimensions, positions, levels, co-ordinates etc. that change from the original values, will be required to be entered on these drawings. These drawings, fully marked up, will be handed to the Engineer at the issue of the Certificate of completion, which will not be issued until the as-built information has been received. The following drawings are applicable to this contract:

<b>DRAWINGS SCHEDULE</b>	
P00 097D/001	LOCALITY PLAN
P00 097D/002	PUMP HOUSE DETAILS
P00 097D/003	PUMP DELIVERY PIPEWORK DETAILS
P00 097D/004	GORMAN-RUPP PUMP MODEL
P00 097D/005	GUARD HOUSE PLAN
P00 097D/006	OPERATOR'S HOUSE PLAN
P00 097D/007	STEEL PALISADE FENCE DETAILS
P00 097D/008	NAME BOARD DETAILS

The applicable drawings mentioned above are attached at the end of this section.

**(C4 – Site Information).**

### **C3.3 PROCUREMENT**

#### **C3.3.1 Procurement principles**

The Tenderers notice is drawn to the fact that the awarding of this tender will be in terms of the Supply Chain Management Policy of the Bela-Bela Local Municipality.

The standard uniformity of construction in construction published by the Construction Industry Development Board (CIDB) as well as the National Treasury Standard for Infrastructure Procurement and Delivery Management (SIPDM) is adopted for the procurement of this contract, in order to establish the minimum requirements that:

- Promote cost efficiencies through the adoption of a uniform structure for procurement documents, standard component documents and generic solicitation procedures;
- Provide transparent, fair and equitable procurement methods and procedures in critical areas in the solicitation process;
- Ensure that the forms of contract that are used are fair and equitable for all parties to a contract; and
- Enable risk, responsibilities and obligations to be clearly identified.

#### **C3.3.2 Contractor's personnel**

The Contractor shall limit the utilization of his permanently employed personnel to the key personnel only on the Works, as defined below, and shall execute and complete the Works utilizing a temporary workforce employed directly by the Contractor and/or by his sub-Contractors, using the assistance of the Ward Councillor and his/her Project Steering

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Committee (PSC) from the various communities that are established within the same ward where the works will be executed.

Without derogating from the Contractor's obligations to complete the Works within the specific time for completion in terms of the General Conditions, the numbers in each category of the Contractor's key personnel, as stated by the Contractor in the Returnable Schedules, will be strictly controlled during the contract and any increase in numbers will be subjected to the prior approval of the Employer.

Key personnel means all contracts managers, site agents, site clerks, materials and survey technicians, quantity surveyors, trainers, supervisors, foremen, skilled plant operators, brick layers, welders, shutter hands and the like, and all other personnel in the permanent employ of the Contractor or his sub-Contractors who possess special skills, and or/ who play key roles within the Contractor's or his Sub-Contractor's operations.

The Engineer may at his discretion, upon receipt of a written and fully motivated application from the Contractor, and where he deems the circumstances so warrant, authorize in writing that the Contractor may utilize in the execution of the Works, workers not being his key personnel but who are in permanent employ. Without limiting the generality to warrant of this sub-clause, circumstances which may be considered by the Engineer to warrant authorization of the use of the Contractor's permanent employees other than key personnel include:

- a) The unavailability from local sources of sufficient numbers of temporary workers and/or sub-Contractors to execute the Works, provided always that the Contractor has satisfied the Engineer that has exercised his best endeavours and taken all reasonable actions to recruit sufficient temporary workers and sub-Contractors from local sources.
- b) The unavailability within the temporary worker pool and/or from Sub-Contractor sources available to the Contractor in terms of the Control, of sufficient skills necessary to execute the Works or specific portions thereof, in situations where the completion period allowed in the Contract is insufficient to facilitate the creation of the necessary a warrant provision of suitable training as contemplated in the Contract;
- c) Any other circumstances which the Engineer may deem as constitution a warrant.

### **C3.3.3 Temporary Workforce/ Employment of Local Labour**

The Contractor shall employ labour from the local communities that are within the same ward where the works will be executed, through the assistance of the Ward Councillor and his/her Project Steering Committee (PSC) from the various communities that are established within the same ward where the works will be executed.

Accordingly, the workforce that is employed on Site shall consist of local residents, except for approved key staff in the permanent employ of the Contractor, to maximum extent that is compatible with the requirements of Clause C.3.32.

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It is a specific criterion of this project that should as far as possibly adhere to EPWP principles, and to meet these principles the following procedures will be followed:

- a) All labour is to be sourced from the local communities that are within the same ward where the works will be executed, and the Contractor may only bring key personnel from outside this area.
- b) The fixed rate for the appointment of local labour will be as per the Department of Labour Ministerial determination applicable in that project duration. This will be payable by the Contractor on monthly basis.
- c) A Monthly labour report on all local labour i.e. payments and labour days should be submitted to the Engineer at the end of each month in order for the Engineer to submit a report to the Employer.

