


# EMALAHLENI LOCAL MUNICIPALITY



CONTRACT NO. ELM 04/2021

## CONSTRUCTION WORK AT LEEUWPOORT LANDFILL SITE

MAY 2021

PREPARED FOR:	PREPARED BY:
<b>EMALAHLENI LOCAL MUNICIPALITY</b> CNR MANDELA & ARRAS STREET P.O BOX 3 EMALAHLENI 1035  Telephone: 013 690 6298 Fax: 013 690 6207	<b>SIYANDIZA CONSULTING ENGINEERS (PTY) LTD</b> 31 SOPHIA STREET DEL JUDOR, EXTENSION 4 WITBANK 1035  Telephone: 078 885 5188 Contact Person: Ms. Mpho Masuku Email: <a href="mailto:mpho@siyandiza.com">mpho@siyandiza.com</a> 

TENDERER: .....

CIDB REGISTRATION NO: .....

AMOUNT (INCL. VAT):.....

AMOUNT IN WORDS: .....

B-BBEE LEVEL OF CONTRIBUTION.....

CSD REGISTRATION NO:.....



**Contract No. 04/2021**

**CONSTRUCTION WORK AT LEEUWPOORT LANDFILL SITE**

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# EMALAHLENI LOCAL MUNICIPALITY



**Contract No. 04/2021**

## **CONSTRUCTION WORK AT LEEUWPOORT LANDFILL SITE**

### **T1.1: TENDER NOTICE AND INVITATION TO TENDER**

The Emalahleni Local Municipality invites tenders for the Construction Work at Leeuwpoot Landfill Site.

It is a condition of contract that tenderers should have a CIDB contractor grading designation of 4 CE or higher. 3CE Potentially Emerging Enterprises who satisfy criteria stated in the Tender Data may submit Tender offers.

Preferences are offered to tenderers who a grading designation of 4 CE or 3CE PE.

The Physical Address for collection of Tender Documents is:

Document will only be available on the following websites:

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

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

To prevent the spread of the Covid-19 virus through interactions a non-compulsory virtual clarification meeting with representatives of the Employer will take place on 11 May 2021 starting at 10h00 via Microsoft Teams. Tenderers are required to register for attending the virtual briefing to be conducted by the clients Representative by sending details (email address and representative name and surname) of the bidding entity to [mphe@siyandiza.com](mailto:mphe@siyandiza.com). A Microsoft Teams invite will be sent to the bidding entities registered not later than 10 May 2021.

Minutes of the clarification meeting will be made available (published online) after the clarification meeting on 17 May 2021. Tender documents will be downloadable on the following websites: [www.emalahleni.gov.za](http://www.emalahleni.gov.za) or [www.etenders.gov.za](http://www.etenders.gov.za). Fully completed tender documents, clearly marked with the "NAME of the Tenderer" must be placed in a sealed envelope and placed in the tender box situated outside the Civic Centre, First floor, Emalahleni Local Municipality, 29 Mandela Street, eMalahleni 1035 or sent via courier services to the above mentioned address. Couriers documents should be delivered to the First Floor, supply chain Management Offices at the aforementioned address. The envelope must be endorsed with the bid number, title of the bid and closing date as indicated in the document.

Queries relating to the issues of these documents may be addressed to:

Zinhle Moroku

Tel No. 013 690 6497

Fax No. 013 690 6207

E-mail. [masangonz@emalahleni.gov.za](mailto:masangonz@emalahleni.gov.za)

or

Edwin Sedupane

Tel No. 013 690 6298

Fax No. 013 690 6207

E-mail. [sedupaneme@emalahleni.gov.za](mailto:sedupaneme@emalahleni.gov.za)

A clarification meeting with representatives of the Employer will take place at Microsoft Teams on 2021/05/11 starting at 10h00.

The Closing time for receipt of Tenders is 11h00 on Friday, 11 June 2021.

Telephonic, Telegraphic, Telex, Facsimile, Emailed and Late Tenders will not be accepted.

Tenders may only be submitted on the tender documentation that is issued.

Requirements for sealing, addressing, delivering, opening and assessment of Tenders are stated in the Tender Data

# EMALAHLENI LOCAL MUNICIPALITY



**Contract No. 04/2021**

## **CONSTRUCTION WORK AT LEEUWPOORT LANDFILL SITE**

### **T1.2: TENDER DATA**

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (May 2010) as published in Government Gazette No: 31823, Board Notice 11 of 2009 of 30 January 2009. (See [www.cidb.org.za](http://www.cidb.org.za)).

The Standard Conditions of Tender make 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 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	
F.1.1	<b>The Employer is:</b> Emalahleni Local Municipality P O Box 3 eMalahleni 1035
F.1.2	The Tender documents issued by the Employer comprise the following documents: <b>THE TENDER</b> <b>Part T1: Tendering Procedures</b> T1.1 Tender Notice and invitation to tender T1.2 Tender Data <b>Part T2: Returnable Documents</b> T2.1 List of Returnable documents T2.2 Returnable schedules <b>THE CONTRACT</b> <b>Part C1: Agreements and Contract Data</b> C1.1 Form of offer and acceptance C1.2 Contract Data

	C1.3 Performance guarantee C1.4 Adjudicator's Contract <b>Part C2: Pricing Data</b> C2.1 Pricing Instructions C2.2 Bill of Quantities <b>Part C3: Scope of Work</b> C3 Scope of Work <b>Part C4: Site Information</b> C4 Site Information Part C5: Tender Drawing		
F1.3	<b>Interpretation</b> The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these tender conditions.		
F1.4	<b>Accounting Officer:</b> The Municipal Manager Emalahleni Local Municipality Tel: 013 690 6298 Fax: 013 690 6207	<b>Procurement Enquiries:</b> Supply Chain Management Emalahleni Local Municipality Tel: 013 690 6497 Fax: 013 690 6207	<b>Technical Enquiries:</b> Ms Mpho Masuku Siyandiza Consulting Engineers Tel: 078 885 5180 Fax: 086 537 2881
	Attention is drawn to the fact that verbal communication given by the Employer's representative prior to the close of tenders will not be regarded as binding on the employer. Only information issued formally by the employer in writing to the tenders, under the signature of the Accounting Officer or his nominee will be regarded as amending the tender documents. Tender offer communicated on paper shall be submitted as an original. In the event that no correspondence or communication is received from the ELM within ninety (90) days after the stipulated closing date and time of the tender, the tender proposal will be deemed to be unsuccessful.		
F1.5	<b>Reject or Accept</b> The Employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such a cancellation and rejection, but will give written reasons for such action upon written request to do so.		
F.2.1	<b>Eligibility</b> Only those tenderers who satisfy the following criteria are eligible to submit tenders:		
F.2.1	Only those Tenderers who are registered with the CIDB, or are capable of being so 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 4CE/3CE PE or		

