

O. R. TAMBO DISTRICT MUNICIPALITY



**O. R. TAMBO
DISTRICT MUNICIPALITY**

PROJECT NO: MIS 382643 B

**UPGRADING OF THE TSOLO TOWN SEWER RETICULATION
AND ASSOCIATED WORKS – PHASE 1: CONTRACT 2**

MUNICIPAL INFRASTRUCTURE GRANT

JUNE 2022

Prepared for:	Prepared by:
The Municipal Manager	Water Services Department
O. R. Tambo District Municipality	O. R. Tambo District Municipality
Private Bag x 6043	Private Bag x 6043
MTHATHA	MTHATHA
5100	5100
Tel. No. (047) 501 6400	Tel. No. (047) 501 6400

NAME OF BIDDER: _____

CSD SUPPLIER NUMBER: _____

SAR TAX COMPLIANCE STATUS PIN: _____

EMAIL ADDRESS: _____

TENDER AMOUNT: _____

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- INDEX -

VOLUME 1

TENDER

- T1.1 Tender Notice and invitation to tender
- T1.2 Tender Data
- T2.1 List of Returnable Documents
- T2.2 Returnable Documents for tender evaluation purposes
- T2.3 Returnable Documents to be incorporated into the contract

VOLUME 2

CONTRACT

Part 1: Agreements and Contract data

- C1.1 Forms of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Special Conditions
- C1.4 Monthly Reporting
- C1.5 O. R. TAMBO District Municipality Occupational Health and Safety
- C1.6 Supply Chain Management Policy

Part 2: Pricing Data

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

Part 3: Scope of Work

- C3 Scope of Work

Part 4: Site Information

- C4 Site information

Part 5: Drawings

- C5 Drawings

Annexure A: Health and Safety Specification
Annexure B: Environmental Management Plan

O. R. TAMBO DISTRICT MUNICIPALITY

PROJECT NO.: MIS 382643 B

UPGRADING OF THE TSOLO TOWN SEWER RETICULATION AND ASSOCIATED WORKS – PHASE 1: CONTRACT 2

TENDERS ARE HEREBY INVITED FOR:

CONTRACT: MIS 382643 B UPGRADING OF TSOLO TOWN SEWER RETICULATION AND ASSOCIATED WORKS – PHASE 1: CONTRACT 2

To ensure that your Tender is not exposed to invalidation, documents are to be completed in accordance with the conditions and Tender rules contained in the Tender documents. Supporting documents must be sealed and externally endorsed **CONTRACT: MIS 382643 B UPGRADING OF TSOLO TOWN SEWER RETICULATION AND ASSOCIATED WORKS – PHASE 1: CONTRACT 2** and be submitted in the tender box, ground Floor, O. R. TAMBO District Municipality, Nelson Mandela Drive, O. R. TAMBO House, Myezo, Mthatha, not later than the closing date and time as stated.

The lowest or any Bid will not necessarily be accepted and the O. R. TAMBO District Municipality reserves the right not to consider any tender not suitably endorsed or comprehensively completed as well as the right to accept a Tender in whole or part. Tenders will be adjudicated in accordance with the Supply Chain Management Policy of the O. R. TAMBO District Municipality.

The following documents must be completed, signed (where applicable) and submitted as a complete set:

Document		Colour of pages
Number	Heading	
T1.1	Tender Notice and Invitation to Tender	White
T1.2	Tender Data	Pink
T2.1	List of Returnable Documents	Yellow
T2.2	Returnable Documents for tender evaluation purposes	Yellow
C1.1	Form of Offer and Acceptance	Yellow
C1.2	Contract Data	Yellow
C1.3	Special Conditions	Yellow
C1.4	Occupational Health & Safety Specification	Yellow
C1.5	ORTDM Supply Chain Management Policy	Yellow
C2.1	Pricing Instructions	Yellow
C2.2	Bill of Quantities	Yellow
C3	Scope of Work	Blue
C4	Site Information	Green
C5	Drawings	White

O. R. TAMBO DISTRICT MUNICIPALITY

PROJECT NO: MIS 382643 B

UPGRADING OF THE TSOLO TOWN SEWER RETICULATION AND ASSOCIATED WORKS – PHASE 1: CONTRACT 2

T1.1 TENDER NOTICE AND INVITATION TO TENDER

Tenders are hereby invited from suitably qualified and experienced contractors who are registered with CIDB for the Upgrading of Tsolo Town Sewer Reticulation – Phase 1: Contract 2 within the Mhlontlo Local Municipality.

Project Number	Name and Description	CIDB Grading	Contract period
MIS 382643 B	Upgrading of Tsolo Town Sewer Reticulation and associated Works – Phase 1: Contract 2	6CEPE / 7CE or Higher	12 months

A compulsory clarification meeting with representatives of the client will take place at 10H00 on 22 June 2022 at the Mhlontlo Local Municipal Offices: Tsolo, before proceeding to site.

THE MUNICIPALITY WILL NOT REPEAT ANY MATTERS ALREADY COVERED IN THE COMPULSORY BRIEFING MEETING TO THE BIDDERS WHO ARRIVE MORE THAN 10 MINUTES LATE TO THE MEETING, NOR WILL IT ALLOW SUCH BIDDERS TO COMPLETE THE ATTENDANCE REGISTER. ANY BID RECEIVED FROM A BIDDER WHO DID NOT ATTEND THE BRIEFING MEETING AND SIGN THE ATTENDANCE REGISTER WILL NOT BE CONSIDERED AND WILL BE RETURNED TO THE BIDDER UNOPENED.

Bid documents may be downloaded on the e-Tender website (www.etenders.gov.za), alternatively, on the O>R Tambo District Municipality website (www.ortambodm.gov.za) at no Cost.

Bids must be completed tenders in black ink, enclosed in a sealed envelope and clearly marked with the “**Project number, project name and description**” must be placed in the tender box, Second Floor, O. R. Tambo District Municipality Building, Nelson Mandela Drive, Myezo Park, Mthatha, Eastern Cape, not later than **12H00 Friday, 15 July 2022**.

It must be expressly understood that the Municipality does not accept no responsibility for ensuring that bid submissions sent by courier or post, or delivered in any other way, are deposited in the Tender Box. It is therefore preferable for the bidder to ensure that its bid submission is placed in the Tender Box by its own staff or representative(s).

The Municipality reserves the right not to accept the only or lowest priced tender or any tender at all, or to accept the whole or part of any tender.

RETURNABLE DOCUMENTS TO BE SUBMITTED WITH THE BID:

- Certified copies of business registration documents, as issued by CIPC;
- Certified copy of identity documents of directors/ shareholders/ partners/ members, as the case may be.
- Original Valid Tax Clearance Certificate or a Confirmation of Tax Validity with the pin issued by SARS.

NB: CERTIFICATION OF DOCUMENTS MUST NOT BE MORE THAN SIX (6) MONTHS FROM DATE CERTIFIED BY COMMISSIONER OF OATHS.

THE BID WILL BE REJECTED IF THE BIDDER FAILS TO

- Complete fully the bid document or to provide the information requested, or to sign the bid at the appropriate spaces provided or next to errors, his/her/ its bid
- Fill and properly sign the form of offer.
- Attach and proof of registration with CSD.
- Attach proof of registration with CIDB

T1.1 Tender Notice and Invitation to Tender

- Attach proof of latest municipal rates and taxes statement of the bidder indicating that rates and taxes are not in arrears for more than 3 months.
- Attach proof of latest municipal rates and taxes statement of each company director indicating that rates and taxes are not in arrears for more than 3 months.
- Attach proof of latest municipal water and sanitation charges statement of the bidder indicating that rates and taxes are not in arrears for more than 3 months for bidders who reside in the O. R. Tambo District Municipality area.
- Attach proof of latest municipal water and sanitation charges statement of each company director indicating that rates and taxes are not in arrears for more than 3 months for bidders who reside in the O. R. Tambo District Municipality area.
- Attach confirmation of address from a ward councillor where the bidder and company directors operate and reside in a peri-urban area where no rates and taxes and service charges are not billed.
- Attach a copy of a valid lease agreement where the bidder does not own the property they are operating from.
- Attach joint Venture Agreement or Consortium Agreement signed and initialled on each page (if applicable).

The bids will be evaluated in three stages, namely:

- Stage 1- Compliance with Bid Rules and other Requirements
- Stage 2- Functionality
- Stage 3- Price and B-BBEE status level

Item	Weight
Stage1 Compliance with Bid Rules and other Requirements	
Stage 2 of Evaluation-Functionality	100
• Company Experience with respect to similar projects	30
• Experience of key staff assigned to the contract	30
• Preliminary Quality Assurance Plan	15
• Availability of key plant and equipment	15
• Preliminary Programme	10
Stage 3 of Evaluation- Price	100
• Price	80
• B-BBEE Status	20

Tenders may only be submitted on tender documentation issued. No late, faxed, e-mailed, or other form of tender will be accepted.

Technical enquiries: Mr M Noto 047 501 6400 / 6425, or email: nkosiyabon@ortambo.gov.za All **Supply Chain Management enquiries** may be directed to Mr. S. Hopa, telephone number 047 501 6448 / 6449 or email: sakhiwoh@ortambodm.org.za during office hours: Monday to Friday 08H00-13H00 and 13H30-16H30.

S. W. Mkhize
Municipal Manager

O. R. TAMBO DISTRICT MUNICIPALITY

PROJECT NO: MIS 382643 B

UPGRADING OF THE TSOLO TOWN SEWER RETICULATION AND ASSOCIATED WORKS– PHASE 1: CONTRACT 2

T1.2 TENDER DATA

The conditions of tender are the **Standard Conditions of Tender** as contained in Annexure F of the 30 January 2009 edition of the **CIDB Standard for Uniformity in Construction Procurement**. The Standard Conditions of Tender Procurements make several references to the Tender Data for details that apply specifically to the Tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of Tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

Please note that the word “Client” is used in this document and referred to as “Employer” in the Standard Conditions of Tender document.

Clause Number	
F.1	General
F.1.1	The Employer is: The Municipal Manager O. R. Tambo District Municipality Private Bag x 6043 Mthatha, 5100
F.1.2	The Tender documents issued by the Client comprise: Tender T1.1 Tender Notice and invitation to tender T1.2 Tender Data T2.1 List of Returnable Documents T2.2 Returnable Documents for tender evaluation purposes T2.3 Returnable Documents to be incorporated into the contract
	Contract Part 1: Agreements and Contract data C1.1 Forms of Offer and Acceptance C1.2 Contract Data C1.3 Special Conditions C1.4 Monthly Reporting C1.5 O. R. TAMBO District Municipality’s Health and Safety Specification C1.6 Supply Chain Management Policy Part 2: Pricing Data C2.1 Pricing Instructions C2.2 Bill of Quantities Part 3: Scope of Work C3.1 Description of the Works C3.2 Engineering C3.3 Construction C3.4 Particular Specification C3.5 Management of the works Part 4: Site Information C4.1 Scope C4.2 Subsoil Conditions

	<p>C4.3 Existing Services C4.4 Existing Development C4.5 Sources of materials</p> <p>Part 5: Drawings</p> <p>Annexure A: Health and Safety Specification Annexure B: Environmental Management Plan</p>		
F.1.3	<p>Interpretation The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these tender conditions.</p>		
F.1.4	<p>Communication: Each communication between the Employer and tenderer shall be to or from the employer’s agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language.</p>		
	<table border="1"> <tr> <td> <p>The Employer is: O. R. Tambo District Municipality Private Bag x 6043 Mthatha, 5100 Contact person: <u>Mr Nkosiyabo Noto</u> Tel: 047 501 6400 / 6425 Email: nkosiyabon@ortambodm.gov.za</p> </td> <td> <p>The Employer’s agent is: Uhambiso Consult (Pty) Ltd House 22911 Southernwood Green Complex 893 Errol Spring Avenue, Southernwood Mthatha, 5100 Contact Person: Mr Sazi Nyikana Tel: (047) 581 4232 Email: snyikana@uhambiso.co.za</p> </td> </tr> </table>	<p>The Employer is: O. R. Tambo District Municipality Private Bag x 6043 Mthatha, 5100 Contact person: <u>Mr Nkosiyabo Noto</u> Tel: 047 501 6400 / 6425 Email: nkosiyabon@ortambodm.gov.za</p>	<p>The Employer’s agent is: Uhambiso Consult (Pty) Ltd House 22911 Southernwood Green Complex 893 Errol Spring Avenue, Southernwood Mthatha, 5100 Contact Person: Mr Sazi Nyikana Tel: (047) 581 4232 Email: snyikana@uhambiso.co.za</p>
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F.1.5	<p>The employer’s right to accept or reject any tender offer</p>		
F.1.5.1	<p>Reject or accept 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 tenderer for such a cancellation and rejection, but will give written reasons for such action upon written request to do so.</p>		
F.1.6	<p>Procurement procedures</p>		
F.1.6.1	<p>a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.</p>		
F.2	<p>Tenderer’s obligations</p>		
F.2.1.1	<p>Eligibility Only those tenders who are registered with CIDB and have in their employ management and supervisory staff satisfying the requirement of the scope of work for labour intensive competencies for supervisory and management staff are eligible to submit tenders.</p>		
F.2.1.2	<p>CIDB Grading The required CIDB grading for this project is 6CEPE/ 7CE or higher.</p>		
F.2.2	<p>Cost of tendering Accept that the Employer will not compensate the tenderers 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 satisfy requirements.</p>		
F.2.3	<p>Check documents Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.</p>		

F.2.4	Confidentiality and copyright Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.	
F.2.5	Reference documents Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.	
F.2.6	Acknowledge Addenda Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension of the closing time stated in the tender data, in order to take the addenda into account.	
F.2.7	The arrangements for a compulsory clarification meeting are:	
	Date: 22 June 2022	Location: Mhlontlo Local Municipal Offices, Tsolo Town
	Starting time: 10h00	
F.2.8	Seek clarification Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.	
F2.10	Pricing the tender	
F.2.10.1	Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.	
F.2.10.2	Show VAT payable by the employer separately as an addition to the tendered total of the prices.	
F.2.10.3	Provide rates and prices that are fixed for the duration of the Contract, and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.	
F.2.10.4	State the rates and prices in South African Rand	
F2.11	Alterations to documents Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.	
F.2.12	Alternative tender offers Alternative offers may be submitted only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.	
F.2.13.5	The Client's address for delivery of Tender offers and identification details to be shown on each Tender offer package are:	
	Location of Tender box: Tender Box, Ground Floor, O. R. Tambo District Municipality Building, Nelson Mandela Drive, Myezo Park, Mthatha, Eastern Cape.	
	Physical address: O. R. Tambo House, Nelson Mandela Drive, Mthatha	
F.2.14	Information and data to be completed in all respects Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.	
F.2.15	Closing time The closing times for submission of Tenders are 12H00 on Friday, 15 July 2022.	
F.2.15	Telephonic, telegraphic, telex, facsimile or e-mailed Bid offers will not be accepted.	
F.2.16	Tender offer validity	

	The Tender offer validity period is 90 Days as stated in the tender data.
F.2.17	Clarification of tender offer after submission The tenderer shall provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.
F.2.18	Provide other material The tenderer shall, when requested by the Employer to do so, Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.
F2.20	Submit securities, bonds, policies Submit to the employer before formation of the contract, certificates of insurance required in terms of the conditions of contract identified in the contract data.
F.2.23	The tenderer is required to submit with his tender: (1) an original Tax Verification Pin issued by the South African Revenue Services; and (2) Certified copy of the original of all the Companies / CC Registration documents. (3) Joint Venture Agreement where applicable in CIDB format (signed and initialed on each page). (4) Proof of registration with CIDB (5) Certified copies of the original green bar-coded ID copies of Members of the companies. (6) Original or Certified Copy of the B-BBEE Certificate from SANAS Accredited Vendor or Sworn Affidavit Confirming Annual turnover if the Bidder is EME or QSE (7) If a Bidder is an unincorporated JV or Consortium, a Consolidated JV B-BBEE Certificate is required (8) Proof of Registration with National Treasury's Central Supplier Database (CSD). (9) Proof of Latest Municipal Rates indicating that Rates and Taxes are not in Arrears for more than three months (10) Proof of Latest Municipal Water Bill indicating that Water Bill is not in arrears for more than three months
F.3	The employer's undertakings
F.3.1	Respond to requests from the tenderer
F.3.1.1	Respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.
F.3.2	Issue Addenda If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until seven days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.
F.3.4	Opening of tender submissions
F.3.4.1	The employer shall open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.
F.3.4.2	Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, preferences claimed and time for completion for the main tender offer only.
F.3.4.3	The client shall not be obliged to make available the record outlined in F.3.4.2 to any tenderer who fail to attend the tender opening.
F.3.6	Non-disclosure

	The client shall not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.
F.3.7	Grounds for rejection and disqualification Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.
F.3.9	Arithmetical errors, omissions and discrepancies
F.3.9.1	Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.
F.3.9.2	Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for: a) the gross misplacement of the decimal point in any unit rate; b) omissions made in completing the pricing schedule or bills of quantities; or c) arithmetic errors in: i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or ii) The summation of the prices.
F.3.9.3	Notify the tenderer of all errors or omissions that are identified in the tender offer and invite the tenderer to either confirm the tender offer as tendered or accept the corrected total of prices.
F.3.9.4	Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows: a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected. b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.
F.3.10	Clarification of a tender offer Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.
F.3.11	Evaluation of tender offers <i>Replace the contents of the entire sub-clause with the following:</i> The procedure for evaluation of responsive tender offers will be method 2 of table F.1 of SANS 294: 2004. Financial offer & Preferences. The bid will be awarded to the bidder who has scored the highest points for price and preferences combined BUT the prerequisite will be to obtain at least 60 points for quality (functionality), which will be explained in Stage 1 below. Nevertheless, O. R. Tambo District Municipality retains the right to accept any bid. C. First stage in evaluation: Compliance with Bid Rules and other Requirements The bids will be checked to ensure that they comply with the bid rules and all other requirements of the project document. In particular, the following documentation must be completed and/or included within the bid. <ul style="list-style-type: none"> • The form of Offer and acceptance • Audited financial statements for any tender price over R10million • Certified company registration documents and ID of members • Form C: Compulsory Enterprise Questionnaire • Form D: Certificate of Authority for Signature • Form E: Amendments, Qualifications and Alternatives • Form H: Certificate of Good Standing

- Form I: Relevant experience
- Form J: Details of key staff and CVs
- Form M: Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2011

Note:

- All information supporting the above forms such as Curricula Vitae of staff who will work on the project and their functions, details of ownership, relevant experience etc.
- Addenda issued during the bid period, if any.
- The pricing schedule

Failure to supply the required information will compromise the bid

D. Next Stage in Evaluation: Functionality.
The next state in the evaluation process will consist of two stages, as follows:

Failure to meet the pre-qualification criteria will render a bid non-responsive, and such bid will be disqualified and not proceed to be evaluated further.

STAGE 1: FUNCTIONALITY/QUALITY EVALUATION

ITEM	WEIGHT
Functionality (see detailed criteria below)	100
• Company Experience with respect to similar projects	30
• Experience of key staff assigned to the contract	30
• Preliminary Quality Assurance Plan	15
• Availability of Key Plant and Equipment	15
• Preliminary Programme	10

Only bidders who score **60 points or more** on stage 2 will be evaluated further and therefore eligible for award.

The maximum score for functionality shall be 100, distributed as follows:

Tender functionality / quality claimed

	Category of Quality / Functionality	Maximum tender evaluation points provided
B1.1	Experience on similar projects: Proven experience in the construction of sewer reticulation/ water reticulation/ sewer interceptor/ bulk water. Copies of Certificate of Completion MUST be submitted with the bid. No points will be awarded where Certificates of Completion have not been submitted with the Bid. If the value of completed project is not reflected on the certificate, provide contractor’s appointment or letter from the client with values.	30
	Tenderer has successfully completed MORE THAN THREE projects whose total contract value is at least R18 Million or more	30
	Tenderer has successfully completed TWO projects whose total contract value is at least R13 Million or more	20
	Tenderer has successfully completed ONE project whose contract value is at least R10 Million	10
	Tenderer failed to provide evidence of experience	0
B1.2	Experience of key personnel (NB no key personnel member may be assigned more than one duty on the Contract, i.e. different personnel must be assigned for each of the following key	30

		positions) Contracts Manager = ND Civil Engineering or Equivalent, Site Agent = N6 or Equivalent and Foreman = N3 or Equivalent		
		Favourable previous experience in the Built Environment (Civil and/or building) with a minimum of 5 years; Contracts Manager = 12 points, 3-4 years = 10 points & 0-2 years = 8 points.	30	
		Favourable previous experience in the Built Environment (Civil and/or building) with a minimum of 5 years; Site Agent = 10 points, 3-4 years = 8 points & 0-2 years = 6 points.	20	
		Favourable previous experience in the Built Environment (Civil and/or building) with a minimum of 5 years; Foreman = 8 points, 3-4 years = 6 points & 0-2 years = 4 points.	05	
		Contractor failed to provide evidence of qualification and experience.	00	
	B1.3	Preliminary Quality Assurance Plan must outline processes, procedures and associated resources, applied by whom and when to ensure sufficient quality Control Procedures are in place to meet the requirements and manage risks and what contribution can be made regarding value management. Particular attention in the plan must be given to Execution, Testing and Commissioning	15	
		The Quality Assurance Plan specifies important issues approach in an innovative and efficient way, indicating that the Bidder has outstanding knowledge of state of the art approaches. The approach provides detailed ways to improve the project outcomes.	15	
		The Quality Assurance Plan shows practical and coherent systems to actively manage quality.	10	
		The Quality Assurance Plan shows how quality will be actively managed	05	
		Contractor failed to provide a Quality Assurance Plan.	00	
	B1.4	Availability of Key Plant and Equipment	15	
		Bidder owns 4 (four) of the machinery required for the execution of the contract or have a written agreement with the plant hire to supply all the required machinery; namely, Excavator, TLB, Tipper truck, compaction equipment (working bomac),and the machinery/equipment is available for the project.	15	
		Bidder will owns 3 (three) of the machinery required for the execution of the contract or have a written agreement with the plant hire to supply all the machinery required, Excavator, TLB, Tipper Truck, Compaction equipment (working bomag) construction bakkie and the machinery/equipment is available for the project.	10	
		Bidder will owns 2 (two) of the machinery required for the execution of the contract or have a written agreement with the plant hire to supply all the machinery required, Excavator, TLB, Tipper Truck, Compaction equipment (working bomac), and the machinery/equipment is available for the project.	05	
		Contractor failed to provide availability of key plant and equipment	0	
	B1.5	Preliminary Programme: The tenderer shall attach a preliminary programme reflecting the proposed sequence of execution of the activities required for the contract. The programme shall be in accordance with the information supplied in the Project Specification, the contract data and with all aspects of this Tender.	10	
		Detailed Programme provided in Gantt Chart format, correlated to the scope of work	10	
		Detailed Programme provided but not in Gantt Chart format or no correlation to the Scope of Work	5	
		No Programme provided or where provided, the activity schedule is generic with no correlation to the Scope of Work.	0	

STAGE 3: EVALUATION FOR PRICE AND B-BBEE

The procedure for Stage 3 of evaluation of responsive tenders is **Method 2**

- a) PRICE:..... 80
- b) B-BBEE Points.....20

Points Awarded for Price (Ps)

Points Awarded for Price (Ps)

A total of 80 points will be awarded to the Tenderer with the lowest balanced price. The **other tenders will be awarded points on the ratio to benchmark price as follows:**

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

- Ps = Points scored for price of bid under consideration
- Pt = Rand value of bid under consideration
- Pmin = Rand value of lowest acceptable bid

a) Points awarded for B-BBEE Status Level of Contribution

In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

The total calculated points will be rounded to the second decimal place.

F.3.13	Acceptance of tender offer
F3.13.1	Accept the tender offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the tenderer: <ul style="list-style-type: none"> a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement, b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract, c) has the legal capacity to enter into the contract, d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing, e) complies with the legal requirements, if any, stated in the tender data, and f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.
F3.13.2	Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.

F.3.14	Notice to unsuccessful tenderers After the successful tenderer has acknowledged the employer's notice of acceptance, after written request, the employer will notify the tenderers that their tender offers have not been accepted in O.R Tambo District Municipality's website: www.ortambodm.org.za by listing the successful tender.
F.3.15	Prepare contract documents If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of: a) addenda issued during the tender period, b) inclusion of some of the returnable documents, c) other revisions agreed between the employer and the successful tenderer, and d) The schedule of deviations attached to the form of offer and acceptance, if any.
F.3.16	Issue final contract Prepare and issue the final draft of the contract to the successful tenderer for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any).

O. R. TAMBO DISTRICT MUNICIPALITY

PROJECT NO: MIS 382643 B

UPGRADING OF THE TSOLO TOWN SEWER RETICULATION AND ASSOCIATED WORKS – PHASE 1: CONTRACT 2

T2.1 LIST OF RETURNABLE DOCUMENTS
--

The Tenderer must complete the following returnable documents:

T2.2 Returnable Documents required for Tender evaluation purposes		
1	Form 2.2.1	General Information of the Tenderer
2	Form 2.2.2	Authority for Signatory
3	Form 2.2.3	Schedule of Previous Experience
4	Form 2.2.4	Schedule of Current Projects
5	Form 2.2.5	Declaration of good standing regarding tax
6	Form 2.2.6	Certificate of Attendance at Site Meeting
7	Form 2.2.7	Proposed Key Personnel
8	Form 2.2.8	Schedule Equipment to be used
9	Form 2.2.9	Schedule of Proposed Sub-Contractors
10	Form 2.2.10	Financial References

T2.3 Returnable Documents that will be incorporated into the contract		
1	Form 2.3.1	Record of Addenda to Tender Documents
2	Form 2.3.2	Procurement Form

O. R. TAMBO DISTRICT MUNICIPALITY

PROJECT NO: MIS 382643 B

UPGRADING OF THE TSOLO TOWN SEWER RETICULATION AND ASSOCIATED WORKS – PHASE 1: CONTRACT 2

T2.2 RETURNABLE DOCUMENTS

RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Form 2.2.1	General Information of Tenderer
Form 2.2.2	Authority of Signatory
Form 2.2.3	Schedule of Previous Experience
Form 2.2.4	Schedule of Current Projects
Form 2.2.5	Declaration of good standing regarding tax
Form 2.2.6	Registration on the Central Supplier Database
Form 2.2.7	Certificate of Attendance at Site Meeting
Form 2.2.8	Proposed Key Personnel
Form 2.2.9	Schedule of Proposed Sub-consultants
Form 2.2.10	Financial References
Form 2.2.11	Declaration of interest

FORM 2.2.1 GENERAL INFORMATION OF TENDERER

1. **Name of Tenderer:**

2. **Contact details**

Address :

Tel no :

Fax no :

Cell no :

E-mail address:

3. **Legal entity: Mark with an X.**

Sole proprietor	
Partnership	
Close corporation	
Company (Pty) Ltd	
Joint venture	

In the case of a Joint venture, provide details on joint venture members:

Joint venture member	Type of entity (as defined above)

4. **Income tax reference number:**
 (in case of a joint venture, provide for all joint venture members)

5. **Municipal services area where the enterprise is registered:**
 (in case of a joint venture, provide for all joint venture members)

6. **Company / close corporation Registration Number:**
 (in case of a joint venture, provide for all joint venture members)

7. **VAT Registration number:**
 (in case of a joint venture, provide for all joint venture members)

8. **CIDB registration number:**
 (in case of a joint venture, provide for all joint venture members)

ATTACH THE FOLLOWING DOCUMENTS HERETO

1. For Closed Corporations
Certified copies of CK1 or CK2 as applicable (Founding Statement)

2. For Companies
Certified copies of Shareholders register

3. ID copies
Certified ID Copies for members

4. CIDB registration
Proof of registration with CIDB

5. CSD registration
Proof of registration with Central Supplier Database

6. For Joint Venture Agreements
Copy of the Joint Venture Agreement between all the parties, as well as the certified documents in (1), and or (2) and (4) and (4) of each Joint Venture member.

7. Copy of the latest municipal service account where enterprise is registered

8. Director's / Shareholder's Municipal Rates

9. Latest Copy of the B-BBEE Certificate

10. Central Supplier Database Summary Report

FORM 2.2.2 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 attaching to this form a **duly signed and dated original or certified copy** of the relevant resolution of their members or their board of directors, as the case may be.

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

Mr

has been duly authorized to sign all documents in connection with the Tender for Contract Numberand any Contract which may arise there from on behalf of

(BLOCK CAPTIALS)

SIGNED ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS

DATE
:

FULL NAMES OF SIGNATORY

AS WITNESSES: 1.
2.

FORM 2.2.2 CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed by 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 and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner CIDB registration no		Signature. Name Designation.....
CIDB registration no		Signature. Name Designation.....
CIDB registration no		Signature. Name Designation.....
CIDB registration no		Signature. Name Designation.....

ATTACH HERETO THE DULY SIGNED AND DATED
ORIGINAL OR CERTIFIED COPY OF AUTHORITY OF
SIGNATORY ON COMPANY LETTERHEAD

FORM 2.2.3 SCHEDULE OF PREVIOUS EXPERIENCE

Provide the following information on relevant previous experience (indicate specifically projects of similar or larger size and/or which is similar with regard to type of work).

Description	Value (R) VAT excluded	Year(s) work executed	Reference		
			Name	Organisation	Tel no

Name of Tenderer:

Date:

Signature :

Full name of signatory:

FORM 2.2.4 SCHEDULE OF CURRENT PROJECTS

Provide the following information on current relevant projects. **This information is material to the award of the Contract.**

Description	Value (R) VAT excluded	Date Appointed	Reference		
			Name	Organisation	Tel no

Name of Tenderer: Date:

Signature :

Full name of signatory:

FORM 2.2.5 DECLARATION OF GOOD STANDING REGARDING TAX

SOUTH AFRICAN REVENUE SERVICES	Tender No: Closing Date:	
DECLARATION OF GOOD STANDING REGARDING TAX		
PARTICULARS		
1. Name of Taxpayer/Tenderer:		
2. Trade Name:		
3. Identification Number: (If applicable)	<input style="width: 100%;" type="text"/>	
4. Company / Close Corporation registration number:	<input style="width: 100%;" type="text"/>	
5. Income Tax reference number:	<input style="width: 100%;" type="text"/>	
6. VAT registration number: (If applicable)	<input style="width: 100%;" type="text"/>	
7. PAYE employer's registration number: (If applicable)	<input style="width: 100%;" type="text"/>	
8. Monetary value of Bid:	<input style="width: 100%;" type="text"/>	
<i>DECLARATION</i>		
<p>I, the undersigned, the above taxpayer/Bidder, hereby declare that my Income Tax, Pay-As-You-Earn (PAYE) and Value-Added-Tax (VAT) obligations of the above-mentioned taxpayer, which include the rendition of returns and payment of the relevant taxes:</p> <p>(i) Have been satisfied in terms of the relevant Acts; or</p> <p>(ii) That suitable arrangements have been made with the Receiver of Revenue,..... to satisfy them.*</p>		
..... SIGNATURE CAPACITY DATE
<u>PLEASE NOTE:*</u>		The declaration (ii) cannot be made unless formal arrangements have been made with the Receiver of Revenue with regard to any outstanding revenue/outstanding tax returns.

ATTACH ORIGINAL
VALID TAX VERIFICATION PIN

FORM 2.2.6 REGISTRATION ON THE CENTRAL SUPPLIER DATABASE
--

Attach proof of registration with the Central Supplier Database. **This information is material to the award of the Contract.**

**ATTACH CERTIFIED PROOF OF REGISTRATION ON THE NATIONAL
CENTRAL SUPPLIER DATABASE**

FORM 2.2.7 CERTIFICATE OF ATTENDANCE AT SITE MEETING

This is to certify that I, (Name)

duly authorised representative of(Tenderer)

Address:

Date:

Visited the site on(date) in the presence of

.....
(Engineer)

I have made myself familiar with the sites and all the local conditions likely to influence the work and the cost thereof.

I further certify that I am satisfied with the description of the work and explanations given by the said Engineer and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

REPRESENTATIVE OF EMPLOYER

REPRESENTATIVE OF TENDERER

FORM 2.2.8 PROPOSED KEY PERSONNEL

The Tenderer shall list below the key personnel (**including first nominee and the second choice alternate**) including CV's, whom he proposes to employ on the project should his Tender be accepted, both at his headquarters and on the Site, to direct and for the execution of the work, together with their qualifications, experience, positions held and their nationalities.

No	Name	Qualification	Designation	YEARS WITH CURRENT COMPANY

Name of Tenderer:

Date:

Signature :

Full name of signatory:

FORM 2.2.9 SCHEDULE OF PROPOSED SUB-CONTRACTORS

NAME OF SUB-CONTRACTOR	FULL DESCRIPTION OF WORK TO BE PERFORMED BY SUB- CONTRACTORS

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

Name of Tenderer: Date:

Signature :

Full name of signatory:

FORM 2.2.10 FINANCIAL REFERENCES

FINANCIAL STATEMENTS

I/We agree to furnish an audited copy of the latest set of financial statements together with my/our Directors' and Auditors' report for consideration by the Client.

DETAILS OF TENDERERS BANKING INFORMATION

I/We hereby authorise the Client/Engineer to approach all or any of the following banks for the purposes of obtaining a financial reference:

BANK NAME:									
ACCOUNT NAME: <i>(e.g. ABC Civil Construction cc)</i>									
ACCOUNT TYPE: <i>(e.g. Savings, Cheque etc)</i>									
ACCOUNT NO:									
ADDRESS OF BANK:									
CONTACT PERSON:									
TEL. NO. OF BANK / CONTACT:									
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> (Tick which is appropriate)	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"/>								

Name of Tenderer: Date:

Signature :

Full name of signatory:

ATTACH AUDITED
FINANCIAL STATEMENTS

FORM 2.2.11 MUNICIPAL BIDDING DOCUMENTS

MBD 1

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF O. R. TAMBO DISTRICT MUNICIPALITY					
BID NUMBER:	MIS 382643 B	CLOSING DATE:	15 JULY 2022	CLOSING TIME:	12.00PM
DESCRIPTION:	UPGRADING OF TSOLO TOWN SEWER RETICULATION AND ASSOCIATED WORKS-PHASE 1 CONTRACT 2				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:

<i>TENDER BOX, GROUND FLOOR, O. R. TAMBO DISTRICT MUNICIPALITY BUILDING</i>
<i>NELSON MANDELA DRIVE</i>
<i>MYEZO PARK</i>
<i>MTHATHA</i>
<i>EASTERN CAPE</i>

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		CSD No:		
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	SCM DEPARTMENT		CONTACT PERSON	MR. NKOSIYABO NOTO	
CONTACT PERSON	MR. SAKHIWO HOPA		TELEPHONE NUMBER	047 501 6425	
TELEPHONE NUMBER	047 501 6449		FACSIMILE NUMBER	N/A	
FACSIMILE NUMBER	N/A		E-MAIL ADDRESS	nkosiyabon@ortambodm.gov.za	
E-MAIL ADDRESS	sakhiw@ortambodm.org.za				

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED).
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER’S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA .
2.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
 2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 3.1 Full Name of bidder or his or her representative:.....
 - 3.2 Identity Number:
 - 3.3 Position occupied in the Company (director, trustee, shareholder²):
.....
 - 3.4 Company 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.....
.....

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

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

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

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

3.9.1 If yes, furnish particulars.....
.....

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

3.10.1 If yes, furnish particulars
.....

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

3.11.1 If yes, furnish particulars.....
.....

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

3.12.1 If yes, furnish particulars
.....

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

3.13.1 If yes, furnish particulars.....
.....

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

3.14.1 If yes, furnish particulars
.....

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

Full name	Identity number	State employee number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

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

NO.	QUESTION	ANSWER (TICK WHICH RESPONSE IS APPLICABLE)	
		YES	NO
1.	Are you by law required to prepare annual financial statements?		
1.1	If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the last 3 years.		

NO.	QUESTION	ANSWER (TICK WHICH RESPONSE IS APPLICABLE)	
		YES	NO
2.	Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than 3 months or any other service provider in respect of which payment is overdue for more than 30 days?		
2.1	If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than 3 months or other service provider in respect of which payment is overdue for more than 30 days.		
2.2	If yes, provide details:		

NO.	QUESTION	ANSWER (TICK WHICH RESPONSE IS APPLICABLE)	
		YES	NO
3.	Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?		
3.1	If yes, provide details:		
NO.	QUESTION	ANSWER (TICK WHICH RESPONSE IS APPLICABLE)	
		YES	NO

4.	Will any portion of the goods of services be sourced from outside the Republic, and if so, what portion, and whether any portion of payment from the municipality is expected to be transferred outside of the Republic?		
4.1	If yes, provide details:		

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<p>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).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>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?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	<p>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?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.

- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

**PROJECT NO.: MIS382643 B: UPGRADING OF TSOLO TOWN SEWER RETICULATION AND ASSOCIATED
WORKS – PHASE 1: CONTRACT 2**

in response to the invitation for the bid made by:

O. R. TAMBO DISTRICT MUNICIPALITY

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

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

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

O. R. TAMBO DISTRICT MUNICIPALITY

PROJECT NO: MIS 382643 B

UPGRADING OF THE TSOLO TOWN SEWER RETICULATION AND ASSOCIATED WORKS – PHASE 1: CONTRACT 2

T2.3 RETURNABLE DOCUMENTS

RETURNABLE DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

- Form 2.3.1 Record of Addenda to Tender Documents
- Form 2.3.2 Procurement Form

FORM 2.3.1 RECORD OF ADDENDA TO TENDER DOCUMENTS

(Addenda received from Engineer for amendments on Tender Documentation)

	Date	Title or Details
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Name of Tenderer:

Date:

Signature :

Full name of signatory:

FORM 2.3.2 PROCUREMENT FORM

Acceptable Tenders will be evaluated using a system that awards points on the basis of Tender price and the meeting of specific goals.

DEFINITIONS

“Acceptable Tender” means any Tender which, in all respects, complies with the conditions of Tender and specifications as set out in the Tender document, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and the Supply Chain Management of Council.

“Council” refers to the O. R. TAMBO DISTRICT Municipality.

“Equity ownership” refers to the percentage ownership and control, exercised by individuals within an enterprise and they are involved in the day to day running of the Company.

“HDI equity ownership” refers to the percentage of an enterprise, which is owned by individuals, or in the case of a company, the percentage shares that are owned by individuals meeting the requirements of the definition of a HDI.

“Historically disadvantaged individuals (HDIs)” means all South African citizens –

- (i) Who had no franchise in national elections prior to the introduction of the 1983 and 1993 constitutions (Referred to as Previously Disadvantaged Individuals (PDIs) in this document)
- (ii) Women
- (iii) Disabled persons.

“SMME’s” (small, medium and micro enterprises) refers to separate and distinct business entities, including co-operative enterprises and NGOs, managed by one owner or more, as defined in the National Small Business (Act 102 of 1996). Refer to the attached addendum for a definition of SMME’s for different economic sectors.

Tenders are adjudicated in terms of NDM Procurement Policy, and the following framework is provided as a guideline in this regard.

1. Technical adjudication and General Criteria

- Tenders will be adjudicated in terms of inter alia:
- Compliance with Tender conditions
- Technical specifications

If the Tender does not comply with the Tender conditions, the Tender will be rejected. If technical specifications are not met, the Tender may also be rejected.

With regard to the above, certain actions or errors are unacceptable, and warrants **REJECTION OF THE TENDER**, for example:

- A Tax Verification Pin. (**Only valid tax verification pin** must be attached to the Tender document).
- Pages to be completed, removed from the Tender document, and have therefore not been submitted.
- Failure to complete the schedule of quantities as required
- Scratching out without initialling next to the amended rates or information.
- Writing over / painting out rates / the use of tippex or any erasable ink, eg. Pencil.
- Failure to attend compulsory site inspections
- The Tender has not been properly signed by a party having the authority to do so, according to the **Form 2.2.2 – “Authority for Signatory”**
- No authority for signatory submitted.
- Form of Offer not completed.
- Particulars required in respect of the Tender have not been provided – non-compliance of Tender requirements and/or specifications.
- The Tenderer’s attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract.
- The Tender has been submitted after the relevant closing date and time
- Each page of the Contract portion of this Tender document (Part C1 – C4) must be initialled by the authorised person in order for the document to constitute a proper Contract between the Employer (ORTDM) and the undersigned.
- If any municipal rates and taxes or municipal service charges owed by that Tenderer or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months.
- If any Tenderer who during the last five years has failed to perform satisfactorily on a previous contract with the municipality or any other organ of state after written notice was given to that Tenderer that performance was unsatisfactory.

2. Size of enterprise and current workload

Evaluation of the Tenderer’s position in terms of:

- Previous and expected current annual turnover
- Current contractual obligations
- Capacity to execute the contract

3. Staffing profile

Evaluation of the Tenderer’s position in terms of:

- Staff available for this contract being Tendered for
- Qualifications and experience of key staff to be utilised on this contract

4. Financial ability to execute the contract:

Evaluation of the Tenderer’s financial ability to execute the contract. Emphasis will be placed on the

following:

- Contact the Tender's bank manager to assess the Tenderer's financial ability to execute the contract and the Tenderer hereby grants his consent for this purpose.

5. Good standing with SA Revenue Services

- Determine whether an original valid tax verification pin has been submitted.
- The Tenderer must affix an original valid Tax Verification Pin to page T2.2.9 of the Tender document.