The Ward Councillor and his/her Project Steering Committee (PSC) shall assist in identifying available local labour and, where available semi-skilled labour as well as local Sub-Contractors. The Employer shall assist and advice regarding conditions of employment, minimum wages, disputes and disciplinary procedures. The function of the Ward Councillor, PSC and Employer shall however in no way diminish the responsibilities of the Contractor in terms of the Conditions of Contract.

### **C3.3.3.1 Requirements of Expanded Public Works Programme**

- **EPWP Project Specification**

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

- **Labour-intensive construction methods**

Labour-intensive construction shall mean the economically efficient employment of as great a portion of labour as is technically feasible to produce a standard of construction as demanded by the specifications with completion by the Due Completion Date, thus bringing about the effective substitution of labour for plant and equipment.

Appropriate portions of the Works included in the Contract shall be executed using labour-intensive construction methods.

Except where the use of plant is essential in order, in the opinion of the Engineer, to meet the specified requirements by the Due Completion Date, or where the use of plant is essential as a result of occupational health and safety considerations, the Contractor shall use only hand tools and equipment in the construction of those

portions of the Works that are required in terms of these Project Specifications to be constructed using labour-intensive construction methods.

These portions of the Works shall be constructed utilizing only locally employed labour and/or the labour of local subcontractors, supplemented by the Contractor's key personnel to the extent necessary and unavoidable, unless otherwise instructed by the Engineer and in accordance with the further provisions of the relevant sections of Portion B of the Project Specifications.

Subject to considerations of occupational health and safety, the portions of the Works to be executed using labour-intensive construction methods are:

- Clearing and grubbing of the Site;
- Excavation for structures up to 1,5 m deep;
- Bedding, selected fill, backfilling and compaction of all pipe trenches irrespective of depth, but assisted by mechanical compaction equipment in order to achieve the specified densities;
- Transportation and spoiling of all trench materials, where the disposal site is located within 20 metres of the source;
- Dismantling and re-erection of fences;
- Mixing and placing of concrete;
- Construction of all brickwork required for structures; and
- Cleaning and tidying up of the site.
- Any other manual work as assigned.

### **C3.3.3.2 Employment of unskilled and semi-skilled workers in labour-intensive works**

- **Requirements for the sourcing and engagement of labour**

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

The rate of pay set for the EPWP is **R 225.00** per task or per day.

Tasks established by the Contractor must be such that:

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

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

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;

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- 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.

- **Specific provisions pertaining to SANS 1914-5**

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

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

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

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

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

The cost of the formal training of targeted labour, will be funded by the Municipality where applicable.

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

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

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

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

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### C3.3.4 Sub-Contracting

Notwithstanding the requirement to sub-contract some of the works to local sub-Contractors; works may not be sub-contracted to another party unless approval is given by the Engineer in writing. The Contractor must advertise the sub-contracting packages in local public areas within the Municipal area and submit to the Engineer in writing a request for appointment of a particular sub-Contractor subsequent the evaluation of the submitted bids. Accompanying this request is to be the full detail of the sub-Contractor, including:

- Previous experience
- Work which will be sub-contracted to him/her
- Approximate value of the work to be sub-contracted.

Before the Engineer issues any certificate that includes any payment in respect of work done or goods supplied by any sub-Contractor appointed in accordance with the provisions of Clause 4.4 of the General Conditions of Contract Third Edition (2015), he shall be entitled to call upon the Contractor to furnish reasonable proof that all payments (less retention moneys) included in previous certificates in respect of the work or goods of such sub-Contractors have been made or discharged by the Contractor, in default of which, unless the Contractor:

- Informs the Engineer in writing that he has reasonable cause for withholding or refusing such payment; and
- Submits to the Engineer reasonable proof that he has so informed such sub-Contractor in writing.

## F4. JOB CREATION REPORTING FOR EPWP

In order to assist the Employer in complying with the goals of creating EPWP job opportunities, the Contractor must provide the following information for reporting purposes:

### F4.1 Type of project data required per project

Every EPWP project shall collect and keep specific project data for the purpose of EPWP progress reporting. ***The data that is required to be kept and maintained for each project includes:***

#### F4.1.1 Beneficiary data

A beneficiary list must be maintained for every project. The data required in this beneficiary list is indicated below. This data shall be recorded, checked and signed off by the Contractor on a weekly basis, and shall be submitted to the Employer at each monthly site meeting. The beneficiary list shall contain the following data and shall be kept and maintained on site for audit purposes:

- (a) Beneficiary identity – name, surname, initials, date of birth and identity number (or other unique identifier) plus certified copy of ID book (or another unique identifier).