	<p>Higher class construction work, are eligible to have their tenders evaluated.</p> <p>Joint Ventures are eligible to submit tenders 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 4CE/3CE PE or Higher class of construction work or a value determined in accordance with Regulation 25 (1B) of 25 (7A) of the Construction Industry Development Regulations.</li> </ol>	
F.2.2	<p><b>Compensation of Tendering</b></p> <p>Accept that the Employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.</p>	
F.2.3	<p><b>Check Documents</b></p> <p>Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.</p>	
F.2.4	<p><b>Confidentiality and Copyright</b></p> <p>Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.</p>	
F.2.5	<p><b>Reference Documents</b></p> <p>Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.</p>	
F.2.6	<p><b>Acknowledge Addenda</b></p> <p>Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary, apply for an extension of the closing time stated in the tender data, in order to take the addenda into account.</p>	
F.2.7	<p>The arrangements for a <b>none-compulsory site meeting</b> are:</p>	
	<p><b>Date: 11 May 2021</b> <b>Starting time: 10h00</b></p>	<p><b>Location: Microsoft Teams Meeting.</b></p>
F.2.10	<p><b>Pricing the Tender</b></p> <p>State the rates and prices in Rand.</p>	
F.2.11	<p><b>Alterations to Documents</b></p> <p>Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the</p>	

	tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.
F.2.12	<p><b>Alternative Tender Offers</b></p> <p>Alternative offers may be submitted only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.</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>
F2.13.3	Tender offer communicated on paper shall be submitted as an original.
F.2.13.5	The Employer's address for delivery of Tender offers and identification details to be shown on each Tender offer package are:
	<p><b>Tender No &amp; Description:</b></p> <p>Contract No: 04/2021: Construction Work at Leeuwpoort Landfill Site</p>
	<p><b>Closing date and time:</b> Closing date: <b>Friday, 11 June 2021</b></p> <p>Closing Time: <b>11h00</b></p>
	<b>Location of Tender box:</b> Emalahleni Local Municipality, Mandela Street
	<b>Physical Address:</b> ELM Offices, Mandela Street, Emalahleni
F.2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
F.2.14	Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.
F2.15	The closing time for submission of tender offers is as mentioned in F.2.13.5 above and as stated in the Tender Notice and Invitation to Tender.
F.2.16	The Tender offer validity period is 90 Days.
F.2.18	The Tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the Labour Intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
F2.20	The Tenderer is required to submit a Performance Guarantee from an approved



	<p>insurer within 14 days from appointment. A format is included in Part C1.3 of this document.</p> <p>The Tenderer is to submit to the employer before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.</p>
F.2.23	<p>The Tenderer is required to submit with his tender:</p> <ul style="list-style-type: none"> <li>a) CIDB registration certificate in the grading designation stipulated in clause 2.1 above,</li> <li>b) Copy of the Details of municipal accounts of bidding entity/entities and its directors / members, as well as copies of relevant municipal accounts, must be submitted with bids, in order to confirm that bidders are not in arrears for more than three months.</li> <li>c) Joint Venture Agreement (if tenderer is a Joint Venture),</li> <li>d) Original certified copy of valid BBEE certificate (SANAS accredited or Affidavit),</li> <li>e) A Certificate of authority for signatory,</li> <li>f) A copy of the CSD full report not older than 30 days.</li> <li>g) Audited annual financial statements as according to companies act for the past three years, or since their establishment if established during the past three years;</li> </ul>
F.3.4	<p>The time and location for opening of the Tender offers are:</p> <p>Time 11h00 on <b>Friday, 11 June 2021</b></p> <p>Location: ELM Offices, Mandela Street, Witbank</p>
F3.11	<p><b>Evaluation of Tenders</b></p> <p>Awarding of this tender will be in terms of the Supply Chain Management Policy of the eMalahleni Local Municipality and the Standard Conditions of Tender as contained in Annexure C of the September 2019 edition of the CIDB Standard for Uniformity in Construction Procurement.</p>
F.3.11.3	<p>The procedure for the evaluation of responsive tenders is Method 2.</p> <p>The procedure for the evaluation of responsive tenders is Method 2. which is price, functionality and preference.</p> <p>Functionality is as according to form</p> <p>The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.</p> <p>Preference points for this bid shall be awarded for:</p> <ul style="list-style-type: none"> <li>(a) Price; and</li> <li>(b) B-BBEE Status Level of Contribution.</li> </ul> <p>The maximum points for this bid are allocated as follows:</p>

			<b>POINTS</b>	
		<b>PRICE</b>	<b>80</b>	
		<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	<b>20</b>	
		<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>	
F.3.18	The number of paper copies of the signed contract to be provided by the Employer is one.			
	<b>The Additional Conditions of Tender are:</b>  1 Emalahleni Local Municipality may also request that the Tenderer provide written evidence that his financial, labour and resources are adequate for carrying out the project.  2 The Emalahleni Local Municipality reserves the right to appoint a firm of chartered accountants and auditors and / or execute any other financial investigations on the financial resources of any Tenderer. The Tenderer shall provide all reasonable assistance in such investigations.			
	The Tenderer is to note that the following <b>Additional Relevant Documents</b> attached into Part 5 of this document will form part of this contract: (i) Emalahleni Local Municipality Supply Chain Management Policy; (ii) Emalahleni Local Municipality Health and Safety Specification.			



# EMALAHLENI LOCAL MUNICIPALITY



**Contract No. 04/2021**

## **CONSTRUCTION WORK AT LEEUWPOORT LANDFILL SITE**

### **T2.1: LIST OF RETURNABLE DOCUMENTS**

The Tenderer must complete the following returnable Schedules:

#### **Returnable Schedules required for Tender evaluation purposes**

Form A	Compulsory Enterprise Questionnaire
Form B	Record of Addenda to Tender Documents
Form C	Authority for Signatory
Form D	Schedule of Previous Experience
Form E	Schedule of Current Projects
Form F	Proposed Key Personnel
Form G	Schedule of Plant and Equipment
Form H	Schedule of Proposed Sub-Contractors
Form I	Financial References
Form J	Functionality Points Claimed
Form K	Certificate of Contractor Registration issued by the CIDB
Form L	CSD Report
Form M	Municipal Rates and Taxes for Company and its Directors
Form N	Original Certified Copy of a Valid BBEEE certificate (SANAS Accredited or Affidavit)
Form O	Compulsory Training Programme
Form P	Contractor's Health and Safety Declaration

#### **Returnable Documents that will be incorporated into the contract**

C1.1	Offer Portion of Form of Offer and Acceptance
C1.2	Contract Data (Part 2)
C1.3	Form of Guarantee
C2.2	Bill of Quantities

## INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE EMALAHLENI LOCAL MUNICIPALITY
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BID NUMBER: **04/2021**CLOSING DATE: **11 June 2021**CLOSING TIME: **11:00**DESCRIPTION...**CONSTRUCTION WORK AT LEEUWPOORT LANDFILL SITE**

.....

<b>The successful bidder will be required to fill in and sign a written Contract Form (MBD 7).</b>
--

BID DOCUMENTS MUST BE DEPOSITED IN THE TENDER BOX SITUATED AT:

Emalahleni Local Municipality Head Office,  
Civic Centre P.O Box 3  
29 Mandela Street eMalahleni  
eMalahleni  
1039

**Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.**

The bid box is generally open 24 hours a day, 7 days a week.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT
--

**NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (as defined in Regulation 1 of the Local Government: Municipal Supply Chain Management Regulations)**

<p style="text-align: center;">1. THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)</p>
--

NAME OF BIDDER.....

