

**PROVISION OF RETICULATION NETWORK  
AND RESERVOIR AT MATSULU ENTRANCE  
AND YOUTH CENTRE SECTION**

**TENDER NUMBER: COM 17/2023**

<b>TENDERER:</b>	
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**CLOSING DATE: 3 JULY 2023 AT 11:00AM**

**CSD REG NUMBER: MAAA.....**

CLIENT	ENGINEER
City of Mbombela  PO Box 45 Mbombela 1200  TEL: 013-759 2181	Jamela Consulting Engineering & Project Management P.O Box 419 Whiteriver 1240 Tel: 013 750 0620 E-mail: <a href="mailto:tim@jamela.co.za">tim@jamela.co.za</a>

**PROVISION OF RETICULATION NETWORK AND RESERVOIR AT MATSULU  
ENTRANCE AND YOUTH CENTRE SECTION**

**SUMMARY FOR TENDER OPENING PURPOSES**

NAME OF TENDERER : \_\_\_\_\_

ADDRESS : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

TELEPHONE NUMBER : \_\_\_\_\_

FAX NUMBER : \_\_\_\_\_

E-MAIL ADDRESS : \_\_\_\_\_

CLOSING DATE : \_\_\_\_\_

TENDERED AMOUNT : \_\_\_\_\_

Signed by authorized representative of the TENDERER: \_\_\_\_\_

DATE: \_\_\_\_\_

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

## IMPORTANT INFORMATION

### PLEASE READ CAREFULLY BEFORE COMPLETING DOCUMENT.

1. Notice to all tenderers.
2. Standards applied in this document.

## 1. NOTICE TO ALL TENDERERS

This is an original document:

1. It may not be re-typed or altered in any way.
2. It must be completed in black ink (non-erasable) – in an eligible handwriting. Mistakes are to be corrected by drawing a line through it and writing the correct information above it. Tenderer to sign next to the correction. The use of erasing fluid or strips is not allowed.
3. It may not be taken apart.
4. It is not available in electronic format except PDF.
5. Bidders are required to attach returnable documents to the relative pages (where requested) and encouraged to use file fasteners and binding tape or any other similar method to ensure there are no loose pages. **Any other form of presentation (loose pages or separate documents) will not be accepted.**

## 2. STANDARDS APPLICABLE TO THIS DOCUMENT

Available from the S.A. Federation of Civil Engineering Contractors, the S.A. Institution of Civil Engineering and the S.A. Bureau of Standards, as applicable:

- |    |                              |  |
|----|------------------------------|--|
| 1. | CIDB                         | <i><b>CIDB Standard for uniformity in Construction Procurement</b>, 10 July 2015, as amended.</i>  |
| 2. | SANS 10845-1                 | <i>Processes, methods and procedures.</i>  |
| 3. | SANS 10845-2                 | <i>Formatting and compilation of procurement documentation.</i>  |
| 4. | SANS 10845-3                 | <i>Standard conditions of tender.</i>  |
| 5. | GCC                          | <i>General Conditions of Contract for Construction Works, Third Edition (2015) issued by the South African institution of Civil Engineering.</i> |
| 6. | COLTO                        | <i>Standard Specifications for Road and Bridge Works for State Road Authorities (1998)</i>   |
| 7. | This Document, as presented. |  |

## CONTENTS

	<b><u>PAGE</u></b>
COVER PAGE	
Bid Summary for Tender Opening Purposes	i
Important Information	ii
Contents	iii

## THE TENDER

<b><u>SECTION</u></b>	<b><u>DESCRIPTION</u></b>		<b><u>PAGE</u></b>
<b>PART T1</b>	<b>TENDERING PROCEDURES</b>		
T 1.1	Tender Notice and Invitation to Tender	(white)	T1.1-1 to T1.1-1
T 1.2	Tender Data	(pink)	T1.2-1 to T1.2-9
<b>PART T2</b>	<b>RETURNABLE DOCUMENTS</b>	(yellow)	T2.1-1 to T2.1-44
	(See List of Documents)		

## THE CONTRACT

<b><u>SECTION</u></b>	<b><u>DESCRIPTION</u></b>		<b><u>PAGE</u></b>
<b>PART C1</b>	<b>AGREEMENT and CONTRACT DATA</b>		
C 1.1	Form of Offer	(pink)	C1.1-1 to C1.1-1
C 1.2	Form of Acceptance	(pink)	C1.2-1 to C1.2-1
C 1.3	Schedule of Deviations	(pink)	C1.3-1 to C1.3-1
C 1.4	Contract Data	(yellow)	C1.4-1 to C1.4-6
C 1.5	Performance Guarantee	(yellow)	C1.5-1 to C1.5-4
C 1.6	Agreement in Terms of the Occupational Health and Safety Act, 1993 (Act No 85 Of 1993)	(yellow)	C1.6-1 to C1.6-3
C 1.7	Certificate of Authority for Signatory to Agreement in Terms of Occupational Health and Safety Act, 1993 (Act No 85 Of 1993)	(yellow)	C1.7-1 to C1.7-2
<b>PART C2</b>	<b>PRICING DATA</b>		
C 2.1	Pricing Instructions	(yellow)	C2.1-1 to C2.1-3
C 2.2	Bill of Quantities	(yellow)	C2.2-2 to C2.2-30

<b><u>SECTION</u></b>	<b><u>DESCRIPTION</u></b>		<b><u>PAGE</u></b>
<b>PART C3</b>	<b>SCOPE of WORK</b>		
C 3.1	Description of Works	(blue)	C3.1-1 to C3.1-2
C 3.2	Engineering	(blue)	C3.2-1 to C3.2-2
C 3.3	Procurement	(blue)	C3.3-1 to C3.3-1
C 3.4	Construction	(blue)	C3.4-1 to C3.4-36
C 3.5	Management	(blue)	C3.5-1 to C3.5-5
C 3.6	Health and Safety	(blue)	C3.6-1 to C6.6-2
<b>PART C4</b>	<b>SITE INFORMATION</b>		
C 4.1	Site Information	(green)	C4.1-1 to C4.1-4
<b>ANNEXURES</b>			
Appendix A	Occupational Health and Safety Regulations	(white)	A1 to A15
Appendix B	Drawings for Tender Purposes	(white)	

**PART T1: TENDERING PROCEDURES**

<b><u>SECTION</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>PAGE</u></b>
T 1.1	Tender Notice and Invitation to Tender	9
T 1.2	Tender Data	10

**PART T2: RETURNABLE DOCUMENTS**

<b><u>SECTION</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>PAGE</u></b>
T 2	Returnable Documents	15

BID NO: COM 17/2023 PROVISION OF RETICULATION NETWORK AND RESERVOIR AT MATSULU  
ENTRANCE AND YOUTH CENTRE

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## **PART T1 TENDERING PROCEDURES**

TENDER NUMBER: COM 17/2023 PROVISION OF RETICULATION NETWORK AND RESERVOIR AT  
MATSULU ENTRANCE AND YOUTH CENTRE

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T1.1	TENDER NOTICE AND INVITATION TO TENDER .....	T1.1-1
T1.2	TENDER DATA .....	T1.2-1



**T1.1 TENDER NOTICE AND INVITATION FOR PROPOSALS – RE-ADVERTISEMENT**

Bids are hereby invited from experienced services providers for PROVISION OF WATER RETICULATION NETWORK AND RESERVOIR AT MATSULU ENTRANCE AND YOUTH CENTRE SECTION.

TENDER NO	DESCRIPTION	CIDB GRADING	COMPULSORY MEETING AND SITE INSPECTION DATE	CLOSING DATE
COM 17/2023	PROVISION OF WATER RETICULATION NETWORK AND RESERVOIR AT MATSULU ENTRANCE AND YOUTH CENTRE SECTION	7 CE	9 JUNE 2023 AT 10:00 AM AT MATSULU CULTURAL CENTRE (MATSULU ENTRANCE)	3 JULY 2023 AT 11:00:00

It is compulsory that service providers download a copy of the bid document that will **ONLY** be available as from 31 May 2023 on the municipal website: [www.mbombela.gov.za](http://www.mbombela.gov.za) on the tenders and notices folder and National e-Tender Portal: [www.etenders.gov.za](http://www.etenders.gov.za), free of charge.

Duly completed bid documents and supporting documents which are, COPY OF TAX COMPLIANCE STATUS, CERTIFIED COPY OF B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE TO CLAIM B-BBEE POINTS, CURRENT MUNICIPAL RATES AND TAXES CLEARANCE FROM RELEVANT LOCAL AUTHORITY OR PROOF OF RESIDENCE FROM A TRIBAL AUTHORITY OR LEASE AGREEMENT ACCOMPANIED WITH THE LESSOR'S CURRENT MUNICIPAL RATES AND TAXES CERTIFICATE FOR BOTH THE BUSINESS AND DIRECTORS INCLUDING JV AND CONSORTIUM PARTNERS, CSD REGISTRATION FULL REPORT (Summary Report will not be considered) and a copy of the COMPANY REGISTRATION CERTIFICATE, together with the bid document must be sealed in an envelope clearly marked: **"BID NO.COM 17/2023, PROVISION OF RETICULATION NETWORK AND RESERVOIR AT MATSULU ENTRANCE AND YOUTH CENTRE SECTION, CLOSING DATE: 3 JULY 2023"** with the name of the bidder shall be placed in the bid box at MBOMBELA CIVIC CENTRE at 1 NEL STREET, MBOMBELA, before 11:00 on the closing date.

**Bidders are advised not to commit fraudulent activities or forge documents. All abusers of the SCM system, including forging or faking of returnable documents, may be reported to SAPS and restricted from doing business with any Public Institutions for a period NOT exceeding 10 years which is in line with section 28 and 29 of the Prevention and Combating of Corrupt Activities Act 12 of 2004.**

A preferential point system shall apply whereby this contract will be allocated to a bidder in accordance with the **Preferential Procurement Policy Framework Act, No 5 of 2000** and as defined in the conditions of bid in the bid document, read in conjunction with the Preferential Procurement Regulations, 2022, where 80 points will be allocated in respect of price and 20 points in respect of the **Targeted Goals**.

Procurement Enquiries	:	Christopher Nkambule	(013) 759 2358
Technical Enquires	:	Thokozani Hlatshwayo	(013) 759 9202
Employer	:	City Manager, City of Mbombela P. O. Box 45 1200 Mbombela	Mr. Wiseman Khumalo

VISIT OUR WEBSITE –

[www.mbombela.gov.za](http://www.mbombela.gov.za)

*NB: the results of this bid will be published on council's website as prescribed on section 75(1)(g) of the MFMA and section 23(c) of the SCM Regulations.*

**T1.2 TENDER DATA**

The conditions of tender are the standard conditions of tender as contained in SANS 10845-3 Construction procurement, Part 3: Standard conditions of tender that apply specifically to this tender.

The Tender Data shall be read with the Standard Conditions of Tender in order to expand on the Tenderer's obligations and the Employer's undertakings in administering the tender process in respect of the project under construction.

The Tender Data hereafter shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of data given below is cross-referenced to the clause in the standard conditions of tender to which it mainly applies.

Clause Number	Data
	<p>The conditions of tender are those contained in the latest edition of SANS 10845-3, Construction Procurement – Part 3: Standard conditions of tender.</p> <p>SANS 10845-3 makes several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the provisions of SANS 10845-3.</p> <p>Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.</p>
3.1	<p>The Employer is: <b>City of Mbombela, 1 Nel Street, Mbombela, 1200</b></p>
	<p>The tender documents issued by the Employer comprise:</p> <p><b>THE TENDER</b></p> <p>Part T1 Tendering Procedures</p> <p>Part T1.1 Tender Notice and Invitation to Tender (white)</p> <p>Part T1.2 Tender Data (pink)</p> <p>Part T1.3 Preferential Procurement Policy of City of Mbombela (pink)</p> <p>Part T2 Returnable Documents</p> <p>Part T2.1 List of Returnable Documents (yellow)</p> <p>Part T2.2 Returnable Schedules to be completed by the Contractor (yellow)</p> <p>Part T2.3 Returnable Schedules II (yellow)</p> <p><b>THE CONTRACT</b></p> <p><b>Part C1 Agreement and Contract Data</b></p> <p>C1.1 Form of Offer and Acceptance (pink)</p> <p>C1.2 Contract Data (yellow)</p> <p>C1.3 Form of Guarantee (white)</p> <p>C1.4 Agreement in terms of Occupational Health and Safety Act, 1993 (white)</p> <p>C1.5 Authority for Signatory in Terms of OH&amp;S Act, 1993 (white)</p> <p><b>Part C2 Pricing Data</b></p> <p>C2.1 Pricing Assumptions (yellow)</p> <p>C2.2 Bill of Quantities and Information Sheets (yellow)</p>

TENDER NO: 17/2023 PROVISION OF RETICULATION AT MATSULU ENTRANCE AND RESERVOIR AT MATSULU ENTRANCE AND YOUTH CENTRE

3.2	<p><b>Part C3 Scope of Works</b>  C3.1 Scope of Works (blue)  C3.2 Engineering (blue)  C3.3 Procurement (blue)  C3.4 Construction (blue)  C3.5 Management (blue)  C3.6 Health and Safety (blue)  <b>Part C4 Site Information</b>  C4 Site Information (green)</p> <p><b>Appendices</b>  Annexure A Health and Safety Specification (white)  Annexure B Drawings for Tender Purposes (white)</p>										
3.4	<p>The Employer's Agent is:  Name: Jamela Consulting Engineers and Project Management  Address: PO Box 619  Whiteriver, 1200  Tel: 013 750 0620  E-mail: <a href="mailto:tim@jamela.co.za">tim@jamela.co.za</a></p>										
3.5	The language for communications is English.										
3.6	The competitive negotiation procedure shall not be applied.										
4.1	<p>Only those tenderers who satisfy the following eligibility criteria and who provide the required evidence in their tender submissions are eligible to submit tenders and have their tenders evaluated:  a) CIDB registration</p> <p>Only those tenderers who are registered with the CIDB, or are capable of being registered prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a <b>7 CE</b> of construction work, are eligible to have their tenders evaluated.</p> <p>Tenderers registered as potentially emerging enterprises but with a CIDB contractor grading designation lower than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, are not eligible to have their tenders evaluated.</p> <p>For the sake of clarity and subject to satisfactory proof of a tenderer's ability to perform the work specified at the tendered value, the Employer lists in the table below the margins it considers reasonable. However, in the event that the sum tendered exceeds the margins shown then such tender shall be deemed non-responsive.</p> <table border="1"> <thead> <tr> <th>Category of tender</th><th>Upper limits per CIDB Table 8 Regulation 17</th></tr> </thead> <tbody> <tr> <td>CE 5</td><td>R10m</td></tr> <tr> <td>CE 6</td><td>R20m</td></tr> <tr> <td><b>CE 7</b></td><td><b>R60m</b></td></tr> <tr> <td>CE 8</td><td>R200m</td></tr> </tbody> </table> <p>Joint Ventures are eligible to submit bids provided that:</p> <ol style="list-style-type: none"> <li>(1) every member of the joint venture is registered with the CIDB;</li> <li>(2) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a <b>7 CE or Higher class</b> of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.</li> </ol>	Category of tender	Upper limits per CIDB Table 8 Regulation 17	CE 5	R10m	CE 6	R20m	<b>CE 7</b>	<b>R60m</b>	CE 8	R200m
Category of tender	Upper limits per CIDB Table 8 Regulation 17										
CE 5	R10m										
CE 6	R20m										
<b>CE 7</b>	<b>R60m</b>										
CE 8	R200m										

TENDER NO: COM 17/2023 PROVISION OF RETICULATION AND RESERVOIR AT MATSULU ENTRANCE AND YOUTH CENTRE

	<p>b) Key Personnel</p> <p>In order to be considered for an appointment in terms of this tender, the tenderer must have in its permanent employment key personnel who will be the single point accountability and responsibility for the management of the construction works. Alternatively, a signed undertaking from an organization having the required personnel, stating that they will undertake the necessary work on behalf of the tenderer in terms of a sub-contractor agreement, will be acceptable. Such undertaking must be attached to Forms T of the Returnable Schedules.</p> <p>Individuals must be identified for each of the key personnel listed under Forms T. Where the key personnel are no longer available to undertake the necessary work after the award of the tender, the contractor shall within a period of 14 working days replace the key personnel listed in Forms T with personnel with equivalent competencies and subject to approval by the Employer. Such approval shall not be unreasonably withheld.</p> <p>The key person shall be a suitably qualified and experienced contracts manager who will be the single point accountability and responsibility for the management of the construction works, and who is registered with SACPCMP as Pr.CM or ECSA as Pr.Eng. or Pr.Tech.Eng shall be required as a minimum.</p> <p>Where the Contracts Manager will not be employed on the Works full time, his powers will be delegated to the approved construction manager.</p> <p>Failure to comply with the requirements or to complete Form T may render the tender non- responsive.</p>
4.6	<p><b>Bidders are encouraged to revisit the City's website regularly prior the closing date particularly on this project folder to ensure that all addenda/ erratum that may be issued are adhered to.</b></p> <p><b>Failure to apply instructions contained in addenda may render a tenderer's offer non-responsive in terms of Condition of Tender 5.8.</b></p>
4.7	<p>The arrangements for the compulsory clarification meeting are as stated in the tender notice and invitation to tender.</p> <p>The onus rests with the tenderer to ensure that the person attending the clarification meeting on its behalf is appropriately qualified to understand all directives and clarifications given at that meeting.</p> <p>The clarification meeting shall start strictly at the time advertised. Only then will the Employer's Representative circulate the attendance register for completion by those present. During this time latecomers may complete the register. On completion by all present the Employer's Representative will:</p> <p>(a) read out from the collected lists calling for confirmation that all have signed;</p> <p>The signature on the attendance register and duly completed and signed Form A shall be considered proof that the tenderer attended the whole meeting and was available to hear all directives and clarifications given at the meeting.</p> <p>Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list. <b>The City will not be take responsibility for incorrect information provided by the bidder on the attendance register.</b></p>
4.8	Request clarifications at least 7 working days before the closing time.
4.10	Tenderers are required to state the rates and currencies in Rand.
	<p>An alternative tender offer will only be considered if a main tender offer, strictly in accordance with all the requirements of the tender documented is also submitted.</p> <p>If the tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.</p>

TENDER NO: COM 17/2023 PROVISION OF RETICULATION AND RESERVOIR AT MATSULU ENTRANCE AND YOUTH CENTRE

4.12	<p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p> <p>The modified Tender Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.</p>
4.13.1	<p>Parts of each tender offer communicated on paper shall be submitted as an <u>original</u>, no copies are required.</p> <p>The signed print-out shall be taken as the valid submission.</p>
4.13 4.15	<p>The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Location of tender box: City of Mbombela</p> <p>Physical address: 1 Nel Street, Mbombela 1200</p> <p>Identification details: Tender COM17/2023, PROVISION OF RETICULATION NETWORK AND RESERVOIR AT MATSULU ENTRANCE AND YOUTH CENTRE SECTION</p> <p>Tenders can be submitted 24 hours a day from Monday to Friday at the Employer's address.</p> <p>It is in the tenderer's interest to ensure that the delivery of the tender offer is recorded in the Employer's tenders received register.</p>
4.13.4	The tenderer is required to submit all certificates as listed in the Schedule of Tender Compliance (Form U).
4.13.5	Place and seal the printed and completed tender document in an envelope clearly marked "TENDER" and bearing the Employer's name, the contract number and description, the tenderer's authorized representative's name, the tenderer's postal address and contact telephone numbers.
4.13.5	A two-envelope procedure will not be followed.
4.13.6	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
4.15	The closing time for submission of tender offer is as stated in the Tender Notice and Invitation to Tender.
4.16.1	<b>The tender offer validity period is 120 days.</b>
4.16.2	<p>Where a tenderer, at any time after the opening of his tender offer but prior to entering into a contract based on his tender offer:</p> <p>a) withdraws his tender;</p> <p>b) gives notice of his inability to execute the contract in terms of his tender; or</p> <p>c) fails to comply with a request made in terms of 4.17, 4.18 or 5.9,</p> <p>such tenderer shall be barred from tendering on any of the Employer's future tenders for a period to be determined by the Employer, but not less than six (6) months, from the date of tender closure. The Employer may fully or partly exempt a tenderer from the provisions of this condition if he is of the opinion that the circumstances justify the exemption.</p>
4.18	Any additional information requested under this clause must be provided within 5 (five) working days of date of request.
4.20	The tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part C1.8 of this procurement document.

TENDER NO:COM 17/2023 PROVISION OF RETICULATION NETWORK AND RESERVOIR AT MATSULU ENTRANCE AND YOUTH CENTRE

5.1	The employer shall respond to clarifications received up to 7 working days before tender closing time.
5.2	The employer shall issue addenda until 7 working days before tender closing time.
5.4	All bid responses must be submitted before the Bid Closing date and time as stipulated on the tender invitation.
5.7	In the event of disqualification, the Employer may, at its sole discretion, impose a specified period during which tender offers will not be accepted from the offending tenderer and report same to CIDB and National Treasury.
5.9	<p>Arithmetical errors, omissions, discrepancies and imbalanced unit rates</p> <p>Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount appearing in the summary to the Pricing Schedule shall govern.</p> <p>Check responsive tender offers for:</p> <ul style="list-style-type: none"> <li>a) the gross misplacement of the decimal point in any unit rate;</li> <li>b) omissions made in completing the pricing schedule or bills of quantities; or</li> <li>c) arithmetic errors in: <ul style="list-style-type: none"> <li>i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or</li> <li>ii) the summation of the prices.</li> </ul> </li> <li>d) imbalanced unit rates.</li> </ul> <p>Notify shortlisted tenderers of all errors, omissions or imbalanced rates that are identified in their tender offers.</p> <p>Where the tenderer elects to confirm the errors, omissions or re-balancing of imbalanced rates the tender offer shall be corrected as follows:</p> <ul style="list-style-type: none"> <li>a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the unit rate shall govern, and the line item total shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted and the unit rate shall be corrected.</li> <li>b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall be corrected.</li> <li>c) Where the unit rates are imbalanced adjust such rates by increasing or decreasing them and selected others while retaining the total of the prices derived after any other corrections made under (a) and (b) above.</li> </ul> <p>Where there is an omission of a line item, no correction is possible, and the offer may be declared non-responsive.</p> <p>Declare as non-responsive and reject any offer from a tenderer who elects not to accept the corrections proposed and subject the tenderer to the sanction under 4.16.2.</p> <p>The tenderer is required to submit balanced unit rates for rate only items in the pricing schedule. The rates submitted for these items will be taken into account in the evaluation of tenders.</p>

5.10	<p><b>List of disqualifying factors of this tender are as follows:</b></p> <p>A bid not complying with the requirements stated hereunder will be regarded as “Non Responsive”, and as such will be rejected/disqualified for further evaluation</p> <ul style="list-style-type: none"> <li>• Submit company registration certificate</li> <li>• Submit Tax Compliance Status issued by SARS</li> <li>• Full CSD report <b>NOT</b> older than <b>30 days</b> from the closing date , Summary report will <b>NOT</b> be considered</li> <li>• Submit Joint venture agreement in case of JV. All parties are expected to attach their individual returnable documents except for consolidated B-BBEE certificate and combined CIDB grading.</li> <li>• Authority for Signatory, duly signed and dated original or certified copy on the Company(s) Letterhead. This condition will not apply to companies owned by one director / member / sole</li> <li>• Submit copies of relevant Annual Financial Statements (last 3 Financial Years). For JV, relevant Annual Financial Statements from all parties are required. Failure to provide for all the service Providers will results in disqualification.</li> <li>• Submit copy of an active CIDB contractor grading designation of 7CE or higher. For JV, a combined CIDB grading is required.</li> <li>• Tenderer must provide copies of current municipal rates and taxes certificates from relevant local authority / proof of residential from tribal authority (if the business is operating or the directors are residing in rural areas) / lease agreement with the lessor's current municipal rates and taxes for both, the company and active directors including JV/Consortium partners. Prospective bidders should ensure that the physical address details of the company and directors reflected on the CSD is similar to the one reflected on the company registration certificate. The municipality reserves the right to verify both the municipal rates and taxes of the company details reflected on the CSD and company registration certificates. The municipality further reserves the right to use ID numbers of the directors to verify if any municipal rates and taxes are not owned by each director. It is prudent and remains the responsibilities of the prospective bidders to ensure that each director, lessor and company rates are cleared with regards to the municipal rates and taxes</li> <li>• Letter of good standing for COIDA. The letter of good standing must reflect the relevant nature of business as prescribed on The Compensation for Occupational Injuries and Diseases Act 130 of 1993. Must also be in line with the required CIDB Grading.</li> <li>• Letter of Intent for Public Liability Insurance for 10% of the value of contract sum. The letter must be issued by a registered insurance service provider. The letter should have the full contact details of the service provider and the underwriter.</li> <li>• Letter of intent for performance guarantee from a registered Financial Service Provider (FSP). The letter should have the full contact details of the service provider and the FSP number.</li> <li>• All certificates, appointment letters of company experience, completion certificates of company experience, proof of ownership on plant and equipment, qualification certificates of personnel with Identity Documents must be certified by the commissioner of Oaths, RSA. It must have date of certification and not older than 3 months. A copy of a certified copy will not be accepted.</li> <li>• Fully completed and signed where applicable in the Returnable Schedules.</li> <li>• Failure to apply instructions contained in addenda that may be issued.</li> <li>• Submissions from bidders who did not attend a compulsory briefing session will not be acceptable.</li> <li>• Prospective service providers may not make any alterations or additions to the Bid document, except to comply with instructions issued by the employer. The tender document must be furnished with non-erasable black ink and all corrections made by the service provider should be dated and signed by the authorized signatory. Erasures and the use of masking fluid, tippex, pencil or erasable ink are prohibited and failure to adhere to this condition will render your submission non responsive.</li> </ul>
5.11	<p>The procedure for the evaluation of responsive tenders is Method 2: Functionality, Price and preferences.</p> <p>Method 2 Functionality offer , Price and preferences is scored as follows:</p> <ol style="list-style-type: none"> <li>a) Score each tender in respect of the financial offer made and preferences claimed, if any.</li> <li>b) Calculate the total number of tender evaluation points (TEV) in accordance with the following formula: <math>TEV = N_{FO} + N_P + N_Q</math></li> </ol>

TENDER NO:17/2023 PROVISION OF RETICULATION NETWORK AND RESERVIOR AT MATSULU  
ENTRANCE AND YOUTH CENTRE

5.11.5	<p>where: <math>N_{FO}</math> is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;</p> <p><math>N_P</math> is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.</p> <p><math>N_Q</math> is the number of tender evaluation points awarded for quality claimed in accordance with F.3.11.9.</p> <p>c) Rank tender offers from the highest number of tender evaluation points to the lowest.</p> <p>d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.</p> <p>e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.</p> <p>f) Compelling and justifiable reasons not to recommend a tenderer are inter alia tenderers who:</p> <ul style="list-style-type: none"><li>do not meet the minimum requirements listed in Part T2.1, List of Returnable Documents and/or</li><li>failed to complete the tender document comprehensively with all the required information.</li></ul>												
5.11.7	<p>The financial offer will be scored using the following formula: <math>N_{FO} = W_1 \times A</math></p> <p>Where:</p> <p><math>N_{FO}</math> = the number of evaluation points awarded for the financial offer <math>W_1</math></p> <p>= the maximum possible number of bid evaluation points awarded for the financial offer and will be:</p> <p>(i) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R 50,000,000; or</p> <p>(ii) 80 where the financial value inclusive of VAT of one or more responsive tender offers equals or is less than R 50,000,000.</p> <p><math>A</math> = the number calculated using Formula 2 (Option 1) Table</p> <p>1: Formulae for calculating the value of <math>A_a</math></p> <table><tr><th>Formula</th><th>Comparison aimed at achieving</th><th>Option 1<sup>a</sup></th><th>Option 2<sup>a</sup></th></tr><tr><td>1</td><td>Highest price or discount</td><td><math>A = (1 + \frac{(P - P_m)}{P_m})</math></td><td><math>A = P / P_m</math></td></tr><tr><td>2</td><td>Lowest price or percentage commission /fee '</td><td><math>A = (1 - \frac{(P - P_m)}{P_m})</math></td><td><math>A = P_m / P</math></td></tr></table> <p><sup>a</sup> <math>P_m</math> is the comparative offer of the most favorable comparative offer. <math>P</math> is the comparative offer of the tender offer under consideration.</p>	Formula	Comparison aimed at achieving	Option 1 <sup>a</sup>	Option 2 <sup>a</sup>	1	Highest price or discount	$A = (1 + \frac{(P - P_m)}{P_m})$	$A = P / P_m$	2	Lowest price or percentage commission /fee '	$A = (1 - \frac{(P - P_m)}{P_m})$	$A = P_m / P$
Formula	Comparison aimed at achieving	Option 1 <sup>a</sup>	Option 2 <sup>a</sup>										
1	Highest price or discount	$A = (1 + \frac{(P - P_m)}{P_m})$	$A = P / P_m$										
2	Lowest price or percentage commission /fee '	$A = (1 - \frac{(P - P_m)}{P_m})$	$A = P_m / P$										



TENDER NO: COM 17/2023 PROVISION OF RETICULATION NETWORK AND RESERVIOR AT MATSULU ENTRANCE AND YOUTH CENTRE

5.11.8

**Scoring preferences.**

**Up to 100 minus  $W_1$  tender evaluation points will be awarded to tenderers who submit responsive tenders and who are found to be eligible for the preference claimed. Points are based on a tenderer's scorecard measured in terms of the Regulations (2022) to the Preferential Procurement Policy Framework Act (PPPFA, Act 5 of 2000).**

Points awarded will be according to a tenderer's specific goals summarized in the table below:

Item No.	The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points allocated (90/10 system)
1.	100% Black owned enterprises within the definition of the HDI	2	1
2.	At least 30% women owned enterprises	2	1
3.	At least 30% youth owned enterprises	2	1
4.	At least 30% enterprises people living with disabilities	2	1
5.	Enterprises regarded as EMEs located within the City of Mbombela	2	1
6.	Enterprise who will sub-contract minimum of 30% of the contract value to EME's in the ward or local communities where the services to be rendered of works to be undertaken (Bidders shall list sub-contracting works or items)	2	1
7.	Corporate Social Investment (CSI) Plan. (see notes below)	5	3
8.	B-BBEE level 1 contribution (SANAS verified B-BBEE certificate for generic enterprise, and for EME and SME a sworn affidavit or CIPC issued certificate confirming annual turnover and level of Black Ownership)	3	1
Total		20	10

Eligibility for preference points will be determined as follows:

☐ Compliance with any other information requested to be attached to Returnable Schedule Form D.

☐

TENDER NO: COM 17/2023 PROVISION OF RETICULATION NETWORK AND RESERVIOIR AT MATSULU ENTRANCE AND YOUTH CENTRE

5.11.9

Description of quality criteria	Maximum number of points
Plant and equipment	15
Key Personnel	25
Financial Reference	10
Company Experience	50
<b>Total evaluation points for quality (Ms)</b>	<b>100</b>

Tender offers will only be considered responsive if the minimum quality requirement of **70 points** is achieved.

Tenderers are required to demonstrate their ability to undertake the work and provide proof of previous experience, expertise and availability of plant and equipment to undertake a project of this nature. Tenderers are therefore required to meet a minimum Quality Score of 70% (70 points out of 100) based on the criteria listed below. A score of less than 70 out of 100 points for Quality will render the tender non-responsive. The onus rests with the Tenderer to supply sufficient information to allow for evaluation and award of points detailed below. If insufficient information is provided, zero points will be awarded for that particular item.

Note that Quality points are only used to determine responsiveness and will not be used further in the evaluation.

i). Plant and Equipment (Maximum 15 points)

Details of owned and hired plant and equipment are to be entered in Form R of the Returnable Schedules.

ii). Key Personnel (Maximum 25 points)

Details of key personnel and their experience and qualifications are to be entered in Form T of the Returnable Schedules.

iii). Water and Concrete Reservoir Construction Experience (Maximum 50points)

Details of water reticulation and reservoir construction related projects & supporting information in terms of the points to be claimed in terms of quality, must be entered in Form Q in the Returnable Schedule.

iv) Financial Reference (Form S) for bank rating (Maximum 10 points)

5.13	<p><b>In addition to the requirements of the Condition of Tender, offers will only be accepted if:</b></p> <ul style="list-style-type: none"> <li>the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a>). CSD is compulsory for any company to bid. <b>The full report should be submitted, not the summary and must not be older than 30 days from the closing date.</b></li> <li>the tenderer is in good standing with SARS according to the Central Supplier Database.</li> <li>the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation.</li> <li>the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</li> <li>the tenderer has not: <ul style="list-style-type: none"> <li>i) abused the Employer's Supply Chain Management System; or</li> <li>ii) failed to perform on any previous contract and has been given a written notice to this effect;</li> </ul> </li> <li>the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process;</li> <li>the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;</li> <li>the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.</li> <li>No Tippex has been used on the bid document.</li> <li>The tenderer has not used an erasable pen and completed the bid document with a pencil.</li> </ul>
5.17	The number of paper copies of the signed contract to be provided by the employer is One.
5.19	All requests shall be in writing.

**CHECKLIST FOR RETURNABLE DOCUMENTS STIPULATED UNDER SPECIAL CONDITIONS OF TENDER DOCUMENTS AS MANDATORY REQUIREMENTS. THIS DOCUMENT SHALL BE APPLICABLE TO ALL TENDER DOCUMENTS OF THE CITY.**

**Preamble**

The objective of this checklist is aimed at ensuring that interpretation and application of the special conditions and other mandatory requirements at Bid Evaluation Committee (BEC) & Bid Adjudication Committee (BAC) are aligned as envisaged by the Bid Specification Committee (BSC). This will enhance consistency and uniformity in the entire bid committee system whilst promoting “user friendly” principles by simplifying tender requirements to all interested prospective bidders.

ITEM NO:	DESCRIPTION / RETURNABLE DOCUMENTS	NOTES	FOR OFFICE USE ONLY	
			CHECKLIST	YES or NO or N/A
1.	Company Registration Certificate	a) It's a certificate issued by the Companies and Intellectual Property Commission in line with section 14 of the Companies Act 78 of 2008 b) A Certificate issued by CIPRO in line with section 2 of the Close Corporation Act 69 of 1984 NB: The registration of Close Corporations (CCs) was replaced by introduction of the New Companies Act which came to effect in April 2011. CCs to be recognized as valid registration certificate will be up to 2010.	Has the bidders attached a valid company registration document in line with the applicable legislation?	
2.	Company Profile	a) A Company Profile is a professional introduction of your Business that aims to inform Clients about its purpose, vision, trustworthiness, products and services, and experience of your Company. It is basically a “CV for your Business/Company”	Has the bidder attached a company profile and its experience is relevant to add value on this project?	