6. Penalties

The O. R. TAMBO District Municipality will if upon investigation it is found that a preference in terms of the Contract has been obtained on a fraudulent basis, or any specified goals are not attained in the performance of the contract, on discretion of the Municipal Manager, one or more of the following penalties will be imposed:

- Cancel the contract and recover all losses or damages incurred or sustained from the Tenderer.
- Impose a financial penalty of twice the theoretical financial preference associated with the claim, which was made in the Tender.
- Restrict the suppliers, its shareholders and directors on obtaining any business from the O. R. TAMBO District Municipality for a period of 5 years.

DECLARATION

I/We the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm, certifies that the items mentioned in part of the foregoing procurement form and returnable documents qualifies/qualify for the preference(s) shown and acknowledge(s) that:

The information furnished is true and correct.

The contractor may be required to furnish documentary proof to the satisfaction of the O. R. TAMBO District Municipality that the claims are correct.

If the claims are found to be inflated, the O. R. TAMBO District Municipality may, in addition to any other remedy it may have, recover from the contractor all cost, losses or damages incurred or sustained by the O. R. TAMBO District Municipality as a result of the award of the contract and/or cancel the contract and claim any damages which the O. R. TAMBO District Municipality may suffer by having to make less favourable arrangements after such cancellation.

Signature of Tenderer

Signed at _____ on ____ day of _____ 202__

For the tenderer

WITNESSES:

1. _____

2. _____

NATIONAL TREASURY

NO. R. 32

20 JANUARY 2017

**PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000:
PREFERENTIAL PROCUREMENT REGULATIONS, 2017**

The Minister of Finance has, in terms of section 5 of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000), made the regulations set out in the Schedule.

SCHEDULE

Preferential Procurement Regulations, 2017

Contents

1. Definitions
2. Application
3. Identification of preference point system, designated sector, pre-qualification criteria, objective criteria and subcontracting
4. Prequalification criteria for preferential procurement
5. Tenders to be evaluated on functionality
6. 80/20 preference point system for acquisition of goods or services for Rand value equal to or above R30 000 and up to R50 million
7. 90/10 preference point system for acquisition of goods or services with Rand value above R50 million
8. Local production and content
9. Subcontracting as condition of tender
10. Criteria for breaking deadlock in scoring
11. Award of contracts to tenderers not scoring highest points
12. Subcontracting after award of tender
13. Cancellation of tender
14. Remedies
15. Circulars and guidelines
16. Repeal of Regulations and saving
17. Short title and commencement

Definitions

1. In these Regulations, unless the context indicates otherwise, any word or expression to which a meaning has been assigned in the Act must bear the meaning so assigned-

“B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

“B-BBEE status level of contributor” means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

“black designated groups” has the meaning assigned to it in the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

“black people” has the meaning assigned to it in section 1 of the Broad-Based Black Economic Empowerment Act;

“Broad-Based Black Economic Empowerment Act” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

“co-operative” means a co-operative registered in terms of section 7 of the Co-operatives Act, 2005 (Act No. 14 of 2005);

“designated group” means-

- (a) black designated groups;
- (b) black people;
- (c) women;
- (d) people with disabilities; or
- (e) small enterprises, as defined in section 1 of the National Small Enterprise Act, 1996 (Act No. 102 of 1996);

“designated sector” means a sector, sub-sector or industry or product designated in terms of regulation 8(1)(a);

“EME” means an exempted micro enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

“functionality” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents;

“military veteran” has the meaning assigned to it in section 1 of the Military Veterans Act, 2011 (Act No. 18 of 2011);

“National Treasury” has the meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No. 1 of 1999);

“people with disabilities” has the meaning assigned to it in section 1 of the Employment Equity Act, 1998 (Act No. 55 of 1998);

“price” includes all applicable taxes less all unconditional discounts;

“proof of B-BBEE status level of contributor” means-

- (a) the B-BBEE status level certificate issued by an authorised body or person;
- (b) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
- (c) any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act;

“QSE” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

“Rand value” means the total estimated value of a contract in Rand, calculated at the time of the tender invitation;

“rural area” means-

- (a) a sparsely populated area in which people farm or depend on natural resources, including villages and small towns that are dispersed through the area; or
- (b) an area including a large settlement which depends on migratory labour and remittances and government social grants for survival, and may have a traditional land tenure system;

“stipulated minimum threshold” means the minimum threshold stipulated in terms of regulation 8(1)(b);

“the Act” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);

“township” means an urban living area that any time from the late 19th century until 27 April 1994, was reserved for black people, including areas developed for historically disadvantaged individuals post 27 April 1994;

“treasury” has the meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No. 1 of 1999); and

“youth” has the meaning assigned to it in section 1 of the National Youth Development Agency Act, 2008 (Act No. 54 of 2008).

Application

2. These Regulations apply to organs of state as envisaged in the definition of organ of state in section 1 of the Act.¹

Identification of preference point system, designated sector, pre-qualification criteria, objective criteria and subcontracting

3. An organ of state must-
- (a) determine and stipulate in the tender documents-
 - (i) the preference point system applicable to the tender as envisaged in regulation 6 or 7; or

¹ The definition of “organ of state” in section 1 of the Act in paragraph (a) to (e) includes-

- a national or provincial department as defined in the Public Finance Management Act, 1999;
- a municipality as contemplated in the Constitution;
- a constitutional institution as defined in the Public Finance Management Act;
- Parliament;
- a provincial legislature.

Paragraph (f) of the definition of organ of state in section 1 of the Act includes any other institution or category of institutions included in the definition of “organ of state” in section 239 of the Constitution and recognised by the Minister by notice in the Government Gazette as an institution or category of institutions to which the Act applies. Government Notice R. 501 of 8 June 2011 recognises, with effect from 7 December 2011, all public entities listed in Schedules 2 and 3 to the Public Finance Management Act, 1999, as institutions to which the Act applies. Note should be taken of notices issued from time to time in terms of paragraph (f) of this definition. The application of these Regulations is also subject to applicable exemptions approved in terms of section 3 of the Act.

- (ii) if it is unclear which preference point system will be applicable, 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;
- (b) determine whether pre-qualification criteria are applicable to the tender as envisaged in regulation 4;
- (c) determine whether the goods or services for which a tender is to be invited, are in a designated sector for local production and content as envisaged in regulation 8;
- (d) determine whether compulsory subcontracting is applicable to the tender as envisaged in regulation 9; and
- (e) determine whether objective criteria are applicable to the tender as envisaged in regulation 11.

Pre-qualification criteria for preferential procurement

4.(1) If an organ of state decides to apply pre-qualifying criteria to advance certain designated groups, that organ of state must advertise the tender with a specific tendering condition that only one or more of the following tenderers may respond-

- (a) a tenderer having a stipulated minimum B-BBEE status level of contributor;
- (b) an EME or QSE;
- (c) a tenderer subcontracting a minimum of 30% to-
 - (i) an EME or QSE which is at least 51% owned by black people;
 - (ii) an EME or QSE which is at least 51% owned by black people who are youth;
 - (iii) an EME or QSE which is at least 51% owned by black people who are women;
 - (iv) an EME or QSE which is at least 51% owned by black people with disabilities;
 - (v) an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;
 - (vi) a cooperative which is at least 51% owned by black people;
 - (vii) an EME or QSE which is at least 51% owned by black people who are military veterans;
 - (viii) an EME or QSE.

(2) A tender that fails to meet any pre-qualifying criteria stipulated in the tender documents is an unacceptable tender.

Tenders to be evaluated on functionality

5.(1) An organ of state must state in the tender documents if the tender will be evaluated on functionality.

- (2) The evaluation criteria for measuring functionality must be objective.
- (3) The tender documents must specify-
 - (a) the evaluation criteria for measuring functionality;
 - (b) the points for each criteria and, if any, each sub-criterion; and

- (c) the minimum qualifying score for functionality.
- (4) The minimum qualifying score for functionality for a tender to be considered further-
- (a) must be determined separately for each tender; and
- (b) may not be so-
- (i) low that it may jeopardise the quality of the required goods or services; or
- (ii) high that it is unreasonably restrictive.
- (5) Points scored for functionality must be rounded off to the nearest two decimal places.
- (6) A tender that fails to obtain the minimum qualifying score for functionality as indicated in the tender documents is not an acceptable tender.
- (7) Each tender that obtained the minimum qualifying score for functionality must be evaluated further in terms of price and the preference point system and any objective criteria envisaged in regulation 11.

80/20 preference point system for acquisition of goods or services for Rand value equal to or above R30 000 and up to R50 million

6.(1) The following formula must be used to calculate the points out of 80 for price in respect of a tender with a Rand value equal to or above R30 000 and up to a Rand value of R50 million, inclusive of all applicable taxes:

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

Where-

- P_s = Points scored for price of tender under consideration;
- P_t = Price of tender under consideration; and
- P_{\min} = Price of lowest acceptable tender.

(2) The following table must be used to calculate the score out of 20 for B-BBEE:

B-BBEE Status Level of Contributor	Number of Points
1	20
2	18
3	14
4	12
5	8
6	6

7	4
8	2
Non-compliant contributor	0

- (3) A tenderer must submit proof of its B-BBEE status level of contributor.
- (4) A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE may not be disqualified, but-
- (a) may only score points out of 80 for price; and
 - (b) scores 0 points out of 20 for B-BBEE.
- (5) A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract.
- (6) The points scored by a tenderer for B-BBEE in terms of subregulation (2) must be added to the points scored for price under subregulation (1).
- (7) The points scored must be rounded off to the nearest two decimal places.
- (8) Subject to subregulation (9) and regulation 11, the contract must be awarded to the tenderer scoring the highest points.
- (9)(a) If the price offered by a tenderer scoring the highest points is not market-related, the organ of state may not award the contract to that tenderer.
- (b) The organs of state may-
- (i) negotiate a market-related price with the tenderer scoring the highest points or cancel the tender;
 - (ii) if the tenderer does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the second highest points or cancel the tender;
 - (iii) if the tenderer scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the third highest points or cancel the tender.
- (c) If a market-related price is not agreed as envisaged in paragraph (b)(iii), the organ of state must cancel the tender.

90/10 preference point system for acquisition of goods or services with Rand value above R50 million

7.(1) The following formula must be used to calculate the points out of 90 for price in respect of a tender with a Rand value above R50 million, inclusive of all applicable taxes:

Where-

$$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

P_s = Points scored for price of tender under consideration;

P_t = Price of tender under consideration; and

P_{\min} = Price of lowest acceptable tender.

(2) The following table must be used to calculate the points out of 10 for B-BBEE:

B-BBEE Status Level of Contributor	Number of Points
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

(3) A tenderer must submit proof of its B-BBEE status level of contributor.

(4) A tenderer failing to submit proof of B-BBEE status level of contribution or is a non-compliant contributor to B-BBEE may not be disqualified, but-

(a) may only score points out of 90 for price; and

(b) scores 0 points out of 10 for B-BBEE.

(5) A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract.

(6) The points scored by a tenderer for B-BBEE contribution in terms of subregulation (2) must be added to the points scored for price under subregulation (1).

(7) The points scored must be rounded off to the nearest two decimal places.

(8) Subject to subregulation (9) and regulation 11, the contract must be awarded to the tenderer scoring the highest points.

(9)(a) If the price offered by a tenderer scoring the highest points is not market-related, the organ of state may not award the contract to that tenderer.

(b) The organs of state may-

- (i) negotiate a market-related price with the tenderer scoring the highest points or cancel the tender;
 - (ii) if the tenderer does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the second highest points or cancel the tender;
 - (iii) if the tenderer scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the third highest points or cancel the tender.
- (c) If a market-related price is not agreed as envisaged in paragraph (b)(iii), the organ of state must cancel the tender.

Local production and content

8.(1) The Department of Trade and Industry may, in consultation with the National Treasury-

- (a) designate a sector, sub-sector or industry or product in accordance with national development and industrial policies for local production and content, where only locally produced services or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content, taking into account economic and other relevant factors; and
- (b) stipulate a minimum threshold for local production and content.

(2) An organ of state must, in the case of a designated sector, advertise the invitation to tender with a specific condition that only locally produced goods or locally manufactured goods, meeting the stipulated minimum threshold for local production and content, will be considered.

(3) The National Treasury must inform organs of state of any designation made in terms of regulation 8(1) through a circular.

(4)(a) If there is no designated sector, an organ of state may include, as a specific condition of the tender, that only locally produced services or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.

(b) The threshold referred to in paragraph (a) must be in accordance with the standards determined by the Department of Trade and Industry in consultation with the National Treasury.

(5) A tender that fails to meet the minimum stipulated threshold for local production and content is an unacceptable tender.

Subcontracting as condition of tender

9.(1) If feasible to subcontract for a contract above R30 million, an organ of state must apply subcontracting to advance designated groups.

- (2) If an organ of state applies subcontracting as contemplated in subregulation (1), the organ of state must advertise the tender with a specific tendering condition that the successful tenderer must subcontract a minimum of 30% of the value of the contract to-
 - (a) an EME or QSE;

- (b) an EME or QSE which is at least 51% owned by black people;
- (c) an EME or QSE which is at least 51% owned by black people who are youth;
- (d) an EME or QSE which is at least 51% owned by black people who are women;
- (e) an EME or QSE which is at least 51% owned by black people with disabilities;
- (f) an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;
- (g) a cooperative which is at least 51% owned by black people;
- (h) an EME or QSE which is at least 51% owned by black people who are military veterans; or
- (i) more than one of the categories referred to in paragraphs (a) to (h).

(3) The organ of state must make available the list of all suppliers registered on a database approved by the National Treasury to provide the required goods or services in respect of the applicable designated groups mentioned in subregulation (2) from which the tenderer must select a supplier.

Criteria for breaking deadlock in scoring

10.(1) If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for B-BBEE.

(2) If functionality is part of the evaluation process and two or more tenderers score equal total points and equal preference points for B-BBEE, the contract must be awarded to the tenderer that scored the highest points for functionality.

(3) If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.

Award of contracts to tenderers not scoring highest points

11.(1) A contract may be awarded to a tenderer that did not score the highest points only in accordance with section 2(1)(f) of the Act.

(2) If an organ of state intends to apply objective criteria in terms of section 2(1)(f) of the Act, the organ of state must stipulate the objective criteria in the tender documents.

Subcontracting after award of tender

12.(1) A person awarded a contract may only enter into a subcontracting arrangement with the approval of the organ of state.

(2) A person awarded a contract in relation to a designated sector, may not subcontract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

(3) A person awarded a contract may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

Cancellation of tender

13. (1) An organ of state may, before the award of a tender, cancel a tender invitation if-

- (a) due to changed circumstances, there is no longer a need for the goods or services specified in the invitation;
- (b) funds are no longer available to cover the total envisaged expenditure;
- (c) no acceptable tender is received; or
- (d) there is a material irregularity in the tender process.

(2) The decision to cancel a tender invitation in terms of subregulation (1) must be published in the same manner in which the original tender invitation was advertised.

(3) An organ of state may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

Remedies

14.(1) Upon detecting that a tenderer submitted false information regarding its B-BBEE status level of contributor, local production and content, or any other matter required in terms of these Regulations which will affect or has affected the evaluation of a tender, or where a tenderer has failed to declare any subcontracting arrangements, the organ of state must-

- (a) inform the tenderer accordingly;
- (b) give the tenderer an opportunity to make representations within 14 days as to why-
 - (i) the tender submitted should not be disqualified or, if the tender has already been awarded to the tenderer, the contract should not be terminated in whole or in part;
 - (ii) if the successful tenderer subcontracted a portion of the tender to another person without disclosing it, the tenderer should not be penalised up to 10 percent of the value of the contract; and
 - (iii) the tenderer should not be restricted by the National Treasury from conducting any business for a period not exceeding 10 years with any organ of state; and
- (c) if it concludes, after considering the representations referred to in subregulation (1)(b), that-
 - (i) such false information was submitted by the tenderer-
 - (aa) disqualify the tenderer or terminate the contract in whole or in part; and
 - (bb) if applicable, claim damages from the tenderer; or
 - (ii) the successful tenderer subcontracted a portion of the tender to another person without disclosing, penalise the tenderer up to 10 percent of the value of the contract.

- (2)(a) An organ of state must-
- (i) inform the National Treasury, in writing, of any actions taken in terms of subregulation (1);

- (ii) provide written submissions as to whether the tenderer should be restricted from conducting business with any organ of state; and
- (iii) submit written representations from the tenderer as to why that tenderer should not be restricted from conducting business with any organ of state.
 - (b) The National Treasury may request an organ of state to submit further information pertaining to subregulation (1) within a specified period.
 - (3) The National Treasury must-
 - (a) after considering the representations of the tenderer and any other relevant information, decide whether to restrict the tenderer from doing business with any organ of state for a period not exceeding 10 years; and
 - (b) maintain and publish on its official website a list of restricted suppliers.

Circulars and guidelines

15. The National Treasury may issue-

- (a) a circular to inform organs of state of any matter pertaining to these Regulations; or
- (b) a guideline to assist organs of state with the implementation of any provision of these Regulations.

Repeal of Regulations and saving

16.(1) Subject to this regulation, the Preferential Procurement Regulations, 2011, published in Government Notice No R. 502 of 8 June 2011 (herein called "the 2011 Regulations), are hereby repealed with effect from the date referred to in regulation 17.

(2) Any sector designated and minimum threshold determined for local production and content for purposes of regulation 9 of the 2011 Regulations and in force immediately before the repeal of the 2011 Regulations, are regarded as having been done under regulation 8(1) of these Regulations.

(3) Any tender advertised before the date referred to in regulation 17 must be dealt with in terms of the 2011 Regulations.

Short title and commencement

17. These Regulations are called the Preferential Procurement Regulations, 2017 and take effect on 1 April 2017.

O. R. TAMBO DISTRICT MUNICIPALITY

PROJECT NO: MIS 382643 B

UPGRADING OF THE TSOLO TOWN SEWER RETICULATION AND ASSOCIATED WORKS – PHASE 1: CONTRACT 2

C1 AGREEMENTS AND CONTRACT DATA

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Special Condition
- C1.4 Occupational Health and Safety Specification
- C1.5 Supply Chain Management Policy

FORM C1.1

FORM OF OFFER AND ACCEPTANCE

FORM OF OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works: **Project: MIS 382643 B : Upgrading of Tsolo Town Sewer Reticulation and associated Works – Phase 1: Contract 2.**

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

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

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

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

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

Signature(s) _____

Name(s) _____

Capacity _____

For the tenderer _____
(Name and address of organisation)

Name & Signature
Of Witness _____
Name Date

ACCEPTANCE

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

The terms of the contract are contained in:

- Part 1 Agreements and Contract Data (which includes this Agreement)
- Part 2 Pricing Data
- Part 3 Scope of Work
- Part 4 Site information
- Part 5 Drawings

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 5 above.

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

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

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

Signature(s) _____

Name(s) _____

Capacity _____

For the tenderer: _____

(Name and address of organisation)

Name & Signature

Of Witness

Name

Date

SCHEDULE OF DEVIATIONS

Notes:

1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
2. A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid becomes 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 _____

6 Subject _____

Details _____

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any

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

FOR THE TENDERER:

Signatures (s) _____

Name(s) _____

Capacity _____

(Name and address of Organisation)

Name & Signature
Of Witness _____ Date _____

FOR THE EMPLOYER

Signatures (s) _____

Name(s) _____

Capacity _____

(Name and address of Organisation)

Name & Signature
Of Witness _____ Date _____

FORM C1.2 CONTRACT DATA

PART 1: DATA PROVIDED BY THE EMPLOYER

The contract data of this contract are:

- C1.2.1 Conditions of Contract
- C1.2.2 Data provided by the Employer
- C1.2.3 Data provided by the Contractor

C1.2.1 Conditions of Contract

The General Conditions of Contract for Construction Works 3rd Edition (2015) published by the South African Institution of Civil Engineering, is applicable to this contract. Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering www.saice.org.za

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

C1.2.2 Data provided by the employer

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

The following contract specific data are applicable to this Contract:

CONTRACT SPECIFIC DATA

The following contract specific data, referring to the General Conditions of Contract for Construction Works, Third Edition, 2015, are applicable to this Contract:

Clause 1.1.1.13:

The Defects Liability Period is **12 months**.

Clause 1.1.1.14:

The time for achieving Practical Completion is **12 Months**.

Clause 1.1.1.15:

The name of the Employer is **O. R. Tambo District Municipality**

Clause 1.1.1.26:

The Pricing Strategy is a Re-measurement

Clause 1.2.1.2:

The address of the Employer is: *Postal:* Private Bag x 6043, Mthatha 5100.

Physical: O. R. TAMBO House, Nelson Mandela Drive, Mthatha 5100.

Tel: [047] 501 6400

Fax: [047] 532 4166

Clause 1.1.1.16:

The name of the client is **O. R. Tambo District Municipality-District Engineering Services**

Clause 1.2.1.2:

The address of the client is ***Postal:* Private Bag x 6043, Mthatha 5100**

Clause 5.3.1:

The documentation required before commencement with Works execution are:

Approved Health and Safety Plan (Refer to Clause 4.3)

Initial programme (Refer to Clause 5.6)

Accepted security (Refer to Clause 6.2)

Insurance (Refer to Clause 8.6)

Clause 5.3.2:

The time to submit the documentation required before commencement with Works execution is **14 days**.

Clause 5.7.1:

Where the Rate of Progress falls behind the approved Programme of Works by three months, the Employer may terminate the contract giving a five days' notice

Clause 5.8.1:

The non-working days are Sundays and Saturdays

The special non-working days are:

(1) public holidays

(2) The year-end break commencing on **10/12/2022 and ending on 03/01/2023**.

Clause 5.11.1

In the event that the performance of the services has to be suspended on the grounds of Force Majeure, the period of performance shall be extended by the extent of the delay at no extra cost.

Clause 5.11.2

During the period of his inability to perform services as a result of an event of Force Majeure, the service provider shall not be entitled to any payment in terms of the contract.

Clause 5.13.1:

The penalty for failing to complete the Works is **R 1 000.00** per calendar per day.

Clause 5.16.3:

The latent defect period is **10 years**.

Clause 6.8.2

Contract Price Adjustment shall be applied on this contract

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

- The value of 'x' is 0.10
- The values of the coefficients are:
 - a= 0.25 [Labour]
 - b= 0.25 [Contractor's equipment]
 - c= 0.35 [Material]
 - d= 0.15 [Fuel]
- The urban area nearest the site is **Mthatha**.
- The applicable industry for the Producer Price Index for materials is **Civil Engineering**.
- The base month is the month before tenders close.

No Contract Price Adjustment in terms of this Clause shall be applicable to daywork".

In addition, the Contract Price Adjustment Schedule shall be amended as follows:

- "L" is the "Labour Index" and shall be the Consumer Price Index (CPI per Province) for the National Province wherein the larger part of the Site is located, as published in the Statistical News Release, P0141 Table A of Statistics South Africa. Additional Tables: Table 14 "CPI – all items according to area" of Statistics South Africa
- "P" is the "Plant Index" and shall be the Producer Price Index for Civil engineering plant as published in the Statistical News Release P0151.1, Table 4 of Statistics South Africa.
- "M" is the "Materials Index" and shall be the Producer Price Index for materials for Building and construction – Civil engineering as published in the Statistical News Release P0151.1, Table 2 or 3 of Statistics South Africa.
- "F" is the "Fuel Index" and shall be the Producer Price Index for Diesel at wholesale level as published in the Statistical News Release P0142.1, Table 1 of Statistics South Africa.

Clause 6.10.1.5:

The percentage advance on materials not yet built into the Permanent Works is **80%**

Clause 6.10.3:

The limit of retention money is

- (a) 15 % (fifteen percent) if option (3) security is selected.
- (b) 10% (ten percent) if option (4) security is selected
- (c) 5% (five percent) if option (5) security is selected

Clause 8.6.1.1.2:

The value of Plant and materials supplied by the Employer to be included in the insurance sum is **NIL**

Clause 8.6.1.1.3:

The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is **15%** of the value.

Clause 8.6.1.3:

The limit of indemnity for liability insurance is equal to the Contract Sum.

Clause 9.2.1

The Employer may terminate the contract:

- a) Where the services are no longer required
- b) Where the funding for the services is no longer available

- c) If the service provider does not remedy a failure in the performance of his obligations under the Contract within 7 days after having been notified thereof by the employer.
- d) If the service provider becomes insolvent or liquidated; or
- e) If as a result of Force Majeure, the Service Provider is unable to perform part or the whole service for a period of thirty (30) days.
- f) Where the Rate of Progress falls behind the approved Programme of Works by three months, the Employer may terminate the contract giving a five days' notice.

Clause 10.5.3

The number of Adjudication Board Members to be appointed is **one**.

C1.2.3 Data to be provided by the contractor

Clause 1.1.1.9 The name of the contractor is: (insert legal name)

Clause 1.2.1.2 The address of the contractor is:

Physical address _____

Postal Address _____

Telephone _____

Fax _____

Email _____

Clause 6.2.1 The security to be provided by the contractor shall be one of the following

Type of security: Note VAT is included in the contract sum and Value of works for calculating percentages	Contractor's choice. Indicate "Yes" or "no"
(1) Cash deposit of 15% of the Contract Sum	
(2) Performance guarantee (note A) of 10% of the Contract Sum	
(3) Retention of 15% of the value of the Works	
(4) Cash deposit of 10% of the contract sum plus retention of 5% of the value of the Works	
(5) Performance guarantee (Note A) of 10% of the contract sum plus a retention of 5% of the value of the works.	

Tenderer's signature

Note A

The Performance Guarantee shall be of an Insurance Company listed on the Johannesburg Stock Exchange or owned by such a company, a Registered South African Bank or a recognised government sponsored, provincial or national development agency.

C1.3 FORM OF GUARANTEE

PERFORMANCE GUARANTEE

For use with the General Conditions of Contract for Construction Works, Third Edition, 2015.

GUARANTOR DETAILS AND DEFINITIONS

“Guarantor” means:.....

Physical Address:.....

“Employer” means:.....

“Contractor” means:.....

“Engineer” means:.....

“Works” means:.....

“Site” means:.....

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

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

Amount in words:.....

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

Amount in words:.....

“Expiry Date” means:.....

CONTRACT DETAILS

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

PERFORMANCE GUARANTEE

1. The Guarantor’s liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor’s period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.

4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
 - 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum of the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
 - 5.2 a provisional or final sequestration of liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
 - 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.

14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate’s Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate’s Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate’s Court.

Signed at

Date

Guarantor’s signatory (1)

Capacity

Guarantor’s signatory (2)

FORM C1.3 SPECIAL CONDITION

Payment for the labour-intensive component of the works

Payment for works identified in the Scope of Work 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.

Applicable labour laws

The Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No. 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.

1 Introduction

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

1.2 In this document –

- (a) "**Department**" means any department of the State, implementing agent or contractor;
- (b) "**Employer**" means any department, implementing agency or contractor that hires workers to work in elementary occupations on a SPWP;
- (c) "**Worker**" means any person working in an elementary occupation on a SPWP;
- (d) "**Elementary** occupation" means any occupation involving unskilled or semi-skilled work;
- (e) "**Management**" means any person employed by a department or implementing agency to administer or execute an SPWP;
- (f) "**Task**" means a fixed quantity of work;
- (g) "**task-based work**" means work in which a worker is paid a fixed rate for performing a task;
- (h) "**task-rated worker**" means a worker paid on the basis of the number of tasks completed;
- (i) "**time-rated worker**" means a worker paid on the basis of the length of time worked.
- (j) "**Task rate or daily rate**" = *As per Government Gazette*

2 Terms of Work

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

3 Normal Hours of Work

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

4 Meal Breaks

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

5 Special Conditions for Security Guards

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

6 Daily Rest Period

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

7 Weekly Rest Period

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

8 Work on Sundays and Public Holidays

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

(b) Double the worker's daily task rate, if the worker works for more than four hours.

8.4 A time-rated worker who works on a public holiday must be paid –

- (a) The worker's daily rate of pay, if the worker works for less than four hours on the public holiday;
- (b) Double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.

9 Sick Leave

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

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

9.3 A worker may accumulate a maximum of twelve days' sick leave in a year.

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

9.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.

9.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.

9.7 An employer must pay a worker sick pay on the worker's usual payday.

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

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

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

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

10 Maternity Leave

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

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

10.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.

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

10.5 A worker may begin maternity leave –

- (a) four weeks before the expected date of birth; 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.

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

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

11 Family responsibility leave

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

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

12 Statement of Conditions

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

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

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

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

13 Keeping Records

13.1 Every employer must keep a written record of at least the following –

- (a) The worker's name and position;
- (b) In the case of a task-rated worker, the number of tasks completed by the worker;
- (c) In the case of a time-rated worker, the time worked by the worker;
- (d) Payments made to each worker.

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

14 Payment

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

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

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

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

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

14.6 Payment in cash or by cheque must take place –

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

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

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

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

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

15 Deductions

15.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.

15.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.

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

15.4 An employer may not require or allow a worker to –

- (a) Repay any payment except an overpayment previously made by the employer by mistake;
- (b) State that the worker received a greater amount of money than the employer actually paid to the worker; or
- (c) Pay the employer or any other person for having been employed.

16 Health and Safety

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

17 Compensation for Injuries and Diseases

- 17.1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- 17.2 A worker must report any work-related injury or occupational disease to their employer or manager.
- 17.3 The employer must report the accident or disease to the Compensation Commissioner.
- 17.4 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.

18 Termination

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

19 Certificate of Service

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

FORM C1.4 MONTHLY REPORTING

The successful bidder will be expected to assist with monthly reporting. These will include progress reports, labour reports, etc, submitted to the Project Manager on the dates to be stipulated.

O. R. TAMBO DISTRICT MUNICIPALITY

PROJECT NO: MIS 382643 B

**UPGRADING OF THE TSOLO TOWN SEWER RETICULATION AND
ASSOCIATED WORKS – PHASE 1: CONTRACT 2**

**FORM C1.5 O.R. TAMBO DISTRICT MUNICIPALITY OCCUPATIONAL
HEALTH AND SAFETY**

**HEALTH AND SAFETY SPECIFICATION
THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993
CONSTRUCTION REGULATIONS 2014**

SECTION 1

1. INTRODUCTION

This document was construed in order to comply with the provisions of the **OCCUPATIONAL HEALTH AND SAFETY ACT NO 85 OF 1993, and COVID-19 Occupational Health And Safety Measures in Workplace 2020.**

Definitions of words are those described in the Act and the Construction Regulations of 2014 and COVID-19 Occupational Health And Safety Measures in Workplace 2020.

This document formulates the specification of the O. R. TAMBO District Municipality in terms of the above act and forms part of the constitution of the organisation.

This document forms part of the employment contract of all employees and is as such accepted in writing by each employee. It also forms part of the agreement between the O. R. TAMBO District Municipality and all service providers.

No clause in this document shall be amended in any contract document construed by agents, designers or anyone else except so ordered or sanctioned by the O. R. TAMBO District Municipality in writing.

SCHEDULE

1.1 Definitions

1. In these Policy any word or expression to which a meaning has been assigned in the Act shall have the meaning so assigned and, unless the context otherwise indicates—

“Agent” means any person who acts as a representative for a client in the managing the overall construction work.

“angle of repose” means the steepest angle of a surface at which a mass of loose or fragmented material will remain stationary in a pile on a surface, rather than sliding or crumbling away;

“Batch plant” means machinery, appliances or other similar devices that are assembled in such a manner so as to be able to mix materials in bulk for the purposes of using the mixed product for construction work;

“Client” means O. R. TAMBO District Municipality;

“competent person” in relation to construction work, means any person having the knowledge, training and experience specific to the work or task being performed: Provided that where appropriate qualifications and training are registered in terms of the provisions of the South African Qualifications Authority Act, 1995 (Act No. 58 of 1995), these qualifications and training shall be deemed to be the required qualifications and training;

“Construction work” means any work in connection with—

- (a) The erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;
 - (b) The installation, erection, dismantling or maintenance of a fixed plant where such work includes the risk of a person falling;
 - (c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
 - (d) the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work;
- “construction vehicle”** means a vehicle used for means of conveyance for transporting persons or material or both such persons and material, as the case may be, both on and off the construction site for the purposes of performing construction work;

“Contractor” mean an employer, as defined in section 1 of the Act, who performs construction work and includes principal contractors;

“Design” in relation to any structure includes drawings, calculations, design details and specifications;

“Designer” means any person who—

- (a) prepares a design;
- (b) checks and approves a design;
- (c) arranges for any person at work under his control (including an employee of his, where he is the employer) to prepare a design, as well as;
- (d) Architects and engineers contributing to, or having overall responsibility for the design;
- (e) Build services engineers designing details for fixed plant;
- (f) Surveyors specifying articles or drawing up specifications;
- (g) Contractors carrying out design work as part of a design and build project;
- (h) Temporary works engineer designing formwork and false work; and
- (i) Interior designers, shop-fitters and landscape architects.

“ergonomics” means the application of scientific information concerning humans to the design of objects, systems and the environment for human use in order to optimise human well-being and overall system performance;

“Excavation work” means the making of any man-made cavity, trench, pit or depression formed by cutting, digging or scooping;

“explosive powered tool” means a tool that is activated by an explosive charge and that is used for driving bolts, nails and similar objects for the purpose of providing fixing;

“fall prevention equipment” means equipment used to prevent persons from falling from an elevated position, including personal equipment, body harness, body belts, lanyards, lifelines or physical equipment, guardrails, screens, barricades, anchorages or similar equipment;

“fall arrest equipment” means equipment used to arrest the person in a fall from an elevated position, including personal equipment, body harness, lanyards, deceleration devices, lifelines or similar equipment, but excludes body belts;

“fall protection plan” means a documented plan, of all risks relating to working from an elevated position, considering the nature of work undertaken, and setting out the procedures and methods to be applied in order to eliminate the risk;

“Hazard identification” means the identification and documenting of existing or expected hazards to the health and safety of persons, which are normally associated with the type of construction work being executed or to be executed;

“Health and safety file” means a file, or other record in permanent form, containing the information required as contemplated in these regulations;

“Health and safety plan” means a documented plan which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified;

“Health and safety specification” means a documented specification of all health and safety requirements pertaining to the associated works on a construction site, so as to ensure the health and safety of persons;

“material hoist” means a hoist used to lower or raise material and equipment, and includes cantilevered platform hoists, mobile hoists, friction drive hoists, scaffold hoists, rack and pinion hoists and combination hoists;

“Medical certificate of fitness” means a certificate valid for one year issued by an occupational health practitioner, issued in terms of these regulations, whom shall be registered with the Health Professions Council of South Africa;

“Method statement” means a written document detailing the key activities to be performed in order to reduce as reasonably as practicable the hazards identified in any risk assessment;

“Mobile plant” means machinery, appliances or other similar devices that is able to move independently, for the purpose of performing construction work on the construction site;

“National Building Regulations” means the National Building Regulations made under section 17(1) of the National Building Regulations and Building Standards Act, 1977 (Act No.103 of 1977), and published under Government Notice No. R.1081 of 10 June 1988, as amended;

“Person day” means one individual carrying out construction work on a construction site for one normal working shift;

“principal contractor” means an employer, as defined in section 1 of the Act who performs construction work and is appointed by the client to be in overall control and management of a part of or the whole of a construction site;

“professional engineer or professional certificated engineer” means any person holding registration as either a Professional Engineer or Professional Certificated Engineer under the Engineering Profession Act, 2000 (Act No. 46 of 2000);

“Professional technologist” means any person holding registration as a Professional Technologist under the Engineering Profession Act, 2000 (Act No. 46 of 2000);

“Provincial director” means the provincial director as defined in regulation 1 of the General Administrative Regulations under the Act;

“risk assessment” means a programme to determine any risk associated with any hazard at a construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard;

“Roof apex height” means the dimensional height in metres measured from the lowest ground level abutting any part of a building to the highest point of the roof;

“SABS 085” means the South African Bureau of Standards' Code of Practice entitled “The Design, Erection, Use and Inspection of Access Scaffolding”;

“**SABS 0400**” means the South African Bureau of Standards, Code of Practice for the application of the National Building Regulations;

“**SABS EN 1808**” means the South African Bureau of Standards’ Standard Specification entitled: “Safety requirements on suspended access equipment – Design calculations, stability criteria, construction-tests”;

“**SABS 1903**” means the South African Bureau of Standards’ Standard Front-end Specification entitled: “Safety requirements on suspended access equipment – Design calculations, stability criteria, construction-tests”;

“**Scaffold**” means any temporary elevated platform and supporting structure used for providing access to and supporting workmen or materials or both;

“**shoring**” means a structure such as a hydraulic, mechanical or timber/steel shoring system that supports the sides of an excavation and which is intended to prevent the cave-in or the collapse of the sides of an excavation, and “shoring system” has a corresponding meaning;

“**Structure**” means—

- (a) any building, steel or reinforced concrete structure (not being a building), railway line or siding, bridge, waterworks, reservoir, pipe or pipeline, cable, sewer, sewage works, fixed vessels, road, drainage works, earthworks, dam, wall, mast, tower, tower crane, batching plants, pylon, surface and underground tanks, earth retaining structure or any structure designed to preserve or alter any natural feature, and any other similar structure;
- (b) any formwork, false work, scaffold or other structure designed or used to provide support or means of access during construction work; or
- (c) any fixed plant in respect of work which includes the installation, commissioning, decommissioning or dismantling and where any such work involves a risk of a person falling two metres or more;

“**Suspended platform**” means a working platform suspended from supports by means of one or more separate ropes from each support;

“**The Act**” means the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993);

“**Tunnelling**” means the construction of any tunnel beneath the natural surface of the earth for a purpose other than the searching for or winning of a mineral

O. R. TAMBO DISTRICT MUNICIPALITY

**HEALTH AND SAFETY SPECIFICATION
THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993
CONSTRUCTION REGULATIONS 2014**

SECTION 2: DESIGNERS

1. All wording shall have the meaning as defined by the H&S Regulations 2014.
2. This specification is in terms of the H&S act 1993 and the regulations of 2014.
3. All work performed and procedures followed by designers shall be done according to the H&S regulations of 2014.
4. The client is aware of the fact that the appointment of a designer does not implicate that the designer becomes the agent of the client for the particular project. The appointment of an agent is done separately in writing and should be accepted by the designer as such.
5. The client is ultimately responsible for all safety issues regarding the project for which a designer is appointed and cannot contract out of his obligations in terms of the law.
6. The client shall not employ a designer should he have reasonable doubts that the designer is not able to execute work in a safe manner.
7. All designers shall have adequate insurance cover to indemnify the client for their acts and omissions in terms of professional conduct the H&S act in particular to indemnify the client against penalties imposed for acts or omissions. The client is aware of the fact that additional insurance over and above PI insurance is necessary to have himself indemnified by the designers for acts and omissions in terms of the H&S regulations. The professional indemnity insurance has a “negligent acts and omissions” wording only and therefore additional insurance is necessary to cover the client against penalties imposed in terms of the regulations.
8. Designers shall not accept work from the client if they are not capable of executing such work professionally and if such work cannot be executed in a safe manner, according to the provisions of the H&S regulations.
9. Designers shall execute all designs in terms of the relevant SABS and other acceptable codes and procedures and shall place great emphasis on safety issues including the maintenance procedures after inaugurations of such systems or projects.
10. Ergonomic parameters shall have high priority in all designs.

O. R. TAMBO DISTRICT MUNICIPALITY

**HEALTH AND SAFETY SPECIFICATION
THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993
CONSTRUCTION REGULATIONS 2014**

SECTION 3: PRINCIPAL CONTRACTORS (PC)

1. *All work by the PC shall be done in compliance with the provisions of the H&S regulations.*
2. The Employer recognises the right of each employee to work safely in a healthy environment under decent human conditions. Each employee has the right to return home safely and healthy to his home and family after each day's work.
3. Work shall not be done at the expense of human safety or health.
4. Work shall be executed under humane conditions, especially with reference to hours and H&S issues in mind.
5. The PC shall appoint a fulltime H&S Manager should he have more than 50 employees on site.
6. The PC shall conduct monthly safety meetings on site. All foremen, gang leaders and other employees shall participate and all incidents with relation to unsafe practices shall be discussed. Minutes of such meetings shall be kept in the H&S file.
7. Foremen and gang leaders shall, under the supervision of the H&S manager, conduct meetings with all staff and people under their direct supervision on a frequent basis. Minutes of such meetings shall be kept in the H&S file.
8. New personnel (temporary or full time employees) shall attend safety induction courses under the supervision of the H&S manager.
9. The PC shall install and maintain a box in which proposals for improvement of H&S procedures could be placed. All such proposals shall be considered, recorded and placed in the H&S file.
10. An adequate first aid facility shall be placed maintained on site and shall be adequately indicated by means of signs. All personnel shall be made aware of its existence and only trained first aid assistants shall be authorized to treat injuries.
11. The PC shall see that work is only executed by people trained for the particular task.
12. All safety equipment shall be SABS approved and under no circumstance shall any safety equipment be non-certified homemade equipment. Specifications and order details shall be kept in the H&S file.
13. Workers and personnel shall be attending safety courses on a regular basis and all information regarding such training shall be kept in the H&S file.
14. All employees shall be trained in safe working procedures and shall be trained on safety consciousness in particular. Employees in position of leadership shall be trained through accredited training processes in H&S matters.
15. The contractor shall prepare and maintain a safety plan for the particular project and shall train his personnel to work according to such plan.
16. Personnel and workers will be made aware of any natural hazards existing on site. They will also be made aware of items defined by the designer in his risk assessment.