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- (b) Beneficiary profiles – nationality, gender, age, education level and disability status.
- (c) Monthly work data for beneficiaries – daily wage to be received, number of calendar days training attended, and number of calendar days worked.

#### F4.1.2 Project work data

This generally seeks to confirm the number of people at work daily on the project. The following data must be recorded and maintained on site by the Contractor, in order that it can be provided by the Employer to the National Department of Public Works upon request when the latter is undertaking sample auditing. The documentation that should be kept includes:

- (a) Daily attendance register – register for each day showing all the workers that were registered as being at work on that day. Attendance registers shall be completed on site on a daily basis and signed off by the Contractor on a weekly basis.
- (b) Summary of monthly attendance.

#### F4.1.3 Project payment data

This generally seeks to confirm what was paid, for how much work and to whom. It is required that the Contractor adopt one of the following methods as standard procedure for recording and maintaining this information:

- (a) Payment register – this is a list of the workers showing the wages paid to each worker and signed off by each worker as proof of receipt and acceptance of payment. Information on this register must include the name of the worker, either an identity number or other unique identifier, the number of calendar days that the pay period covers, the wage rate and the total wages paid.

***Alternatively,***

- (b) Bank records showing the transfers to each worker account, signed off by the Contractor as proof of payment – these bank records must specifically show the name of the worker, either an identity number or other unique identifier, the period which the pay covers and the total wages paid.

*The project payment data, as recorded and maintained by the Contractor in terms of either (a) or (b) above, must be available and applicable for the entire period for which the Employer claims an incentive reward for person-days of work created in terms of the project.*

#### F4.1.4 Employment output data

The Contractor shall submit to the Employer at each monthly site meeting the data necessary to enable the Employer to calculate the following employment output data:

- (a) Number of work opportunities created (where one work opportunity = paid work created for one individual on an EPWP project, for any period of time).

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- (b) Number of person-days of work created (where one person-day = one day of work carried out by one individual). The total number of person-days of work created on a particular EPWP project shall be obtained by summing the total number of person-days worked by each individual employed during the course of that EPWP project.
- (c) Number of Full Time Equivalent (FTEs) created (= total number of person-days of work created on the EPWP project divided by 230 working days). In terms of EPWP policy, one year of work created for one individual is assumed to comprise a total of 230 days of paid work carried out by that individual.
- (d) Average duration of work opportunities created (= total number of person-days of work created on the EPWP project divided by the number of work opportunities created on that EPWP project).
- (e) Average daily wage rates paid (= accumulated total of the wages paid to all individuals employed on an EPWP project divided by the total number of person-days of work created on that EPWP project).

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### C3.4 CONSTRUCTION

Contents:

C3.4.1 Standard Specifications

C3.4.2 General Project Specifications

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### C3.4 CONSTRUCTION

#### C3.4.1 Standard Specifications

The Standard specifications on which this contract is based on the COLTO: Standard Specifications for Road and Bridge Works for State Road Authorities: Committee of Land Transport Officials

#### Other Standard Specifications:

The following SANS 1200 Specifications shall form part of this contract and are available at the expense of the Contractor from the SA Bureau of Standards, Private Bag X191 Pretoria, 0001:

SANS 1200 A 1986 Section A: General

SANS 1200 AB 1986 Section AB: Engineer's office

SANS 1200 C 1980 Section C: Site clearance

SANS 1200 D 1988 Section D: Earthworks

SANS 1200 DB 1989 Section DB: Earthworks (pipe trenches)

SANS 1200 DM 1981 Section DM: Earthworks (roads, subgrade)

SANS 1200 G 1982 Section G: Concrete (structural)

SANS 1200 GE 1984 Section GE: Precast concrete (structural)

SANS 1200 H 1990 Section H: Structural steelwork

SANS 1200 L 1983 Section L: Medium-pressure pipe lines

SANS 1200 LB 1983 Section LB: Bedding (pipes)

SANS 1200 LC 1981 Section LC: Cable ducts

SANS 1200 LD 1982 Section LD: Sewers

SANS 1200 LE 1982 Section LE: Stormwater drainage

SANS 1200 LF 1983 Section LF: Erf connections (water)

SANS 1200 M 1996 Section M: Roads (general)

SANS 1200 ME 1981 Section ME: Subbase

SANS 1200 MF 1981 Section MF: Base

SANS 1200 MFL 1996 Section MFL: Base (light pavement structures)

SANS 1200 MH 1996 Section MH: Asphalt base and surfacing

SANS 1200 MJ 1984 Section MJ: Segmented paving

SANS 1200 MK 1983 Section MK: Kerbing and channelling

SANS 1200 MM 1984 Section MM: Ancillary roadworks

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Witness 2

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### C3.4.2 General Project Specifications

In the event of any discrepancy between the Project Specifications and SANS 1200 Standardized Specifications, the Schedule of Quantities or the Drawings, the Project Specifications shall take precedence. Where discrepancies arise with regard to the units of the payment items only, the units stated in the Schedule of Quantities shall prevail.