3.	<p>Certification of documents to be submitted together with the tender document.</p> <p>I.e. ID Copies of business owners, qualifications, Licenses and certificates, accreditation by professional bodies, proof of ownership document, appointment letters, completion certificates, etc.</p>	<p>a) The certification of documents must be done by a commissioner of oath as prescribed in the Justices of the Peace and Commissioners of Oaths Act 16 of 1963 and its Regulations.</p> <p>b) Acceptable certified copies are copies originally certified from any police station, post office, Lawyers or <u>notary public</u> (who are members of a recognised professional body), Actuaries or accountants (who are members of a recognised professional body), Members of the judiciary, Directors, managers or company secretaries of a banks or regulated financial services business.</p> <p>c) <i>Commissioner of Oaths stamps can be purchased at Stationary shops, but it can be custom made following the below example:</i></p> <div data-bbox="714 700 1467 995" style="border: 1px solid black; padding: 5px;"> <p>CERTIFIED TRUE COPY OF THE ORIGINAL DOCUMENT. THERE ARE NO INDICATIONS THAT THE ORIGINAL DOCUMENT HAS BEEN ALTERED BY UNAUTHORISED PERSONS.</p> <p>Designation (rank) .....ex officio: RSA</p> <p>Date: ..... Place .....</p> <p>Business Address:</p> <p>.....</p> <p>.....</p> <p>Commissioner of Oaths</p> <p>.....</p> <p>Signature ..... Full Names .....</p> </div> <p>NB: All certified copies must NOT exceed three months and be originally certified.</p>	<p>Has the bidder certified all documents to be certified as per special conditions of bid?</p> <p>Check validity on the date, check if the commissioner of oaths stamp is compliant as per example copied from the Regulations.</p>	
4.	<p>Central Supplier Database (CSD) Full report, (Summary report will <b>NOT</b> be acceptable).</p> <p><b>N/B CSD Report date should not be more than 30 days before Bid closing date.</b></p>	<p>a) The City requires that all prospective bidders should be registered on CSD. This is aimed at verification of email addresses, phone numbers, banking details, company registration numbers, tax status with SARS, state employees, etc.</p>	<p>Has the bidder attached a full CSD report, are tax matters in good order, are the directors not in the employment of any state and the CSD report is not older than 30 days from the closing date?</p>	

5.	Tax Compliant Status (TCS)	a) Prospective bidders are required to attach a valid TCS together with the tender document.	<p>Has the bidder attached a valid (not expired) TCS?</p> <p>The designated official should verify the bidder's tax compliance status prior to finalization of the award of a bid or prize quotation. Where the recommended bidder is not tax compliant, the bidders should be notified of their non-compliant status and the bidder must be requested to submit to the City within 7 working days, written proof from SARS of their tax compliance status or proof from SARS that they have made arrangements to meet their outstanding tax obligations. The proof of tax compliance status submitted by the bidder to the City must be verified via the CSD report or e-Filing. The City should reject a bid submitted by the bidder if such a bidder fails to provide proof of tax compliance status within</p>	
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			the timeframe stated above <b>(See MFMA Circular No: 90).</b>	
6.	Certified copy of B-BBEE Certificate / affidavit for B-BBEE status level of contributor <b>(to claim points only).</b>	<p>a) EMEs in terms of the B-BBEE Act 53 of 2003 may submit a sworn affidavit confirming annual total revenue and level of black ownership or Certified Copy of B-BBEE Certificate.</p> <p>b) Bidders other than EMEs and QSEs <b>MUST</b> submit their certified copies of valid B-BBEE status level verification certificate, substantiating their B-BBEE rating issued by a registered auditor approved by IRBA or a verification agency accredited by SANAS.</p> <p>c) A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.</p> <p>NB: There is NO consolidated affidavit for B-BBEE status level of contributor. Only consolidated B-BBEE certificate will be considered for JVs / Consortium &amp; large companies that are making an annual turnover in excess of R50 million including value added tax (VAT). <i>This is not a disqualifying factor, non-adherence will lead to no allocation of B-BBEE points.</i></p>	<p>Is the copy B-BBEE Certificate valid?</p> <p>Is the sworn affidavit for EME / QSE in line with the threshold for EME and EME and valid?</p> <p>If the tendering entity is a JV / Consortium / Large company, has the bidder attached a certified copy of a valid and consolidated B-BBEE certificate in order to claim points as prescribed by the MSCM Regulations?</p> <p>Is the copy of B-BEE certificate certified by the Commissioner of Oaths reflects as prescribe on the regulations of the Act?</p> <p>Is the affidavit for B-BBEE stamped and signed by commissioner of oaths?</p> <p>I.e. full names and signature, force/practice number, designation / rank, date and address.</p> <p>Is the certification date not older than 3 months</p>	

			and original ink is clear on the document to confirm if it is originally certified?	
7.	Formal agreement must be attached in case of a joint venture (JV) or consortium.	a) The JV/consortium must amongst others, reflect clear profit and loses sharing percentages. It is compulsory that the lead partner must have at least 51% majority shares in the JV/consortium.	If the tendering entity / bidder is a JV/Consortium, has the bidder attached a detailed JV/Consortium agreement with all critical information?	
8.	In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit separate required returnable documents.	a) This will not be applicable to functionality and B-BBEE requirements.	If the tendering entity / bidder is a JV/Consortium, have the parties involved attached all individual required documents as per special condition of bid?	
9.	<p>Latest municipal rates and taxes certificates from relevant local authority for the business and all business directors</p> <p>OR</p> <p>Proof of resident from tribal authority for the business and all business directors</p> <p>OR</p> <p>Lease agreement with the Lessor's latest municipal rates and taxes certificates from relevant local authority.</p> <p>NB: All accounts owing any municipality for more than 90 days</p>	<p>a) If the business is operated and its director(s) are residing within a municipal area, bidders are expected to attach latest municipal rate and taxes certificates for the business and ALL its directors.</p> <p>b) If the business is operated and its director(s) are residing within a tribal authority. Bidders are expected to attach proof of resident for the business and ALL its directors.</p> <p>c) If the business directors are leasing a facility for residential purposes, they are required to attach individual lease agreement with lessor's latest municipal rates and taxes for a facility is within a Municipal boundary and if the business is renting office / business facility, the bidders are required to attach lease agreement for the business with</p>	<p>Has the bidder attached latest municipal rates and taxes from relevant local authority for the company / business and all company directors / owners?</p> <p>In case of lease, has the bidders attached lease agreements and lessor's proof of res from a tribal authority or latest municipal rates and taxes certificate?</p> <p>Is the account not in</p>	



	will be disqualified as prescribed on the MSCM Regulations.	<p>lessor's latest municipal rates and taxes for a facility within a municipal boundary. If the facility leased is in a rural area, lease agreement will be accompanied with the lessor's proof of residential from a tribal authority.</p> <p>NB: <i>Domicilium citandi at executandi</i>: Domicilium citandi et executandi is a Latin legal term meaning the address nominated by a bidder in a legal contract where legal notices may be sent.</p> <p>Bidders are encouraged to update their addresses when they relocate their businesses and the preferred address on the CSD should be in line with the address on the Company Registration Document. It is the responsibility of the bidder to ensure that all physical addresses reflected either on the company registration document and CSD are not owing any municipal rates and taxes for more than three months including the Lessor's municipal account in case of lease. The rationale behind this requirement is the enhance revenue in RSA municipalities as enshrined on the Municipal Systems Act 32, 2000. Failure to attach is an immediate disqualification but failure to align addresses will not be a disqualifying factor, however all addresses reflected on the both the CSD and company registration document will be subjected to this requirement.</p>	areas for more than 90 days (3 months)?	
10.	<p><b><u>Forging of documents/certificates</u></b></p> <p>The City has noted that prospective bidders are allegedly submitting fraudulent and forged documents when bidding for tenders. Bidders are advised not to commit fraudulent activities and forge documents. The City will ensure that this Act is adhered to by reporting all abusers of the SCM system to SAPS and enlist them on the Register of Tender Defaulters as prescribed on</p>	<p>Section 34(1)(b) of the Prevention and Combating of Corrupt Activities Act 12 of 2004, stipulates that: "<i>any person who holds a position of authority and who knows or ought reasonably to have known or suspected that any other person has committed the offence of theft, fraud, extortion, <b>forgery</b> or uttering a forged document involving an amount of R100 000 or more, must report such knowledge or suspicion or cause such knowledge or suspicion to be reported to any police official</i>".</p> <p>Section 34(2) of the same Act stipulates that: "<i>subject to the provision of section 37(2), any person who fails to comply with subsection (1), is guilty of an offence</i>".</p>	<p>Are there any suspicious / alleged fraudulent or forged documents? If yes, has the matter been reported to the nearest SAPS following correct institutional protocol? Has the matter been registered with the Registrar to enable due processes and per the</p>	

	<p>section 29 of the Prevention and Combating of Corrupt Activities Act 12 of 2004.</p> <p>Abusers of the SCM system, amongst other penalties, may be restricted to do business with any Public Institutions for a period NOT exceeding 10 years (<b>see section 28 of this Act</b>).</p>		<p>Act?</p> <p>NB: The minutes of the BEC / BAC should detail all the elements of alleged fraud and forged documents.</p>	
11.	<p>Copy of Public Liability insurance. Only insurance covers from registered and authorized financial service providers will be accepted.</p>	<p>a) Public liability insurance may vary from one project to another on the basis of the level of risk and complexity of the project. Minimum cover to be determined by the BSC prior consultation with the project manager if deemed necessary.</p>	<p>If applicable, is the bidder compliant with the minimum cover stipulated in the bid document?</p> <p>Is the public liability insurance from a registered financial institution?</p>	
12.	<p>Recent audited / independently reviewed financial statements for three consecutive years.</p> <p>NB: if a company provides any financial statements in terms of section 29 of the Companies Act, such statements must comply with the provision of the Act.</p>	<p>a) Applicable to private companies that are not managed by its owners, if:</p> <ul style="list-style-type: none"> <li>- It compiles its financial statement internally and its public interest score is less than 100.</li> <li>- It has its financial statements compiled independently and its public interest score is between 100 and 349.</li> <li>- the public interest score is 350 points or more, is required for an audit to be conducted.</li> </ul>	<p>Has the bidder furnished MBD 5 as mandatory for all projects estimated to be in excess of R10 million?</p> <p>Has the bidder attached the relevant AFS as required by law and is it aligned with his/her declaration on MBD 5?</p> <p>False / mismatched / inconsistent declaration may lead to immediate disqualification.</p>	
13.	<p>Recent annual financial statement (AFS) for three consecutive years (unaudited AFS).</p> <p>NB: if a company provides any financial statements in terms of</p>	<p>a) Applicable to private companies with a public interest score of less than 100.</p> <p>b) If, with respect to a particular company, every person who is a holder of, or has a beneficial interest in, any securities issued by that company is</p>	<p>Has the bidders furnished MBD 5 as mandatory?</p> <p>Has the bidder attached the relevant AFS as</p>	

	section 29 of the Companies Act, such statements must comply with the provision of the Act.	also a director of the company, that company is exempt from the requirements in this section to have its annual financial statements audited or independently reviewed. NB: An independent review will suffice if the company has opted to have its financial statement audited or is required by its Memorandum of Incorporation (MOI) to do so.	required by law in line with his/her declaration on MBD 5?	
<b>14.</b>	Functionality / Quality for evaluation of complex projects	a) Functionality test refers to evaluation of bidders on various aspects of the contract to establish if the bidders has the capabilities to execute the contract or not. The various aspect may include but not limited to: track record and experience on similar projects, human resource and their individual experience, financial capabilities, relevant technology, etc. NB: Functionality will not be compulsory for all projects but for complex projects. Functionality criteria will vary from one project to another.	Has the bidder met the minimum threshold on functionality in order to qualify for further evaluation on price and B-BBEE? Has the bidders been scored in line with the evaluation criteria set on the tender document? All portfolio of evidence attached and certified as stated on the bid document?	
<b>15.</b>	The Compensation for Occupation Injuries and Diseases Act 130 of 1993 (COIDA)	a) The COIDA provides for compensation for disablement caused by occupational injuries or diseases sustained or contracted by employees in the course of their employment, or for death resulting from such injuries or diseases, hence bidders are expected to attach COIDA certificates in line with their specialize area aligned to the type/nature of business.	If applicable, is the COIDA certification / letter of good standing attached, valid and reflects the nature of work in line with the scope of works?	

**PART T2    RETURNABLE DOCUMENTS**

**PART T2: RETURNABLE DOCUMENTS**

1. Failure to fully complete the **compulsory** returnable documents shall render such a tender offer unresponsive.
2. Tenderers shall note that their signatures appended to each returnable form **represents a declaration that they vouch for the accuracy and correctness of the information provided**, including the information provided by candidates proposed for the specified key positions.
3. Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a tenderer. **If subsequently any information is found to be incorrect such discovery shall be taken as willful misrepresentation by that tenderer to induce the contract.** In such event the Employer has the discretionary right under contract condition 9.2 to terminate the contract.

The Tenderer must complete the following returnable Schedules:

**Returnable Schedules required for Tender evaluation purposes**

<b>COMPULSORY TENDER DOCUMENTS</b>	
FORM A	CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING
FORM B	RECORD OF ADDENDA TO TENDER DOCUMENTS
FORM C	PROPOSED AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES
FORM D	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022
FORM E	COMPULSORY DECLARATION
FORM F	MUNICIPAL DECLARATION AND RETURNABLE DOCUMENTS
FORM G	CERTIFICATE OF INDEPENDENT TENDER
FORM H	DECLARATION OF GOOD STANDING REGARDING TAX
FORM I	DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
FORM J	REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE
FORM K	DECLARATION OF TENDERER'S LITIGATION HISTORY
FORM L	AUTHORITY OF SIGNATORY
FORM M	SCHEDULE OF SPECIALIST SUBCONTRACTORS
FORM N	PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER
FORM O	SCHEDULE OF CURRENT COMMITMENTS
FORM P	REGISTRATION WITH CIDB
<b>RETURNABLE FOR QUALITY CRITERIA</b>	
FORM Q	COMPANY EXPERIENCE IN RELATION TO SCOPE OF WORKS
FORM R	PLANT & EQUIPMENT
FORM S	FINANCIAL RESOURCES
FORM T	KEY PERSONNEL EXPERIENCE AND QUALIFICATIONS
<b>CERTIFICATE FOR TENDER COMPLIANCE</b>	
FORM W	SCHEDULE OF TENDER COMPLIANCE

## **COMPULSORY TENDER DOCUMENTS**

**FORM A: CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING**

Notes to Tenderer:

1. Unless the attendee's name, details and signature also appear on the attendance register this Certificate of Attendance shall not be accepted and the tenderer's offer shall be deemed non- responsive.

This is to certify that I, .....

representative of (tenderer) .....

of (address) .....

.....

.....

telephone number .....

fax number .....

e-mail .....

attended the clarification meeting on (date) .....

Signature of Representative: \_\_\_\_\_

Signature of Project Manager: \_\_\_\_\_

**FORM B: RECORD OF ADDENDA TO TENDER DOCUMENTS (SIPDM)**

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

	Date	Title or Details
▪		
▪		
▪		
▪		
▪		
▪		
▪		
▪		
▪		

Attach additional pages if more space is required.

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

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



**FORM C: PROPOSED AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES (SIPDM)**

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

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

**(a) AMENDMENTS**

Page, Clause or Item No	Proposed Amendment

*Note: (1) Amendments to the General and Special Conditions of Contract are not acceptable.*

*(2) The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his tender.*

**(This is not an invitation for alternatives** but should the Tenderer desire to make any departures for the provisions of this contract he shall set out his proposals clearly hereunder.

**(b) ALTERNATIVES**

Proposed Alternative	Description of Alternative

*Note: (1) Individual alternative items that do not justify an alternative tender, and an alternative offer for time for completion should be listed here.*

*(2) In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc. and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender.*

*(3) Alternative tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main tender offer.*

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

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

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

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

**1. GENERAL CONDITIONS**

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

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

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

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

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

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

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

The maximum points for this tender are allocated as follows:

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

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

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

TENDER NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVIOR AT MATSULU ENTRANCE AND YOUTH CENTRE

**2. DEFINITIONS**

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

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

**3.1. POINTS AWARDED FOR PRICE**

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

**3.2.1. POINTS AWARDED FOR PRICE**

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

**TENDER NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVIOR AT MATSULU ENTRANCE AND YOUTH CENTRE**

**4. POINTS AWARDED FOR SPECIFIC GOALS**

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

Item no.	The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1.	100% Black owned enterprises within the definition of the HDI	2	
2.	At least 30% women owned enterprises	2	
3.	At least 30% youth owned enterprises	2	
4.	At least 30% enterprises people living with disabilities	2	
5.	Enterprises regarded as EMEs located within the City of Mbombela	2	
6	Enterprise who will sub-contract minimum of 30% of the contract value to EME's in the ward or local communities where the services to be rendered of works to be undertaken (Bidders shall list sub-contracting works or items)	2	
7	Corporate Social Investment (CSI) Plan. (see notes below)	5	
8	B-BBEE level 1 contribution (SANAS verified B-BBEE certificate for generic enterprise, and for EME and SME a sworn affidavit or CIPC issued certificate confirming annual turnover and level of Black Ownership)	3	

**The City will utilize the CSD report for the above-mentioned information**

TENDER NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVIOR AT MATSULU  
ENTRANCE AND YOUTH CENTRE

**Corporate Social Investment (CSI)**

**NB:** The minimum total value of the CSI should not be less than 2% of the total project value excluding vat and contingencies. The CSI project should be delivered concurrently with the project. The final product should be delivered prior to the issuing of completion certificate. The nature of the CSI project must benefit the community at large. (1 page, Arial font size 12) Prospective bidders will be expected to provide the City with a written explanation on how to implement the Corporate Service Investment on that particular ward, community or region. The investment must benefit the community at large. In order to claim points, a detailed one page report must be included in the list of returnable documents. The corporate social investment initiatives must be implemented by the company/successful bidder. The final details of the CSI project will be finalized prior to the signing of the contract in consultations with relevant stakeholders.

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

**TENDER NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVIOR AT MATSULU ENTRANCE AND YOUTH CENTRE**

**Declaration**

The tenderer declares that

- a) the tendering entity is a level contributor as stated in the submitted evidence of qualification as at the closing date for submissions
- b) the tendering entity has been measured in terms of the following code (tick applicable box)

☐ Generic code of good practice

☐ Other – specify

.....

- c) the contents of the declarations made in terms of a) and b) above are within my personal knowledge and are to the best of my belief both true and correct

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the tenderer, confirms that he / she understands the conditions under which such preferences are granted and confirms that the tenderer satisfies the conditions pertaining to the granting of tender preferences.

Signature:

.....

Name:

.....

Duly authorised to sign on behalf of:

.....

Telephone: .....

Fax: ..... Date:

.....

Name of witness .....Signature of witness .....

**Note:**

1) Failure to complete the declaration will lead to the rejection of a claim for a preference. Supporting documentation of the abovementioned claim for a preference must be submitted with the tender submission to be eligible for a preference. (see Clause 5.11.8 in Tender Data)

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

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....

.....

**FORM E: COMPULSORY DECLARATION (SIPDM) (GBD 4)**

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

**Section 1: Enterprise Details****Name of Enterprise**

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

**Section 2: Particulars of companies and close corporations Company / Close Corporation registration number.**

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**Section 3: SARS Information**

<b>Tax reference number</b>	
<b>VAT registration number</b>	<i>State Not registered if Not Registered for VAT</i>

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

<b>Supplier number</b>	
<b>Unique registration reference number</b>	

**Section 6: Particulars of principals**

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

<b>Full name of principal</b>	<b>Identity number</b>	<b>Personal tax reference number</b>

\*insert separate page if necessary

**TENDER NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVIOR AT MATSULU ENTRANCE AND YOUTH CENTRE**

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

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

- |  |                          |   |                          |
|--|--------------------------|---|--------------------------|
| a) a member of any municipal council                                     | <input type="checkbox"/> | an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999) | <input type="checkbox"/> |
| b) a member of any provincial legislature                                | <input type="checkbox"/> | member of an accounting authority of any national or provincial public entity   | <input type="checkbox"/> |
| c) a member of the National Assembly or the National Council of Province | <input type="checkbox"/> |   |                          |
| 1. a member of the board of directors of any municipal entity            | <input type="checkbox"/> |   |                          |
| 2. an official of any municipality or municipal entity                   | <input type="checkbox"/> | an employee of Parliament or an employee of Parliament or a provincial legislature  | <input type="checkbox"/> |

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

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

\*insert separate page if necessary

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

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

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

- |  |                          |   |                          |
|--|--------------------------|---|--------------------------|
| d) a member of any municipal council                                     | <input type="checkbox"/> | an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999) | <input type="checkbox"/> |
| e) a member of any provincial legislature                                | <input type="checkbox"/> | member of an accounting authority of any national or provincial public entity   | <input type="checkbox"/> |
| f) a member of the National Assembly or the National Council of Province | <input type="checkbox"/> |   |                          |
| 3. a member of the board of directors of any municipal entity            | <input type="checkbox"/> |   |                          |
| 4. an official of any municipality or municipal entity                   | <input type="checkbox"/> | an employee of Parliament or an employee of Parliament or a provincial legislature  | <input type="checkbox"/> |



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

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

\*insert separate page if necessary

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

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

☐ Yes ☐ No (Tick appropriate box)

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

### Section 10: Declaration

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

neither the name of the tendering entity or any of its principals appears on:

a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004).

National Treasury's Database of Restricted Suppliers (see [www.treasury.gov.za](http://www.treasury.gov.za))

ii) neither the tendering entity or any of its principals has within the last five years been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa);

iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);

iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers

v) has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract etc.) or intention to not win a tender;

vi) has no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;

vii) neither the tenderer or any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity and are not in arrears for more than 3 months;

SARS may, on an on-going basis during the term of the contract, disclose the tenderer's tax compliance status to the Employer and when called upon to do so, obtain the written consent of any subcontractors who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by the National Treasury, for SARS to do likewise.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

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

Position: \_\_\_\_\_

**TENDER NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVIOR AT MATSULU ENTRANCE AND YOUTH CENTRE**

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

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

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

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

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

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

**ATTACH THE FOLLOWING DOCUMENTS TO THIS PAGE**

- **For Closed Corporations**

CK1 or CK2 as applicable (Founding Statement) Certified Copies of the ID's of the Directors Certified Shareholders Certificate

**OR**

- **For Companies**

A copy of the Certificate of Incorporation Certified Copies of the ID's of the Directors, and Certified shareholders' register

**OR**

- **For Joint Venture Agreements**

- Joint Venture Agreement between all the parties,
- as well as the documents in (1) or (2) of each Joint Venture member.

**OR**

- **For Partnership**

1. Copies of the ID's of the partners

**OR**

- **One person Business / Sole trader**

2. Copy of ID

**FORM F: MUNICIPAL DECLARATION AND RETURNABLE DOCUMENTS**

(SIPDM)

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

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

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

**Section 1: Enterprise Details / Name of enterprise:**

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

**Section 2: Declaration for Contractor's services:**

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

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

Attach separate page as necessary

**TENDER NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVIOR AT MATSULU ENTRANCE AND YOUTH CENTRE**

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

I / we certify that

1) (tick one of the boxes):

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

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

3) source of goods and / or services:

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

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

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

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

\*Attach separate page as necessary

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

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

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

Position: \_\_\_\_\_

TENDER NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVIOR AT MATSULU  
ENTRANCE AND YOUTH CENTRE

---

**ATTACHED HERETO AN ORIGINAL OR CERTIFIED COPY OF THE  
LATEST MUNICIPAL UTILITY ACCOUNT (NOT OLDER THAN 3 MONTH)**

**FORM G: CERTIFICATE OF INDEPENDENT TENDER (MBD 9)**

Notes to tenderer:

- a) This certificate conforms to Treasury Regulation 16A9 and the requirement of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, that 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 tendering.
- b) Collusive tendering is a conspiracy between businesses that would normally be expected to compete, to agree not to compete, in a tender process.
- c) This certificate serves as a declaration by the tenderer that the tender submitted is free from any collusion with a competitor.

**CERTIFICATE OF INDEPENDENT TENDER DETERMINATION**

I, the undersigned, in submitting the accompanying tender:

---

(Tender Number and Description) in response to the invitation for the tender made by:

---

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Tenderer)

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

TENDER NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVIOR AT MATSULU  
ENTRANCE AND YOUTH CENTRE

---

- vii) 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 tender;
  - e) the submission of a tender which does not meet the specifications and conditions of the tender; or
  - f) bidding with the intention not to win the tender.
- viii) 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 tender invitation relates.
- ix) The terms of the accompanying tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
- x) I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders 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

---

Capacity under which Tender is Signed

---

Name of Tenderer



TENDER NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVIOR AT MATSULU  
ENTRANCE AND YOUTH CENTRE

---

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

**ATTACH VALID TAX COMPLIANCE STATUS (TCS)**

The Tax Compliance Status (TCS) must be submitted together with the tender. Failure to submit the above-mentioned documentation will result in the invalidation of the tender.

In tenders where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Compliance Status (TCS) PIN.

### FORM I: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)

Notes to tenderer:

1. This tender document must form part of all tenders invited.
2. This form serves as a declaration to be used by institutions 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 tender of any tenderer may be disregarded if that tenderer or any of its directors have;
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system;
  - c. failed to perform on any previous contract.
4. In order to give effect to the above, the following questionnaire must be completed and submitted with this tender.

Item	Question	Yes	No
4.1	<p><b>Is the tenderer 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?</b></p> <p>(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(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p><b>Is the tenderer 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)?</b></p> <p><b>for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p><b>Was the tenderer 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?</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

**TENDER NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVIOR AT MATSULU ENTRANCE AND YOUTH CENTRE**

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

**CERTIFICATION**

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Capacity under which Tender is Signed

\_\_\_\_\_  
Name of Tenderer

TENDER NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVIOR AT MATSULU  
ENTRANCE AND YOUTH CENTRE

---

<b>FORM J: REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE</b>
--

The tenderer shall provide a printed copy of the Active Supplier Listing on the National Treasury Central Supplier Database. ([www.treasury.gov.za](http://www.treasury.gov.za)). Tenderers who are not registered on the Central Supplier Database should attach proof of their application for registration (refer to Tender Data Clause 4.1). In the case of a Joint Venture, a printed copy of the Active Supplier Listing must be provided for each member of the Joint Venture.

Name of Contractor:

.....

Central Supplier Database Supplier Number:

.....

***Affix Proof of the National Treasury Central Supplier Database to this page***  
***(Full CSD required, not summary)***

TENDER NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVIOR AT MATSULU ENTRANCE AND YOUTH CENTRE

### FORM K: DECLARATION OF TENDERER'S LITIGATION HISTORY

Does the tenderer have any litigation with which tenderer (including its directors, shareholders or other senior members in previous companies) have been involved with any organ of state or state department within the last ten years?

YES

NO

If yes, furnish your details in table below.

**NB: It is compulsory for all bidders to sign this form**

The tenderer shall list below details of any litigation with which the tenderer (including its directors, shareholders or other senior members in previous companies) has been involved with any organ of state or state department within the last ten years. The details must include the year, the litigating parties, the subject matter of the dispute, the value of any award or estimated award if the litigation is current and in whose favour the award, if any, was made.

Client	Other Litigating Party	Dispute	Award Value	Date Resolved

Signature

Date

Capacity under which Tender is Signed

Name of Tenderer

TENDER NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVIOR AT MATSULU  
ENTRANCE AND YOUTH CENTRE

### FORM L: 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 on the Company Letterhead** of the relevant resolution of their members or their board of directors, as the case may be.

#### PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:

"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 Number/Name

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

.....

(BLOCK CAPITALS) SIGNED ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS .....

DATE .....

FULL NAMES OF SIGNATORY .....

SIGNATURE .....

AS WITNESSES: 1. NAME ..... SIGNATURE .....

2. NAME ..... SIGNATURE .....

**PRO-FORMA FOR JOINT VENTURES:****Certificate of Authority for Joint Ventures**

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

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
		Signature: ..... Name: ..... Designation: .....
		Signature: ..... Name: ..... Designation: .....
		Signature: ..... Name: ..... Designation: .....
		Signature: ..... Name: ..... Designation: .....

TENDER NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVIOR AT MATSULU  
ENTRANCE AND YOUTH CENTRE

---

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



TENDER NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVIOR AT MATSULU ENTRANCE AND YOUTH CENTRE

### FORM M: SCHEDULE OF SPECIALIST SUBCONTRACTORS

#### Notes to tenderer:

1. The tenderer shall list below the specialist items of work on this contract. Alternatives may be mentioned.
2. The tenderer shall state whether he intends to carry out any specialized work himself.

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

SPECIALISED ITEM	INDICATE IF SUB-CONTRACTED (Tick correct option)	
	YES	NO

In order to complete the Works under this Contract, I/we propose to employ the following sub-contractors to carry out the portion/type of work as detailed. **Affix Original or Certified proof of 3 previous projects for each sub-contractor.**

(Note: All proposed sub-contractors must be listed).

Sub-contractor: Name, Address and Telephone No.	Portion/type of work to be undertaken	
_____ _____ (____) _____		Previous value of work:
		Previous Experience:
_____ _____ (____) _____		Previous value of work:
		Previous Experience:

TENDER NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVIOR AT MATSULU  
ENTRANCE AND YOUTH CENTRE

---

<hr/> <hr/> ( ) <hr/>		<b>Previous value of work:</b>
		<b>Previous Experience:</b>
<hr/> <hr/> ( ) <hr/>		<b>Previous value of work:</b>
		<b>Previous Experience:</b>

TENDER NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVIOR AT MATSULU  
ENTRANCE AND YOUTH CENTRE

---

<b>FORM N: PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER</b>
--

Notes to tenderer:

1. Discovery that the tenderer has failed to make proper disclosure may result in City of Mbombela terminating a contract that flows from this tender on the ground that it has been rendered invalid by the tenderer's misrepresentation.
2. The tenderer shall attach to this Form evidence that he is registered and in good standing with the compensation fund or with a licensed compensation insurer who is approved by Department of Labour in terms of section 80 of the Compensation for Injury and Disease Act 1993 (COID) (Act 130 of 1993).

***Affix certified Proof of Good Standing with Compensation Commissioner to this page as per the required CIDB grading***

TENDER NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVIOR AT MATSULU ENTRANCE AND YOUTH CENTRE

### FORM O: SCHEDULE OF CURRENT COMMITMENTS

Notes to tenderer:

- (a) The tenderer shall list below all contracts currently under construction or awarded and about to commence and tenders for which offers have been submitted but awards not yet made.
- (b) In the event of a joint venture enterprise, details of all the members of the joint venture shall similarly be attached to this form.
- (c) The lists must be restricted to not more than 5 contracts and 5 tenders. If a tenderer's actual commitments or potential commitments are greater than 5 each, those listed should be in descending order of expected final contract value or sum tendered.

Contracts Awarded				
Employer	Project	Expected Value of contract (Inclusive of VAT)	Durations (Months)	Expected Completion Date

Tenders not Yet Awarded				
Employer	Project	Tendered Amount (Inclusive of VAT)	Tendered Durations (Months)	Expected Commencement Date

Signature

Date

Capacity under which Tender is Signed

Name of Tenderer

TENDER NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVIOR AT MATSULU  
ENTRANCE AND YOUTH CENTRE

---

**FORM P: REGISTRATION WITH CIDB**

The tenderer shall provide a printed copy of the Active Contractor's Listing off the CIDB website. ([www.cidb.org.za](http://www.cidb.org.za)). Tenderers whose CIDB registration expires within 21 days after close of tender should attach proof of their application for re-registration (refer to Tender Data Clause 4.1). In the case of a Joint Venture, a printed copy of the Active Contractor's Listing must be provided for each member of the Joint Venture.

Name of Contractor: .....

Contractor Grading Designation: .....

CIDB Contractor Registration Number: .....

Expiry Date: .....

## **RETURNABLES FOR QUALITY CRITERIA**

**FORM Q: COMPANY EXPERIENCE IN RELATION TO SCOPE OF WORKS**

**The Tenderer will receive a maximum of 50 points based on information provided in this schedule.**

The following is a statement of work of similar nature and size recently successfully executed by myself / ourselves:

- 1 Points will be given for Water Reticulation Network and Reservoir completed projects completed of similar nature and size.
- 2 The tenderer scores **6 points** per Water Reticulation Network and Reservoir completed project with a value of more than R10 million but less than R20 million, completed in the last 5 years.
- 3 The tenderer scores **8 points** per Water Reticulation Network and Reservoir completed project with a value of more than R20 million but less than R30 million completed in the last 5 years.
- 4 The tenderer scores **10 points** per Water Reticulation Network and Reservoir completed project with a value of more than R30 million completed in the last 5 years.
- 5 The tenderer may attach not more than 5 projects of similar nature and size.
- 6 The maximum Quality points for each criterion are listed below.
- 7 Positive feedback from the Consulting Engineer from the designated / listed contact person will contribute toward points allocated for the attached certificates of completion.
- 8 Positive feedback from the Employer from the designated / listed contact person will contribute toward points allocated for the attached certificates of completion.
- 9 Points for completion certificates attached will be given for similar projects. Negative feedback will forfeit all points, meaning zero (0) points will be allocated for the attached certificates of completion.
- 10 Failure to submit all relevant information per project will result in the forfeiture of all points for that relevant project.
- 11 The experience of the Tenderer or joint venture partners in a consortium will be evaluated based on experience in similar projects or similar areas and conditions in relation to the scope of work required for this project.

Certified Appointment letter as well as Completion Certificate (signed by client and engineer and contractor) of Relevant Work (to be attached – zero points if both is not attached)	Consulting Engineer: Contact Person and Telephone Number	Employer: Contact Person and Telephone Number	Value of Work (inclusive of VAT)	Date Completed
*Attach additional pages if more space is required		Total Points		

**FORM R: PLANT & EQUIPMENT**

**The tenderer will receive a maximum of 15 points based on information provided in this schedule.**

1. The following are lists of major items of relevant equipment that I / we presently own or lease and will have available for this contract or will acquire or hire for this contract if my / our tender is accepted.
2. The tenderer will receive Quality points for listing of plant available for this specific contract as follows:
  - Major plant for construction works if well identified (full points for owned plant and half of the points if it is hired) and available at start of contract maximum points will be as stated in allocated points if owned column or hired column.
  - No points will be allocated for hired plant as indicated in the Allocate points for hired plant column on the table below.
  - Points for the plant correctly identified and owned will be calculated according to the allocated points based on the quantities under the Quantities Required column.
3. Proof of ownership to be submitted. Certified copies of motor vehicle license (MVLX) or motor vehicle license and license disc (MVL1) or certificate of registration (RC1) or any valid document issued by the department of transport (where applicable\*\*). Invoices for equipment that are not traveling on the road will be accepted as proof of ownership (where applicable\*). The invoice must be in the name of the bidding company or director(s).

Description, size, capacity, etc.	Allocate Points if Owned	Allocate Points if Hired	Quantity Required	Quantity Owned	Quantity Hired	Points Scored
Excavator (20 ton)	5.0	2.5	2.0			
Water Tanker (8000 Litre)	2.0	1.0	1.0			
Walk Behind Roller	2.0	1.0	1.0			
Tipper Truck (10 m <sup>3</sup> or above)	2.0	1.0	1.0			
TLB (48 kw Capacity)	4.0	2.0	2.0			
<b>Total</b>	<b>15.0</b>	<b>7.5</b>				
Total Points Allocated						

\*Attached additional pages if more space is required.



TENDER NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVIOR AT MATSULU ENTRANCE AND YOUTH CENTRE

## FORM S: FINANCIAL RESOURCES BANKING INFORMATION

### **FINANCIAL CAPACITY 10 POINTS**

**Bank rating:**    **A = 10 POINTS**  
                       **B = 6 POINTS**  
                       **C = 4 POINTS**

NB: the bank rating must be based on the amount reflected on the form of offer. No points will be allocated on the rating below the tendered amount. The City reserves the right to verify the information with the Financial Service Provider. In case of a JV, Consortium or partnership only the details of the lead partner will be considered.

### **DETAILS OF TENDERERS BANKING INFORMATION**

**Notes to tenderer:**

- The tenderer shall attach to this form a letter of intent for 10% guarantee from financial institution.
- In the event that the tenderer is a joint venture enterprise, the bank guarantee will be expected from the Lead Partner.

<b>BANK NAME:</b>										
<b>ACCOUNT NAME:</b> <i>(e.g. ABC Civil Construction cc)</i>										
<b>ACCOUNT TYPE:</b> <i>(e.g. Savings, Cheque etc.)</i>										
<b>ACCOUNT NO:</b>										
<b>ADDRESS OF BANK:</b>										
<b>CONTACT PERSON:</b>										
<b>TEL. NO. OF BANK / CONTACT:</b>										
How long has this account been in existence:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;"><b>0-6 months</b></td> <td style="width: 10%; text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td><b>7-12 months</b></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td><b>13-24 months</b></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td><b>More than 24 months</b></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	<b>0-6 months</b>	<input type="checkbox"/>	<b>7-12 months</b>	<input type="checkbox"/>	<b>13-24 months</b>	<input type="checkbox"/>	<b>More than 24 months</b>	<input type="checkbox"/>	(Tick which is appropriate)
<b>0-6 months</b>	<input type="checkbox"/>									
<b>7-12 months</b>	<input type="checkbox"/>									
<b>13-24 months</b>	<input type="checkbox"/>									
<b>More than 24 months</b>	<input type="checkbox"/>									

**FORM S: FINANCIAL RESOURCES DECLARATION OF PROCUREMENT  
ABOVE R 10 MILLION (MBD5)**

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

- Are you by law required to prepare annual financial statements for auditing?

**YES / NO**

- 1.1. If yes, submit audited financial statements for the past three years or since the date of establishment if established during the past three years.

.....  
 .....

2. Do you have any outstanding undisputed commitments for municipal services towards any municipal for more than three months or any other service provider in respect of which payments is overdue for more than 30 days?

**YES / NO**

.....  
 .....

- 2.1 If no, this serves to certify that the tenderer has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days?

.....  
 .....

- 2.2 If yes, please provide particulars

.....  
 .....

- 2.1 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

**YES / NO**

.....  
 .....

- a. If yes, furnish particulars

.....  
 .....

TENDER NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVIOR AT MATSULU  
ENTRANCE AND YOUTH CENTRE

---

- 4.1 Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion of payment from the municipality / /municipal entity is expected to be transferred out of the Republic?

**YES / NO**

- 4.1 If yes, furnish particulars

.....  
.....

**CERTIFICATION**

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

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

**I ACCEPT THAT THE STE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Capacity under which Tender is  
Signed

\_\_\_\_\_  
Name of Tenderer

TENDER NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVIOR AT MATSULU ENTRANCE AND YOUTH CENTRE

**FORM S: FINANCIAL RESOURCES  
DOCUMENTATION OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE**

*The Tenderer must attach hereto an **Original Letter** from the financial institution (FSP registered) with whom he has made the necessary arrangements, to the effect that the said financial institution will be prepared to provide the required performance guarantee when asked to do so. (Letter of Intent)*

**A Pro forma follows herewith for the tenderer to use.**

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

Employer

(Name and Address)

\_\_\_\_\_

\_\_\_\_\_

Contract No

\_\_\_\_\_

Contract Title

\_\_\_\_\_

WHEREAS

\_\_\_\_\_

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

(hereinafter called "the  
Contractor")

on the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ for

the construction of (Contract Title)

\_\_\_\_\_

at \_\_\_\_\_

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

AND WHEREAS  
WE

(hereinafter referred to as the

Guarantor") has/have at the request of the Contractor, agreed to give such guarantee;

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

- 1) The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extension of the Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor or liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Completion Date which the Employer may make, give, concede or agree to under the said Contract.
- 2) This guarantee shall be limited to payment of a sum of money.
- 3) The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.

However, upon receipt by us of an authenticated copy of the Certificate of Completion in

**TENDER NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVIOR AT MATSULU ENTRANCE AND YOUTH CENTRE**

terms of the Contract, the amount of liability shall be reduced by 50% which shall be in force until the issue of the Final Approval Certificate at expiry of the Defects Liability Period

This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of Completion

- 4) His intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid of liquidated,
- 5) Our total liability hereunder shall not exceed the sum of

\_\_\_\_\_ (in words)

R \_\_\_\_\_ (in figures)

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

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

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

A certificate under your hand shall be sufficient and satisfactory evidence as to the amount of the Guarantor's liability for the purpose of enabling provisional sentence or any similar relief to be obtained against the Guarantor.

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

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

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

IN WITNESS WHERE OF this guarantee has been executed by us at \_\_\_\_\_

\_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 20

As witness:

1. _____	Signature	_____
2. _____	Signature	_____

Duly authorized to sign on behalf of  
(Guarantor)

Address \_\_\_\_\_

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

## FORM T: KEY PERSONNEL EXPERIENCE AND QUALIFICATIONS

**The Tenderer will receive a maximum of 25 points based on information provided in this Schedule**

Notes to tenderer:

1. The intention of this form is to demonstrate the tenderer's project structure, as well as the lines of responsibility between members of the project team and the overall company structure. Attach own organogram to this form.
2. Joint Venture tenders require each element of the venture to submit separate organograms that show the individual structure of each member company and the lines of responsibility of the proposed personnel involved in the project. In addition, there must also be a combined organogram that indicates how the joint venture itself will function and the proposed share of the work will become a contractual obligation between the members of the joint venture.
3. State the city or town where the company's head office is located. The locality of regional or satellite offices, regardless of degree of autonomy or size is not required. Only submit the number of offices other than the head office. Do not count offices outside RSA.
4. For all foreign qualifications must be accompanied by SAQA accreditation and certified proof of work permit.