POSTAL ADDRESS.....

STREET ADDRESS.....

TELEPHONE NUMBER CODE.....NUMBER.....

CELLPHONE NUMBER.....

FACSIMILE NUMBER CODE.....NUMBER.....

E-MAIL ADDRESS.....

VAT REGISTRATION NUMBER .....

HAS THE COMPANY'S CSD REPORT BEEN ATTACHED? (MBD 2) YES/NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (MBD 6.1) YES/NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)

☐

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS) ☐

A REGISTERED AUDITOR

☐

(Tick applicable box)

**(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)**

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED ? YES/NO

1. (IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER .....

DATE.....

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

TOTAL BID PRICE.....TOTAL NUMBER OF ITEMS OFFERED.....

---

**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:**

**Emalahleni Local Municipality**

**Contact Person:** Mr. M.E Sedupane

**Tel:** (013) 690 6483/6497/6484.

## **A. TAX CLEARANCE CERTIFICATE REQUIREMENTS AND APPLICATION FORM**

### **MBD2**

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

1. In order to meet this requirement, bidders are required to complete in full the TCC 0001 form.
2. Applications for the Tax Clearance Certificates may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-Filers through the website [www.sars.gov.za](http://www.sars.gov.za)
3. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
4. In bids where Consortia / Joint Ventures / Sub-Contractors are involved each party must submit a separate Tax Clearance Certificate.
5. Tax Compliance Status (TCS) Pin as of 18 April 2016
  - a) In terms of the new Tax Compliance Status System implement by SARS on 18 April 2016 bidder's status online via SARS E-filing.
  - b) The taxpayers must issue the municipality with the following:

Bidders who not possession of an original Tax Clearance Certificate must provide at least 2 of the 3 numbers listed below in order to verify the Tax Clearance Certificate via SARS e-filing.

<b>1. Tax Reference Number</b>	
<b>2. Tax Compliance Status Pin</b>	
<b>3. Tax Clearance Certificate Number</b>	

## DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
  - the bidder is employed by the state; and/or
  - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
  
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
  - 2.1 Full Name of bidder or his or her representative: .....
  - 2.2 Identity Number: .....
  - 2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>, member):  
.....
  - 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:  
.....
  - 2.5 Tax Reference Number: .....
  - 2.6 VAT Registration Number: .....
  - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated.
  - 2.7 Are you or any person connected with the bidder **YES / NO**  
presently employed by the state?
  - 2.7.1 If so, furnish the following particulars:
 

Name of person / director / trustee / shareholder/ member:  
.....

Name of state institution at which you or the person  
connected to the bidder is employed:  
.....

Position occupied in the state institution: .....

Any other particulars:  
.....



.....  
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....  
.....  
.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

.....  
.....  
.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

.....  
.....  
.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.10.1 If so, furnish particulars.

.....  
.....  
.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES / NO**

2.11.1 If so, furnish particulars:

.....  
.....  
.....

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

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number

**DECLARATION**

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2

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

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

### 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

### 3. POINTS AWARDED FOR PRICE

### 3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20

**or**

**90/10**

$$P_s = 80 \left( 1 - \frac{Pt - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left( 1 - \frac{Pt - P_{\min}}{P_{\min}} \right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

$P_{min}$  = Price of lowest acceptable bid

#### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

## 5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

## 6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

## 7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people	<input type="checkbox"/>	<input type="checkbox"/>

Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name \_\_\_\_\_ of  
company/firm:.....

8.2 VAT \_\_\_\_\_ registration  
number:.....

8.3 Company \_\_\_\_\_ registration  
number:.....

**8.4 TYPE OF COMPANY/ FIRM**

- ☐ Partnership/Joint Venture / Consortium
  - ☐ One person business/sole propriety
  - ☐ Close corporation
  - ☐ Company
  - ☐ (Pty) Limited
- [TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....  
.....  
.....  
.....  
.....

**8.6 COMPANY CLASSIFICATION**

- ☐ Manufacturer
  - ☐ Supplier
  - ☐ Construction service provider
  - ☐ Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

**8.7 MUNICIPAL INFORMATION**

Municipality \_\_\_\_\_ where \_\_\_\_\_ business \_\_\_\_\_ is \_\_\_\_\_ situated:  
.....

Registered Account Number: .....

Stand Number:.....

8.8 Total number of years the company/firm has been in business:.....

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

#### WITNESSES

1. ....	..... SIGNATURE(S) OF BIDDERS(S)
2. ....	DATE: ..... ADDRESS:..... ..... .....

## **B. DECLARATION OF LOCAL CONTENT**

### **MBD 6.2**

#### **DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

#### **1. General Conditions**

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.



- 1.2. Regulation 9(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two-stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where:

- x is the imported content in Rand  
y is the bid price in Rand excluding value added tax (VAT)

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

**The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.gov.za/industrial_development/ip.jsp) at no cost.**

- 1.6. A bid may be disqualified if –
  - (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
  - (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

## **2. Definitions**

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labor and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price, which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

**3. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

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

**4. Does any portion of the services, works or goods offered have any imported content?**

**(Tick applicable box)**

YES		NO	
-----	--	----	--

**4.1** If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za).

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

<b>Currency</b>	<b>Rates of exchange</b>
US Dollar	
Pound Sterling	
Euro	

Yen	
Other	

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

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?

(***Tick applicable box***)

YES		NO	
-----	--	----	--

- 5.1. If yes, provide the following particulars:

- (a) Full name of auditor: .....
- (b) Practice number: .....
- (c) Telephone and cell number: .....
- (d) Email address: .....

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

6. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the Accounting Officer / Accounting Authority provide directives in this regard.

**LOCAL CONTENT DECLARATION**  
**(REFER TO ANNEX B OF SATS 1286:2011)**

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

**IN RESPECT OF BID NO. ....**

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

NB

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

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.gov.za/industrial_development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, ..... the ..... undersigned,  
..... (full names),

do hereby declare, in my capacity as  
.....

of ..... (name of bidder  
entity), the following:

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

(b) I have satisfied myself that

- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (ii) the declaration templates have been audited and certified to be correct.

(c) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.**

(d) I accept that Emalahleni Municipality has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

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

**SIGNATURE:** \_\_\_\_\_

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

**WITNESS No. 1** \_\_\_\_\_

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

**WITNESS No. 2** \_\_\_\_\_

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

**(Note that in this document, the words bid and tender, bidder and tenderer, bidder's and tenderer's should be used interchangeably)**

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It 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 bid of any bidder may be disregarded if that bidder, 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; or
  - 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 the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the audi alteram partem rule was applied). <b>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.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any 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"/>
4.4.1	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

.....  
Position

.....  
Name of Bidder

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

I, the undersigned, in submitting the accompanying bid:

---



(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Institution)

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

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

(Name of Bidder)

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

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

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

# EMALAHLENI LOCAL MUNICIPALITY



Contract No. 04/2021

## CONSTRUCTION WORK AT LEEUWPOORT LANDFILL SITE

### T2.2: RETURNABLE DOCUMENTS

#### RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

#### FORM A: COMPULSORY ENTERPRISE QUESTIONNAIRE

In the case of a Joint Venture – This questionnaire is to be completed and submitted in respect of each partner.