- PS 1 CONSTRUCTION PROGRAMME
- PS 2 SITE FACILITIES AVAILABLE
- PS 3 SITE FACILITIES REQUIRED
- PS 4 FEATURES REQUIRING SPECIAL ATTENTION
- PS 5 INFORMATION SUPPLIED BY EMPLOYER
- PS 6 EXTENSION OF TIME ARISING FROM ABNORMAL RAINFALL
- PS 7 CERTIFICATES OF PAYMENT
- PS 8 CONSTRUCTION IN LIMITED AREAS
- PS 9 NON-WORKING DAYS
- PS 10 SPOIL MATERIAL
- PS 11 DRAWINGS
- PS 12 LENGTH OF TRENCHES
- PS 13 SAMPLES
- PS 14 MANUFACTURER'S INSTRUCTIONS
- PS 15 MATERIALS AND PLANT
- PS 16 NOTICES, SIGNS, BARRICADES AND ADVERTISEMENTS
- PS 17 SETTING OUT OF WORK
- PS 18 WORKMANSHIP AND QUALITY CONTROL
- PS 19 TRANSPORT OF MATERIAL
- PS 20 LIAISON WITH LOCAL AUTHORITIES
- PS 21 LOCAL LABOUR AND LOCAL SUB-CONTRACTORS
- PS 22 TRAINING SCHEMES
- PS 23 PRESCRIPTIONS IN RESPECT OF EXISTING SERVICES

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Witness 1

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## PS 1: CONSTRUCTION PROGRAMME

It is a prerequisite of this contract that minimal disruption of the public is ensured during construction.

Construction methods must be of such a nature that no property or life is endangered. The Municipality accepts no responsibility for any work done outside the site boundaries without the Engineer's approval. The Contractor himself is responsible for liaison and arrangements with the Engineer in connection with the finalization and approval of the construction programme.

The Contractor is responsible for liaison with residents and house owners via the Project Steering Committee in respect of the programming of construction through private erven and the crossing of driveways to erven. No additional payment will be made in this regard, and it shall be deemed to be covered by the relevant items.

Sufficient digital photographs of all existing structures and obstructions in the pipeline routes must be taken by the Contractor, compiled electronically, indexed and handed over to the Engineer before construction commences.

The Contractor shall submit a programme of work to the Engineer/Municipality not later than 14 (fourteen) days after the Contractor has been notified of the acceptance of his tender. This programme must take into account and allow for phased completion of the work. The Engineer may instruct the Contractor to stop construction work at any stage and time, as may be dictated by financial constraints highlighted by the Clients Cost Control Programme.

If necessary, the Engineer may instruct the Contractor to adjust his programme to suit other activities.

The programme shall not be in the form of a bar chart only, but shall clearly show the anticipated quantities, the production rates and value of work to be performed each month.

A network-based programme according to the precedence method shall also be provided showing the various activities and critical path in such detail as may be required by the Engineer. The programme shall be updated monthly in accordance with the progress made by the Contractor.

Failure to comply with these requirements will entitle the Engineer to use a programme based on his own assumptions for the purpose of evaluating claims for extension of time or additional payments.

**If the programme submitted by the Contractor in terms of Clause 15 of the General Conditions of Contract**, has to be revised because the Contractor is falling behind in his programme, he shall submit a revised programme of how he intends to regain lost time to ensure completion of the Works within the period defined in Clause 45 of the General Conditions of Contract or within a granted extension of time. A proposal to increase the tempo of work must incorporate positive steps to increase production either by 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 Clause 58 of the General Conditions of Contract.

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The approval by the Engineer of a programme shall have no contractual significance other than the Engineer will be satisfied if the work is carried out according to the programme. The said approval shall not limit the right of the Engineer to instruct the Contractor to vary the programme if necessary. The Contractor shall allow for the effect of normal rainfall and special non-working days in his programme.

**(CRITICAL PATH MUST BE INDICATED ON PROGRAMME)**

**PS 2 : SITE FACILITIES AVAILABLE**

PS 2.1 : Water, electricity and sewage

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.

PS 2.3 : Rain gauge

The Contractor must set up his own rainfall gauge. This item is included in the Schedule of Quantities under other fixed-charge obligations.