### CONSTRUCTION PERSONNEL

#### i) Contracts Manager (5 Points)

Contracts Manager is required to have a minimum of NQF Level 7 in Civil engineering Pr.Eng / Pr. Tech.Eng (ECSA) or equivalent and a minimum of 10 years in mass concrete construction including but not limited to construction of reservoirs, construction of water reticulations network, as indicated below:

EXPERIENCE IN MASS CONCRETE CONSTRUCTION	10	11	12	13	14
POINTS	1	2	3	4	5

#### ii) Site Agent (10 Points)

Site Agent is required to have a N.D Civil engineering; or equivalent to a NQF 6 qualification and a minimum of 10 years in mass concrete construction including but not limited to construction of reservoirs, construction of water reticulations network, as indicated below, as indicated below:

EXPERIENCE IN MASS CONCRETE CONSTRUCTION	10	11	12	13	14
POINTS	2	4	6	8	10

**TENDER NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVIOR AT MATSULU ENTRANCE AND YOUTH CENTRE**

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**iii) Site Foreman (5 Points)**

Site Foreman on permanent/contract basis, with at least NQF 4 qualification or related qualification with experience of not less than seven (7) years in mass concrete construction including but not limited to construction of reservoirs, construction of water reticulations network, as indicated below. Points will be allocated on a pro-rata basis for experience between 7 to 10 years, as indicated below:

<b>EXPERIENCE IN MASS CONCRETE WORK CONSTRUCTION</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>
<b>POINTS</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>

**iv) Safety Officer (5 Points)**

Safety officer on permanent/contract basis, with a valid certificate issued by SACPCMP and with experience of not less than three (3) years on mass concrete construction including but not limited to construction of reservoirs, construction of water reticulations network, as indicated below. Points will be allocated on a pro-rata basis for experience between 3 to 5 years, as indicated below:

<b>EXPERIENCE IN MASS CONCRETE WORKS CONSTRUCTION</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>POINTS</b>	<b>2</b>	<b>3</b>	<b>5</b>

<b>Experience</b>	<b>Points</b>
Provide detailed CVs and certified qualifications for all Key Personnel for each category stated above.	<b>25</b>

**N.B Points to be allocated based on the relevant experience provided on the CV's provided. The appointed contractor is to provide such personnel as attached or one with equivalent qualifications and experience. Failure to do so will result to termination of contract.**

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TENDER NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVIOR AT MATSULU  
ENTRANCE AND YOUTH CENTRE

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**ATTACH CV'S AND CERTIFIED QUALIFICATIONS OF KEY PERSONNEL TO THIS PAGE**

**Note: Only CV's and Certified Qualifications of Key personnel that were named and shown on  
the organogram to be attached.**



TENDER NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVIOR AT MATSULU ENTRANCE AND YOUTH CENTRE

**COMPETENCE ACHIEVEMENT SCHEDULE (QUALITY)**

		MAXIMUM POINTS TO BE ALLOCATED	POINTS CLAIMED BY TENDERER	ALLOCATED POINTS
Company Experience:	Form Q	50		
Plant and Equipment:	Form R	15		
Key Personnel:	Form T	25		
Financial Reference:	Form S	10		
	<b>Sub- Total</b>	<b>100</b>		
	<b>TOTAL</b>	<b>100</b>		

**Note:**

Total allocated for Quality is 100 points. The minimum threshold required to qualify for the next stage of evaluation is 70 points. Only those tenders that achieve the minimum number will proceed to the price and preference evaluation stage.

**SUPPLY CHAIN POLICY USING 80/20 PREFERENCE POINT SYSTEM**

1	MAXIMUM POINTS TO BE ALLOCATED
<b>Price</b>	<b>80</b>
<b>Specific Goals</b>	<b>20</b>
<b>TOTAL</b>	<b>100</b>

<b>FORM W: SCHEDULE OF TENDER COMPLIANCE</b>
--

**Note to tenderer:**

This Table has been created as an aid to ensure a tenderer's compliance with the completion of the returnable forms and schedules and subsequent placement in the correct envelope.

FORM NO / GBD NO	FORM DESCRIPTION	TICK IF COMPLETED
A	CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING	
B	RECORD OF ADDENDA TO TENDER DOCUMENTS	
C	PROPOSED AMENDMENTS AND QUALIFICATIONS	
D	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022	
E	COMPULSORY DECLARATION	
F	MUNICIPAL DECLARATION AND RETURNABLE DOCUMENTS	
G	CERTIFICATE OF INDEPENDENT TENDER	
H	DECLARATION OF GOOD STANDING REGARDING TAX	
I	DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	
J	REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE	
K	DECLARATION OF TENDERER'S LITIGATION HISTORY	
L	AUTHORITY OF SIGNATORY	
M	SCHEDULE OF SPECIALIST SUBCONTRACTORS	
N	PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER	
O	SCHEDULE OF CURRENT COMMITMENTS	
P	REGISTRATION WITH CIDB	
Q	COMPANY EXPERIENCE IN RELATION TO SCOPE OF WORKS	
R	PLANT & EQUIPMENT	
S	FINANCIAL RESOURCES	
T	KEY PERSONNEL EXPERIENCE AND QUALIFICATIONS	
W	SCHEDULE OF TENDER COMPLIANCE	

**THE CONTRACT**

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

**PART C1**            **AGREEMENT AND CONTRACT DATA**

<b>CONTENTS</b>	<b>PAGE(S)</b>
C1.1 FORM OF OFFER .....	C1.1-1
C1.2 FORM OF ACCEPTANCE .....	C1.2-1
C1.3 SCHEDULE OF DEVIATIONS .....	C1.3-1
C1.4 CONTRACT DATA .....	C1.4-1 to C1.4-6
C1.5 PERFORMANCE GUARANTEE .....	C1.5-1 to C1.5-4
C1.6 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993) .....	C1.6-1 to C1.6-3
C1.7 CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993) .....	C1.7-1 to C1.7-2

**C1.1**      **FORM OF OFFER**

**C1.2**      **FORM OF ACCEPTANCE**

**C1.3**      **SCHEDULE OF DEVIATIONS**

TENDER NO: 17/2023 PROVISION OF RETICULATION NETWORK AND RESERVIOR AT MATSULU  
ENTRANCE AND YOUTH CENTRE

### C 1.1: FORM of OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **PROVISION OF RETICULATION NETWORK AND RESERVOIR AT MATSULU, ENTRANCE AND YOUTH CENTRE SECTION.**

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the tender **returnables** and, by submitting this offer, has accepted the conditions of tender.

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

**The offered total of the prices, inclusive of any value added tax or sales tax which the law requires the employer to pay, is** \_\_\_\_\_

\_\_\_\_\_ (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 terms of the conditions of the contract identified in the contract data.

#### for the TENDERER

Signature: \_\_\_\_\_

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

Capacity: \_\_\_\_\_

Witness:

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**C1.2: FORM of ACCEPTANCE****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 C 1: Agreements and contract data, (which includes this agreement) Part C 2:

Pricing data

Part C 3: Scope of work.

Part C 4: Site information

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

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules, as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

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 securities, 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 working days of the date of such receipt, notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

**for the EMPLOYER**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

Capacity: \_\_\_\_\_

**Witness:**

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**C1.3: SCHEDULE of DEVIATIONS**

1 Subject

Details

2 Subject

Details

3 Subject

Details

4 Subject

Details

By the duly authorized representatives signing this agreement, the employer and the 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 returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

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

**for the TENDERER**

Signature: \_\_\_\_\_

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

Capacity: \_\_\_\_\_

**for the EMPLOYER**

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Capacity: \_\_\_\_\_

**Witness:**

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**C1.4      CONTRACT DATA**

**C1.4: CONTRACT DATA****CONDITIONS OF CONTRACT****PART 1: DATA PROVIDED BY THE EMPLOYER****CONDITIONS OF CONTRACT**

The General Conditions of Contract for Construction Works, Third Edition, 2015, published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, are applicable to this contract and is obtainable from [www.saice.org.za](http://www.saice.org.za).

**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.

**PART 1: DATA PROVIDED BY THE EMPLOYER**

The following contract specific data are applicable to this Contract:

Clause	Description						
1.1.1.13	The Defects Liability Period is <b>12 months</b>						
1.1.1.15	The Name of the Employer is the <b>City of Mbombela</b> .						
1.1.1.16	The Name of the Employer's Agent is <b>Jamela Consulting Engineering &amp; Project Management</b> .						
1.1.1.26	The pricing strategy: <b>Re-Measurement Contract</b>						
1.2.1.2	<p>The Employer's address for receipt of communications is:</p> <table> <tr> <td>Physical address: <b>1 Nel Street MBOMBELA 1200</b></td><td>Postal address: <b>PO Box 45 MBOMBELA 1200</b></td></tr> <tr> <td>Telephone: <b>013 759 9202</b></td><td></td></tr> <tr> <td>E-mail: <a href="mailto:Thokozani.Hlatshwayo@mbombela.gov.za">Thokozani.Hlatshwayo@mbombela.gov.za</a></td><td></td></tr> </table>	Physical address: <b>1 Nel Street MBOMBELA 1200</b>	Postal address: <b>PO Box 45 MBOMBELA 1200</b>	Telephone: <b>013 759 9202</b>		E-mail: <a href="mailto:Thokozani.Hlatshwayo@mbombela.gov.za">Thokozani.Hlatshwayo@mbombela.gov.za</a>	
Physical address: <b>1 Nel Street MBOMBELA 1200</b>	Postal address: <b>PO Box 45 MBOMBELA 1200</b>						
Telephone: <b>013 759 9202</b>							
E-mail: <a href="mailto:Thokozani.Hlatshwayo@mbombela.gov.za">Thokozani.Hlatshwayo@mbombela.gov.za</a>							
1.2.1.2	<p>The address of the Employer's Agent is:</p> <table> <tr> <td>Physical address: <b>16 A Allie Van Bergen Street Whiteriver Mbombela, 1240</b></td><td>Postal address: <b>P O Box 419 Whiteriver 1240</b></td></tr> <tr> <td>Telephone: <b>013 750 0620</b></td><td></td></tr> <tr> <td>E-mail: <a href="mailto:tim@jamela.co.za">tim@jamela.co.za</a></td><td></td></tr> </table>	Physical address: <b>16 A Allie Van Bergen Street Whiteriver Mbombela, 1240</b>	Postal address: <b>P O Box 419 Whiteriver 1240</b>	Telephone: <b>013 750 0620</b>		E-mail: <a href="mailto:tim@jamela.co.za">tim@jamela.co.za</a>	
Physical address: <b>16 A Allie Van Bergen Street Whiteriver Mbombela, 1240</b>	Postal address: <b>P O Box 419 Whiteriver 1240</b>						
Telephone: <b>013 750 0620</b>							
E-mail: <a href="mailto:tim@jamela.co.za">tim@jamela.co.za</a>							
2.4	<p><b>Variations to the Conditions of Contract are:</b></p> <p>Add the following at the end of sub clause 2.4.1:</p> <p>" The several documents forming the Contract shall rank in the following order of precedence:</p> <ol style="list-style-type: none"> <li>1. Contract Agreement,</li> <li>2. Form of Offer and Acceptance,</li> </ol>						

Clause	Description
	<p>3. Contract Data,</p> <p>4. Specification Data,</p> <p>5. Standardized Specifications,</p> <p>6. Drawings,</p> <p>7. Bill of Quantities,</p> <p>8. Statutory Regulations,</p> <p>9. Other standard specifications.</p> <p>If the contents of any part of the documents contradict any other part, the document in the highest position on the above order of precedence shall have preference and apply."</p>
4.3.3	<p>Add the following at the end of sub clause 4.3.2:</p> <p>"4.3.3 The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Amendment Act, 1993 (Act 85 of 1993), hereinafter referred to as 'the Act', that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act:</p> <ul style="list-style-type: none"> <li>(i) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the Regulations promulgated in terms of the Act.</li> <li>(ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations on the Contractor will be fully complied with.</li> <li>(iii) The Contractor accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from himself being obliged to comply with any of the aforesaid duties, obligations and prohibitions, with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations.</li> <li>(iv) The Contractor agrees that any duly authorized officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to monitor that the Contractor has conformed to his undertakings as described in paragraphs (i) and (ii) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or any appropriate records or safety plans held by the Contractor.</li> <li>(v) The Contractor shall be obliged to report forthwith to the Employer and Employer's Agent any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing, to the Employer and Employer's Agent, of such investigation, complaint or criminal charge.</li> </ul> <p>The Contractor shall furthermore, in compliance with Constructional Regulations 2003 to the Act:</p> <ul style="list-style-type: none"> <li>(vi) Acquaint himself with the requirements of the Employer's health and safety specification as laid down in regulation 5(1) of the Construction Regulation 2014, and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 6(1) of the Construction Regulation 2014 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment shall be submitted to the Employer for approval within seven (7) days after acceptance of the bid. and shall be implemented and maintained from the Commencement of the Works.</li> </ul>

Clause	Description
	<p>(vii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2003, to ensure that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with the requirements of these Regulations shall entitle the Employer's Agent, at the request of the Employer or his agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time that the Employer or his agents are satisfied that the issues in which the Contractor has been in default have been rectified."</p> <p>(viii) Acquaint himself with the requirements of COVID-19 OCCUPATIONAL HEALTH AND SAFETY MEASURES IN WORKPLACES COVID-19 (C19 OHS), 2020, and prepare a suitably and sufficiently documented COVID-19 health and safety plan as contemplated in COVID-19 (C19 OHS), 2020 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment which includes the COVID-19 safety plan shall be submitted to the Employer for approval within seven (7) days after acceptance of the bid. The COVID-19 safety plan shall be implemented and maintained from the Commencement of the Works for as long as the declaration of a national disaster published in <i>Government Gazette</i> 43096 on 15 March 2020 remains in force.</p> <p>The Employer and Contractor agree that the Contractor will comply with the provisions of "The Mine Health and Safety Act, (Act 29 Of 1996) as amended by the Mine Health and Safety Amendment Act (Act 72 of 1997).</p> <p>The following arrangements and procedures will apply:</p> <ul style="list-style-type: none"> <li>(i) The Contractor shall himself obtain the Mining Authorization for the sites.</li> <li>(ii) Contractor shall assume responsibility for the Environmental Management Programs (EMP) in respect of the sites and shall ensure that the sites are rehabilitated at the conclusion of the Contract.</li> <li>(iii) The Contractor shall comply with the provisions of the Act and the requirements of the Director: Mineral Development of the Department of Minerals and Energy in making the necessary financial provisions to mine optimally and safety and to rehabilitate the surface of the land concerned satisfactory and to carry out the EMP. All costs incurred in providing a guarantee or other financial provision shall be borne by the Contractor.</li> <li>(iv) This Agreement shall hold good from the date on which the Mining Authorization is issued until the date on which a Closure Certificate is issued in terms of the Minerals Act, 1991.</li> <li>(v) Nothing in this Agreement shall exonerate the Contractor from compliance with any requirements of the Employer's Agent regarding the rehabilitation of sites prior to the issue of a Final Approval Certificate in terms of clause 5.16.2 of the General Conditions of Contract (2010).</li> <li>(vi) The Contractor shall undertake all the duties and accept all the responsibilities of the owner in compliance with the requirements of the Act as amended.</li> <li>(vii) The Contractor accepts responsibility for compliance with the Act, as amended, by all his sub-contractors whether or not selected and/or approved by the Employer.</li> </ul>
5.3.1	<p>The documentation required before commencement with Works execution are:</p> <ul style="list-style-type: none"> <li>• Health and Safety Plan (refer to clause 4.3.1)</li> <li>• Initial programme (Refer to clause 5.6.1)</li> <li>• Security (Refer to clause 6.2.1)</li> <li>• Insurance (Refer to Clause 8.6.1)</li> </ul>
5.3.2	<p>The time to submit the documentation required, before commencement with Works execution is <b>14 calendar days</b>.</p>
5.4.2	<p>The access and possession of site shall not be exclusive to the Contractor.</p>

Clause	Description
5.8.1	The non-working days are public holidays and Sundays. The special non-working days are: The year-end break from <b>18-Dec-2023 to 05-Jan-2024, 17 December 2024 to 03 January 2025, 15 December 2025 to 02 January 2026 OR AS PER SAFCEC To Be Announced</b>
5.13.1	The penalty for failing to complete the Works is: is <b>0.05 %</b> of the Total Tender Sum per Calendar Day
5.14.1	Practical completion is reached when: The completed paving streets can be opened to traffic for use.
5.16.3	The latent defect period is <b>10 years</b> after date of completion
6.5.1.2.3	The percentage allowances to cover all charges for the Contractor's and subcontractor's profits, timekeeping, clerical work, insurance, establishment, superintendence and the use of hand tools is <b>15%</b> .
6.8.2	This contract does include for contract price adjustment
6.8.3	Price adjustments for variations in the costs of special materials are <b>not</b> allowed.
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is <b>80%</b>
6.10.3	The limit of retention money is <b>10%</b>
8.6.1.1.2	Not required.
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum will be calculated at <b>12%</b> of the claim value.
8.6.1.2	A coupon policy for Special Risks Insurance issued by the South African Special Risks Insurances Association is required.
8.6.1.3	The limit of indemnity for liability insurance is <u>R 5 000 000.00</u> for any single liability claim
10.5.2	Dispute resolution shall be <b>ad-hoc</b> adjudication.
10.5.3	The number of Adjudication Board Members to be appointed is <b>one</b> .
10.7.1	The determination of disputes shall be by <b>arbitration</b> .
Special Clause	The Contractor's CIDB grading must remain active at the same of higher level as at time of appointment, should the grading be suspended, downgraded and or expire the Contractor will only be allowed 21 days to remedy such and failure could result in termination of the Contract.

The Contractor is advised to read the *General Conditions of Contract for Construction Works*, Third Edition (2015) published by the South African Institution of Civil Engineering, in order to understand the implications of this Data which is required to be completed.

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

79 Part C1.4 Contract Data



**C1.5      FORM OF GUARANTEE**

**PRO FORMA PERFORMANCE****GUARANTEE****GUARANTOR DETAILS AND DEFINITIONS**

"Guarantor" means: .....

Physical address: .....

"Employer" means: .....

"Contractor" means: .....

"Employer's Agent" 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**

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

Date .....

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

Capacity .....

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

Capacity .....

Witness signatory (1) .....

Witness signatory (2) .....

**C1.6 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993**  
**(ACT NO 85 OF 1993)**

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

THIS AGREEMENT made at .....

on this the ..... day of ..... in the year .....

between CITY OF MBOMBELA (hereinafter called "the Employer") of the one part, herein represented by

in his capacity as .....

and .....

(hereinafter called "the Mandatory") of the other part, herein represented by .....

in his capacity as .....

WHEREAS the Employer is desirous that works be constructed, the provision of reticulation network and reservoir at Matsulu, entrance and youth Centre section and has accepted a Tender by the Mandatory for the construction, completion and maintenance of such Works and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 The Mandatory shall execute the work in accordance with the Contract Documents pertaining to this Contract.
- 2 This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or Employer's Agent requiring him to commence the execution of the Works, to either
  - (a) the date of the Final Approval Certificate issued in terms of Clause 52.1 of the General Conditions of Contract (hereinafter referred to as "the GCC"),
  - (b) the date of termination of the Contract in terms of Clauses 54, 55 or 56 of the GCC.
- 3 The Mandatory declares himself to be conversant with the following:
  - (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:
    - (i) Section 8 : General duties of employers to their employees;
    - (ii) Section 9 : General duties of employers and self-employed persons to persons other than employees;
    - (iii) Section 37 : Acts or omissions by employees or Mandatory, and
    - (iv) Subsection 37(2) relating to the purpose and meaning of this Agreement.
  - (b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his subcontractors.
  - (c) **All the requirements, regulations and standards of the COVID-19 Occupational Health and Safety Measures in Workplaces, COVID-19 (C19 OHS), 2020.**
- 4 In addition to the requirements of Clause 33 of the GCC and all relevant requirements of the above-mentioned Volume 3, the Mandatory agrees to execute all the Works forming part of this Contract and to operate and utilise all machinery, plant and equipment in accordance with the Act.

- 5 The Mandatory is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.

The Mandatory warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993, which cover, shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.

- 6 The Mandatory undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:
- (a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
  - (b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
  - (c) The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Mandatory and/or his employees and/or his subcontractors.

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

SIGNED FOR AND ON BEHALF OF THE EMPLOYER:

WITNESS 1 \_\_\_\_\_ 2 \_\_\_\_\_

NAME 1 \_\_\_\_\_ 2 \_\_\_\_\_

(IN CAPITALS)

SIGNED FOR AND ON BEHALF OF THE MANDATORY:

WITNESS 1 \_\_\_\_\_ 2 \_\_\_\_\_

NAME 1 \_\_\_\_\_ 2 \_\_\_\_\_

(IN CAPITALS)

**C1.7 CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF  
OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)**



**CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS  
OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)**

The signatory for the company that is the Contractor in terms of the above-mentioned Contract and the Mandatory in terms of the above-mentioned Act shall confirm his or her authority thereto by attaching to this page a duly signed and dated copy of the relevant resolution of the Board of Directors.

An example is given below:

"By resolution of the Board of Directors passed at a meeting held on \_\_\_\_\_ 20\_\_\_\_,

Mr/Ms \_\_\_\_\_ whose signature

appears below, has been duly authorized to sign the AGREEMENT in terms of THE OCCUPATIONAL  
HEALTH AND SAFETY ACT, 1993 (ACT 85 of 1993) on behalf of:

\_\_\_\_\_

SIGNED ON BEHALF OF THE COMPANY: \_\_\_\_\_

IN HIS CAPACITY AS: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE OF SIGNATORY: \_\_\_\_\_

WITNESS: 1. \_\_\_\_\_ 2. \_\_\_\_\_

NAME (in capitals): 1. \_\_\_\_\_ 2. \_\_\_\_\_

**PART C2            PRICING DATA**

## **C2.1 PRICING INSTRUCTIONS**

## C2.1: PRICING INSTRUCTIONS

1 The Tender Data, the Contract Data, the Scope of Work, the Site Information and the Drawings shall be read in conjunction with the Schedule of Quantities.

2 The Schedule comprises items covering the Contractor'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, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Employer's Agent is obliged to base his assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the Schedule.

The measurement and payment clauses of each Specification, read together with the relevant clauses of the Specification Data, all set out which ancillary or associated activities are included in the rates for the specified operations.

3 Descriptions in the Schedule of Quantities are abbreviated and may differ from those in the Standardized and Specification Data. No consideration will be given to any claim by the Contractor submitted on such a basis. The Schedule has been drawn up generally in accordance with the latest issue of Civil Engineering Quantities<sup>1</sup>. Should any requirement of the measurement and payment clause of the appropriate Standardized or Specification Data be contrary to the terms of the Schedule or, when relevant, to the Civil Engineering Quantities, the requirement of the appropriate Standardized Specification or Specification Data as the case may be, shall prevail.

4 Unless stated to the contrary, items are measured and paid for net, in accordance with the Drawings, without any allowance having been made for waste.

5 The amounts and rates to be inserted in the Schedule 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 Tender is based.

6 An amount or rate shall be entered against each item in the Schedule 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 Schedule.

The Tenderer 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 tender rates shall apply should work under these items actually be required.

Should the Tenderer group a number of items together and tender one sum for such group of items, the single tender sum shall apply to that group of items pro rata 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 tender rates, prices and sums shall, subject only to the provisions of the General Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.

7 The quantities of work as measured and accepted and certified for payment in accordance with the General Conditions of Contract, and not the quantities stated in the Schedule of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by any differences between the quantities in the Schedule of Quantities and the quantities certified for payment.

The ordering of materials shall not be based on the quantities in the Schedule of Quantities. Materials ordered from the Schedule of Quantities without prior confirmation by the Employer's Agent shall be at the risk of the Contractor. No compensation shall be paid for materials ordered erroneously and all costs shall be borne by the Contractor.

<sup>1</sup> The standard system of measurement of civil engineering quantities published by the South African Institution of Civil Engineers.

# COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVIOR AT MATSULU ENTRANCE AND YOUTH CENTRE

- 8 The quantities of work as measured and accepted and certified for payment in accordance with the General Conditions of Contract, and not the quantities stated in the Schedule of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by any differences between the quantities in the Schedule of Quantities and the quantities certified for payment.

The ordering of materials shall not be based on the quantities in the Schedule of Quantities. Materials ordered from the Schedule of Quantities without prior confirmation by the Employer's Agent shall be at the risk of the Contractor. No compensation shall be paid for materials ordered erroneously and all costs shall be borne by the Contractor.

- 9 For the purposes of this Schedule of Quantities, the following words shall have the meanings hereby assigned to them:

Unit : The unit of measurement for each item of work as defined in the COLTO Standardized Specification for Road and Bridge Works for State Authorities (1998 edition) or the Specification Data.

Quantity: The number of units of work for each item

Rate : The payment per unit of work at which the Tenderer tenders to do the work Amount  
: The quantity of an item multiplied by the tender rate of the (same) item Sum :

An amount tender for an item, the extent of which is described in the Schedule of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

- 10 The units of measurement indicated in the Schedule of Quantities are metric units. The following abbreviations may appear in the Schedule of Quantities:

Mm	=	millimetre
M	=	meter
km	=	kilometre
km-pass	=	kilometre-pass
m <sup>2</sup>	=	square metre
m <sup>2</sup> -pass	=	square meter-pass
ha	=	hectare
m <sup>3</sup>	=	cubic meter
m <sup>3</sup> -km	=	cubic meter kilometre
kW	=	kilowatt
kN	=	kilo-Newton
kg	=	kilogram
L	=	litre
kl	=	kilolitre
MI	=	mega litre
T	=	ton (1 000 kg)
%	=	per cent
MN	=	mega-Newton
MN-m	=	mega-Newton-meter
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum
Sum	=	Lump Sum

## **C2.2 SCHEDULE OF QUANTITIES**

BID NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVOIR AT MATSULU, ENTRANCE AND YOUTH CENTRE SECTION

PROVISION OF RETICULATION NETWORK AND RESERVOIR AT MATSULU ENTRANCE AND YOUTH CENTRE

ITEM NO	PAYMENT REFERS TO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1	SABS 1200 A	SECTION C: PRELIMINARY AND GENERAL				
1.1	P SA 5.1	FIXED-CHARGE ITEMS				
1.1.1	5.1.1	Contractual Requirements	Sum	1	R -	R -
1.2	P.S A 5.1.2	Establishment of facilities on site				
1.2.1	PS A 5.1.2.1	Facilities for the Engineer				
		(a) Furnished offices Not Less Than 20m²	Sum	1	R -	R -
1.2.2		(b) Nameboards	No	1	R -	R -
1.3	PSA	Facilities for the Contractor				
1.3.1	5.1.2.2	(a) Workshops and Storage Sheds	Sum	1	R -	R -
1.3.2		(b) Workshops	Sum	1	R -	R -
1.3.3		(c) Living accommodation	Sum	1	R -	R -
1.3.4		(d) Ablution and latrine facilities	Sum	1	R -	R -
1.3.5		(e) Tools and equipment	Sum	1	R -	R -
1.3.6		(f) Water supplies, electric power and communications	Sum	1	R -	R -
1.3.7	PSA 3.4	(g) Dealing with water	Sum	1	R -	R -
1.3.8		(h) Access	Sum	1	R -	R -
1.1.3	PS A 5.3.4	Removal of Contractor's and Engineer's site establishment on completion	Sum	1	R -	R -
1.4	PSA B 5.3.6	Occupational Health and Safety	Sum	1	R -	R -
1.4.1		(a) Preparation of Health and Safety Plan				
1.4.2		(b) Health and Safety Training	Sum	1	R -	R -
1.4.3		(c) Personal Protective Clothing and Equipment	Sum	1	R -	R -
1.4.4		(d) Fences, Signs and Barricades	Sum	1	R -	R -
1.4.5		(e) Establishment of Safety Administration	Sum	1	R -	R -
1.4.6		(f) Compliance to Covid 19 risk mitigation inclusive of all facilities and PPE	Sum	1	R -	R -
1.5	PS A 5.2.2	TIME-RELATED ITEMS				
1.5.1	5.2.1	Contractual requirements	Sum	1	R -	-
1.6	PS A 5.2.2	Operation and maintenance of facilities on the site for the duration of construction period				
	PS A 5.2.1	Facilities for the Engineer				
1.6.1		(a) Furnished offices	Sum	1	R -	R -
1.6.2		(b) Cell Phone	Prov sum	1	R 15 000,00	R 15 000,00
1.7.1	PS A 5.2.2	Facilities for the Contractor (a) Offices and storage sheds	Sum	1	R -	R -
1.7.2		(b) Workshops	Sum	1	R -	R -
1.7.3		(c) Living accommodation	Sum	1	R -	R -
1.7.4		(d) Ablution and latrine facilities	Sum	1	R -	R -
1.7.5		(e) Tools and equipment	Sum	1	R -	R -
1.7.6		(f) Water supplies, electric power and sewer	Sum	1	R -	R -
1.7.7		(g) Dealing with water	Sum	1	R -	R -
1.7.8		(h) Access	Sum	1	R -	R -
	1200 A	TOTAL SECTION A CARRIED FORWARD				R -

BID NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVOIR AT MATSULU,  
ENTRANCE AND YOUTH CENTRE SECTION

ITEM NO	PAYMENT REFERS TO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		Brought Forward				R -
1.8		TIME RELATED OBLIGATIONS				
1.8.1	PS A 5.2.3	a) Construction supervision	Months	12	R -	R -
1.8.2	PS A 5.2.4	b) Head Office Overhead costs for duration of the project	Months	12	R -	R -
1.8.3	PSA B 5.3.5	Contractor's time-related obligations in respect of Occupational Health and Safety Act Regulations inclusive of Covid 19 Regulations.	Month	12	R -	R -
1.8.4		Contractor's time-related obligations in respect of environmental plans and specifications.	Month	12	R -	R -
1.9	PSA 5.3	PROVISIONAL SUMS:				
1.9.1	PSA 5.3.1	Monthly payment of salary for the Community Liason Officer	Prov Sum	1	R 80 000,00	R 80 000,00
1.9.3		Supply, install, Test Commissioning and acceptance and plus two sets of operation and maintenance manuals for UPMC-1500-2 for 2 Megalitres Package plant	Prov.Sum	1	R 4 920 000,00	R 4 920 000,00
1.9.4		Overheads, charges and profit on items 1.9.3 to 1.9.3 above	%	R 5 000 000,00		R -
1.9.5		Training of local labour	Prov Sum	1	R 300 000,00	R 300 000,00
1.9.6	PSA 5.3.4	Generic skills				
1.9.6.1		Entrepreneurial skills	Prov Sum	1	R 45 000,00	R 45 000,00
1.9.6.2		ii) Monthly payment of salary for Students in training (1 Student) @ R6000.00	Prov Sum	1	R 78 000,00	R 78 000,00
1.9.6.3		iii) Payment of labourers whilst under training for 5 days @ R210 per Labourer	Prov Sum	1	R 13 000,00	R 13 000,00
1.9.6.4	PSA 5.5	Overheads, charges and profit on items 1.9.6.1 to 1.9.6.3 above	%	R 136 000,00		R -
		TOTAL SECTION A CARRIED TO SUMMARY				R -



## C3

BID NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVOIR AT MATSULU,  
ENTRANCE AND YOUTH CENTRE SECTION

ITEM NO	PAYMENT REFERS TO	DESCRIPTION	UNIT	QTY	RATE		AMOUNT	
2	SABS 1200C	SECTION B: SITE CLEARANCE						
2.1.1	PS C 3.1.1	Clear and grub: (a) Strips for water pipeline of 2m wide	m	25 661	R	-	R	-
2.1.2	PS C 3.1.2	Remove and grub large trees and tree stumps of girth: (a) Over 1,0 m and up to and including 2,0 m	No	8	R	-	R	-
2.1.3	PS C 3.1.4	Take down and reinstate existing fences	km	10	R	-	R	-
2.1.4	8.2.6	Clear hedge or fence or both where not scheduled separately	m	2 500	R	-	R	-
2.2	SABS 1200 DB	SECTION DB : TRENCH EXCAVATION						
2.2.1	PS DB 5.2.2	Excavation Excavate in all materials for trenches, backfill backfill, compact and dispose of surplus material for watermain of: (a) Pipes up to 160 mm dia for depths: Over and Up to						
2.2.1.1		(i) 0,0 m 1,0 m	m3	3 750	R	-	R	-
2.2.1.2		(ii) 1,0 m 2,0 m	m3	16 250	R	-	R	-
2.2.1.3		(b) extra over item (a) above for (i) Intermediate excavation	m3	3 250	R	-	R	-
2.2.1.4		(ii) Hard rock excavation	m3	3 656	R	-	R	-
2.3	PS DB 4.2.3	Excavation ancillaries						
2.3.1		Make up deficiency in backfill material: (a) From other necessary excavations on Site	m3	1 645	R	-	R	-
2.3.2		(b) By importation from designated borrow pits	m3	4 875	R	-	R	-
2.3.3		(c) By importation from commercial or off-site sources selected by Contractor	m3	400	R	-	R	-
2.4	1200 DB 8.3.8.1	Location of existing services:						
2.4.1		Protect existing services	Prov Sum	1	R	80 000,00	R	80 000,00
2.4.2	1200 DB PS DB 4.2.6.1	Finishing Reinstate road surfaces complete with all courses:						
2.4.3		(a) Gravel on shoulders	m2	60	R	-	R	-
2.4.4		(b) Gravel on roads	m2	60	R	-	R	-
2.5	SABS 1200 LB	SECTION LB: BEDDING (PIPES)						
2.5.1	8.2.1	Provision of bedding from trench excavation within 0.5km: (a) Selected granular material	m3	1 500	R	-	R	-

## C3

BID NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVOIR AT MATSULU,  
ENTRANCE AND YOUTH CENTRE SECTION

2.5.2	PS LB 8.2.2	(b) Selected fill material  Supply only of bedding by importation:	m3	5 625	R -	R -
2.5.3	PS LB 8.2.2.1	(a) From other necessary excavations within 0,5 km: (Provisional) (i) Selected granular material	m3	220	R -	R -
		TOTAL SECTION B CARRIED FORWARD				R -

BID NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVOIR AT MATSULU,  
ENTRANCE AND YOUTH CENTRE SECTION

ITEM NO	PAYMENT REFERS TO	DESCRIPTION	UNIT	QTY	RATE		AMOUNT	
		BROUGHT FORWARD					R	-
2.5.4	PS LB 8.2.2.3	(ii) Selected fill material	m3	660	R	-	R	-
2.5.5		(b) From borrow pits within 0,5 km: (Provisional)	m3	530	R	-	R	-
2.5.6	PS LB 8.2.2.3	(i) Selected granular material	m3	420	R	-	R	-
2.5.7		(c) From commercial sources (Provisional)	m3	210	R	-	R	-
2.5.8	PS LB 8.2.2.3	(i) Selected granular material	m3	276	R	-	R	-
2.5.9		(ii) Selected fill material	m3	30	R	-	R	-
2.5.10	PS LB 8.2.4	Encasing of pipes in concrete (Grade 20 Mpa)	m3	30	R	-	R	-
2.6	PS LB 8.2.5	Overhaul of Bedding and Selected fill Blanket	m³km	3 513	R	-	R	-
2.6	SABS 1200L	SECTION L: PIPEWORK						
	PG4	Labour intensive excavation Excavation by labour intensive methods in all materials for trenches, backfill, compact and dispose of surplus material for:						
2.6.1		a) Pipes up to 160 mm dia for depths: Over and Up to (i) 0,0 m 1,0 m	m3	335	R	-	R	-
2.6.2	PS L 8.2.1	RETICULATION Supply, handle, lay, joint, well, bed, test and disinfect pipes complete with socket joint:						
2.6.2.1		a) 20mm dia HDPE class 12	m	4 374	R	-	R	-
2.6.2.2		b) 25mm dia HDPE class 12	m	2 734	R	-	R	-
2.6.2.3		c) 75mm dia uPVC class 12	m	19 850	R	-	R	-
2.6.2.4		d) 110mm dia uPVC class 12	m	800	R	-	R	-
2.6.2.5		e) 160mm dia uPVC class 9	m		R	-	Rate Only	
2.6.2.6		f) 160mm dia uPVC class 12	m	1 540	R	-	R	-
2.6.2.7		g) 200mm dia uPVC class 12	m	550	R	-	R	-
2.6.2.8		h) 250mm dia uPVC class 16	m	750	R	-	R	-
2.6.2.9		oi) 250mm dia uPVC class 20	m	500	R	-	R	-
2.6.2.10		j) 315mm dia uPVC class 12	m	550	R	-	R	-
2.6.2.11		k) 315mm dia uPVC class 20	m	350	R	-	R	-
	PS L 8.2.2	BENDS						

### C3

#### BID NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVOIR AT MATSULU, ENTRANCE AND YOUTH CENTRE SECTION

2.6.3	8.2.4	Supply, handle, lay, joint, bed, test, disinfect and join to the system pipe socket ended bends:					
2.6.3.1		a) 75mm dia uPVC pipes					
		i) 22.5°	No	13	R	-	R -
2.6.3.2		ii) 45°	No	8	R	-	R -
2.6.3.3		iii) 90°	No	5	R	-	R -
		TOTAL SECTION B CARRIED FORWARD					R -

BID NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVOIR AT MATSULU,  
ENTRANCE AND YOUTH CENTRE SECTION

ITEM NO	PAYMENT REFERS TO	DESCRIPTION	UNIT	QTY	RATE		AMOUNT	
		BROUGHT FORWARD					R	-
2.6.3.4		b) 110mm dia uPVC pipes						
		i) 11.5°	No	2	R	-	R	-
2.6.3.5		ii) 22.5°	No	3	R	-	R	-
2.6.3.6		ii)i 45°	No	1	R	-	R	-
2.6.3.7		iv) 90°	No	1	R	-	R	-
		c) 160mm dia uPVC pipes						
2.6.3.8		i) 22.5°	No	2	R	-	R	-
2.6.3.9		ii) 45°	No	1	R	-	R	-
2.6.3.10		iii) 90°	No	2	R	-	R	-
		d) 200mm dia uPVC pipes						
2.6.3.11		i) 22.5°	No	1	R	-	R	-
2.6.3.12		ii) 45°	No	1	R	-	R	-
2.6.3.13		iii) 90°	No	1	R	-	R	-
2.6.4	8.2.4	<b>REDUCERS</b> Supply, handle, lay, joint, bed, test, disinfect and join to the system pipe socket ended reducers						
		a) uPVC pipes						
2.6.4.1		i) 110mm x 75mm dia	No	15	R	-	R	-
2.6.4.2		ii) 160mm x 110mm dia	No	9	R	-	R	-
2.6.4.3		iii) 200mm x 110mm dia	No	3	R	-	R	-
2.6.4.4		iv) 200mm x 160mm dia	No	3	R	-	R	-
2.6.4.5		v) 250mm x 200mm dia	No	1	R	-	R	-
2.6.5	8.2.4	<b>TEES</b> Supply, handle, lay, joint, bed, test, disinfect and join to the proposed system pipe socket ended tees including all couplings where necessary						
		a) uPVC pipes						
2.6.5.1		i) 75mm x 75mm dia	No	20	R	-	R	-
2.6.5.2		ii) 110mm x 75mm dia	No	5	R	-	R	-
2.6.5.3		iii) 160mm x 75mm dia	No	3	R	-	R	-
2.6.5.4		iv) 160mm x 110mm dia	No	3	R	-	R	-
2.6.5.5		v) 160mm x 160mm dia	No	2	R	-	R	-
2.6.5.6		vi) 200mm x 110mm dia	No	2	R	-	R	-
2.6.5.7		vii) 200mm x 160mm dia	No	2	R	-	R	-
2.6.5.8		viii)250mm x 200mm dia	No	1	R	-	R	-
		TOTAL SECTION B CARRIED FORWARD					R	-