17. No horseplay between employees will be tolerated on site. Neither will aggressive or threatening behaviour by anybody be allowed.
18. Workers shall wear appropriate protective clothing for the applicable task which shall include special safety equipment like protective eyewear, gloves, boots, ear protection, etc. Workers shall be issued with these items and copy of such issuing shall be kept in the H&S file.
19. Workers shall not be allowed to wear loose clothes and footwear.
20. Workers shall have the opportunity and right to prescribed rest, eating and toilet breaks.
21. Workers on nightshift shall be protected against inclement weather and shall have access to adequate food and drinks.
22. In cases where work is executed in remote or in security restricted areas, the PC will make provision for food to be supplied to his employees.
23. Potable water shall be made available free of charge to all workers on site.
24. Adequate toilet and washing facilities shall be made available to workers.
25. In the event of chemicals being present or used on site, the PC will allow for adequate shower facilities on site. All chemicals shall be stored according to specification and shall be clearly identified and marked in prescribed containers.
26. Workers under instruction to execute inherently unsafe procedures shall report such incidences to the H&S manager, designer of client immediately.
27. Unauthorised or unlawful instructions from foremen, gang leaders or colleagues shall be reported by the H&S manager immediately.
28. The PC shall stop his contractors if they work unsafely.
29. All specialist work shall be executed by registered artisans only.
30. Workers shall not be required to lift equipment or material heavier than 25kg or carry a load of more than 50 kg for more than 10 metres.
31. Workers shall not be exposed to conditions of heat where the temperature is above 40° Celsius and the humidity more than 75%. Likewise will personnel not be exposed to temperatures lower than –5° Celsius? Should the designer and the PC decide that the work is urgent; workers will be issued with proper protective clothing.
32. All workers shall have access to a shaded eating and resting place on site.
33. Workers executing tasks in rivers, trenches and other natural or artificial water ways shall be made aware of the hazard of flash floods and special precautions shall be made by the P C to implement an effective flood warning system.
34. Workers executing tasks in manholes for sewer or stormwater systems, shall be made aware of the existence of hazardous gasses in closed areas and shall be issued with gas masks in any event, even after tests conducted by the H&S manager has proven that no gasses are existent. Only specialists shall work in gas filled chambers.
35. Personnel executing work during rainy weather or under other wet conditions shall be equipped with proper gumboots and proper rain suits.
36. No personnel will be allowed to work in water unless gumboots are worn. Should the water be deeper than 300mm watertight suits shall be worn.

37. All ladders shall be fixed against scaffolding or other permanent structures.
38. Welding on site shall only be done by trained personnel behind adequate eye protecting shields and all welders shall wear proper protective gear.
39. Personnel operating grinders, saws or any other hand tools of similar description shall be equipped with the necessary eyewear and ear protection.
40. All personnel working under potentially dusty conditions shall wear nose and mouth filters.
41. Workers operating rock drilling equipment shall wear ear, nose and eye protection.
42. All scaffolding will comply with the H&S regulations.
43. Blasting will be done by specialists under the regulations of the Explosives Act.
44. Workers shall wear protective clothing when exposed to chemicals like cement, lime, detergents, tar, fumes, etc. Should work be executed in the presence of such material, adequate protective clothing and equipment shall be issued after permission is granted by the H&S manager.
45. Workers will not be allowed to make open fires on any part of the site unless it is made in designated areas approved by the H&S manager.
46. Fuel storage will only be allowed on certified areas on site.
47. Workers and other personnel will be trained for fire procedures and will practise such fire drill on a regular basis.
48. Assembly areas for emergency evacuations will be indicated by adequate signage.
49. The PC will have an attendance register for the purposes of identifying people before, during and after potential hazardous situations.
50. All transport supplied by the PC shall be on road worthy vehicles only and all transport shall be conducted in terms of the transport act.
51. Drivers of vehicles shall be responsible for the roadworthiness of vehicles and will report any dysfunctional vehicles to the PC.
52. All drivers will be responsible to handle vehicles in such a way to comply with the transport act.
53. Passengers of vehicles shall report any unsafe conduct to the PC immediately. Such report shall be forwarded to the H&S manager and shall be investigated. Copy of such procedure shall be entered into the H&S file.
54. Only trained personnel shall be permitted and required to operate construction machinery. All such machinery shall be maintained in a safe working condition.
55. All vehicles operating on site shall have audible warning signals if driven backwards.
56. No vehicle shall be kept on site if it is leaking oil or other substances.
57. No vehicle or equipment shall be operated on site if it produces noise above 90 decibel measured within a distance of 10,0 m from the unit.
58. Equipment producing serious dusty conditions shall only be operated under the supervision of the P C and the H&S manager with the necessary protection to workers.
59. All excavations on site shall be adequately protected and not only indicated.
60. Exploratory excavation to reveal services shall be done in a specific way.

All areas to be explored shall first be inspected by the landowner or local authority. Position of services identified shall then be verified by opening by hand, not by machine. Particular care shall be taken not to damage these services. Electrical services are inherently dangerous and shall be opened by skilled people only. These excavations shall not be left open without supervision. If necessary the excavation shall be backfilled temporarily with approved material until the specified modifications to the services can be made.

61. Access to excavations shall only be by means of ladders or stairs with handrails.
62. All refuse, unsafe material, potential hazardous material and rubbish shall be placed in designated areas to be removed on a regular basis.
63. Rainwater shall be contained in trenches or pipes in such a way that it will not cause contamination of material in these refuse areas.
64. All electrical sources or cables or overhead power lines should be regarded as live at all times and all workers on site shall be made aware of its existence during H&S meetings and as many times as necessary.
65. Adequate signage shall be used on site to indicate
 - Non-smoking areas on site
 - Safety exits / Emergency exits from buildings under construction
 - Stairs (temporary and permanent works)
 - Toilets
 - Firefighting equipment
 - Workmen busy with equipment overhead
 - Fire assembly points
 - Fire escapes
 - Areas where members of the public are not allowed.
 - First aid room
66. All visitors to the site shall be granted permission to the site only upon application through a predetermined procedure and records of these visitors shall be kept in the H&S file. Visitors shall attend safety induction training before entering the site. Areas out of bounds to all visitors shall be indicated clearly by means of adequate signs.
67. Work performed in public servitudes like the construction of streets or roads shall be done according to the specifications of the local or national authority and adequate signage shall be implemented.
68. People complaining about their health or people displaying symptoms of illness or disease, shall be allowed to go to the first aid facility or to visit a doctor or a clinic. Permission shall not be withheld unreasonably. In remote areas the PC is required to have reasonable ways of transporting people to a doctor or clinic whether the person is ill or injured on site.
69. Personnel must be informed about the location of the nearest doctor or clinic for casualty purposes and the PC shall provide such transport for injured workers and injured members of the public (within the limits of the site) free of charge.
70. A principal contractor who intends to carry out any construction work shall—
 - (a) before carrying out that work, notify the provincial director in writing of the construction work if it includes—
 - (i) The demolition of a structure exceeding a height of 3 metres; or
 - (ii) The use of explosives to perform construction work; or
 - (iii) The dismantling of fixed plant at a height greater than 3m.

- (b) before carrying out that work, notify the provincial director in writing when the construction work—
 - (i) Exceeds 30 days or will involve more than 300 person days of construction work; and
 - (ii) Includes excavation work deeper than 1m; or
 - (iii) Includes working at a height greater than 3 metres above ground or a landing.
- (2) The notification to the provincial director must be done on the form similar to Annexure A to this Policy.
- (3) A principal contractor shall ensure that a copy of the completed form is kept on site for inspection by an inspector, client, client's agent or employee.

O. R. TAMBO DISTRICT MUNICIPALITY

**HEALTH AND SAFETY SPECIFICATION
THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993
CONSTRUCTION REGULATIONS 2014**

SECTION 4: CLIENT

- (1) A client shall be responsible for the following in order to ensure compliance with the provisions of the Act—
- (a) to prepare a documented health and safety specification for the construction work, and provide any principal contractor who is making a bid or appointed to perform construction work for the client with the same;
 - (b) To promptly provide the principal contractor and his or her agent with any information which might affect the health and safety of any person at work carrying out construction work;
 - (c) To appoint each principal contractor in writing for the project or part thereof on a construction site;
 - (d) To take reasonable steps to ensure that each principal contractor's health and safety plan is implemented and maintained on the construction site: Provided that the steps taken, shall include periodic audits at intervals mutually agreed upon between the client and principal contractor, but at least once every month;
 - (e) to stop any contractor from executing construction work which is not in accordance with the principal contractor's health and safety plan for the site or which poses to be a threat to the health and safety of persons;
 - (f) to ensure that where changes are brought about, sufficient health and safety information and appropriate resources are made available to the principal contractor to execute the work safely;
 - (g) to ensure that every principal contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to work commencing on site; and
 - (h) To ensure that potential principal contractors submitting tenders, have made provision for the cost of health and safety measures during the construction process.
- (2) A client shall discuss and negotiate with the principal contractor the contents of the health and safety plan and thereafter finally approve the health and safety plan for implementation.
- (3) A client shall ensure that a copy of the principal contractor's health and safety plan is available on request to an employee, inspector or contractor.
- (4) O. R. TAMBO District Municipality shall not appoint a principal contractor to perform construction work, unless O. R. TAMBO District Municipality is reasonably satisfied that the principal contractor that he or she intends to appoint has the necessary competencies and resources to carry out the work safely.
- (5) A client may appoint an agent in writing to act as his or her representative and where such an appointment is made, the responsibilities as are imposed by these regulations upon a client, shall as far as reasonably practicable apply to the person so appointed.
- (6) No client shall appoint any person as his agent, unless the client is reasonably satisfied that the person he or she intends to appoint has the necessary competencies and resources to perform the duties imposed on a client by these regulations.

ANNEXURE A

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993
Regulation 3 of the Construction Regulations, 2014

NOTIFICATION OF CONSTRUCTION WORK

1.(a) Name and postal address of principal contractor:

(b) Name and tel. no of principal contractor's contact person:

2. Principal contractor's compensation registration number: _____

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

(b) Name and tel. no. of client's contact person or agent:

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

(b) Name and tel. no. of designer(s) contact person:

5. Name and telephone number of principal contractor's construction supervisor on site appointed in terms of regulation 6.(1). _____

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

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

8. Nature of the construction work:

9. Expected commencement date: _____

10. Expected completion date: _____

11. Estimated maximum number of persons on the construction site.

12. Planned number of contractors on the construction site accountable to principal contractor:

13. Name(s) of contractors already chosen.

Principal Contractor

Date

Client

Date

- **THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR PRIOR TO COMMENCEMENT OF WORK ON SITE.**
- **ALL PRINCIPAL CONTRACTORS THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF ANOTHER PRINCIPAL CONTRACTOR ON THE SAME SITE HAD DONE SO PRIOR TO THE COMMENCEMENT OF WORK.**

GUIDELINES FOR CONTRACT ADMINISTRATION



**O.R. TAMBO
DISTRICT MUNICIPALITY**

O.R. TAMBO DISTRICT MUNICIPALITY

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**GUIDELINES FOR CONTRACT ADMINISTRATION
IN TERMS OF THE CONSTRUCTION REGULATIONS 2014
HEALTH & SAFETY ACT 1993**

SECTION 1 AND 2

1. PURPOSE OF THIS DOCUMENT

This document describes the procedures to be followed in the execution of Engineering Projects for O. R. TAMBO District Municipality.

The role of all parties to the development project is described.

The document is in terms of the Construction Regulation 2014 of the Health and Safety Act 1993.

2. BACKGROUND

The Minister of Labour has on 18 July 2014 under section 43 of the Occupational Health and Safety Act 1993 (Act No. 85 of 1993) published new regulations in the Government Gazette 7721, Vol. 456. They have immediate effect and are applicable to the Construction Environment.

These regulations inter alia identify the different role players and their responsibilities, particularly the role of the client, the contractor and that of the designer.

The Construction Regulations endeavour to ensure that:

- i) Hazards or potential hazards to a healthy working environment are identified.
- ii) These hazards or potential hazards are removed or minimised.
- iii) Employers and Workers are made aware of the value of safe working procedures and train themselves to work safely in potential hazardous environments or under potentially unsafe conditions.

O. R. TAMBO DISTRICT MUNICIPALITY

**GUIDELINES FOR CONTRACT ADMINISTRATION
IN TERMS OF THE CONSTRUCTION REGULATIONS 2014
HEALTH & SAFETY ACT 1993**

SECTION 3

3. THE CLIENT

In terms of the law the client is ultimately responsible for all acts and omissions as far as health and safety is concerned on site. It should be noted that the client will be held legally responsible for every trespass of the regulations, not the designer or the contractor. The law makes provision for fines to be levied and unless the client has been indemnified by the designer or the contractor, such fines will have to be paid by the client.

Clients cannot contract out of their statutory obligations except where the law allows for it. Therefore any liability imposed upon them for statutory non-compliance, cannot be passed on to designers (consultants) or contractors.

In particular the client's responsibilities are defined as follows:

.1	To prepare a health and safety (H&S) specification for the work. This should cover the spectrum of activities handled by the client as part of his normal duties.	Clause 4(1)(a)
.2	To provide a risk assessment to the principal contractor.	Clause 4(1)(b)
.3	To appoint the principal contractor in writing.	Clause 4(1)(c)
.4	To ensure that the H&S plan is implemented.	Clause 4(1)(d)
.5	To stop any contractor executing work in an unsafe manner.	Clause 4(1)(e)
.6	To provide additional H&S information to the contractor should changes be made to the work?	Clause 4(1)(f)
.7	To ensure that the principal contractor is registered and in good standing with the workmen's compensation fund.	Clause 4(1)(h)
.8	To make sure tenderers have made provision in their offers for H&S measures.	Clause 4(1)(h)
.9	To discuss and approve the H&S plan with the principal contractor.	Clause 4(2)
.10	To keep a copy of the H&S plan of the principal contractor.	Clause 4(3)
.11	To <u>not</u> employ a contractor unless the client is reasonably satisfied that the principal contractor who is earmarked for an appointment has the necessary skills, competencies and resources to carry out the work safely.	Clause 4(4)
.12	The client can appoint an agent to handle his duties. The client can obviously also delegate some of his duties but this does not make the person responsible for such particular responsibilities as agent.	Clause 4(5)

The client should make sure whether such responsibilities are not already part of the designer in terms of the regulations

clause 9(2).

- .13 The client shall only appoint someone as his agent if he is reasonably satisfied that such person can handle such responsibilities.

Clause 4(6)

O. R. TAMBO DISTRICT MUNICIPALITY

**GUIDELINES FOR CONTRACT ADMINISTRATION
 IN TERMS OF THE CONSTRUCTION REGULATIONS 2014
 HEALTH & SAFETY ACT 1993**

SECTION 4

4. THE DESIGNER

The regulations do not use names like engineer, architect, etc. Instead the term designer has been introduced. The responsibilities of the designer are given in a sub-paragraph under the obligations of the Principal Contractor.

4.1	The regulations has a comprehensive definition of the designer and this includes:	Definitions "designer"
a)	A person preparing a design.	Definitions "structure"
b)	A person checking a design.	
c)	A firm preparing a design.	
d)	An architect or engineer contributing to or having responsibility for a design.	
e)	A building services engineer designing details of fixed plant (scaffolding or cranes).	
f)	A surveyor specifying articles or drawing up specification (Quantity Surveyor).	
g)	A contractor in design & build contract.	
h)	A contractor designing temporary work.	
i)	A interior designer, shop fitter and landscape architect.	
	The regulation also talks of "an engineer designing a structure". "Structure" is a wide concept and is given in paragraph 3.2.5.1(a) underneath.	
4.2	The designer does not automatically through an appointment become the agent of the client in terms of the regulations unless he is appointed in writing to that effect and he accepts such appointment in writing.	Clause 4(5)
4.3	The SAACE model agreement between the client and Engineer has a different meaning of the word "agent". According to the model agreement of SAACE the Engineer acts as the "agent" of the client in a conventional contractual context. "Agent" in terms of the Health & Safety regulations has a totally different meaning.	
4.4	It can be derived from the regulations that the client can appoint a designer to perform certain tasks of the client on his behalf. This still does not mean that these designers become his agent in terms of clause 4(5).	Clause 4(5)
4.5	The regulations are fairly quiet regarding the functions and responsibilities of the designer except when designing of a structure. It is again assumed that the client will identify certain functions to be done by the designer on his behalf.	

	Definitions
<p>4.5.1 "Structure" in terms of the regulations means:</p> <p>(a)</p> <ul style="list-style-type: none"> • any building • steel or reinforced concrete structure • railway line • railway siding • bridge • waterworks • reservoir • pipe or pipeline • cable • sewer • sewage works • fixed vessels • road • drainage works • earthworks • dam • wall • mast • tower • tower crane • batching plants • pylon • surface and underground tanks • earth retaining structure <p>or any structure designed to preserve or alter any natural feature and any other similar structure.</p> <p>(b) Any formwork, false work, scaffold or other structure designed or used to provide support or access during construction (structural engineering sector).</p> <p>(c) Fixed plant to prevent people from falling 2 meters or more.</p>	
<p>4.5.2 The designer is in fact regarded as a person delivering designs only and unless his role is defined by the client, his role is quite limited.</p>	<p>Clause 9(2)</p>
<p>4.5.3 The designer should inform the client and the principal contractor about anticipated dangers relating to the construction work. <u>This is in fact a Risk Assessment.</u></p>	<p>Clause 9(2)(b)</p>
<p>4.5.4 The designer (in the structural engineering context) shall further furnish to the contractor in writing:</p> <p>i) A geo-technical report.</p> <p>ii) The loading of the structure.</p> <p>iii) The method and sequence of the construction process.</p> <p>iv) He should exclude inherently dangerous methods of construction in his design.</p> <p>v) The maintenance of the structure shall be through safe procedures.</p> <p>vi) He should carry out inspections.</p> <p>vii) And stop the contractor from executing work dangerously.</p> <p>viii) A final inspection is necessary to ensure safety of the structure.</p> <p>ix) Great emphasis should be given to the ergonomic design of the structure.</p>	<p>Clause 9(2)</p>

- | | | |
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| x) | The engineer should also give input in the design of temporary work e.g. scaffolding. | Clause 10(c) |
|----|---|--------------|

O. R. TAMBO DISTRICT MUNICIPALITY

**GUIDELINES FOR CONTRACT ADMINISTRATION
 IN TERMS OF THE CONSTRUCTION REGULATIONS 2014
 HEALTH & SAFETY ACT 1993**

SECTION 5

5. THE PRINCIPAL CONTRACTOR (PC) AND CONTRACTOR

The responsibilities of these parties are comprehensively stipulated in the regulations.

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| <p>5.1 In general, it can be seen that the responsibilities of the PC (Principal Contractor) towards his contractors is Mutatis Mutandis to the responsibilities of the Client towards the PC.</p> | |
| <p>5.2 The PC is responsible for the collecting of these contractors' safety plans and to hold them to it.</p> | <p>Clause 5(1) and (2)</p> |
| <p>i) He should also stop his contractors should they work unsafely.</p> | <p>Clause 5(3)(d)</p> |
| <p>ii) He should appoint safety officers should the size of the work warrant it.</p> | <p>Clause 6(6)</p> |
| <p>iii) He should cause a risk assessment to be executed by a competent person.</p> | <p>Clause 7(1)</p> |
| <p>iv) Visitors to his site should undergo induction pertaining to H&S issues.</p> | <p>Clause 7(8)</p> |
| <p>v) He shall see to his employees induction and H&S training.</p> | <p>Clause 7(7)</p> |
| <p>vi) The employees of the PC and his contractors shall wear visible proof of their induction training.</p> | <p>Clause 7(9)(a)</p> |
| <p>5.3 The regulations also covers the detail of:</p> <ul style="list-style-type: none"> • Fall protection • Structures (under this heading the responsibilities of the designer of a structure is found) • Formwork and support work • Excavation work • Demolition work • Tunnelling • Scaffolding • Suspended platforms • Boatswain's chairs • Material hoists • Batch plants • Explosive powered tools • Cranes • Construction vehicles and mobile plant • Electrical installation and machinery on construction sites • Use and storage of flammable liquids on construction sites • Water environment • Housekeeping on construction sites • Stacking and storage on construction sites • Fire precautions on construction sites • Construction welfare facilities | <p>Clause 8</p> <p>Clause 9</p> <p>Clause 10</p> <p>Clause 11</p> <p>Clause 12</p> <p>Clause 13</p> <p>Clause 14</p> <p>Clause 15</p> <p>Clause 16</p> <p>Clause 17</p> <p>Clause 18</p> <p>Clause 19</p> <p>Clause 20</p> <p>Clause 21</p> <p>Clause 22</p> <p>Clause 23</p> <p>Clause 24</p> <p>Clause 25</p> <p>Clause 26</p> <p>Clause 27</p> |

O. R. TAMBO DISTRICT MUNICIPALITY

**GUIDELINES FOR CONTRACT ADMINISTRATION
IN TERMS OF THE CONSTRUCTION REGULATIONS 2014
HEALTH & SAFETY ACT 1993**

SECTION 6

6. APPOINTMENT OF THE DESIGNER

Clause 4(5)

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| 6.1 | The client appoints the consultant or designer as agent only for the particular project and also for the duration of the project. | |
| 6.2 | It is further important to distinguish between “agent” in terms of the SAACE model agreement between client and engineer and “agent” in terms of the H&S regulations. | |
| 6.3 | The responsibilities and duties of a designer in the H&S context are <u>those that are dictated by law and/or those respectively given to him by the client</u> , except when he is a structural engineer and designs a “structure” in which case clause 9(2) applies automatically. | |
| 6.4 | The client should only add to the responsibilities of the designer those which is not automatically in his hand in terms of clause 9(1) of the regulations. | |
| 6.5 | The following duties are not regarded as normal work of the designer of a “structure” and will therefore require an additional appointment. | |
| .1 | To ensure the H&S plan of the PC is implemented on site. | Clause 4(1)(d) |
| .2 | To ensure that changes to the design are also incorporated in the H&S plan. | Clause 4(1)(e) |
| .3 | To ensure that the principal contractor is registered and in good standing with the workmens’ compensation fund. | Clause 4(1)(f) |
| .4 | To see that the contractor registers the site as a construction site at the Department of Labour. | Clause 4(1)(g) |
| .5 | To discuss with the contractor the H&S plan and then recommend to the client the approval thereof. | Clause 4(2) |
| .6 | To keep a copy of the H&S plan of the contractor in his possession and see that a copy is forwarded to the client. | Clause 4(4) |
| .7 | Control the following on site: | |
| a) | To see that the principal contractor keeps the H&S file up to date and that it is given to the client upon completion of the contract. | Clause 5(7) |
| b) | To see that the principal contractor keeps a data base of all contractors involved with the project. | Clause 5(9) |
| c) | To see that the principal contractor appoints one or more construction supervisors. | |
| d) | To see that this person is dedicated to the particular project only. | Clause 6(4) |
| e) | To receive from the contractor his risk assessment and keep a copy of that for his and the clients records. | Clause 7(1) |

O. R. TAMBO DISTRICT MUNICIPALITY
**GUIDELINES FOR CONTRACT ADMINISTRATION
IN TERMS OF THE CONSTRUCTION REGULATIONS 2014
HEALTH & SAFETY ACT 1993**

SECTION 7

7. THE ROLE OF THE CLIENT

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| 7.1 | The client shall still prepare the H&S specification in terms of clause 4(1)(a) for its global activities. The H&S specification for the particular project is assigned to the designer. | Clause 4(1)(a) |
| 7.2 | The client shall approve of the H&S plan of the contractor, but on the recommendation of the consultant/ designer. | Clause 4(2) |
| 7.3 | The client employs the Principal Contractor. | Clause 4(1)(c) |
| 7.4 | The client can appoint an agent in which case all the responsibilities of the agent in the regulations are transferred to the agent. | Clause 4(5) |
| 7.5 | The client should only appoint an agent should he have made reasonably sure that the agent can handle the responsibility. | Clause 4(6) |
| 7.6 | The client shall not appoint a contractor if he is not reasonably sure that the contractor can execute such work in a safe manner. | Clause 4(4) |

O. R. TAMBO DISTRICT MUNICIPALITY

**GUIDELINES FOR CONTRACT ADMINISTRATION
IN TERMS OF THE CONSTRUCTION REGULATIONS 2014
HEALTH & SAFETY ACT 1993**

SECTION 8

8. THE ROLE OF THE PRINCIPAL CONTRACTOR

The principal contractor should execute the following duties:

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| .1 | Provide a health and safety plan. | 5(1) |
| .2 | See that his contractors comply with the regulations. | 5(2) |
| .3 | He should discuss the particular H&S plan. | 5(5) |
| .4 | He should have his H&S plan available. | 5(6) |
| .5 | He should have an H&S file available on site and hand it over to the client upon completion. | 5(7) |
| .6 | He should not employ contractors who are not capable. | 5(10) |
| .7 | He should have full time supervision on site. | 6(1) to 6(8) |
| .8 | He should produce a risk assessment of the work. | 7(1) |
| .9 | He should train his employees. | 7(4) |
| .10 | He should introduce induction training on site. | 7(7)/ 7(8) |
| .11 | All physical aspects of the regulations as in terms of the regulations. | |

O. R. TAMBO DISTRICT MUNICIPALITY

**GUIDELINES FOR CONTRACT ADMINISTRATION
IN TERMS OF THE CONSTRUCTION REGULATIONS 2014
HEALTH & SAFETY ACT 1993**

SECTION 9

9. THE PROCEDURE

9.1 The Client decides to execute work and appoints a designer to administer the work.

9.2 The scope of works and the exact duties of the designer are identified and given to him in writing.

The designer should affect insurance by which the client is indemnified (by the designer) for acts and omissions of the designer. This type of insurance does not form part of the normal PI insurance provided by the designer.

The designer prepares a contract document and ensures that this document states clearly the following:

.1 A risk assessment of the project and the H&S specification of the client.

.2 All relevant information to enable the pricing of the contract.

9(2)(a)

.3 Items in the bill to enable the tenderer to price for the risk including insurance indemnifying the client. The document should state whether a full time safety officer is required on site.

9(2)(b)

.4 (i) Geotechnical information
(ii) Loading of the structure – in other words all relevant technical data taking the definition of “structure” into account.
(iii) The method and sequence of the process. This should identify the priorities of the client.

9(2)(c)(i) to (iii)

.5 Inherently dangerous procedures should be avoided in the design.

9(2)(d)

.6 The maintenance of the structure should be considered also so that this aspect would be safe and ergonomic too.

9(2)(e)

9.3 The tenderers then respond by each giving a H&S plan based on the risk assessment of the designer.

9.4 The client then chooses the contractor according to his procurement policy (taking into account his ability to do the work safely) and appoints him in writing via the designer.

9.5 The chosen principal contractor then affects a detailed risk assessment and a risk management plan, based on the H&S specification.

- Once on site the principal contractor should register the site by means of the prescribed form and have it approved by the client/designer.
He should open and then maintain his H&S file through the duration of the contract.
- He should then further adhere to the provisions of the H&S regulations.
- 9.6 He should hand over the H&S file (recommend to do that with the designer's as-built drawings).
- 9.7 The designer should stop the work if he has reason to believe that the contractor is executing work in an unsafe manner.
- 9.8 Likewise should the principal contractor stop the work of his contractor(s) should he have reason to believe that such contractor is not working safely.

O. R. TAMBO DISTRICT MUNICIPALITY

**GUIDELINES FOR CONTRACT ADMINISTRATION
IN TERMS OF THE CONSTRUCTION REGULATIONS 2014
HEALTH & SAFETY ACT 1993**

SECTION 10

10. **CONTRACT DOCUMENTATION**

The contract documentation needs to emphasize the following points in order to comply with the Health and Safety Act 1993 and the Construction Regulations 2014.

A. **In the Specification section**

1. **Health and Safety Specification**

The Client shall issue the Designer with his Health and Safety specification and it shall be included as such in the document.

Should the Designer be of the opinion that variations and additions be made to the specification, due to the nature of the particular project, he shall forward the proposed variation or addition to the NDM who will authorize this in writing.

2. **Risk Assessment**

This can form part of the contract specifications.

It is necessary to identify to the contractor:

- i) The situation on site as it is with all the potential hazards and dangers involved.
- ii) The nature of the work and the situations that the average contractor would encounter during the execution of the work. The nature of the work and the expected risks should be described in particular as well as the method and the sequence of the work.
- iii) The basic safety precautions that he should take.
- iv) The Safety and Health specification of the client.
- v) To allow sufficient items in the bill of quantities for the tenderer to price for the specified H&S precautions.

3. **Insurance**

The contractor shall affect insurance indemnifying the client against penalties levied upon the client due to the acts or omissions of the contractor in failing to comply with the provisions of the H&S regulations 2014.

The contractor shall prove to the Engineer that such insurance has been affected and maintained during the construction.

B. **The Tender Rules**

The tender rules shall contain a clause requiring the contractor to submit a H&S plan based on the risk assessment given in the contract document. It should also state that the client is bound by law not to appoint a contractor should he be reasonably sure that the contractor would not be able to execute the work safely should he be appointed.

The following example is recommended.

Compliance with the Regulations of the H&S Act 2014

Tenderers are required to study the published risk assessment and provide Annexure Y his Health and Safety Plan. Generic document will be disregarded. Such H&S plan should give details regarding the tenderers intention of dealing with the risks.

Failure to submit such H&S plan will result in disqualification of the tender.

Tenderers are informed that the client is bound by law not to accept a tender should he be reasonable sure that the tenderer will not be able to execute the work safely.

O. R. TAMBO DISTRICT MUNICIPALITY

**GUIDELINES FOR CONTRACT ADMINISTRATION
IN TERMS OF THE CONSTRUCTION REGULATIONS 2014
HEALTH & SAFETY ACT 1993**

SECTION 11

11. CONCLUSION

The Construction Regulations 2014 was long overdue in the South African Civil Engineering Construction Industry. Role players will now be forced to implement them and an awareness of safe working environments will be cultivated.

Clients might initially detect a contemptuous attitude particularly from contractors and even designers or consultants. This should not deter clients since acts and omissions from these parties will bring clients in confrontation with the law.

Contract cost will certainly escalate due to the additional specifications but this should be weighed against the value of human lives improved and saved.

The construction industry, particularly the Civil Engineering Sector, will have to accept and embrace these regulations and then seriously look at its productivity to kerb the cost of the implementation process.

1.0 SCOPE

This part of the specification has the objective to assist principal contractors entering into contracts with The Employer that they comply with the Occupational Health and Safety (OH&S) Act, No 85 of 1993. Compliance with this document does not absolve the principal contractor from complying with minimum legal requirements, and the principal contractor remains responsible for the health and safety of his employees and those of his Mandataries. Principal and other contractors should therefore insist that this part of the specification from part of any contract that he may have with other contractors and/or suppliers.

This section covers the development of a health and safety specification that addresses all aspects of occupational health and safety as affected by this contract. It provides the requirements that the principal contractors and other contractors shall comply with in order to reduce the risks associated with this contract that may lead to incidents causing injury and/or ill health.

2.0 GENERAL OCCUPATIONAL HEALTH AND SAFETY PROVISIONS

2.1 Hazard Identification and Risk Assessment (Construction Regulation 7)

2.1.1 Risk Assessments

Paragraph 4 contains a generic list of risk assessment headings that have been identified by The Employer as possibly applicable to this contract. It is, by no means, exhaustive and is offered as assistance to contractors intending to bid.

Development of Risk Assessment

Every principal contractor performing construction work shall, before the commencement of any construction work or work associated with the aforesaid construction work and during such work, cause a risk assessment to be performed by a competent person, appointed in writing, and the risk assessment shall form part of the OH&S plan and be implemented and maintained as contemplated in Construction Regulation 5(1).

The risk assessment shall include at least:

- the identification of the risks and hazards to which persons may be exposed
- the analysis and evaluation of the risks and hazards identifies
- a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards that have been identified.
- a monitoring plan and
- a review plan

Based on the risk assessment, the principal contractor shall develop set site-specific OH&S rules that shall be applied to regulate the OH&S aspects of the construction. The risk assessment, together with the site-specific OH&S rules shall be submitted to The Employer before construction on site commences.

Despite the risk assessment listed in paragraph 4, the principal contractor shall conduct a baseline risk assessment and the aforesaid listed risk assessment shall be incorporated into the baseline risk assessment. The baseline assessment shall further include the standard working procedures and the applicable method statements based on the risk assessments.

All variations to the scope of work shall similarly be subjected to a risk assessment process.

2.1.2 Review of Risk Assessment

The principal contractor shall review the hazard identification, risk assessments and standard working procedures at each production planning and progress report meetings as the contract work develops and progresses and each time changes are made to the designs, plans and construction methods and processes. The principal contractor shall provide The Employer, other contractors and all other concerned parties with copies of any changes, alterations or amendments as contemplated in paragraph 2.1.3.

2.2 Legal Requirements

A principal contractor shall, as minimum, comply with:

The Occupational Health and Safety Act and Regulations (Act 85 of 1993), an up to date copy of which shall be available on site at all times.

The Compensation or Occupational Injuries and Diseases Act (Act 130 of 1993), an up to date copy of which shall be available on site at all times.

Where work is being carried out on a “mine”, the contractor shall comply with the Mines Health and Safety Act and Regulations (Act 29 of 1960) and any other OH&S requirements that the mine may specify. An up-to-date copy of the Mine’s Health and Safety Act and Regulations shall be available on site at all times.

Structure and Responsibilities

It is a requirement that the principal contractor, when he appoints contractors (Sub-contractors) in terms of Construction Regulations 5(3), 5(5), 5(10), and 5(12) includes in his agreement with such contractors the following:

- OH& S Act (85 of 1993), Section 37(2) agreement: “Agreement with Mandatory”
- OH&S Act (85 of 1993), Section 16(2) appointee/s as detailed in his / her/ their respective appointment forms.

2.2.3 Further (Specific) Supervision Responsibilities for OH & S

The contractor shall appoint designated competent employees and/or other competent persons as required by the Act and Regulations. Below is a generic list of identified appointments and may be used to select the appropriate appointments for this contract. The contractor shall note it is a generic list only and is intended for use as a guideline.

Ref. Section/ Regulation in OHS Act	
Batch Plant Supervisor	(Construction Regulation 6(1))
Construction Vehicles/ Mobile Plant/ Machinery Supervisor	(Construction Regulation 21)
Demolition Supervisor	(Construction Regulation 12)
Drivers/Operators of Construction Vehicles/ Plant	(Construction Regulation 21)
Electrical Installation and Appliances Inspector	(Construction Regulation 22)
Emergency/Security/Fire Control	(Construction Regulation 27)
Excavation Supervisor	(Construction Regulation 11)
Explosive powered Tool Supervisor	(Construction Regulation 19)
Fall Protection Supervisor	(Construction Regulation 8)
First Aider	(Construction Regulation 3)
Fire Equipment Inspector	(Construction Regulation 27)
Formwork & Support work Supervisor	(Construction Regulation 10)
Hazardous Chemical Substances Supervisor	(HCS Regulations)
Incident Investigator	(General Admin Regulation 29)
Ladder Inspector	(General Safety Regulation 13A)
Lifting Equipment Inspector	(Construction Regulation 20)
Material Hoist Inspector	(Construction Regulation 17)
OH&S Committee	(OH&S Section 19)
OH&S Officer	(Construction Regulation 6(6))
OH&S Representatives	(OHS Act Section 17)
Person Responsible for Machinery	(General Machinery Regulation 2)
Scaffolding Supervisor	(Construction Regulation 14)
Stacking & Storage Supervisor	(Construction Regulation 26)
Structures Supervisor	(Construction Regulation 9)
Suspended Platform Supervisor	(Construction Regulation 15)

Tunneling under Pressure Supervisor	(Construction Regulation 13)
Vessel under Pressure Supervisor	(Vessel under Pressure Regulations)
Working on/next to Water Supervisor	(Construction Regulation 24)
Welding Supervisor	(General Safety Regulation 9)

In addition The Employer requires that a Traffic Safety Officer be appointed (see COLTO Section 1500). The above appointments shall be in writing and the responsibilities clearly stated together with the period for which the appointment is made. This information shall be communicated and agreed with the appointees. Notice of appointments shall be submitted to The Employer. All changes shall also be communicated to the Employer.

The principal contractor or shall, furthermore, provide The Employer with an organogram of all contractors that he/she has appointed or intends to appoint and keep this list updated and prominently displayed on site. Where necessary, or when instructed by an inspector of the Department of Labour, the principal contractor shall appoint a component safety officer.

2.3.3 Designation of OH&S Representatives (Section 17 of the OH&S Act)

Where the principal contractor employs more than 20 persons (including the employees of other contractors (sub-contractors) he has to appoint one OH&S representatives for every 5 employees or part thereof. General Administrative Regulation 6 requires that the appointment or election and subsequent designation of the OH&S representatives be conducted in consultation with employee representatives or employees. (Section 17 of the Act and General Administrative Regulation 6 & 7). OH&S representatives shall be designated in writing and the designation shall include the area of responsibility of the person and term of the designation.

2.3.4 Duties and Functions of the OH&S representatives (Section 18 of the OH&S Act)

The principal contractor shall ensure that the designated OH&S representatives conduct continuous monitoring and regular inspections of their respective areas of responsibility using a checklist and report thereon to the principal contractor. OH&S representatives shall be included in accident or incident investigations. OH&S representatives shall attend all OH&S committee meetings.

2.3.5 Appointment: of OH&S Committee (Section 19 and 20 of the OH&S Act)

The principal contractor shall establish an OH&S committee, which shall meet as specified in the Regulations.

2.4 Administrative Controls and the Occupational Health & Safety File

2.4.1 The OH&S File (Construction Regulation 5(7))

As required by the Construction Regulation 5(7), the principal contractor and other contractors shall each keep an OH&S file on site. The following list is not exhaustive and shall only be used as a guide:

- Notification of construction work (Construction Regulation 3)
- Latest copy of OH&S Act (General Administrative Regulation 4)
- Proof of registration and good standing with COID Insurer (Construction Regulation 4(g))
- OH&S plan agreed with the client including the underpinning risk assessment/s and method statements (Construction Regulation 5(1))
- Copies of OH&S committee and other relevant minutes
- Designs/Drawings (Construction Regulation 5(8))
- A list of contractors (sub-contractors) including copies of the agreements between the parties and the type of work being done by each contractor (Construction Regulation 9)
- Appointment/designation forms as per paragraphs 2.1.1 and 2.1.2
- Registered as follows:
 - Accident/incident register (Annexure 1 of the General Administrative Regulations)
 - OH&S representatives' inspection register
 - Asbestos demolition and stripping register
 - Batch plant inspections
 - Construction vehicles and mobile plant inspections by controller
 - Daily inspection of vehicles, plant and other equipment by the operator/driver/user

- Demolition inspection register
- Designer's inspection of structures record
- Electrical installations, equipment and appliances including portable electrical tools)
- Excavations inspector
- Explosive powered tool inspection, maintenance, issue and returns register (incl. Cartridges and nails
- Fall protection inspection register
- First aid box contents
- Fine equipment inspection and maintenance
- Formwork and support work inspections
- Hazardous chemical substances record
- Ladder inspections
- Lifting equipment register
- Materials hoist inspection register
- Machinery safety inspection register (incl. Machine guards, lock-outs etc.)
- Scaffolding inspections
- Stacking and storage inspection
- Inspection of structures
- Inspection of suspended platforms
- Inspection of tunnelling operations
- Inspection of vessels under pressure
- Welding equipment inspections
- Inspection of work conducted near water
- All other applicable records including traffic safety officer reports.

The Employer will conduct an audit on the OH&S file of the principal constructor from time-to time.

2.5 Notification of Construction Work (Construction Regulation 3)

The principal constructor shall, where the contract meets the requirements laid down in Construction work and use the form (Annexure A in the Construction Regulations) for the purpose. A copy shall be kept on the OH&S file and a copy shall be forwarded to The Employer for record keeping purposes.

2.6 Training and Competence

The contents of all training required by the Act and Regulations shall be included in the principal contractor's OH&S plan. The principal contractor shall be responsible for ensuring that all relevant training is undertaken.

Only accredited service providers shall be used for OH&S training. The principal contractor shall ensure that his and other contractor's personnel appointed are competent and that all training required to do the work safely and without risk to health, has been completed before work commences. The principal contractor shall ensure that follow-up and refresher training is conducted as the contract progresses and the work situation changes. Records of all training must be kept on the OH&D file for auditing purposes.

2.7 Consultations, Communication and Liaison

OH&S liaison between the client, the principal contractor, the other contractors, the designer and other concerned parties will be through the OH&S committee as contemplated in paragraph 2.3.5. In addition to the above, communication may be directly to the client or his appointed agent, verbally or in writing, as and when the need arises.

Consultation with the workforce on OH&S matters will be through their supervisions, OH&S representatives and the OH&S committee. The principal contractor shall be responsible for the dissemination of all relevant OH&S information to the other contractors e.g. design changes agreed with the client and the designer, instructions by the client and/or/his/her agent, exchange of information between contractors, the reporting of hazardous/dangerous conditions/situations etc. The principal contractor's most senior manager on site shall be required to attend all OH&S meetings.

2.8 Checking Reporting and Corrective Actions

2.8.1 Monthly Audit by Client (Construction Regulation 4(1) (d))

The Employer will conduct monthly audits to comply with Construction Regulation 4(1)(d) to ensure that the principal contractor has implemented and is maintaining the agreed and approved OH&S plan.

2.8.2 Other Audits and Inspections by The Employer

The Employer reserves the right to conduct other hoc audits and inspections as deemed necessary. This will include site safety walks.

2.8.3 Contractor's Audits and Inspections

The principal contractor is to conduct his own monthly internal audits to verify compliances with his own OH&S management system as well as this specification.