1. **Name of Enterprise:** .....
2. **VAT Registration number, if any:** .....
3. **CIDB Registration number:** .....
4. **Particulars of sole proprietors and partners in partnership:**

Name	Identity Number	Personal Income Tax Number

\* Complete only if sole proprietor or partnership and attach separate page if more than 4 partners.

5. **Particulars of companies and close corporations:**

Company Registration Number: .....

Close Corporation Number: .....

Tax reference Number: .....

6. **Record in the service of the state:**

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership of director, manager, principal stakeholder or stakeholder in a company or close corporation is currently of has been within the last 12 months in the service of any of the following:

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

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

Name of sole proprietor, partner, director, manager or principal stakeholder or stakeholder	Name of Institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within the last 12 months

Name of Tenderer:.....Date: .....

Signature :.....Position: .....

Full name of signatory: .....

## FORM B: RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communication 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 of Details

Name of Tenderer:.....

Date: .....

Signature:.....

Position: .....

Full name of signatory:.....

## FORM C: AUTHORITY OF SIGNATORY

Details of person responsible for tender process:

Name: .....

Contact number: .....

Office address: .....

Signatories for close corporations and companies shall confirm their authority by 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 .....and any Contract which may arise there from on behalf of ..... (BLOCK CAPTIALS)

SIGNED ON BEHALF OF THE COMPANY .....

IN HIS CAPACITY AS .....

DATE .....

FULL NAMES OF SIGNATORY .....

AS WITNESSES: 1. ....

2. ....

## PRO-FORMA FOR JOINT VENTURES:

### Certificate of Authority for Joint Ventures

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

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead Partner:  CIDB Reg No: .....		Signature: ..... Name: ..... Designation: .....
  CIDB Reg No: .....		Signature: ..... Name: ..... Designation: .....
  CIDB Reg No: .....		Signature: ..... Name: ..... Designation: .....
  CIDB Reg No: .....		Signature: ..... Name: ..... Designation: .....
  CIDB Reg No: .....		Signature: ..... Name: ..... Designation: .....

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

## FORM D: SCHEDULE OF PREVIOUS EXPERIENCE

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

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

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

Name of Tenderer: .....

Date: .....

Signature:.....

Full name of signatory:.....



## FORM E: SCHEDULE OF CURRENT PROJECTS

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

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

Name of Tenderer: .....

Date: .....

Signature:.....

Full name of signatory:.....

## FORM F: PROPOSED KEY PERSONNEL

Job Description	Qualification	Years of Experience	Paving Projects Completed
Contract Manager			
Site Agent			
Site Foremen			
Health and Safety Officer			
*			
*			
*			
*			
*			
*			
*			
*			
*			
*			
*			

Name of Tenderer: .....

Date: .....

Signature:.....

Full name of signatory:.....

## FORM G: SCHEDULE OF PLANT AND EQUIPMENT

	NUMBER OF UNITS OWNED BY CONTRACTOR	NUMBER OF UNITS ALLOCATED TO THIS CONTRACT	
		OWNED	HIRED
<b>1. TLB</b>			
<b>2. WATER TANKER</b>			
<b>3. TIPPER TRUCK</b>			
<b>4.ANY OTHER RELEVANT PLANT</b>			

Name of Tenderer: .....

Date: .....

Signature:.....

Full name of signatory:.....

**FORM H: SCHEDULE OF PROPOSED SUB-CONTRACTORS**

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

Name of Tenderer: .....

Date: .....

Signature:.....

Full name of signatory:.....

## FORM I: FINANCIAL REFERENCES

### AUDITED FINANCIAL STATEMENTS

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

### DETAILS OF TENDERERS BANKING INFORMATION

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

<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><tr><td>0-6 months</td><td></td></tr><tr><td>7-12 months</td><td></td></tr><tr><td>13-24 months</td><td></td></tr><tr><td>More than 24 months</td><td></td></tr></table> (Tick which is appropriate)	0-6 months		7-12 months		13-24 months		More than 24 months	
0-6 months									
7-12 months									
13-24 months									
More than 24 months									

Name of Tenderer: .....

Date: .....

Signature:.....

Full name of signatory:.....

## FORM J: FUNCTIONALITY POINTS CLAIMED

### **ORGANISING AND STAFFING (Maximum points obtainable 30)**

<b>ORGANISING AND STAFFING/PERSONNEL</b>		
<b>PERSONNEL</b>	<b>Points obtainable</b>	<b>SCORES</b>
Contract Manager/Team Leader	6	
Site Agent	10	
Site Foremen	10	
Health and Safety Officer	4	
<b>TOTAL</b>		<b>30</b>

**Contract Manager / Team Leader:**

(Maximum Points obtainable 6)

**Name:** .....

<b>Evaluation Criteria</b>	<b>Minimum Required</b>	<b>Elimination Factor</b>	<b>Points obtainable</b>	<b>Points Claimed</b>
<b>Academic Qualifications</b>	National Diploma in Civil or equivalent	<b>No</b>	<b>2</b>	
Academic Qualifications	National Diploma in Project Management or equivalent	<b>No</b>	<b>1</b>	
<b>Sub-total</b>			<b>2</b>	
Years of experience after qualification	0-1	Yes	0	
	1-2	No	2	
	3 upwarsd	No	4	
<b>Sub-total</b>			<b>4</b>	
<b>Total</b>			<b>6</b>	

Site Agent:

(Maximum Points obtainable 10)

Name: .....

Evaluation Criteria	Minimum Required	Elimination Factor	Points obtainable	Points Claimed
<b>Academic Qualifications</b>	Diploma in Civil or equivalent	<b>No</b>	<b>3</b>	
Academic Qualifications	Diploma in Project Management or equivalent	<b>No</b>	<b>2</b>	
<b>Sub-total</b>			<b>3</b>	
Years of experience after qualification	0-1	Yes	0	
	1-2	No	2	
	3-4	No	4	
	5 upwards	No	7	
<b>Sub-total</b>			<b>7</b>	
<b>Total</b>			<b>10</b>	

Site Foremen:

(Maximum Points obtainable 10)

Name: .....

Evaluation Criteria	Minimum Required	Elimination Factor	Points obtainable	Points Claimed
<b>Academic Qualifications</b>	Certificate in Civil or equivalent	<b>No</b>	<b>4</b>	
<b>Sub-total</b>			<b>4</b>	
Years of experience after qualification	0-1	Yes	0	
	1-2	No	2	
	3-4	No	4	
	5 upwards	No	6	
<b>Sub-total</b>			<b>6</b>	
<b>Total</b>			<b>10</b>	

**Health and Safety Officer:**

(Maximum Points obtainable 4)

**Name:** .....

<b>Evaluation Criteria</b>	<b>Minimum Required</b>	<b>Elimination Factor</b>	<b>Points obtainable</b>	<b>Points Claimed</b>
Academic Qualifications	Occupational Health and Safety Certificate or equivalent (SAMTRAC)	No	2	
<b>Sub-total</b>			<b>2</b>	
Years of experience after qualification	0-1	Yes	0	
	1-2	No	1	
	3 upwards	No	2	
<b>Sub-total</b>			<b>2</b>	
<b>Total</b>			<b>4</b>	

**PLANT (Maximum Points obtainable 20)**

It must be noted that total points of 20 are obtainable by the Construction Firm in relation to the requirements mentioned on the table below, failure to submit evidential supporting documents is not an eliminating factor **BUT** a zero point will be scored. Letter of intent or quotation from the lessor must be attached.