**PS 3 : SITE FACILITIES REQUIRED**

PS 3.1 : 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 3.2 : 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 4 : FEATURES REQUIRING SPECIAL ATTENTION**

PS 4.1 : Access to properties

The Contractor shall organize the work in such a manner as to cause the least possible inconvenience to the employees working around the site as this is a public institution.

PS 4.2 : Contractor's vehicles

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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 4.3 : 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.

#### PS 4.4 : Sub-Contractors

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

#### PS 4.5 : 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 safe guarding any services and existing works he may encounter during construction.

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.

Contractor

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Witness 2

Employer

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**PS 4.6 Safety**

The Contractor shall apply suitable proven methods for construction so that his activities will not constitute a hazard to the public or any adjacent property. All excavations shall be suitably safeguarded and barricaded especially during night time, weekends or holidays and any other day of inactivity by the Contractor.

**PS 5 : 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 Bidder on this information shall be at his own risk.

**PS 7 : CERTIFICATES OF PAYMENT**

It was agreed that the master copy of the payment certificates would be drawn up and processed by the Contractor. All costs to this effect, as well as reproduction costs shall be to the account of the Contractor. It was agreed that the first month's certificate will be evaluated and if in order, the same format will be used throughout the contract.

**PS 8 : 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 9 : NON-WORKING DAYS**

The Contractor shall not work on Sundays or on the following statutory Public Holidays: New Year's 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.

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Witness 2

Employer

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**PS 10 : 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.

**PS 11 : DRAWINGS**

All "as built" information, as listed below, must be submitted to the Engineer's Representative before a certificate of completion will be issued. No separate payment will be made for the "as built" drawings.

**PS 13 : 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 14 : 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 15 : MATERIALS AND PLANT**

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.

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.

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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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.

### **PS 16: 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.

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.

The standard name board of the South African Association of Consulting Engineers is specified. The Contractor will be required to erect a signboard displaying the EPWP logo, indicating that this project is part of the EPWP. All costs related to the provision, erection and subsequent removal of the signboard shall be refunded to the Contractor through the provisional sum included in the Schedule of Quantities for this purpose.

### **PS 17: 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 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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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.

### **PS 18 : 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 foremen, 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 19: TRANSPORT OF MATERIAL**

All costs of transporting material 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 20: LIAISON WITH LOCAL AUTHORITIES**

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

- (a) Protection of existing services during construction.

All the relevant authorities were notified of above operations. It is then 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 involve a local authority.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

### C3.5 MANAGEMENT

#### C3.5.1 Management of the works

##### C3.5.1.1 Applicable Specifications

The Standard for Civil Engineering Construction SANS 1200 published the South African Bureau of Standards and referred to as the "Standard Specifications" shall be applicable to this project.

##### C3.5.1.2 Concurrent construction contracts

The Contractor's attention is drawn to the fact that there might be other contiguous works will be executed concurrently by independent Contractor's under separate contracts in the vicinity of the Site.

The other Works which will be in progress or will come into operation on or adjacent to the Site of the Works during the progress or tenancy of this contract are likely to include, but are not limited to the following:

- a) (Other Project Description if applicable) .....
- b) (Other Project Description if applicable) .....

The Contractor shall ensure that neither his operations nor those of his sub-Contractors nor the activities of his employees shall interfere with or of the Employer or of other Contractors and he shall indemnify the Employer against all claims arising through default of this requirement.

The Contractor shall hand over portions of the Site of the Works (whether completed or not), or completed portion of the Works, to these Contractors when required by the Employer or detailed elsewhere in this document. The Contractor shall cause no interference with or delays in the execution of these contiguous contracts.

No discounts or commission for the Contractor is allowed on these contracts, and it will be assumed that he has fully allowed in the Contract Price for the presence of these Contractors on Site. Any service rendered or assistance given by the Contractor to these Contractors, save as are provided for in the Project Specifications, shall be for their accounts only since the Employer shall in no will be responsible to the Contractor for any payments in this respect.

The Contractor shall protect all known existing services as well as all work being carried out and structures being erected on the Site by other Contractor. Any damage caused to their services or structures, or any obstructions or hindrance caused to other Contractors by the Contractor, and all claims arising there from, will be sole responsibility of the Contractor.

All repair work shall be carried out at the Contractor's expense to the entire satisfaction of the Engineer.

Contractor

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The same obligations shall be imposed on the Employer and on other Contracts in respect of the Works being executed under this Contract.

### **C3.5.1.3 Contractor's Project Management Plan**

The Contractor is required to prepare and submit a project management plan for the Construction. The particular Contents that should be included in the Contractor's Project Management Plan are listed below:

- **Project structure and agreements**

The Contractor shall indicate how responsibility for the various work packages will be divided between joint ventures partners (where applicable) and sub-Contractors.