2.8.4 Inspections by OH&S Representatives and other Appointees

OH&S representatives shall conduct weekly inspections of their areas of responsibility and report thereon to their foreman or supervisor whilst other appointees shall conduct inspections and report thereon as specified in their appointments e.g. vehicle and machinery drivers, operators and users must conduct daily inspections before start-up.

2.8.5 Recording and Review of Inspection Results

All the results of the above mentioned inspections shall be in writing at OH&S committee meetings, endorsed by the chairman of the meeting and placed on the OH&S File.

2.9 Accidents and Incident Investigation (General Administrative Regulation 9)

The principal contractor shall be responsible for the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she/they had to be referred for medical treatment by a doctor, hospital or clinic. The results of the investigations shall be entered into an accident/incident register listed in paragraph 2.4.1

The principal contractor shall be responsible for the investigation of all minor and non-injury incidents as described in Section 24 (1) (b) & (c) of the Act and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

Reporting

The principal contractor shall provide the Employer with copies of all statutory reports required in terms of the Act within 7 days of the incident occurring.

3.0 OPERATIONAL CONTROL

3.1 Operational Procedures

Each construction activity shall be assessed by the principal contractor so as to identify operational procedures that will mitigate against the occurrence of an incident during the execution of each activity. This specification requires the principal contractor:

- to be conversant with Regulations 8 to 29 (inclusive)
- to comply with their provisions
- to include them in his OH&S plan where relevant

3.2 Emergency Procedure

Simultaneous with the identification of operational procedures (per paragraph 3.1 above), the principal contractor shall similarly identify and formulate emergency procedures in the event an incident does occur. The emergency procedures thus identified shall also be included in the principal contractor's OH&S plan.

3.3 Personal & Other Protective Equipment (Section 8/ 15/ 23 of the OH&S Act)

The contractor shall 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 shall 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 contractor maintain the said equipment, 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 principal contractor shall include in his OH&S plan the PPE he intends issuing to his employees for use during construction and the sanctions he intends to apply in cases of non-conformance by his employees. Conformance to the wearing of PPE shall be discussed at the weekly inspection meetings.

3.4 Other Regulations

Wherever in the Construction Regulations or this specification there is reference to other regulations (e.g. Construction Regulation 22: Electrical and Machinery on Construction Sites) the principal contractor shall be conversant with and shall comply with these regulations.

3.5 Public Health and Safety (Section 9 of the OH&S Act)

The principal contractor shall be responsible for ensuring that non-employees affected by the construction work are aware of the dangers likely to arise from said construction work as well as the precautionary measures to be observed to avoid or minimize those dangers. This includes:

- Non-employees entering the site for whatever reason
- The surrounding community
- Passers-by to the site

4.0 PROJECT/S SPECIFIC REQUIREMENTS

4.1 List of Risk Assessments

- Clearing and Grubbing of the areas/site
 - Site establishment including:
 - Offices
 - Secure/safe storage for materials and equipment
 - Ablutions
 - Sheltered eating area
 - Maintenance workshop
 - Vehicle access to the site
 - Dealing with existing structures
 - Location of existing services

- Installation and maintenance of temporary construction electrical supply, lightning and equipment
- Adjacent land uses/surrounding property exposures
- Boundary and access control/public liability exposures (NB: the employer is also responsible for the OH&S of the non-employees affected by his/her work activities)
- Health risks arising from neighbouring as well as own activities and from the environment e.g. threats by dogs, bees, snakes and lightning etc.
- Exposure to noise
- Exposure to vibration
- Protection against dehydration and heat exhaustion
- Protection from wet and cold conditions
- Dealing with HIV/AIDS and other diseases
- Use of portable electrical equipment including
 - Angle grinder
 - Electrical drilling machine
 - Still saw
- Excavation including
 - Ground/soil conditions
 - Trenching
 - Shoring
 - Drainage of trench
- Welding including
 - Arc welding
 - Gas welding
 - Flame cutting
 - Flame cutting
 - Use of LP gas torches and appliances
- Loading and offloading of truck
- Aggregate/sand and other materials delivery
- Manual and mechanical handling
- Lifting and powering operators
- Driving and operation of construction vehicles and mobile plant including.
 - Trenching machine
- Use and storage of flammable liquids and other hazardous substances
- Layering and bedding
- Installation of pipes in pipelines
- Backfilling trenches
- Protection against flooding
- Gabion work
- Use of explosive
- Protection from overhead power lines
- As discovered by the principal contractor's hazard identification exercise
 - As discovered from any inspection and audits conducted by the client or by the principal contractor or any other contractor on site
- As discovered from any accident/incident investigation

O. R. TAMBO DISTRICT MUNICIPALITY

PROJECT NO.: MIS 382643 B

TSOLO INTERNAL SEWER RETICULATION NETWORK AND ASSOCIATED WORKS - PHASE 1: CONTRACT 2

FORM C1.6

SUPPLY CHAIN MANAGEMENT POLICY

OR TAMBO DISTRICT MUNICIPALITY SUPPLY CHAIN MANAGEMENT POLICY

LOCAL GOVERNMENT: MUNICIPAL FINANCE MANAGEMENT ACT, 2003

Date of adoption: 15 December 2005

Council resolves in terms of section 111 of the Local Government Municipal Finance Management Act (No. 56 of 2003), to adopt the following proposal as the Supply Chain Management Policy of the municipality.

TABLE OF CONTENTS

1. Definitions

CHAPTER 1

IMPLEMENTATION OF SUPPLY CHAIN MANAGEMENT POLICY

2. Supply chain management policy
3. Amendment of supply chain management policy
4. Delegation of supply chain management powers and duties
5. Subdelegations
6. Oversight role of council
7. Supply chain management units
8. Training of supply chain management officials

CHAPTER 2

SUPPLY CHAIN MANAGEMENT SYSTEM

9. Format of supply chain management system

Part 1: Demand management

10. System of demand management

Part 2: Acquisition management

11. System of acquisition management
12. Range of procurement processes
13. General preconditions for consideration of written quotations or bids
14. Lists of accredited prospective providers
15. Petty cash purchases
16. Written quotations
17. Formal written price quotations
18. Procedures for procuring goods or services through written quotations and formal written price quotations
19. Competitive bidding process
20. Process for competitive bidding
21. Bid documentation for competitive bids
22. Public invitation for competitive bids
23. Procedure for handling, opening and recording of bids
24. Negotiations with preferred bidders
25. Two-stage bidding process
26. Committee system for competitive bids
27. Bid specification committees
28. Bid evaluation committees
29. Bid adjudication committees
30. Procurement of banking services
31. Procurement of IT related goods or services
32. Procurement of goods and services under contracts secured by other organs of state
33. Procurement of goods necessitating special safety arrangements
34. Proudly SA Campaign

- 35. Appointment of consultants
- 36. Deviation from, and ratification of minor breaches of, procurement processes
- 37. Unsolicited bids
- 38. Combating of abuse of supply chain management system

Part 3: Logistics, Disposal, Risk and Performance Management

- 39. Logistics management
- 40. Disposal management
- 41. Risk management
- 42. Performance management

Part 4: Other matters

- 43. Prohibition on awards to persons whose tax matters are not in order
- 44. Prohibition on awards to persons in the service of the state
- 45. Awards to close family members of persons in the service of the state
- 46. Ethical standards
- 47. Inducements, rewards, gifts and favours
- 48. Sponsorships
- 49. Objections and complaints
- 50. Resolution of disputes, objections, complaints and queries
- 51. Contracts providing for compensation based on turnover
- 52. Sureties and retention
- 53. Sale of bid documents
- 54. Insurance
- 55. Excess payments on insurance
- 56. Penalties
- 57. Payments
- 58. Confidentiality
- 59. Debriefing
- 60. Commencement

Definitions

In this Policy, unless the context otherwise indicates, a word or expression to which a meaning has been assigned in the Act has the same meaning as in the Act, and –

“Competitive bidding process” means a competitive bidding process referred to in paragraph 12 (1) (d) of this Policy;

“Competitive bid” means a bid in terms of a competitive bidding process;

“Final award”, in relation to bids or quotations submitted for a contract, means the final decision on which bid or quote to accept;

“Formal written price quotation” means quotations referred to in paragraph 12 (1) (c) of this Policy;

“In the service of the state” means to be –

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

“Long term contract” means a contract with a duration period exceeding one year;

“List of accredited prospective providers” means the list of accredited prospective providers which the municipality must keep in terms of paragraph 14 of this policy;

“Other applicable legislation” means any other legislation applicable to municipal supply chain management, including –

- (a) The Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);
- (b) The Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003); and
- (c) The Construction Industry Development Board Act, 2000 (Act No.38 of 2000);
- (d) National Small Business Act, 102 of 1996

“Treasury guidelines” means any guidelines on supply chain management issued by the Minister in terms of section 168 of the Act;

“The Act” means the Local Government: Municipal Finance Management Act, 2003 (Act No. 56 of 2003);

“The Regulations” means the Local Government: Municipal Finance Management Act, 2003, Municipal Supply Chain Management Regulations published by Government Notice 868 of 2005;

“Written quotations” means a request for quotation requested verbally/telephonically from a supplier and the supplier reply in writing, referred to in paragraph 16 of this Policy.

“Formal written price quotation” means a request for quotation supplied to the supplier in writing and the supplier replies to the municipality in writing, referred to in paragraph 17 of this Policy.

“Acceptable Bid” means a bid that meets the requirements of an advertisement and the corrected price is within +- 10% from the estimated amount that was approved by the specifications committee and Bid Document is properly filled.

CHAPTER 1

IMPLEMENTATION OF SUPPLY CHAIN MANAGEMENT POLICY

Supply chain management policy

2. (1) All officials and other role players in the supply chain management system of the Municipality must implement this Policy in a way that
- (a) gives effect to –
 - (i) Section 217 of the Constitution; and
 - (ii) Part 1 of Chapter 11 and other applicable provisions of the Act;
 - (b) is fair, equitable, transparent, competitive and cost effective;
 - (b) complies with –
 - (i) The Regulations; and
 - (ii) Any minimum norms and standards that may be prescribed in terms of section 168 of the Act;
 - (c) is consistent with other applicable legislation;
 - (d) does not undermine the objective for uniformity in supply chain management systems between organs of state in all spheres; and
 - (f) is consistent with national economic policy concerning the promotion of investments and doing business with the public sector.
- (2) This Policy applies when the municipality –
- (a) procures goods or services;
 - (b) Disposes goods no longer needed;
 - (c) Selects contractors to provide assistance in the provision of municipal services otherwise than in circumstances where Chapter 8 of the Municipal Systems Act applies; or
- (3) This Policy, except where provided otherwise, does not apply in respect of the procurement of goods and services contemplated in section 110(2) of the Act, including –
- (a) water from the Department of Water Affairs or a public entity, another municipality or a municipal entity; and
 - (b) Electricity from Eskom or another public entity, another municipality or a municipal entity.

Amendment of the supply chain management policy

3. (1) The accounting officer must –
- (a) At least annually review the implementation of this Policy; and
 - (b) When the accounting officer considers it necessary, submit proposals for the amendment of this Policy to the council.
- (2) If the accounting officer submits proposed amendments to the council that differs from the model policy issued by the National Treasury, the accounting officer must –
- (a) Ensure that such proposed amendments comply with the Regulations; and
 - (b) Report any deviation from the model policy to the National Treasury and the relevant provincial treasury.
- (3) When amending this supply chain management policy the need for uniformity in supply chain practices,

procedures and forms between organs of state in all spheres, particularly to promote accessibility of supply chain management systems for small businesses must be taken into account.

Delegation of supply chain management powers and duties

4. (1) The council hereby delegates all powers and duties to the accounting officer which are necessary to enable the accounting officer –

- (a) To discharge the supply chain management responsibilities conferred on accounting officers in terms of –
 - (i) Chapter 8 or 10 of the Act; and
 - (ii) This Policy;
- (b) To maximise administrative and operational efficiency in the implementation of this Policy;
- (c) To enforce reasonable cost-effective measures for the prevention of fraud, corruption, favouritism and unfair and irregular practices in the implementation of this Policy; and
- (d) To comply with his or her responsibilities in terms of section 115 and other applicable provisions of the Act.

(2) Section 79 of the Act applies to the subdelegation of powers and duties delegated to an accounting officer in terms of subparagraph (1).

(3) The accounting officer may not subdelegate any supply chain management powers or duties to a person who is not an official of the municipality or to a committee, which is not exclusively composed of officials of the municipality.

(4) This paragraph may not be read as permitting an official to whom the power to make final awards has been delegated, to make a final award in a competitive bidding process otherwise than through the committee system provided for in paragraph 26 of this Policy.

Sub delegations

5. (1) The accounting officer may in terms of section 79 of the Act sub delegate any supply chain management powers and duties, including those delegated to the accounting officer in terms of this Policy, but any such sub delegation must be consistent with subparagraph (2) of this paragraph and paragraph 4 of this Policy.

(2) The power to make a final award –

- (a) Above R10 million (VAT included) may not be sub delegated by the accounting officer;
- (b) Above R200 000 (VAT included), but not exceeding R10 million (VAT included), is hereby sub-delegated to –
 - (i) a bid adjudication committee of which the chief financial officer is a member or a senior manager reporting directly to the CFO;

(3) A bid adjudication committee to which the power to make final awards has been sub-delegated in accordance with subparagraph (2) must within five days of the end of each month submit to the official referred to in subparagraph (4) a written report containing particulars of each final award made by such committee during that month, including–

- (a) The amount of the award;
- (b) The name of the person to whom the award was made; and
- (c) The reason why the award was made to that person.

(4) A written report referred to in subparagraph (3) must be submitted –

- (a) to the accounting officer, in the case of an award by –
 - (i) A bid adjudication committee of which the chief financial officer is a member;

(5) Subparagraphs (3) and (4) of this policy do not apply to procurements out of petty cash.

(6) No supply chain management decision-making powers may be delegated to an advisor or consultant.

Oversight role of council

6. (1) The council reserves its right to maintain oversight over the implementation of this Policy.

(2) For the purposes of such oversight the accounting officer must –

- (i) Within 30 days of the end of each financial year, submit a report on the implementation of this Policy and the supply chain management policy of any municipal entity under the sole or shared control of the municipality, to the council of the municipality; and
- (ii) Whenever there are serious and material problems in the implementation of this Policy, immediately submit a report to the council.

(3) The accounting officer must, within 10 days of the end of each quarter, submit a report on the implementation of this policy to the executive mayor.

(4) The reports must be made public in accordance with section 21A of the Municipal Systems Act.

Supply chain management unit

7. (1) A supply chain management unit is hereby established to implement this Policy.

(2) The supply chain management unit operates under the supervision of the chief financial officer or an official to whom this duty has been delegated in terms of section 82 of the Act.

Training of supply chain management officials

8. The training of officials involved in implementing this Policy should be in accordance with any Treasury guidelines on supply chain management training.

SUPPLY CHAIN MANAGEMENT SYSTEM

Format of supply chain management system

9. This Policy provides effective systems for –
- (i) Demand management;
 - (ii) Acquisition management;
 - (iii) Logistics management;
 - (iv) Disposal management;
 - (v) Risk management; and
 - (vi) Performance management.

Part 1: Demand management

System of demand management

10. (1) The accounting officer must establish and implement an appropriate demand management system in order to ensure that the resources required by the municipality support its operational commitments and its strategic goals outlined in the Integrated Development Plan.

(2) The demand management system must –

- (a) Include timely planning and management processes to ensure that all goods and services required by the municipality are quantified, budgeted for and timely and effectively delivered at the right locations and at the critical delivery dates, and are of the appropriate quality and quantity at a fair cost;
- (b) Take into account any benefits of economies of scale that may be derived in the case of acquisitions of a repetitive nature; and
- (c) Provide for the compilation of the required specifications to ensure that its needs are met.
- (d) To undertake appropriate industry analysis and research to ensure that innovations and technological benefits are maximized.

Part 2: Acquisition management

System of acquisition management

11. (1) The accounting officer must implement the system of acquisition management set out in this Part in order to ensure –

- (a) That goods and services are procured by the municipality in accordance with authorised processes only;
 - (b) That expenditure on goods and services is incurred in terms of an approved budget in terms of section 15 of the Act;
 - (c) That the threshold values for the different procurement processes are complied with;
 - (d) That bid documentation, evaluation and adjudication criteria, and general conditions of a contract, are in accordance with any applicable legislation; and
 - (e) That any Treasury guidelines on acquisition management are properly taken into account.
- (2) When procuring goods or services contemplated in section 110(2) of the Act, the accounting officer must make public the fact that such goods or services are procured otherwise than through the municipality's supply chain management system, including -
- (a) The kind of goods or services; and
 - (b) The name of the supplier.

Range of procurement processes

12. (1) Goods and services must only be procured by way of –

- (a) three (3) written quotations for procurements of a transaction value over R150.00 (This threshold maybe exceeded in case of emergencies up to R2000.00) up to R10 000 (VAT included);
- (b) formal written price quotations for procurements of a transaction value over R10 000 up to R200 000 (VAT included); and
- (c) A competitive bidding process for–
 - (i) Procurements above a transaction value of R200 000 (VAT included); and
 - (ii) The procurement of long term contracts.

(2) Notwithstanding sub paragraph (1) above, any goods and services may be procured by way of petty cash purchases up to a transaction value of R150.00 (VAT included).

(3) A transaction value exceeding R150.00 may be exceeded to the limit of R2000.00 in case of emergencies as the Head of Procurement Unit may deem fit.

(4) The accounting officer may, in writing-

- (a) lower, but not increase, the different threshold values specified in subparagraph (1); or
- (b) Direct that –
 - (i) Written quotations be obtained for any specific procurement of a transaction value lower than R2 000;
 - (ii) Formal written price quotations be obtained for any specific procurement of a transaction value lower than R10 000; or
 - (iii) A competitive bidding process be followed for any specific procurement of a transaction value lower than R200 000.

(5) Goods or services may not deliberately be split into parts or items of a lesser value merely to avoid complying with the requirements of the policy.

(6) When determining transaction values, a requirement for goods or services consisting of different parts or items must as far as possible be treated and dealt with as a single transaction.

General preconditions for consideration of written quotations or bids

13. A written quotation or bid may not be considered unless the provider who submitted the quotation or bid –

- (a) Has furnished that provider's –
 - (i) Full name;
 - (ii) Identification number or company or other registration number; and
 - (iii) Tax reference number and VAT registration number, if any;
 - (iv) Tax clearance certification;
 - (v) Certificate of good standing for levies.
 - (vi) Certificate of incorporation or founding statement, and in the case of a company – a register of directors, as the case may be;
 - (vii) Copies of ID's of members or directors, as the case may be;
 - (viii) In respect of engineering and construction works, the CIDB act contractor grading designations and the amounts for which they are entitled to tender on will apply,
 - (ix) Certified copy company documents e.g. founding statements.
- (b) Has authorised the municipality to obtain a tax clearance from the South African Revenue Services that the provider's tax matters are in order; and

- (c) Has indicated –
 - (i) Whether he or she is in the service of the state, or has been in the service of the state in the previous twelve months;
 - (ii) If the provider is not a natural person, whether any of its directors, managers, principal shareholders or stakeholder is in the service of the state, or has been in the service of the state in the previous twelve months; or
 - (iii) Whether a spouse, child or parent of the provider or of a director, manager, shareholder or stakeholder referred to in subparagraph (ii) is in the service of the state, or has been in the service of the state in the previous twelve months.
- (d) The information provided in time and correct;
- (f) The signatory to the tender document is duly authorized.

Lists of accredited prospective providers

14. (1) The accounting officer must –

- (a) Keep a list of accredited prospective providers of goods and services that must be used for the procurement requirements through written quotations and formal written price quotations; and
 - (b) At least once a year through newspapers commonly circulating locally, the website and any other appropriate ways, invite prospective providers of goods or services to apply for evaluation and listing as accredited prospective providers;
 - (c) Specify the listing criteria for accredited prospective providers; and
 - (d) Disallow the listing of any prospective provider whose name appears on the National Treasury's database as a person prohibited from doing business with the public sector.
- (2) The list must be updated at least quarterly to include any additional prospective providers and any new commodities or types of services. Prospective providers must be allowed to submit applications for listing at any time.
- (3) The list must be compiled per commodity and per type of service.

Petty cash purchases

- 15.** The conditions for the procurement of goods by means of petty cash purchases from Municipality's Petty Cash which must be limited to R2000.00 as referred to in paragraph 12 (1) (a) of this Policy, are as follows –
- (a) All petty cash acquisitions must be arranged through the Procurement Officer in the Finance Department
 - (b) The Procurement Officer must not approve total petty cash acquisitions in excess of R2,000 per month for the municipality;
 - (b) Requests for petty cash acquisitions are at the discretion of the Procurement Officer; and
 - (d) A monthly reconciliation report from the Procurement Officer must be provided to the chief financial officer, including –
 - (i) The total amount of petty cash purchases for that month; and
 - (ii) Receipts and appropriate documents for each purchase.
 - (e) All documentation should be filed and stored in secure location under the control of the Procurement Officer.

Written quotations

- 16.** The conditions for the procurement of goods or services through written quotations, are as follows:
- (a) Quotations must be obtained from at least three different providers preferably from, but not limited to, providers whose names appear on the list of accredited prospective providers of the municipality provided that if quotations are obtained from providers who are not listed, such providers must meet the listing criteria set out in paragraph 14(1)(b) and (c) of this Policy;
 - (b) Providers must be requested to submit such quotations in writing;
 - (c) If it is not possible to obtain at least three quotations, there should be preapproval by the accounting officer and the reasons thereof must be recorded and reported quarterly to the accounting officer;
 - (d) The accounting officer must record the names of the potential providers requested to provide such quotations with their quoted prices; and
 - (e) Verbal quotations are not permitted by this policy.

Formal written price quotations

- 17.**
- (1) The conditions for the procurement of goods or services through formal written price quotations are as follows:
 - (a) Quotations must be obtained in writing from at least three different providers whose names appear on the list of accredited prospective providers of the municipality;
 - (b) Quotations may be obtained from providers who are not listed, provided that such providers meet the listing criteria set out in paragraph 14(1)(b) and (c) of this Policy;
 - (c) If it is not possible to obtain at least three quotations, the reasons must be recorded and approved by the chief financial officer.
 - (d) The accounting officer must record the names of the potential providers and their written quotations.
 - (2) A designated official referred to in subparagraph (1) (c) must within three days of the end of each month report to the chief financial officer on any approvals given during that month by that official in terms of that subparagraph.

Procedures for procuring goods or services through written quotations and formal written price quotations

- 18.** The procedure for the procurement of goods or services through written quotations or formal written price quotations is as follows:
- (a) When using the list of accredited prospective providers the accounting officer must promote ongoing competition amongst providers by inviting providers to submit quotations on a rotation basis;
 - (b) All requirements in excess of R30 000 (VAT included) that are to be procured by means of formal written price quotations must, in addition to the requirements of paragraph 17, be advertised for at least seven days on the website and /or an official notice board of the municipality;
 - (c) Offers received must be evaluated on a comparative basis taking into account unconditional discounts;
 - (d) The accounting officer or chief financial officer must on a monthly basis be notified in writing of all written quotations and formal written price quotations accepted by an official acting in terms of a sub delegation;
 - (e) Offers below R30 000 (VAT included) must be awarded based on compliance to specifications and conditions of contract, ability and capability to deliver the goods and services and lowest price;

- (f) Acceptable offers, which are subject to the preference points system (PPPFA and associated regulations), must be awarded to the bidder who scored the highest points;
- (g) All written quotes are to be filed and held in a secure location under the control of the Procurement Officer so as to ensure confidentiality.
- (h) For all quotations above R15 000.00, valid tax clearance certificate must be available.

Competitive bids

- 19.** (1) Goods or services above a transaction value of R200 000 (VAT included) and long term contracts may only be procured through a competitive bidding process, subject to paragraph 11(2) of this Policy.
- (2) No requirement for goods or services above an estimated transaction value of R200 000 (VAT included), may deliberately be split into parts or items of lesser value merely for the sake of procuring the goods or services otherwise than through a competitive bidding process.

Process for competitive bidding

- 20.** The procedures for the following stages of a competitive bidding process are as follows:
- (a) Compilation of bidding documentation as detailed in paragraph 21;
 - (b) Public invitation of bids as detailed in paragraph 22;
 - (c) Site meetings or briefing sessions as detailed in paragraph 22;
 - (d) Handling of bids submitted in response to public invitation as detailed in paragraph 23;
 - (e) Evaluation of bids as detailed in paragraph 28;
 - (f) Award of contracts as detailed in paragraph 29;
 - (g) Administration of contracts
 - (i) After approval of a bid, the accounting officer and the bidder must enter into a written agreement.
 - (h) Proper record keeping
 - (i) Original / legal copies of written contracts agreements should be kept in a secure place for reference purposes.

Bid documentation for competitive bids

- 21.** The criteria to which bid documentation for a competitive bidding process must comply, must –
- (a) Take into account –
 - (i) The general conditions of contract and any special conditions of contract, if specified;
 - (ii) Any Treasury guidelines on bid documentation; and
 - (iii) The requirements of the Construction Industry Development Board, in the case of a bid relating to construction, upgrading or refurbishment of buildings or infrastructure;
 - (b) Include the preference points system to be used (refer to Annexure B), goals as contemplated in the Preferential Procurement Regulations and evaluation and adjudication criteria, including any criteria required by other applicable legislation;
 - (c) Compel bidders to declare any conflict of interest they may have in the transaction for which the bid is submitted;
 - (d) If the value of the transaction is expected to exceed R10 million (VAT included), require bidders to furnish–
 - (i) If the bidder is required by law to prepare annual financial statements for auditing, their audited annual financial statements –
 - (aa) for the past three years; or

- (bb) since their establishment if established during the past three years;
- (ii) A certificate signed by the bidder certifying that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;
- (iii) Particulars of any contracts awarded to the bidder by an organ of state during the past five years, including particulars of any material noncompliance or dispute concerning the execution of such contract;
- (iv) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic; and
- (e) Stipulate that disputes must be settled by means of mutual consultation, mediation (with or without legal representation), or, when unsuccessful, in a South African court of law.
- (f) Validity of bid prices after the closing date must not exceed 90 days without the written consent from the bidders.
- (g) It must be stated in Bid Documents whether the prices will be firm or not
- (h) Bid documents must be approved by Bid Specification Committee signed and stamped by the Head Of Department acquiring the goods or services
- (i) Bid Documents must only be sold at ORTDM cash office
- (j) Bid Documents must be readily available from the day the bid is advertised
- (k) After the site inspection / briefing, only bidders appearing on the site inspection / briefing register may be allowed to buy documents.

Public invitation for competitive bids

22. (1) The procedure for the invitation of competitive bids, is as follows:

- (a) Any invitation to prospective providers to submit bids must be by means of a public advertisement in newspapers commonly circulating locally during weekdays, the website of the municipality or any other appropriate ways (which may include an advertisement in the Government Tender Bulletin); and
- (b) The information contained in a public advertisement, must include –
 - (i) the closure date for the submission of bids, which may not be less than 30 days in the case of transactions over R10 million (VAT included), or which are of a long term nature, or 14 days in any other case, from the date on which the advertisement is placed in a newspaper, subject to subparagraph (2) of this policy;
 - (ii) A statement that bids may only be submitted on the bid documentation provided by the municipality; and
 - (iii) Date, time and venue of any proposed site meetings or briefing sessions.;
- (2) The accounting officer may determine a closure date for the submission of bids which is less than the 30 or 14 days requirement, but only if such shorter period can be justified on the grounds of urgency or emergency or any exceptional case where it is impractical or impossible to follow the official procurement process.
- (3) Bids submitted must be sealed.
- (4) Where bids are requested in electronic format, such bids must be supplemented by sealed hard copies.
- (5) No bid must be advertised during weekends, public holidays and 15 December to 15 January; the latter must have AO's approval.

- (6) Site Inspection / Briefing minutes must be taken during those inspections or briefing and must be handed to SCM Unit for filing.

Procedure for handling, opening and recording of bids

23. The procedures for the handling, opening and recording of bids, are as follows:

(a) Bids–

- (i) Must be opened only in public during weekdays and at 12H00 noon;
 - (ii) Must be opened at the same time and as soon as possible after the period for the submission of bids has expired; and
 - (iii) Received after the closing time should not be considered and returned unopened immediately.
 - (iv) Bid opening register must accommodate the required documents.
 - (v) All bids must be stamped received by the received stamp.
 - (vi) Three representatives (SCM Unit, Department requiring goods or services and the representative from consultants if any) must stamp and sign the documents.
- (b) Any bidder or member of the public has the right to request that the names of the bidders who submitted bids in time must be read out and, if practical, also each bidder's total bidding price;
- (c) No information, except the provisions in subparagraph (b), relating to the bid should be disclosed to bidders or other persons until the successful bidder is notified of the award; and
- (d) The accounting officer must –
- (i) record in a register all bids received in time;
 - (ii) Make the register available for public inspection; and
 - (iii) Publish the entries in the register and the bid results on the website.

Negotiations with preferred bidders

24. (1) The accounting officer may negotiate the final terms of a contract with bidders identified through a competitive bidding process as preferred bidders, provided that such negotiation –

- (a) Does not allow any preferred bidder a second or unfair opportunity;
- (b) Is not to the detriment of any other bidder; and
- (c) Does not lead to a higher price than the bid as submitted.

(2) Minutes of such negotiations must be kept for record purposes.

Two-stage bidding process

25. (1) A two-stage bidding process is allowed for –

- (a) Large complex projects;
- (b) Projects where it may be undesirable to prepare complete detailed technical specifications;
or
- (c) Long term projects with a duration period exceeding three years.

(2) In the first stage technical proposals on conceptual design or performance specifications should be invited, subject to technical as well as commercial clarifications and adjustments.

(3) In the second stage final technical proposals and priced bids should be invited.

Committee system for competitive bids

26. (1) A committee system for competitive bids is hereby established, consisting of the following committees for each procurement or cluster of procurements as the accounting officer may determine:
- (a) A bid specification committee;
 - (b) A bid evaluation committee; and
 - (c) A bid adjudication committee;
- (2) The accounting officer appoints the members of each committee, taking into account section 117 of the Act; and
- (3) A neutral or independent observer, appointed by the accounting officer, must attend or oversee a committee when this is appropriate for ensuring fairness and promoting transparency.
- (4) The committee system must be consistent with –
- (a) Paragraph 27, 28 and 29 of this Policy; and
 - (b) Any other applicable legislation.
- (5) The accounting officer may apply the committee system to formal written price quotations.

Bid specification committees

27. (1) A bid specification committee must compile the specifications for each procurement of goods or services by the municipality.
- (2) Specifications –
- (a) Must be drafted in an unbiased manner to allow all potential suppliers to offer their goods or services;
 - (b) Must take account of any accepted standards such as those issued by Standards South Africa, the International Standards Organisation, or an authority accredited or recognized by the South African National Accreditation System with which the equipment or material or workmanship should comply;
 - (c) Must, where possible, be described in terms of performance required rather than in terms of descriptive characteristics for design;
 - (d) May not create trade barriers in contract requirements in the forms of specifications, plans, drawings, designs, testing and test methods, packaging, marking or labeling of conformity certification;
 - (e) May not make reference to any particular trade mark, name, patent, design, type, specific origin or producer unless there is no other sufficiently precise or intelligible way of describing the characteristics of the work, in which case such reference must be accompanied by the word "equivalent";
 - (f) Must indicate each specific goal for which points may be awarded in terms of the points system set out in the Preferential Procurement Regulations 2001; and
 - (g) Must be approved by the accounting officer prior to publication of the invitation for bids in terms of paragraph 22 of this Policy.
- (3) A bid specification committee must be composed of one or more officials of the municipality preferably the manager responsible for the function involved, and may, when appropriate, include external specialist advisors.
- (4) No person, advisor or corporate entity involved with the bid specification committee, or director of such a corporate entity, may bid for any resulting contracts.

Bid evaluation committees

28. (1) A bid evaluation committee must –
- (a) Evaluate bids in accordance with –

- (i) The specifications for a specific procurement; and
 - (ii) The points system set out in terms of paragraph 27(2)(f).
- (b) Evaluate each bidder's ability to execute the contract;
 - (c) Check in respect of the recommended bidder whether municipal rates and taxes and municipal service charges are not in arrears, and;
 - (d) Submit to the adjudication committee a report and recommendations regarding the award of the bid or any other related matter.
- (2) A bid evaluation committee must as far as possible be composed of-
- (a) Officials from departments requiring the goods or services; and
 - (b) At least one supply chain management practitioner of the municipality.
- (3) The Accounting Officer must appoint chairperson and the Secretary of the committee.
 - (4) Duration of the sitting of the committee members is Accounting Officer's discretion.
 - (5) 51% of the committee members is required for a sitting.
 - (6) Within five days the SCM Unit has received the Bid Documents, secretary of the evaluation committee must notify each and every committee member about the date, time, venue and agenda of the meeting.

Bid adjudication committees

29. (1) A bid adjudication committee must –

- (a) Consider the report and recommendations of the bid evaluation committee; and
 - (b) Either –
 - (i) Depending on its delegations, make a final award or a Recommendation to the accounting officer to make the final award; or
 - (ii) Refer it back to the Evaluation Committee with complaints and reasons.
- (2) A bid adjudication committee must consist of at least four senior managers of the municipality which must include –
- (a) The chief financial officer or, if the chief financial officer is not available, another manager in the budget and treasury office reporting directly to the chief financial officer and designated by the chief financial officer; and
 - (b) At least one senior supply chain management practitioner who is an official of the municipality; and
 - (C) A technical expert in the relevant field who is an official, if such an expert exists.
 - (d) Legal advisor from ORTDM legal services.
- (3) The accounting officer must appoint the chairperson of the committee. If the chairperson is absent from a meeting, the members of the committee who are present must elect one of them to preside at the meeting.
 - (4) Neither a member of a bid evaluation committee, nor an advisor or person assisting the evaluation committee, may be a member of a bid adjudication committee.
- (5)
- (a) If the bid adjudication committee decides to award a bid other than the one recommended by the bid evaluation committee, the bid adjudication committee must prior to awarding the bid –
 - (i) Check in respect of the preferred bidder whether that bidder's municipal rates and taxes and municipal service charges are not in arrears, and;

- (ii) Notify the accounting officer.
- (b) The accounting officer may –
- (i) After due consideration of the reasons for the deviation, ratify or reject the decision of the bid adjudication committee referred to in paragraph (a); and
 - (ii) If the decision of the bid adjudication committee is rejected, refer the decision of the adjudication committee back to that committee for reconsideration.
- (6) The accounting officer may at any stage of a bidding process, refer any recommendation made by the evaluation committee or the adjudication committee back to that committee for reconsideration of the recommendation.
- (7) The accounting officer must comply with section 114 of the Act within 10 working days.
- (8) 51% of the committee membership is required for a sitting.
- (9) Legal advisor must notify the Head of the Department requiring the goods or services by handing over the letters of appointment.
- (10) Bid results may only be made public after the awarded bidder has been notified and signed the letter of acceptance.

Procurement of banking services

- 30.** (1) A contract for banking services –
- (a) Must be procured through competitive bids;
 - (b) Must be consistent with section 7 or 85 of the Act; and
 - (c) May not be for a period of more than five years at a time.
- (2) The process for procuring a contract for banking services must commence at least nine months before the end of an existing contract.
- (3) The closure date for the submission of bids may not be less than 60 days from the date on which the advertisement is placed in a newspaper in terms of paragraph 22(1). Bids must be restricted to banks registered in terms of the Banks Act, 1990 (Act No. 94 of 1990).

Procurement of IT related goods or services

- 31.** (1) The accounting officer may request the State Information Technology Agency (SITA) to assist with the acquisition of IT related goods or services through a competitive bidding process.
- (2) Both parties must enter into a written agreement to regulate the services rendered by, and the payments to be made to, SITA.
- (3) The accounting officer must notify SITA together with a motivation of the IT needs if –
- (a) The transaction value of IT related goods or services required in any financial year will exceed R50 million (VAT included); or
 - (b) The transaction value of a contract to be procured whether for one or more years exceeds R50 million (VAT included).
- (4) If SITA comments on the submission and the municipality disagrees with such comments, the comments and the reasons for rejecting or not following such comments must be submitted to the council, the National Treasury, the relevant provincial treasury and the Auditor General.

Procurement of goods and services under contracts secured by other organs of state

- 32. (1)** The accounting officer may procure goods or services under a contract secured by another organ of state, but only if –
- (a) The contract has been secured by that other organ of state by means of a competitive bidding process applicable to that organ of state;
 - (b) There is no reason to believe that such contract was not validly procured;
 - (c) There are demonstrable discounts or benefits to do so; and
 - (d) That other organ of state and the provider have consented to such procurement in writing.
- (2) Subparagraphs (1)(c) and (d) do not apply if –
- (a) A municipal entity procures goods or services through a contract secured by its parent municipality; or
 - (b) A municipality procures goods or services through a contract secured by a municipal entity of which it is the parent municipality.

Procurement of goods necessitating special safety arrangements

33. (1) The acquisition and storage of goods in bulk (other than water), which necessitate special safety arrangements, including gasses and fuel, should be avoided where ever possible.

(2) Where the storage of goods in bulk is justified, such justification must be based on sound reasons, including the total cost of ownership, cost advantages and environmental impact and must be approved by the accounting officer.

Proudly SA Campaign

34. The municipality supports the Proudly SA Campaign to the extent that, all things being equal, preference is given to procuring local goods and services from:

- Firstly – suppliers and businesses within the O.R.Tambo District Municipality;
- Secondly – suppliers and businesses within the Eastern Cape province;
- Thirdly – suppliers and businesses within the Republic of South Africa.

Appointment of consultants

35. (1) The accounting officer may procure consulting services provided that any Treasury guidelines in respect of consulting services are taken into account when such procurements are made.

(2) Consultancy services must be procured through competitive bids if

- (a) The value of the contract exceeds R200 000 (VAT included); or
- (b) The duration period of the contract exceeds one year.

(3) In addition to any requirements prescribed by this policy for competitive bids, bidders must furnish particulars of –

- (a) All consultancy services provided to an organ of state in the last five years; and
- (b) Any similar consultancy services provided to an organ of state in the last five years.

(4) The accounting officer must ensure that copyright in any document produced, and the patent rights or ownership in any plant, machinery, thing, system or process designed or devised, by a consultant in the course of the consultancy service is vested in the municipality.

Deviation from, and ratification of minor breaches of, procurement processes

36. (1) The accounting officer may –

- (a) Dispense with the official procurement processes established by this Policy and to procure any required goods or services through any convenient process, which may include direct negotiations, but only –

- (i) In an emergency;
 - (ii) If such goods or services are produced or available from a single provider only;
 - (iii) For the acquisition of special works of art or historical objects where specifications are difficult to compile;
 - (iv) Acquisition of animals for zoos and/or nature and game reserves; or
 - (v) In any other exceptional case where it is impractical or impossible to follow the official procurement processes; and
- (b) Ratify any minor breaches of the procurement processes by an official or committee acting in terms of delegated powers or duties which are purely of a technical nature.
- (2) The accounting officer must record the reasons for any deviations in terms of subparagraphs (1)(a) and (b) of this policy and report them to the next meeting of the council and include as a note to the annual financial statements.
- (3) Subparagraph (2) does not apply to the procurement of goods and services contemplated in paragraph 11(2) of this policy.

Unsolicited bids

37. (1) In accordance with section 113 of the Act there is no obligation to consider unsolicited bids received outside a normal bidding process.

- (2) The accounting officer may decide in terms of section 113(2) of the Act to consider an unsolicited bid, only if –
- (a) The product or service offered in terms of the bid is a demonstrably or proven unique innovative concept;
 - (b) The product or service will be exceptionally beneficial to, or have exceptional cost advantages;
 - (c) The person who made the bid is the sole provider of the product or service; and
 - (d) The reasons for not going through the normal bidding processes are found to be sound by the accounting officer.
- (3) If the accounting officer decides to consider an unsolicited bid that complies with subparagraph (2) of this policy, the decision must be made public in accordance with section 21A of the Municipal Systems Act, together with –
- (a) Reasons as to why the bid should not be open to other competitors;
 - (b) An explanation of the potential benefits if the unsolicited bid were accepted; and
 - (c) An invitation to the public or other potential suppliers to submit their comments within 30 days of the notice.
- (4) The accounting officer must submit all written comments received pursuant to subparagraph (3), including any responses from the unsolicited bidder, to the National Treasury and the relevant provincial treasury for comment.
- (5) The adjudication committee must consider the unsolicited bid and may award the bid or make a recommendation to the accounting officer, depending on its delegations.
- (6) A meeting of the adjudication committee to consider an unsolicited bid must be open to the public.
- (7) When considering the matter, the adjudication committee must take into account –
- (a) Any comments submitted by the public; and
 - (b) Any written comments and recommendations of the National Treasury or the relevant provincial treasury.
- (8) If any recommendations of the National Treasury or provincial treasury are rejected or not followed, the accounting officer must submit to the Auditor General, the relevant provincial treasury and the National Treasury the reasons for rejecting or not following those recommendations.

- (9) Such submission must be made within seven days after the decision on the award of the unsolicited bid is taken, but no contract committing the municipality to the bid may be entered into or signed within 30 days of the submission.