BID NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVOIR AT MATSULU,  
ENTRANCE AND YOUTH CENTRE SECTION

ITEM NO	PAYMENT REFERS TO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		BROUGHT FORWARD				R -
2.6.6	8.2.5 & 8.2.13	<b>ISOLATION VALVES</b>  Supply, lay and bed Class 160 RSV socket ended, clockwise closing gate valves to SABS 664 with non-rising spindles including all fittings to be enclosed in a round valve box 250mm lid x 260 depth				
2.6.6.1		a) 75mm	No	17	R -	R -
2.6.6.2		b) 110mm	No	4	R -	R -
2.6.6.3		c) 160mm	No	5	R -	R -
2.6.6.4		d) 200mm	No	2	R -	R -
2.6.6.5		e) 2500mm	No	2	R -	R -
2.6.6.6		f) 315mm	No	2	R -	R -
2.6.6.7		g) 400mm	No	1	R -	R -
2.6.7		<b>FLOW CONTROL VALVE</b>  Supply, excavate, cutting and joining existing pipe and supply and install, 200 x 770-U x T/16 new globe type FCV, fusion bonded epoxy coated with red braum. Flanged & amo; drilled SABS 1123 table 20 including auxiliary pipework with stainless steel tubing, sealing disc				
2.6.7.1			No	3	R -	R -
2.6.9	8.2.11	<b>ANCHOR/THRUST BLOCKS AND PEDESTALS</b>  Excavate, supply and place concrete class 25/19	m3	350	R -	R -
2.6.9.1						
2.6.10	SABS 1200LF	<b>SECTION LF: ERF CONNECTIONS</b>  Supply, handle, lay, bed, test and disinfect and join to the pipe system HDPE Clas 10 pipes. Rate to include excavation, Tee/saddles, bedding and backfilling.				
2.6.10.1		a) Short house (0-2,0m) pipe connection using:				
2.6.10.1		i) 20mm Double connections	No	740	R -	R -
2.6.10.2		ii) 20mm Single connections	No	220	R -	R -
2.6.10.3		b) long house (0-15,0m) pipe connection using:				
2.6.10.4		i) 20mm Double connections	No	365	R -	R -
		ii) 20mm Single connections	No	200	R -	R -
2.6.11	PSLF 8.2.4	Supply and install complete kent 20mm V110 KSM Water meter.	No	2350	R -	R -
		TOTAL SECTION 2 CARRIED TO SUMMARY				R -

BID NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVOIR AT MATSULU,  
ENTRANCE AND YOUTH CENTRE SECTION

**SECTION C - PRELIMINARY AND GENERAL FOR RESERVOIR**

Item No	Payment Clause	Description	Unit	Qty	Rate		Amount	
	<b>SABS 1200</b>							
	8.3	<b>FIXED-CHARGE ITEMS</b>						
A.1	8.3.1	Contractual requirements	sum	1	R	-	R	-
A.2	8.3.2	Establish Facilities on Site	sum	1	R	-	R	-
A.3	8.3.2.1 (a)	Facilities for Engineer Provide Survey Equipment & Assistants	sum	1	R	-	R	-
A.4	8.3.2.2 (a)	Facilities for Contractor Offices and Storage sheds	sum	1	R	-	R	-
A.5	(b)	Workshops	sum	1				
A.6	©	Laboratories	sum	1				
A.7	(d)	Living Accommodation	sum	1				
A.8	(e)	Ablution and Latrine facilities	sum	1	R	-	R	-
A.9	(f)	Tools and Equipment	sum	1				
A.10	(g)	Water supplies, electric power and communications	sum	1	R	-	R	-
A.11	(i)	Plant	sum	1				
A.12	8.3.3	Other Fixed Charge Obligations	sum	1				
A.13	8.3.4	Removal of Site Establishment	sum	1	R	-	R	-
	8.4	<b>TIME RELATED ITEMS</b>						
A.14	8.4.1	Contractual requiremnts	month	10	R	-	R	-
A.15	8.4.2	Operate and Maintain Facilities on Site	month	10	R	-	R	-
A.16	8.4.2.1 (a)	Facilities for Engineer Provide Survey Equipment & Assistants	month	10	R	-	R	-
A.17	8.4.2.2 (a)	Facilities for Contractor Offices and Storage sheds	month	10	R	-	R	-
A.18	(b)	Workshops	month	10	R	-	R	-
A.19	©	Laboratories	month	10	R	-	R	-
A.20	(d)	Living Accommodation	month	10	R	-	R	-
A.21	(e)	Ablution and Latrine facilities	month	10	R	-	R	-
A.22	(f)	Tools and Equipment	month	10	R	-	R	-
A.23	(g)	Water supplies, electric power and communications, dealing with water and	month	10	R	-	R	-
A.24	(h)	Plant	month	10	R	-	R	-
A.25	8.4.3	Supervision for the duration of Construction	sum	1	R	-	R	-
A.26	8.4.4	Company and Overhead costs	sum	1	R	-	R	-
A.27	8.4.5	Other Time-related Obligations	sum	1			R	-
<b>TOTAL SECTION C CARRIED FORWARD</b>								<b>R -</b>

## C3

BID NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVOIR AT MATSULU,  
ENTRANCE AND YOUTH CENTRE SECTION

TOTAL BROUGHT FORWARD						R	-
A.28	8,8	TEMPORARY WORKS Seach and locate existing services, survey beacons and pegs	sum	1	R	-	R -
A.29		Protect existing services	sum	1	R	-	R -
A.30		Protect survey beacons and pegs	sum	1	R	-	R -
A.31		Temporary storage of material	sum	1	R	-	R -
	8,5	<b>SUMS STATED PROVISIONALLY BY ENGINEER</b>					
A.32		Provisional Sum for control testing out to be carried out by an approved independent laboratory	Prov- sum	1	R 30 000,00		R 30 000,00
A.33		Provisional Sum for checking setting out to be carried out by an independent Engineering/Surveyor	Prov- sum	1	R 35 000,00		R 35 000,00
A.34		Provisional Sum for salary of the Community Liasion Officer	Prov- sum	1	R 40 000,00		R 40 000,00
A.35		Provisional Sum for mobile phone inclusive of call charges	Prov- sum	1	R 12 000,00		R 12 000,00
A.36		Provisional Sum for Geotechnical Report	Prov- sum	1	R 35 000,00		R 35 000,00
A.37		Provisional Sum or Engineers Office	Prov- sum	1	R 30 000,00		R 30 000,00
A.38		Compliance to requirements of Act 85 of 1993 : Occupational Health and Safety	Prov- sum	1	R 90 000,00		R 90 000,00
A.39		Percentage mark-up on above items for contractors overheads, administration charge and profit	%	R 272 000,00		R	-
<b>TOTAL SECTION C CARRIED TO SUMMARY</b>						<b>R</b>	<b>-</b>



BID NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVOIR AT MATSULU,  
ENTRANCE AND YOUTH CENTRE SECTION

**SECTION D: EARTHWORKS FOR RESERVOIR AND  
PIPEWORK**

Item No	Payment Clause	Description	Unit	Qty	Rate		Amount	
B.1	<b>SABS 1200C</b>	<b>SIT CLEARANCE</b> Clear and grub, including trees of girth up to 1m	m <sup>2</sup>	1 600	R	-	R	-
	<b>SABS 1200DB</b>	<b>TRENCH EXCAVATION</b> Excavate in materials for trenches, backfill and compact including disposal of over and up to:						
B.2	8.3.2(a)	a) 0.0 m to 1.0 m	m <sup>3</sup>	1 280	R	-	R	-
B.3		Excavate in all material for the sump inlet, outlet, scour and overflow, including	m <sup>3</sup>	480	R	-	R	-
		Extra over items B.2 and B3						
B.4		a) Intermediate excavation	m <sup>3</sup>	512	R	-	R	-
B.5		b) Hard Rock Excavation	m <sup>3</sup>	640	R	-	R	-
	<b>SABS 1200DM</b>	<b>SURFACE PREPARATION</b>						
B.6		Cut in all materials to form platform	m <sup>3</sup>	720	R	-	R	-
		Extra-over item B.6 for excavation in:						
B.7	5.2.3.3.a	Hard rock Excavation	m <sup>3</sup>	176	R	-	R	-
		Over excavate reservoir floor by 1m and backfill with excavated material in layers of not Preparation by ripping and compection to 93% MOD AASHTO density (150mm layers)	m <sup>3</sup>	192				
B.8					R	-	R	-
B.9		Reservoir foundation	m <sup>2</sup>	400	R	-	R	-
	<b>SABS 1200ME</b>	<b>FOUNDATION LAYER</b>						
B.10	8.3.2.6	Construct foundation from in-situ material, compacted to 95% MOD AASHTO density	m <sup>3</sup>	120	R	-	R	-
	<b>SABS 1200L</b>	<b>MEDIUM -PRESSURE PIPELINE</b>						
B.11	PSL	Supply, install, test and commision 110mm dia						
		Upvc pipe class 9 complete with fittings	m	450	R	-	R	-
B.12		Supply, install, test and commision 160mm dia						
B.13		Supply and install the subsoil-drainage pipe, consisiting of 160mm perforated or under drain pipe, commission and test the pipework and fittings	m	130	R	-	R	-
		Upvc pipe class 9 complete with fittings	m	250	R	-	R	-

## C3

BID NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVOIR AT MATSULU,  
ENTRANCE AND YOUTH CENTRE SECTION

	<b>8.3.2</b>	<b>EXCAVATION</b>					
	8.3.2.1	Excavate in all materials for trenches backfill, compact, and dispose of surplus/unsuitable material a) Exceeding 0,0 m but not exceeding 1,0 m b) Exceeding 1,0 m but not exceeding 1,5 m	m	90	R	-	R
B.14							
B.15			m	140	R	-	R
		<b>BEDDING AND BACKFILLING</b>					
	8.3.4	Imported backfill material from designated borrow-pit compacted to 90% Mod AASHTO density and finishing off of area, for:					
B.16		Bedding using material from excavation	m <sup>3</sup>	148	R	-	R
B.17		Backfilling using material from excavation and compact	m <sup>3</sup>	170	R	-	R
<b>TOTAL SECTION D CARRIED FORWARD</b>							<b>R</b>
							-

BID NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVOIR AT MATSULU,  
ENTRANCE AND YOUTH CENTRE SECTION

TOTAL SECTION D BROUGHT FORWARD							R	-
	<b>SABS 1200G</b>	<b>CONCRETE</b>						
C.1	8.4.2	Blinding layer, class 15 Mpa/19mm concrete, 75mm thick for all level where reinforced	m <sup>2</sup>	54	R	-	R	-
C.2	8.4.3	Concrete filling class 15 Mpa / 19mm concrete for anchor blocks, filling where ordered by	m <sup>3</sup>	6	R	-	R	-
C.3	PSG.10	No-fines concrete, as specified for the subsurface drain	m <sup>3</sup>	24	R	-	R	-
	8.4.3	Strength concrete, class 30 Mpa/ 19mm for the following:						
C.4		Floor slabs	m <sup>3</sup>	85	R	-	R	-
C.5		Columns and Column heads	m <sup>3</sup>	5	R	-	R	-
C.6		Reservoir Wall	m <sup>3</sup>	90	R	-	R	-
C.7		Roof slab	m <sup>3</sup>	85	R	-	R	-
C.8		Walls to Valve Boxes	m <sup>3</sup>	5	R	-	R	-
	8.3.1	Steel reinforcement consisting of deformed high-tension steelbars, including all cutting,						
C.9		In reservoir floor	t	9	R	-	R	-
C.10		In reservoir columns and Column heads	t	2,2	R	-	R	-
C.11		In reservoir wall	t	18	R	-	R	-
C.12		In reservoir roof	t	5	R	-	R	-
C.13		Walls to Valve Boxes	m <sup>3</sup>	0,5	R	-	R	-
C.14		Welded steel mesh reinforcement Ref 395 in valve chambers	m <sup>2</sup>	22	R	-	R	-
		<b>FORMWORK AND SCAFFOLDING</b>						
		<b>NOTE:</b> No-fines concrete as well as floor beams underneath floor joints will be cast						
	8.4.4	Finishing of concrete surfaces with steel float:						
C.15		Floorslab and roof slab	m <sup>2</sup>	730	R	-	R	-
	8,11	FORMWORK						
	8.2.1	Smooth						
C.16		Horizontal plane	m <sup>2</sup>	500	R	-	R	-
C.17		Vertical plane	m <sup>2</sup>	1750	R	-	R	-
C.18		Top of reservoir wall	m <sup>2</sup>	106	R	-	R	-
TOTAL SECTION D CARRIED FORWARD							R	-

BID NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVOIR AT MATSULU,  
ENTRANCE AND YOUTH CENTRE SECTION

TOTAL SECTION D BROUGHT FORWARD							R	-
C.16	PSG.7	Supply and install 150 mm centre-bulb rubber water stop in the wall / floor footing.	m	330	R	-	R	-
C.17		Supply and install pipe brackets for inlet and overflow-pipe	No	6	R	-	R	-
C.18		Supply and install roof ventilators on reservoir roof	No	6	R	-	R	-
C.19		Supply and install a 5mm Vastrap plate cover and frame for the opening in the reservoir roof	No	30	R	-	R	-
C.20	PC.1	Allow for the complete disinfection of the reservoir and all pipework	sum	1	R	-	R	-
C.21	PSG.11	Watertightness testing of reservoir and all pipework	sum	1	R	-	R	-
C.22		Casting, curing and testing of concrete cubes	No	60	R	-	R	-
C.23	PSH 8.3	Supply and install 4200 mm long stainless steel access ladder	No	1	R	-	R	-
C.24	PSH 8.3	Allow for complete disinfection of all reservoirs and all pipework	Sum	1	R	-	R	-
<b>Control Valve: Automatic Hydraulic control</b>								
C.25.1	PSL 8.5	Supply and install 110mm dia Control Valve with float valve	No	1	R	-	R	-
C.25.2	PSL 8.5	Supply and install 160mm dia Water Meter	No	1	R	-	R	-
C.25.3	PSL 8.5	Supply and install 160mm dia Strainer	No	1	R	-	R	-
C.25.4	PSL 8.5	Supply and install 160mm dia Non-Return Valve	No	1	R	-	R	-
C.25.5		Supply and install 150mm dia Control Valve with float valve	No	1	R	-	R	-
C.26		Supply and install 200mm dia Control Valve with float valve	No	1	R	-	R	-
C.27	PSL 8.5	Supply and install 200mm dia Water Meter	No	1	R	-	R	-
C.28	PSL 8.5	Supply and install 200mm dia Strainer	No	1	R	-	R	-
C.29		Supply and install 200mm dia Non-Return Valve	No	1	R	-	R	-
C.30	PSL	Supply and install 200mm dia Resilient Seal Flanged Gate Valve (with rising spindle and handwheel, clockwise closing)	No	2	R	-	R	-
C.31	PSH 8.3	Supply and install 3500mm high water level indicator	No	1	R	-	R	-

## C3

BID NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVOIR AT MATSULU,  
ENTRANCE AND YOUTH CENTRE SECTION

C.32	1200G	Supply and place 100mm thick of 19mm crushed stone on reservoir roof	m <sup>3</sup>	56	R	-	R	-
<b>TOTAL SECTION D CARRIED FORWARD</b>							<b>R</b>	<b>-</b>

<b>TOTAL SECTION D BROUGHT FORWARD</b>							<b>R</b>	<b>-</b>
<b>RESERVOIR AND ASSOCIATED WORK</b>								
<b>OUTLET AT RESERVOIR</b>								
C.33		315mm diameter steel pipe flanged, with a 460x315 bellmouth plain ended and a 90-degree bend	No	1	R	-	R	-
C.34		300mm diameter Class 16RSV flanged	No	1	R	-	R	-
C.35		315mm diameter extension piece, 1500mm long flanged and 315mm by 250 reducer	No	1	R	-	R	-
C.36		250mm diameter steel pipe flanged, with a 360x250 bellmouth plain ended and a 90-degree bend	No	1	R	-	R	-
C.37		250mm diameter Class 16RSV flanged	No	1	R	-	R	-
C.38		315mm diameter extension piece, 1500mm long flanged and 315mm by 250 reducer	No	1	R	-	R	-
<b>SCOUR AT RESERVOIR</b>								
C.39		200mm steel pipe, flanged one end, with a plain ended 300 x 200 bellmouth and 90-degree bend	No	1	R	-	R	-
C.40		250mm Class 16 RSV flanged	No	1	R	-	R	-
<b>TOTAL SECTION D CARRIED TO SUMMARY</b>							<b>R</b>	<b>-</b>

**PROVISION OF RETICULATION NETWORK AND RESERVOIR AT MATSULU ENTRANCE AND YOUTH CENTRE**

**SUMMARY OF BILLS**

SECTION	DESCRIPTION	AMOUNT
SECTION A	PRELIMINARY AND GENERAL WATER RETICULATION	R -
SECTION B	WATER RETICULATION	R -
SCHEDULE C	PRELIMINARY GENERAL FOR RESERVOIR	R -
SCHEDULE D	EARTHWORKS FOR RESERVOIR AND PIPEWORK	R -
<b>SUB-TOTAL 1</b>		<b>R -</b>
Allowance for Contingencies (10% of Sub-Total 1)		R -
Escalation (6% of Sub Total 1)		R -
<b>SUB-TOTAL 2</b>		<b>R -</b>
Value Added Tax at 15%		R -
<b>Total Amount of Tender Carried Forward to Form of Offer and Acceptance</b>		<b>R -</b>

**PART C3      SCOPE OF WORKS**

## PART C3: SCOPE of WORK

<b><u>CONTENTS</u></b>	<b><u>PAGES</u></b>
<b>C3.1 DESCRIPTION OF WORKS.....</b>	<b>C3.1-1</b>
C3.1.1 Employer's Objectives .....	C3.1-1
C3.1.2 Overview of the Works.....	C3.1-1
C3.1.3 Extent of Works.....	C3.1-1
C3.1.4 Location of the Works .....	C3.1-1
C3.1.5 Temporary Works .....	C3.1-1
<b>C3.2 ENGINEERING .....</b>	<b>C3.2-1</b>
C3.2.1 Design .....	C3.2-1
C3.2.2 Employer's Design .....	C3.2-1
C3.2.3 Contractor's Design .....	C3.2-1
C3.2.4 Drawings .....	C3.2-1
C3.2.5 Design Procedure .....	C3.2-2
<b>C3.3 PROCUREMENT .....</b>	<b>C3.3-1</b>
C3.3.1 Preferential Procurement.....	C3.3-1
C3.3.2 Subcontracting .....	C3.3-1
<b>C3.4 CONSTRUCTION .....</b>	<b>C3.4-1</b>
C3.4.1 Works Specifications.....	C3.4-1
C3.4.2 Project Specifications Relating to Standard Specifications .....	C3.4-2
<b>C3.5 MANAGEMENT .....</b>	<b>C3.5-1</b>
C3.5.1 Management of the Works.....	C3.5-1
<b>C3.6 HEALTH AND SAFETY.....</b>	<b>C3.6-1</b>
C3.6.1 Health and Safety Requirements and Procedures .....	C3.6-1
C3.6.2 Protection of the Public .....	C3.6-1
C3.6.3 Barricades and Lighting.....	C3.6-1
C3.6.4 Traffic Control on Roads .....	C3.6-2
C3.6.5 Measures Against Disease and Epidemics .....	C3.6-2
C3.6.6 Aids Awareness .....	C3.6-2



## C3.1: DESCRIPTION of WORKS

### **C3.1 DESCRIPTION OF THE WORKS**

#### **C3.1.1 EMPLOYER'S OBJECTIVES**

The Employer requires the provision of reticulation network and reservoir at Matsulu, entrance and youth centre section. The water reticulation network is situated at the Matsulu Township falling within of the City of Mbombela in the Ehlanzeni District, Mpumalanga Province.

The Employer desires that the work required be of a high standard and be completed in the shortest practical time whilst creating jobs for local labourers and contractors.

General labour rate to be as per the guidelines issued by the Department of Labour.

#### **C3.1.2 OVERVIEW OF THE WORKS**

The work will be carried using Labour- Intensive approach as much as possible. Labour-intensive works comprise the activities described in SANS 1921-5, Earthworks activities which are to be performed by hand, and its associated specification data. Such works shall be Constructed using local workers who are temporarily employed in terms of this Scope of Work.

#### **C3.1.3 EXTENT OF WORKS**

The work will be carried using Labour- Intensive approach as much as possible. Labour-intensive works comprise the activities described in SANS 1921-5, Earthworks activities which are to be performed by hand, and its associated specification data. Such works shall be Constructed using local workers who are temporarily employed in terms of this Scope of Work.

The Works to be carried out by the Contractor under this Contract comprise mainly the following:  
The construction of bulk main line in Matsulu entrance and youth centre (Mbombela Local Municipality)  
– Reticulation includes the following:

- Establishment of Contractor's camp site.
- The excavation of the trenches and installation of the pipes will be done conventionally due to the depth of trenches.
- Installation of reticulation Networks
- Bulk line for the package plant to reservoir and delivery line from the reservoir.

dd. Correction of defects in the Works in accordance with the requirements specified in the Contract Documents.

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

Approximate quantities of each type of work are given in the Schedule of Quantities.

#### **C3.1.4 LOCATION OF THE WORKS**

The project is located in Matsulu, a township in the Mbombela area within the City of Mbombela under the jurisdiction of the Ehlanzeni region of the Mpumalanga Province.

The start of the project coordinates for the proposed site are Latitude: 25°32'7.29"S, Longitude: 31°18'0.92"E.

**C3.1.5 TEMPORARY WORKS**

The Contractor shall, as relevant,

- a) provide temporary drainage works, temporary pumps and other equipment as might be necessary for the protection, draining and dewatering of the works; and
- b) Construct and maintain haulage, temporary access and construction roads, subject to the approval of the Employer, and permit the Employer, other Contractors, statutory bodies or any other person who might require legitimate access to or through the site for the purpose of executing legitimate business, free and unhindered usage of such roads.
- c) Temporary water connections, Contractor's offices, storage sheds, latrines, barricading of Works shall be located in an approved position and subject to the approval of all authorities concerned.
- d) Safety and Security of the Contractors' temporary works shall be at the Contractors' discretion.
- e) The camp shall be adequately guarded during or outside working hours.

**C3.2: ENGINEERING****C3.2 ENGINEERING****C3.2.1 DESIGN**

- (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 (if applicable) and their compatibility with the permanent Works.
- (c) The Contractor shall supply all details necessary to assist the Engineer in the compilation of the record drawings.

**C3.2.2 EMPLOYER'S DESIGN**

The Employer's Design is contained in the Tender Documentation and Drawings. Amendments to the design, if necessary, will be issued during the construction phase.

**C3.2.3 CONTRACTOR'S DESIGN**

Where the 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.

**C3.2.4 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 Employer's Agent. The Employer's Agent 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 Employer's Agent's Representative on a regular basis.

All information in possession of the Contractor, required by the Employer's Agent and/or the Employer's Agent's Representative to complete the as-built/record drawings, must be submitted to the Employer's Agent's Representative before a Certificate of Completion will be issued.

The Drawings prepared by the Employer for the permanent Works are listed below and are bound in a separate document or is attached at the back of this volume. The Employer reserves the right to issue and/or amended additional drawings during the Contract.

BID NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVOIR AT MATSULU,  
ENTRANCE AND YOUTH CENTRE SECTION

DRAWING LIST	
DRAWING NUMBER	DRAWING DESCRIPTION
COM17/2023-00-00	DRAWING INDEX
COM17/2023-01-01	MUTSULU: BULK WATER LINE & RETICULATION LAYOUT
COM17/2023-01-02	2ML RESERVOIR PLAN AND SECTION DETAILS
COM17/2023-02-01	WATER DETAILS: THRUST BLOCKS
COM17/2023-02-02	WATER DETAILS: PIPELINE MARKER
COM17/2023-02-03	WATER DETAILS: BULK METER MANHOLE COVER
COM17/2023-02-04	WATER DETAILS: AIR VALVE CHAMBER
COM17/2023-02-05	WATER DETAILS: SCOUR VALVE AND ISOLATION VALVE
COM17/2023-02-06	WATER DETAILS: HOUSE CONNECTION DETAILS
COM17/2023-02-07	WATER DETAILS: BULK INLET CHAMBER DETAILS
COM17/2023-02-08	WATER DETAILS: BREAK PRESSURE TANK DETAILS
COM17/2023-02-09	WATER DETAILS: PIPE SUPPORT DETAIL 01
COM17/2023-02-10	WATER DETAILS: PIPE SUPPORT DETAIL 02

**C3.2.5      DESIGN PROCEDURES**

Not applicable.

BID NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVOIR AT MATSULU, ENTRANCE AND YOUTH CENTRE SECTION

### **C3.3: PROCUREMENT**

#### **C3.3 PROCUREMENT**

##### **C3.3.1 PREFERENTIAL PROCUREMENT**

###### **C3.3.1.1 Requirements**

Tenders will be evaluated in terms of the City of Mbombela Preferential Procurement Policy. Points will be awarded for price and specific contract participation goals as contained in the Tender Data.

###### **C3.3.1.2 Resource standard pertaining to targeted procurement**

The Preferential Procurement Policy (PPP) of the City of Mbombela is applicable to this project. Refer to the Tender Data.

#### **C3.3.2 SUBCONTRACTING**

##### **C3.3.2.1 Scope of mandatory subcontract works**

- a) Pipe laying
- b) Install stand pipes
- c) Plant & Materials

However, local subcontractors should be considered provided they are capable.

##### **C3.3.2.2 Preferred subcontractors/suppliers**

Where possible, local subcontractors should be considered for subcontract work provided they are capable.

##### **C3.3.2.3 Subcontracting procedures**

The contractor is solely responsible for negotiating with local subcontractors.

##### **C3.3.2.4 Attendance on subcontractors**

Not applicable.

#### **C3.4 CONSTRUCTION**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

BID NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVOIR AT MATSULU, ENTRANCE AND YOUTH CENTRE SECTION

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### **C3.4 CONSTRUCTION**

#### **C3.4.1 Works specifications**

The applicable "Standard Specifications" shall be the document "Standard Specifications for Municipal Civil Engineering Works, Third Edition 2005", read together with the Particular Specifications.

Bidders, Contractors and Sub-Contractors shall obtain their own copies of the document "Standard Specifications for Municipal Civil Engineering Works, Third Edition 2005", for tendering purposes and for use for the duration of the Contract from the City Of Mbombela and shall bear all expenses in this regard.

The Standard Specifications have been written to cover all types of municipal civil engineering works and it may therefore cover work not applicable to this Contract.

The Particular Specifications together with the Drawings and Bill of Quantities clearly indicate the sections of the Standard Specifications which apply to this Contract

##### **C3.4.1.1 Particular Specifications**

The following Particular Specifications for work not covered by the SANS 1200 Standardized Specifications are also included hereunder:

PC: Trimming of site

PD: Maintenance

PE: Contingencies

PLI: Particular Specification for Generic Labour-intensive Specification

**Section C3.6 covers references to the Particular Specifications in the Standard Specifications as well as variations and additions to the Standard Specifications.**

Section C3.7 covers corrections and amendments to the Standard Specifications for Municipal Civil Engineering Works, Third Edition 2005

##### **C3.4.1.2 Variations and Additions to the SANS 1200 Standardized Specifications**

Variations and additions to the following SANS 1200 Standardized Specifications listed in C3.4.1 are given in section C3.4.6.

#### **C3.4.2 Site Facilities**

##### **1. Water Supply**

Potable water supply available

A reticulated potable water supply is to be installed as part of the Contract. The current tariffs applicable are available from the water and sanitation division. The Contractor can only draw water from fire hydrants specified by the municipality in exceptional circumstances and then only after written authority had been granted. When permission is granted, the water must be drawn through a metered stand pipe issued by the water and sanitation division.

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 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

**BID NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVOIR AT MATSULU, ENTRANCE AND YOUTH CENTRE SECTION**

The Contractor shall cease to operate until other arrangements have been made for the supply of water. No claims for delay so caused will be considered.

No warranty is offered or given by the Employer that the existing available reticulated water supply will necessarily be adequate for the Contractor's purposes nor that such supply is in any way guaranteed.

All charges as may be levied by the responsible water supply authority in respect of water consumed by the Contractor shall be for the Contractor's account and payment to the Contractor in respect thereof shall, in accordance with the provisions of subclause C3.4.2.2(b), be deemed to be included in the sums bided by the Contractor for the various Preliminary and General items listed in the Schedule of Quantities, as well as in the rates bided by the Contractor for the various other items listed in the Schedule of Quantities which require the consumption of water.

The Contractor shall, when reasonably required by the Engineer, produce documentary proof that all amounts as may have become due and payable by the Contractor to the responsible water authority have been promptly paid in full.

## **2. Electricity power Supply**

The Contractor shall make his own arrangements for the supply of electricity power to suit his own and the Employer's Agent's requirements and operations. The cost of providing connections any transformer sub-stations and switch gear, generators fuel and and/or overhead power lines or underground cables required to supply the electric power shall be included in the rates entered in the Schedule.

The cost of electric power consumption for construction, rock drilling. Machinery operations a lighting, ventilation and domestic use are to be included in the rates in the schedule of Quantities for the various construction and operations.

## **3. Access Roads**

Where the locality of works requires it, the Contractor shall grade or construct. And keep in good and constant repair, temporary access roads connecting public roads in the vicinity with the works. Such roads must be of a sufficiently high standard for reliable access of heavy transport vehicle in all weathers and shall communicate with all parts of the works.

## **4. Use of Site**

All notice boards. Sign boards and advertisement at the site shall be subject to the Employer's Agents approval. The Contractor shall take all precautions to preserve trees other than those which, of necessity, must be removed for the purpose of fulfilling the Contract.

The Contractor shall maintain the site in a clean, orderly and sanitary condition and shall take all necessary steps and precautions to prevent the pollution of the surrounding area by his employees or animals in any way. These steps and precautions shall be to the satisfaction of the Employer's Agent and Medical Officer of Health of Madibeng.

## **5. Precautions against Nuisance**

The Contractor's attention is drawn to the fact that operations are being conducted in a semi-urban area and in the presence of traffic. Special precautions must be taken to protect the public and to prevent unnecessary noise, dust or other nuisance.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**BID NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVOIR AT MATSULU, ENTRANCE AND YOUTH CENTRE SECTION**

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Plant used on the works shall be as efficiently silenced as possible and noisy operations will be permitted only between the hours of 7H00 am and 5H00 pm. Any work outside normal hours will be permitted only on the written authority of the Employer's Agent.

Whenever machinery is excavating or loading material which is liable to form a dust nuisance, an effective method of spraying water over the cut area and loaded material shall be installed. Tarpaulins shall be provided to cover trucks and prevent dust blowing from loads during transport.

Any rock or debris falling from trucks on the roads in use by the public shall be removed immediately. Precautions shall be taken to prevent fouling of public roads of completed construction by trucks transporting muddy material. The Employer's Agent may order the Contractor continuously to broom off and clean roads where the mud tracking of vehicles or falling debris may constitute a danger to the travelling public.

### **6. Sanitary Accommodation**

The Contractor shall provide, maintain, move to position as required and finally remove proper sanitary accommodation at each work. Front sanitary accommodation shall be properly screened and its use strictly enforced. The situation of sanitary accommodation prescribed in terms of the Sanitary General By-Laws shall be approved by the Employer's Agent as being convenient for the person whose use it is intended.

The sanitary accommodation provided must be adequately ventilated. Properly disinfected and kept in a thoroughly clean condition at all times.

The Contractor shall make arrangements for the provision of the sewer connection in the case of water closets or the removal of pails in the case of pail closets.

The Contractor shall bear all costs associated with the provision of sanitary accommodation. Compensation for these costs will be made under the relevant item in the schedule of Quantities.

### **7. Work in Servitudes**

The Contractor shall give 7 days' advance notice to both the Employer's Agent and the property owner of his intention to commence work in servitude. The Contractor shall not permit his workmen and labourers to use the servitude as a temporary right-of-way and shall carry out the work expeditiously and with minimum inconvenience to the occupiers and to owners of adjacent property.

The Contractor shall take all necessary precautions for the protection of person's livestock, buildings and property. The soil shall be kept segregated and all gardens, fences, path etc. shall be reinstated to their former condition.

Where acquisition of servitude has been finalized it may not be possible to obtain continuity of the work. The Contractor will be required temporarily to omit such sections until instructed that the work may proceed.

No extra payment will be made to the Contractor should it be necessary to omit sections and return to them later. It is not intended, however, that the Contractor should be called upon to return to the Site after all

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 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

BID NO: COM17/2023

PROVISION OF RETICULATION NETWORK  
AND RESERVOIR AT MATSULU, ENTRANCE AND YOUTH CENTRE SECTION

other sections of the Contract have been completed and the Contractor has removed his plant and equipment. Trees removed in servitude shall remain the property of the stand owners if required by them.

**8. Access to Premises**

The Contractor shall maintain adequate access to all public and private properties at all times unless otherwise sanctioned by the Employer's Agent. Details of the proposed methods of providing access shall be submitted to the Employer's Agent for approval before such access is restricted. Any claims arising from impeded access shall be wholly the responsibility of the Contractor.

Provision shall be made to allow sanitary services to stand to be unimpeded.

Where necessary to permit access or egress, the Contractor shall provide for the laying of planks or other excavated and filled works or over concrete or asphalted surfaces in order to protect the work from damage.

Any temporary wooden bridges shall be provided with suitable tubular or other hand rail and horizontal member shall be placed at 0,3m, 0,9m and 1,2m above the level of the boards.

Vehicular access shall be maintained to properties at the end of each day's work unless the Contractor as made alternative arrangement with the owners.

**9. Waterways**

Free waterways shall be maintained in gutter, drains streams. Etc. and existing conditions shall not be changed by deposition spoil in waterways or by diverting water into private property

The Contractor shall settle all claims and make good any damage at his own expense should flooding of public property occur through waterways being obstructed or diverted as a result of his operations.

**10. Permits and wayleave**

The Contractor shall be responsible to obtain all the wayleave required under this Contract. A separate payment item has been included under Section 1200 A of the Schedule of Quantities to compensate the Contractor for all his expenses to obtain the wayleave.

The wayleave to be obtained by the Contractor consists mainly of the following:

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**BID NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVOIR AT  
MATSULU, ENTRANCE AND YOUTH CENTRE SECTION**

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**C3.4.3 Features requiring special attention****(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) 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 Employer's Agent 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.

The Contractor shall inform the Engineer of any control testing to be done at least 48 hours before such tests are required and must allow in his program for the time necessary for the tests and the processing of the results thereof.

The test results for tests conducted each month shall be submitted together with the interim payment certificate for that month. Failure to conduct the tests as per the specifications will result in non-payment of the Contractor's claim until such tests are conducted and results certified to have met requirements.

The handling, storage, transport, and erection of equipment, machinery, and materials shall be strictly in accordance with the requirements of the supplier and/or manufacturer. All materials shall be new and of the best quality available unless otherwise specified. They must function satisfactorily under prevailing climate and weather conditions at the place of installations.

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 C3.4.2.5(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 C3.4.2.5(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 C3.4.2.5(c)(i)**

**BID NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVOIR AT  
MATSULU, ENTRANCE AND YOUTH CENTRE SECTION**

The costs of all testing carried out by the independent laboratory in accordance with the requirements of subclause C3.4.2.5(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 C3.4.2.5(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) Additional tests required by the Engineer**

The costs of any additional tests required by the Engineer in terms of subclause C3.4.2.5(b)(i): Additional testing required by the Engineer, shall be reimbursed to the Contractor against substitution of the Provisional Sum allowed therefore in the Schedule of Quantities; provided always that the costs of any such additional tests ordered by the Engineer, the results of which indicate that the quality of the materials utilised and/or the standard of workmanship achieved are/is not in accordance with the specifications, shall not be reimbursable to the Contractor

**(c) Sub-Contract's**

All matters pertaining to Sub-Contract's (including Nominated Sub-Contract's) and the work executed by them shall be dealt with directly between the Employer's Agent and the Contractor in the context of all Sub-Contract work being an integral part of the Works for which the Contractor is responsible. The Employer must be supplied with a copy of the contract/agreement for records.

The Engineer will not liaise directly with any Sub-Contract's nor will he issue instructions concerning the Sub-Contract works directly to any Sub-Contract.

All matters arising from the Sub-Contract agreements shall be dealt with directly between the Contractor and the Sub-Contract's and the Employer's Agent will not become involved.

**(d) Opening up and closing down of designated borrow pits**

Measurement and payment for opening up and closing down designated borrow pits, including removing and stockpiling overburden and restoring the Site, shall be made under item 8.3.4 of SANS 1200 D. This item applies to all borrow material required under this Contract.

The requirements of subclause 5.2.2.2 of SANS 1200 D regarding the opening up, maintenance and closing down of borrow pits shall be adhered to.

**C3.4.4 Plant and construction equipment**

**The Contractor is encouraged to hire plant and construction equipment from local community where possible.**

All items of plant used on the works shall be approved, modern, efficient plant, well suited to the purpose for which the Contractor uses them and shall be properly maintained items of plant which leak oil or which, in the opinion of the Employer's Agent's generate excessive noise, smoke, or other nuisance shall be removed from the works. The Employer's Agent's decision in this respect shall be final and binding upon the Contractor

All vehicles used on the works are to be sound mechanical condition and shall conform to and be operated in accordance with the Northwest Provincial Ordinance and the Northwest Provincial Road Traffic regulations. All vehicles must be fully insured against accident or loss including third party risk and the Contractor shall produce evidence of this if required by the Employer's Agent.

**BID NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVOIR AT  
MATSULU, ENTRANCE AND YOUTH CENTRE SECTION**

The Contractor shall be deemed to have established the extent to which mechanical plant can be used for excavating and refilling before the submission of its tender. The Employer's Agent's authority to use mechanical plant will not be unreasonably withheld, but if in the Employer's Agent's opinion, circumstances exist which make it desirable that the use of plant should be suspended either temporarily or permanently, the Contractor shall change the method of performing the work affected at his own cost and he shall be deemed to have no cause for claim if any order issued by the Employer's Agent results in the mechanical plant having to stand idle for a period of any duration whatsoever or having to be removed.