A contract organogram shall be provided showing work appointment and project management responsibilities. The particular division of work shall match the establishment capabilities and capacities of each particular partners of Sub-Contractor.

- **Plant, materials and equipment**

The Contractor shall prepare s Plant and Materials procurement plan, indicating the source of key Plant and Materials designated for inclusion in the Works, and demonstration that such Plant and Materials have proven track record of successful maintenance support in South Africa.

The Contractor shall also prepare a plan of Contractor's Equipment, indicating the sources and details of construction equipment planned for use on the Contract and based on the Contractor's particular approach.

- **Staffing plan**

The Contractor shall prepare a detailed staffing plan showing in an organogram all key members of the Contractor's Personnel, proving a detailed CV for each such key position. The Contractor shall also show numbers and source of all non-key staff and indicating the particular approach.

- **Method statement**

The Contractor shall clearly describe the overall methodology proposed for construction of the Works and include particular method statement for each work discipline include in the Works.

### **C3.5.1.4 Construction Programme**

The Contractor shall submit together with his tender, a proposed construction programme and schedule, which shall be updated and finalized within the period

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stated in the Contract Data a suitable and realistic construction programme for the consideration of the Engineer.

The programme shall be in the form of a Gantt chart and shall include the following details:

- A work breakdown structure (WBS), identifying the major activities and group of activities.
- For each activity and/or group of activities, further details shall be provided with regard to the scheduled and end dates of individual activities.
- The (F/S; S/S; F/F and association lead and lag) linkages between activities shall be clearly indicated and the logical network upon which the programme is based shall be separately submitted to the engineer if requested. Any constraints shall be classified as being time-related or resource-related.
- The critical path(s) shall be clearly indicated and floats on non-critical activities shall be shown.
- The Contractor shall indicate the working hours per day, night, week and month allowed for in the programme.
- Where relevant the Contractor shall state the production rates for key activities, e.g. earthworks, etc.
- The Contractor shall submit together with his tender, a detailed method statement of how he plans to execute the works, taking into account the inter-relationship of the various supply and drainage areas per water network and sewer branch pipeline layouts.

Together with the programme as detailed above the Contractor shall submit to the engineer as cash flow projection, indicating projected monthly invoice amounts. The cash flow projection shall be updated at monthly intervals to reflect actual payments to date and anticipated further payments.

The programme will be reviewed at the monthly site meetings at which the Contractor shall provide sufficient detail that will allow the comparison of completed work per activity that has fallen behind. The updated programme shall be submitted to the Engineer at least two days prior to the monthly meetings.

If the programme has to be revised by reason of the Contractor falling behind his programme, he shall produce a revised programme showing how he intends to regain lost time in order to ensure completion of the Works within the time for completion or any granted extension of time. Any proposal to increase the tempo of work must be accompanied by positive steps to increase production by providing more labour and plant on site, or by using the available labour and plant in a more efficient manner.

Failure on the part of the Contractor to submit the programme or to work according to the programme or revised programme shall be sufficient reason for the Engineer to take steps as provided in the General Conditions of Contract.

Contractor

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The approval by the Engineer of any programme shall have no contractual significance other than the Engineer will be satisfied that the work is carried out according to such programme and that the Contractor undertakes to carry out the

work in accordance with the programme. It shall not limit the right of the Engineer to instruct the Contractor to vary the programme if required by circumstances.

### **C3.5.1.5 Quality Assurance**

The Contractor shall institute the quality management plan (QMP), as well as institute a quality management assurance system (QMAS) and provide experienced personnel as well as all the necessary transport, instruments and equipment, to ensure adequate supervision, positive control and testing of the work at all times in order to comply with the minimum standard specifications and requirements. The Contractor shall deliver to the Engineer, for his consideration, all the required QMP and QMAS quality assurance programme prior to the Contractor's appointment of any suppliers or commencement of the Works. Failure to comply with these requirements shall be just cause for the Engineer to order supervision of the Works without additional remuneration or for him to recommend termination to the Employer in terms of the Conditions of the Contract.

The Contractor shall do at least the quality control test at the frequencies specified in SANS for the required Scope of Work. If the scale of the works, construction method or any other circumstances dictates, the Contractor shall do more tests when required for quality assurance purposes.

The Contractor shall keep systematic records of the test results, and all worksheets related thereto. All test results obtained by the Contractor in the course of his process requesting inspection of the relevant portions of the Works. Any request for inspection shall be submitted on the prescribed forms.

The Employer is at liberty to carry out such tests as he deems necessary to determine compliance with the contract requirements and will make available the results of all tests to the Contractor.

Acceptance control, record keeping, and payments certificates shall be done in accordance with the Engineer's standards system except if the Engineer approves that the Contractor's QMP and standard QMAS system may be used.