Combating of abuse of supply chain management system

38. (1) The accounting officer must–

- (a) Take all reasonable steps to prevent abuse of the supply chain management system;
 - (b) Investigate any allegations against an official or other role player of fraud, corruption, favouritism, unfair or irregular practices or failure to comply with this Policy, and when justified –
 - (i) Take appropriate steps against such official or other role player; or
 - (ii) Report any alleged criminal conduct to the South African Police Service;
 - (c) Check the National Treasury's database prior to awarding any contract to ensure that no recommended bidder, or any of its directors, is listed as a person prohibited from doing business with the public sector;
 - (d) Reject any bid from a bidder–
 - (i) If any municipal rates and taxes or municipal service charges owed municipality or municipal entity, are in arrears for more than three months; or
 - (ii) Who during the last five years has failed to perform satisfactorily on a previous contract with the municipality or any other organ of state after written notice was given to that bidder that performance was unsatisfactory;
 - (e) Reject a recommendation for the award of a contract if the recommended bidder, or any of its directors, has committed a corrupt or fraudulent act in competing for the particular contract;
 - (f) Cancel a contract awarded to a person if –
 - (i) The person committed any corrupt or fraudulent act during the bidding process or the execution of the contract; or
 - (ii) An official or other role player committed any corrupt or fraudulent act during the bidding process or the execution of the contract that benefited that person; and
 - (g) Reject the bid of any bidder if that bidder or any of its directors –
 - (i) Has abused the supply chain management system of the municipality or has committed any improper conduct in relation to such system;
 - (ii) Has been convicted for fraud or corruption during the past five years;
 - (iii) Has willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - (iv) Has 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).
- (2) The accounting officer must inform the National Treasury and relevant provincial treasury in writing of any actions taken in terms of subparagraphs (1)(b)(ii), (e) or (f) of this policy.

Part 3: Logistics, Disposal, Risk and Performance Management

Logistics management

39. The accounting officer must establish and implement an effective system of logistics management, which must include -
- (a) The monitoring of spending patterns on types or classes of goods and services incorporating, where

- practical, the coding of items to ensure that each item has a unique number;
- (b) The setting of inventory levels that includes minimum and maximum levels and lead times wherever goods are placed in stock;
 - (c) The placing of manual or electronic orders for all acquisitions other than those from petty cash;
 - (d) Before payment is approved, certification by the responsible officer that the goods and services are received or rendered on time and is in accordance with the order, the general conditions of contract and specifications where applicable and that the price charged is as quoted in terms of a contract;
 - (e) Appropriate standards of internal control and warehouse management to ensure that goods placed in stores are secure and only used for the purpose for which they were purchased;
 - (f) Regular checking to ensure that all assets including official vehicles are properly managed, appropriately maintained and only used for official purposes; and
 - (g) Monitoring and review of the supply vendor performance to ensure compliance with specifications and contract conditions for particular goods or services.

Disposal management

- 40. (1)** The criteria for the disposal or letting of assets, including unserviceable, redundant or obsolete assets, subject to sections 14 and 90 of the Act, are by public tender in all cases.
- (2) Assets may be disposed of by –
- (i) Transferring the asset to another organ of state in terms of a provision of the Act enabling the transfer of assets;
 - (ii) Transferring the asset to another organ of state at market related value or, when appropriate, free of charge;
 - (iii) Destroying the asset.
 - (iv) For all of the above, the Accounting Officer's approval is required.
- (3) The accounting officer must ensure that –
- (a) Immovable property is sold only at market related prices except when the public interest or the plight of the poor demands otherwise;
 - (b) Movable assets are sold either by way of written price quotations, a competitive bidding process, auction or at market related prices, whichever is the most advantageous;
 - (c) Firearms are not sold or donated to any person or institution within or outside the Republic unless approved by the National Conventional Arms Control Committee;
 - (d) Immovable property is let at market related rates except when the public interest or the plight of the poor demands otherwise;
 - (e) All fees, charges, rates, tariffs, scales of fees or other charges relating to the letting of immovable property are annually reviewed;
 - (f) Where assets are traded in for other assets, the highest possible trade-in price is negotiated; and
 - (g) In the case of the free disposal of computer equipment, the provincial department of education is first approached to indicate within 30 days whether any of the local schools are interested in the equipment.

Risk management

- 41. (1)** The criteria for the identification, consideration and avoidance of potential risks in the supply chain management system, are as follows:
- (a) The Internal Audit Unit is to review annually all systems including the internal controls employed and to provide a written report to council no later than 30 days after the end of the financial year.

(2) Risk management must include –

- (a) The identification of risks on a case-by-case basis;
- (b) The allocation of risks to the party best suited to manage such risks;
- (c) Acceptance of the cost of the risk where the cost of transferring the risk is greater than that of retaining it;
- (d) The management of risks in a pro-active manner and the provision of adequate cover for residual risks; and
- (e) The assignment of relative risks to the contracting parties through clear and unambiguous contract documentation.

Performance management

42. The accounting officer must establish and implement an internal monitoring system in order to determine, on the basis of a retrospective analysis, whether the authorised supply chain management processes were followed and whether the objectives of this Policy were achieved.

Part 4: Other matters

Prohibition on awards to persons whose tax matters are not in order

43. (1) No award above R15 000 may be made in terms of this Policy to a person whose tax matters have not been declared by the South African Revenue Service to be in order.
- (2) Before making an award to a person the accounting officer must first check with SARS whether that person's tax matters are in order.
- (3) If SARS does not respond within 7 days such person's tax matters may for purposes of subparagraph (1) be presumed to be in order.

Prohibition on awards to persons in the service of the state

44. Irrespective of the procurement process followed, no award may be made to a person in terms of this Policy –
- (a) Who is in the service of the state;
 - (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) A person who is an advisor or consultant contracted with the municipality.

Awards to close family members of persons in the service of the state

45. The accounting officer must ensure that the notes to the annual financial statements disclose particulars of any award of more than R2000 to a person who is a spouse, child or parent of a person in the service of the state, or has been in the service of the state in the previous twelve months, including –
- (a) The name of that person;
 - (b) The capacity in which that person is in the service of the state; and
 - (c) The amount of the award.

Ethical standards

46. (1) A code of ethical standards (refer to Annexure A) as set out in the "*National Treasury's code of conduct for supply chain management practitioners and other role players involved in supply chain management*" is hereby established for officials and other role players in the supply chain management system of the municipality in order to promote –
- (a) Mutual trust and respect; and

- (b) An environment where business can be conducted with integrity and in a fair and reasonable manner.
- (2) A breach of the code of ethics must be dealt with as follows -
- (a) In the case of an employee, in terms of the disciplinary procedures of the municipality envisaged in section 67(1)(h) of the Municipal Systems Act;
 - (b) In the case a role player who is not an employee, through other appropriate means in recognition of the severity of the breach.
 - (c) In all cases, financial misconduct must be dealt with in terms of chapter 15 of the Act.

Inducements, rewards, gifts and favours to the municipalities officials and other role players

47. (1) No person who is a provider or prospective provider of goods or services, or a recipient or prospective recipient of goods disposed or to be disposed of may either directly or through a representative or intermediary promise, offer or grant –
- (a) Any inducement or reward to the municipality for or in connection with the award of a contract; or
 - (b) Any reward, gift, favour or hospitality to –
 - (i) Any official; or
 - (ii) Any other role player involved in the implementation of this Policy.
- (2) The accounting officer must promptly report any alleged contravention of subparagraph (1) to the National Treasury for considering whether the offending person, and any representative or intermediary through which such person is alleged to have acted, should be listed in the National Treasury's database of persons prohibited from doing business with the public sector.
- (3) Subparagraph (1) does not apply to gifts less than R350 in value.

Sponsorships

48. The accounting officer must promptly disclose to the National Treasury and the relevant provincial treasury any sponsorship promised, offered or granted, whether directly or through a representative or intermediary, by any person who is –
- (a) A provider or prospective provider of goods or services; or
 - (b) A recipient or prospective recipient of goods disposed or to be disposed.

Objections and complaints

49. Persons aggrieved by decisions or actions taken in the implementation of this supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint against the decision or action.

Resolution of disputes, objections, complaints and queries

50. (1) The accounting officer must appoint an independent and impartial person, not directly involved in the supply chain management processes –
- (a) To assist in the resolution of disputes between the municipality and other persons regarding -
 - (i) Any decisions or actions taken in the implementation of the supply chain management system; or
 - (ii) Any matter arising from a contract awarded in the course of the supply chain management system; or
 - (b) To deal with objections, complaints or queries regarding any such decisions or actions or

any matters arising from such contract.

- (2) The accounting officer, or another official designated by the accounting officer, is responsible for assisting the appointed person to perform his or her functions effectively.
- (3) The person appointed must –
 - (a) Strive to resolve promptly all disputes, objections, complaints or queries received; and
 - (b) Submit monthly reports to the accounting officer on all disputes, objections, complaints or queries received, attended to or resolved.
- (4) A dispute, objection, complaint or query may be referred to the relevant provincial treasury if –
 - (a) The dispute, objection, complaint or query is not resolved within 60 days; or
 - (b) No response is forthcoming within 60 days.
- (5) If the provincial treasury does not or cannot resolve the matter, the dispute, objection, complaint or query may be referred to the National Treasury for resolution.
- (6) This paragraph must not be read as affecting a person's rights to approach a court at any time.

Contracts providing for compensation based on turnover

51. If a service provider acts on behalf of a municipality to provide any service or act as a collector of fees, service charges or taxes and the compensation payable to the service provider is fixed as an agreed percentage of turnover for the service or the amount collected, the contract between the service provider and the municipality must stipulate –
- (a) A cap on the compensation payable to the service provider; and
 - (b) That such compensation must be performance based.

Sureties and retention

52. Bid securities are normally required from bidders in the construction and engineering disciplines, as well as from auctioneers. The accounting officer/authority may decide whether bidders should supply securities at the bidding phase. Bid security should not be set so high as to discourage bidders. Bid security should remain valid for the duration of the contract period. Should the recommended bidder or the contractor withdraw his/her bid prior to the award of the bid or commencement of the contract, the bidder/supplier may forfeit his security to the institution. Bid securities should be released to unsuccessful bidders once it is determined that they will not be awarded the contract.

(1) Sureties

Sureties shall be determined according to affordability and risk. The following sureties shall be considered appropriate for the different categories (see annexure "A" for categorization) of contract:

Micro projects - Nil
Small projects - 2,5%
Medium projects - 5%
Large projects - 10%

Where the SMME service provider could not be able to arrange sureties prior to awarding of the contract, surety amounts shall be deducted from the first progress payment certificate based on work certified.

(2) Retention

Retention money withheld from a contractor during the construction period must be affordable, according to risk. The following limits to retention shall be made applicable on the four categories of contract:
Micro projects - Nil

Small projects - 2,5%
Medium projects - 5%
Large projects - 10%

Sale of bid document

- 53.** Accounting officers/authorities may decide to charge a refundable or a non refundable fee for bidding documents if and when necessary, provided that:
- (a) The fee should be reasonable and reflect only the cost of the technical consulting, printing and delivery costs to prospective bidders;
 - (b) The fee should not be so high as to discourage prospective bidders; and
 - (c) It is recommended that the amount to be paid for bid documents be as follows:
 - a. Project Value of R200 000 to R500 000 - Bid Doc. R100.00
 - b. Project Value of R 500 001 to R1m - Bid Doc. R200
 - c. Project Value of Above R1m to R3m - Bid Doc. R300
 - d. Project Value above R3m - Bid Doc. R500 or more

Insurance

- 54.** The municipality shall effect and maintain insurance of the Works and Public Liability Insurance for the duration of the project. The emerging contractor shall insure all constructional plant owned, leased or hired by him, which is brought onto the site. He shall also pay all contributions required in terms of the provisions of Occupational Health and Safety Act, 1993 (as amended).

Excess payments on insurance claims

- 55 (1)** Micro to medium projects

Excess amounts on insurance in respect of causes entirely beyond the emerging contractor's control such as rain and flood damage shall be the responsibility of the Municipality

Excess amounts on claims attributable to insufficient precautions by the emerging contractor such as theft shall be fully borne by the emerging contractor.

- (2) Large Projects

All excess amounts will be the responsibility of the contractor

Penalties

- 56.** Penalties will be a standard clause with awards. If no penalty clause was applicable, some contracts could and probably would take years to complete. On the other hand penalties must not punish or harm an emerging contractor to such an extent that the empowerment of previously disadvantaged individuals cannot be realized.

From the above it is obvious that a balance must be found where the penalty urges and encourages the emerging contractor to complete the project on time, but if he fails to do this, the penalties must not put him out of business. A penalty clause does not and cannot ensure that a contract will be completed timeous, but if contract completion is late, the enforcement of penalties will become a reality.

The following penalties shall be applicable:

Micro projects - 0.02% of Contract amount/day
Small projects - 0.04% of Contract amount/day
Medium projects - 0.06% of Contract amount/day
Large projects - 0.1% of Contract amount/day

Payments

57. (1) Time of payment

Payment certificates are normally payable within 30 days after being approved by the Municipal Manager (General Condition of Contract). The lack of finance is a serious constraint to SMME's and to assist in this regard payments to this group shall be fast-tracked where possible.

(2) Cessions

To further alleviate the constraints, signed cessions by the SMME's to financiers that assist SMME's shall be accepted so that payments can be made directly to those financiers, ensuring the continuous delivery of materials. Where cessions are accepted the utmost care shall be taken to ensure that the Municipality is properly indemnified.

Confidentiality

- 58.** After public opening of bids, information relating to the examination, clarification and evaluation of bids and recommendations concerning awards should not be disclosed to bidders or other persons not officially concerned with the process, until the successful bidder is notified of the award.

Debriefing

- 59.** If after notification of award, a consultant wishes to ascertain the grounds on which its proposal was not selected, it must address its request in writing to the accounting officer/authority. If the supplier is not satisfied with the explanation given by the accounting officer/authority, the supplier may refer this matter to the relevant treasury, Public protector or court of law.

Commencement

- 60.** This Policy takes effect on the date of approval by the Council

O. R. TAMBO DISTRICT MUNICIPALITY

PROJECT NO.: MIS 382643 B

UPGRADING OF THE TSOLO TOWN SEWER RETICULATION AND ASSOCIATED WORKS – PHASE 1: CONTRACT 2

C2 PRICING DATA

C2.1 Pricing Instructions

- 1 The General Conditions of Contract, the Contract Data, the Specifications (including the Project Specifications) and the Drawings shall be read in conjunction with the Bill of Quantities.
- 2 The Bill comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.

Although the Bidder is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Engineer is obliged to base his assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the Bill.

Clause 8 of each Standardized Specification, and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specifications, all set out which ancillary or associated activities are included in the rates for the specified operations.

- 3 Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Project Specifications. No consideration will be given to any claim by the Contractor submitted on such a basis. The Bill has been drawn up generally in accordance with the latest issue of Civil Engineering Quantities ¹. Should any requirement of the measurement and payment clause of the appropriate Standardized or Project Specification(s) be contrary to the terms of the Bill or, when relevant, to the Civil Engineering Quantities, the requirement of the appropriate Standardized, Project, or Particular Specification as the case may be, shall prevail.
- 4 Unless stated to the contrary, items are measured net in accordance with the Drawings without any allowance having been made for waste.
- 5 The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Bid is based.
- 6 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.
- 7 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.

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 bid rates should apply should work under these items actually be required.

Should the Bidder group a number of items together and bid one sum for such group of items, the single bid 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.

The bid 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.

- 8 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.

Ordering of materials are not to be based on the Bill of Quantities, but only on information issued for construction purposes.

- 9 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 bid rate of the (same) item
Sum	:	An amount bid 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

Quantities and Rates Reflected in the Schedule

The quantities given in the schedule of quantities are estimates only, and are subject to re-measure during the execution of the work. The quantities finally accepted and certified for payment, and not the quantities given in the Schedule of Quantities, shall be used to determine payments to the Contractor. The Contractor shall obtain the Engineer's detailed instructions for all work before ordering any materials

or executing work or making arrangements for it. The quantities of material or work stated in the Schedule of Quantities shall not be regarded as authorisation for the Contractor to order material or to execute work.

The rates in the schedule of quantities shall include for all labour, plant and materials required to complete the item as specified in the General and Special Conditions of Contract, the SANS1200 standardised specifications, the variations to the standardised specifications, the project specifications and the drawings and shall be fixed throughout the period of the Works irrespective of the quantity of work executed under the contract.

The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Schedule of Quantities and in accordance with the General and Special Conditions of Contract, the SANS1200 standardised specifications, the variations to the standardised specifications, the project specifications and the drawings. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste. The validity of the contract will in no way be affected by differences between the quantities in the schedule of quantities and the quantities finally certified for payment.

Provisional Sums

Where Provisional sums or Prime Cost sums are provided for items in the Schedule of Quantities, payment for the work done under such items will be made in accordance with clause 6.6 of the General Conditions of Contract 2015. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or

downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

The Tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted by the Employer in the "Amount" column of the Schedule of Quantities and in the Summary of the Schedule of Quantities unless ordered or authorised in writing by the Employer before closure of tenders. Any unauthorised changes made by the Tenderer to provisional items in the schedule, or to the provisional percentages and sums in the Summary of the Schedule of Quantities, will be treated as arithmetical errors.

Pricing of the Schedule of Quantities

The prices and rates to be inserted by the Tenderer in the Schedule of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under the several items, and shall include full compensation for all costs and expenses that may be required in and for the completion and maintenance during the defects liability period of all the work described and as shown on the drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based.

Each item shall be priced and extended to the "Amount" column by the Tenderer, with the exception of the items for which only rates are required, or items which already have Prime Cost or Provisional Sums affixed thereto. If the Tenderer omits to price any items in the Schedule of Quantities, then these items will be considered to have a Nil rate or price.

All items for which terminology such as "inclusive" or "not applicable" have been added by the Tenderer will be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract.

Should the Tenderer group a number of items together and tender one lump sum for such group of items, this single lump sum shall apply to that group of items and not to each individual item.

The tendered lump sums and rates shall be valid irrespective of any change in the quantities during the execution of the contract.

The Tenderer shall fill in rates for all items where the words "rate only" appears in the "Amount" column. "Rate Only" items have been included where:

- an alternative item or material is contemplated;
- variations of specified components in the make-up of a pay item may be expected; and
- no work under the item is foreseen at tender stage but the possibility that such work may be required is not excluded.

For "Rate Only" items, no quantities are given in the "Quantity" column but the quoted rate shall apply in the event of work under this item being required. The Tenderer shall, however, note that in terms of the Tender Data the Tenderer may be asked to reconsider any such rates which the Employer may regard as unbalanced.

Reasonable compensation will be received where no payment item appears in respect of work required in terms of the Contract which is not covered in any other pay item.

All rates and amounts quoted in the Schedule of Quantities shall be in Rand and cents and shall include all levies and taxes (other than VAT). VAT will be added in the summary of the Schedule of Quantities. Note that fractions of a cent in all rates shall be discounted.

Correction of Entries

Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initialled by the Tenderer.

Interim Payments

Unless otherwise specified, progress payments in Interim Certificates, referred to in Clause 6.10 of the General Conditions of Contract 2010, in respect of "sum" items in the Schedule of Quantities shall be by means of interim progress instalments assessed by the Engineer and based on the measure in which the work actually carried out relates to the extent of the work to be done by the Contractor.

Notwithstanding any custom to the contrary, the work as executed will be measured for payment in accordance with the methods described in the contract documents under the various items of payment.

Units of Measurement

The units of measurement described in the Schedule of Quantities are metric units.

The following abbreviations are used in the Schedule of Quantities:

Mm	= millimetre	m ³ -km	= cubic	Prov sum	= provisional sum
m	= metre		metre-kilometre	kPa	= kilopascal
km	= kilometre	l	= litre	MPa	= megapascal
km-pass	= kilometre-pass	kl	= kilolitre	MN	= meganewton
m ²	= square metre	kg	= kilogram	t-km	= tonne-kilometre
m ² -pass	= square metre-pass	t	= tonne (1 000 kg)	hr	= hour
ha	= hectare	No.	= number	dia	= diameter
m ³	= cubic metre	%	= percent	Sum	= lump sum
kW	= kilowatt	PC sum	= prime cost sum		
		MN-m	= meganewton-metre		

O. R. TAMBO DISTRICT MUNICIPALITY

PROJECT NO.: MIS 382643 B

UPGRADING OF THE TSOLO TOWN SEWER RETICULATION AND ASSOCIATED WORKS – PHASE 1: CONTRACT 2

FORM C2.1 PRICING INSTRUCTIONS
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1. The Tender Data, the Scope of Work and the Drawings are to be read in conjunction with the Schedule of Quantities.
2. The Schedule comprises items covering the Consortium's profit and costs of general liabilities and of the construction of temporary and permanent Works.

Although the Tenderer 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 tenderer has the right, under various circumstances, to payment for additional works carried out and that the Client 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 tenderer.

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. Descriptions in the Schedule of Quantities are abbreviated. The schedule has been drawn up generally in accordance with the latest issue of "Civil Engineering Quantities". Should any requirement of the measurement and payment clause of the applicable Standardized Specification, or the Project Specification, or the Particular Specification(s) conflict with the terms of the Schedule or, when relevant "Civil Engineering Quantities", the requirement of the Standardized, Project or Particular Specification, as applicable, shall prevail.
4. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.
5. 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.

A price or rate is to be entered, in **BLACK INK**, against each item in the Schedule of Quantities.

In the event of the Tenderer failing to price any item it will be held that the Tenderer 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.

6. 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.
The Bidder shall also fill in a rate against the items where the words "rate only" appears in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the bidden rates shall apply should work under these items actually be required.
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 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 bid rate of the (same) item
- Sum : An amount bid 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

9 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
- m² = square metre
- m²-pass = square metre-pass
- ha = hectare
- m³ = cubic metre
- m³-km= = cubic metre-kilometre
- kW = kilowatt
- kN = kilo Newton
- kg = kilogram
- t = ton (1 000 kg)
- % = per cent
- MN = mega Newton

O. R. TAMBO DISTRICT MUNICIPALITY

PROJECT NO.: MIS 382643 B

**UPGRADING OF THE TSOLO TOWN SEWER RETICULATION AND
ASSOCIATED WORKS – PHASE 1: CONTRACT 2**

FORM C2.2 BILL OF QUANTITIES
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C2.2 Bill of Quantities

SECTION A: PRELIMINARY AND GENERAL						
Item No	Payment Clause	Short Description	Unit	Quantity	Rate	Price
	SABS 1200 A	<u>SECTION A: GENERAL</u> As specified in SABS 1200 A and in the Scope of Work				
	8.3	<u>SCHEDULED FIXED-CHARGE AND VALUE RELATED ITEMS</u>				
1	8.3.1	Contractual requirements	Sum	1		
2		Political Riot Insurance	Sum	1		
	8.3.2	<u>Establishment of Facilities on Site</u>				
	8.3.2.1	Facilities for Engineer				
3		a) Furnished office as specified per SABS 1200AB Item No. 3.2	Sum	1		
4		c) Contract Name boards (2 No.)	Sum	1		
5		d) Car port	Sum	1		
6		e) Survey equipment and assistants (2 No.) as specified per SABS 1200AB Item No. 5.5	Sum	1		
	8.3.2.2	Facilities for Contractor				
7		a) Offices and storage sheds	Sum	1		
8		b) Workshops	Sum	1		
9		c) Laboratories	Sum	1		
10		d) Ablution and latrine facilities	Sum	1		
11		e) Tools and equipment	Sum	1		
12		f) Water supplies, electric power and communications	Sum	1		
13		g) Dealing with water on site for the duration of the contract	Sum	1		
14		h) Access	Sum	1		
15		i) Plant	Sum	1		
16	8.3.3	<u>Other Fixed Charge Obligations</u>	Sum	1		
17	PSA 8.3.4	Removal of Site Establishment on completion	Sum	1		
18	PSA 8.3.5	Fixed Charge Health and Safety Obligations	Sum	1		
19	PSA 8.3.6 / PSEM	Fixed Charge Environmental Obligations	Sum	1		
20	PSA 8.3.7	Fixed Charge As-built information Obligations	Sum	1		
	8.4	<u>SCHEDULED TIME RELATED ITEMS</u>				
21	8.4.1	Contractual Requirements	Sum	1		
Carried Forward						

Brought Forward						
	8.4.2	Operation and Maintenance of Facilities on Site, for Duration of Construction				
	8.4.2.1	Facilities for Engineer				
22		a) Furnished office	Month	12		
23		c) Contract Name boards (2 No.)	Month	12		
24		d) Car ports	Month	12		
25		e) Survey assistants (2 No.) specified per SABS 1200AB Item No. 5.5	Month	12		
	8.4.2.2	Facilities for Contractor				
26		a) Offices and storage sheds	Month	12		
27		b) Workshops	Month	12		
28		c) Laboratories	Month	12		
29		d) Ablution and latrine facilities	Month	12		
30		e) Tools and equipment	Month	12		
31		f) Water supplies, electric power and communications	Month	12		
32		g) Dealing with water on site for the duration of the contract (see 5.5)	Month	12		
33		h) Access	Month	12		
34		i) Plant	Month	12		
35	8.4.3	Supervision for Duration of Construction	Month	12		
36	8.4.4	Company and Head Office Overhead Cost for the duration of the Contract	Month	12		
	8.4.5	Other Time-Related Obligations				
37		Provision of Security Personnel	Month	12		
38	PSA 8.4.6 / PS H&S	Time related Charge Health and Safety Obligations	Month	12		
39	PSA 8.4.6 / PS H&S	Provision for full-time Health and Safety Officer	Month	12		
40	PSA 8.4.7	Time related Charge Environmental Obligations	Month	12		
	PSA 8.4.8	Standing Time				
		Compensation for delays incurred				
41		a) Plant	Sum/day	5		
42		b) Labour	Sum/day	5		
43		c) Supervision	Sum/day	5		
44		d) Other facilities not covered by (a), (b) and (c)	Sum/day	3		
	8.5 b)	<u>PROVISIONAL SUMS</u>				
45	PSA 8.5.1	Remuneration of Labour Desk /Community Liaison Officer	Prov Sum			R 84,000.00
46	PSA 8.5.2	Overheads charges and profit on the above provisional sum	%			
Carried Forward						

PROJECT: MIS 382643 B Upgrading of the Tsolo Town Sewer Reticulation & Associated Works – Phase 1: Contract 2
MIG Programme
C2.2 Bill of Quantities

Brought Forward						
47	PSA 8.8.5	Additional Survey	Prov Sum			R 25,000.00
48	PSA 8.5.6	Overheads charges and profit on the above provisional sum	%			
49	PSA 8.8.7	Telephone for Employers agent (Cellphone allowance - R250/month)	Prov Sum			R 3,000.00
50	PSA 8.5.8	Overheads charges and profit on the above provisional sum	%			
51	PSA 8.8.9	Data for Employers agent (Data allowance - R500/month)	Prov Sum			R 6,000.00
52	PSA 8.5.10	Overheads charges and profit on the above provisional sum	%			
53	PSA 8.8.11	Local Civil Engineering Student Allowance	Prov Sum			R 72,000.00
54	PSA 8.5.12	Overheads charges and profit on the above provisional sum	%			
55	PSA8.5.13	Nominated Subcontractor Allowance for Mechanical and Electrical Works at the WWTW	Prov Sum			5,200,000.00
56	PSA 8.5.14	Overheads charges and profit on the above provisional sum	%			
	8.7	<u>DAY WORK (Provisional)</u> NOTE: (i) All rates to be Gross (Mark up, profits under overheads, etc. and all requirements listed in item 8.7 included) (ii) The Tenderer must state the capacity of the Plant that his rate is based on: (iii) Dayworks will apply in quantities. Sub clause 6.5 of the General Conditions of Contract limiting increases of quantities and/or any sub items will not in day works (iv) Standing time will be taken as 2/3 of the Rate				
	8.7.1	Labour				
57		a) Site Foreman	Hr	40		
58		b) Trade Foreman	Hr	20		
59		c) Supervisor	Hr	40		
60		d) Artisan	Hr	20		
61		e) Operator	Hr	30		
62		f) Gang Boss	Hr	20		
63		g) Leading Hand	Hr	20		
64		h) Survey Assistant	Hr	50		
65		i) Labourer	Hr	200		

Carried Forward						
Brought Forward						
	8.7.2	Plant				
66		a) Track Excavator minimum 20 tons. State make and model	Hr	20		
67		b) Track Excavator minimum 40 tons. State make and model	Hr	40		
68		c) Backhoe TLB type min. 60kW. State make and model	Hr	20		
69		d) Bulldozer (CAT D7 or similar approved - approx. 145 Kw)	Hr	5		
70		e) Grader (CAT 140H or similar approved)	Hr	5		
71		f) Rubber tyred front-end loader mi. 90kW. State make..... and model	Hr	5		
72		g) Pedestrian type vibrating roller (Bomag BW65H or similar approved). State make and model	Hr	10		
73		h) Compacting vibrating roller - Single Drum Smooth - Self Propelled - min. 12 tons. State make..... and model	Hr	10		
74		i) Compacting vibrating roller - Single Drum Padded or Grid - Self Propelled - min. 12 tons. State make and model	Hr	10		
75		j) Compactor (PAN)	Hr	10		
76		k) Water cart (9000 litre)	Hr	20		
77		l) Water cart (5000 litre)	Hr	20		
78		m) Tip-up truck (10 m³)	Hr	20		
79		n) Tip-up truck (6 m³)	Hr	20		
80		o) Compressor: min 250 cfm complete with hand tools and attachments. State make..... and model	Hr	10		
81		p) Bakkie (1 ton)	Hr	20		
82		q) Honey Sucker (8000 - 10,000 litre)	Hr	40		
83		q) Cement	Bag	10		
84		r) Building Sand	m³	10		
85		s) Crushed Stone (19mm)	m³	10		
86		t) Bricks (ROK's)	No.	1,000		

Carried Forward						
Brought Forward						
	8.8	TEMPORARY WORK				
		Accommodation of Traffic				
87	PSA 8.8.2	Provide and erect warning signs, flag persons, lights, controls for duration of Contract in crossings of roads	Sum	1		
		Existing Services				
88	PSA 8.8.4 c)	Excavate by hand in soft material to locate existing services	m ³	550		
	8.8.5	Cost of survey in terms of Land Survey Act				
89		a) Locate, record and protect erf boundaries and survey pegs	Sum	1		
90		b) Replace pegs recorded as missing at commencement of Contract	No.	5		
	PSA 8.8.6	Special Water Control in Terms of Project Specification				
91		Temporary bypassing of existing sewer flow during construction, repairs, or any other necessary works on the downgrade structures and pipelines.	km	3		
		Miscellaneous Items				
92	PSA 8.9.1	Engineering Surveyor as directed by the employer's agent	Prov Sum			R 50,000.00
93		Overheads charges and profit on item 92 above	%			
94	PSA 8.9.2	Specialised testing as directed by Employer's Agent	Prov Sum			R 25,000.00
95		Overheads charges and profit on item 94 above	%			
96	PSA 8.9.3	Wayleaves: The Contractor is to apply for the necessary way leaves from the relevant Authorities i.e. Municipality, Telkom, Eskom and from the Provincial Roads Department prior to any construction.	Sum	1		
		SMMME Attendance and Development				
97	PSA 8.9.5	EME attendance, development and mentoring (The Contractor to price for attendance and administration of SMME subcontracts against this item. The administration of the SMME subcontracts is to include for all printing of documents and drawings required for obtaining subcontract tenders, construction activities, etc.)	Sum	1		
98	PSA 8.9.6	Provision for EME Construction Manager by Main Contractor	Month	12		
99	PSA 8.9.7	EME Preliminaries (the sum is to include for the cost of all preliminary and general items required by and/or for the accommodation of SMME sub contractors)	Sum	1		

PROJECT: MIS 382643 B Upgrading of the Tsolo Town Sewer Reticulation & Associated Works – Phase 1: Contract 2
MIG Programme
C2.2 Bill of Quantities

Carried Forward						
Brought Forward						
		Quality Assurance Plan				
100	PSA 8.9.8	Provision for the development of a Quality Assurance Plan	Sum	1		
101	PSA 8.9.9	Provision for the implementation and management of the Quality Assurance Plan for the duration of the contract.	Month	12		
		Training of targeted labour				
102	PSA 8.9.10	Training of targeted labour	Sum	1		
TOTAL Carried forward to Summary						

PART 1: SEWER RETICULATION (CROSSBOW)						
SECTION C: SITE CLEARANCE						
Item No	Payment Clause	Short Description	Unit	Quantity	Rate	Price
	SABS 1200C	Site Clearance				
1	8.2.1	Clear and grub Clear and grub as directed, including carting material from site clearance to spoil at nearest Municipal Tip Site	ha	1		
2	8.2.2	Remove and grub large trees and tree stumps of girth a) Over 1m and up and including 2m	No.	10		
3		b) Over 2m and up and including 3m	No.	3		
4	8.2.7	Dismantle and remove pipelines Remove existing 110mm erf connections and cart to spoil site	m	300		
5		Remove existing 110mm pipework and cart to spoil site	m	1400		
6		Extra over item no. 4 - 5 for Excavation and Backfill	m	1700		
7	8.2.8	Demolish and remove structures Existing damaged manhole and cart to spoil site	No.	12		
8		Demolish and remove septic tanks falling within proposed sewer trench. Including draining, disinfecting, backfilling, dealing with water and all necessary works.	No.	25		
9		Clear and remove to spoil roadway asphalt, layerworks and rubble and dispose of at nearest Municipal Tip Site.	m ³	25		
10	PSC 8.2.10	Remove topsoil to nominal depth of 150 mm and conserve by stockpiling separately for later placing on pipeline. Where instructed by Engineer	m ³	445		
11	8.2.5	Take down existing fences and re- erect.	m	1500		
TOTAL Carried forward to Summary						

SECTION D: EARTHWORKS						
Item No	Payment Clause	Short Description	Unit	Quantity	Rate	Price
1	SABS 1200D 8.3.3(a)	Earthworks Excavate 1.5m wide around existing manhole in all materials and stockpile on site for depths over and up to:	m ³	450		
2		Backfill excavated manholes with material from stockpile compacted in 200mm layers to 93% Mod ASHTO density for depths over and up to:	m ³	40		
3	8.3.10	Topsoiling Load from stockpile, haul and spread to 150mm thick (Provisional)	m ²	2500		
TOTAL Carried forward to Summary						

SECTION DB: EARTHWORKS (PIPE TRENCHES)						
Item No	Payment Clause	Short Description	Unit	Quantity	Rate	Price
1	SABS 1200DB 8.3.1 a)	Site Clearance Clear vegetation and trees of girth up to 1m on pipeline route	m	2959		
2	b)	Clear trees of girth over 1,0 m and designated obstacles on pipeline route	No.	10		
3	c)	Remove topsoil up to 150mm depth on pipeline route and cart to stockpile	m ³	2250		
4	PSDB 8.3.2(a)	Excavation Excavate in all materials for trenches, backfill, compact, including disposal of surplus/unsuitable material to designated spoil site off-site Trenches 800mm wide to accommodate pipes up to 200mm in diameter Over and Up to 0.0 m 1.0 m	m			Rate Only
5		1.0 m 2.0 m	m	1500		
6		2.0 m 3.0 m	m	1400		
7		3.0 m 4.0 m	m	59		Rate Only
8		4.0 m 5.0 m	m			Rate Only
9		5.0 m 6.0 m	m			Rate Only
10	8.3.2(b)	Extra over Item no. 4 to 9 for excavation in hard rock material (provisional)	m ³	250		
11	8.3.2(c)	Excavate unsuitable material from trench bottom and dispose of spoil as ordered (provisional)	m ³	200		

Carried Forward						
Brought Forward						
12	PSDB 8.3.2 (d)	Extra over item no. 4 to 9 for hand excavation where ordered	m ³	180		
	8.3.3	Excavation ancillaries				
13	8.3.3.1 (b)	Make up deficiency in backfill material, by importation from commercial sources selected by Contractor	m ³	50		
	8.3.3.3	Compaction in road reserves				
14		Compact to 98% MOD AASHTO	m ³	100		
	8.3.3.4	Overhaul				
15	b)	Truck haul: Over 1.0 km (provisional)	m ³ .km	4435		
	8.3.4	Particular items				
16	8.3.4 (a)	Shore trench as per Occupational, Health and Safety Act	m	2210		
	8.3.5	Existing services that intersect or adjoin a trench (Provisional)				
	8.3.5.1(a)	Services that intersect a trench				
17		Water main pipes	No.	30		
18		Electrical cables (overhead)	No.	10		
19		Electrical cables (underground)	No.	10		
20		Telkom cables (overhead)	No.	10		
21		Sewer pipes (mains and house connections)	No.	50		
	8.3.5.1(b)	Services that adjoin a trench				
22		Water main pipes	m	1300		
23		Electrical cables (overhead)	m	200		
24		Electrical cables (underground)	m	200		
25		Telkom cables (overhead)	m	200		
26		Sewer pipes (mains and house connections)	m	1200		
	8.3.6	Finishing				
	8.3.6.1	Reinstate road surfaces complete with all courses				
27		a) Hot asphalt type Iva (min thickness 30mm)	m ²	100		
28		b) Extra over for backfilling trenches using trench fill	m ³	10		
	8.3.7	Accommodation of Traffic (vehicle, pedestrian and access to properties)				
29		Supply, erect maintain and safe keep access control, traffic signages and traffic calming measures at site entrances for duration of the contract period.	Sum	1		

Carried Forward						
Brought Forward						
		Supply and erect and maintain the following road signage				
30		200x800mm double sided delineator blade and 6kg heavy duty base plates	No	40		
31		Plastic traffic cones (large)	No	10		
32		Stop signs (R1)	No	2		
TOTAL Carried forward to Summary						

SECTION DM: EARTHWORKS (ROADS SUBGRADE)						
Item No	Payment Clause	Short Description	Unit	Quantity	Rate	Price
	SABS 1200DM	Earthworks (Roads Subgrade)				
	PSDM 8.3.5	Selected layer compacted to 93% of modified AASHTO maximum density, using material from commercial or off-site sources located by the Contractor				
1		Selected gravel, G7 material (CBR minimum 15%, PI<12) compacted to 93% Mod AASHTO maximum density	m ³	30		
TOTAL Carried forward to Summary						

SECTION ME: SUBBASE						
Item No	Payment Clause	Short Description	Unit	Quantity	Rate	Price
	SABS 1200ME	Subbase				
	8.3.3	Construct the gravel wearing course with material from commercial sources				
1		150mm thick G5 gravel wearing coarse (CBR minimum 45%, PI<10, max. stone size 63mm) compacted to 95% Mod AASHTO maximum density	m ³	120		
TOTAL Carried forward to Summary						

SECTION G: CONCRETE						
Item No	Payment Clause	Short Description	Unit	Quantity	Rate	Price
	SABS 1200G	Concrete				
	8.4.1	Prescribed Mix Concrete				
	8.4.3	Strength Concrete				
1		150mm thick 30/19 for reinstatement of concrete driveways	m ³	80		
2		Striking off of concrete with a steel trowel	m ²	576		
		Ancillaries				
3		Break up and remove existing concrete walkway and cart to approved spoil site	m ³	80		

TOTAL Carried forward to Summary						
SECTION LB: BEDDING (PIPES)						
Item No	Payment Clause	Short Description	Unit	Quantity	Rate	Price
	SABS 1200LB	Bedding (Pipes)				
	8.2.1	Provision of bedding from trench excavation:				
1	8.2.1(a)	Selected granular material	m ³	90		
2	8.2.1(b)	Selected fill material	m ³	50		
	8.2.2.3	Provision of bedding from commercial sources				
3	8.2.2.3(a)	Selected granular material	m ³	900		
4	8.2.2.3(b)	Selected fill material	m ³	500		
5	8.2.3	Concrete bedding (20Mpa/19mm)	m ³	5		
6	8.2.6	Bedding for wet conditions below pipe, 13.2mm graded stone	m ³	150		
7		Geotextile U14 or similar approved	m ²	300		
TOTAL Carried forward to Summary						

SECTION LD: SEWERS						
Item No	Payment Clause	Short Description	Unit	Quantity	Rate	Price
	SABS 1200LD	SEWERS				
	PSLD 8.2.1	Sewers (pipelines)				
		Supply and lay, joint and bed on Class B bedding for flexible pipes and test the following pipes including couplings:				
1		160mm dia uPVC (SABS 791 Class 34-Heavy Duty)	m	2,344		
2		200mm dia uPVC (SABS 791 Class 34-Heavy Duty)	m	615		
3		250mm dia uPVC SABS 791 Class 34-Heavy Duty)	m			Rate only
4		315mm dia uPVC SABS 791 Class 34-Heavy Duty)	m			Rate only

Carried Forward						
Brought Forward						
	PSLD 8.2.3	Manholes				
		Construct manholes to drawing 8513AP-05 Sewer Details complete, with cover and frames for depths:				
5		Over 0.5m to 1.0m	No			Rate only
6		Over 1.0m to 1.5m	No	6		
7		Over 1.5m to 2.0m	No.	33		
8		Over 2.0m to 2.5m	No.	17		
9		Over 2.5m to 3.0m	No.	5		
10		Over 3.0m to 3.5m	No.	6		
11		Over 3.5m to 4.0m	No	2		
12		Over 4.0m to 4.5m	No			Rate only
13		Over 4.5m to 5.0m	No			Rate only
14		Over 5.0m to 5.5m	No			Rate only
15		Over 5.5m to 6.0m	No			Rate only
16		Over 6.0m	No			Rate only
17		Extra-Over item 5-16 for manholes with Heavy Duty covers on traffic areas	No	5		
18	8.2.4	Extra-Over item 5-16 for ramps to manholes (600mm to 1050mm)	No			Rate only
19	8.2.4	Extra-Over item 5-16 for backdrops to manholes for depths				
		1.0m to 1.5m	No.			Rate only
20		2.0m to 2.5m	No.			Rate only
21		2.5m to 3.0m	No.			Rate only
		Extra over items 5-16 for the construction of additional channeling and the building in of short pipe specials at branch manholes and manholes at bends.				
		(a) For FC branched channels:				
22		(i) 110mm dia	No.	5		
23		(ii) 160mm dia	No.	30		
24		(iii) 200mm dia	No.	10		
25		(iv) 250mm dia	No.			Rate Only
26		(v) 315mm dia	No.			Rate Only
		(b) For FC channels at bends:				
27		(i) 110mm dia	No.	5		
28		(ii) 160mm dia	No.	30		
29		(iii) 200mm dia	No.	10		
30		(iv) 250mm dia	No.			Rate Only
31		(v) 315mm dia	No.			Rate Only