<b>Evaluation Criteria</b>	<b>Minimum Required</b>	<b>Elimination Factor</b>	<b>Points Obtainable (Own)</b>	<b>Points Obtainable (leased)</b>	<b>Points Claimed</b>
Firm's plant and equipment – Note: Proof of ownership the firm's equipment must be attached and failure to do so will result in forfeiting the plant points	Water Tanker x 1	No	6	4	
	TLBs x 1	No	6	4	
	Tipper x 2 (4 points Each)	No	8	4	
<b>Sub-total</b>			<b>20</b>	<b>12</b>	
<b>Total</b>			<b>20</b>	<b>12</b>	



**EXPERIENCE OF FIRM (Maximum Points obtainable 30)****Note: Company's previous completed projects**

It must be noted that the experience of the firm carries a maximum of 30 points as indicated in the table below. If proof of testimonials and appointment letters, in reference to form E not provided, then the bidder shall obtain zero points on the experience of the firm.

Provide proof of the company's previous completed projects which is in the form appointment letters and completion certificates. Verifiable references (appointment letters and completion certificates) with contact details must be attached.

<b>Evaluation Criteria</b>	<b>Evaluation Criteria</b>	<b>Elimination Factor</b>	<b>Points obtainable</b>	<b>Points Claimed</b>
Company experience in terms of water projects completed	Civil Engineering Project any discipline	Yes	20	
	Civil Engineering Project Solid Waste	No	10	
<b>Sub-Total</b>			<b>30</b>	
<b>TOTAL</b>			<b>30</b>	

**BANK RATINGS**

<b>Bank Ratings – Financial Performance must include Audited Financial Statements</b>	
20 point – Points are allocated for the cash flow management demonstrated by the tenderer from bank rating	
<b>Rating</b>	<b>Points</b>
C	20
D	15
E	10
F	6

**TOTAL SCORE: ...../100**

	Criteria	Maximum Points	Bidder Self Score	Evaluator Score
1	Organizing And Staffing	30		
2	Plant	20		
3	Experience Of Firm	30		
4	Bank Ratings	20		
	Sub-Total	100		

**A tenderer who scores less than 60 points out of 100 will not be considered for further evaluation.**

Name of Tenderer: .....

Date: .....

Signature:.....

Full name of signatory:.....

---

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

**FORM K: CERTIFICATE OF CONTRACTOR REGISTRATION**  
**ISSUED BY THE CIDB**

[Proof of contractor CIDB grading to be inserted here]

---

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

**FORM L: CSD REPORT**

The Tenderer must attach to this page an CSD report in respect of his/her company, close corporation or partnership. In the case of a joint venture between two or more firms, the tenderer shall attach each attached their respective reports.

---

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

## FORM M: MUNICIPAL RATES AND TAXES

**The tenderer is to affix to this page: for bidder and company directors.**

- Proof that they are not in arrears for more than 3 months with municipal rates and taxes and municipal service charges. The latest municipal account/statement is to be attached.
- Signed copy of the lease agreement if the tenderer is currently leasing premises and not responsible paying municipal accounts together with a letter from the landlord stating that no levies are in arrears (only if applicable).

**Note:**

1. Failure to affix such documentation as prescribed to this page shall result in this tender not being further considered for the award of the contract.
2. Should this tender be considered for award of the contract, based on proof of submission and should proof of such submission be found to be invalid, erroneous or inaccurate, then this tender will no longer be considered for the award of this contract.
3. Statement must not be older than three months from the closing date of this tender.

**Attach latest municipal account statement behind this page. The Statement must not be older than three months from the close of this tender.**

---

*Contractor*

*Witness 1*

*Witness 2*

*Employer*


*Witness 1*

*Witness 2*


**FORM O: ORIGINAL CERTIFIED COPY OF A VALID BBBEEE  
CERTIFICATE (SANAS ACCREDITED OR AFFIDAVIT)**

The tenderer must attach to this page an original certified copy of a valid BBBEEE certificate (SANAS accredited or affidavit).


---




*Contractor*




*Witness 1*




*Witness 2*



*Employer*



*Witness 1*



*Witness 2*

## FORM O: COMPULSARY TRAINING PROGRAMME

Set out the details of the proposed training for Labours and QSEs and QSEs and EMEs in the schedule below:

A: TRAINING OF LOCAL LABOURERS OF THE CONTRACTOR'S AND HIS SUB-CONTRACTOR'S WORKFORCE				
TOTAL ESTIMATED COSTS				

B: TRAINING OF LOCAL QSE & EME CONTRACTORS					
LIST OF COURSES FOR BUSINESS DEVELOPMENT	LIST OF COURSES FOR MANAGEMENT SKILLS	LIST OF OTHER COURSES (SPECIFY)	ACCREDITED INSTITUTIONS THAT WILL PRESENT THE COURSES	DURATION OF EACH COURSE (DAYS)	ESTIMATED COST
TOTAL ESTIMATED COST					

Bidder can add more if space is insufficient

---

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

## FORM P: CONTRACTOR'S HEALTH AND SAFETY DECLARATION

In terms of Clause 4(4) of the OHSA 1993 Construction Regulations 2003 (referred to as 'the Regulations' hereafter) a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has 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 2003.

To that effect a person duly authorised 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 Amendments Act No 181 of 1993), and the OHSA 1993 Construction Regulations 2003.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the construction regulations and the employer's health and safety specifications.
3. I propose to achieve compliance with the regulations by one of the following:
  - (a) From my own competent resources as detailed in 4(a) hereafters: .....  
**\*Yes / No**
  - (b) From my own resources still to be appointed or trained until competency is achieved as detailed in 4(b) hereafters: .....  
**\*Yes / No**
  - (c) From outside sources by appointment of competent specialist subcontracts as detailed in 4(c) hereafters: .....  
**\*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 6, and competent persons as defined in regulations 7,8,10, 11, 12, 14, 15, 18, 21 (1),22,26 and 27 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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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 to be undertaken?  
.....
- (iii) List the positions to be filled by persons to be trained or hired:  
.....  
.....  
.....