In particular, where it is impossible due to proximity to existing structures or services to excavate except by hand methods then in such cases it shall be deemed reasonable for the purpose of this clause for the Employer's Agent to withhold authority to use mechanical plant.

**C3.4.4.1 Facilities provided by the Contractor****(a) Facilities 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 bidden Preliminary and General items until the facility has been provided or restored as the case may be.

**i). Office accommodation**

The Contractor shall provide on the Site One office for the exclusive use of the Engineer. Such office 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.

**iii). Contract nameboards**

The Contractor shall provide, erect and maintain one Contract name board at such positions and locations as are directed by the Employer's Agent, in accordance with the requirements set out in SANS 1200 AB (as amended).

The Contractor shall before order or manufacturing any such Contract nameboard, obtain the Employer's Agent's written approval in respect of all names and wording to appear on the Contract nameboard.

**iv). 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 and his staff:

- 1 upright reading automatic level with tripod.
- 1 metric levelling staff with protective cover bag.
- 6 ranging rods.
- 1 100 metre Stilon tape measure.
- 1 ± 2 kg hammer.

Whenever reasonably required by the Engineer, the Contractor shall, in accordance with the requirements of SANS 1200 AB (as amended), make available to the Engineer or his representative, the following additional survey equipment:

**• Survey assistants**

The Contractor shall, in accordance with the requirements of subclause 5.5 of SANS 1200 AB, make available to the Engineer, two (2) survey assistants.

**BID NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVOIR AT MATSULU, ENTRANCE AND YOUTH CENTRE SECTION**

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- vi). All computer hardware shall be provided complete with the requisite connecting cables and all interfacing devices and software necessary for its efficient operation as an integral system.

The following software shall be properly installed on the computer, and the original licence agreements and disks shall be provided to the Engineer for safekeeping:

- (a) Microsoft Windows 10
- (b) MS-Office business/ Microsoft 365
- (c) Laptop -i7;16GB RAM; 500GB; SSD or 1TB HDD

All computer equipment provided shall be kept fully serviceable at all times by the Contractor. The Contractor shall have any defective equipment repaired or replaced at his own cost within 12 hours after notification by the Employer's Agent staff.

The Contractor shall further provide at his own cost, all paper and black ink cartridges and other consumables reasonably required by the Engineer.

- vii). Electricity supply for the Engineer

All electricity supply to the Employer's Agent office(s) and laboratory (if applicable), whether provided by the Contractor by way of a reticulated supply from a local authority or other authorized 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.

- viii). Site instruction book

The Contractor shall keep a triplicate book for site instructions on the Site at all times. ix).

Housing for Employer's Agent Representative (Example only)

The Engineer will provide housing for the Employer's Agent Representative. The housing and the relevant services and local authority rates and charges shall be paid by the Contractor on the written instruction of the Engineer, from a Prime Cost Sum included in Section 1200 A of the Schedule of Quantities for this purpose.

The Contractor is entitled to a percentage of the value of each payment to the Engineer to cover his expenses in this regard. (See item PSA 8.6.)

**C3.4.5 Materials****3.4.5.1 General**

All material supplied shall be to SANS, JASWIC and the General Managers applicable specification as amended or where no such specification, to the approval of the Employer's Agent. Specification not contained in the document may be examined by arrangement at the water and sanitation Division. It will be required from each Contractor to supply proof of conformation to the relevant SANS specifications of all material envisaged to be used on the Contract to the Employer's Agent for his approval

**C3.4.5.2 Storage**

All materials shall be stored in storage areas which shall be agreed by Employer's Agent and shall be fenced with 1, 8 m high chain link fencing and a lockable gate. Pipes shall be stacked off the ground. Pipes shall be covered to prevent deterioration through ultra-violet attack.

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BID NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVOIR AT  
MATSULU, ENTRANCE AND YOUTH CENTRE SECTION

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**C3.4.6 General Matters****1. Consumer Complaints**

Save in respect of the liability arising from clause 21, the Contractor's responsibility in respect of no water or poor pressure complaints arising out of the execution of the Contract shall be limited to ensuring that an adequate cold-water supply exists to the complainant's property.

**2. Advertisement in the Media and Notifications to consumers**

The Employer's Agent will arrange any media advertisement necessary for warning the public of any shut down of supply necessary, in his opinion, for the proper execution of the works. The Contractor must however, give at least 14 (fourteen) days' notice to the Employer's Agent of his requirements in the respect. Specifically, media advertisements will be arranged when the number of consumers affected by a shutdown is such that issuing notices to individual consumers as provided hereunder is impracticable. Planned interruptions of water supply shall only be permitted between 09h00 and 15h00 unless otherwise authorized in writing by the Employer's Agent.

The Contractor shall give all consumers affected at least 24 hours' notice in writing of his proposals in regard to every planned interruption of water supply necessary for the execution of his work. Failure to do will result in the suspension of work for a period as determined by the Employer's Agent.

The Contractor shall give written notice to all consumers adjacent to the planned route of work to be done. This notice shall be given well in advance of the starting date of construction. The notice will inform the residence that all grass, irrigation and valuable must be removed beforehand.

**3. Use of Explosives**

Explosiveness shall not be used without the written permission of the Employer's Agent. A procedure must be issued prior to the works for approval by the Employer's Agent.

**C3.4.7 Construction Issues****1. Excavation, backfilling and reinstatement**

Excavation, backfilling and reinstatement shall be carried out in accordance with the project specification and the standard specification for municipal civil Engineer work all excavations shall be performed in terms of the construction Regulation 2014 of the occupational Health and safety Act.

**2. Clearing and Grubbing**

If any paving is to be removed to place the new water pipeline in position the rate for the breaking out and removal of the paving shall be claimed under 8.3.2.1 section 1200D in the schedule of Quantity. No clearing and grubbing will be paid where the new pipelines are to be laid on the sidewalk (area between the road and the erf boundary fence)

It must be noticed that the area between the erf boundary and the road must be clean, with no stones or rocks which can damage any machine used to cut the lawn

**3. Excavations****a) Trenches - General**

Trenches shall be back filled level with adjacent surfaces immediately after completion of pipe laying. Should pipe laying not be complete before is due to cease for the day the Employer's agent shall be entitled to instruct the Contractor to backfill the trench and re-excavate it the following morning in order to complete pipe laying. The cost of the above shall be included in the Contractor's rates for excavation.

**BID NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVOIR AT  
MATSULU, ENTRANCE AND YOUTH CENTRE SECTION**

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Pads shall be fitted to the outriggers of excavating plant to prevent damage to road surface. Damage to any surfaces beyond the trench widths specified shall be repaired at the Contractor's expense.

b) Trenches Across Roads

Even if a trenching machine is used road surfaces shall first be cut with a diamond tipped saw or other approved method. After the trench has been backfilled and compacted the road surface has to be cut again, 200mm from the edge on both sides of the trench.

The length of premix cut shall be measured and paid for under the relevant item on the bill. Section 1200D as provided in the schedule of Quantities. The complete closure of any road shall not be permitted without the written consent of the Employer's Agent.

During the time that the trenches have been backfilled and the time that the Municipality reinstates the road surfaces, the Contractor will be responsible for the maintenance on the road.

The trench will be backfilled above the selected material with G4 material in 150mm layers stabilized with 3% cement, compacted to 95% MOD AASHTO and paid for under relevant item on the bill. Section 1200D as provided in the schedule of Quantities. No haulage will be paid separate but the rate for haulage must be included in 8.2.5 Section 1200LB.

c) Trenches – Paving and driveways act

The last 450mm of backing in the trench will be done with G4 material compacted to 95% MOD AASHTO payment will be in accordance with 8.3.21. Section 1200D, no haulage is payable.

d) Removal of Excavated Material

Excavated material shall not remain on the work site for more than 48 hours

The Contractor's scheduled rates shall cover the cost of complying with this restriction including inter alia the cost of removing off site to temporary and then returning to site, excavated material suitable for use as backfill or bedding. No haulage will be paid separately but the rate for haulage must be included in 8.2.5. Section 1200LB.

e) Maintenance of Excavations

Existing mains are in general local at a cover depth from 0,6m to 1,5m and excavation to at least this depth will be required for tie-ins etc.

The Contractor shall be solely and entirely responsible for maintaining excavations in a safe condition and this responsibility shall be in no way diminished by any instruction by the Employer's Agent to take additional or improved protected or precautionary measures

It should be noted by Bidders that plastic tape is not regarded as adequate protection around excavations and its use for that purpose shall not be allowed.

Barricades with two (2) horizontal bars will be used. The top bar must be at least 1.2m high. Both bars must be chevron painted-red white. The rate must include full compensation for the moving and maintenance of all barricades for the duration of the Contract.



BID NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVOIR AT  
MATSULU, ENTRANCE AND YOUTH CENTRE SECTION

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f) Classification For Excavation Purposes

The Engineer shall classify excavated materials as Soft Class and Rock will be measured individually as extra-over items.

**TABLE 1: Classification Of Materials**

CLASSIFICATION	DESCRIPTION
Soft	All material other than rock
Rock	Material which cannot be economically fragmented and loosened for removal by hand implements and pneumatic tools, except by drilling and blasting or the use of rock breaking equipment.

In the first instance, the classification shall be based on the descriptions given in Table 1. In the event of disagreement between the Contractor and the Engineer, the Engineer shall reclassify the material in accordance with relevant specifications and without being unreasonable to the Contractor. The decision of the Engineer on the classification shall then, subject to the provisions of the Contract, be final and binding.

The Contractor shall notify the Engineer of the presence of what he considers to be rock immediately upon discovery thereof. The Engineer will inspect the material and decide whether or not it warrants the use of pneumatic tools or rock breaking equipment. In the case of isolated boulders set in a soil matrix, the Engineer may order the Contractor to either widen the excavation or roll the boulders sideways or lift the boulders out from the trenches.

In the event that the Engineer decides that the use of pneumatic tools, rock breaking equipment, or blasting is necessary, he will classify the material accordingly and arrange for the quantity thereof to be measured. The Construction Manager will supply necessary pneumatic equipment and arrange for others to break up rock into manageable pieces.

g) Depth of Exactions

The minimum cover to new mains shall be 1 200mm.

h) Intermediate Material

Intermediate material will be classified as material where the use of pneumatic tools such as paving breakers before removal.

i) Hard Material

Hard material will be classified as material where mechanical plant, such as compressors and jackhammers or blasting is required.

**4. Testing of Backfill Material**

The compacted density of the backfill material shall be in accordance with section 202 of the standard specification.

If the required compacted density cannot be achieved with the excavated material, G4 material will be imported and compacted to the required density for base layers. Payment will be made under 8.3.21. Section 1200D of the Standard Specification and no haulage will be paid separately, but the rate for haulage must be included in 8.2.5. Section 1200LB

The Contractor will be required to submit at least 3 lab tests for compaction, or as required by the Employer's Agent, per block completed and one per road crossing. No payment will be approved if the tests have not been included in the rates. No additional payment will be done for the compaction tests.

**BID NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVOIR AT  
MATSULU, ENTRANCE AND YOUTH CENTRE SECTION**

---

**5. Reinstatement**

The Contractor shall be responsible for the maintenance and reinstatement of damage caused by him or his agents/deliveries to any property (Private or State Owned), fauna and flora and rights of way.

The Contractor shall take cognisance of the aforementioned items and should allow in his rates tendered for any costs that could be incurred due to damages by the Contractor.

**6. INSPECTION AT INTERMEDIATE STAGES OF CONSTRUCTION**

The Contractor shall call for an inspection of the works at the following remediate stages of construction.

- I) After completion of the trench excavation and of the trench bottom, and before any pipe is laid
- II) After the selected backfill, material has been placed around the pipe; and before the remainder of the trench is backfilled.

Work shall not progress through the specified stages without the approval of the Employer's Agent or his representative on site.

Failure to comply with the provision of this clause shall result in the suspension of work for a period as determined by the Employer's Agent.

**7. EXTENSION OF TIME DUE TO UNPREDICTABLE WEATHER CIRCUMSTANCES**

Extension of time will not be considered for normal adverse weather conditions but only for abnormal rainfall or saturated conditions and will be calculated in accordance with Sub-Clause 5.12.2.2 method 1 of the special Conditions of Contract.

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

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

For this project the rainfall formula will only apply as background information, or dispute resolution. Extension of time for rainfall will only be granted on Actual Delays experienced; noted and agreed upon by the engineer.

**8. PIPE AND MANHOLE TESTS**

The Contractor shall arrange for his own process control tests. The Contractor will be expected of to employ the services of the existing established laboratory on site. T Contractor must submit the results of tests carried out on materials and workmanship when submitting work for acceptance by the Employer's Agent. The costs for these tests shall be deemed to be included in the relevant rates and no additional payment will be made for testing as required.

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

**BID NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVOIR AT  
MATSULU, ENTRANCE AND YOUTH CENTRE SECTION**

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**9. Replacement of Leads (Pipe Jacking)****a) Trenchless Construction**

A horizontal boring or auger machine shall be used for the installation of pipes under paved surfaces and road crossing where soil condition permits any plant used for the purpose of demonstrating whether trenchless construction is practical or not shall be in good order. Where soil conditions preclude the use of boring or auger machines under paved surfaces and road crossing. Leads shall be installed by open trenching.

Approval for open trenching must be obtained from the Employer's Agent under these circumstances' trenches shall be backfilled immediately after completion of pipe laying should pipe laying not be complete before work is due to cease for the day, the Employer's Agent shall be entitled to instruct the Constructor to backfill the trench and re-excavate it the following morning in order to complete pipe laying. The cost of the above shall be included in the Contractors rates for excavation.

If a trenching machine is used for road crossing. The road shall first be cut with a diamond tipped saw or other approved method, all trenches across the road shall be cut at right angles to the kerb. Damage to the road surface beyond the trench widths specified shall be repaired at the Contractors expense.

The length on premix cut shall be measured and paid for under item providing for in the schedule of quantities (refer to 8.3.2.1 Section 1200d)

**C3.4.8 Contractor's Employees****1. MINIMUM EMPLOYMENT CONDITIONS FOR CONVENTIONAL CONSTRUCTION WORKS**

Contractors shall comply with the Basic Conditions of Employment Act (Act No 75 of 1997).

As a determination has not been made in terms of the aforesaid Act for the building sector, the minimum employment conditions which will apply to this Contract shall be guided by the Sectoral Determination: Civil Engineering Sector published in the Government Gazette dated 2 March 2001.

The following minimum conditions shall apply to this Contract and Contractors shall include such conditions in employment Contracts.

**1.1 Employment Contracts**

The Contractor shall enter into an employment Contract with every one of his/her employees, including short-term Contracts i.e., Contracts in which employment commencement and employment termination dates are specified. Short-term employment Contracts will also apply an employee employed for only one day (see proforma Contract on Annexure 1).

**1.2 Normal working hours**

Normal working hours are from 07:00 to 17:00 from Monday to Friday. A tea break is taken from 09:00 to 09:15 and lunch from 12:30 to 13:00.

Actual hours to work and be paid for is 9 hours per day. If a lunch break of one (1) hour is taken then the normal working day will be as follow:

Morning work sessions from 07:00 to 12:00, lunch break from 12:00 to 13:00, and afternoon sessions from 13:00 to 17:00.

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**BID NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVOIR AT  
MATSULU, ENTRANCE AND YOUTH CENTRE SECTION**

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**1.3 Minimum wages**

Minimum wages shall be according to the Government Gazette rates for the Department of Labour. For a full day's work, the hourly rate shall be multiplied by 9. Normal 5-day week hours of work shall be 45 hours and the wage calculated according to the applicable hourly rate.

Overtime pay shall be 1.5 times the ordinary wage. An

employee shall be paid fortnightly.

**1.4 Short time (excluding short time due to inclement weather)**

If for reasons, which may be ascribed to the employee, e.g., arriving late for work or taking an afternoon off, the hours not worked shall be deducted from the daily wage calculation.

**1.5 Short time resulting from inclement weather**

- i. If the Contractor informs his/her employees that no work will be done the following day due to inclement weather, no payment will be due to the employee for such a day.
- ii. If the Contractor has not informed his/her employees that no work will be done due to inclement weather and no work or less than four (4) hours of work is possible during a day, the Contractor must pay the employee for four (4) hours of work. If more than four (4) hours of work is done, the Contractor shall pay the employee for the number of hours worked.

**1.6 Vacation leave**

If an employee has been in full time employment for more than four (4) months, he/she shall be entitled to 1 day's paid leave for every seventeen (17) days the employee worked or was entitled to payment.

**1.7 Family responsibility leave**

If an employee has been in full time employment for more than four (4) months, he/she shall be entitled to three days paid leave in a leave cycle of thirty-six (36) months of employment:

- i. When the employee's child is born;
- ii. When the employee's child is sick;
- iii. In the event of death of the employee's spouse or life partner, parent, grandparent, child or grandchild.

The employee shall provide the required proof to the Contractor of the event, failing which the leave shall be unpaid leave

**1.8 Maternity leave**

At least four (4) months unpaid leave.

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**BID NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVOIR AT  
MATSULU, ENTRANCE AND YOUTH CENTRE SECTION**

---

**1.9 Sick leave**

The employee shall be entitled to one (1) day's paid sick leave of normal wages for every twenty-six (26) days worked.

If an employee is absent for three (3) or more consecutive days, the employee shall provide a sick certificate from a registered medical practitioner to qualify for sick leave payment. If such certificate is not provided, no sick leave payment will be due to the employee.

**1.10 Piece work**

Irrespective of the quantity of work done under a piece work system during a working week, the employee shall be entitled to a minimum of a week's wages determined as if no piece work applied.

The Contractor or employee may terminate an employment Contract by giving notice of termination of not less than:

- i. On short period Contract s i.e., a Contract which states from which date work employment commences and on which day employment terminates, the terms of the employment Contract shall apply;
- a. One week if employee has been employed for four (4) weeks or less, unless it is a short-term project;
- ii. Two (2) weeks if employee has been employed for more than four (4) weeks but not more than one (1) year;
- iii. Four (4) weeks if employee has been employed for more than one year.

**2. EMPLOYMENT CONDITIONS FOR LABOUR INTENSIVE WORKS AND CONSTRUCTION**

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 N<sup>o</sup> R63 of 25 January 2002, as reproduced below, shall apply to works described in scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.

This clause 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.

**2.1 Terminology**

- (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) "Workers" 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;

**BID NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVOIR AT MATSULU, ENTRANCE AND YOUTH CENTRE SECTION**

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- (g) "Task-based work" means work in which a worker is paid a fixed rate for performing a task;
- (h) "Task-rated worker" means a worker paid on the basis of the number of tasks completed;
- (i) "Time-rated worker" means a worker paid on the basis of the length of time worked.

**2.2 Terms of Work**

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

**2.3 Normal Hours of Work**

- 2.3.1 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.
- 2.3.2 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.
- 2.3.3 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.

**2.4 Meal Breaks**

- 2.4.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- 2.4.2 An employer and worker may agree on longer meal breaks.
- 2.4.3 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.
- 2.4.4 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.

**2.5 Special Conditions for Security Guards**

- 2.5.1 A security guard may work up to 55 hours per week and up to eleven hours per day.
- 2.5.2 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.

**2.6 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.

**2.7 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").

BID NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVOIR AT  
MATSULU, ENTRANCE AND YOUTH CENTRE SECTION

---

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

- 2.8.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.
- 2.8.2 Work on Sundays is paid at the ordinary rate of pay.
- 2.8.3 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.
- 2.8.4 A time-rated worker who works on 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 of more than four hours on the public holiday.

## **2.9 Sick Leave**

- 2.9.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.
- 2.9.2 A worker who is unable to work on account of illness or injury is entitled to claim one day's sick leave for every full month that the worker has worked in terms of a Contract.
- 2.9.3 A worker may accumulate a maximum of twelve days' sick leave in a year.
- 2.9.4 Accumulated sick-leave may not be transferred from one Contract to another Contract.
- 2.9.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- 2.9.6 An employer must pay a time-rated worker the worker's daily rate for a day's sick leave.
- 2.9.7 An employer must pay a worker sick pay on the worker's usual payday.
- 2.9.8 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.
- 2.9.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorized to issue medical certificates indicating the duration and reason for incapacity.
- 2.9.10 A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational injuries and Disease Act.

## **2.10 Maternity Leave**

- 2.10.1 A worker may take up to four consecutive month's unpaid maternity leave.
- 2.10.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.
- 2.10.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- 2.10.4 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.
- 2.10.5 A worker may begin maternity leave –
  - (a) four weeks before the expected date of birth; or
  - (b) on an earlier date –
  - (c)
    - 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
- (d) 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.
- 2.10.6 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.
- 2.10.7 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.

**BID NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVOIR AT MATSULU, ENTRANCE AND YOUTH CENTRE SECTION**

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**2.11 Family Responsibility Leave**

2.11.1 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.

**2.12 Statement of Conditions**

2.12.1 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.

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

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

**2.13 Keeping Records**

2.13.1 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.

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

**2.14 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.

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

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

2.14.3 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.

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

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

2.14.6 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.

2.14.7 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;



**BID NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVOIR AT MATSULU, ENTRANCE AND YOUTH CENTRE SECTION**

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- (c) the worker's earnings;
- (d) any money deducted from the payment;
- (e) the actual amount paid to the worker.

2.14.8 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.

2.14.9 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.

**2.15 Deductions**

- 2.15.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- 2.15.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- 2.15.3 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.
- 2.15.4 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.

**2.16 Health and Safety**

- 2.16.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
- 2.16.2 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 behavior by another person to their employer or manager.

**2.17 Compensation for Injuries and Diseases**

- 2.17.1 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.
- 2.17.2 A worker must report any work-related injury or occupational disease to their employer or manager.
- 2.17.3 The employer must report the accident or disease to the Compensation Commissioner.
- 2.17.4 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.

**2.18 Termination**

- 2.18.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.
- 2.18.2 A worker will not receive severance pay on termination.
- 2.18.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the manager the employer in advance to allow the employer to find a replacement.

BID NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVOIR AT  
MATSULU, ENTRANCE AND YOUTH CENTRE SECTION

- 2.18.4 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 of the balance for the 24-month period.
- 2.18.5 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.

### 2.19 Certificate of Service

On the 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.

### 2.20 Contractor's default in payment to Labourers and Employees

- (a) Any dispute between the Contractor and labourers, regarding delayed payment or default in payment of fair wages, if not resolved immediately may compel the Employer to intervene.
- (b) The Employer may, upon the Contractor defaulting payment, pay the moneys due to the workers not honoured in time, out of any moneys due or which may become due to the Contractor under the Contract.

### 2.21 Provision of Hand tools

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

#### 2.21.1 Reporting

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

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

## 3. LABOUR INTENSIVE COMPETENCIES OF SUPERVISORY AND MANAGEMENT STAFF

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

Emerging Contractors shall have personally completed, or for the period 1 April 2004 to 30 June 2005 be registered on a skills programme for the NQF level 2-unit standard. All other site supervisory staff in the employ of emerging Contractors must have completed, or for the period 1 April to 2004 to 30 June 2005 be registered on a skills programme for, the NQF level 2-unit standards or NQF level 4-unit standards.

BID NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVOIR AT  
MATSULU, ENTRANCE AND YOUTH CENTRE SECTION

**TABLE 1: SKILLS PROGRAMME FOR SUPERVISORY AND MANAGEMENT STAFF**

Personnel	NQF level	Unit standard titles	Skills programme description
Team leader/ supervisor	2	Apply Labour Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, and
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	any one of these3-unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Foreman/ supervisor	4	Implement labour intensive Construction Systems and Techniques/	This unit standard must be completed, and
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	any one of these3-unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Site Agent/ Manager (i.e the Contractor's most senior representative that is resident on the site.	6	Manage Labour Intensive Construction Processes	Skills Programme against this single unit standard or part qualification.

Details of these skills programmes may be obtained from the CETA ETQA manager (e-mail: [Gerard@ceta.co.za](mailto:Gerard@ceta.co.za), Tel: 011 265 5900)

#### **4. EMPLOYMENT OF UNSKILLED AND SEMI-SKILLED WORKERS IN LABOUR-INTENSIVE WORKS**

##### **4.1 Requirements for the Sourcing and Engagement of Labour**

4.1.1 Unskilled and semi-skilled labour require 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.

4.1.2 The rate pay set by SPWP per day.

4.1.3 Tasks established by the Contractor must such that:

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

4.1.4 The Contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 4.1.3.

4.1.5 The Contractor shall, through all available community structures, inform the local community of the labour-intensive works and the employment opportunities presented thereby. Preference must be

BID NO: COM17/2023

PROVISION OF RETICULATION NETWORK

AND RESERVOIR AT MATSULU, ENTRANCE AND YOUTH CENTRE SECTION

given to people with previous practical experience in construction and / or who come from households:

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

4.1.6 The Contractor shall endeavor to ensure that the expenditure on the employment of temporary workers is mostly of local labour and in the following proportions:

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

## 4.2 Specific Provisions Pertaining to SANS 1914-5 2002

Definitions:

- 4.2.1 Targeted labour: Unemployment persons who are employed as local labour on the project.
- 4.2.2 Contract participation goals
  - 4.2.2.1 there is no specified Contract participation goal for the Contract. The Contract participation goal shall be measured in the performance of the Contract to enable the employment provided to targeted labour to be quantified.
  - 4.2.2.2 The wages and allowances used to calculate the Contract participation goal shall, with respect to both time-related and task rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes.
- 4.2.3 Terms and conditions for the engagement of targeted labour

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

### 4.2.4 Variations to SANS 1914-5

- 4.2.4.1 The definition for net amount shall be amended as follows:

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

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

## 4.3 Training of Targeted Labour

A suitably capable Training consultant (**consultants based within MLM are to be given first preference**) is to be employed on this project.

Their duty is to identify suitable persons and train them for the following:

- i) Employee Training – community-based labour
- ii) Employer Training – community-based Contractors
- iii) Committee Training – maintenance and operation of the Works (this however falls outside the scope of this Contract)

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

- 4.3.2 The cost of the formal training of targeted labour, shall be measured and paid for in the

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

BID NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVOIR AT  
MATSULU, ENTRANCE AND YOUTH CENTRE SECTION

schedule of quantities of this Contract Document.

4.2.4.3 The Contractor shall do nothing to dissuade targeted labour from participating in training programmes and shall take all reasonable steps to ensure that each beneficiary is provided with two days of formal training for every 22 days worked.

4.2.4.4 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 4.3.4 above.

4.2.4.5 Proof of compliance with the requirements of 4.3.2 to 4.3.4 must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

Typical training that will be given by the Training Consultant is:

i) Community based Contractors

- Preparation phase – using a calculator, numeracy, using a scale ruler, reading a building plan, handling administrative tasks in the building industry.
- Estimating and tendering – marketing the services of a company, seeking, selecting, collecting and studying tender documents, investigating and assessing a site, developing a bill of quantities from building plans, calculating the cost of a project, finalizing tender prices, completing and submitting a tender.
- Project planning – introducing to planning techniques, pre-tender planning, planning Contract activities, Contract planning, executing a Contract programme.
- Executing the project – managing the finances of the company, managing materials, administering record systems, managing manpower, completion and handover.

ii) Community based labour

Local labour will be taught the following skills:

- Excavation if possible, bedding, selected backfill and backfill
- Pipe laying, valves and fittings
- Valve boxes, manholes, anchor blocks etc.

Again, the Contractor and Training Consultant will have to work closely together to identify what their requirements are and when this labour is needed.

Community based labour training will take place on site before actual production starts. Allowance needs to be made for wages, food or travelling during training.

Training of community-based Contractors will take place at a central point. The Provincial Sum allowed in the Schedule of Quantities, makes allowance for travelling and meals for the training of community-based Contractors.

## 5. COMMUNITY LIAISON OFFICER

5.1 The successful Bidder shall enter into an agreement with the Ward Councilor/Ward Committee whereby the Ward Councilor shall provide to the Contractor the following if necessary:

a) A Community Liaison Officer (CLO) for liaison with the recipient community, who as part of his/her duties will also act as a Labour Desk Officer (LDO) for labour recruitment.

5.2 The CLO shall attend all site and other meetings concerning the project.

5.3 The agreement shall make provision for the payment by the Contractor to the CLO a maximum amount calculated as follows:

Salary per month = R 8 738.17/pm as per client determination.

5.4 Only one CLO shall be appointed per project. If the project spans over more than one Ward or villages, the relevant Ward Councilors shall agree on one CLO to be appointed by the Contractor.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

BID NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVOIR AT  
MATSULU, ENTRANCE AND YOUTH CENTRE SECTION

Should no agreement be found as envisaged, the relevant Project Manager together with the Executive Director: Integrated Community Development, or their nominees, will interview prospective appointees and in their discretion appoint such CLO.

Notwithstanding the above, if the vastness of the project requires the use of more than one CLO, this will be permitted provided that the total monthly sum paid to all CLO's shall not exceed the amount allowed for in paragraph 5.3.

**5.5** Should the Contractor experience any difficulties with the community, these difficulties shall immediately be brought to the attention of the Department/Project Manager who shall arrange a meeting with the relevant Ward Councilor(s) and the CLO to resolve such difficulties.

**5.6** The main Contractor shall ensure that any Sub-Contractor he may appoint shall adhere to these conditions but also subject to the proviso's applicable to the duration of such sub-Contract.

**5.7** Should any of the above conditions be less favorable than any Bargaining Council Agreement or Act applicable to the Contractor, the more favorable condition will apply.

## **6 Existing services**

The Contractor shall protect all existing services

## **7 Site establishment**

### **a) Contractor's Camp site**

The Contractor shall provide a suitable site for his camp and for accommodating the work force. The choice of the site for the establishment of the camp, offices and the layout thereof, shall be approved.

The camp site shall be cleared and grubbed and properly fenced with a security fence around the perimeter. The Contractor is to provide his own security at the camp or on the site if required, at his own expense. No trees may be removed and the Contractor must provide his own firewood.

After completion of the Contract, the Contractor shall remove all his temporary buildings, plant and equipment. The site shall be made good and be left in a neat and tidy condition before the certificate of practical completion shall be issued.

### **b) Water Supply**

The Contractor shall make his own arrangement for potable and construction water. It shall be the responsibility of the Contractor to apply for a water connection for his site camp. The Contractor shall be responsible for payment of all water used. Although there are water reticulation pipes in the village, the water supply is not consistent and water from the river may be used for construction purposes. Water quality shall be verified before use in concrete is allowed.

### **c) Power Supply**

The Contractor shall make his own arrangements.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

BID NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVOIR AT  
MATSULU, ENTRANCE AND YOUTH CENTRE SECTION

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**d) Ablution Facilities**

The Contractor shall, at each construction area, provide sufficient portable chemical latrine units. The latrine units shall be serviced daily and kept in a hygienic and orderly state to the approval of the Employer's Agent. No separate payment shall be made for this requirement and the costs thereof shall be deemed to be included in the rates billed for the Contractor's time-related obligations.

**e) Cellular Telephone**

It is a requirement of the Contract that the Contractor shall equip his site agent(s) with a cellular telephone to allow for effective communication between the Contractor's supervisory personnel and the Employer's Agent's supervisory staff. All the applicable contact details must be made available to the Employer as well as the staff on site. All costs associated with the provision of cellular telephones for the Contractor's personnel shall be deemed to be included in rates billed for time-related charges.

**f) Site Facilities required by the Employer's Agent**

One site office of approximately 30m<sup>2</sup> complete with sufficient lighting and power points.

- Two desks, ten chairs, one conference table and two steel filing cabinets.
- Three carports for his exclusive use, a net shade cover will suffice.
- An ablution unit for his exclusive use.
- The Employer's agent does not require housing for personnel or laboratory facilities.

**g) PPE (Printing on PPE)**

PPE (Overalls) shall be Pantone Orange with/without reflective tape and shall be branded as follows:

- Implementer's Logo (printed or embroidered) on the left front pocket location i.e. over the heart position. (full colour)
- EPWP logo on the right front pocket (printed or embroidered) location (full colour)
- The letters EPWP on the back of the PPE in BLACK
- Where required, lime green safety vests are to be branded with similar specification above. In this instance the Overalls may not necessarily
- be branded provided that the use of high visibility vests is mandatory.
- All artwork and PPE samples shall be approved and signed off by the consultant prior to printing/embroidering

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 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

BID NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVOIR AT  
MATSULU, ENTRANCE AND YOUTH CENTRE SECTION

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ANNEXURE 1 – PRO FORMA EPWP CONTRACT OF EMPLOYMENT

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



BID NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVOIR AT  
MATSULU, ENTRANCE AND YOUTH CENTRE SECTION

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**PRO FORMA**

EXPANDED PUBLIC WORKS PROGRAMME  
CONTRACT OF EMPLOYMENT BETWEEN

CONTRACTOR

Name:.....

Address:.....

ID:.....

AND WORKER

Name:.....

Details:.....

ID:.....

1. I am pleased to confirm that you have been appointed to work on a task based employment contract within the Expanded Public Works Programme (EPWP) project. Within this employment contract you will undertake numerous groups of tasks.
2. This employment contract must be read in conjunction with the standard terms and conditions of employment on EPWP attached herewith.
3. The project where you will be employed is located at.....
4. This employment contract will start on.....  
and on end on .....
5. You must be aware that this employment contract is a limited term contract and not a permanent job. This employment contract may be terminated for any one of the following reasons:
  - a) The contractor does not get additional contracts through the EPWP.
  - b) Funding for the programme in your area comes to an end.
  - c) You repeatedly do not perform in terms of the tasks set out in your work programme.
  - d) You have worked a maximum of 24 months within a 60 month cycle.
6. You will be employed as a.....within the team.
7. While you are working you will report to.....
8. Payment
  - a) You will be paid a fixed amount of R .....for completing a fixed amount of work.
  - b) The amount of work required for the agreed rate of pay will vary from task to task. You will be informed at the beginning of each task or group of tasks how much work you are expected to complete per day.
  - c) You will only be paid for work completed.
9. In addition to the conditions above, all the terms and conditions of employment on EPWP apply to your employment. If you breach any of these terms your contract may be terminated.
10. Signatures:

Signed on this ..... day of.....

Contractor: ..... Date: .....

Worker: ..... Date: .....

Witness: ..... Date: .....

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

BID NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVOIR AT  
MATSULU, ENTRANCE AND YOUTH CENTRE SECTION

---

BID NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVOIR AT MATSULU,  
ENTRANCE AND YOUTH CENTRE SECTION

**C3.5                      MANAGEMENT**

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

### C3.5 MANAGEMENT

#### 1. Construction Programme Clause 5.6 of the General Conditions of Contract

The Contractor shall submit within the period stated in the Contract Data a suitable and realistic construction programme for the consideration of the Employer's Agent.

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

- A work breakdown structure, identifying the major activity groups.
- For each activity group further details shall be provided with regard to the scheduled start and end dates of individual activities.
- The linkages between activities shall be clearly indicated and the logical network upon which the programme is based shall be separately submitted to the Employer's Agent if requested. Any constraints shall be classified as being time-related or resource-related.
- The critical path(s) shall be clearly indicated and floats on non-critical activities shall be shown.
- The Contractor shall indicate the working hours per day, night, week and month allowed for in the programme.
- Where relevant the Contractor shall state the production rates for key activities, e.g. earthworks, etc.

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

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

If the programme has to be revised by reason of the Contractor falling behind his programme, he shall produce a revised programme showing how he intends to regain lost time in order to ensure completion of the Works within the time for completion as defined in Clause 5.6.1 of the General Conditions of Contractor any granted extension of time. Any proposal to increase the tempo of work must be accompanied by positive steps to increase production by providing more labour and plant on site, or by using the available labour and plant on site, or by using the available labour and plant in a more efficient manner.

Failure on the part of the Contractor to submit the programme or to work according to the programme or revised programmes shall be sufficient reason for the Employer's Agent to take steps as provided in Clause 5.7.1 of the General Conditions of Contract.

The approval by the Employer's Agent of any programme shall have no Contractual significance other than that the Employer's Agent will be satisfied that the work is carried out according to such programme and that the Contractor undertakes to carry out the work in accordance with the programme. It shall not limit the right of the Employer's Agent to instruct the Contractor to vary the programme if required by circumstances. The Contractor is also referred to Clause 5.6.2 of the General Conditions of Contract when drawing up his programme.

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 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

BID NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVOIR AT  
MATSULU, ENTRANCE AND YOUTH CENTRE SECTION

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## 2. Sequence of the works

The sequence of the works will be in the accordance with the approved programme. The works should be programmed to allow for the installation of the pipeline network to suit the budgeted cashflow and construction period.

## 3. Accommodation of traffic

The following contain the Employer's general requirements for accommodating the traffic during construction:

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

Failure to maintain road signs, warning signs, etc, in a good condition shall constitute ample reason for the Employer's Agent to bring the works to a stop until the road signs, etc, have been repaired to his satisfaction.

The Contractor may not commence constructional activities before adequate provision has been made to accommodate traffic in accordance with the requirements of this document and the South African Road Traffic Signs Manual Volume 2 Chapter 13.

The Contractor shall submit proposals in connection with directional signs to the Employer's Agent for approval prior to construction.

Sufficient signage shall be provided, erected and relocated as necessary by the Contractor to reroute traffic onto the deviations.

## 4. Extension of time on account of 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:

$$V = (N_w - N_n) + (R_w - R_n)/X$$

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  $N_n$ , then  $V$  shall be taken as equal to minus  $N_n$ .

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.

$N_w$  = Actual number of days in the calendar month under consideration on which a rainfall of  $Y$  mm or more was recorded on the Site

$N_n$  = 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

$R_w$  = Actual rainfall in mm recorded on the Site in an approved rain gauge for the calendar month under consideration

$R_n$  = Average rainfall in mm for the calendar month, derived from existing records of rainfall in the region of the Site

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

BID NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVOIR AT  
MATSULU, ENTRANCE AND YOUTH CENTRE SECTION

---

The factor  $(N_w - N_n)$  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  $(R_w - R_n)/X$  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 annual rainfall in the area varies between 500mm and 650mm. A vast amount of land is covered by the savannah. The Mbombela district municipal area is characterized by flat to gently sloping Bushveld/ Savannah vegetation in the north and central parts, and a mountainous area to the south which forms the border of the City Of Mbombela. Cultivated areas (permanent and temporary dry and irrigated land) cover less than 15% of the municipality. Urban areas cover 14% of the municipality.