Carried Forward						
Brought Forward						
	PSLD 8.2.6	Erf Connections Supply and lay erf connections including bedding and all bends and junctions for the following types:				
32		Type 1	No	10		
33		Type 2	No	23		
34		Type 3	No	75		
35		Type 4	No	5		
36		Type 5	No	2		
37		Extra-Over item no. 32-36 for connections longer than 2.3m	m	1200		
	8.2.7	Encasing of pipes in concrete				
38		Encasing of pipes with Grade 20 MPa concrete (Provisional)	m ³	5		
39	8.2.8	Concrete Anchor blocks (20MPa)	No			Rate Only
40	PSLD 8.2.11	Connect into existing manholes and make good	No.	2		
41	PSLD 8.2.12	Raising or Lowering of Existing Manholes	No	3		
TOTAL Carried forward to Summary						

PART 2: TSOLO WASTEWATER TREATMENT WORKS

SECTION C: SITE CLEARANCE

Item No	Payment Clause	Short Description	Unit	Quantity	Rate	Price
1	SABS 1200C	Site Clearance				
	8.2.1	Clear and grub Clear and grub of grass and small trees (girth less than 1m) as directed, including carting material from site clearance to spoil at nearest Municipal Tip Site	ha	0.04		
TOTAL Carried forward to Summary						

SECTION D: EARTHWORKS

Item No	Payment Clause	Short Description	Unit	Quantity	Rate	Price
1	SABS 1200D	Earthworks				
	8.3.3	Restricted excavation				
	8.3.3(a)	Excavate for restricted foundations and footings in all materials, backfilling, and compact to 90% Mod. AASHTO, or dispose as ordered.				
		Concrete post bases	m ³	20		
TOTAL Carried forward to Summary						

SECTION DB: EARTHWORKS (PIPE TRENCHES)

Item No	Payment Clause	Short Description	Unit	Quantity	Rate	Price
1	SABS 1200DB	Earthworks (Pipe Trenches)				
	PSDB 8.3.2(a)	Excavation Excavate in all materials for trenches, backfill, compact, including disposal of surplus/unsuitable material to designated spoil site off-site				
		Trenches 750mm wide to accommodate pipes up to 160mm in diameter				
		Over and Up to				
2		0.0 m 1.0 m	m			Rate only
3		1.0 m 2.0 m	m	20		
3	8.3.2(c)	Excavate unsuitable material from trench bottom and dispose of spoil as ordered (provisional)	m ³	2		
TOTAL Carried forward to Summary						

SECTION DM: EARTHWORKS (ROADS SUBGRADE)						
Item No	Payment Clause	Short Description	Unit	Quantity	Rate	Price
1	SABS 1200DM	Earthworks (Roads Subgrade)				
	8.3.3	Treatment of roadbed Roadbed preparation and compaction to 93% Mod AASHTO maximum density	m ³	75		
TOTAL Carried forward to Summary						

SECTION ME: SUBBASE						
Item No	Payment Clause	Short Description	Unit	Quantity	Rate	Price
1	SABS 1200ME	SUBBASE				
	8.3.3	Construct the gravel wearing course with material from commercial sources 150mm thick G5 gravel wearing coarse (CBR minimum 45%, PI<10, max. stone size 63mm) compacted to 95% Mod AASHTO maximum density	m ³	75		
TOTAL Carried forward to Summary						

SECTION G: CONCRETE						
Item No	Payment Clause	Short Description	Unit	Quantity	Rate	Price
1	SABS 1200G	CONCRETE				
	8.2	Formwork				
	8.2.2	Smooth vertical	m ²	15		
2	8.3	Reinforcing				
	8.3.2	High Tensile welded mesh Mesh Ref 245	m ²	210		
3		120x120mm Y10 fixing bars epoxy doveled at 500c/c.	No	1700		
4	8.4.3	Strength Concrete, Grade				
		Strength of concrete 25/19 Bases for posts of concrete palisade fence	m ³	20		
5	8.4.4	Unformed Surface Finishes				
		1:3 Cement and sand screed 50mm thick on floor of Sedimentation Tank, laid to special tolerances.	m ²	210		

Carried Forward						
Brought Forward						
6	8.9	Sundries 150mm thick filter media for Sludge Drying Beds. Media must be clean and washed. Coarse sand (0.475-2mm)	m ³	440		
TOTAL Carried forward to Summary						

SECTION LB: BEDDING (PIPES)

Item No	Payment Clause	Short Description	Unit	Quantity	Rate	Price
	SABS 1200LB	BEDDING (PIPES)				
	8.2.2.3	Provision of bedding from commercial sources				
1	8.2.2.3(a)	Selected granular material	m ³	6		
2	8.2.2.3(b)	Selected fill material	m ³	15		
TOTAL Carried forward to Summary						

SECTION L: MEDIUM PRESSURE PIPELINES

Item No	Payment Clause	Short Description	Unit	Quantity	Rate	Price
	SABS 1200LD	MEDIUM PRESSURE PIPELINES				
	8.2.1	Supply lay, joint, bed on Class B bedding (supply and lay) and test the following pipes complete with couplings				
		uPVC Pipes				
1		110mm diam. Class 12	m	10		
2		160mm diam. Class 12	m	10		
		Galvanised Steel Pipes				
3		DN110mm diam. galvanised flanged steel pipe wrapped in DENSO tape	m	20		
	8.2.13	Valve and Hydrant Chambers				
4		Type 9E (900x600) manhole cover and frame with locking bar as per drawing 8513AP-ST802	No	2		
5		Type 9D (600x450) manhole cover and frame with locking bar as per drawing 8513AP-ST802	No	1		
TOTAL Carried forward to Summary						

SECTION PPA: FENCING						
Item No	Payment Clause	Short Description	Unit	Quantity	Rate	Price
		FENCING				
	Part Spec PPA	Concrete Palisade Fencing System				
1	PPA.2.1	Main Posts: 3,0 m in overall length, the front edge to be curved at 40 mm dia. The curve tapering to the back to a thickness of 120 mm. Breadth of the post to be 200 mm. Posts to be slotted in one position to take the horizontal load bearing rail. Reinforcing post to be 3 x R8 mm x 2,86 m long steel bars. See drawing 8513AP-ST800 Concrete Palisade Fence	No	120		
2	PPA.2.2	Pales: 2,4 m long. The front edge to be curved at 40 mm dia. Tapering to 85 mm at the back with a breadth of 140 mm minimum over the total length of the pale except the section where the fixing rail passes through the pale. Each pale to have one cut out to take the horizontal rail. Each pale to be reinforced with 2 x 5,5 mm x 2,2 m long steel bars. See drawing 8513AP-ST800 Concrete Palisade Fence	No	1080		
3	PA.2.3	Rail Section between posts: 2,0 m long x 50 mm thick tapering to 100 mm thick to the back of the "v" section, the depth to be 150 mm. The top edge of the rail to be beveled 10 mm from the front to the back. The rail to be reinforced with 2 x Y12 1,97 m long and 1 x R8 x 1,86 m long steel bars. Note, the rails are not grouted into the posts to allow for expansion and movement. Include for 1:2 cement sand caulking. See drawing 8513AP-ST800 Concrete Palisade Fence	No	240		
4	PPA.2.4	Bottom Beam between posts: 200 mm wide x 150 mm deep concrete beam is cast in situ to secure the pales, being embedded in the beam a minimum of 50 mm. Except where the ground surface is rock, concrete, tarmac, paving block or other unexcavatable material the beam will be installed below ground level. See drawing 8513AP-ST800 Concrete Palisade Fence	m	240		
	PPA.2.5	Construct entrance structure, complete with brick piers, brick work, sliding gate etc. as per drawing 8513AP-ST801 Sliding Gate	Sum	1		
TOTAL Carried forward to Summary						

PART 3: SMME WORK PACKAGES						
SECTION A: PRELIMINARY AND GENERAL						
1	8.3 8.3.1	<u>SCHEDULED FIXED-CHARGE ITEMS</u> Contractual requirements	Sum	1		Rate only
2	8.4 8.4.1	<u>SCHEDULED VALUE RELATED ITEMS</u> Contractual Requirements	Sum	1		Rate only
SECTION LD: SEWERS						
Item No	Payment Clause	Short Description	Unit	Quantity	Rate	Price
	PSLD 8.2.3	Manholes Construct manholes to drawing 8513AP-05 Sewer Details complete, with cover and frames for depths:				
3		Over 0.5m to 1.0m	No			Rate only
4		Over 1.0m to 1.5m	No	6		Rate only
5		Over 1.5m to 2.0m	No.	33		Rate only
6		Over 2.0m to 2.5m	No.	17		Rate only
7		Over 2.5m to 3.0m	No.	5		Rate only
8		Over 3.0m to 3.5m	No.	6		Rate only
9		Over 3.5m to 4.0m	No	2		Rate only
10		Over 4.0m to 4.5m	No			Rate only
11		Over 4.5m to 5.0m	No			Rate only
12		Over 5.0m to 5.5m	No			Rate only
13		Over 5.5m to 6.0m	No			Rate only
14		Over 6.0m	No			Rate only
15		Extra-Over item 3-14 for manholes with Heavy Duty covers on traffic areas	No	5		Rate only
16	8.2.4	Extra-Over item 3-14 for ramps to manholes (600mm to 1050mm)	No			Rate only
17	8.2.4	Extra-Over item 5-16 for backdrops to manholes for depths 1.0m to 1.5m	No.			Rate only
18		2.0m to 2.5m	No.			Rate only
19		2.5m to 3.0m	No.			Rate only
		Extra over items 3-14 for the construction of additional channeling and the building in of short pipe specials at branch manholes and manholes at bends. (a) For FC branched channels:				
20		(i) 110mm dia	No.	5		Rate only
21		(ii) 160mm dia	No.	30		Rate only
22		(iii) 200mm dia	No.	10		Rate only
23		(iv) 250mm dia	No.			Rate Only
26		(v) 315mm dia	No.			Rate Only
Carried Forward						
Brought Forward						

		(b) For FC channels at bends:				
27		(i) 110mm dia	No.	5		Rate only
28		(ii) 160mm dia	No.	30		Rate only
29		(iii) 200mm dia	No.	10		Rate only
30		(iv) 250mm dia	No.			Rate Only
31		(v) 315mm dia	No.			Rate Only
	PSLD 8.2.6	Erf Connections				
		Supply and lay erf connections including bedding and all bends and junctions for the following types:				
32		Type 1	No	10		Rate only
33		Type 2	No	23		Rate only
34		Type 3	No	75		Rate only
35		Type 4	No	5		Rate only
36		Type 5	No	2		Rate only
37		Extra-Over item no. 32-36 for connections longer than 2.3m	m	1,200		Rate only
	8.2.7	Encasing of pipes in concrete				
38		Encasing of pipes with Grade 20 Mpa concrete (Provisional)	m ³	5		Rate only
39	8.2.8	Concrete Anchor blocks (20MPa)	No			Rate Only
40	PSLD 8.2.11	Connect into existing manholes and make good	No.	2		Rate only
41	PSLD 8.2.12	Raising or Lowering of Existing Manholes	No	3		Rate only
	8.5 b)	<u>PROVISIONAL SUMS</u>				
42		Provisional sum for work to be done by SMME's	Prov Sum	1	R1,650,000.00	R1,650,000.00
TOTAL Carried forward to Summary						

C2.3: SUMMARY OF BILL OF QUANTITIES		
Section	Description	Price
A	PRELIMINARY AND GENERAL FOR PARTS 1 AND 2	
<u>PART 1</u>	<u>SEWER RETICULATION (CROSSBOW)</u>	
C	SITE CLEARANCE	
D	EARTHWORKS	
DB	EARTHWORKS (PIPE TRENCHES)	
DM	EARTHWORKS (ROADS, SUBGRADE)	
ME	SUBBASE	
G	CONCRETE	
LB	BEDDING (PIPES)	
LD	SEWERS	
<u>PART 2</u>	<u>TSOLO WASTEWATER TREATMENT WORKS</u>	
C	SITE CLEARANCE	
D	EARTHWORKS	
DB	EARTHWORKS (PIPE TRENCHES)	
DM	EARTHWORKS (ROADS, SUBGRADE)	
ME	SUBBASE	
G	CONCRETE	
LB	BEDDING (PIPES)	
L	MEDIUM PRESSURE PIPELINES	
PPA	FENCING	
<u>PART 3</u>	<u>SMME WORK</u>	
EME	SMME WORK PACKAGES	

TOTAL OF PRICED ITEMS	_____
ALLOWANCE FOR CONTINGENCIES (15% of Priced Items)	_____
SUB-TOTAL	_____
ALLOWANCE FOR ESCALATION (9% of SUB-TOTAL)	_____
NET CONTRACT PRICE	_____
VALUE ADDED TAX (15% of Net Contract Price)	_____
CONTRACT SUM (Carried to C1.1 Form of Offer)	_____

SIGNATURE OF TENDERER:

ON BEHALF OF:

DATE:

O. R. TAMBO DISTRICT MUNICIPALITY

PROJECT NO.: MIS 382643 B

UPGRADING OF THE TSOLO TOWN SEWER RETICULATION AND ASSOCIATED WORKS – PHASE 1: CONTRACT 2

C3 SCOPE OF WORKS

Table of Contents

C3.1	DESCRIPTION OF WORKS	C26
C3.1.1	Client’s Objective	C26
C3.1.2	Overview of the Works	C26
C3.1.3	Extent of the Works	C27
C3.1.4	Project Location	C28
C3.1.5	Temporary Works	C29
C3.1.6	Construction Program	C29
C3.1.7	Change in works	C29
C3.1.8	Subcontracting	C30
C3.2	ENGINEERING	C30
C3.2.1	Design	C30
C3.2.2	Contractor’s Design	C30
C3.2.3	Drawings	C31
C3.3	CONSTRUCTION	C32
C3.3.1	Works Specification	C32
C3.3.2	Site Establishment	C32
C3.3.3	Permits and Wayleaves	C35
C3.3.4	Plant and materials	C35
C3.3.5	Construction equipment	C35
C3.3.6	Temporary Works	C36
C3.3.7	Barricading of Excavations	C36
C3.3.8	Features requiring special attention	C36

C3.3.9	Extension of time due to abnormal rainfall.....	C44
C3.3.10	Accommodation of traffic	C46
C3.3.11	As Built and Record Drawings	C46
C3.3.12	CPG Applicability	C47
C3.3.13	Variations and additions to SANS 1200 standardized specifications and particular specifications	C48
C3.4	PARTICULAR SPECIFICATIONS.....	C69
C3.5	MANAGEMENT OF WORKS	C73
C3.5.1	Generic specifications	C73
C3.5.2	Health and safety requirements and procedures.....	C73
C3.5.3	Environmental management requirements.....	C73
C3.5.4	Contractors Programme	C73
C3.5.5	Traffic Control on roads	C74
C3.5.6	Unauthorised Persons	C74
C3.5.7	Forms for contract administration.....	C74
C3.5.8	Electronic payments	C74
C3.5.9	Daily records	C74
C3.5.10	Permits	C74
C3.5.11	Proof of compliance with the law	C74
C3.5.12	Management meetings	C75
C3.5.13	Applicable particular specification.....	C75
C3.5.14	Material compliance with SANS/SANS requirements.....	C75
C3.5.15	Permits and wayleaves	C75
C3.5.16	Water for the works	C75
C3.5.17	Government regulations - RSA	C75
C3.5.18	Additional Specifications	C76

All definitions, interpretations and general provisions for the General Conditions of Contract for Construction Work (2015) (3rd edition) are applicable.

C 3.1 **DESCRIPTIONS OF WORKS**

C3.1.1 **Client's Objective**

The Client objectives are as follows:

- Sewerage conveyance and treatment that meets national Department of Water and Sanitation (DWS) standards;
- Improved standard of living for residents;
- Protection of the environment and groundwater from pollution and health risks;
- Reduced pollution in Xokonxa River;
- Job creation during construction phases and certain positions created for operational/maintenance purposes.

C3.1.2 **Overview of the Works**

The scope of works for this contract consists of minor civil works at the Tsolo Wastewater Treatment Works as well as mechanical and electrical work. This contract also includes the construction of a new waterborne sewer system for the residential area of Crossbow.

- **Tsolo Wastewater Treatment Works**

Civil Works

Minor civil works is required at the Wastewater Treatment Works.

Mechanical and Electrical Works

A Provisional Sum has been allowed for under this Contract for the mechanical and electrical works required at the Tsolo Wastewater Treatment Works. This shall be dealt with as a nominated sub-contract under this Contract.

- **Sewer Reticulation**

Crossbow

The residential area of Crossbow consists of approximately 126 medium income dwellings as well as two schools. Each erf has a fibre cement septic tank with an outlet that is connected to a 110mm diameter small bore sewer reticulation system. This system gravitates and discharges into the old oxidation ponds. These ponds do not function effectively, causing spillages into the Xokonxa River.

A large number of septic tank covers are either broken or missing and most of the septic tanks and pipe work are blocked. This results in sewerage overflowing onto the streets and creates areas of damming which expose the community to unsanitary conditions. Construction of new sewer manholes, pipelines and erf connections to connect into existing infrastructure shall be completed under this contract to alleviate these problems.

C3.1.3 Extent of the Works

The work to be carried out by the Contractor under this Contract comprises mainly of the following:

Sewer Reticulation

Crossbow

- Removal and cart to spoil existing sewer pipelines, manholes and septic tanks:
 - approximately 1400m of 110 mm diameter uPVC pipe;
 - approximately 12 no. of existing manholes;
 - approximately 25 no. of septic tanks.
- Construction of new sewer manholes, pipelines and erf connections to connect into existing infrastructure:
 - 2344m of 160 mm diameter uPVC pipe;
 - 615m of 200 mm diameter uPVC pipe;
 - 69 no. of 1 000 mm diameter sewer manholes;
 - 115 no. of 110 mm diameter sewer erf connections.

Tsolo Wastewater Treatment Works

Minor Civil Works

- Clearance of grass and small trees;
- Construction of 2.4m high concrete palisade fencing around sewage pump station;
- Placement of 2 no. type 9E manhole covers and frames with locking bars and 1 no. of type 9D manhole cover and frame with locking bar at sewage pump station;
- Pipework:
 - 20m of DN110 diameter steel pipe;
 - 10m of 110mm diameter uPVC pipe and
 - 10m of 160mm diameter uPVC pipe.
- Placement of 1:3 cement and sand screed at 2 no. Sedimentation Tanks;
- Placement of filter media, coarse sand, at Sludge Drying Beds;
- Construction of 100m Access Road;
- Re-compaction of electrical trenches and reinstatement of paving;
- Draining of sludge at Inlet Works;
- Supply and installation of pulling mechanism at sluice gate.

Mechanical and Electrical Works

- An activated sludge biological reactor, comprising mixers in the unaerated zones, mechanical surface aerators, and recycle pumps;
- New secondary settling tanks' peripheral-drive bridges, including floor scrapers, associated items such as telescopic underflow discharge valves, scum boxes, and centre stilling-wells;
- Two pump stations for return activated sludge and wasting to sludge drying beds;
- A drain pump station for liquors and WWTW Admin Building discharge;
- A chlorination facility;
- Electrical works, including MV Connections, and the required MCCs for the equipment;
- Measuring and control instrumentation, such as DO and level measurement;
- Small power and lighting for Buildings;

- Area lighting for the WWTW.

C3.1.4 Project Location

The town of Tsolo is located approximately 40 km to the north of Mthatha and is the major town serving the rural population of the Mhlontlo Local Municipality. The town is strategically situated, just off the N2 national road between Mthatha and Kokstad and falls within the O.R. Tambo District Municipality.

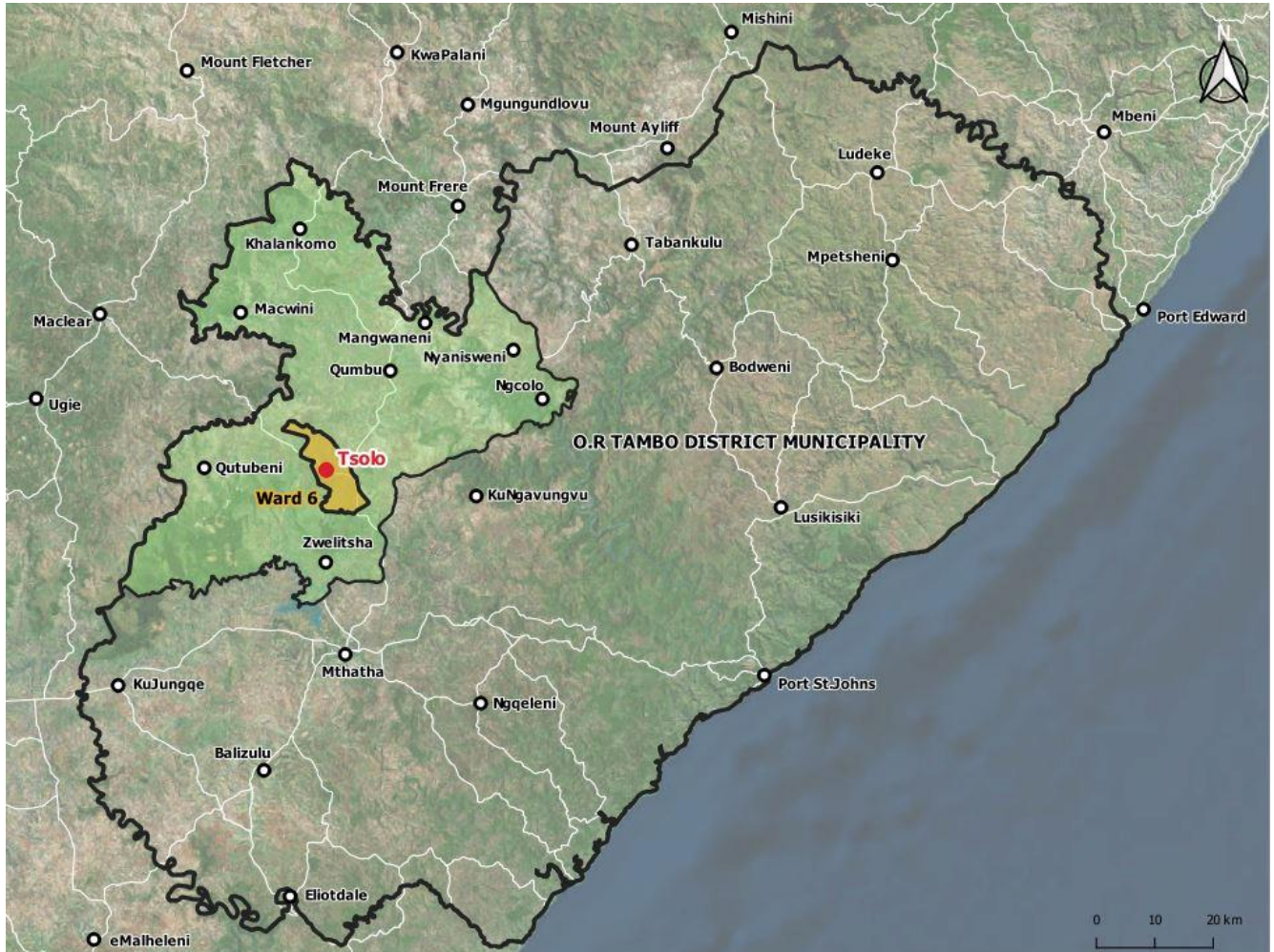


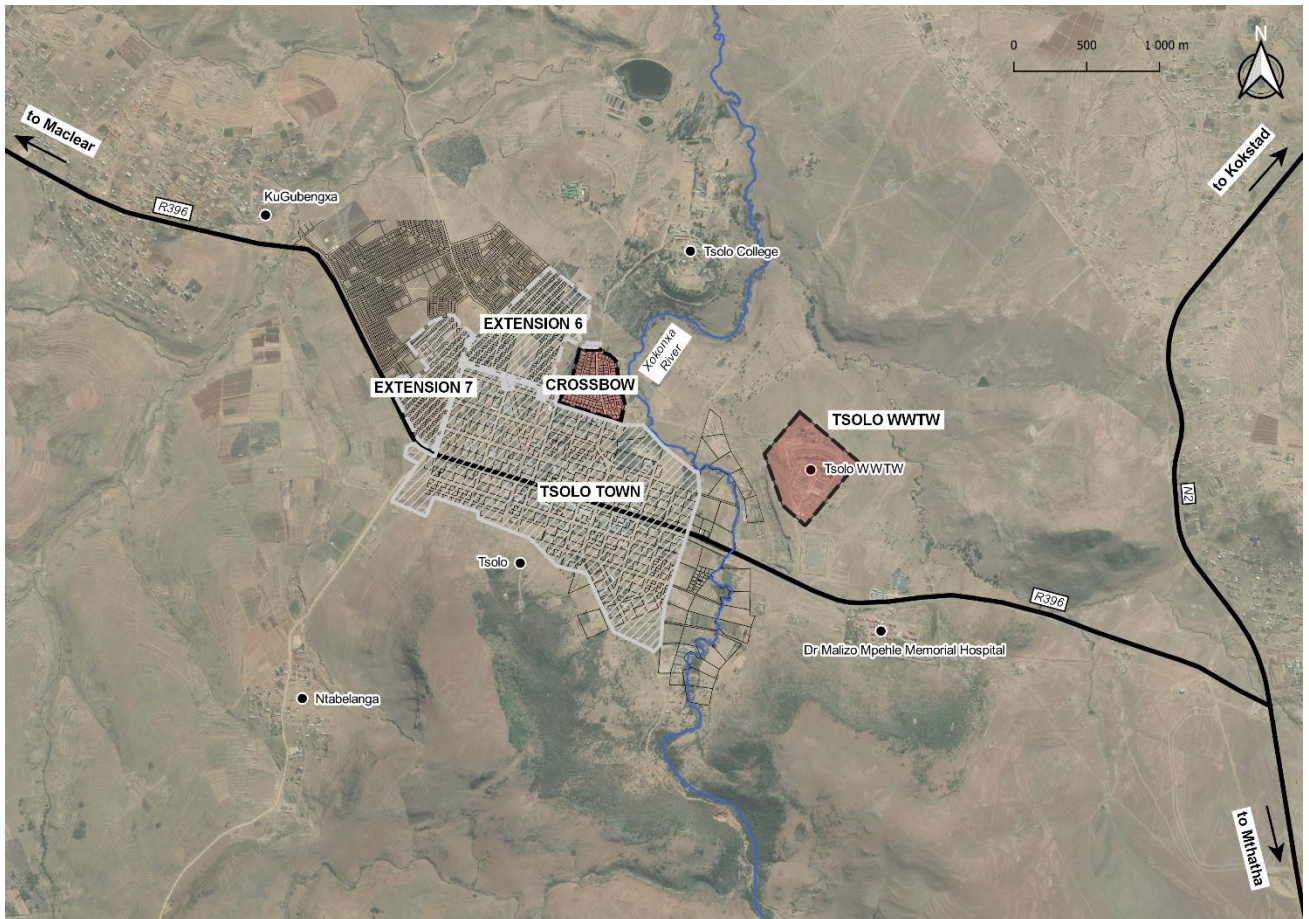
Figure 1: Tsolo Locality Plan

The latitude and longitude of the town are:

Longitude: 28° 45' 30" East

Latitude: 31° 18' 30" South

The Xokonxa River intersects the town dividing it into the western side and the eastern side. The existing residential and commercial developments of Tsolo Old Town are predominantly



on the western side and include the residential areas of Crossbow and Extension 6 in the north of Tsolo and Extension 7 in the north-west. The Tsolo Wastewater Treatment works, Dr Malizo Mpehle Memorial Hospital, sportsfield and some scattered houses are located on the eastern side.

C3.1.5 Temporary Works

Other than the usual temporary works that are the responsibility of the Contractor, the following temporary works are required:

- a) Shoring;
- b) Diversion of traffic on internal roads for installation of sewer in the road reserve;
- c) Bypassing of live existing sewer mains to ensure no disruption in services to the residents of Tsolo.

C3.1.6 Construction program

It is specifically brought to the notice of the Contractor that time is critical on this project, and the construction period will be a major factor in the award of the tender.

The Contractor shall programme his work so that disruption to the local residents is kept to a minimum. No additional payments will be considered for any difficulties, which may arise due to the presence or activities of the residents and farmers.

C3.1.7 Change in works

The ORTDM may, from time to time by order in writing without in any way vitiating the Contract or giving to the Contractor any claim for additional payment, require the Contractor to proceed with the execution of the works in such order as in his opinion may be necessary,

and may alter the order of or suspend any part of the Works at such time and times as he may deem desirable and the Contractor shall not, after receiving such written order, proceed with work ordered to be suspended until he shall receive a written order to do so from the ORTDM. Where the work must of necessity be carried out in conjunction with work of other Contractors, or with that of the Employer, it shall be co-ordinated and arranged in such a manner as to Interfere as little as possible, with the progress of such other work so as to offer every reasonable facility to other Contractors or to employees of the Employer.

C3.1.8 Sub-Contracting

- The “Site” under the Contract also includes the site of the Tsolo WWTW;
- The Mechanical and Electrical Works at the WWTW to be done under a Nominated sub-contract (Employer to select the sub-contractor);
- The appointed Main Contractor to receive instruction from Employer to “appoint”;
- Main Contractor acts as Principal Contractor in terms of the Construction Regulations;
- Nominated sub-contractor to make provision under rates for OHS and COVID cover;
- Contractor to include under rates for attendance over nominated sub-contract.

C3.2 ENGINEERING

C3.2.1 DESIGN

Design Item / Level of Design	Party Responsible for Design/ Supply of drawings
Up to details design and working drawings of all elements not detailed below	Employer
All Temporary works	Contractor
Structural Steel Shop Details	Contractor
Record Drawings	Contractor

- (a) The Employer is responsible for the design of the permanent Works as reflected in the Contract Documents unless otherwise stated.
- (b) The Contractor is responsible for the design of the temporary Works and their compatibility with the permanent Works.
- (c) The Contractor shall supply all details necessary to assist the Engineer in the compilation of the as-built drawings.

C3.2.2 CONTRACTOR'S DESIGN

Where contractor is to supply the design of designated parts of the permanent Works or temporary Works, he shall supply full working drawings supported by a professional engineer's design certificate.

C3.2.3 DRAWINGS

The Contractor shall use only the dimensions stated in figures on the Drawings in setting out the Works, and dimensions shall not be scaled from the Drawings, unless required by the Engineer. The Engineer will, on the request of the Contractor in accordance with the provisions of the Conditions of Contract, provide such dimensions as may have been omitted from the Drawings.

The Contractor shall ensure that accurate as-built records are kept of all infrastructure installed or relocated during the contract. The position of pipe bends, junction boxes, duct ends and all other underground infrastructure shall be given by either co-ordinates, or stake value and offset. Where necessary, levels shall also be given. A marked-up set of drawings shall also be kept and updated by the Contractor. This information shall be supplied to the Engineer's Representative on a regular basis.

All information in possession of the Contractor, required by the Engineer and/or the Engineer's Representative to complete the as-built/record drawings, must be submitted to the Engineer's Representative before a Certificate of Completion will be issued.

The Drawings prepared by the Employer for the permanent Works are listed below. The Employer reserves the right to issue amended and/or additional drawings during the Contract.

Drawing No	Description
8513AP-ST800_T01	Concrete Palisade Fence: Elevations, Sections and Details
8513AP-ST801_T01	Sliding Gate: Elevations, Sections and Details
8513AP-ST802_T01	Pump Station: Layout plan and Sections
8513AP-ST803_T01	Sedimentation Tanks: Sections and Details
P024D/T02	Sewer Layout Plan - Crossbow
P024D/T03	Crossbow Longsection – Sheet 1 of 3
P024D/T04	Crossbow Longsection – Sheet 2 of 3
P024D/T05	Crossbow Longsection – Sheet 3 of 3
8513AP-05_T01	Sewer Details

C3.3 **CONSTRUCTION**

C3.3.1 **Work Specifications**

C3.3.1.1 **Applicable SANS 1200 Standard Specifications**

The following SANS 1200 Standardized Specifications for civil engineering construction are applicable:

SANS 1200 A	GENERAL
SANS 1200 AB	ENGINEERS OFFICE
SANS 1200 C	SITE CLEARANCE
SANS 1200 D	EARTHWORKS
SANS 1200 DB	EARTHWORKS (PIPE TRENCHES)
SANS 1200 DK	GABIONS AND PITCHING
SANS 1200 DM	EARTHWORKS (ROADS SUBGRADE)
SANS 1200 G	CONCRETE
SANS 1200 GA	CONCRETE (SMALL WORKS)
SANS 1200 GE	PRECAST CONCRETE (Structural)
SANS 1200 L	MEDIUM PRESSURE PIPELINES
SANS 1200 LB	BEDDING (PIPES)
SANS 1200 LD	SEWERS
SANS 1200 ME	SUBBASE
SANS 1200 MJ	SEGMENTED PAVING

The term "project specification" must be replaced by "scope of works" wherever it appears in these standardized specifications.

These have not been bound into the document but are available for inspection at the offices of the Consulting Engineers or can be obtained as follows:

- Standards South Africa, contactable at 012 428 6666

The Contractor shall have available for reference on site at all times a full set of the above specifications, together with any other to which they refer.

These specifications shall remain the property of the Contractor but shall be made available to the Engineer whenever required throughout the duration of the contract.

Project specific variations to these standardized specifications are included as Scope of Work: Part B. In the event of any discrepancy with a part or parts of the standard specifications, the bill of quantities or the drawings, the project specifications described in Scope of Work: Part B shall take precedence.

C3.3.2 **SITE ESTABLISHMENT**

C3.3.2.1 **Services and Facilities provided by the Contractor**

- (i) The Contractor's camp site

The Contractor shall be as required to fulfil his obligations under the contract. If the Employer can make any specific site available to the Contractor, such site will be pointed out to the Contractor by the Employer. The Contractor may, if he prefers to have a site camp and storage yard location other than that identified by the Employer, suggest an alternative location to the Employer, subject to approval by the Employer

(ii) Accommodation of Employees

The Contractor shall make his own arrangements to accommodate his employees. Chemical toilets only will be allowed where temporary facilities have to be provided.

(iii) Power Supply, Water, and Other Services

The Contractor shall make his own arrangements concerning the supply of electricity power, water and all other services. No direct payment will be made for the provision of these services. The cost thereof shall be deemed included in the rates and amount tendered for the various items of work for which these services are required or in the Contractors Preliminary and General items.

(iv) Excrement disposal

The Contractor shall, at his own expense, be responsible for safely and hygienically dealing with and disposing of all human excrement and similar matter generated on the Site during the course of the Contract, to the satisfaction of the Engineer and the responsible health authorities in the area of the Site.

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

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

C3.3.2.2 Facilities provided by the Contractor for the Engineer

The Contractor shall provide on the Site, for the duration of the Contract and for the exclusive use of the Engineer and/or his Representative (as applicable), the various facilities described hereunder. All such facilities shall be provided promptly on the commencement of the Contract and failure on the part of the Contractor to provide any facility required in terms of this specification shall constitute grounds for the Engineer to withhold payment of the Contractor's bidded Preliminary and General items until the facility has been provided or restored as the case may be.

(a) Office accommodation

The Contractor shall provide on the Site an office for the exclusive use of the Engineer. Such office(s) shall comply with and be furnished in accordance with the requirements of subclause 3.2 of SANS 1200 AB. The Contractor shall maintain the office(s) in accordance with the requirements of subclause 5.2 of SANS 1200 AB.

Such office accommodation shall be provided within the Contractor's site establishment facilities.

(b) Site meeting venue

The Contractor shall provide within his own site establishment facilities, a suitably furnished office or other venue capable of comfortably accommodating a minimum of six (6) persons at site meetings. The Engineer shall be allowed free use of such venue for conducting any other meetings concerning the Contract at all reasonable times.

(c) Contractor nameboards

The Contractor shall provide, erect and maintain two contract nameboard at the commencement of the contract and at such positions and locations as directed by the Engineer, which nameboard shall, unless otherwise specified elsewhere in the Contract, comply with the recommendations for the standard board of the South African Association of Consulting Engineers, with regard to size, painting, decorating and detail, and the requirements described hereunder.

Each nameboard shall be made of tempered hardboard with a thickness of at least 12 mm, so braced on the reverse side as to prevent warping and shall be mounted on two or more, as necessary, firmly planted poles. The painting of the boards shall comply with the relevant requirements of CKS 193 and the colours of the paints shall be an acceptable match to the applicable colours given in SANS 1091.

The Contractor shall keep the contract nameboard in good state of repair for the duration of the Contract and shall remove them on completion of the Contract.

(d) Survey equipment and assistants

- Survey equipment

The Contractor shall, in accordance with the requirements of SANS 1200 AB (as amended) provide the following survey equipment for the exclusive use of the Engineer or his representative:

One engineer's automatic level and legs (with current calibration certificate)

One engineer's measuring wheel

One engineer's metric staff

One engineer's plastic tape 30m long

One pocket steel tape 5m long

The Contractor shall keep the equipment insured throughout the Contract period against any loss, damage or breakage and shall indemnify the Engineer and the Employer against any claims in this regard.

Upon completion of the Works, the ownership of the equipment shall revert back to the Contractor.

The Contractor shall maintain the equipment in good working order and keep it clean throughout the Contract.

- Survey assistants

The Contractor shall, in accordance with the requirements of subclause 5.5 of SANS 1200 AB, make available to the Engineer or his representative, two (2) survey assistants.

- (e) Electricity supply for the Engineer

All electricity supply to the Engineer's office(s) and laboratory (if applicable), whether provided by the Contractor by way of a reticulated supply from a local authority or other authorised electricity supply, or by way of on-site generators, shall be regulated by the Contractor to within limits such as to prevent damage due to fluctuations in the electrical current supply that may occur to any electrical plant and equipment provided by the Contractor or the Engineer.

The Contractor shall be liable for and pay to the Engineer on demand, all costs that the Engineer may incur in the repair or replacement of any electrical equipment provided by the Engineer on the Site. Reliance by the Contractor on the regulation of the electrical supply by the supplier or on current regulators fitted to generators shall not absolve the Contractor of his liabilities in terms of this Subclause and, where appropriate, the Contractor shall provide and install at his own cost, all such electrical current-regulating equipment as is necessary to prevent damage to the said equipment.

- (f) Site instruction book

The Contractor shall keep a triplicate book for site instructions on the Site at all times.

C3.3.3 Permits and wayleaves

The Contractor shall be responsible to obtain all the wayleave required for this Contract.

C3.3.4 Plant and materials

The Employer shall not supply any plant or materials.

All materials shall comply with the requirements of the South African Bureau of Standards, and shall bear the official standardization mark. Where SANS standard does not exist for a certain material, or a material does not bear the official standardization mark, the Engineers approval of such material must be gained before use thereof.

C3.3.5 Construction Equipment

All equipment on site shall be in a good working order and is to be in such a condition that it can achieve production rates which are typical of the industry standards.

Should any equipment, in the opinion of the Engineer, be substandard or breaks down frequently to such an extent that it affects the progress on the project, the Engineer may instruct the Contractor to replace such equipment.

C3.3.6 Temporary Work

The Contractor shall carry out such temporary work, including necessary access, shoring of trenches and excavation etc. as he may require enabling the permanent work to be constructed. He shall allow for the cost of all temporary works, including their removal, in his rates.

C3.3.7 Barricading of Excavation

All excavations in road reserve and in any other areas in close proximity to vehicular traffic are to be barricaded in compliance with CR 13(2)(i) and (ii)

All costs arising from these requirements are to be included in the tender rates

**C3.3.8 Features Requiring Special Attention
Government Regulations – Republic of South Africa (RSA)**

The plant used in the execution of the Contract is to satisfy the requirements of the Factories, Machinery and Building Work Act (No. 22 of 1941) or any amendment thereof, including such regulations as may be framed thereunder at any time up to and including the date of completion of the Contract. The plant shall also comply with any other government regulations controlling the installation and operation of the entire equipment.

If any additional work is ordered by a Government inspector to make the plant comply with regulations referred to above, the Contractor shall forthwith carry out such work at his own cost.

The Contractor must acquaint himself with all conditions and regulations laid down by the Government and Local Authorities for electricity, health, sanitation on site and traffic regulations.

(a) Site maintenance

During progress of the work and upon completion thereof, the Site of the Works shall be kept and left in a clean and orderly condition. The Contractor shall store materials and equipment for which he is responsible in an orderly manner and shall keep the Site free from debris and obstructions.

(b) Health & Safety

As per Clause 4(1)(a) of the Construction Regulations (2003) a Health and Safety Specification is included in this contract as Particular Specification PA. The Contractor will take the requirements of this specification into account during the tendering and execution of the works.

Furthermore, any reference to the “Machinery and Occupational Safety Act” in any specification shall be replaced with reference to the “Occupational Health and Safety Act, 1993”.