### **C3.5.1.6 Site administration**

- **Daily Site Diary**

The daily site diary shall be kept to date by the Contractor's Site Agent and will be signed on a daily basis by the Engineer's Representative.

Contractor

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- **Information in Respect of Plant**

Information relating to plant on Site shall be recorded in the daily site diary. In addition, the Contractor shall deliver to the Engineer, on a monthly basis, a detailed summary of construction plant kept on the Site, full particulars given each day of the month. Distinction shall be made between plant in working orders and plant out of order. Such inventory shall be submitted by the first day of the month following the month to be reported.

- **Information in Respect of Employees**

Information relating to labour and management on Site shall be recorded in the daily site diary. In addition, the Contractor shall deliver to the Engineer, on a monthly basis, a detailed summary of Supervisory staff, labour employed (own and local labour) by category, and sub-Contractors (both local and imported) for each day of the month. Such return shall be submitted by the first day of the month following the month to be reported.

- **Rainfall Records**

Rainfall records for the period of construction shall be taken on Site and record in the daily site diary. 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 fences plus gate, padlock and keys at each measuring station, all at his own costs. The Engineer 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 Engineer's Representative. Access to the measuring gauge(s) shall at all times be under the Engineer's control.

### **C3.5.1.7 Site instructions**

Site instructions by the Engineer, addressed to the Contractor at his office on the Site will be numbered consecutively and will be deemed to have been received by the notice of the Engineer in writing immediately.

### **C3.5.1.8 Site Meetings**

The Contractor and his authorized representative shall attend all meetings held on the Site with Employer and the professional team at dates and time to be determined by the Engineer. Such meeting will be held to evaluate the progress of the Contract, and to discuss matters pertaining to the Contract which any of the parties represented may wish to rise. It is not the intentions to discuss day-to-day technical matters at such meetings.

### **C3.5.1.9 Payment Certificates**

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Monthly Progress Payment Certificates shall be submitted to the Engineer's Representative on Site not later than the 15<sup>th</sup> of each month (or on the last working day prior to this date) in order to allow for checking each and reconciliation of all quantities, rates, extension and additions in the certificate. Each progress payment certificate shall include work executed or reasonable expected to be executed up to 30<sup>th</sup> day of the specific month. The Engineer's Representative shall have a period of five (5) calendar days to view the draft certificate in collaboration with the Contractor. All quantity calculations and certificates submitted by the Contractor for checking shall be in accordance with the Engineer's standards site administration forms and formats.

Upon agreement by the Engineer's Representative by not later than the 20<sup>th</sup> of each month, the certificate shall be submitted by the Contractor in a typed form in accordance with the prescribed format, and with the correct spelling, to the Engineer by no later than the 20<sup>th</sup> of each month (or on the first working day thereafter), together with four additional copies, for certificates.

Where days' work has been instructed by the Engineer, the Contractor shall submit the return to the Engineer for signature and approval within twenty-four (24) hours of the end of the working day on which the work was executed. Day work returns shall be submitted on forms according to the Engineer's standard format. Failure to comply with terms of this clause will result in non-payment for such day works.

#### **C3.5.1.10 Drawings, Operations and maintenance Manuals**

All the information in possession of the Contractor that is required by the Engineer's Representative in order to complete the As-built drawings and to prepare a close-out report for the Employer must be submitted before a certificate of completion is issued for the works. Similarly, the Contractor will be required to submit full details of all materials/ fittings/ equipment in a maintenance procedure (where applicable) related thereto, for incorporation in the overall operation and maintenance manual for the completed works prior to issuing of the certificate of completion of the Works.

Only figured dimensions, levels and co-ordinates on the Drawings may be used in the interpretation thereof, and the Drawings shall not be scaled unless the Contractor is specifically instructed by the Engineer in writing. The Contractor shall notify the Engineer in writing of any lack of information or conflict in the information on the Drawings. The Engineer will upon written request provide any dimensions, levels and co-ordinates that may have been omitted from the Drawings.

#### **C3.5.2 Management of the Environment**

##### **C3.5.2.1 The Environmental Management Plan (EMP)**

The Contractor shall comply with the conditions of the Record of Decision and the Environmental Management Plan for the project.

An Environmental Management Programme (EMP), in the context of the regulations, is a tool that takes a project from a high-level consideration of

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issues down to detailed workable mitigation measures that can be implemented in a cohesive and controlled manner.

The objectives of an EMP are to minimize disturbance to the environment, present mitigation measures for identified impacts, maximise potential environmental benefits, assign responsibility for actions to ensure that the pre-determined aims are met.

### **C3.5.2.2 Environmental Authorization**

The Contractor shall comply with the conditions of the Environmental Authorization - Record of Decision for the project.