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  $R_n$  and  $N_n$  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 42.2 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 48 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 Employer's Agent in terms of Subclause 42.2 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 C3.4.2.6(a) above;

provided always that

- (i) 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;
- (ii) 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

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

BID NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVOIR AT  
MATSULU, ENTRANCE AND YOUTH CENTRE SECTION

time is granted by the Employer's Agent, shall not be taken into account in the calculation of the monthly "V" values;

- (iii) 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
- (iv) 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  $N_n$  and  $R_n$ .
- (f) The Employer's Agent 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 " $N_n$ " 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.

**ALTERNATIVE 2 (Critical path method)**

- (a) A claim for extension of time in respect of delays suffered by the Contractor in consequence of wet climatic conditions will be considered by the Employer's Agent in terms of Clause 42 of the Conditions of Contract and in accordance with provisions set out hereunder.
- (b) For the purposes of extension of time, a delay caused by wet climatic conditions will be regarded as a delay only if, in the opinion of the Employer's Agent, all progress on an item or items of work on the critical path of the Contractor's working programme as approved in terms of Clause 12 of the Conditions of Contract has been brought to a halt.
- (c) Unless it is customary to carry out the work, in respect of which a delay was suffered, by rotary shifts or by day and by night, only delays to critical path items experienced as a result of wet climatic conditions during normal working hours (as defined in Clause 38 of the Conditions of Contract) will be taken into account for extension of time. This will apply notwithstanding the fact that a delay may have occurred on a portion of the Works on the critical path due to wet climatic conditions, which work was being executed outside the said normal hours with the permission of the Employer's Agent, granted in terms of Subclause 31.1 of the Conditions of Contract.

**RAINFALL TABLE**

- (d) The Contractor shall make due allowance within his programme submitted in terms of Clause 12 of the Conditions of Contract, for a total anticipated delay to items on the critical path resulting from wet climatic conditions, of Fifteen (15) normal working days (as defined in Clause 38 of the Conditions of Contract) during the Contract.
- (e) Extension of time, if granted by the Employer's Agent, 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 subclause (d) above.

(b) In determining the revised Due Completion Date of the Contract, the Employer's Agent shall add the equivalent number of normal working days delay determined in accordance with subclause (e) and all intervening normal non-working days to the prevailing Due Completion Date.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

BID NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVOIR AT  
MATSULU, ENTRANCE AND YOUTH CENTRE SECTION

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## 5. Community participation

Community participation consists of engagement of Project Steering Committees (PSC). A PSC will be established for the town by the Ward Councilor. The functions of the PSC will be to:

- Assist in monitoring the project.
- Ensure that the community provide assistance to the Contractor to ensure that he can execute the Contract in accordance with the specifications and within time.
- Encourage the community to participate in the Labour-Intensive construction.
- Identify skills, skilled personnel and suppliers in the towns.

The PSC will not have the power to:

- Give any instructions to the Contractor, except through the Employer's Agent.
- Become involved in the daily operations of the Contractor or interfere with the Contract works.

A monthly meeting will be held with the PSC to discuss relevant matters. The site agent and resident Employer's Agent will attend the meetings. The Contractor will have to report on progress, deviations from the programme, financial matters community related aspects, general problems and co-operation at the meeting. The PSC members will not receive any remuneration for attending, and they must provide their own transport.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

BID NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVOIR AT  
MATSULU, ENTRANCE AND YOUTH CENTRE SECTION

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BID NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVOIR AT MATSULU, ENTRANCE  
AND YOUTH CENTRE SECTION

**C3.6 PARTICULAR SPECIFICATIONS AND VARIATIONS AND ADDITIONS TO THE STANDARD  
SPECIFICATIONS**



BID NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVOIR AT  
MATSULU, ENTRANCE AND YOUTH CENTRE SECTION

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### C3.6 PARTICULAR SPECIFICATIONS AND VARIATIONS AND ADDITIONS TO THE STANDARD SPECIFICATIONS

#### PSA GENERAL (SANS 1200 A)

##### Interpretations

##### Definitions

(a) General

Add the following definitions: -

**“General Conditions:** The General Conditions of Contract specified for use with this Contract and the Special Conditions of Contract as applicable.

**Specified:** As specified in the Standardized Specifications, the Drawings or the Project Specifications. Specifications shall have the corresponding meaning, as provided for in sub-clause 1(1)(u) of the General Conditions of Contract”.

##### Measurement and Payment

Replace the definitions for fixed charge, time-related charge and value-related charge with the following:

**“Fixed Charge:** A charge that is not subject to adjustment on account of variation in the value of the Contract amount or the Contract time for completion.

**Time-related Charge:** A charge, the amount of which is varied in accordance with the time for completion of the work as adjusted in accordance with the provisions of the Contract.

**Value-related Charge:** A charge, the amount of which is varied pro rata the final value of the measured work executed and valued in accordance with the provisions of the Contract.

#### PSA 1 MATERIAL (Subclause 3.1)

##### PSA 1.1 QUALITY

Substitute the second sentence of the first paragraph of A 3.1 with the following:

Materials shall bear the official mark of the appropriate standard. Substitute

the second paragraph with the following:

The Contractor is responsible for the cost of all testing to ascertain that the materials do comply with the relevant minimum requirements and all such costs shall be deemed to be included in the tendered rates. The cost of control tests done by the Employer's Agent and of which the results do not comply with the minimum requirements shall be for the Contractor's account. The Contractor shall inform the Employer's Agent of any control testing to be done at least 48 hours before such tests are required and must allow in his program for the time necessary for the tests and the processing of the results thereof. The handling, storage, transport, and erection of equipment, machinery, and materials shall be strictly in accordance with the requirements of the supplier and/or manufacturer.

All materials shall be new and of the best quality available unless otherwise specified. They must function satisfactorily under prevailing climate and weather conditions at the place of installations.

BID NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVOIR AT  
MATSULU, ENTRANCE AND YOUTH CENTRE SECTION

---

**PSA 2            PLANT**  
**PSA 2.1        CONTRACTOR'S OFFICES, STORES AND SERVICES (Subclause 4.2)**

Add the following to this sub-clause:

**PSA 2.1.1      Storage**

The Contractor shall supply sufficient protection for perishable materials to the satisfaction of the Employer's Agent, and all materials shall be used in the order in which it was delivered. Cement older than three months shall be removed from the site and shall not be used in the Works.

**PSA 2.1.2      RESTRICTIONS ON EMPLOYEE ACCOMMODATION**

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

The Employer will place at the disposal of the Contractor an area to enable him to erect his site offices, workshops, stores, and any temporary housing the Contractor may wish to erect for his personnel. The temporary housing and ablution facilities shall comply with the requirements of the local Authority.

**PSA 2.2        CAPACITY OF PLANT AND EQUIPMENT (Clause 4)**

Add as Clause 4.3:

The Contractor shall supply plant and equipment in sound working condition and of adequate capacity to complete the Works well within the period or periods specified or stated in the appendix to the tender.

In addition, he shall have available on the Site adequate standby plant to ensure that operations designed to be executed continuously are not disrupted because of breakdown of any plant provided for such operations.

**PSA 3            CONSTRUCTION**

**PSA 3.1        DETAILED SETTING OUT (Sub-clause 5.1.1)**

The Contractor shall be solely responsible for the execution of the works to the correct line and level.

The Contractor shall carefully set out the works, employing a capable surveyor to the lines and levels gleaned from information provided.

The proposed network pipes must be placed 2,0m away from the erf boundaries in the road reserve. The tolerance allowed in setting out shall be 10mm either way.

Work set out by the Contractor shall be checked by the Employer's Agent whereafter any errors be rectified by the Contractor.

The Contractor shall provide at least three days' notice of such a check to the Employer's Agent. The Contractor shall supply any material and labour required for the control survey work by the Employer's Agent including the supply of and placing the necessary pegs, sight rails, etc.

Any discrepancy shall immediately be reported in writing to the Employer's Agent. Any costs or subsequent costs arising from discrepancies, which had not been reported to the Employer's Agent, shall be the sole responsibility of the Contractor.

Any assistance, including checking, rendered to the Contractor by the Employer's Agent shall not be held as relieving the Contractor of his responsibility in this respect. Should any portion of these works be constructed incorrectly, the Contractor shall at his own expense rectify the work to the satisfaction of the Employer's Agent.

BID NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVOIR AT  
MATSULU, ENTRANCE AND YOUTH CENTRE SECTION

---

The Contractor shall be held solely responsible for the protection of all bench marks, reference pegs and level pegs. The

Contractor shall establish at least three benchmarks at selected points.

**PSA 3.2 WATCHING, BARRICADING, LIGHTING AND TRAFFIC CROSSINGS  
(Sub-clause 5.2)**

Add the following to this sub-clause:

The Contractor shall ensure that he complies with all the requirements of the authorities concerned with respect to the safety of the works and labourers, including the provision and wearing of protective clothing. Any negligence or non-compliance of any of these requirements shall be viewed in a serious light and shall be sufficient reason for the Employer's Agent to order the immediate suspension of the total extent of the Works.

The Contractor shall provide for artificial lighting for any part of the Works that may be required for the proper execution of the work.

The crossing of existing tar and dirt roads must be done in half widths, while the total traffic is accommodated on the other lane. Road traffic signs shall comply with the requirements of the "South African Road Traffic Signs Manual" and shall be approved by the Employer's Agent before construction commences.

**PSA 3.3 PROTECTION OF OVERHEAD AND UNDERGROUND SERVICES (Subclause 5.4)**

Add the following to the subclause:

Before commencing any excavation, the Contractor shall verify the position of all known or suspected obstacles by inspection of the site, examination of drawings or, where necessary by the excavation of trial holes. Any damage caused to existing services and works shall be repaired as expeditiously as possible by the Contractor at his own expense and shall be reported immediately to the Employer's Agent.

Where permanent protective works are ordered by the Employer's Agent, such works shall be valued as a variation. The Employer's Agent will supply the Contractor with such information as may be available concerning obstructions and services, but whilst such information is given in good faith, it shall not relieve the Contractor of any of his liabilities, obligations and risks under the Contract.

The Contractor shall be responsible for any damage to such public services and existing works in the execution of this Contract and shall reimburse the Public Authority or the Owner concerned for any repairs required or compensation for damage awarded.

Any alteration to public services shall be carried out by the Authority concerned.

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

The relevant authority and Employer's Agent shall be informed of any damages without delay.

**PSA 3.4 DEALING WITH WATER ON WORKS (Sub-clause 5.5)**

Add the following to the sub-clause:

The Contractor shall be responsible for the dewatering of excavations and the full and adequate protection of the works against damage by storm or water from any source whatever. He shall construct all necessary diversion works and drains to deal adequately with and bypass all water and carry out any necessary pumping of water and supply all tarpaulins or other covers which may be required to protect any section of the work during heavy rain or storm together with any other labour work and material which, in the opinion of the Employer's Agent is necessary to keep the work dry and safe at all times.

BID NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVOIR AT  
MATSULU, ENTRANCE AND YOUTH CENTRE SECTION

---

Full risk and cost of dealing with water shall be borne by the Contractor.**PSA 3.5 POLLUTION (Sub-clause 5.6)**

Add the following to the sub-clause:

The Contractor shall maintain all access roads and the area where the offices, stores and workshops are situated to the satisfaction of the Employer's Agent. It shall be kept damp to limit dust and inconvenience or disturbance to the residents in the neighborhood of the Works to a minimum.

**PSA 3.6 DEGREE OF ACCURACY (Sub-clause 6.2)**

Delete this sub-clause and replace with the following:

The Contractor shall construct each of the various parts of the Works to the degree of accuracy specified in the relevant standardized specification.

**PSA 4 TESTING****PSA 4.1 APPROVED LABORATORIES (Sub-clause 7.2)**

Add the following to this sub-clause:

No laboratory facilities are required on site. The Contractor shall use an independent laboratory for the necessary tests. Unless otherwise stated in the Bill of Quantities, the cost of all tests shall be for the account of the Contractor and no additional payment will be made for them.

**PSA 5 MEASUREMENT AND PAYMENT (Clause 8)****PS A 5.1 Fixed-Charge and Value-Related Items****PSA5.1.1 Contractual Requirements.....Unit: Sum**

The sum shall cover the Contractor's initial costs of providing sureties, insurance of the works and plant, third party or public liability insurance and unemployment insurance to cover his compliance with the requirements of the Workmen's Compensation Act, 1941 (Act NO. 30 of 1941) and any other initial financing obligations of a preliminary and general nature, such as contributions to the CEITB. The tendered amounts for fixed-charge and value-related items will not be increased, if extension of time for the completion of the works is awarded.

**PS A 5.1.2 Establishment of Facilities on the Site****PS A 5.1.2.1 Facilities for Engineer**

- a) Furnished office (No) .....Unit: Sum
- b) Carport.....Unit: Sum
- c) Name-board (No.) .....Unit: Sum
- d) Telephone ..... Unit Sum
- e) Survey Assistant...Unit Sum
- f) Survey Equipment... Unit Sum

BID NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVOIR AT  
MATSULU, ENTRANCE AND YOUTH CENTRE SECTION

### PS A 5.1.2.2 Facilities for the Contractor

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

### PSA 5.1.3 Other Fixed-Charge Obligations..... Unit: Sum

This item as listed under Schedule A of the bill of quantities is as specified in the standardised specification SANS 1200 A.

### PSA 5.1.4 Removal of Site Establishment ..... Unit: Sum

The sum shall cover the cost of the demolition on and the removal from the surface of the site of all items established in terms of 8.3.2 and 8.3.3, and shall provide for the making good and the restoring of the Site to the satisfaction of the Engineer

### PS A 5.2 TIME-RELATED ITEMS

The tendered amount for a time-related item will be increased; if an extension of time for the completion of the works is awarded with cost on the condition that the activity related to the item tendered for must be sustained during the extended period. The ratio between the increased amount for a time-related item and the tendered amount must be the same as the ratio between the extension of the time period for the completion of the works and the original time period allowed for completion of the works. If the works is completed before the end of the original time period allowed for completion of the works, the tendered amount of a time related item that is influenced by the earlier completion would be reduced similarly.

### PS A 5.2.2 SCHEDULED TIME RELATED ITEMS

#### PS A 5.2.2.1 Facilities for Engineer

- a) Furnished office (No) ..... Unit: Sum
- b) Carport..... Unit: Sum
- c) Name-board ( No.) ..... Unit: Sum
- d) Telephone..... Unit Sum
- e) Survey Assistant... Unit Sum
- f) Survey Equipment..... Unit Sum

### PSA 5.2.2.2 Facilities for Contractor ..... Unit: Sum

The sum shall cover the Contractor's time related costs of providing sureties, insurance of the works and plant, third party or public liability insurance and unemployment insurance to cover his compliance with the requirements of the Workmen's Compensation Act, 1941 (Act NO. 30 of 1941) and any other initial financing obligations of a preliminary and general nature, such as contributions to the CEITB. Establishment of Facilities on the Site Facilities for Engineer

BID NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVOIR AT MATSULU, ENTRANCE AND YOUTH CENTRE SECTION

---

**PS A 5.2.2.2 Facilities for Contractor**

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

**PSA 5.2.3 Supervision for Duration of Construction ..... Unit: Sum**

The sum shall cover the costs of on-site supervision and such local administration as the Contractor considers necessary for the proper completion of the Works, and shall cover the cost of the salaries, wages and allowances paid to the site agent, general foreman, section foremen (where applicable), site surveyors, timekeepers, assistants and other site supervisory staff, and of transport incurred in connection with such staff. Plant (designated plant or plant for designated operations or plant for use during Supervision for Duration of Construction).

**PSA 5.2.4 Company and Head Office Overhead Costs for the Duration of the Contract .. Unit: Sum**

The sum shall cover the Contractor's company and head office overhead costs.

**PS A 5.3 SUMS STATED PROVISIONALLY BY ENGINEER**

**PS A 5.3.1 Community Liaison Officer ..... Unit: P/Sum**

The Contractor must pay a salary to a person appointed as the Community Liaison Officer for the project. The amount of payment and payment dates will be determined as soon as the Community Liaison Officer is appointed.

**PSA 5.3.2 PSC Meetings Attendance ..... Unit: P/Sum**

The tendered rate shall cover the compensation of all members of Project Steering Committee for attending meetings. The amount of payment and payment dates will be determined on the commencement date of the project. The Employer's Agent should authorize payment before it is made. Proof of payment has to be submitted to Employer's Agent before claim can be certified.

**PS A 5.3.3 Overheads, charges and profit on (1) above ..... Unit: %**

Handling cost and profit in respect of sub-item 5.3.1&2. A percentage of the payment made to the Community Liaison Officer and PSC Meeting attendance will be paid to the Contractor. The rate shall cover the Contractor's overheads, charges, and profit on payments for the Community Liaison Officer and PSC members. No payment will be made under this item before payment to the Community Liaison Officer and PSC members.

**PS A 5.3.4 Training ..... Unit: P/Sum**

Provisional sum for training services supplied by the Training Company. The name and contact details of the Training Company, to be appointed by the Contractor, will be supplied to the Contractor by the Employer or Employer's Agent.

- i. Generic Skills ..... Unit: P/Sum
- ii. Entrepreneurial skills ..... Unit: P/Sum

**PS A 5.3.5 Overheads, charges and profit on (1) above ..... Unit: %**

Handling cost and profit in respect of sub-item 8.5(b)1. A percentage of the payment made to the Training Company will be paid to the Contractor. The rate shall cover the Contractor's overheads, charges, and profit on payments for the Training Company. No payment will be made under this item before any payment is made to the Training Company.

BID NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVOIR AT  
MATSULU, ENTRANCE AND YOUTH CENTRE SECTION

---

**PS A B.5.3.6 Occupational, Health and Safety Act ..... Unit: Sum**

Handling cost in respect of sub-item 8.3.5. A percentage of the payment made to the Occupational health and safety act will be paid to the Contractor under this section. The rate shall cover the Contractor's overheads, changes, and profit on payments for the Occupational health and safety act.

**1. Provision for safety officer**

The Contractor should appoint the safety officer who will be full time responsible for all safety issues on site, and he or she should be full time on site.

The tendered rates include the full compensation for that part of the provision of safety officer in terms of the Occupational Health and Safety Act and the construction regulation which are mainly a function of time. Payment shall be made monthly.

Handling cost in respect of sub-item 8.3.5.2 (a). A percentage of the payment made to the Safety Officer will be paid to the Contractor. The rate shall cover the Contractor's overheads, changes, and profit on payments for the Safety Officer.

**PS A B.5.3.7 Contractor's time related obligation in respect of the OH&S Act and**

**Construction regulation**

The tendered lump sum shall represent full compensation for that part of the Contractor's general obligations in terms of Occupational Health and Safety Act and the Construction Regulations which are mainly a function of time. The lump sum will be paid monthly only after payment for item 1.3.3 and item 1.1.5 has been made. Payment of the lump sum shall be made monthly (calculated by the division of the lump sum by the number of months remaining).

BID NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVOIR AT MATSULU, ENTRANCE AND YOUTH CENTRE SECTION

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**PSAB : EMPLOYER'S AGENT OFFICE**  
**PSAB 1 MATERIALS**

**PSAB 1.1 NAMEBOARDS (Subclause 3.1)**

Add the following to the subclause:

Notwithstanding the provisions of Subclause 3.1 of SANS 1200 AB, the standard nameboards complying with the recommendations of the South African Association of Consulting Engineers shall be provided. Details of the nameboard will be available from the Engineers.

**PSAB 1.2 OFFICE BUILDINGS (Subclause 3.2)**

Delete this subclause and replace with the following:

The Contractor shall provide the following furnished offices for the use of the Engineer and the Client. Each office shall consist of one room with the following floor area:

i) Engineers' office : 18 m<sup>2</sup>

The clear height of all offices between floor and ceiling shall be 2,5m minimum. All windows shall be of the type that can be open over the full window area.

Each office shall be weatherproof, shall have a concrete floor and shall be provided with a ceiling and a lining to the walls, or equivalent insulation, with an acceptable type of door with a secure lock, and two opening windows of glazed area at least 3m<sup>2</sup>. Each office shall be well ventilated and shall be so insulated as to provide comfortable working conditions. The internal furnishings of each office shall include:

- a) one trestle table, 2m long x 1m wide x 0,9m high, with a smooth top;
- b) one table or desk having a top of size at least 1,5m x 0,9m and at least one lockable drawer;
- c) one high stool;
- d) two chairs;
- e) a lockable upright steel cabinet with three shelves or a steel filing cabinet with four drawers;
- f) shelving of total length 3m and of nominal width 300mm;
- g) an acceptable blind on each window,
- h) a wash-hand basin;
- i) acceptable lighting;
- j) provision for heating in winter and cooling in summer;
- k) one conference type steel table with folding legs of size at least 4,0m x 0,9m.

The Contractor shall also supply a toilet for the exclusive use of the Engineer.

**PSAB 1.2 CAR PORTS (New Subclause 3.2 (k))**

The Contractor shall provide two permanent car ports for the use of the Engineer. The car ports shall be so constructed that the vehicles parked under them will at all times be shaded from direct sunlight. The car ports shall be at least 20m<sup>2</sup> in area and shall have a hard stand of crushed stone.



BID NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVOIR AT  
MATSULU, ENTRANCE AND YOUTH CENTRE SECTION

**PSAB 2 CONSTRUCTION**  
**PSAB 2.1 SURVEY EQUIPMENT (Subclause 5.5)**

Add the following:

The Contractor shall provide the following survey equipment on the site from the commencement to the completion of the Works:

1. 1x Tachometer capable of reading 20 seconds of arc (Total Station);
2. 1x Employer's Agent's level and level staff;
3. 2x Tachometer staffs graduated metrically (Total Station);
4. 1x Steel tape of length 30m.

The tachometer may be shared by arrangement between the Contractor and the Employer's Agent's Representative, but the remaining instruments shall be provided for the exclusive use of the Employer's Agent's Representative. The Contractor shall keep the equipment continuously insured against any loss, damage, or breakage and he shall indemnify the Engineer and the Employer against any claims in this regard. Upon completion of the whole of the Works, the ownership of the equipment shall revert to the Contractor.

The Contractor shall maintain the equipment in good working order and keep it clean throughout the Contract period.

**PSAB 2.2 CELLULAR PHONE (New Sub clause 4.2)**

The Contractor shall supply the Engineer with a cellular phone for the Employer's Agent's sole use. The Contractor shall be responsible for the supply, maintenance, payment of accounts, etc. of the cellular phone. Ownership of the equipment shall be given to the engineer at the end of the Contract.

**PSAB 2.3 MEASUREMENT AND PAYMENT OF SURVEY EQUIPMENT**

Provide and maintain survey equipment ..... SUM

The rate shall cover the charges for the provision, insurance and maintenance of the equipment.

**PSAB 3 SURVEY ASSISTANTS (Sub clause 5.5)**

Add the following:

The Contractor shall make available to the Engineer two suitably trained survey assistants for use on and about the SITE at all reasonable times for the duration of the Contract.

**PSC: SITE CLEARANCE**

**PSC 1 MATERIALS (Clause 3)**

**PSC 1.1 DISPOSAL OF MATERIAL (Sub clause 3.1)**

Add to this sub-clause:

Material obtained from clearing and grubbing and from the demolition of structures shall be disposed of in a borrow pit indicated by the Engineer and shall be finished to the satisfaction of the Engineer.

**PSC 2 CONSTRUCTION (Clause 5)**

**PSC 2.1 INDIVIDUAL TREES (Sub clause 5.2.3.2)**

Add to this sub-clause:

Should the Contractor remove or damage any tree marked to be preserved, a penalty of R1000,00 per tree shall be payable.

**PSC 2.3 EXISTING FENCING**

The fencing parallel to the pipeline routes must only be removed and re-erected at the positions as indicated and approved by the Employer's Agent and repaired where it was damaged. When the pipeline routes cross fencing or gates temporary wire gates must be provided that must be kept closed. After completion of the work these fences or gates must be repaired to the same condition as before commencement of the work.

BID NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVOIR AT  
MATSULU, ENTRANCE AND YOUTH CENTRE SECTION

## **PS C 3 MEASUREMENTS AND PAYMENT**

### **PS C 3.1 SCHEDULED ITEMS**

#### **PS C 3.1.1 Clear and grub (0.8m wide) Unit: m**

The removal of all rocks and boulders on site over 0,15m<sup>3</sup> will be paid under sub-clause PS DB 8.3.2(b). The removal of hard rock other than boulders will be paid under sub clause PS DB 8.3.2(b).

#### **PSC 3.1.2 Remove and grub large trees and tree stumps of girth**

a) over 1 m and up to and including 2 m ..... Unit: No

b) over 2 m and up to and including 3 m ..... Unit: No

The girth of a tree or stump will be measured at the narrowest point of the tree or stump in the first metre of its height above ground level. Trees and stumps of girth exceeding 1 m will be measured individually and classified according to site in increments of 1 m as indicated above.

The rate shall cover the cost of clearing and grubbing trees and stumps of all sizes, cutting branches, backfilling holes, and removing, transporting, and disposing of all such trees, stumps, and branches and associated material.

#### **PSC 3.1.3 Remove and grub all trees and tree stumps regardless of girth ..... Unit: No**

In exceptional circumstances, where construction is carried out through plantations or where the quantity of trees or girth exceeding 1 m renders individual measurement impracticable the project specification may provide that the clearing and grubbing of trees be measured in hectares. If this method of measurement is used the areas to which it is applicable will be defined clearly on the drawings and the reason for adopting the method of measurement will be stated in the project specification. The rate shall cover the cost of all operations specified.

#### **PSC 3.1.4 Take down existing fence..... Unit: m**

The rate shall cover the cost of taking down the fences, coiling wire, sorting and stacking all material at sites indicated by the Engineer and the cost of loading, transporting and offloading such material.

### **PSDB: EARTHWORKS (Pipe Trenches)**

This specification covers earthworks for trenches for all types and sizes of pipes. It covers excavation, the preparation of a trench bottom, backfilling and the reinstatement of surfaces.

### **PSDB 1 MATERIALS (Subclause 3)**

#### **PSDB 1.1 CLASSIFICATION OF EXCAVATED MATERIAL (Subclause 3.1)**

Delete this subclause and replace with the following:

Distinction shall be drawn, for payment purposes, between excavation in hard and soft material. All excavation for pipe trenches shall be classified in accordance with the following classification.

##### **PSDB 1.1.1 Soft excavation**

Soft excavation shall be excavation in all existing fill material as well as excavation in material which can be efficiently removed by any of the following plant.

A bulldozer having a mass, including the mass of the ripper if fitted of 35 ton and having a flywheel power of approximately 220 kW or a back tractor having 0,15 kW per millimetre bucket width.

##### **PSDB 1.1.2 Hard excavation**

Hard excavation shall be excavation in material which cannot be efficiently ripped by plant as described in PSDB 1.1.1. This excavation generally includes material such as formation of weathered rock which can only be removed after blasting or boulders of 0,5 m<sup>3</sup> or larger in volume.

The Contractor shall be at liberty to use any method he wishes to excavate any class of material, but the method of excavation shall, however, not dictate the classification of the excavation.

**BID NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVOIR AT  
MATSULU, ENTRANCE AND YOUTH CENTRE SECTION**

The Engineer shall decide under which one of the above classes any excavation shall be classified and paid for. In the first instance the classification shall be based on inspection of the material to be excavated and the method of excavation proposed by the Contractor. In the event of disagreement between the Contractor and the Engineer, the Contractor shall, if required, make available such mechanical equipment as specified in order to test the reasonable removability or otherwise of the material. The decision of the Engineer as to the classification shall thereafter be final and binding.

The Contractor shall immediately inform the Engineer as and when the nature of the material being excavated changes to the extent that a new classification for further excavation is warranted. Failure on the part of the Contractor to timeously advise the Engineer shall entitle the Engineer to classify, in his sole discretion, such excavation as may have been executed in material of a different nature.

**PSDB 1.2 FREEHAUL (Sub clause 5.6.8)**

Delete this sub clause and replace with the following:

The free haul distance within which the Contractor will be required to move material without separate compensation shall be 2,0km. Overhaul will be paid for the moving of material beyond that distance.

**PS DB 2 PLANT (Sub clause 4.1)****PS DB 2.1 EXCAVATION EQUIPMENT**

Add the following to DB 4.1:

An adequate number of suitable tools, including hand stampers, wheelbarrows and hosepipes shall be provided by the Contractor. The Contractor will supply mechanical compaction equipment and when required pneumatic and rock breaking equipment. All excavations exceeding the specified widths shall be backfilled with approved selected material. No payment shall be made for this and all relevant costs shall be deemed to be included in the tendered rates.

**PSDB 3 CONSTRUCTION (Clause 5)****PSDB 3.1 PRECAUTIONS****PS DB 3.1.1 Water in Trenches**

Water in pipe trenches may cause movement of the pipes as a result of flotation and backfilling must therefore be executed as quickly as possible. If movement of the pipes does occur the Contractor must, unless otherwise instructed by the Engineer, remove the pipes from the trench and reinstall it at his own expense.

**PS DB 3.2 EXCAVATION**

Add the following to DB 5.4:

"Excavation and backfilling of pipe trenches on sidewalks in the residential area shall be done in such a manner as to ensure the least possible disruption to the public and access to the properties. No additional payment shall be made for this and all relevant costs shall be deemed to be included in the tendered rates.

**PS DB 3.3 TRENCH BOTTOM**

Substitute "90 %" in the second paragraph of DB 5.5 with "93 %".

**PS DB 3.3.1 Over Excavation of Trenches**

Where pipe trenches are excavated deeper than specified or shown on the drawings, these excavations must be backfilled with suitable approved selected material in layers of not more than 150mm uncompacted thickness and must be compacted to the thickness of the adjoining in-situ material or as prescribed by the Engineer. Over excavation shall be on the Contractor's account.

**PS DB 3.4 BACKFILLING****PS DB 3.4.1 General**

Backfilling in road reserves must be compacted in 150mm layers up to natural ground level.

**BID NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVOIR AT MATSULU, ENTRANCE AND YOUTH CENTRE SECTION**

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Where prescribed by the Engineer all surplus material must be neatly piled over the real trench width to a height not more than 150mm higher than the adjoining level.

**PS DB 3.4.2 Disposal of Soft Excavation Material**

Add the following to DB 5.6.3:

All surplus and unsuitable material as described in DB 5.6.3 shall be disposed of at the spoil site, (as described in PS D 5.2.2.3) and levelled.

**PS DB 3.5 COMPACTION****PS DB 3.5.1 Areas Subject to Traffic Loads**

Add the following to DB 5.7.2:

All pipe trenches within road crossings, accesses to services, farms and camps that fall within the road reserve, will be regarded as areas subject to traffic loads. Backfilling of trenches that are subject to traffic loads will be executed in layers of 150mm as follows:

Item	% mod AASHTO	Final Layer Thickness
Approved Backfill	93%	150mm
Main Backfill up to road layers	96%	150mm
Sub-base	97%	150mm
Base	98%	150mm

**PS DB 3.6 REINSTATEMENT OF SURFACE****PS DB 3.6.1 Private Property and Commonage**

Add the following to DB 5.9.2:

Gardens and lawns shall be repaired to the original standard where they were crossed. Grass and plants shall be taken out of the ground, temporarily stocked, watered during construction, and replanted after backfilling.

**PSDB 4 MEASUREMENT AND PAYMENT (Sub clause****8)PSDB 4.1 BASIC PRINCIPLES (Sub clause 8.1.1)**

Change the following in this sub clause:

The free haul distance will be 2,0km and not 0,5km.

**PSDB 4.2 CALCULATION OF QUANTITIES (Sub clause 8.2.3)**

Change the first sentence of the sub clause to read as follows:

Where volumetrically measurement is necessary, the volume will be computed from the difference in level between natural ground level and 100mm below pipe invert level as shown on the drawings.

**PS DB 4.2.1 Shoring**

Add the following to DB 8.2.4:

Shoring will only be measured and paid for, if the Engineer gives written approval before it is installed.

**PSDB 4.2.2 Excavation**

BID NO: COM17/2023

PROVISION OF RETICULATION NETWORK

AND RESERVOIR AT MATSULU, ENTRANCE AND YOUTH CENTRE SECTION

**(a) Excavation in all material for trenches, backfill, compact and dispose of surplus material ..... Unit (m)**

Item will be provided for various pipe diameters in steps not greater than those specified in 5.2 and various depths in increments of 1.0 m measured to the bottom of the bedding layer (see attached drawings). Where measured volumetrically in terms of 8.1.2 (a), the volume of excavation will be computed in accordance with 8.2.2 and 8.2.3

The rate shall cover the cost of the same operation in heading where the Contractor elects to use such a method of excavation. The volume or length will be measured for payment on the assumption that normal trench excavation has been carried out. The volume or length in the undisturbed prism of material between the top of the tunnel and ground level will be classified as soft excavation in terms of 3.1. No additional payment will be made for such headings and no deductions will be made for reduced excavation quantities.

**(b) Extra-over item (a) above for:**

1. Intermediate excavation ..... Unit: m<sup>3</sup>
2. Hard rock excavation ..... Unit: m<sup>3</sup>
3. Hand excavation and backfill where ordered by the engineer ..... Unit: m<sup>3</sup>
4. Soil Crete backfilling were directed by the engineer ..... Unit: m<sup>3</sup>

Separate items will not be provided for depth increment, volume will be computed from the trench width determined in accordance with 8.2.3 and the depth from the top of the intermediate or hard rock excavation, as the case may be, either to the bottom of the same material or to the bottom of the trench as specified in (a) above, whichever is the lesser (see Drawing DB 5

The rates shall cover the additional cost of the excavation and hauling of the more difficult material of unsuitable material. The Contractor must obtain written approval for all stages on item (b) (a) 1 to 4.

**(c) Excavate and dispose of unsuitable material from trench bottom (provisional... Unit: m<sup>3</sup>**

The volume will be computed from the trench width determined in accordance with 8.2.3 and m<sup>3</sup> the additional depth ordered.

The rate shall cover the cost of the excavation of the additional depth in any material, the disposal of the unsuitable material as specified for soft: excavation in 5.6.3 within free haul distance and the backfilling of the additional depth with suitable material from the side of the trench.

**PSDB 4.2.3 EXCAVATION ANCILLARIES****PSDB 4.2.3.1 Make up deficiency in backfill material**

- a) from other necessary excavations on site ..... Unit: m<sup>3</sup>
- b) by importation from-designated borrow pits ..... Unit: m<sup>3</sup>
- c) by importation from commercial or off-site sources selected by the Contractor ..... Unit: m<sup>3</sup>

Items (b) and (c) above will not be measured for payment unless importation has been ordered in writing. The volume will be computed from the trench width determined in accordance with 8.2.3 and the depth from the top of the backfill to the top of the bedding as shown on Drawing DB-1 or the actual depth of backfill used to make up the deficiency or the depth of additional excavation ordered in terms of B.3.2(c), as applicable.

The rate for material from other necessary excavations on site shall cover the cost of selection of suitable material, the moving of the material to points alongside the trench spaced to suit the Contractor's method of working, and the disposal of the material that is replaced, all within free-haul distance.

The rate for material from designated borrow pits shall cover the cost of royalties, if applicable, excavation and selection of suitable material, the moving of the material to points alongside the trench spaced to suit the Contractor's methods of working, and the disposal of the material that becomes surplus as a result of the importation, all within free-haul distance.

The rate for material from commercial or off-site sources selected by the Contractor shall cover the cost of the acquisition of the material (including royalties, if applicable), the moving of the material to points alongside the trench spaced to suit the Contractor's methods of working, and the disposal of the material that becomes surplus as a result of

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

BID NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVOIR AT MATSULU,  
ENTRANCE AND YOUTH CENTRE SECTION

the importation, all within free-haul distance (see Subclause 5.2.5.1 of SANS 1200 D or Subclause 5.2.6.1 of SANS 1200 DA, as applicable).

**PS DB 4.2.3.2 Opening up and closing down of designated borrow pit ..... Unit: Sum**

This item will only be scheduled when a new borrow pit has to be established or when access to an existing borrow pit has to be established.

With the exception of the cost of the removal and spreading back of the topsoil (if scheduled), the sum shall cover the cost of opening up and of restoring the Site as specified in Subclause 5.2.2.2 of SANS 1200 D or Subclause 5.2.2(f) of SANS 1200 DA, as applicable.

**PS DB 4.2.5 Existing Services**

Existing Services-that Intersect or Adjoin a Pipe Trench (see Sub-clauses 5.1.2 and 8.3.8 of SANS 1200 D or Sub-clauses 5.1.3 and 8.3.5 of SANS 1200 DA, as applicable.) (See Subclauses 5.1.2 as applicable.)

(i) Services that intersect a trench (angles between centre-lines in plan of 45 to 90°) ..unit (No)

Except where water pipes are to be recovered, existing water pipes, sewers, stormwater pipes, concrete-lined channels and drains, box culverts, electric cables, ducts, kerbs, channels, erf connections and various sizes of pipes and services that intersect a trench of specified width and require various degrees of care, whether or not their presence is known before they are uncovered, will be measured separately. The unit refers to one service, but services that are so grouped that they can be contained within a horizontal dimension of 200 mm measured at right angles to the axis of these services will be measured as one unit.

(b) Services that adjoin a trench (parallel to or at an angle between centre-lines in plan of less than 45 degrees) ..... Unit No)

In a case where a trench of specified width

1 runs parallel to or at an angle (in plan) of less than 45° to an existing service, and is such that the nearer side of the bottom of the trench lies at least partly between a vertical plane and a plane that lies at an angle of 45° below the horizontal, both planes passing through the axis of the service, the length of service within the minimum base width of the trench, determined in accordance with 5.2, will be measured for payment under this item and the remaining length, the side of the trench which, in the opinion of the Engineer, is rendered liable to collapse because of the existence of such service, will be measured for shoring (see 8.3.4(a)).

The rate for an item scheduled in terms of (a) and (b) above shall cover the additional cost of

- i) care in excavation necessitated by the presence of such service in or across the trench;
- ii) protecting and maintaining such service in operation by means of temporary supports or shoring, as necessary;
- iii) delays and disruption of the progress of the work due to the existence of the service; and
- iv) repairs necessitated by damage caused by the Contractor.

**PS DB 4.2.6 Finishing**

**PS DB 4.2.6.1 Reinstate road surfaces complete with all courses Unit: m<sup>2</sup>**

Replace DB 8.3.6.1 with the following:

a) Gravel ..... Unit: m<sup>2</sup>

The area will be calculated from the length of finished road or paved surfaces as applicable and with the trench width taken as 0,8m. Payment for finishing will be additional to that for excavation covered by 8.3.2.

The rate shall cover the cost, selective excavation (including the equipment that is required to break up, remove and, if necessary, stockpile the original surface material), and subsequently of reinstating and compaction and shall include the cost of delays and the cost of any risk of having to repair damage as specified in DB 5.10. Compaction to be according to PS DB 5.7.2

**PSL MEDIUM PRESSURE PIPELINES**

This specification covers the supply and installation of pipelines of diameter up to 1 000 mm, complete with ancillary works, for transporting water and sewage under working pressures of up to 2.5 MPa.