(c) Environmental Management Requirements

The Contractor will be responsible for implementing and managing an Environmental Management Plan. Refer to Particular Specification PB, which defines the roles and responsibilities of various members of the Contractor’s staff in terms on the Environmental Management Plan

(d) Traffic Accommodation

Interruptions to traffic on public roads will be kept to a minimum and where interruptions are unavoidable they will be done with the full complement of warning signs as required by the Road Traffic Sign Manual.

(e) Dealing with other Contractors

Contractor to liaise and coordinate with any other Contractors working in close vicinity to the Works.

(f) Contractors Programme

Clause 12 of the Conditions of Contract requires the Contractor to submit a programme for the execution of the works. In addition to the requirements of clause 12 the format and information shown shall comply to the following.

The Contractor shall submit his programme in a bar chart format showing clearly the following:

- The various stages of work planned to be completed per week.
- Critical path activities.
- Anticipated value of work to be done during each month.
- His labour resources schedule which must distinguish between the Contractor's permanent labour and his temporary local labour employment.
- The lead time for training of local labour.

When drawing up his programme, the Contractor shall, among other issues, take into consideration and make allowance for:

- Expected weather conditions and their effects.
- The requirements and effects of employing labour intensive construction methods.
- The accommodation and safeguarding of public access and traffic.
- The lead time required for compliance with the Environmental Management Plan
- The lead time required for compliance with the Health and Safety Specification

Failure to produce a programme may prejudice the Contractor in any claim for an extension of time.

TESTING AND QUALITY CONTROL

- (i) Contractor to engage services of an independent laboratory

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

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

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

(ii) Additional testing required by the Engineer

In addition to the provisions of subclause C3.3.2.5(b)(i): Contractor to engage services of an independent laboratory, the Engineer shall be entitled at times during the Contract to require that the Contractor arrange with the independent laboratory to carry out any such tests, additional to those described in subclause C3.3.2.5(b)(i), at such times and at such locations in the Works as the Engineer shall prescribe. The Contractor shall promptly and without delay arrange with the independent laboratory for carrying out all such additional testing as required by the Engineer, and copies of the test results shall be promptly submitted to the Engineer.

(iii) Costs of testing

(a) Tests in terms of subclause C3.3.2.4(c)(i)

The costs of all testing carried out by the independent laboratory in accordance with the requirements of subclause C3.3.2.4(c)(i), above shall be borne by the Contractor and shall be deemed to be included in the bid rates and prices for the respective items of work as listed in the Schedule of Quantities and which require testing in terms of the Specifications. No separate payments will be made by the Employer to the Contractor in respect of any testing carried out in terms of subclause C3.3.2.4(c)(i).

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

(b) Subcontractors

All matters pertaining to subcontractors (including Nominated Subcontractors) and the work executed by them shall be dealt with directly between the Engineer and the Contractor in the context of all subcontract work being an integral part of the Works for which the Contractor is responsible.

The Engineer will not liaise directly with any subcontractors nor will he issue instructions concerning the subcontract works directly to any subcontractor.

All matters arising from the subcontract agreements shall be dealt with directly between the Contractor and the subcontractors and the Engineer will not become involved.

(c) Access to properties

The Contractor shall organise the work to cause the least possible inconvenience to the public and to the property owners adjacent to or affected by the work, and except as hereunder provided, shall at all times provide and allow pedestrian and vehicular access to properties within or adjoining or affected by the area in which he is working. In this respect the Contractor's attention is drawn to Clause 8.1.2 of the Conditions of Contract.

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

Notwithstanding the foregoing, the Contractor may, with the prior approval of the Engineer (which approval shall not be unreasonably withheld), make arrangements with and obtain the acceptance of the occupiers of erven and properties to close off part of a street, road, footpath or entrance temporarily, provided that the Contractor duly notifies the occupiers of the intended closure and its probable duration, and reopens the route as punctually as possible. Where possible, such streets, roads, footpaths and entrances shall be made safe and reopened to traffic overnight. Such closure shall not absolve the Contractor from his obligations under the Contract to provide access at all times. Barricades, traffic signs, drums and other safety measures appropriate to the circumstances shall be provided by the Contractor to suit the specific conditions

(e) Existing residential areas

Electricity and water supply interruptions in existing residential areas shall be kept to a minimum. The Engineer's approval shall be obtained prior to such interruptions and residents shall be notified in writing at least 24 hours but not more than 48 hours in advance. Supplies shall be normalised by 16:00 on the same day.

(f) Labour-intensive competencies of supervisory and management staff

Contractor having a CIDB contractor grading designation of 6CE and higher shall only engage supervisory and management staff in labour intensive works who have either completed, or are registered for training towards, the skills programme outlined in Table 1.

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

Table 1: Skills programme for supervisory and management staff

Personnel	NQF level	Unit standard titles	Skills programme description
Team leader / supervisor	2	Apply Labour-intensive Construction systems and Techniques to Work Activities	This unit standard must be completed, and one of these 3 unit standards be used
		Use Labour-intensive Construction Methods to Construct and Maintain roads and Stormwater Drainage	
		Use Labour -intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour-intensive Construction methods to Construct, Repair and Maintain Structures	

Personnel	NQF level	Unit standard titles	Skills programme description
Foreman / supervisor	4	Implement Labour-intensive Construction systems and Techniques	This unit standard must be completed, and any one of these 3 unit standards be used
		Use Labour-intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	
		Use Labour-intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour-Intensive Construction Methods to Construct, Repair and Maintain Structures	
Site Agent / Manager (ie the contractor's most senior representative who is resident on the site)	5	Manage Labour-intensive Construction Processes	Skills Programme against this single unit standard

(g) Employment of unskilled and semi-skilled workers in labour-intensive works

(i) REQUIREMENTS FOR THE SOURCING AND ENGAGEMENT OF LABOUR

- 1) Unskilled and semi-skilled labour required for the execution of all labour-intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.
- 2) The rate of pay set for the SPWP is **As Per Government Gazette** per task or per day.

"In accordance with the Code of Good Practice for Employment and Conditions of Work for Special Public Works Programmes (clause 10.4), the public body must set a rate of pay (task-rate) for workers to be employed on the labour-intensive projects.

Clause 10.4 requires that the following should be considered when setting rates of pay for workers:

- 10.4.1 *The rate set should take into account wages paid for comparable unskilled work in the local area per sector, if necessary.*
- 10.4.2 *The rate should be an appropriate wage to offer an incentive for work, to reward effort provided and to ensure a reasonable quality of work. It should not be more than the average local rate to ensure people are not recruited away from other employment and jobs with longer-term prospects.*
- 10.4.3 *Men, women, disabled persons and the aged must receive the same pay for work of equal value."*

- 3) Tasks established by the contractor must be such that:

- (aa) the average worker completes 5 tasks per week in 40 hours or less; and

- (bb) the weakest worker completes 5 tasks per week in 55 hours or less.
 - 4) The Contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 1.1.3.
 - 5) The Contractor shall, through all available community structures, inform the local community of the labour-intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and/or who come from households:
 - (aa) where the head of the household has less than a primary school education;
 - (bb) that have less than one full-time person earning an income;
 - (cc) where subsistence agriculture is the source of income;
 - (dd) those who are not in receipt of any social security pension income.
- (ii) SPECIFIC PROVISIONS PERTAINING TO SANS 1914-5

1) Definition

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

(2) Contract participation goals

- (aa) 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.
- (bb) 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.

(3) Terms and conditions for the engagement of targeted labour

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

(4) Variations to SANS 1914-5

- (aa) The definition for net amount shall be amended as follows:
Financial value of the contract upon completion, exclusive of any value-added tax or sales tax which the law requires the employer to pay the contractor.
- (bb) The schedule referred to in 5.2 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of days of formal training provided to targeted labour.

TRAINING OF TARGETED LABOUR

- (a) 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.
- (b) The cost of the formal training of targeted labour, will be funded by the provincial office of the Department of Labour. This training will take place as close to the project site as practically possible. The Contractor must access this training by informing the relevant provincial office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required. The Employer must be furnished with a copy of this request.
- (c) A copy of this training request made by the contractor to the DOL provincial office must also be faxed to the EPWP Training Director in the Department of Public Works – Cinderella Makunike, Fax: 012 328 6820 or email cinderella.makunike@dpw.gov.za, Tel: 083 677 4026.
- (d) 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.
- (e) The Contractor shall do nothing to dissuade targeted labour from participating in training programmes.
- (f) 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 1.3.4 above.
- (g) Proof of compliance with the requirements of 1.3.1 to 1.3.3 must be provided by the Contractor to the Employer prior to submission of the final payment certificate.
- (h) Employment of local labour

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

All labour is to be sourced from the O. R. TAMBO District Municipality area of jurisdiction and the Contractor may only bring in key personnel from outside this area.

The bidders shall make maximum use of the human resources existing in the local community. The bidders shall apply to the employment labour desk, conveyed by the steering committee for details of those labours who are available in the area of work and shall provide preference to those labours identified by steering committee.

The employment of casual labour will be done in co-operation with community leaders and local structures. The bidder shall ensure that all remuneration paid to employees is in line with the relevant sectorial determination in terms of the Basic Conditions of Employment Act, No 75 of 1997, as determined by the Department of Labour.

- (i) Monthly statements and payment certificates

The statement to be submitted by the Contractor in terms of Clause 6 of the Conditions of Contract shall be prepared by the Contractor at his own cost, strictly in accordance with the standard payment certificate prescribed by the Engineer, in digital electronic computer format. The Contractor shall, together with a copy of the digital electronic computer file of the statement, submit two (2) A4 size paper copies of the statement.

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

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

Any delay by the Contractor in making the said adjustments and submitting to the Engineer the requisite copies of the adjusted statement for the purposes of the Engineer's payment certificate will be added to the times allowed to the Engineer in terms of Subclause 6.10.4 of the Conditions of Contract to submit the signed payment certificate to the Employer and the Contractor. Any such delay will also be added to the period in which the Employer is required to make payment to the Contractor.

(j) Construction in restricted areas

Working space is sometimes restricted. The construction method used in these restricted areas largely depends on the Contractor's Plant. Notwithstanding, measurement and payment will be strictly according to the specified cross-sections and dimensions irrespective of the method used, and the rates and prices bid will be deemed to include full compensation for any difficulties encountered by the Contractor while working in restricted areas. No extra payment nor any claim for payment due to these difficulties will be considered.

(k) Notices, signs, barricades and advertisements

All notices, signs and barricades, as well as advertisements, may be used only if approved by the Engineer. The Contractor shall be responsible for their supply, erection, maintenance and ultimate removal and shall make provision for this in his bid rates.

The Engineer shall have the right to instruct the Contractor to move any sign, notice or advertisement to another position, or to remove it from the Site of the Works if in his opinion it is unsatisfactory, inconvenient or dangerous.

(l) Workmanship and quality control

The onus to produce work that 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 suitably qualified and experienced engineers, foremen, surveyors, materials technicians, other technicians and technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the Works at all times.

The cost of supervision and process control, including testing carried out by the Contractor, will be deemed to be included in the rates bid 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 required. The Contractor shall, at his own discretion, increase this frequency where necessary to ensure adequate control.

On completion and submission of every part of the work to the Engineer for examination and measurement, the Contractor shall furnish the Engineer with the results of the relevant tests, measurements and levels to demonstrate the achievement of compliance with the Specifications.

(m) Inspection by engineer

No stage of construction shall be proceeded with until the Engineer or his representative has examined and approved the previous stage. If any work is covered or hidden from view before the Engineer has inspected

same, the Contractor shall at his own cost open the covered work for inspection. The Contractor shall also be responsible for making good any work damaged by such uncovering

C3.3.9 Extension of time due to abnormal rainfall

- (a) Extension of time in respect of delays resulting from wet climatic conditions on the Site will only be considered in respect of abnormally wet climatic conditions and shall be determined for each calendar month or part thereof, in accordance with the formula given below:

$$V = (Nw - Nn) + (Rw - Rn)/X$$

in which formula the symbols shall have the following meanings:

V = Potential extension of time in calendar days for the calendar month under consideration:

If V is negative and its absolute value exceeds Nn, then V shall be taken as equal to minus Nn.

When the value of V for any month exceeds the number of days in the particular month, V will be the number of days in the month.

Nw = Actual number of days in the calendar month under consideration on which a rainfall of Y mm or more was recorded on the Site

Nn = Average number of days, derived from existing records of rainfall in the region of the Site, on which a rainfall of Y mm or more was recorded for the calendar month

Rw = Actual rainfall in mm recorded on the Site in an approved rain gauge for the calendar month under consideration

Rn = Average rainfall in mm for the calendar month, derived from existing records of rainfall in the region of the Site

The factor (Nw - Nn) shall be deemed to be a fair allowance for variations from the average number of days during which the rainfall exceeds Y mm.

The factor (Rw - Rn)/X shall be deemed to be a fair allowance for variations from the average number of days during which the rainfall did not exceed Y mm but wet conditions prevented or disrupted work.

- (b) The rainfall records at rainfall station number 0154143X Lusikisiki Prison Gauge for the period 1996 to 2004 are reproduced in the accompanying table, and the monthly averages (Rn and Nn) for this period shall, for the purposes of this Contract be taken as normal and as the values to be substituted for Rn and Nn in the formula above. The values of X and Y shall be 20 and 10 respectively.

The potential extension of time V has been calculated for each month and year of the period concerned to indicate the possible effect of the rainfall formula. The values of V were obtained by applying the rainfall formula and using the actual rainfall figures and the calculated values of Rn and Nn indicated in the table.

- (c) The Contractor shall, at his own cost, provide and erect on the Site at a location approved by the Engineer, an approved rain gauge, which shall be fenced off in a manner which will prevent any undue interference by workmen and others. The Contractor shall, at his own cost, arrange for the reading of the rain gauge on a daily basis for the duration of the Contract. The gauge readings, as well as the date and time at which the reading was taken shall be recorded in a separate record book provided by the Contractor for this purpose. All entries in the rainfall record books shall be signed by the person taking the reading and the gauge shall be properly emptied immediately after each reading has been taken. If required by the Engineer, the Engineer shall be entitled to witness the reading of the gauge.
- (d) The Contractor's claims in terms of Subclause 5.12.1 of the Conditions of Contract for extension of time in respect of delays resulting from wet climatic conditions on the Site during each month, shall be submitted in writing to the Engineer monthly; provided always that

- (i) the period allowed to the Contractor in terms of Clause 10.1 of the Conditions of Contract in which to submit his claim for each month shall be reduced to seven (7) days, calculated from the last day of the month to which the claim applies; and
- (ii) the 28-day period allowed to the Engineer in terms of Subclause 5.12.1 of the Conditions of Contract in which to give his ruling on the claim, shall be reduced to fourteen (14) days.

The Contractor's monthly claim shall be accompanied by a copy of the signed daily rainfall readings for the applicable month.

- (e) The extent of any extension of time which may be granted to the Contractor in respect of wet climatic conditions (whether normal or abnormal) shall be determined as the algebraic sum of the "V" values for each month between the Commencement Date and the Due Completion Date of the Contract, calculated in accordance with subclause C3.3.2.6(a) above; provided always that rainfall occurring within the period of the Contractor's Christmas shut-down period (referred to in Subclause 1.6 of the Conditions of Contract) shall not be taken into account in the calculation of the monthly "V" values
 - (i) rainfall occurring during any period during which the Contractor was delayed due to reasons other than wet climatic conditions on the Site, and for which delay an extension of time is granted by the Engineer, shall not be taken into account in the calculation of the monthly "V" values;
 - (i) if the algebraic sum of the "V" values for each month is negative, the time for completion will not be reduced on account of subnormal rainfall, and
 - (iii) where rainfall is recorded only for part of a month, the "V" value shall be calculated for that part of the month using pro rata values for Nn and Rn.
- (f) The Engineer shall, simultaneous with granting any extension of time in terms of this clause, revise the Due Completion Date of the Contract to reflect an extension of time having been granted in respect of wet climatic conditions, to the extent of the algebraic sum of all the "V" values for all the preceding months of the Contract, less the aggregate of the "Nn" values for the remaining (unexpired) months of the Contract (viz less aggregate of the potential maximum negative "V" values for the remaining Contract Period). Thus, provided that where such period is negative, the Due Completion Date shall not be revised.
- (g) Any extension of time in respect of wet climatic conditions granted in terms of this clause shall not be deemed to take into account delays experienced by the Contractor in repairing or reinstating damage to or physical loss of the Works arising from the occurrence of abnormal climatic conditions. Extension of time in respect of any such repairs or reinstatement regarding damage shall be the subject of a separate application for extension of time in accordance with the provisions of Clause 42 and Clause 48 of the Conditions of Contract.

RAINFALL TABLE

Rainfall data for Tsolo are shown in the table below, and the monthly averages (Rn and Nn) for this period shall, for the purpose of this Contract be taken as normal and as the values to be substituted for Rn and Nn in the formulas above. The values of X and Y shall be 20 and 10 respectively.

<u>MONTH</u>	<u>Nn</u>	<u>Rn</u>
JANUARY	2.9	91
FEBRUARY	2.9	91
MARCH	3.3	96
APRIL	1.4	44

MAY	0.7	23
JUNE	0.4	11
JULY	0.4	13
AUGUST	0.6	20
SEPTEMBER	1.0	34
OCTOBER	2.0	62
NOVEMBER	2.3	67
DECEMBER	2.8	83

- (h) The Contractor shall make due allowance within his programme submitted in terms of Clause 5.6 of the Conditions of Contract, for a total anticipated delay to items on the critical path resulting
 - (i) from wet climatic conditions, of twenty-three days (67) normal working days (as defined in Clause 5.8.1 of the Conditions of Contract) during the Contract.
 - (j) Extension of time, if granted by the Engineer, will be determined as the aggregate number of normal working hours for which all progress on the item or items on the critical path was brought to a halt as a result of wet climatic conditions, less the number of normal working days specified in sub clause (d) above.
 - (k) In determining the revised Due Completion Date of the Contract, the Engineer shall add the equivalent number of normal working days delay determined in accordance with sub clause (e) and all intervening normal non-working days to the prevailing Due Completion Date.

C3.3.10 Accommodation of traffic

It is expected of the Contractor to ensure that the free flow of traffic is possible throughout the construction period.

The Contractor is to provide all necessary barricades, signs and lighting in accordance with the stipulations of the South African Road Signs Traffic Manual, and the Protective Services of the O. R. TAMBO District Municipality. All work is to be to the satisfaction of the Engineer.

C3.3.11 As-Built Data and Record Drawings

The Contractor shall submit the following “As Built” data to the Engineer’s Representative to enable the Engineer’s Representative to complete the required Record Drawings before a Certificate of Completion will be issued:

- Marked Up General Arrangement drawings showing the following:
 - Invert levels
 - Coping Levels
 - Any deviations from the original design
 - The positions of all manholes and collection / distribution chambers
 - The invert level, diameters and material of construction of all inlet and outlet pipe-work.
- The above information is to be given to an accuracy of three decimal places and is to be surveyed by a suitably qualified person. The survey shall be provided in both dxf and dwg *.csv & tot format.

Suitable checks on the accuracy of the information provided may be carried out by the Engineer’s Representative and should any of the information provided be found to be inaccurate or untrue, the Employer reserves the right to withhold payment or to employ the

services of an engineering surveyor to re-survey all the works listed above, at the Contractor's expense.

The Employer shall request a minimum of three quotations from three independent engineering surveyors of his choice, and the lowest quotation will be appointed and the cost thereof will be deducted from monies owing to the Contractor.

C3.3.12 CPG APPLICABILITY

The Contract Participation Goals (CPG) target is applicable to all WSIG contracts to be adjudicated through the O. R. TAMBO District Municipality procurement process and shall be achieved through the following mechanisms:

- Main Service Provider may propose a suitable targeted enterprise or CPG partner/s but O. R. TAMBO District Municipality reserves the right to provide or arrange a targeted enterprise or CPG partner/s to work with the successful company.
- In cases where CPG works has been already identified, the successful tenderer will be allocated a CPG partner/s as deemed necessary by the Engineer.
- This clause will only be applicable if it is feasible to use targeted enterprise or CPG partner.

Professional Service Providers						
Type of Enterprise		Annual Turnover	Black Ownership	Tax Clearance Certificate	Minimum Full Time Technical Employees	CPG Target
Targeted Enterprise (TE)	Qualifying Small Enterprise	R5 m ≤ TE ≤ R15 m	> 50%	Required	>6	30% Min.
	Emerging Micro Enterprise	TE < R5 m	> 50%	Required	>3	

For each monthly invoice submitted by the Service Provider, the Targeted Enterprise(s) hours and costs per function must be clearly articulated to enable the CPG targets to be easily and regularly monitored.

The Service Provider must withhold 10% retention of the Targeted Enterprise(s) fees until the acceptance of the project.

The Service Provider must pay the amount due to the Targeted Enterprise(s) within 14 days of receiving payment from the Employer.

SCOPE OF WORK

PART B: VARIATIONS TO THE STANDARD SPECIFICATIONS

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

The number of each clause in this part of the project specifications consists of the prefix PS followed by a letter corresponding to the part of SABS/SANS 1200 being changed and a number corresponding to the number of the relevant clause in the standard specifications.

The number of a new clause which does not form part of a clause in the standard specifications and which is included herein, is also prefixed by PS followed by a letter corresponding to the part of SABS/SANS 1200 being added, followed by a new number. The new numbers follow on the last clause number used in the relevant section of the standard specifications.

GENERAL (SANS 1200A)

In all the SABS/SANS 1200 series specifications

Change all references to “SABS 1200” to read “SABS/SANS 1200”

Under the APPLICATION heading Change references to “Portion 2” to read “Part B”

Change references to “Project Specifications” to read “Scope of Works”

SABS/SANS 1200 A – GENERAL

PSA 4.2 Contractors Offices, Stores and Services

Add the following paragraphs:

“The Contractor will not be permitted to provide housing accommodation for his employees on site.

The Contractor will have the following services available:

One Photocopy and scanning machine

An e-mail access for 2 users

The Scanner and photocopy machine will be available to the Engineer for use.

PSA 5.1.1 SETTING OUT OF THE WORKS

- (i) The Contractor shall be fully responsible for the setting out of the works.
- (ii) Although the drawings may show the approximate positions of existing works and services, neither the Employer nor the Engineer accept any responsibility for the accuracy thereof.

It shall be the duty of the Contractor to search for and make himself acquainted with the actual locations and ownership of existing works and services before any construction work is commenced.

Where, during the course of the contract, services have been located and exposed, they shall be securely shored and protected, and the Contractor shall take adequate measures to prevent any damage occurring to them.

Furthermore, any damage done to existing works and services shall be reported immediately to the authority concerned and the Engineer shall be notified accordingly in writing.

- (iii) Before commencing any construction, the Contractor shall check the relative positions and levels of all reference pegs, benchmarks and line pegs and inform the Engineer of any discrepancy.

The Contractor shall advise the Engineer of any conflict between the position of any part of the Works and an existing feature.

PSA 5.2 WATCHING, BARRICADING, LIGHTING AND TRAFFIC CROSSINGS

Replace the provisions of clause 5.2 with the following:

The Contractor shall comply in all aspects with the requirements of the Occupational Health and Safety Act (Act 85 of 1993) as amended, " refer also PSA 5.7, PSA 5.9 and PSA 5.10.

- a) General barricading:

Wherever the works affect the operation or safety of the general public, the Contractor shall barricade off the excavations with 1,8m fencing standards driven 0,6m into the ground at 4,0m centres and two strands of wire with red & white plastic tape strung between standards.

- b) Roadworks barricading:

Wherever the Works affect the operation and safety of public traffic, the Contractor shall barricade off the excavations with white painted 210 litre oil drums at 2,0m centres and two strands of red & white plastic tape strung between two drums. A full complement of metal traffic signs shall be erected and maintained to the satisfaction of the Employer's Agent. The signs shall be in accordance with the latest issue of South African Road Traffic Signs Manual.

- c) Traffic Accommodation and Access to Properties

In addition to complying with the relevant requirements of Subclause 5.1.6 of SABS 1200 D or Subclause 5.1.8 of SABS 1200 DA, as applicable, the Contractor shall

- 1) construct or put in order such bypass(es) as may be required to deviate traffic from portions of the road that are to be affected by the construction; or
- 2) where half-width construction is ordered or approved (as in the case of most direct crossings of roads), so arrange his work that the traffic will at all times have free one-lane access to at least half the width of the roadway.
- 3) wherever possible, where half-width construction is used, ensure that the whole road is open at night and, at the end of each day's work, is left in a good and safe trafficable condition, complete with the traffic signs and the protection facilities specified in Subclause 5.1.6 of SABS 1200 D or Subclause 5.1.8 of SABS 1200 DA, as applicable.

PSA 5.3 LOCATION AND PROTECTION OF STRUCTURES

Replace: "Machinery and Occupational Safety Act, 1993, (Act No. 6 of 1993)" with: "Occupational Health and Safety Act (Act 85 of 1993) as amended," and insert the following after "(Act No. 27 of 1956) as amended".

PSA 5.4 LOCATION AND PROTECTION OF EXISTING SERVICES

PSA 5.4.1 Location of Existing Services

Before commencing with any work in an area, the Occupational Health and Safety Act (Act 85 of 1993) as amended shall ascertain the presence and actual position of all services which can reasonably be expected by an experienced and competence Contractor to be present on, under, over or within the Site.

Without in any way limiting its liability in terms of the Conditions of Contract in relation to damage to property and interference with services, the Occupational Health and Safety Act (Act 85 of 1993) as amended shall, in collaboration with the Engineer, obtain the most up-to-date plans as are available, showing the positions of services existing in the area where it intends to work.

Neither the Employer nor the Engineer offer any warranty as to the accuracy or completeness of such plans and because services can often not be reliably located from plans, the Contractor shall ascertain the actual location of services depicted on such plans by means of careful inspection of the Site. No excavation may commence until the position of the service at the crossing point has been marked out and verified by an official of the responsible authority.

Thereafter, the Contractor shall, by the use of appropriate methodologies, carefully expose the services at such positions as are agreed to by the Engineer, for the purposes of verifying the exact location and position of the services. Where the exposure of existing services involves excavation to expose underground services, the requirements of SABS 1200 D (as amended) shall also apply. The aforesaid procedure shall also be followed in respect of services not shown on the plans but which may reasonably be anticipated by an experienced Contractor to be present or potentially present on the Site.

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

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

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

- a. Known Services, anywhere along the entire lengths of their routes, as may reasonably be reduced from the actual location at which their positions were verified as aforesaid, due cognisance being taken of such deviations in line and level which may reasonably be anticipated; and
- b. Any other service which ought reasonably to have been a Known Service in accordance with the provisions of this Clause;

As well as for consequential damage, whether caused directly by the Contractor's operations or by the lack of proper protection; provided always that the Contractor will be held liable in respect of damages occurring to services being Known Services.

No separate payment will be made to the Contractor in respect of any costs incurred in preparing and submitting to the Engineer, the Drawings as aforesaid and these costs shall be deemed included in the Contractor's other tendered rates and prices included in the Contract.

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

PSA 5.4.2 Protection during Construction

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

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

PSA 5.4.3 Alterations and Repairs to Existing Services

Unless the contrary is clearly specified in the Contract or ordered by the Engineer, the Contractor shall not carry out alterations to existing services. When any such alterations become necessary, the Contractor shall promptly inform the Engineer, who will either make arrangements for such work to be executed by the owner of the service, or instruct the Contractor to make such arrangements himself.

Should damage occur to any existing services, the Contractor shall immediately inform the Engineer, or when this is not possible, the relevant authority, and obtain instructions as should carry out repairs. In urgent cases the Contractor shall take appropriate steps to minimise damage to and interruption of the service. No repairs of telecommunication cables or electric power lines and cables shall be attempted by the Contractor, unless approved by the Engineer.

The Employer will accept no liability for damages due to a delay in having alterations or repairs affected by the respective service owner. The Contractor shall provide all reasonable opportunity, access and assistance to persons carrying out alterations or repairs of existing services."

PSA 5.7 SAFETY

Pursuant to the provisions of the Conditions of Contract, and without in any way limiting the Contractor's obligations there under, the Contractor shall at his own expense (except only where specific provision (if any) is made in the Contract for the reimbursement to the Contractor to ensure full compliance with all employer duties defined in the Occupational Health and Safety Act (Act 85 of 1993) and Regulations; specifically all duties of a designer, where applicable, and those of a principal contractor, as the case may be, defined in the Construction Regulations 2014 and the duties of a principal contractor defined in the Project Specific Construction Health and Safety Specification issued by the client in terms of Regulation 5(1)(b) of the Construction Regulations 2014.

The Employer shall in terms of the Regulations make such inspections on the site, as they shall deem appropriate, for the purpose of verifying the Contractor's compliance with the requirements of the Act. For this purpose the Contractor shall grant full access to the site of all parts of the site and shall co-operate fully in such inspections and shall make available for inspection all such documents and records as the Employer's representative may reasonably require.

Where any such investigations reveal, or where it comes to the Employer's attention that the Contractor is in any way in breach of the requirements of the Act or is failing to comply with the provision of this clause, the Engineer shall, in accordance with the provisions of the Conditions of Contract, be entitled to suspend progress on the works or any part thereof until such time as the Contractor has demonstrated to the satisfaction of the Employer, that such breach has been rectified.

The Contractor shall have no grounds for any claim against the Employer for extension of time and/ or additional costs if the progress on the works or any part thereof is suspended by the Engineer in terms of this clause, and the Contractor shall remain fully liable in respect of the payment of penalties for late completion in accordance with the provisions of the Conditions of Contract should the Contractor fail to complete the Works on or before the specified date in consequence of the suspension.

Persistent and repeated breach by the Contractor of the requirements of the Act and/or this clause shall constitute grounds for the Engineer to act in terms of the conditions of Contract and for the Employer to terminate the Contract in accordance with the further provision provided under the Conditions of Contract.

PSA 5.9* MAINTAINING SERVICES IN USE

The Contractor shall take note that he shall not cut off any service in use without the prior approval of the Engineer. Failure on the part of the Contractor to comply with any of the above provisions will constitute sufficient reason for the Engineer to stop the Works until the situation has been remedied, or should he deem it necessary, arrange for the situation to be remedied at the Contractor's cost.

No direct payment will be made for the cost of maintaining services in use. Payment will be deemed to be covered by the rates and sums tendered and paid for the various items of work included under the Contract".

PSA 5.10 DEALING WITH AND ACCOMMODATING TRAFFIC

The Contractor shall take note that the existing roads along the perimeter and inside the boundaries of the site shall remain operational throughout the contract period. To this end the Contractor shall provide and maintain all temporary fences, security , barriers, kerb ramps, signs, markings, flagmen, drums, lighting, personnel and all other incidentals necessary to ensure safe an easy passage of all traffic.

Temporary traffic signs etc. as well as all necessary markings shall be erected and maintained by the Contractor and the number and layout of the traffic signs shall comply with the Site Manual entitled "Safety at Roadworks in Urban Areas", as published by the Department of Transport.

Traffic signs shall have a yellow background with either a red / black border.

No direct payment will be made for the cost of dealing with and accommodating traffic. Payment will be deemed to be covered by the rates and sums tendered and paid for e the various items of work included under the contract. Further, the provision of PSA 5.2 shall apply.

PSA 5.11 SMME CONSTRUCTION WORK

Add the following

The Contractor shall sign GCC 2015 Contracts with the SMME's.

SMME's shall deliver to the Contractor, the type of security for the due performance of the contract.

The SMME's shall prepare and submit Environmental method statements and a Health and Safety Plan to the Contractor, assisted by the Contractor.

The SMME's shall prepare and submit a works programme, assisted by the Contractor.

The Contractor will be responsible for training, monitoring and supervision of the SMME's. Monitoring and supervision will involve ensuring good quality of the work done by the SMME's, cash flow monitoring, checking work against programme during construction. The Contractor will be responsible for ensuring timeous delivery of a quality product. All interactions will be documented in the form of minutes of the meetings, instructions and records of discussions with the Employer. All non-conformances to be documented and mitigation will be discussed with all parties soon after.

PSA 5.11.1 TRAINING AND MANAGEMENT OF LOCAL SUB-CONTRACTORS (SMME'S)

PSA 5.11.1.1 Training of local sub-contractors (SMME's)

The main contractor will ensure that a mentorship and training programme be implemented for all sub-contractors (SMME's). The mentorship and training programme will be evaluated by the Employer's Agent prior to being implemented.

The provisional amount will be deemed to cover the costs for an expense's incurred for the training and mentorship programme of sub-contractors (SMME's).

PSA 5.11.1.2 Management of local sub-contractors (SMME's)

The Main contractor will be liable for the management of the sub-contractors (SMME's) in accordance with Clause 4.4 of the General Conditions of Contract for Construction Works, Third Edition (2015).

The tendered amount will be deemed to cover the costs for an expense's incurred for the management of the sub-contractors (SMME's).

PSA 8.2.2 Time-Related Items

The Contractor will not be entitled to additional payment for time related Preliminary and General items for special non-working days.

PSA 8.3.4 Removal of Site Establishment

Add new payment item as follows:

Removal of site establishment.....Unit:
Sum

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

PSA 8.3.5 Fixed Charge Health and Safety Obligations

Add new payment Item as follows:

Fixed Charge Health and Safety Obligations.....Unit:
Sum

The sum shall cover the fixed cost associated with the Contractor's Health and Safety Obligations.

PSA 8.3.6 / PS EM Fixed Charge Environmental Management Obligations

Add new payment Item as follows:

Fixed Charge Environmental Management Obligations.....Unit:
Sum

The sum shall cover the fixed cost associated with the Contractors Environmental Management Obligations.

PSA 8.3.7 As- Built Requirements

Add new payment Item as follows:

Fixed Charge As-built information Obligations.....Unit: Sum

The sum shall cover the fixed cost associated with the Contractors obligation to provide the Employer with As-built information

PSA 8.4.6 / PS H&S Time Related Charge Health and Safety Obligations

Add new payment Item as follows:

Time Related Charge Health and Safety Obligations.....Unit:
Month

The sum shall cover the time related costs associated with the Contractors Health and Safety Obligations.

PSA 8.4.7 Time Related Charge Environmental Management Obligations

Add new payment Item as follows:

Time Related Charge Environmental Management Obligations.....Unit: Month

The sum shall cover the time related costs associated with the Contractors Environmental Management Obligations.

PSA 8.4.8 Standing time/delays due to community disruption:

- (a) Plant Unit: Sum per working day
- (b) Labour Unit: Sum per working day
- (c) Supervision Unit: Sum per working day
- (d) Other services Unit: Sum per working day

The sum tendered for each item shall cover the full and final standing cost per day of delaying the specified resource or facility and no additional compensation shall apply, notwithstanding any provisions to the contrary in the contract documents, or in respect of any extension of time granted in relation to the circumstances. This payment shall only apply to delays which in the opinion of the Engineer are due to the circumstances described in (*Clauses 5.12.2.4*) resulting from community disruptions, in all other cases Contract Data (*Clauses 1.1.1.35 and 5.12.13*) shall only apply if applicable. (Refer to Conditions of Contract 2015). For the purposes of calculating the total delay, a working week shall be held to consist of five working days and a working day 9 hours.

Payment for partial standing of any of the scheduled resources for a day or part thereof, or the standing of a complete resource for a part day, will be made pro-rata in proportion to an appropriate factor assessed by the engineer. The amount by which compensation for delays is adjusted shall be subject to the contract price adjustment. The cost of delays incurred for all other circumstances shall be treated as provided for in the General Conditions of Contract. The provision of this clause shall in no way prejudice the rights of either the employer or the contractor to terminate the contract in terms of the provisions in clause 9 of the General Conditions of Contract for Construction Works.

The contractor shall take note that no payment will be considered for additional cost incurred in protecting his plant and site establishment, as well as for costs incurred in respect of damage to constructional plant and equipment.

PSA 8.5 Provisional Sums

PSA 8.5.1 Labour Desk/Community Liaison Officer (CLO).....Unit: Provisional Sum

The provisional sum is to cover the cost of the CLO's monthly salary for the duration of the contract.

PSA 8.5.2 Overheads, charges and profit on the above provisional sum.....Unit: %

The percentage tendered shall cover the office administration of the CLO's employment contract as well as on site management of the CLO, for the duration of the contract and all overheads, charges and profit.

PSA 8.5.5 Additional survey.....Unit: Provisional Sum

The provisional sum is to cover the cost for setting out pipeline, checking controls, benchmarks and as built survey.

PSA 8.5.6 Overheads, charges and profit on the above provisional sum.....Unit: %

The percentage tendered shall cover the cost of management of and liaison with the surveyor

PSA 8.5.7 Telephone for Employers Agent.....Unit: Provisional Sum

The provisional sum is to cover airtime for the Employers Agent monthly for the duration of the contract.

PSA 8.5.8 Overheads, charges and profit on the above provisional sum.....Unit: %

PSA 8.5.9 Data for Employers Agent.....Unit: Provisional Sum

The provisional sum is to cover data for the Employers Agent monthly for the duration of the contract.

PSA 8.5.10 Overheads, charges and profit on the above provisional sum Unit: %

PSA 8.5.11 Local Civil Engineering Student Allowance.....Unit: Provisional Sum

The provisional sum is to cover the cost of the Local Civil Engineering Student receiving the experiential training from the Contractor, this is monthly salary for the duration of the contract.

PSA 8.5.12 Overheads, charges and profit on the above provisional sum.....Unit: %

PSA 8.5.13 Nominated Subcontractor Allowance.....Unit: Provisional Sum

The Provision Sum under this item refers to the mechanical and electrical works at the newly constructed Waste Water Treatment Plant, and which work that shall be executed by a Nominated Sub Contractor, identified by the Employer and who shall submit a cost for the mechanical an electrical work to the Employer. The Employer shall instruct the Contractor to appoint the identified contractor as a Nominated Sub Contract under the Contract.

The Nominated Sub Contractor shall enter into a Nominated Sub Contract Agreement to be signed by the Contractor and Employer.

The Contractor must make provision under the item below for Allowance for Attendance for all costs to appoint and management and administration costs and all other attendance costs associated with the Nominated Sub Contract. These costs must include for the OHS and COVID attendance requirements and costs.

PSA 8.5.14 Overheads, charges and profit on the above provisional sum.....Unit: %

PSA 8.7 Dayworks

The unit rates for labor and plant, or percentage allowances for addition to the net cost of labor and materials shall cover overhead charges and profit, site supervision and site staff, insurances, holidays with pay, and use and maintenance of tools and equipment

The rates for plant hire shall cover cost of plant operators, consumable stores, fuel and maintenance. The rates or allowances shall also cover travelling allowances or travelling costs (transport of men by Contractor's transport or transport hired or paid for by the Contractor), lodging allowances and any other emoluments and allowances payable to the workmen.

PSA 8.8 Temporary Works

PSA 8.8.2 Accommodation of Traffic

A specific item has been included in the Schedule of Quantities to allow the Contractor to cover the costs of accommodating traffic through the works and on adjacent roads.

The sum shall cover the supply, erection and moving and re-erection of all necessary traffic signs, delineators, barricades, the effect on the Contractor's programme, delay in the works, damage to or loss of any signage, the provision of flagmen and any other operation or equipment, plant or labour necessary.

The layout of the sign sequence shall be as per the South African Road Traffic Signs Manual (1999).

Payment under this item will be made on a pro-rata basis for the duration of the contract.

PSA 8.8.4 (c) Existing Services

The tendered rate shall further cover the cost of backfilling the excavation with selected material compacted to 93% Mod AASHTO density, keeping the excavation safe, installation of markers, liaising with the relevant authorities and taking care that the services are not damaged in any way. No direct payment will be made for the protection of such services.

The Contractor shall timeously locate and report the exact positions and level of the services listed below. This is to be done under the supervision of the relevant authorities prior to excavations or construction in the immediate vicinity of the services.

1. Electricity supply cables
2. Eskom Overheads
3. Water pipes
4. Telkom cables
5. Sewer pipes
6. Roads and Stormwater Services

The approximate positions at which the services are to be located are shown on the drawings. The positions of the services (both underground and overhead) shall be clearly marked for the duration of the construction.

The coordinated position of each service found, together with the level of the top of the service and appropriate dimensions (e.g. diameter or circumference) shall be communicated to the Engineer as soon as possible.

PSA 8.8.6 Special Water Control in Terms of Project Specification

PSA 8.8.6.1 Bypassing existing sewer flow

The Contractor shall, in discussion with the Employers Agent agree on a timeline or programme to install new lines alongside or with existing live sewer lines. Live sewer lines and manholes will be blocked and sewerage will be bypassed to the next manhole on the line via pump and above ground pipe sections. Excavation will take place in between manholes where the old sewer line will be removed and the new line installed to new design level and backfilled. Once the new section of pipe and manholes have been inspected, tested and approved by the ER, the bypass will be removed and the new section will be live.

The sum shall cover all equipment, material and labour required for bypassing existing sewer flow during new sewer pipe and manhole construction and refurbishment in such a manner to not negatively affect the residents in the vicinity.

PSA 8.9 MISCELLANEOUS ITEMS

PSA 8.9.1 Engineering surveyor as directed by Employer's Agent

The provisional amount will be deemed to cover the costs for an engineering surveyor for the works when required or as directed by the Employer's Agent. The surveying of the works is to be used for checking of design purposes or for proposed design alternatives.

PSA 8.9.2 Specialised testing as directed by Employer's Agent

The provisional amount will be deemed to cover the costs for the specialized of testing of the works, either materials or the completed works themselves when required or as directed by the Employer's Agent.