(b) 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 Regulations 5(1) of the Construction Regulations, which plan shall be subjected to approval by the employer
- 6. I confirm that copies of my company's approval Health and Safety Plan. The Employer's Safety Specification as well as the OHSA 1993 Construction Regulations 2003 will be provided on site and will at all times be available for 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 health and safety measures envisaged in the OHSA 1993 Construction Regulations 2003, and that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations (Regulations 30) for failure on the contractors 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 means that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2003, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

# EMALAHLENI LOCAL MUNICIPALITY



Contract No. 04/2021

## CONSTRUCTION WORK AT LEEUWPOORT LANDFILL SITE

### C: THE CONTRACT

#### Part C1: Agreements and Contract Data

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Form of Guarantee

#### Part C2: Pricing Data

- C2.1 Pricing Instructions
- C2.2 Bills of quantities

#### Part C3: Scope of Work

- C3 Scope of Work

#### Part C4: Site Information

- C4 Site Information

#### Part C5 : Additional Documentation

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

# EMALAHLENI LOCAL MUNICIPALITY



**Contract No. 04/2021**

## **CONSTRUCTION WORK AT LEEUWPOORT LANDFILL SITE**

### **C1: AGREEMENTS AND CONTRACT DATA**

C1.1 Form of Offer and Acceptance

C1.2 Contract Data

C1.3 Form of Guarantee

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--

*Contractor*

--

*Witness 1*

--

*Witness 2*

--

*Employer*

--

*Witness 1*

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*Witness 2*

## C1.1: FORM OF OFFER AND ACCEPTANCE

### OFFER

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

### CONSTRUCTION WORK AT LEEUWPOORT LANDFILL SITE

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

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

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

.....

.....Rand (in words)

R ..... (in figures).

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

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

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

Capacity \_\_\_\_\_

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

Name & Signature of Witness \_\_\_\_\_  
Name Date

\_\_\_\_\_  
Contractor

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

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

\_\_\_\_\_  
Employer

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

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

## ACCEPTANCE

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

The terms of the contract are contained in:

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

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

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

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

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

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

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

Capacity \_\_\_\_\_

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

Name & Signature of Witness \_\_\_\_\_  
Name Date

\_\_\_\_\_  
Contractor

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

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

\_\_\_\_\_  
Employer

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

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

## SCHEDULE OF DEVIATIONS

### Notes:

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

### 1 Subject

Details

### 2 Subject

Details

### 3 Subject

Details

### 4 Subject

Details

### 5 Subject

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

---

---

Details

---

---

**6 Subject**

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Details

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

**FOR THE TENDERER:**

Signatures (s)

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Name(s)

---

---

Capacity

---

---

---

Name and Address of Organization

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Name & Signature of Witness

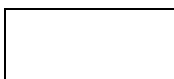
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Name

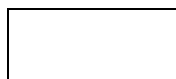
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Date

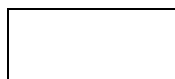
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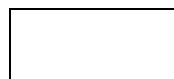
Contractor



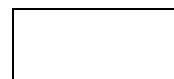
Witness 1



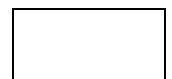
Witness 2



Employer



Witness 1



Witness 2

**FOR THE EMPLOYER**

Signatures (s) \_\_\_\_\_  
\_\_\_\_\_

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

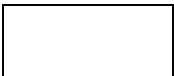
Capacity \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Name and Address of Organization

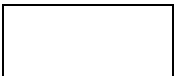
\_\_\_\_\_  
Name & Signature of Witness

\_\_\_\_\_  
Name

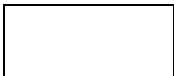
\_\_\_\_\_  
Date

\_\_\_\_\_  


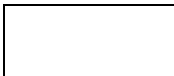
*Contractor*



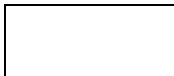
*Witness 1*



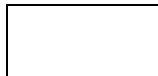
*Witness 2*



*Employer*



*Witness 1*



*Witness 2*



## C1.2: CONTRACT DATA

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

The Conditions of Contract are the *General Conditions of Contract for Construction Works (2015, 2<sup>nd</sup> Edition)* published by the South African Institution of Civil Engineering. Copies of these conditions of contract may be obtained from the South African Institute of Civil Engineering (Tel: 011 805 5947).

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

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

Clause	Data				
1.1,1.15	The Employer is the <b>Emalahleni Local Municipality</b>				
1.2.1.2	<div> <div>The Employer's address for receipt of communications is;</div> <table> <tr> <td><b>Physical Address:</b></td><td><b>Postal Address:</b></td></tr> <tr> <td>Mandela Street <b>eMALAHLENI</b> <b>Tel: (013)</b></td><td>PO Box 3 <b>eMALAHLENI</b> 1035</td></tr> </table> </div>	<b>Physical Address:</b>	<b>Postal Address:</b>	Mandela Street <b>eMALAHLENI</b> <b>Tel: (013)</b>	PO Box 3 <b>eMALAHLENI</b> 1035
<b>Physical Address:</b>	<b>Postal Address:</b>				
Mandela Street <b>eMALAHLENI</b> <b>Tel: (013)</b>	PO Box 3 <b>eMALAHLENI</b> 1035				
1.1.1.16	<div> <div>The employer's agent is <b>SIYANDIZA CONSULTING ENGINEERS</b></div> <table> <tr> <td><b>Physical Address:</b></td><td><b>Postal Address:</b></td></tr> <tr> <td>31 Sophia Street ,Del Judor Extension 4 <b>eMALAHLENI</b> <b>Tel: (078) 885 5180</b></td><td>31 Sophia Street ,Del Judor Extension 4 <b>eMALAHLENI</b> <b>Tel: (078) 885 5180</b></td></tr> </table> </div>	<b>Physical Address:</b>	<b>Postal Address:</b>	31 Sophia Street ,Del Judor Extension 4 <b>eMALAHLENI</b> <b>Tel: (078) 885 5180</b>	31 Sophia Street ,Del Judor Extension 4 <b>eMALAHLENI</b> <b>Tel: (078) 885 5180</b>
<b>Physical Address:</b>	<b>Postal Address:</b>				
31 Sophia Street ,Del Judor Extension 4 <b>eMALAHLENI</b> <b>Tel: (078) 885 5180</b>	31 Sophia Street ,Del Judor Extension 4 <b>eMALAHLENI</b> <b>Tel: (078) 885 5180</b>				
1.3.2	The governing law is the law of Republic of South African law.				
5.1.1 & 5.8.1	The special non-working days are the official builder's holiday plus all statutory public holidays.				
5.1.1 & 5.8.1	The year-end break commences on 15 December and ends on 10 January				
4.5.3	The Contractor is required to obtain the following specific approvals from the Employer; <ul style="list-style-type: none"> <li>• Approval for Additional Work</li> <li>• Approval for Extension of Time</li> <li>• Approval for the utilization of the Contingency Budget.</li> </ul>				
6.2.1	The Form of Guarantee is to contain the wording of the document included as Form C1.3. The liability of the Guarantee shall be for the amount of <b>10 %</b> of the Contract Price.				
5.3.1	The Contractor shall commence executing the Works within <b>5 days</b> of the Commencement Date or after all required contractual obligations have been complied with.				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Data
5.6.1	The Works Programme is to be delivered within <b>7 days</b> of the Commencement Date
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is 15% of the total amount of the losses.
8.6.1.3	The limit of the liability insurance is <b>R 2.0 m</b> for any single claim
5.5	The works shall be completed within the construction period as stated in Part 2: Data provided by the Contractor (Tenderer).
5.13.1	The penalty for failing to complete the Works is R 2 000.00 per calendar day
6.8.2	Contract Price Adjustment (CPA) is not applicable to the contract.
6.7.2	The percentage advance on materials not yet built into the Permanent Works is <b>80 %</b>
6.10.3	The percentage retention on the amounts due to the Contractor is <b>10 %</b>
6.10.3	The limit of retention money is <b>10 %</b> of the final contract amount.
7.8	The Defects Liability Period is <b>12</b> calendar months.
10.7.1	Disputes are to be referred for final settlement to mediation
11.	<p><b>Variations to the Conditions of Contract are:</b></p> <p>Add the following at the end of sub-clause 4.3.1:</p> <p>"4.3.1.1 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</li> </ul>