BID NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVOIR AT MATSULU, ENTRANCE AND YOUTH CENTRE SECTION

---

## PSL 1 MATERIALS

### PSL 1.1 GENERAL

Replace the first sentence of L 3.1 with the following:

HDPE pipes, where relevant, will be used in the water pipelines.

Pipes and fittings shall be of the types specified in the schedule or in the project specification and, unless otherwise required in terms of the project specification, they and their couplings shall be capable of withstanding the applicable test pressure specified in 7.3.1. All pipes and fittings shall be supplied complete with couplings and jointing material.

Satisfactory temporary end covers shall be provided for the protection of threads, flanges, and prepared ends of plain-ended pipes and fittings, and to prevent damage to internal lining during transportation and during handling on Site.

Pipeline materials shall be so transported, stored, and handled that pipe are not overstressed at any time and fittings are not damaged in any way. HDPE pipes to be stored under shade for the period between delivery to site and pipe laying and backfilling. All thin-walled, flexible, and soft-coated pipes shall be handled with particular care and shall be so stored that they are not subject to concentrated pressure from stones or other objects. Pipes damaged or cracked in any way shall be removed from the Site.

### PS L 1.2 STEEL PIPES, FITTINGS AND SPECIALS

#### PS L 1.2.3 Pipes of Nominal Bore over 150mm

*ADD THE FOLLOWING PARAGRAPHS:*

"All mild steel pipes and fittings other than screwed and socketed pipes, shall comply with the requirements of SANS 719 grade A. Specials shall be manufactured from straight pipes in accordance with the relevant requirements of BS534. All welding in pipes and specials shall be electric fusion welding.

Before leaving the factory, all mild steel pipes and fittings shall be protected against corrosion in accordance with the relevant Particular Specification.

Plain ends of pipes and fittings shall be covered and protected against damage while being transported from the factory to the Site.

The Contractor is responsible for preparing detailed dimensioned pipe schedules for the approval of the Engineer prior to the start of fabrication of the pipes, fittings and specials.

The Engineer will supply a general arrangement drawing of each pipeline showing its start and end points as well as its horizontal and vertical alignment together with positions of valves and other specials

The Contractor will be responsible for detailing each individual pipe and pipe special. Site welding shall not be permitted due to its deleterious effect on linings and coatings. All pipes and specials shall be eminently suitable for receiving internal linings as specified.

Welding and visual examination of mild steel piping shall be carried out in accordance with BS 4871 Part 1, BS 2633 or BS 2571 as appropriate. Dye penetration examination shall be undertaken on not less than 10 % of all welds.

#### PS L 1.2.4 Fittings and Specials

BID NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVOIR AT MATSULU, ENTRANCE AND YOUTH CENTRE SECTION

---

ADD THE FOLLOWING TO THIS SUB-CLAUSE:

“All pipe specials shall be accurately made to the sizes and dimensions specified or given on the drawings and/or Schedule.

Unless otherwise specified, segmented steel bends shall be made with a radius equal to 2.0 times the pipe diameter. If details of segmented bends are not provided, the bends shall have one mitre weld each, up to and including a deflection angle of 22.5° and two mitre welds each up to and including 45°, and three mitre welds each up to and including 90°.

All other fittings and specials (excluding pipe bends) to be in accordance with SANS 719 unless otherwise indicated on the drawing.

The vertical axis of all fabricated steel items shall be accurately identified by using paint marks on the pipe ends.”

#### **PS L 1.2.5 Welding Operators and Procedures**

ADDITIONAL CLAUSE AFTER 3.4.4:

##### **PS L 1.2.5.1 Competence of Workmen**

“The Contractor shall employ only competent and coded welders and shall submit certificates proving the competence of welders. The Engineer will ask for additional competence tests if and when required.”

##### **PS L 1.2.5.2 Welding Procedure**

Welding is to conform to the latest edition of API 1104 and BS 4515 field welding of carbon steel pipelines.

Before the start of any welding work under this Contract, the Contractor shall submit his proposed welding procedures of the various types of welds to the Engineer for approval. The Engineer may require procedures to be qualified by destructive testing.

Once the welding procedures have been approved, no modifications will be allowed without the consent of the Engineer in writing.

No welding shall be done until the welding procedures and welders have been properly qualified in accordance with the procedure and performance qualification test requirements of SANS 044. Exception may be allowed if the fabricator can submit records of such tests which have been made by an independent inspection authority.

#### **PS L 1.3 JOINTING MATERIALS**

##### **PS L 1.3.1 Flanges and Accessories**

ADD THE FOLLOWING TO THIS SUB-CLAUSE:

“The requirements of SANS 1123 are applicable.



**BID NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVOIR AT MATSULU, ENTRANCE AND YOUTH CENTRE SECTION**

All flanges for pipes of nominal bore up to 150mm shall be full face slip-on flanges made of ASTMA 105 grade 1 steel to ANSI B16.5.

All flanges for pipes of nominal bore exceeding 150mm shall be full face flanges made of grade 43 steel to BS 4360 (or equal). Bolts shall be made from grade B steel to ASTM A307.

Stainless steel bolts are to be used for all stainless-steel flanges. Wall or puddle flanges shall be made of flat iron, 75mm X 8mm thick, welded to pipe specials on both sides of the flange. Where stainless steel flanges are to be bolted to mild steel flanges, isolating bushes and washers are to be used to electrically isolate two connected pipe sections. Gaskets used shall have adequate isolating capacity in terms of cathodic protection requirements.

Flange drilling to conform to SANS 1123/2001 (Table as indicated on the Drawings). It is the Contractor's responsibility to ensure that the flange sizes and drilling match.

Material for gaskets on flanged joints shall comply with the requirements of BS 4865 and be cut to the full width of the flange. The material shall be selected to accommodate the maximum conditions of temperature, pressure, and to be compatible with the material conveyed."

**PS L 1.3.2 Loose Flanges**

ADD THE FOLLOWING TO THIS SUB-CLAUSE:

"Slip-on flanges, when required, shall be welded inside and outside. There shall be a distance from the face of the flange to the pipe end equal to the pipe wall thickness plus 3mm. The seal weld shall be applied so that the flange face shall be free of weld spatter and does not require re-facing. Unless otherwise indicated, the flange bolt holes shall be orientated to straddle the vertical centreline in the case of vertical flange face. For horizontal flange face, bolt holes shall straddle the north-south centrelines."

**PS L 1.3.3 Bolts, Nuts and Fasteners**

ADD THE FOLLOWING NEW SUB-CLAUSE:

"Bolts, nuts and other fasteners for the assembly and installation of fabricated components and standard flanges other than anchor bolts shall be hexagon head type complying with the requirements of SANS 135 with ISO threads of the coarse pitch series. Except where high tensile fasteners are required the material shall be of equal or better corrosion or coating than the items being fastened.

Washers of the same or compatible material as the bolts shall be provided at each nut. The use of multiple washers will not be accepted. Spring washers together with flat washers shall be fitted to all nuts subject to vibration. Bolts shall project not less than 3mm and not more than 8mm from the head of the nuts after tightening. Projections on individual and common flange sets shall be identical.

Bolts, nuts and washes shall be hot dip galvanised as a minimum level of corrosion protection unless stainless steel is specified. Plated nuts, bolts and washers shall not be used on the permanent Contract Works.

High tensile bolts shall only be used when it is essential and shall be coated to a system approved by the Engineer."

**PS L 1.3.4 Couplings**

ADD THE FOLLOWING NEW SUB-CLAUSE:

BID NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVOIR AT MATSULU, ENTRANCE AND YOUTH CENTRE SECTION

---

"General purpose flexible couplings for M.S. and 3CR12 pipelines shall be "Viking Johnson" or similar type as approved by the Engineer and manufactured from the same material as the pipes to be coupled. Nuts and bolts shall comply with Sub-clause PSL 3.8.8.

All buried couplings shall be completely wrapped in "Denso" or equal approved mastic impregnated tape after installation and testing.

All exposed couplings shall be coated to the same specification as the pipeline in which they are used."

#### **PSL 1.4 CORROSION PROTECTION**

##### **PSL 1.4.1 Protection of Steel Pipes and Accessories**

All the pipe items of steel with diameters from 100mm and more must, unless otherwise specified be provided of three coats of epoxy paint (KSIR 88 or similar) to provide a final film of 300-micron dried thickness. Application must be according to the suppliers' prescription and must be on the inside and outside. Steel pipe items with diameters smaller than 100mm must be protected using galvanising or epoxy paint.

#### **PSL 1.5 VALVES (Subclause 3.10)**

Delete this clause and replace with the following:

Valves shall comply with the requirements of SANS 664. All valves shall be tested hydraulically to the specified pressure. During testing the valves shall meet two conditions: firstly, with the pressure applied with the valve completely open and thereafter to either side of the gate with the valve completely closed.

All valves shall be coated with a protective layer of paint or solution applied in an approved manner. All valves shall close in an anticlockwise direction when viewed from above on the spindle. All cap tops supplied on the range of valves, shall be of the same size in order that no size valve key may be used.

#### **PSL 2 CONSTRUCTION**

##### **PSL 2.1 LAYING**

###### **PSL 2.1.1 General**

Where connecting to the existing pipeline the position of the existing pipeline must be established by excavating test holes (hand excavation) before any trench excavation to the planned connection point is undertaken. The Contractor will not be compensated for excavation and any other work that is executed and proves to be unnecessary because this specification was not followed.

###### **PSL 2.1.2 Depth And Covering (Subclause 5.1.4)**

Delete this clause and replace with the following:

Except where permitted in PSL 2.1.2 hereafter, water pipes shall be positioned in such a way as to maintain a minimum cover of 1 000mm from the finished surface to the top of the pipe.

BID NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVOIR AT MATSULU, ENTRANCE AND YOUTH CENTRE SECTION

---

Where stormwater pipes and/or sewer pipes cross the water pipe, the minimum free distance between the outside of any of the pipes and the outside of the coupling of the water pipe shall be 150mm. Should, at the specified minimum cover, the free distance be less than 150mm, the water pipe will be lowered to the required level ensuring the free distance for a minimum distance of 1,0m, either side of the centre line of the stormwater- or sewer pipe, beyond which the pipe will be sloped back to the required level according to PSL 2.1.1 as detailed in subclause 5.1.4.2 of SANS 1200L.

## **PS L 2.2 JOINTING METHODS**

### **PS L 2.2.1 Flanges (Steel Pipelines)**

ADD THE FOLLOWING TO THIS SUB-CLAUSE:

Pipes shall not be aligned and levelled such that the pipes, specials and valves strain the flexible couplings. All precautions shall be taken to ensure watertightness for every type of coupling.

Where specified, pipes on both sides of flexible couplings shall be anchored across the coupling with tie rods or straps to prevent them pulling out.

### **PSL 2.2 CONNECTION AT EXISTING PIPES**

Add the following to this clause as subclause 5.11:

All the consumers concerned as well as the Engineer and the Statutory Authority shall be notified in writing at least one week before the existing water supply is interrupted. Arrangements for the interruption of the water supply shall be made in advance with the Statutory Authority and the Contractor shall not be entitled to lodge any claims as a result of problems caused by non-compliance. Under no circumstances shall employees of the Contractor be allowed to interrupt the water supply at any time.

All activities during the interruption of the water supply shall be planned and co-ordinated beforehand and all the preparations possible shall be completed before the interruption to minimise the inconvenience to the consumers. The Engineer has the authority to stop or to postpone the interruption and the Contractor will not be entitled to any claims in this regard, should the Engineer be of the opinion that the interruption was prolonged more than necessary as a result of bad planning by the Contractor.

## **PS L 2.3 SETTING OF VALVES, SPECIALS AND FITTINGS**

ADD THE FOLLOWING TO THIS SUB-CLAUSE:

Valves shall be jointed such as to remain operative when the downstream pipe is removed. All

valves shall be placed as and were indicated on the drawing.

## **PSL 2.4 CONCRETE ENCASING**

Replace the first sentence of L 5.4 with the following:

BID NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVOIR AT MATSULU, ENTRANCE AND YOUTH CENTRE SECTION

---

Concrete encasing with concrete with strength of 20 MPa/19mm, must be provided at positions indicated by the Engineer. Provision must be made to keep the pipe in position during the placement of the concrete encasing. The length of concrete encasing will be determined by means of site instructions from the Engineer.

#### **PSL 2.4.1 Soil Crete Encasing**

Add the following:

A mixture of Portland cement and gravel of base quality that is mixed in a ratio of 1:10 must be provided at positions indicated by the Engineer. Provision must be made to keep the pipe in position during the placement of the soilcrete encasing. The length of soilcrete encasing will be determined by means of a site instruction from the Engineer.

#### **PSL 2.5 VALVE CHAMBERS**

##### **PSL 5.6.1 General**

Substitute the first sentence of L 5.6.1 with the following:

The drawings of valve chambers, which are bound into the document, shall supersede the corresponding drawings in the standard specification.

Valve chambers, to the relevant specified sizes and specifications, shall be installed at all the new positions as indicated on the detailed drawings.

#### **PSL 2.7 CLEANING OF PIPE**

Sub clauses (a), (b) and (c) must be adhered to.

#### **PSL 2.8 PIPE MARKERS**

Pipe markers shall be installed at 50m intervals on the pipeline route, at all the newly installed isolation and scour valves as indicated on the detailed drawings as well as at all positions where the pipeline route deviates from the horizontal.

#### **PSL 3 TESTING (Clause 7)**

##### **PS L 3.1 GENERAL**

*ADD THE FOLLOWING SUB-CLAUSES:*

##### **PS L 3.1.1 Inspection (Additional Clause 7.1.1 under 7.1)**

The Contractor shall be responsible for supplying pipes and specials which comply with the specification in every way and he shall arrange for such inspection of his own work as well as work done by others as may be necessary to ensure this.

All welded steel items shall receive a 100% visual inspection of all welds after they have been cleaned and all visible defects shall be rectified.

BID NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVOIR AT MATSULU, ENTRANCE AND YOUTH CENTRE SECTION

---

The Employer reserves the right to appoint suitable qualified inspectors to inspect all stages of the manufacturing process in the Contractor's workshop and in those of his suppliers, on either a part time or a full time basis. The Contractor shall have no claim for moderate inconvenience due to the inspection procedure.

**PS L 3.1.2      Standard of Acceptance (Additional Clause 7.1.2 under 7.1)**

The Standard of acceptance of welding shall be laid down in API 1104: Standard for welding pipe lines and related facilities, for API 5L line pipe.

**PS L 3.1.3      Marking (Additional Clause 7.1.3 under 7.1)**

All individual pipe fittings and pipe specials shall be clearly marked with the appropriate reference numbers for identifying purposes. Reference numbers shall be legibly painted and also stamped on the one end of each pipeworkitem.

The position of a weld test shall be clearly recorded and related to a pipe number.

**PS L 3.2      INITIAL TESTS ON WELDING STEEL PIPES**

**PS L 3.2.1      Dye-Penetrant Test**

*ADD THE FOLLOWING TO THIS SUB-CLAUSE:*

The Contractor shall perform non-destructive testing on complete welds being not less than 10% of the total welding performed, in addition to every weld for steel specials.

**PS L 3.2.4      Paraffin Test (Additional Clause after 7.2.2)**

All fabricated steel bends, fittings and specials which cannot readily be pressured tested in the works shall receive a paraffin test on all welds to ensure that they are completely watertight. Alternatively, other liquid penetrants may be used.

**PS L 3.2.5      Destructive Tests (Additional Clause after 7.2.2)**

The Engineer receives the right to call on the Contractor to perform destructive tests such as transverse tensile, root bend and flattening tests on test specimens cut from the pipes.

Separate payment will be made for such tests if they are called for, but the Contractor shall accept that the cutting out of a specimen and its testing may cause a moderate disruption of his work.

**PSL 3.3      STANDARD HYDRAULIC PIPE TEST (Subclause 7.3.1)**

**PSL 3.3.1 Test pressure and time of test**

Add the following to L 7.3.1.1:

Pipes shall not be tested against isolating valves. Special blank flanges or end caps, fully anchored, shall be provided for testing.

**PSL 4      MEASUREMENT AND PAYMENT (Clause 8)**

**PSL 4.1      SCHEDULED ITEMS**

BID NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVOIR AT MATSULU, ENTRANCE AND YOUTH CENTRE SECTION

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**PSL 4.1.1 Supply, Lay and Bed Pipes complete with couplings ..... Unit: m**

**PSL 4.1.1.1 HDPE Class 16 pipes**

The pipes should be the type with a spigot at one end and a socket with tying rubber at the other. All pipes to have the class and diameter clearly marked, in addition to Manufacturer's details.

**PSL 4.2.1.2 Steel Pipes**

The pipes should be threaded at both ends and supplied fitted with one threaded socket. The pipes will thus be jointed using threaded sockets except on advice of Engineer or where drawings details indicate otherwise.

**PSL 4.2.2 Extra-over 8.2.1 for the Supplying, Laying, and Bedding of Specials Complete with Couplings...  
.....Unit: No**

These shall be measured and paid for per installation, complete with the inclusion of the cutting of pipes, couplings, extra excavation and all extra material and labour that is required, including tees, fittings complete as shown on the drawings.

**PSL 4.2.2.1 Extra-over 8.2.1.1 for the Supplying, Laying, and Bedding of Specials Complete with Couplings for Steel pipes and adaptors to HDPE**

Bends, Tees and Reducers shall be steel, be flanged and drilled to Table 16 at all ends. End caps to be flanged at the open end. Bends to be long radius. Steel - HDPE Adaptors to be flanged at end linking to the steel pipe and spigot ended at end linking the HDPE pipe. The spigot end to match the diameter of PVC piping. Separate flanges to be drilled to Table 16 with threading to match the steel pipe threading.

**PSL 4.2.2.2 Extra-over 8.2.1.2 for the Supplying, Laying, and Bedding of Specials Complete with Couplings for HDPE pipes**

All bends, reducers, tees, end caps etc for HDPE sections to be HDPE, unless indicated on the drawings. All bends to be long radius with one end socketed and the other spigot end. The rest of the fittings/ specials to be socketed at all ends, unless the drawings or Engineer suggests otherwise.

**PSL 4.2.3 Extra-over 8.2.1 for the Supply, Fixing and Bedding of Valves .....Unit: No**

Add the following to L 8.2.3:

Valves are measured and paid for per installation, complete with the inclusion of the cutting of pipes, couplings, extra excavation and all extra material and labour that is required, including tees, fittings complete as shown on the drawings.

**PSL4.2.4 Cut into and Connect to Existing Mains.....Unit: No**

The number of each type and diameter of pipe cut into small measure the cutting into existing mains.

The Tendered rate shall include full compensation for all arrangements with the relevant authorities, isolating the main, cutting into the main to accommodate the connecting fitting, dewatering, excavating, removing of excess material, taking steps to prevent the ingress of soil, stones and other material into the main as well as all material and labour to connect the pipe.

BID NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVOIR AT MATSULU, ENTRANCE AND YOUTH CENTRE SECTION

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## **PSLB BEDDING (Pipes)**

Add the following to LB 1.1:

This specification also covers the bedding required for sleeve pipes.

### **PSLB 1 MATERIALS (Clause 3)**

#### **PS LB 1.1 SELECTED GRANULAR MATERIAL**

Substitute LB 3.1 with the following:

Selected granular material shall be an aggregate, sand or granular material, all of a non-cohesive nature and free from any organic material, of which the grading analysis shows 100 % passing a 13, 2 mm sieve and not more than 5 % passing a 0,075 mm sieve.

Only if approved by the Engineer may sand from the trench excavations be used as selected material

#### **PS LB 1.2 SELECTED FILL MATERIAL**

Substitute LB 3.2 with the following:

The requirements of PS LB 3.1 shall apply mutatis mutandis.

#### **PS LB 1.3 BEDDING**

Add the following to LB 3.3:

All pipes shall be classified as flexible pipes and shall have a bedding of selected granular material and selected fill material.

### **PS LB 1.4 SELECTION**

#### **PS LB 1.4.1 Suitable Material from Trench Excavation Available**

Replace the first sentence of LB 3.4.1 with the following:

Notwithstanding the requirements DB 3.7 and LB 3.4.1 relating selected excavation methods, the Contractor must follow selected excavation methods and provide or use plant that will prevent material that is suitable and necessary for bedding being contaminated.

#### **PSLB 1.5 SUITABLE MATERIAL NOT AVAILABLE FROM TRENCH EXCAVATIONS (Subclause 3.4.2)**

Change the free haul distance in this subclause from 0,5 km to 2,0 km.

## **PSLB 2 MEASUREMENT AND PAYMENT**

### **PSLB 2.1 FREEHAUL (Subclause 8.1.6)**

#### **PS LB 2.2 PRINCIPLES**

##### **PS LB 2.2.1 Provision of Bedding from Trench Excavation**

- a) Selected granular material ..... Unit: m<sup>3</sup>
- b) Selected fill material ..... Unit: m

The rates shall cover the cost of acquiring, from within 0,5 km, bedding that complies with the relevant requirements of the specification, of delivering it to points alongside the trench spaced to suit the Contractor's methods of working, and of disposing of displaced material within a free haul distance of 0,5 km.

BID NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVOIR AT MATSULU, ENTRANCE AND YOUTH CENTRE SECTION

---

In terms of the standardized specifications covering pipelines, the rate for the supply and laying of pipelines covers the cost of handling bedding material from alongside the trench and placing it under and around the pipeline

#### **PSLB 2.2.2 Supply only of Bedding by Importation**

From other necessary excavations

- a) Selected granular material ..... Unit: m
- b) Selected fill material ..... Unit: m

#### **PSLB 2.2.3 From commercial sources**

- a) Selected granular material ..... Unit: m
- b) Selected fill material ..... Unit: m

The rate shall cover the cost of acquiring, regardless of distance, the required bedding from commercial sources (see Subclause 8.3.4 of SANS 1200 D or Subclause 8.3.4 of SANS 1200 DA, as relevant), of delivering it to points alongside the trench spaced to suit the Contractor's methods of working, and of delivering it to points alongside the trench spaced to suit the Contractor's methods of working, and of disposing of material displaced by such importation, within a free haul distance of 0,5 km.

#### **PSLB 2.2.4 Encasing of Pipes in Concrete ..... Unit:**

Separate items will be scheduled for each size of pipe and for each grade of concrete specified.  
The volume will be computed from the dimensions of the concrete as given on the drawing.

The rate shall cover the cost of dealing with any excavation (in all materials including disposal of surplus) that is additional to that measured under the item for pipe trench excavation, the cost of encasing the pipe in concrete including the cost of formwork (if any), etc., and the cost of formwork to form flexible joints at 4 m centres.

#### **PS LB 2.2.5 Overhaul of material for Bedding cradle and selected fill blanket Unit: m<sup>3</sup>.km**

Substitute LB 8.2.5 with the following:

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

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

#### **SANS 1200 GA: CONCRETE (SMALL WORKS)**

This specification covers the requirements for concrete (plain and reinforced) for small works associated with pipelines, roads, railways, pump stations, etc. It covers the basic materials, the plant and formwork required, the quality, manufacture, and curing of concrete, tolerances in workmanship, testing, and the methods by which the finished structure is to be measured for the purposes of payment

##### **PSGA 1 MATERIAL**

##### **PSGA 1.1.1 Applicable Specifications**

Add the following to G 3.2.1:



BID NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVOIR AT MATSULU, ENTRANCE AND YOUTH CENTRE SECTION

---

Portland cement that conforms to SANS 471

**PSGA 1.1.2 Storage of Cement**

Add the following to G 3.2.2:

Consignments of cement shall be used in the same sequence as that in which they are delivered to site. No cement shall be used which has been stored on site for a longer period than 6 (six) weeks. All cement so stored for a longer period than 6 (six) weeks, all cement damaged in any way, and all cement which does not comply with the specification, shall be removed immediately and permanently from the site.

**PSGA 2 PLANT****PSGA 2.1 Formwork****PSGA 2.1.1 Ties**

Add the following to G 4.4.3:

No ties will be allowed in vertical walls and permanent metal ties shall have a minimum concrete cover of 40 mm. Tie holes shall be filled with an approved non-shrink epoxy grout.

**PSGA 3 CONSTRUCTION****PSGA 3.1 REINFORCEMENT****PSGA 3.1.2 Cover**

Substitute G 5.1.3 with the following:

The cover of concrete over reinforcement, unless otherwise indicated on the drawings, shall be not less than 40 mm.

**PSGA 3.3 FORMWORK****PSGA 3.3.1 Classification of Finishes**

Add the following to G 5.2.1:

The following surface conditions are required in the various portions of the finished concrete:

(a) Rough

Concealed surfaces and surfaces lower than 100 mm below finished ground level.

(b) Smooth

All surface finishes not classified as "rough" in paragraph (a) shall be classified as "smooth". All exposed edges unless otherwise indicated on the drawings, shall be chamfered 20 mm x 20 mm by means of triangular fillets fixed to the formwork.

**PSGA 3.4 CONCRETE****PSGA 3.4.1 Quality****PSGA 5.4.1.2 Consistency**

BID NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVOIR AT MATSULU, ENTRANCE AND YOUTH CENTRE SECTION

---

Add the following to sub clause G 5.5.1.2(a):

The slump of concrete used in water retaining structures may not be less than 30mm and not more than 60mm.

#### **PSGA 3.4.1.2 Strength concrete**

Add the following to G 5.5.1.7:

The grade of strength concrete and the maximum nominal size of coarse aggregate for each portion of the works, unless otherwise indicated on the drawings, shall be as follows:

- |   |              |
|---|--------------|
| (a) Blinding layers and encasing of pipes | 15 MPa/19 mm |
| (b) Benching                              | 25 MPa/19 mm |
| (c) Screeds                               | 25 MPa/10 mm |
| (d) Reinforced concrete                   | 35 MPa/19 mm |

#### **PSGA 3.4.1.3 Durability**

Concrete shall be so proportioned to ensure that the water/cement ratio does not exceed 0,5 and, to ensure workability, water-reducing admixtures of approved manufacture shall be used in preference to increasing the cement content.

#### **PSGA 3.4.2 Concrete Surfaces**

Add the following to GA 5.4.8.1:

Concrete surfaces under screeds, granolithic finishes or benching shall be brought up to a plane, uniform surface with a suitable screed board.

#### **PSGA 3.4.3 Construction Joints**

The use of construction joints must be minimised and may only be placed as shown on the drawings or at positions as approved by the Engineer. At all construction joints in walls a PVC water stop without a centre bulb must be placed as shown on the drawings. Alternative materials with similar properties may be proposed but may only be installed after approval of the Engineer.

#### **PSGA 3.4.4 Wood-floated finish**

Where wood floating is specified or scheduled, the surface shall first be given a finish as specified in G 5.5.10.1 and after the concrete has hardened sufficiently; it shall be floated to a uniform surface free from trowel marks. The screed surface shall be wood-floated, either by hand or machine, only sufficiently to produce a uniform surface free from screed marks.

#### **PSGA 3.4.5 Steel-floated finish**

Where steel floating is specified or scheduled, the surface shall be treated as specified in PS G 5.5.10.4 except that, when the moisture film has disappeared and the concrete has hardened sufficiently to prevent laitance from being worked to the surface, the screed surface shall be steel-trowelled under firm pressure to produce a dense, smooth, uniform surface free from trowel marks.

#### **PSGA 4 Measurements and Payment (Clause 8)**

BID NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVOIR AT MATSULU, ENTRANCE AND YOUTH CENTRE SECTION

---

### **PSGA 8.1.1 Formwork**

Formwork, other than formwork covered by 8.1.1.2 and 8.1.4, will be measured as the net area of the face of the concrete to be supported during the deposition of concrete. No deduction will be made for fillets and splays of size up to 50 mm x 50 mm or for openings of diameter up to 0,7 m or of area up to 0.5 m<sup>2</sup>.

Formwork in continuous lengths of narrow widths and of fillets or splays over 20 mm x 20 mm will be measured by length, the width or range of widths being stated in the schedule. Boxing-out, the forming of holes, and other such operations will be measured by number, basic dimensions, perimeters, or drawing references, as stated in the schedule.

The unit rate shall cover the cost of all parts of formwork in contact with the concrete, and the necessary bearers, struts, and other supports, plus the labour and plant necessary to erect and strike such formwork.

### **PSGA 8.1.2 Reinforcement**

Steel for normal reinforced concrete will be measured net by mass of all bars, including supporting steel detailed on the reinforcing schedules. The mass will be computed from the nominal bar size and nominal mass per unit length. No allowance will be made for cutting, waste, spacer devices (materials other than steel bars), or binding wire.

Steel reinforcement for precast concrete units will not be measured unless so scheduled (see 8.6). Welded mesh will be measured by area as shown on the drawings, no allowance being made for cutting, waste, laps, or deductions for end cover. The areas measured will be those of the concrete floor or slab being reinforced by means of mesh. In the case of continuous unit partly reinforced by mesh, the area will be computed from the outside dimensions of the area covered by mesh regardless of whether or not additional reinforcing steel is present in the same area. Steel off cuts resulting from the cutting and bending of reinforcement in accordance with the bending schedules shall be deemed to be the property of the Contractor.

### **PSGA 8.1.3 Concrete**

- a) Concrete will be measured net to the dimensions shown on the drawings or to the dimensions cast, whichever are the smaller. Structural elements that are undersized will be measured for payment only if they are accepted by the Engineer
- b) No allowance will be made for concrete required to make up overbreak in soft excavation, but payment will be made for additional concrete or formwork, or both, ordered in writing by the Engineer to replace unsuitable material or overbreak in hard rock or in intermediate excavation.

The unit rates shall cover the cost of the provision of concrete (made with ordinary portland cement unless otherwise scheduled), mixing, testing, placing, compacting, the forming of stop-ends and unforeseen construction joints, striking of for levelling as applicable, and curing and repairing where necessary, together with the cost of all parts of formwork in contact with the concrete and the necessary bearers, struts, and other supports, plus the layout and plant necessary to erect and strike such formwork.

### **PSE.11. MANUALS**

PSE.11.1 Three complete sets of maintenance and operator manuals shall be supplied at first handover.

PSE.11.2 The manual shall include at least the following for all the equipment:

BID NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVOIR AT MATSULU, ENTRANCE AND YOUTH CENTRE SECTION

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- Sales pamphlets
- Full technical information
- Connection diagrams
- As built drawings
- Calibration and commissioning information.

#### **PSE.12. DRAWINGS**

PSE.12.1 Workshop drawings shall be submitted to the engineer for approval before any manufacturing commences.

#### **C3.6 PARTICULAR SPECIFICATIONS**

##### **PSE.13. QUALITY OF MATERIAL**

**PSE.13.1 Only new material and equipment of the highest quality will be accepted.**

##### **C3.4.1.2 Particular Specifications**

The following Particular Specifications for work not covered by the SANS 1200 Standardized Specifications are also included hereunder:

#### **PC TRIMMING OF SITE**

##### **PC1 SCOPE**

This work shall consist of the finishing of the entire site affected by the Contractor's operations before the issue of the Completion Certificate.

##### **PC2 REQUIREMENTS**

After completion of the work covered by this Contract , the entire area affected by the Contractor's operations shall be finished off and cleared up and all loose rock shall be removed, if required, and disposed of as directed by the Engineer.

Under no circumstances shall the Contractor use machines for trimming.

All loose stones, roots or other waste matter exposed on fill or excavation slopes, which are liable to become loosened shall be removed and all debris and muck from clearing operations shall be disposed of and the area affected by the Contractor's operations and all camp sites left in a neat and presentable manner.

All false work, temporary supports and structures, casting yards or platforms and equipment shall be removed from the site and from all ground occupied by the Contractor in connection with the work. All parts of the work and adjacent ground shall be left in a neat and presentable condition, all to the satisfaction of the Engineer.

##### **PC3 MEASUREMENT AND PAYMENT**

Measurement and payment for complying with the above requirements will not be made separately, and would be regarded as being provided for in full by relevant payment items under 1200 A - General.

#### **PD MAINTENANCE**

##### **PD1 MAINTENANCE DURING CONSTRUCTION**

BID NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVOIR AT MATSULU, ENTRANCE AND YOUTH CENTRE SECTION

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From the time of taking over the site by the Contractor, as set out in the Special Conditions of Contract until the acceptance of the work and the issue of the Completion Certificate, the Contractor shall be responsible for the maintenance of the work and shall rebuild, repair, restore and make good at his own expense all injuries or damages to any portion thereof whether occasioned by the action of the elements or any other cause.

## **PD2 MAINTENANCE OF COMPLETED WORK**

### **Periods of Maintenance**

The periods of maintenance for each completed section of work shall extend for twelve months from the time of acceptance of the work and the issue of the relevant Completion Certificate for that section of the work as the case maybe as set out in Clause 5.3 of the General Conditions of Contract.

### **PD2.1 Work during Period of Maintenance**

The Contractor shall be responsible for the repair at his own expense, of all defects in any of the works constructed by him, or affected by him during construction, all in terms of Clause 53 of the General Conditions of Contract.

## **PD3 MEASUREMENT AND PAYMENT**

Measurement and payment for maintenance as described above shall be deemed to be included in the prices tendered and paid for the various items for which payment is made in terms of this Contract and such prices shall be full compensation for the supply of all supervision, labour, materials, equipment, plant and work necessary for the maintenance thereof.

The retention monies as set out in the General Conditions of Contract, Clause 49 (3) shall be released only upon Final Settlement of the Contract as set out in Clause 52 of the General Conditions of Contract

BID NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVOIR AT MATSULU, ENTRANCE AND YOUTH CENTRE SECTION

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**PE CONTINGENCIES**

**PE1 CONTINGENCIES**

An amount to be spent in part or in whole at the complete discretion of the Engineer. This amount shall not form part of the 15% as is defined in Clause 50 of the General Conditions of Contract.

**PLI: Particular Specification for Generic Labour-intensive Specification**

**PLI: PARTICULAR SPECIFICATION FOR GENERIC LABOUR-INTENSIVE SPECIFICATION**

**B 1231 LABOUR BASED CONSTRUCTION METHODS**

Bidders must take into consideration that the following works may only be constructed using labour-based construction methods:

- a) Excavation to expose existing services.
- b) Preparation of bedding material for water pipes.
- c) Laying of pipes.
- d) Installation of pipe markers
- e) Installation of Gabions
- f) Erf Connection

Where Bidders propose to use additional labour-based methods, the methods must be stated as well as the activities. It will reflect positively on the Bidder's bid if he should use more labour-based methods.

**PLI 1 Scope**

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

- (a) trenches having a depth of less than 1,5 metres

**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.

**(a) 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;

BID NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVOIR AT MATSULU, ENTRANCE AND YOUTH CENTRE SECTION

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 excavateable 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

## BID NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVOIR AT MATSULU, ENTRANCE AND YOUTH CENTRE SECTION

(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 excavateable material including topsoil classified as hand excavateable shall be excavated by hand. Harder material may be loosened by mechanical means prior to excavation by hand.

The excavation of any material which presents the possibility of danger or injury to workers shall not be excavated by hand.

**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 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.

**SCHEDULES OF QUANTITIES**

*Note: Labour-intensive works must be highlighted in the schedules/bills of quantities for the payment items relating to labour-intensive works.*

*The following wording, as appropriate, may be included in the preamble or pricing instructions to the schedules/bills of quantities in the Contract with the Contractor:*

- 1 Those parts of the contract to be constructed using labour-intensive methods have been marked in the bill of quantities with the letters LI in a separate column or as a prefix or suffix against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of



BID NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVOIR AT MATSULU,  
ENTRANCE AND YOUTH CENTRE SECTION

plant to provide such works, other than plant specifically provided for in the scope of works, is a deviation from the contract. The items marked with the letters 'LI' are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour intensive specification in the Scope of Works.

- 2 Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

The following payment items should be included in the bill of quantities:

Training allowance paid to targeted labour in terms of formal training that must be under the guidance of the Engineer and training provider sourced through the Engineer.

Extra over for the administration of payment of training allowances to targeted labour

Transport and accommodation of workers for training where it is not possible to undertake the training in close proximity to the site.  
(Provisional sum)

Person days Person

days

Sum

(insert quantity)(as

above)

(insert provisional sum) (insert

specified day rate)

BID NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVOIR AT MATSULU, ENTRANCE AND YOUTH CENTRE SECTION

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## **PCBS CONSTRUCTION WORKS FOR COMMUNITY BASED SUB-CONTRACTORS**

### **PCBS 1 SCOPE**

The works covered in this section are works that have been proposed to be executed by Community Based Sub-Contractors. The identified scope of work by the Employer includes but not limited to the following:

- ☐ Excavation and backfilling of trenches for water reticulation;
- ☐ Installation of Pipe Markers;
- ☐ Installation of Gabions;
- ☐ Installation of erf connections;
- ☐ Construction of Stone pitching (on areas identified by the Employer's Agent);
- ☐ Any other task identified on site and approved by the Employer's Agent on site;

### **PCBS 2 REQUIREMENTS**

#### **PCBS 2.1 Procurement**

The Contractor shall handle and manage the procurement process of the sub-Contractors and once appointed, should be dealt with in accordance with the provisions of Clause 4.4 of the General Conditions of Contract 2015. The procurement process for the Community Based Sub-Contractors shall entail advertising, evaluation and selection of successful bidders.

#### **PCBS 2.2 Training**

Training for the successful Community Based Sub-Contractors must be conducted before commencement of any works on site.

#### **PCBS 2.3 Management of Community Based Sub-Contractors**

The Contractor shall be responsible for management of the Community based Sub Contractors including all works executed (including Quality, Contractual Liabilities).

The Contractor shall be expected to enter into a Contract with the nominated or selected Sub-Contractor(s) in accordance with the requirements of Clause 4.4 the General Conditions of Contract. The Employer must be supplied with a copy of the Contract /agreement for records.

In the execution of the Sub-Contract Work, the Contractor shall ensure that the Sub-Contractor(s) comply with all relevant legislation and regulations including, but not confined to, the Occupational Health and Safety Act. The Contractor hereby indemnifies the Employer against any loss, damage, or claim for Sub-Contract Works set out for this specific project arising out of the former's failure to comply with instructions issued to him in regard to these requirements.

#### **PCBS 2.4 Overheads, charges and profit for payment associated with Community Based Sub-Contractor's works.**

The Contractor shall charge a percentage for handling works associated with works executed by Community Based Sub-Contractors.

### **PCBS 3 MEASUREMENT AND PAYMENT**

Measurement and payment for works implemented by Community Based Sub-Contractors will not be made separately, and would be regarded as being provided for in full by relevant payment items under applicable standards.