PSA 8.9.3 Wayleaves

The tendered sum shall include full compensation to the contractor for all the costs involved in obtaining the wayleaves for the following existing services:

1. Electricity supply cables
2. Eskom Overheads
3. Water pipes
4. Telkom cables and Data
5. Sewer pipes
6. Roads and Stormwater Services

PSA 8.9.5 EME Subcontract works overhead charges, profit etc

(New Clause)

The sum tendered shall cover all attendance, development and mentoring, management, administration, overhead, finance cost, risk and profit on the value of work awarded as EME subcontract work packages. This sum includes any expense by the contractor for printing of documents, drawings required for obtaining subcontract tenders, construction activities etc.

PSA 8.9.6 EME Construction manager

(New Clause)

The sum shall cover the cost of the EME Construction Manager's monthly salary including all overheads (transport included) per month. This must also included all costs incurred for advertising and adjudicating tenders, and for assistance afforded to prospective tenderers as well as administrative, management and supervisory functions associated with the employment of the EME's. Payment of this item will be certified monthly.

PSA 8.9.7 EME Preliminaries

(New Clause)

This item to include for the cost of all preliminary and general items required by and/or for the accommodation of EME sub contractors

PSA 8.9.8 Provision for the Development of a Quality Assurance Plan

(New Clause)

The Contractor shall tender a lump sum for eh abovementioned item.

The tendered rate shall cover the fixed full costs for the proper development of a Quality Assurance Plan that covers all aspects of the execution of the works. The Quality Assurance Plan must be done to the approval of the Engineer.

PSA 8.9.9 Provisions for the implementation and management of the quality assurance plan

The tendered rate shall cover the fixed full costs for the implementation and management of the Quality Assurance Plan for the duration of the contract.

PSA 8.9.10 Training of targeted labour

The tendered rate shall cover all the expenses for the training of targeted labour as outlined in the contract document

SANS/SANS 1200AB – ENGINEER’S OFFICE

PSAB 3.2 Engineer’s Office

The Contractor shall supply, maintain and service one office for the sole use of the Engineer’s Representative. In addition to the furniture, the following item is required in the office:

- a) One plan rack
- b) Shelving of total length 3m of nominal width 300mm
- c) Trestle table 2m long x 1m wide x 0.9m high x 0.9m and lockable at least 1 drawer
- d) Acceptable lighting
- e) Acceptable blind on each window
- f) Provisional heating in winter and cooling in summer

PSAB 4.1 Telephone & Data

- a) No telephone is required; however, the Contractor shall supply airtime for a Cellular telephone for the sole use of the Engineer’s Representative. The Contractor shall be responsible for the cost of the calls, which should not exceed R250,00 per month on average.
- b) Contractor shall supply data for internet use of the Employers Agent which should not exceed R 500,00 per month on average.

PSAB 5.5 Survey Assistants

Refer to Clauses 2.4 and 2.5 of Part A of these Project Specifications.

PSAB 5.5 Survey Equipment

Refer to Clause 2.4 of Part A of these Project specifications

SANS / SANS 1200 C – SITE CLEARANCE

PSC 2.3 Definitions

Add the following paragraph:

Clearing shall consist of removing vegetation that significantly interferes with the work to be carried out. Generally, grass will not require clearing.

PSC 2.3.1 Conservation of topsoil

Add the following

The Contractor will be required to conserve topsoil during clearing of the site for reinstatement after construction.

PSC 3.1 Disposal of Material

All rubble and refuse shall be disposed of at registered landfills.

Excavated material disposed at borrow pits shall be rehabilitated in accordance with the environmental specification.

PSC 5.1 Removal and Reinstatement of Fences

Add the following paragraphs:

Fences that are removed for construction purposes are to be temporarily reinstated when no work is in progress in the immediate vicinity, and they are to be fully reinstated on completion of construction in the affected area.

Where construction is to be undertaken close to existing private fences, the Contractor shall take due care to avoid damage to fences and shall return the ground level to that which existed before construction. Any damage to the fences shall be repaired at the Contractor's cost. Contractor must ensure that livestock does not enter the road reserve at any time while removing and reinstating existing fences.

PSC 8 Measurement and Payment

PSC 8.2.10 Remove Topsoil to nominal depth of 150mm and stockpileUnit m³

The extent of the areas where topsoil is to be removed will be decided in consultation with the Engineer on site.

SANS / SANS 1200 D – EARTHWORKS

PSD 5.1.6 Road Traffic Control

Add the following paragraphs:

Where a trench crosses an existing road, half width construction is to be used. The trench crossing is to be adequately barricaded. The layout of the sign sequence shall be as per the South African Road Traffic Signs Manual (1999) Section 13.9.3. No trenches across roads shall be left open overnight. The Department of Public Works way-leaves notification requirements are to be complied with.

PSD 5.2.1.2 Conservation of Topsoil

Add the following:

"Topsoil is to be stockpiled in an area or areas to be approved by the Engineer. The area occupied by the stockpile shall be so shaped and tidied after removal of the stockpile that erosion by wind and weather is minimized. If required by the Engineer this area shall be grassed."

PSD5.2.5.1 Free haul

In the second sentence after the words "selected by the Contractor" add "as well as from designated borrow pits".

After the last sentence add the following:

"In addition, all movement of material within the site shall be regarded as free haul."

PSD8.3.14 Chambers (Clause 8.3.14)

All clearing and grubbing, excavation, backfill, disposal of material and associated works required for chambers are deemed to be included in the rate for the chamber.

PSD 8.3.3 Restricted Excavation

Payment for this excavation will be by the cubic meter, and the rate tendered shall include all operations to remove the material and trim the ground to the required lines and levels.

PSD 8 MEASUREMENT AND PAYMENT

PSD 8.3.8.1 Existing Services Unit: m³

Add the following to (c):

"The rate prices for (c) above shall include the use of specialised detection equipment required to search for a particular type of service."

The rate tendered for (c) shall further cover the cost of backfilling the excavation with excavated material compacted to 90% Modified AASHTO density, loading, transporting within a free haul distance of 0,5 km and disposing surplus material as directed, keeping the excavation safe, dealing with water, taking special care that the exposed services are not damaged in any way and any other operation necessary to complete the work.

The rate for hand excavation in roadways shall include compensation for compacting excavated or selected backfill material to 93%, subbase quality material to 95% and base coarse material to 100% of modified AASHTO density, as the case may be.

The tendered rates shall also include for keeping excavations safe, for dealing with surface and subsurface water, for removing surplus excavated material from the Site, for transporting all material within the free-haul distance, and for supplying adequate supervision during both excavation and backfilling operations. The Contractor shall take the necessary steps to actively separate the pavement layers for later reuse.

No distinction will be made to the depths or the lengths to which excavations are taken.

Excavation in excess of that authorised will not be measured for payment.”

SANS / SANS 1200 DB – EARTHWORKS (PIPE TRENCHES)

PSDB 3.1 Classes of Excavation for Labour Intensive Excavation

Where labour intensive excavation is specified soft excavation will be held to be any material which in the opinion of the Engineer can be excavated by pick, crowbar or shovel.

Payment shall be in accordance with SANS1200 DB Clause 8.3.2.

Boulders greater than 0,03m³ removed from pipe trenches will be paid per cubic meter removed. The boulders shall either be excavated whole or blasted, drilled and split and then removed to an approved tip site and replacement of unsuitable material.

PSDB 3 MATERIALS

PSDB 3.5 Backfill Materials

Add the following to Clause 3.5(b):

“Materials used in the reinstatement of trenches beneath a roadway, up to underside of the road layers, shall comply with Clause 3.6.1. The length shall be taken as the nett road width plus 1.0m beyond the edge of surfacing or back of kerb as applicable

PSDB 3.6 Materials for Reinstatement of Existing Roads and Paved Areas

PSDB 3.6.1 Subbase and Base:

Delete the contents of 3.6.1 and replace with the following:

Where trenches cross existing surfaced roads the following will apply:

- (a) The service (pipe, cable etc.) shall be laid on a bedding cradle, and covered with a fill blanket, as specified in section LB (Bedding - Pipes) SANS 1200 or in the Project Specification.
- (b) The remaining portion of the trench, from the top of the fill blanket to the road surface, shall be filled with cellular trench backfill material.
- (c) The specification for this material is as follows:-
 - (i) Definition : Material shall consist of a cellular light-weight concrete incorporating large volumes of controlled micro-air cement and sand.
 - (ii) Density : 150 - 1400 kg/m³ and have an equivalent CBR value greater than 100.
 - (iii) Consistency : Material shall be of a pickable nature after final setting.
 - (iv) Admixture : The admixture is a pre-foam organic compound accelerated by the addition of calcium chloride. Chloride free additive must

- be used where the outer casing of the service being covered is metallic.
- (v) Setting : The finished product must achieve initial set within 90 minutes. It must then be able to carry light traffic.
- (vi) Specification : British Standards draft S.W.P. 146 of July 1990.

PSDB 3.6.4 Bituminous and Premix Surfacing

Delete the contents of Clause 3.6.4 and replace with the following:

A hot premix (type 4a or 7mm sidewalk mix) laid on a cleaned surface which has been previously tack coated with an anionic emulsion shall be used in the reinstatement of the road surface.”

PSDB 3.7 Selection of Materials

Notwithstanding the requirements of sub-clause 3.7 of SANS 1200DB and sub-clause 3.3.1 of SANS 1200LB regarding the use of selective methods of excavation, the Contractor shall use selective methods of excavation to avoid burying or contaminating material that is suitable and is required for bedding or top soiling. The top 150 mm of topsoil shall be kept separate for top soiling of the trench during reinstatement. No additional payment will be made for complying with this requirement.

PSDB 4.3 and PSDB 5.2 Minimum Cover (Sewer Interceptors)

The structural strength of a pipeline is dependent on, among other things, the bedding, the trench width and cover. The Contractor shall plan his work such that pipelines are only laid after earthworks are completed to the extent that the minimum cover to the pipe will be 600 mm unless under roadways where the minimum cover shall be 1 000 mm before any heavy equipment crosses the pipeline. Cover to the pipelines will be 900 mm across ploughed lands and in road reserves.

PSDB 5.2 Trench Widths

Add the following:

See the appropriate drawing for labour intensive excavation trench widths and multiple pipe trench widths. Payment will be in accordance with Clause 8.3.2.

PSDB 5.3 Site Clearance

Site clearance will only be done on instruction of the Engineer.

PSDB 5.4 Over break In Trenches

The Contractor shall make good at his expense any additional excavation required by the shattering and removal of hard materials in excess of the following allowances:

- a) Over break in the trench width: nil
- b) Over break in the trench bottom: 250mm below pipe invert level

PSDB 5.6.1 Backfilling

Add the following:

Topsoil removed (refer to clause PSDB 3.7) shall be replaced and tramped into place. No additional payment shall be made for this activity.

PSDB 5.6.3 Disposal of Soft Excavation Material

Delete the contents of Clause 5.6.3 and replace with the following:

No surplus material shall be disposed of alongside the trenches but within the specified dump sites

“Excess material arising from the excavations will be disposed of at a designated tip site. The rate for spoiling of excess material shall include for the loading and carting of material, and the off-loading at the tip site. The Contractor shall be responsible for all charges levied at the tip site. The current charges applicable may be obtained from the Municipality’s Cleansing Division.

Where topsoil is encountered this will be set aside on site and re-used later.”

PSDB 5.6.6 Completion of Backfilling

Add the following:

If in the opinion of the Engineer’s Representative the Contractor is lagging in the backfilling of trenches, he will be entitled to order that no further excavation takes place until the backfilling operation has caught up.

PSDB 5.9.7 Procedure for Backfilling with Trenchfill

(New Clause)

- (a) The cellular backfill material (hereinafter called “trenchfill”) is ordered from the supplier and is delivered to site in a truck-mixer. The material is poured directly into the trench, and no vibrating or additional compaction is necessary.
- (b) The trenchfill shall be cast flush with the surrounding road surface and trowelled to an even surface.
- (c) After the trenchfill has set, either the same day or the following day, the top 40mm of the trenchfill must be scabbled off using a pick, or paving breaker and the depression reinstated using hot asphalt. After compaction, the asphalt must be finished flush with the surrounding road surface.
- (d) The asphalt reinstatement of the trench will be carried out by the Municipality or, in the case where the works are being performed by a Contractor, the contractor may carry out the reinstatement.

PSDB 5.9.8 Safety

(New Clause)

- (a) During the time period between pouring the trenchfill into the trench, and the setting of this material, it is imperative that no person or animal be allowed to gain access to the trench. Suitable barricades shall be provided around the trench and a guard placed on duty at the trench until the material sets.

Should the trenchfill not be set by nightfall, safety lamps shall be placed on the barricades.

- (b) The responsibility for public safety lies with the organisation carrying out the excavation and backfill operations.

PSDB 8 MEASUREMENT AND PAYMENT

PSDB 8.3.2(a) Excavation

Delete the contents of 8.3.2(b)(1). For the purpose of measurement and payment, material other than hard rock will not separately classified.

PSDB 8.3.2(d) Extra Over 8.3.2(a) for Hand Excavation where orderedUnit:
m³

The rate tendered shall cover the additional cost, extra over than provided for under 8.3.2(a), for carrying out trench excavation by hand where ordered by the Engineer.

The volume shall be computed from the dimensions specified, shown on the drawings or ordered by the Engineer.

Normal handwork required to clean and trim the sides and bottoms of mechanically excavated trenches will not qualify for payment in terms of this clause.”

PSDB 8.3.3.1 Deficiency in Backfill Material

Add the following to 8.3.3.1(c):

The rate shall also include for compaction of basecourse quality backfill as per PSDB 3.5”

PSDB 8.3.4 Particular Items

Replace the heading of (a) with the following:

- (a) Shore trench where ordered by the Engineer.”

PSDB 8.3.7 Payment for Accommodation of Traffic

Add:

Payment shall be a sum amount and the rate tendered is to include for the provision of barricading and all signage, flagmen, etc., as outlined in SANS 1200 DB 8.3.7 together with the requirements of PSD5.1. 6..

PSDB 8.3.6.1 Reinstate road surfaces complete with all courses

- (a) Extra-over for backfilling trenches using Trenchfill..... Unit:
m³

- (b) Hot asphalt type IV with slurry seal over (min thickness 35mm)Unit:
m²

For item (a) the volume will be computed from the length of trench as applicable, and the width determined from the applicable side allowances specified in 8.2.3 and the depth from road surface to top of selected fill blanket. Payment for this item will be additional to that for excavation covered by 8.3.2.

For item (b) the area will be computed from the length of paved trench surface as applicable and the width determined from the applicable side allowances specified in 8.2.3. The final compacted thickness of the asphalt layer must be not less than 25mm or as specified.

The rate shall cover the cost of temporary accommodation of traffic (including the signs and by-passes), arranging for safety of the public, excavation (including breaking up, removal and disposal of surplus material) and the subsequent reinstatement as specified in 5.9, and shall include the cost of delays and the cost of any risk of having to repair damage as specified in 5.10.

SANS 1200 DK GABIONS AND PITCHING

PSDK 3 MATERIALS

PSDK 3.1 Gabions

PSDK 3.1.1.2 Size

Delete the contents of 3.1.1.2 and replace with the following:

“Stone size shall be as scheduled in the Bill of Quantities.”

PSDK 3.1.2 Gabion Cages

Delete the last sentence of 3.1.2 and replace with the following:

“Gabion baskets shall be made of diagonal woven wire mesh (“double twist”) and be zinc coated Class A as per SANS 675 – 1997 with a 0,5 mm nominal thick PVC coating extruded over the wire.”

PSDK 5.1.2 Lacing of Cages

Add the following to 5.1.2:

In place of lacing wire, lacing may be done by means of “Spenax” tool with 3 mm diameter stainless steel rings of tensile strength 156 to 178 kg/mm² with spacing not exceeding 100 mm.”

SANS 1200 DM EARTHWORKS (ROADS, SUBGRADE)

PSDM 8 MEASUREMENT AND PAYMENT

PSDM 8.3.3 Treatment of roadbed

Delete the contents of 8.3.3 and replace with the following:

“The rates shall cover ripping or blasting, shaping, scarifying, sizing, knapping, rolling, mixing of in-place and imported material where required and preparation and compaction of the material as specified, final grading, complying with the tolerances, and testing.”

SANS / SANS 1200 LB - Bedding Pipes

PSLB 3.1 Selected granular material (bedding)

The Contractor may be required (with the Engineer’s approval) to use selected granular material obtained from the trench excavation which does not comply with the requirements of Clause 3.1, for the purposes of bedding pipes under sidewalks and in open areas. Where no suitable material is available from the trenches, material will be utilised from borrow pits identified by the Engineer.

PSLB 3.2 Selected fill material

The Contractor may be required (with the Engineer’s approval) to use selected fill material obtained from the trench excavations which does not comply with the requirements of Clause 3.2, for the purposes of constructing the compacted selected fill blanket around and over pipes.

PSLB 3.3 Bedding

The bedding for all pipes shall be for flexible pipes, as per detailed drawing SANS 1200 LB-2 and LB-3 compacted to 90% Mod AASHTO density other than in areas subject to traffic load (subject to the qualification described in Clauses PSLB 3.1 & 3.2).

PSLB 3.4 Selection

Wherever practicable, the Contractor shall use suitable material selected from the excavations for bedding and selected fill material.

Add the following sub-clause:

PSLB 3.4.1 Suitable material available from trench excavation

Replace the words "(but is not required)" in the fifth line with the words "(at his own cost)".

"PSLB 3.4.1.1: Contractor required to excavate selectively for bedding materials

Notwithstanding the requirements of sub-clause 3.7 of SANS 1200 DB and sub-clause 3.4.1 of SANS 1200 LB regarding the use of selective methods of excavating, the Contractor shall use selective methods of excavating and shall provide and use plant that will enable him to avoid burying or contaminating material that is suitable and is required for bedding."

PSLB 5 Construction

PSLB 5.1.3 Placing

Add the following to sub-clause PSLB 5.1.3.3:

“Hand equipment shall be used to compact the bedding material under the haunches and immediately next to the pipe. No vibratory mechanical equipment shall be allowed to make contact with any part of the pipe or be used on the bedding blanket directly above the pipe.”

Add the following new clause:

"PSLB 5.1.3.5: Crushed Stone Bedding

Where the conditions on the trench bottom are so wet that the use of selected granular material is not practical, use will be made of 13,2mm or 19mm single sized crushed stone material from commercial sources. The use of such stone will be entirely at the Engineer's discretion. Refer to PSDB 5.5." The small single sized crushed stone is to be wrapped with Geofabric (Bidum A4 or similar approved) to form a sausage."

PSLB 8.1.3 Measurement of Bedding Material

The side allowance for labour intensive excavation shall be determined in accordance with the relevant project drawing.

PSLB 8 MEASUREMENT AND PAYMENT

PSLB 8.2.2.3 From Commercial Sources

(c)13 mm concrete stone to SANS 1083.....Unit: m³

Add the following to the end of this subclause:

"Commercial sources shall include off-site sources located by the Contractor."

SANS 1200 LD – SEWERS

PSLD 3 Material

PSLD 3.1.5 uPVC Pipe shall comply with the relevant requirements of SANS 791 and shall have suitable approve flexible joints

PSLD 3.4 Bedding

The requirements for bedding of SANS 1200 LB shall apply

PSLD 3.5 Manholes

PSLD 3.5.2 Precast Concrete Sections

Precast Concrete Sections shall comply with the applicable requirements of SANS 1294. Sectional spun concrete cylinders shall have been manufactured from dolomitic aggregate where so required in terms of the project specification and shall comply with the requirements for pipes of SC type class A of SANS 677. Joints between cylinders shall be of the interlocking self-centering type. The joints shall be sealed in an approved manner to form a watertight joint.

PSLD 3.5.8 Manhole covers and Frames

Manhole covers and frames shall comply with the applicable requirements of SABS 558, and except where other types are scheduled, shall be of Type 2A in the case of manholes in roads and other areas subject to road-traffic loads, and of Type 4 in the case of manholes in areas not subject to such loads.

Finished cover levels of manholes shall be as follows:

- Carriageways - Cover to be flush with the final level of the road surface.
- Road Reserves and service lanes - Cover to be 50mm above ground level.
- Midblock - Cover to be 250mm above the finished ground level.
- Open spaces - Cover to be 250mm above the finished ground level.

PSLD 4.1 Pipe Handling and Rigging Equipment

Add the following:

Care must be exercised at all stages during the transportation, handling and laying of pipes to minimise the possibility of overstraining, point loading or otherwise damaging the pipe wall, since this can have a deleterious effect on its long-term performance. uPVC pipes shall always be lifted with fabric straps or hemp rope and not cables or chains. They should not be subjected to impact loads or rolled over rough or hard ground.

Pipes shall be stored on cradles and away from the inflammable liquids or other aggressive materials. Pipe can be stored in the open for a period of 6 months without any detrimental effects being caused by ultra-violet exposure. However, the manufacturer shall be consulted regarding longer periods of storage in the open.

PSLD 4.3 Testing

Add the following:

In addition to pumps, gauges, storage tank, tools, plugs, bracing, and fittings necessary for tests required in terms of Clause 7, the Contractor shall provide suitable equipment for the location of faults up to the date of issue of final certificate.

PSLD 4.4 Pipe Inspection and Repair (New Clause)

Prior to installation, each pipe, fitting and joint shall be visually inspected both externally and, where practicable, internally for all defects, including indentations, delamination, bubbles, pinholes, blisters, foreign inclusions and resin starved areas.

Damage showing the star cracking on the inner surface or any external damage which cannot be inspected (on assumption that the damage extends through the pipe wall), the pipe shall be rejected and replaced as directed by the Engineer. Areas of tackiness and imperfection to the pipe inner surface shall not be accepted. Owing to the difficulties of controlling the quality, any repair under site conditions shall not be carried out without the Engineers prior approval.

PSLD 5 CONSTRUCTION

PSLD 5.1 Trench Bottom

The trench bottom shall be prepared as specified in SANS 1200DB. Trenches shall be kept sufficiently dry to allow proper and safe bedding, laying and jointing of pipes and kept dry until the pipeline has passed the required tests and construction of the selected fill blanket over the pipes has been completed.

PSLD 5.2 Laying and Bedding Method

The method of laying and bedding shall be such that

- (a) Barrels of pipes bear evenly on the bedding for their full length,
- (b) No packing is used under barrels, and
- (c) No socket or coupling bears on the bedding.

Where the slope of a pipe is greater than 1:10, anchor blocks shall be constructed to the details

Add the following

The UPVC pipes fall into the category of flexible pipes. As such, in the buried condition rely on the pipe-soil structure interaction for their load bearing capacity. Therefore, it is important that the pipes are bedded and surrounded in a material which is capable of transmitting lateral thrust from the pipe to the soil forming the trench wall and that this soil does not become over stressed.

Where groundwater conditions are such that there is a risk of the trench backfill being washed away, suitable impermeable stops (e.g clay dams) shall be provided at appropriate intervals to prevent longitudinal drainage. Where groundwater is present, the geotextile fabric shall be laid in the excavated trench such that it fully encases the pipe bedding and pipe zone of granular material preferred of a single compacted 20mm aggregate. This is to prevent the fines from the adjacent soil of the trench bottom and walls contaminating the aggregate.

PSLD 5.2.3 Method of laying and bedding shall be such that

- a) Barrels of pipes bear evenly on the bedding for their full length
- b) No packing is used under the barrels, and
- c) No socket or coupling bears on the bedding

Where slope of the pipe is great than 1:10, anchor blocks shall be constructed

PSLD 5.2.4 Cutting

uPVC pipes can be cut with a power driven, abrasive-wheel cutting machine. Burrs and sharp edges shall be removed by filing or grinding and, where required, a chamfer shall be provided. The cut ends shall be

resealed to prevent moisture absorption, using a repair resin recommended by the pipe manufacturer and approved by the Engineer. The repair resin must be suitable for contact with potable water.

PSLD 5.4.1 Connection into Existing Manholes

The sewer shall be so jointed to the pipes built into manholes that there are two flexible joints on either side of each manhole as shown on the manhole drawing.

(New Clause)

An appropriate item has been allowed in the Bill of Quantities to cover all costs connected with making of this connection.

PSLD 5.6.1 General

Delete in clauses (a) and (b) the word “brick” and replace by “cast in situ concrete”

PSLD 5.6.2.3 Benching

All benching and sloping surfaces of the manhole floor shall be rendered in 20mm thick 1:3 cement mortar and finished smooth and true with a steel trowel and rounded at corners and edges.

PSLD 5.6.3 Step Irons

Step irons shall not be required.

PSLD 5.6.4 Precast Concrete Manholes

Each precast concrete manhole shall be constructed in accordance with the applicable details shown on sewer details drawing.

PSLD 5.6.6 Laying and Jointing of Channels in Manholes

The sockets of channels shall be filled in with 1:1 stiff cement mortar and the space between the channels finished off with the same mortar. Where two spigot ends abut, they shall have a layer of 1:1 cement mortar under the joint, and the space between the ends shall be filled with 1:1 cement mortar worked in and neatly finished off.

PSLD 5.6.8 Finished Cover levels

(New Clause)

Unless otherwise ordered or dimensioned explicitly on the working drawing, the level of the top surface of the cover shall be flush with the final surface of a carriageway, footway or any paved area, 50mm above the surface of a grassed or gravelled verge or service lane, 250 mm above the finished ground level for manholes situated at the midblock of private or municipal property, and 500 mm above ground level in undeveloped open space.

PSLD 5.6.9 Rectification of Infiltration of Water

Any infiltration visible in the manhole channels, pipe ends or benching shall be rectified by demolishing the base and rebuilding. Rectification of infiltration through the walls and or joints may be attempted only by externally applied measures, failing which the manhole shall be demolished and rebuilt.

PSLD 5.9.4 Connection of New to Existing Sewers

(New Clause)

The Contractor shall under no circumstances connect the new sewers into the existing without the prior written instruction of the Engineer. This instruction will only be given after acceptance, by the Engineer, of the new sewer lines and manholes.

PSLD 7 TESTING

PSLD 7.1 GENERAL

Delete wording of clause 7.1.6 and replace with the following:

A torch and mirror test and air test shall be carried out on all pipe lengths up to and including 315mm diameter.

PSLD 8 MEASUREMENT AND PAYMENT

PSLD 8.2.1 Supply, Lay, Joint Bed and Test Pipeline

Add the following

Notwithstanding the requirements of clause C3.5.7, up to a maximum of 75% of the measured lengths of pipes will be certified for payment until such lengths have successfully passed the field test.

In addition to class 8.2.1, rate for supply, lay, bed and testing of pipelines shall include all test methods specified in PSLD 7 except for the CCTV inspection which is measured as a lump sum for the inspection of the entire sewer reticulation as defined in PSLD8.2.14. This rate shall also include provision for bypassing existing sewer flow between manholes during replacement of existing pipes and construction of manholes.

PSLD 8.2.3 Precast Manholes

Add the following

The rate shall cover the cost of dealing with any excavation (in all materials including disposal of surplus) that is additional to that measured under the item for pipe trench excavation, and the cost of construction of the manholes complete with short pipe and all flexible couplings in accordance with the drawing supplied.

PSLD 8.2.5 Inspection Chamber, etc

The rate shall cover the cost of dealing with any excavation (in all material including disposal of surplus) that is additional to that measured under the item of pipe trench excavation and the cost of construction of the manholes complete with short pipes and all flexible coupling in accordance with the details shown on the drawing

PSDL 8.2.6 Erf Connection

The rate shall cover the cost of additional excavation in all materials, backfilling, bedding, disposal of surplus material, and the supply and laying of the Y-junction and the connection pipeline up to the erf boundary

PSLD 8.2.11 Connection to existing sewers

The cost of the connections shall be extra over cost of constructing each manhole and shall include for all additional costs of carrying out the connections.

PSLD 8.2.12 Raising or Lowering of Existing Manhole

The rate shall cover the cost of removing the cover and frame, demolishing the top of the manhole if required, providing materials and labor for rebuilding the manhole to the designated new level, and setting and grouting the cover and frame to the correct level.

3.4 **PARTICULAR SPECIFICATIONS**

PLI: PARTICULAR SPECIFICATION FOR GENERIC LABOUR-INTENSIVE SPECIFICATION

PLI 1 Scope

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

- a) Excavation to expose existing services.
- b) Construction of manhole base
- c) Pipe laying and fittings
- d) Construction of berms
- e) Preparation of bedding material for pipes.
- f) Fence removal & fencing
- G) Pipe Burst Replacement

PLI 2 Precedence

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

PLI 3 Hand excavatable material

Hand excavatable material is material:

(a) Granular materials:

- (i) whose consistency when profiled may in terms of table 1 be classified as very loose, loose, medium dense, or dense; or
- (ii) where the material is a gravel having a maximum particle size of 10 mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100 mm.

(b) Cohesive materials:

- (i) whose consistency when profiled may in terms of table 1 be classified as very soft, soft, firm, stiff and stiff / very stiff; or
- (ii) where the material is a gravel having a maximum particle size of 10 mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100 mm;

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

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

Table 1: Consistency of materials when profiled

Granular materials		Cohesive materials	
Consistency	Description	Consistency	Description
Very loose	Crumbles very easily when scraped with a geological pick.	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle.
Loose	Small resistance to penetration by sharp end of a geological pick.	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30 – 40 mm; can be moulded by fingers with some pressure.
Medium dense	Considerable resistance to penetration by sharp end of a geological pick.	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in up to 10 mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade.
Dense	Very high resistance to penetration by the sharp end of geological pick; requires many blows for excavation.	Stiff	Can be indented by thumb-nail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers.
Very dense	High resistance to repeated blows of a geological pick.	Very stiff	Indented by thumb-nail with difficulty; slight indentation produced by blow of a geological pick point.

PLI 4 Trench excavation

All hand excavatable material in trenches having a depth of less than 1,5 metres shall be excavated by hand.

PLI 5 Compaction of backfilling to trenches (areas not subject to traffic)

Backfilling to trenches shall be placed in layers of thickness (before compaction) not exceeding 100 mm. Each layer shall be compacted using hand stampers.

- (a) to 90% Proctor density;
- (b) such that in excess of 5 blows of a dynamic cone penetrometer (DCP) is required to penetrate 100 mm of the backfill, provided that backfill does not comprise more than 10% gravel of size less than 10 mm and contains no isolated boulders, or
- (c) such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.

PLI 6 Excavation

All hand excavatable material including topsoil classified as hand excavatable shall be excavated by hand. Harder material may be loosened by mechanical means prior to excavation by hand.

The excavation of any material which presents the possibility of danger or injury to workers shall not be excavated by hand.

PLI 7 Clearing and grubbing

Grass and small bushes shall be cleared by hand.

PLI 8 Shaping

All shaping shall be undertaken by hand.

PLI 9 Loading

All loading shall be done by hand, regardless of the method of haulage.

PLI 10 Haul

Excavation material shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150 m.

PLI 11 Offloading

All material, however transported, is to be off-loaded by hand, unless tipper-trucks are utilised for haulage.

PLI 12 Spreading

All material shall be spread by hand.

PLI 13 Compaction

Small areas may be compacted by hand provided that the specified compaction is achieved.

PLI 14 Grassing

All grassing shall be undertaken by sprigging, sodding, or seeding by hand.

PLI 15 Stone pitching and rubble concrete masonry

All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, must to be collected, loaded, off loaded and placed by hand.

Sand and stone shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150 m.

Grout shall be mixed and placed by hand.

PLI 16 Manufactured elements

Elements manufactured or designed by the contractor, such as manhole rings and cover slabs, precast concrete planks and pipes, masonry units and edge beams shall not individually, have a mass of more than 320 kg. In addition, the items shall be large enough so that four workers can conveniently and simultaneously acquire a proper handhold on them.

PPA: PARTICULAR SPECIFICATION FOR CONCRETE PALISADE FENCING

PPA.1 SCOPE

This Specification covers all work concerned with the construction and erection of various types of fences, including accessories and erection requirements for material.

PPA.2 MATERIAL

PPA.2.1 Posts

To be 3,0 m in overall length, the front edge to be curved at 40 mm dia. The curve tapering to the back to a thickness of 120 mm. Breadth of the post to be 200 mm. Posts to be slotted in one position to take the horizontal load bearing rail. Reinforcing to be post to be 3 x R8 mm x 2,86 m long steel bars.

PPA.2.2 Pales

The pales to be 2,4 m long. The front edge to be curved at 40 mm dia. Tapering to 85 mm at the back with a breadth of 140 mm minimum over the total length of the pale except the section where the fixing rail passes through the pale. Each pale to have one cut out to take the horizontal rail. Each pale to be reinforced with 2 x 5,5 mm x 2,2 m long steel bars.

PPA.2.3 Rails

To be 2,0 m long x 50 mm thick tapering to 100 mm thick to the back of the “v” section, the depth to be 150 mm. The top edge of the rail to be bevelled 10 mm from the front to the back. The rail to be reinforced with 2 x Y12 1,97 m long and 1 x R8 x 1,86 m long steel bars. Note, the rails are not grouted into the posts to allow for expansion and movement.

PPA.2.4 Beam

At the base of the pales, a 200 mm wide x 150 mm deep concrete beam is cast insitu to secure the pales, being embedded in the beam a minimum of 50 mm. Except where the ground surface is rock, concrete, tarmac, paving block or other unexcavatable material the beam will be installed below ground level.

PPA.2.5 Concrete

Concrete strength to all pre cast items to be a minimum of 30 MPa at 28 days.

PPA.3 CONSTRUCTION

Installation: Foundations to be 500 mm x 500 mm x 750 mm deep, 25 MPa concrete. Posts are spaced at 2,04 m centres and are slotted to take a horizontal rail. The pales are hooked over the top rail and the open groove is below the rail is then caulked with a 2:1 sand cement grouting mix.

C3.5 MANAGEMENT OF THE WORKS

C3.5.1 GENERIC SPECIFICATIONS

The SANS 1200 Standardized Specifications listed in C3.3.1 are applicable.

C3.5.2 HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES

(a) Construction Regulations, 2014

The Contractor shall be required to comply with the Occupational Health and Safety Act, 1993: Construction Regulations, 2014 (the regulations) as promulgated in Government Gazette No 37305 and Regulation Gazette No 10113 of 7 February 2014. Non-compliance with these regulations, in any way whatsoever, will be adequate reason for suspending the Works.

The proposed type of work, materials to be used and potential hazards likely to be encountered on this Contract are detailed in the Project Specifications, Schedule of Quantity and Drawings, as well as in the Employers' health and safety specifications (regulation 4(1)) of the Construction Regulations 2014.

The Contractor shall in terms of regulation 5(1) provide a comprehensive health and safety plan detailing his proposed compliance with the regulations, for approval by the Employer.

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

A payment item is included in the Schedule of Quantities to cover the Contractor's cost for compliance with the OHS Act and the abovementioned regulations.

C3.5.3 ENVIRONMENTAL MANAGEMENT REQUIREMENTS

The Contractor will be responsible for implementing and managing an Environmental Management Plan. Refer to Annexure B which defines the roles and responsibilities of various members of the Contractor's staff in terms of the Environmental Management Plan.

C3.5.4 CONTRACTORS PROGRAMME

Clause 5.6 of the Conditions of Contract requires the Contractor to submit a programme for the execution of the works. In addition to the requirements of clause 5.6 the format and information shown shall comply to the following.

The Contractor shall submit his programme in a bar chart format showing clearly the following:

The various stages of work planned to be completed per week.

Critical path activities.

Anticipated value of work to be done during each month.

His labour resources schedule which must distinguish between the Contractor's permanent labour and his temporary local labour employment.

The lead time for training of local labour.

When drawing up his programme, the Contractor shall, among other issues, take into consideration and make allowance for:

Expected weather conditions and their effects.

The requirements and effects of employing labour intensive construction methods.

The accommodation and safeguarding of public access and traffic.

The lead time required for compliance with the Environmental Management Plan

The lead time required for compliance with the Health and Safety Specification

Failure to produce a programme may prejudice the Contractor in any claim for an extension of time.

C3.5.5 TRAFFIC CONTROL ON ROADS

Interruptions to traffic on public roads will be kept to a minimum and where interruptions are unavoidable, they will be done with the full complement of warning signs as required by the Road Traffic Sign Manual.

C3.5.6 UNAUTHORISED PERSONS

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

C3.5.7 FORMS FOR CONTRACT ADMINISTRATION

The Contractor to submit completed MIG progress report and the forms will be available from the Engineer's office. This report is to be submitted with the payment certificate to the Engineer's office by the 15th of every month. EPWP Labour forms must be submitted with the Contractor's invoice.

C3.5.8 ELECTRONIC PAYMENTS

The Contractor to supply his banking details and a cancelled cheque with his first payment certificate.

C3.5.9 DAILY RECORDS

Daily records of human resources, equipment employed, or site diaries in respect of work performed on the site, to be kept in the Contractor's site office for use by the Engineer whenever required.

C3.5.10 PERMITS

The Contractor will be responsible for timeously obtaining any permits required to undertake his envisioned construction activities.

C3.5.11 PROOF OF COMPLIANCE WITH THE LAW

- Contactor to provide all the necessary Health and Safety Documents prior to commencement of the Works.
- All blasting requirements to be complied with.
- All environmental legislation to be complied with.
- Environmental Method Statement.

C3.5.12 MANAGEMENT MEETINGS

Site meetings, Technical meetings and Project Steering Committee meetings will be held once per month.

C3.5.13 APPLICABLE PARTICULAR SPECIFICATIONS

The following particular specifications are included as annexures at the end of Scope of Work: Part C3.

PS H&S: Health and Safety Specification

PS EM: Environmental Management Plan

The following particular specifications are included at the end of Section 3.3.5:

PS PLI: Particular Specification for Generic Labour-Intensive Construction

C3.5.14 MATERIAL COMPLIANCE WITH SANS/SANS REQUIREMENTS

Where materials to be used in the works are required to comply with a SANS/SANS specification, they will be accepted as complying with the SANS/SANS specification if one of the following is satisfied.

The display of a SANS/SANS mark on the product with a copy of the SANS/SANS certificate that allows the manufacturer to use the mark, or

All the criteria in the relevant SANS/SANS specification is measured and confirmed on site or in an approved laboratory.

The same will apply to materials specified to comply with ISO, BS, ASTM or other international specifications.

C3.5.15 PERMITS AND WAYLEAVES

The Contractor will cross several roads and cross existing services. All applicable permits and wayleaves to be obtained prior to commencement of construction.

C3.5.16 WATER FOR THE WORKS

The Contractor will make his own arrangements with regard to obtaining water for construction and testing of water pipelines.

C3.5.17 GOVERNMENT REGULATIONS – REPUBLIC OF SOUTH AFRICA (RSA)

The plant used in the execution of the Contract is to satisfy the requirements of the Factories, Machinery and Building Work Act (No. 22 of 1941) or any amendment thereof, including such regulations as may be framed there under at any time up to and including the date of completion of the Contract. The plant shall also comply with any other government regulations controlling the installation and operation of the entire equipment.

If any additional work is ordered by a Government inspector to make the plant comply with regulations referred to above, the Contractor shall forthwith carry out such work at his own cost.

C3.5.18 ADDITIONAL SPECIFICATIONS

- **Health & Safety Specification**

ATTACHED ANNEXURE A

- **Environmental Management Plan**

ATTACHED ANNEXURE B

O. R. TAMBO DISTRICT MUNICIPALITY

PROJECT NO.: MIS 382643 B

UPGRADING OF THE TSOLO TOWN SEWER RETICULATION AND ASSOCIATED WORKS – PHASE 1: CONTRACT 2

<h4>C4 SITE INFORMATION</h4>

C4.1 Scope

The documentation included in this section describes the site at the time of tender to enable the tenderer to price his tender and decide upon his method of working and programming.

Only actual information about physical conditions on the site and its surroundings have been included in this section and interpretation is a matter for the tenderers.

C4.2 Subsoil Conditions

The Contractor will be held to have satisfied himself as to the subsurface conditions to be encountered and to have allowed accordingly in his tendered rates.

C4.3 Existing Services

The positions of the services, based on the information supplied by the relevant authorities have been shown on the drawings. However, the accuracy of the information is not known. The Contractor will be required to establish the positions and depths by hand excavation and expose services that could possibly affect the proposed works.

This operation must commence immediately upon handover of the site so that any design changes required can be made and that any interface with the relevant service departments can be arranged to prevent any delays to the contract. The Contractor will be required to interface with the relevant departments directly to arrange for services to be moved if necessary.

C4.4 Existing Development

The project falls within two distinct areas, the residential area of Crossbow and the Tsolo Wastewater Treatment Works Site. Existing infrastructure and dwellings will need to be taken in to consideration during construction as well as impacts on existing roads and traffic.

C4.5 Sources of material

Other than materials which have been approved for use for partial backfilling of trenches by the Engineer, materials shall be obtained from commercial sources.

O. R. TAMBO DISTRICT MUNICIPALITY

PROJECT NO.: MIS 382643 B

UPGRADING OF THE TSOLO TOWN SEWER RETICULATION AND ASSOCIATED WORKS – PHASE 1: CONTRACT 2

C5 DRAWINGS

Drawing No	Description
8513AP-ST800_T01	Concrete Palisade Fence: Elevations, Sections and Details
8513AP-ST801_T01	Sliding Gate: Elevations, Sections and Details
8513AP-ST802_T01	Pump Station: Layout plan and Sections
8513AP-ST803_T01	Sedimentation Tanks: Sections and Details
P024D/T02	Sewer Layout Plan - Crossbow
P024D/T03	Crossbow Longsection – Sheet 1 of 3
P024D/T04	Crossbow Longsection – Sheet 2 of 3
P024D/T05	Crossbow Longsection – Sheet 3 of 3
8513AP-05_T01	Sewer Details

ANNEXURE A

HEALTH AND SAFETY SPECIFICATION

ANNEXURE B

ENVIRONMENTAL MANAGEMENT PLAN