Contractor

Witness 1

Witness 2


Employer


Witness 1


Witness 2


Clause	Data
	<p>of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations.</p> <p>(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.</p> <p>(v) The Contractor shall be obliged to report forthwith to the Employer and Engineer 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 Engineer, of such investigation, complaint or criminal charge.</p> <p>4.3.1.2 The Contractor shall furthermore, in compliance with the Construction Regulations 2003 to the Act:</p> <p>(i) Acquaint himself with the requirements of the Employer's health and safety specification as laid down in regulation 4(1)(a) of the Construction Regulation 2003, and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 5(1) of the Construction Regulation 2003 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 <b>fourteen (14) days after receiving a completed copy of the Agreement</b> and shall be implemented and maintained from the Commencement of the Works.</p> <p>(ii) 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 Engineer, 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>


  
Contractor

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2

	<b>The Additional Conditions of Contract are:</b>
11.1	<p>Add new sub-clause 11.1:</p> <p><b>"Applicable Labour Laws</b></p> <p>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° R63 of 25 January 2002 as amended, as reproduced below, shall apply to works described in the scope of work as being labour-intensive and which are undertaken by unskilled or semi-skilled workers.</p>
11.2	<p>Add new sub-clause 11.2:</p> <p><b>"Payment for the labour intensive component of the works</b></p> <p>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."</p>

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*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

**C1.3: FORM OF GUARANTEE**

**FORM OF GUARANTEE**

**Contract No. 04/2021**

**CONSTRUCTION WORK AT LEEUWPOORT LANDFILL SITE**

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:

.....

.....

at.....

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

AND WHEREAS

.....

Has/have at the request of the Contractor, agreed to give such guarantee;

NOW THEREFORE WE

.....

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

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

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particular thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.

5. Our total liability hereunder shall not exceed the sum of

Amount in words:

.....  
.....

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.

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

.....  
.....

IN WITNESS WHEREOF this guarantee has been executed by us at

.....

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

**As Witnesses:**

1. Signature: .....

2. Signature: .....

Duly authorized to sign on behalf of

.....

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

# EMALAHLENI LOCAL MUNICIPALITY



**Contract No. 04/2021**

## **CONSTRUCTION WORK AT LEEUWPOORT LANDFILL SITE**

### **C2: PRICING DATA**

C2.1 Pricing Instructions

C2.2 Bill of Quantities

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*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

EMALAHLENI LOCAL MUNICIPALITY



Contract No. 04/2021


CONSTRUCTION WORK AT LEEUWPOORT LANDFILL SITE


**C2.1: PRICING INSTRUCTIONS**


1. The Tender Data the Scope of Work and the Drawings are to be read in conjunction with the Schedule of Quantities.
2.
  - a. The Schedule comprises items covering the Contractor's profit and costs of general liabilities and of the construction of temporary and permanent Works.
  - b. Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the Schedule, his attention is drawn to the fact that the Contractor has the right, under various circumstances, to payment for additional works carried out and that the Engineer is obliged to base his assessment of the payment to be paid for such additional work on the rates inserted in the Schedule by the Contractor.
  - c. Clause 8 of each Standardized Specification and the measurement and payment clause of each Particular Specification, read together with the relevant clause of the Project Specification, set out what ancillary or associated activities are included in the rate for the operations specified.
3. Descriptions in the Schedule of Quantities are abbreviated. The schedule has been drawn up generally in accordance with the latest issue of "Civil Engineering Quantities". Should any requirement of the measurement and payment clause of the applicable Standardized Specification, or the Project Specification, or the Particular Specification(s) conflict with the terms of the Schedule or, when relevant "Civil Engineering Quantities", the requirement of the Standardized, Project or Particular Specification, as applicable, shall prevail.
4. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.
5. The prices and rates to be inserted in the Schedule of Quantities are to be the full inclusive prices to the Employer for the work described under the several items. The prices and rates shall be exclusive of Value Added Tax. Such prices shall cover all costs and expenses that may be required in and for the construction of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based.


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Contractor

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2



- 6. A price or rate is to be entered, in **BLACK INK**, against each item in the Schedule of Quantities.
- 7. In the event of the Tenderer failing to price any item it will be held that the Tenderer has made adequate allowance under other items for all labour, material and costs required for the execution, not only of the quantum of work covered by the unpriced item but also for any increase in the said quantum which may have to be undertaken during the course of the Contract.

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*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

# EMALAHLENI LOCAL MUNICIPALITY



Contract No. 04/2021

## CONSTRUCTION WORK AT LEEUWPOORT LANDFILL SITE

### C2.2: BILL OF QUANTITIES

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*Contractor*

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*Witness 1*

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*Witness 2*

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*Employer*

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*Witness 1*

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*Witness 2*

**PRELIMINARY & GENERAL: SECTION 1**

ITEM NO	PAY CLAUSE	DESCRIPTION	UNIT	TENDER	RATE	AMOUNT
<b>1</b>	<b>SABS 1200A</b>	<b>PRELIMINARY &amp; GENERAL</b>				
<b>1.1</b>	<b>8.3</b>	<b>FIXED CHARGED ITEMS</b>				
1.1.1	8.3.1	contractual requirements	sum	1		
	8.3.2	ESTABLISH FACILITIES ON THE SITE				
		FACILITIES FOR THE ENGINEER {SABS 1200AB)				
1.1.2	PSAB 8.3.2. 1	Engineer's facilities	sum	1		
1.1.3	PSAB 8.2.3	survey instruments	sum	1		
1.1.4	8.3.2	name board	no	1		
1.1.5		water supply, electric supply, communications	sum	1		
	1 200A 8.3.2.2	FACILITIES FOR CONTRACTOR				
1.1.7		offices and storage sheds	sum	1		
1.1.8		workshops	sum	1		
1.1.9		living accommodation	sum	1		
1.1.10		ablution and latrine facilities	sum	1		
1.1.11		tools and equipment	sum	1		
1.1.12		dealing with water and access	sum	1		
1.1.13	8.3.4	other fixed charged obligations	sum	1		
1.1.14	8.3.4	removal of Engineer's and Contractors site establishment on completion	sum	1		
TOTAL CARRIED FORWARD						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