**PCBS 3.1 Procurement Of Community Based Sub-Contractors**

Procurement process for the totality of all tenders  
amounting to 25% of section 2 and section 3 bid  
pricecommunity based sub-contractors to be  
concluded for

the appointment of (minimum CIDB grading 1CE ) ..... Unit: Lump  
Sum

**PCBS 3.2 Training of Community Based Sub-Contractors**

- a) Generic Skills .....Unit: Prov  
Sum
- b) Entrepreneurial skills ..... Unit: Prov  
Sum
- c) Engineering skills .....Unit: Prov  
Sum
- d) Overheads, charges and profit on items 4.3 a,b,c, and d... Unit: %

**PCBS 3.3 Management Of Community Based Sub-Contractors**

Superintendence of sub-contracted works i.e  
supervising, checking, approving and taking over  
works

completed by community based sub-contractors .....Unit:  
Months

**PCBS 3.4 Construction works for Community Based Sub-Contractors**

Overheads, charges and on payments associated  
withworks amounting to 25% of Section 2 and  
section 3 bid price with scope of recommended to  
be carried

out by community based sub-contractors ..... Unit: %

**C3.6: HEALTH AND SAFETY****C3.6 HEALTH AND SAFETY****C3.6.1 HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES**

Before starting work on site, the Contractor shall present to the Engineer his Health and Safety Plan which includes the COVID-19 plan for approval. He shall also appoint a health and Safety Officer in writing and give a copy of the letter of appointment to the Engineer.

The Health and Safety Specification is attached as Appendix B and must be referred to when compiling the Health and Safety Plan.

**(a) Construction Regulations, 2003**

The Contractor shall be required to comply with the Occupational Health and Safety Act, 1993: Construction Regulations, 2003 (the regulations) as promulgated in Government Gazette No 25207 and Regulation Gazette No 7721 of 18 July 2003. Non-compliance with these regulations, in any way whatsoever, will be adequate reason for suspending the Works.

The proposed type of work, materials to be used and potential hazards likely to be encountered on this Contract are detailed in the Project Specifications, Schedule of Quantity and Drawings, as well as in the Employers' Health and Safety Specifications (regulation 4(1)) of the Construction Regulations 2003.

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.

Payment items are included in the Schedule of Quantities to cover the Contractor's cost for compliance with the OHS Act and the abovementioned regulations.

**(b) COVID-19 Occupational Health and Safety Measures in Workplaces COVID-19 (C19 OHS), 2020**

**The Contractor shall be required to comply with the COVID-19 Occupational Health and safety Measures in Workplaces act: COVID-19 (C19 OHS),2020 for as long as the declaration of a national disaster published in Government Gazette 43096 on 15 March 2020 remain in force. Non-compliance with these regulations, in any way whatsoever, will be adequate reason for suspending the Works or termination of contract.**

**C3.6.2 PROTECTION OF THE PUBLIC**

The site is accessible to the general public. The Contractor shall ensure that all personnel entering the construction site is fully informed about the dangers, dos and don'ts on the site. The Contractor shall ensure that non-construction personnel are protected within the guidelines of the OH&S Regulations.

**C3.6.3 BARRICADES AND LIGHTING**

All excavations, into which a person may fall, shall be securely barricaded at all times in accordance with the requirements of the applicable OH&S Regulations.

**C3.6.4 TRAFFIC CONTROL ON ROADS**

The Safety Officer shall take full responsibility for the traffic control in and around the site. The personnel on site shall be fully informed and trained by the Safety Officer regarding the construction traffic and general traffic control.

**C3.6.5 MEASURES AGAINST DISEASE AND EPIDEMICS**

**Necessary measures must be adopted and implement occupational health and safety measures to reduce and eliminate the escalations of infections in workplaces against disease, epidemics and pandemics on site as and when directed by the Department of Labour.**

**C3.6.6 AIDS AWARENESS**

All construction personnel shall be given an Aids Awareness briefing session by the Safety Officer.

**C3.6.7 COVID-19 AWARENESS**

All construction personnel shall be given an COVID-19 Awareness briefing session by the Safety Officer.

ZWELISH BID NO: COM17/2023 PROVISION OF RETICULATION NETWORK AND RESERVOIR AT MATSULU,  
ENTRANCE AND YOUTH CENTRE SECTION

**PART C4 SITE INFORMATION**

**PART C4: SITE INFORMATION****GENERAL**

This section describes the site at the time of tender to enable the tenderer to price his tender and to decide upon his method of working and programming and risks.

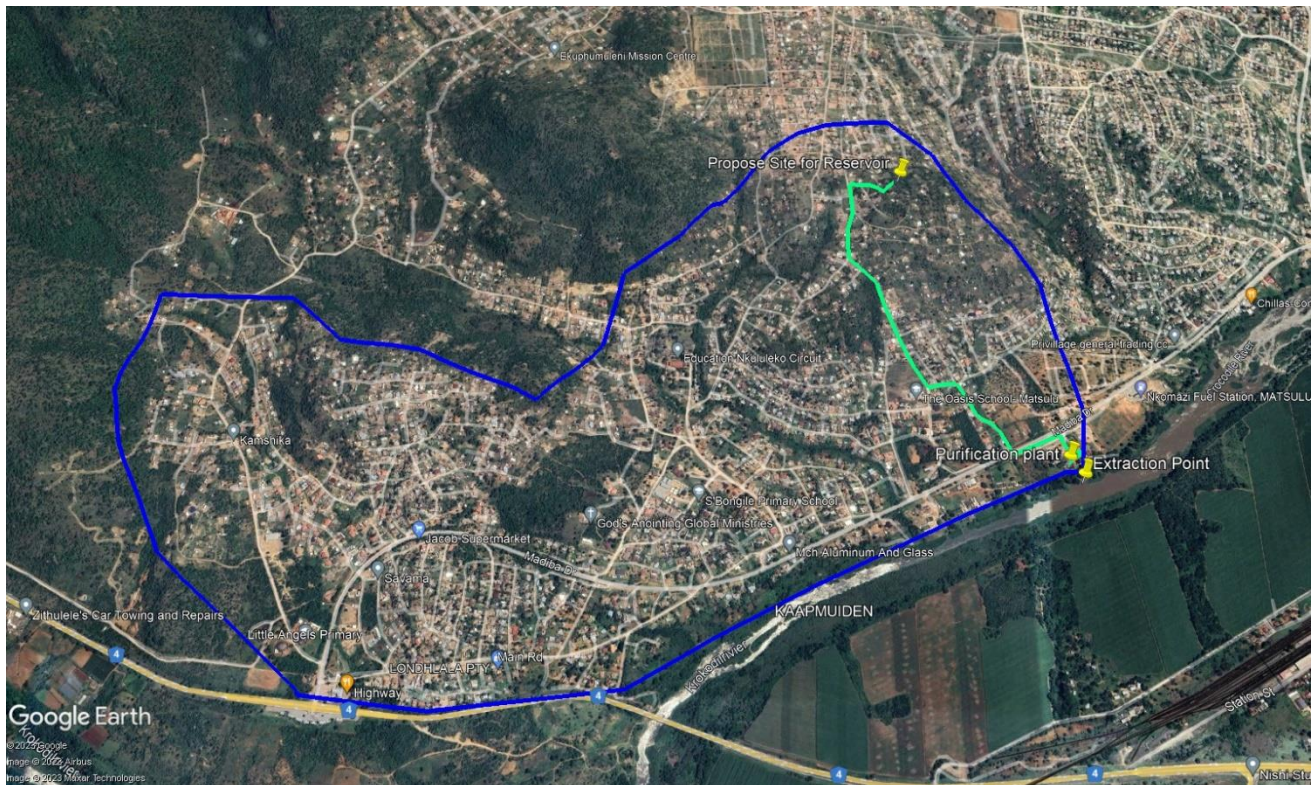
**CONTENTS**

<b>SI1</b>	<b>Site location</b>
<b>SI2</b>	<b>Climatic Condition</b>
<b>SI3</b>	<b>Geotechnical Investigation</b>
<b>SI4</b>	<b>Photographs of existing information</b>

## SI 1 Project Location

### 1.1 Site Location

The proposed site is located about 40km east of Mbombela at the entrance in Matsulu currently forming part of the City of Mbombela Local Municipality and City of Mbombela in Mpumalanga Province. The proposed project site is accessible by heavy and light moving vehicles through Madiba Drive but some section are not easily accessible like the reservoir site. The centre coordinates for the proposed site are Latitude: 25°32'7.29"S, Longitude: 31°18'0.92"E. The proposed site locality map is shown in Figure 1 below.



**Figure 1: Locality Plan of the Project**

### SI 2 Climatic Condition

The climate in Mbombela is warm and temperate. In winter, there is more rainfall in the Mbombela area with an average annual rainfall of approximately 953mm per year, most of which occurs in heavy isolated falls between October and March. The greatest amount of rainfall occurs in January with an average of 168.12mm. The average low temperatures 14.7 degrees Celsius (°C) and the average high temperatures is 28.16 degrees Celsius (°C). Weinert developed an N-value which is the ratio of the annual evaporation versus annual precipitation of a region and has been defined for Southern Africa region (Weinert, 1980). Climatic regime of the present and recent past plays an important role in the soil profile below the earth's surface (A.B.A Brink). The N-values are therefore used to characterise mode of weathering of the rocks within the subcontinent.

Weinert demonstrated that chemical decomposition is the predominant mode of rock weathering in areas where climatic "N-value" is less than 2. In areas where climatic N-value is between 2 and 5, disintegration is the predominant form of weathering, although some chemical decomposition of the primary rock minerals still takes place. Where the climatic N-value is greater than 5, secondary minerals do not develop to an appreciable extent and all weathering takes place by mechanical disintegration of the rock. Disintegration is the predominant form of weathering, although some chemical decomposition of the primary rock minerals still takes place.

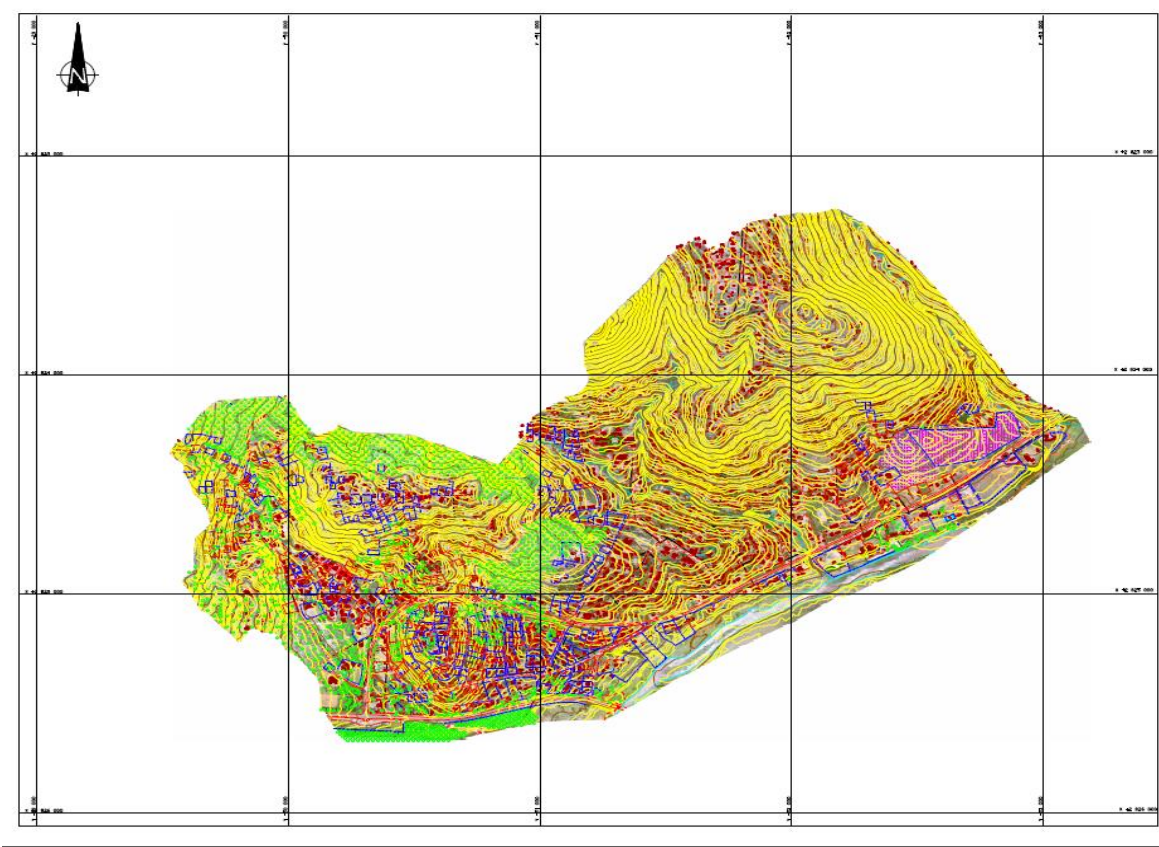


### **SI 3 Geotechnical Investigation**

Geotechnical consultant will be appointed and the contractor will be advised on the actions to be taken on areas that will require further inspections.

**3.1 Survey**

The field work phase of the investigation was conducted on December 2022 and below is the surveyed area.



**Figure 3: Map showing area**

**ANNEXURE A: OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS**

**OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS**

**CONTENTS**

PARTICULAR SPECIFICATIONS.....A-1

AGREEMENT OCCUPATIONAL HEALTH AND SAFETY ..... A-10

CONTRACTOR'S HEALTH AND SAFETY DECLARATION ..... A-13

PRO FORMA NOTIFICATION ..... A-16

## PARTICULAR SPECIFICATIONS

### SECTION OHS: OHSA 1993: HEALTH AND SAFETY SPECIFICATION

#### OHS 1 **SCOPE**

This specification covers the health and safety requirements to be met by the Contractor to ensure a continued safe and healthy environment for all workers, employees and subcontractors under his control and for all other persons entering the site of works.

This specification shall be read with the Occupational Health and Safety Act (Act No 85 and amendment Act No 181) 1993, and the corresponding Construction Regulations 2014, and all other safety codes and specifications referred to in the said Construction Regulations **and the COVID-19 Occupational Health and Safety Measures in Workplaces, COVID-19(C19 OHS), 2020.**

In terms of the OHSA Agreement in Section (C1.4) of the Contract document, the status of the Contractor as mandatory to the Employer (client) is that of an employer in his own right, responsible to comply with all provisions of OHSA 1993, the Construction Regulations 2014 and **COVID-19(C19 OHS), 2020.**

This safety specification and the Contractor's own Safety Plan, the Construction Regulations 2014 as well as **COVID-19(C19 OHS), 2020**, shall be displayed on site or made available for inspection by all workers, employees, inspectors and any other persons entering the site of works.

The following are possible risks associated with this project:

- Please insert the risks associated with the project here

Additional risks may arise from specific methods of construction selected by the Contractor which are not necessary covered in the above.

#### OHS 2 **DEFINITIONS**

For the purpose of this contract the following shall apply:

**Employer** where used in the contract documents and in this specification, means the Employer as defined in the General Conditions of Contract and it shall have the exact same meaning as **"client"** as defined in the Construction Regulations 2014. **"Employer"** and **"client"** is therefore interchangeable and shall be read in the context of the relevant document.

- (c) **"Contractor"** wherever used in the contract documents and in this specification, shall have the same meaning as **"Contractor"** as defined in the General Conditions of Contract.

In this specification the terms **"principal contractor"** and **"contractor"** are replaced with **"Contractor"** and **"subcontractor"** respectively.

For the purpose of this contract the **Contractor** will, in terms of OHSA 1993, be the mandatory, without derogating from his status as an employer in his own right.

- (d) **"Engineer"** where used in this specification, means the Engineer as defined in the General Conditions of Contract. In terms of the Construction Regulations the Engineer may act as agent on behalf of the Employer (the client as defined in the Construction Regulations).

**OHS 3      TENDERS**

The Contractor shall submit the following with his tender:

- (a) a documented Health and Safety Plan as stipulated in Regulation 7 of the Construction Regulations. The Safety Plan must be based on the Construction Regulations 2014 and **COVID-19(C19 OHS), 2020** and will be subject to approval by the Employer;
- (b) a declaration to the effect that he has the competence and necessary resources to carry out the work safely in compliance with the Construction Regulations 2014;
- (c) a declaration to the effect that he made provision in his tender for the cost of the health and safety measures envisaged in the Construction Regulations.
- (d) Failure to submit the foregoing with his tender, will lead to the conclusion that the Contractor will not be able to carry out the work under the contract safely in accordance with the Construction Regulations.

**OHS 4      NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK**

After award of the contract, but before commencement of construction work, the Contractor shall, in terms of Regulation 3, notify the Provincial Director of the Department of Labour in writing if the following work is involved:

- (a) the demolition of structures and dismantling of fixed plant of height of 3,0m or more;
- (b) the use of explosives;
- (c) construction work that will exceed 30 days or 300 person-days;
- (e) excavation work deeper than 1,0m; or
- (f) working at a height greater than 3,0m above ground or landings.

The notification must be done in the form of the pro forma included under Section T2 (Forms to be Completed by Tenderer) of the tender document.

A copy of the notification form must be kept on site, available for inspection by inspectors, Employer, Engineer, employees and persons on site.

**OHS 5      RISK ASSESSMENT**

Before commencement of any construction work during the construction period, the Contractor shall have a risk assessment performed and recorded in writing by a competent person. (Refer Regulation 9 of the Construction Regulations 2014).

The risk assessment shall identify and evaluate the risks and hazards that may be expected during the execution of the work under the contract, and it shall include a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards identified.

The risk assessment shall be available on site for inspection by inspectors, Employer, Engineer, subcontractors, employees, trade unions and health and safety committee members, and must be monitored and reviewed periodically by the Contractor.

**OHS 6      APPOINTMENT OF EMPLOYEES AND SUBCONTRACTORS**

**6.1      Health and Safety plan**

The Contractor shall appoint his employees and any subcontractors to be employed on the contract, in writing, and he shall provide them with a copy of his documented Health and Safety Plan, or relevant sections thereof. The Contractor shall ensure that all subcontractors and employees are committed to the implementation of his Safety Plan.

## **6.2 Health and safety induction training**

The Contractor shall ensure that all employees under his control, including subcontractors and their employees, undergo a health and safety induction training course by a competent person before commencement of construction work. No visitor or other person shall be allowed or permitted to enter the site of the works unless such person has undergone health and safety training pertaining to hazards prevalent on site.

The Contractor shall ensure that every employee on site shall at all times be in possession of proof of the health and safety induction training issued by a competent person prior to commencement of construction work.

## **OHS 7 APPOINTMENT OF SAFETY PERSONNEL**

### **7.1 Construction Supervisor**

The Contractor shall appoint a full-time **Construction Supervisor** with the duty of supervising the performance of the construction work.

He may also have to appoint one or more competent employees to assist the construction supervisor where justified by the scope and complexity of the works.

### **7.2 Construction safety officer**

Taking into consideration the size of the project and the hazards or dangers that can be expected, the Contractor shall appoint in writing a full-time or part-time **Construction Safety Officer** if so decided by the client. The Safety Officer shall have the necessary competence and resources to perform his duties diligently.

Provision shall be made by the Contractor in his rates, to cover the cost of this dedicated construction safety officer appointed after award of the contract.

### **7.3 Health and safety representatives**

In terms of **Section 17 and 18 of the Act (OHSA 1993)** the Contractor, being the employer in terms of the Act for the execution of the contract, shall appoint a **health and safety representative** whenever he has more than 20 employees in his employment on the site of the works. The health and safety representative must be selected from employees who are employed in a full-time capacity at a specific workplace.

The number of health and safety representatives for a workplace shall be at least one for every 100 employees.

The function of health and safety representative(s) will be to review the effectiveness of health and safety measures, to identify potential hazards and major incidents, to examine causes of incidents (in collaboration with his employer, the Contractor), to investigate complaints by employees relating to health and safety at work, to make representations to the employer (Contractor) or inspector on general matters affecting the health and safety of employees, to inspect the workplace, plant, machinery etc. on a regular base, to participate in consultations with inspectors and to attend meetings of the health and safety committee.

### **7.4 Health and safety committee**

In terms of Sections **17 and 18 of the Act (OHSA 1993)** the Contractor (as employer), shall establish one or more **health and safety committee(s)** where there are two or more health and safety representatives at a workplace. The persons selected by the Contractor to serve on the committee shall be designated in writing.

The function of the health and safety committee shall be to hold meetings at regular intervals, but at least once every three months, to review the health and safety measures on the contract, to discuss incidents related to health and safety with the Contractor and the inspector, and to make recommendations regarding health and safety to the Contractor and to keep record of recommendations and reports made by the committee.

## 7.5 Competent persons

In accordance with the Construction Regulations the Contractor has to appoint in writing **competent persons** responsible for supervising construction work on each of the following work situations that may be expected on the site of the works.

- (a) Risk assessment and induction training as described in Regulation 9 of the Construction Regulations;
- (b) Fall protection as described in Regulation 10;
- (c) Structures described in Regulation 11;
- (d) Temporary works described in Regulation 12;
- (e) Excavation described in Regulation 13;
- (f) Demolition work described in Regulation 14;
- (g) Tunneling as described in Regulation 15;
- (h) Scaffolding as described in Regulation 16;
- (i) Suspended platforms as described in Regulation 17;
- (j) Rope Access Work as described in Regulation 18;
- (k) Material hoists as described in Regulation 19;
- (l) Bulk mixing plant as described in Regulation 20;
- (m) Explosive actuated fastening device as described in Regulation 21;
- (n) Cranes as described in Regulation 22;
- (o) Construction vehicle and mobile as described in Regulation 23;
- (p) Electrical installations and machinery of construction sites as described in Regulation 24;
- (q) Use and temporary storage of flammable liquids on construction sites as described in Regulation 25;
- (r) Water environments as described in Regulation 26;
- (s) Housekeeping and general safeguarding on construction sites as described in Regulation 27;
- (t) Stacking and storage on construction sites as described in Regulation 28;
- (u) Fire precautions on construction sites as described in Regulation 29, and
- (s) Construction employees' facilities as described in Regulation 30.

A competent person may be appointed for more than one part of the construction work with the understanding that the person must be suitably qualified and able to supervise at the same time the construction work on all the work situations for which he has been appointed.



The appointment of competent persons to supervise parts of the construction work does not relieve the Contractor from any of his responsibilities to comply with **all** requirements of the Construction Regulations.

## **OHS 8    RECORDS AND REGISTERS**

In accordance with the Construction Regulations the Contractor is bound to keep records and registers related to health and safety on site for periodic inspection by inspectors, the Engineer, the Employer, trade union officials and subcontractors and employees. The following records and registers must be kept on site and shall be available for inspection at all times.

- (a) A copy of the OHSA 1993 Construction Regulations 2014;
- (b) A copy of this Health and Safety Specification;
- (c) A copy of the Contractor's Health and Safety Plan (Regulation 7);
- (d) A copy of the Notification of Construction Work (Regulation 4);
- (e) A health and safety file in terms of Regulation 5(1)(b) with inputs by the Construction Safety Officer (Regulation 7(1));
- (f) A copy of the risk assessment described in Regulation 9;
- (g) A full protection plan and the corresponding records of evaluation and training of employees working from elevated positions as described in Regulation 10;
- (h) Drawings pertaining to the design of structures (Regulation 11(1)(c)) and formwork and support work structures (Regulation 12) must be kept on site;
- (i) Pronouncement of the safety of excavations must be recorded in a register to be kept on site (Regulation 13);
- (j) A copy of the certificate of the system design for suspended platforms (Regulation 17(2)(b));
- (k) A notice must be affixed around the base towers of material hoists to indicate the maximum mass load, which may be carried at any one time by material hoists (Regulation 19(5));
- (l) Maintenance records of material hoists and inspection results must be kept in a record book to be kept on site (Regulation 19(8));
- (m) A record of any repairs to or maintenance of a batch plant must be kept on site (Regulations 20(8));
- (n) A warning notice must be displayed in a conspicuous manner when and wherever an explosive powered tool is used (Regulation 19(2));
- (o) A register for recording of findings by the competent person appointed to inspect construction vehicles and mobile plant (Regulation 23(1)(k)).

## **OHS 9    CONTRACTORS RESPONSIBILITIES**

For this contract the Contractor will be the mandatory of the Employer (Client), as defined in the Act (OHSA 1993), which means that the Contractor has the status of employer in his own right in respect of the contract. The Contractor is therefore responsible for all the duties and obligations of an employer as set out in the Act (OHSA 1993) and the Construction Regulations 2014.

Before commencement of work under the contract, the Contractor shall enter into an agreement with the Employer (Client) to confirm his status as mandatory (employer) for the contract under consideration.

The Contractor's duties and responsibilities are clearly set out in the Construction Regulations 2014 and are not repeated in detail but some important aspects are highlighted hereafter, without relieving the Contractor of any of his duties and responsibilities in terms of the Construction Regulations.

(a) Contractor's position in relation to the Employer (Client) (Regulation 5)

In accordance with Section 4 of the Regulations, the Contractor shall liaise closely with the Employer or the Engineer on behalf of the Employer, to ensure that all requirements of the Act and the Regulations are met and complied with.

(b) The Principal Contractor and Contractor (Regulation 7)

The Contractor is in terms of the definition in Regulation 1 the equivalent of Principle Contractor as defined in the Construction Regulations, and he shall comply with all the provisions of Regulation 7.

Any subcontractors employed by the Contractor must be appointed in writing, setting out the terms of the appointment in respect of health and safety. An independent subcontractor shall however provide and demonstrate to the Contractor a suitable, acceptable and sufficiently documented health and safety plan before commencement of the subcontract. In the absence of such a health and safety plan the subcontractor shall undertake in writing that he will comply with the Contractor's safety plan, the health and safety specifications of the Employer and the Construction Regulations 2014.

(c) Supervision of construction work (Regulation 8)

The Contractor shall appoint the safety and other personnel and employees as required in terms of Regulation 7 and as set out in OHS 7 above. Appointment of those personnel and employees does not relieve the Contractor from any of the obligations under Regulation 7.

(d) Risk assessment (Regulation 9)

The Contractor shall have the risk assessment made as set out in paragraph 7 above before commencement of the work and it must be available on site for inspection at all times. The Contractor shall consult with the health and safety committee or health and safety representative(s) etc. on a regular basis to ensure that all employees, including subcontractors under his control, are informed and trained by a competent person regarding health hazards and related work procedures.

No subcontractor, employee or visitor shall be allowed to enter the site of works without prior health and safety induction training, all as specified in Regulation 7.

(e) Fall protection (Regulation 10)

Fall protection, if applicable to this contract shall comply in all respects with Regulation 8 of the Construction Regulations.

(f) Structures (Regulation 11)

The Contractor will be liable for all claims arising from collapse or failure of structures if he failed to comply with all the specifications, project specifications and drawings related to the structures, unless it can be proved that such collapse or failure can be attributed to faulty design or insufficient design standards on which the specifications and the drawings are based.

In addition, the Contractor shall comply with all aspects of Regulation 11 of the Construction Regulations.

(g) Temporary works (Regulation 12)

The Contractor will be responsible for the adequate design of all formwork and support structures by a competent person.

All drawings pertaining to formwork shall be kept on site and all equipment and materials used in formwork, shall be carefully examined and checked for suitability by a competent person.

The provisions of Regulation 12 of the Construction Regulations shall be followed in every detail.

(h) Excavation work (Regulation 13)

It is essential that the Contractor shall follow the instructions and precautions in the Standard Specifications and Project Specifications as well as the provisions of the Construction Regulations to the letter as unsafe excavations can be a major hazard on any construction site. The Contractor shall therefore ensure that all excavation work is carried out under the supervision of a competent person, that inspections are carried out by a Professional Engineer or Technologist, and that all work is done in such a manner that no hazards are created by unsafe excavations and working conditions.

Supervision by a competent person will not relieve the Contractor from any of his duties and responsibilities under Regulation 13 of the Construction Regulations.

(i) Demolition work (Regulation 14)

Whenever demolition work is included in a contract, the Contractor shall comply with all the requirements of Regulation 14 of the Construction Regulations. The fact that a competent person has to be appointed by the Contractor does not relieve the Contractor from any of his responsibilities in respect of safety of demolition work.

(j) Tunneling (Regulation 15)

The Contractor shall comply with Regulation 15 wherever tunneling of any kind is involved.

(k) Scaffolding (Regulation 16)

The Contractor shall ensure that all the provisions of Regulation 16 of the Construction Regulations are complied with. [Note: Reference in the Regulations to "Section 44 of the Act" should read "Section 43 of the Act"].

(l) Suspended platforms (Regulation 17)

Wherever suspended platforms will be necessary on any contract, the Contractor shall ensure that copies of the system design issued by a Professional Engineer are submitted to the Engineer for inspection and approval. The Contractor shall appoint competent persons as supervisors and competent scaffold erectors, operators and inspectors and ensure that all work related to suspended platforms are done in accordance with Regulation 17 of the Construction Regulations.

(m) Rope Access Work (Regulation 18)

Where rope access work is required on the construction site, the Contractor shall comply with Regulation 18.

(n) Material Hoists (Regulation 19)

Wherever applicable, the Contractor shall comply with the provisions of Regulation 19 to the letter.

(o) Batch plants (Regulation 20)

Wherever applicable, the Contractor shall ensure that all lifting machines, lifting tackle, conveyors, etc. used in the operation of a batch plant shall comply with, and that all operators, supervisors and employees are strictly held to the provisions of Regulation 20. The Contractor shall ensure that the General Safety Regulations (2003), the Driven Machinery Regulations (Government Notice R295 of 26/2/1988) and the Electrical Installation Regulations (Government Notice R2271 of 11/10/1995) are adhered to by all involved.

In terms of the Regulations, records of repairs and maintenance shall be kept on site.

(p) Explosive powered tools (Regulation 21)

The Contractor shall ensure that, wherever explosive-powered tools are required to be used, all safety provisions of Regulation 21 are complied with.

It is especially important that warning notices are displayed and that the issue and return of cartridges and spent cartridges be recorded in a register to be kept on site.

(q) Cranes (Regulation 22)

Wherever the use of tower cranes becomes necessary, the provisions of Regulation 20 shall be complied with.

(r) Construction vehicles and mobile plant (Regulation 23)

The Contractor shall ensure that all construction vehicles and plant are in good working condition and safe for use, and that they are used in accordance with their design and intended use. The vehicles and plant shall only be operated by workers or operators who have received appropriate training, all in accordance with all the requirements of Regulation 23.

All vehicles and plant must be inspected on a daily basis, prior to use, by a competent person and the findings must be recorded in a register to be kept on site.

(s) Electrical installation and machinery on construction sites (Regulation 24)

The Contractor shall comply with the Electrical Installation Regulations (Government Notice R2920 of 23 October 1992) and the Electrical Machinery Regulations (Government Notice R1953 of 12 August 1993). Before commencement of construction, the Contractor shall take adequate steps to ascertain the presence of, and guard against dangers and hazards due to electrical cables and apparatus under, over or on the site.

All temporary electrical installations on the site shall be under the control of a competent person, without relieving the Contractor of his responsibility for the health and safety of all workers and persons on site in terms of Regulation 24.

(t) Use of temporary storage of flammable liquids on construction sites (Regulation 25)

The Contractor shall comply with the provisions of the General Safety Regulations (2003) and all the provisions of Regulation 25 of the Construction Regulations to ensure a safe and hazard-free environment to all workers and other persons on site.

(u) Water environments (Regulation 26)

Where construction work is done over or in close proximity to water, the provisions of Regulation 26 shall apply.

(v) Housekeeping on Construction sites (Regulation 27)

Housekeeping on all construction sites shall be in accordance with the provisions of the environment Regulations for workplaces (Government Notice R2281 of 16 October 1987) and all the provisions of Regulation 27 of the Construction Regulations.

(w) Stacking and storage on construction sites (Regulation 28)

The provisions for the stacking of articles contained in the General Safety Regulations (2003) as well as all the provisions Regulation 28 of the Construction Regulations shall apply.



(x) Fire precautions on construction sites (Regulation 29)

The provisions of the Environmental Regulations for Workplaces (Government Notice R2281 of 16 October 1987) shall apply.

In addition, the necessary precautions shall be taken to prevent the incidence of fires, to provide adequate and sufficient fire protection equipment, sirens, escape routes etc. all in accordance with Regulation 29 of the Construction Regulations.

(y) Construction employees' facilities (Regulation 30)

The Contractor shall comply with the construction site provisions as in the Facilities Regulations (2004), the provisions of Regulation 30 of the Construction Regulations and **the COVID-19 Occupational Health and Safety Measures in Workplaces COVID-19 (C19 OHS), 2020.**

(z) Non-compliance with the Construction Regulations 2014

The foregoing is a summary of parts of the Construction Regulations applicable to all construction projects.

The Contractor, as employer for the execution of the contract, shall ensure that all provisions of the Construction Regulations and **the COVID-19 Measures in Workplaces** applicable to the contract under consideration are complied with to the letter.

Should the Contractor fail to comply with the provisions of the Regulations 3 to 30 as listed in Regulation 33 **and COVID-19 (C19 OHS),2020**, he will be guilty of an offence and will be liable, upon conviction, to the fines or imprisonment as set out in Regulation 33.

***The Contractor is advised in his own interest to make a careful study of the Act, the Construction Regulations and the COVID-19 (C19 OHS),2020 as ignorance of the Act and the Regulations will not be accepted in any proceedings related to non-conformance to the Act and the Regulations.***

## **OHS 10 MEASUREMENT AND PAYMENT**

### **10.1 Principles**

It is a condition of this contract that Contractors, who submit tenders for this contract, shall make provision in their tenders for the cost of all health and safety measures during the construction process. All associated activities and expenditure are deemed to be included in the Contractor's tendered rates and prices.

(a) **Safety personnel**

The Construction Supervisor, the Construction Safety Officer, Health and Safety Representatives, Health and Safety Committee and Competent Persons referred to in clauses 7.1 to 7.5 shall be members of the Contractor's personnel, and no additional payment will be made for the appointment of such safety personnel.

(b) **Records and Registers**

The keeping of health and safety-related records and registers as described in paragraph 8 is regarded as a normal duty of the Contractor for which no additional payment will be considered, and which is deemed to be included in the Contractor's tendered rates and prices.

**AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT NO 85 OF 1993**

THIS AGREEMENT is made between.....

(hereinafter called the EMPLOYER of the one part, herein represented by:

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

in his capacity as:

.....

AND:

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

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

in his capacity as:

..... duly authorized to  
sign on behalf of the Contractor.

**WHEREAS** the CONTRACTOR is the Mandatory of the EMPLOYER in consequence of an agreement between the CONTRACTOR and the EMPLOYER in respect of

CONTRACT:.....

AND WHEREAS the EMPLOYER and the CONTRACTOR have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended by OHSA Amendment Act No 181/1993 (hereinafter referred to as the ACT);

**NOW THEREFORE** the parties agree as follows:

- 1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.**
- 2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.**
- 3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the Employer's CONSULTING ENGINEERS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.**

4. The CONTRACTOR agrees that any duly authorized officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.
5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus signed at..... for and on behalf of the **CONTRACTOR**

on this the ..... day of ..... 20.....

SIGNATURE: .....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESSES: 1. ....

2. ....

Thus signed at ..... for and on behalf of the **EMPLOYER** on this

the ..... day of ..... 20.....

SIGNATURE: .....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESSES: 1. ....

2. ....



### CONTRACTOR'S HEALTH AND SAFETY DECLARATION

In terms of Clause 4(4) of the OHSA 1993 Construction Regulations 2014 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHSA 1993 Construction Regulations 2014.

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

#### Declaration by Tenderer

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHSA 1993 Construction Regulations 2014.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I propose to achieve compliance with the Regulations by one of the following:
  - (a) From my own competent resources as detailed in 4(a) hereafter:..... **\*Yes / No**
  - (b) From my own resources still to be appointed or trained until competency is achieved, as detailed in 4(b) hereafter:..... **\*Yes / No**
  - (c) From outside sources by appointment of competent specialist subcontractors as detailed in 4(c) hereafter:..... **\*Yes / No**

(\* = delete whatever is not applicable)

4. Details of resources I propose:

*(Note: Competent resources shall include safety personnel such as a construction supervisor and construction safety officer as defined in Regulation 8, and competent persons as defined in Regulations 9-29, (all or individual regulations) as applicable to this contract)*

- (a) Details of the competent and qualified key persons from my company's own resources, who will form part of the contract team:

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

- (b) Details of training of persons from my company's own resources (or to be hired) who still have to be trained to achieve the necessary competency:
- (i) By whom will training be provided? .....
  - (ii) When will training be undertaken? .....
  - (iii) List the positions to be filled by persons to be trained or hired: .....  
.....  
.....
- (c) Details of competent resources to be appointed as subcontractors if competent persons cannot be supplied from own company:
- Name of proposed subcontractor: .....
- Qualifications or details of competency of the subcontractor: .....
5. I hereby undertake, if my tender is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 7(1) of the Construction Regulations, which plan shall be subject to approval by the Employer.
6. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHSA 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.
7. I hereby confirm that adequate provision has been made in my tendered rates and prices in the schedule of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2014, and that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations (Regulation 33) for failure on the Contractor's part to comply with the provisions of the Act and the Regulations.
8. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2014, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.

SIGNATURE: .....

DATE: .....

*(of person authorised to sign on behalf of the Tenderer)*

**PRO FORMA NOTIFICATION FORM IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993,  
CONSTRUCTION REGULATIONS 2014**

***[This form must be completed and forwarded, prior to commencement of work on site, by all Contractors that qualify in terms of Regulation 3 of the Construction Regulations 2014, to the office of the Department of Labour]***

**NOTIFICATION OF CONSTRUCTION WORK**

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

-----

- (b) Name and tel. pf 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 clients contact person or agent:

-----

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

-----

- (b) -----

5. Name and telephone number of principal contractor's sub- ordinate supervisor on site appointed in terms of Regulation 8 (1).

-----

6. Name/s of principal contractor's sub- ordinate supervisor on site appointed in terms of Regulation 8 (2)

-----

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

-----

8. Nature of the construction work:

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9. Expected commencement date:

-----

10. Expected completion date:

-----

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

Total: \_\_\_\_\_ Male: \_\_\_\_\_ Female \_\_\_\_\_

12. Planned number of contractors on the construction:

-----

13. Name (s) of contractors already selected.

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\_\_\_\_\_  
Principal Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client's Agent (where  
applicable)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client

\_\_\_\_\_  
Date

**ANNEXURE B: DRAWINGS FOR TENDER PURPOSES**