### **C3.5.3 Management of Health and Safety on site**

The Contractor shall comply with the Occupational Health and Safety (OHS) Agreement included in Section C1.2 – Contract Data

#### **C3.5.3.1 Health and Safety Specifications**

The Contractor shall comply with the requirements of the Occupational Health and Safety Specifications of the Municipality.

#### **C3.5.3.2 Health and Safety Plan**

The Contractor shall use the Occupational Health and Safety Specifications of the Municipality to develop and OHS Plan for the approval of the Employer/ Employer's Safety Agent. Once the OHS Plan is approved, it shall be included in OHS File on site for regular monitoring.

#### **C3.5.3.3 Covid-19 OHS Specifications**

The Department of Employment and Labour has appealed to employers to use the prescriptions of the Occupational Health and Safety (OHS) Act of 1993 in governing workplaces in relation to COVID-19.

The Contractor shall comply with the requirements of the specification.

#### **C3.5.3.4 Covid-19 Risk Assessment**

The purpose of this Risk Assessment is to:

- a) Identify the health hazards that employees may be exposed to while performing their work,
- b) Evaluate the initial risk, control measures currently used and the residual risk,
- c) Recommend control measures where applicable and
- d) Compile a Risk Assessment to manage COVID-19 in the workplace and on site,

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- e) Produce a Risk Assessment in accordance with the requirements of the Disaster Management Act, 2002. Regulations issued in terms of Section 27(2) of the Disaster Management Act, 2002 (As amended on the 15th of March 2020),
- f) Ensure the Safety of all personnel involved with the activity,
- g) Put in place a way of communication to all personnel involved with the activity

**C3.5.3.5 Covid-19 OHS Checklists**

This checklist will assist the contractor to implement health and hygiene measures at a workplace and do a review of your facilities concerning Covid-19.

**C3.6 ANNEXURES**

Additional specialised studies and licences are available on request.

Contractor

Witness 1

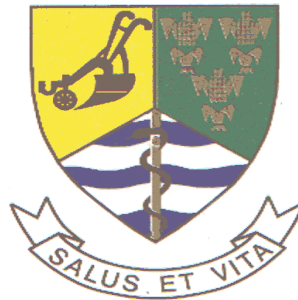
Witness 2

Employer

Witness 1

Witness 2

# BELA-BELA LOCAL MUNICIPALITY



**BID NO: 9/3/1/432**

**UPGRADING OF PIENAARSRIVER SEWER PUMP STATION (WARD 8)**

**C4 SITE INFORMATION**

Contractor

Witness 1

Witness 2

Employer

Witness 1

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**C4.1 Site Inspection**

The Bidder shall familiarize him/herself on the nature of the site and inspect the site if necessary.

**C4.2 Site Location**

The GPS Co-ordinates for the project are as follows:

Project Coordinates and Distance		
Latitude (S)	Longitude (E)	Location
S 25° 12' 56.34"	E 028° 17' 46.46"	0.30 km southwest of Pienaarsriver Settlement
Pienaarsriver (Ward 8) Sewer Pump Station		
S 25° 13' 23.11"	E 028° 17' 26.26"	1.32 km southwest of Pienaarsriver Pump Station
Wastewater Treatment Ponds		
S 25° 13' 10.89"	E 028° 17' 04.75"	1.52 km south of the Pienaarsriver Pump Station
Irrigation Dam		

The site Locality Map is as shown below.



Contractor

Witness 1

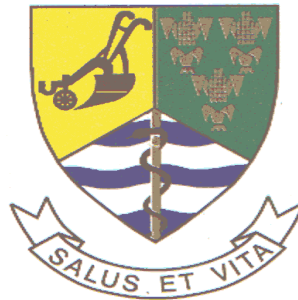
Witness 2

Employer

Witness 1

Witness 2

# BELA-BELA LOCAL MUNICIPALITY



**BID NO: 9/3/1/432**

**UPGRADING OF PIENAARSRIVER SEWER PUMP STATION (WARD 8)**

**C5 DRAWINGS**

Contractor

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Witness 2

Employer

Witness 1

Witness 2

**C5.1 Contract Drawings**

The following drawings are applicable to this contract:

<b>DRAWINGS SCHEDULE</b>	
P00 097D/001	LOCALITY PLAN
P00 097D/002	PUMP HOUSE DETAILS
P00 097D/003	PUMP DELIVERY PIPEWORK DETAILS
P00 097D/004	GORMAN-RUPP PUMP MODEL
P00 097D/005	GUARD HOUSE PLAN
P00 097D/006	OPERATOR'S HOUSE PLAN
P00 097D/007	STEEL PALISADE FENCE DETAILS
P00 097D/008	NAME BOARD DETAILS

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2