BROUGHT FORWARD						
1.2.1	8.4.1	<b>TIME RELATED ITEMS</b>	Month	3		
	8.4.2	Contractual Requirements				
	1200AB	OPERATE AND MAINTAIN FACILITIES ON THE SITE				
	8.4.2.1	FACILITIES FOR ENGINEER FOR THE DURATION OF CONSTRUCTION				
1.2.2						
1.2.4						
1.2.5						
1.2.6						
	1200A	FACILITIES FOR CONTRACTOR FOR THE DURATION OF CONSTRUCTION				
	8.4.2.2					
1.2.7		offices and storage sheds	Month	3		
1.2.8		workshops	Month	3		
1.2.9		living accommodation	Month	3		
1.2.10		ablution and latrine facilities	Month	3		
1.2.11		tools and equipment	Month	3		
1.2.12		water supply, electric power, communication	Month	3		
1.2.13		dealing with water and access	Month	3		
1.2.14	8.4.3	supervision	Month	3		
1.2.15	8.4.4	company and head office overhead costs	Month	3		
1.2.16	8.4.5	other time related obligations	Month	3		
TOTAL CARRIED FORWARD						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ENVIRONMENTAL MANAGEMENT					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BROUGHT FORWARD				
PART C	ENVIRONMENTAL MANAGEMENT				
C10.01	Environmental Control Management  (a) Compliance with Environmental Management  (d) Handling cost and profit in respect of subitem C10.01(a)	Sum  %	1		
TOTAL CARRIED FORWARD					

**Contractor**

Witness 1

**Witness 2**

\_\_\_\_\_  
*Employer*

Witness 1

Witness 2

OHS ACT OBLIGATIONS					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BROUGHT FORWARD				
<b>PART E</b>	<b>OCCUPATIONAL HEALTH AND SAFETY ACT OBLIGATIONS (As and when required by the client)</b>				
E10.01	(a) Contractor's initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations	Lump Sum	1,00		
	(b) Contractor's time related obligations in respect of the Occupational Health and Safety Act and Construction Regulations	Months	3		
	(c) Submission of the Health and Safety File	Lump Sum	1,00		
	(d) Provision for personal protection equipment and clothing	Lump Sum	1,00		
	(e) OHS training	Lump Sum	1,00		
E10.02	<b>Occupational Health &amp; Safety Agent on behalf of the Employer</b>				
	(a) Payment of OHS Agent	Prov. Sum	1	R 40 000,00	R 40 000,00
	(d) Handling cost and profit in respect of sub item E10.02(a)	%	40 000		
E10.03	<b>Occupational Health &amp; Safety Relation to COVID-19</b>				
	(a) Review of OHS plan for each assignment. Rate to include risk assessment specific to the COVID-19 pandemic and other adjustments to ensure compliance for the assignment	Sum	1		
	(b) Principal Contractor's Fixed Cost obligation in respect of the OHS Act and Construction Regulations Signage-COVID-19 Related	Sum	1		
	(c) Provision for Personal Protective Equipment & protective Clothing for Covid 19:	sum	1		
<b>TOTAL CARRIED FORWARD</b>					

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SCHEDULE C: OHS ACT OBLIGATIONS					
ITEM NO		UNIT	QTY	RATE	AMOUNT
TOTAL BROUGHT FORWARD					
	Costs of medical certificate and Medical Surveillance	Sum	1		
	Provision of First Aid Boxes	Sum	1		
	Non-contact Thermometers	Sum	1		
	Other fixed-charge obligations for Covid-19 Hand Sanitiser-500ml	Sum	1		
	Maintenance of a register for workers contacts	Sum	1		
TOTAL CARRIED FORWARD					

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SCHEDULE D: TRAINING					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BROUGHT FORWARD				
<b>PART F</b>	<b>STRUCTURED TRAINING</b>				
F10.01	<b>Training</b>				
	(a) Accredited Training (i) Generic skills	Prov Sum	1	10000,00	R 10 000,00
	(ii) None Accredited	Prov Sum	1	30000,00	R 30000,00
	(b) Handling cost and profit in respect of subitems F10.01(i) to (ii)	%	40000,00		
	(c) Training venue	Lump Sum	1		
	(d) Transport and accommodation of workers for training where it is not possible to undertake the training in close proximity of the site	Prov. Sum	1	15000,00	R 15 000,00
	(e) Handling cost and profit in respect of subitem F10.01(f)	%	15 000		
	<b>DAY WORKS</b>				
	Labour	Prov Sum	1.0	50,000.00	
	Percentage adjustment to item for labour	%	50,000.00		
	Material	Prov Sum	1.0	50,000.00	
	Percentage adjustment for Material	%	50,000.00		
	Plant	Prov Sum	1.0	50,000.00	
	Percentage adjustment for Plant	%	50,000.00		
	Traffic Accommodation	Sum	1.0		
<b>TOTAL CARRIED FORWARD</b>					

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## PRELIMINARY &amp; GENERAL: SECTION 1

ITEM NO	PAY CLAUSE	DESCRIPTION	UNIT	TENDER	RATE	AMOUNT
<b>BROUGHT FORWARD</b>						
<b>1.3</b>	<b>8.8</b>	<b>TEMPORARY WORKS</b>				
	8.8.4	LAND SURVEY ACT				
1.3.1		a) Search for and record trigonometrical survey beacons, bench marks and plot boundary pegs, and expose on completion of Works	sum	1		
1.3.2		b) Protect beacons, etc., located under item 1.2.10 and reposition or re-establish, as ordered, the same by a registered Land Surveyor on completion of the Works	sum	1		
	8.8.5	SURVEY AND REFERENCE PEGS				
1.3.3		Protect and re-establish all reference pegs and bench marks	sum	1		
<b>1.4</b>	<b>8.5</b>	<b>Community Liason Officer (Provisional Item)</b>				
1.4.1		Remuneration of public liaison officer for the duration of the contract (contractor to enter no.of months)	Months	3	R 6,500.00	
1.4.2		Contractor's charges to provisional amount above (rate to be brought over from amount of 1.4.1)	%			
<b>1.5</b>		<b>PROVISIONAL SUM TO BE STATED BY ENGINEER</b>				
		<b>Provisional Sum to be directed by the Engineer</b>	Prov Sum	1.0	250,000.00	
		Profit for the above item	%	250,000.00		
<b>TOTAL FOR SECTION 1 (Carried forward to summary)</b>						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**SECTION 2:MAIN BUILDING**

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
						R
2		SECTION 2: MAIN BUILDING				
2.1		<b>CLEANING AND CLEARING</b>				
2.1.1		Cleaning the Storm water pipe outlet that is completely covered with sand	m²	224.0		
2.1.2		Clearing the Storm water next to the ablution block	m²	22.0		
2.2		<b>PAINTING</b>				
		Office inside room				
2.2.1		Walls - Champion Extra Thick PVA White m² 196.5	m²	196.5		
2.2.2		Walls - Champion Extra Thick PVA Grey	m²	22.5		
2.2.3		Ceilings	m²			Rate Only
2.2.4		Door and window frames - Red Oxide	m²	6.3		
2.2.5		Fisher board - Champion Extra Thick PVA White	m²	0.6		
2.2.6		Doors - Duram Gloss Enamel White Paint Or similar approved quality	No	6.0		
2.3	8.8	<b>IRONMONGERY</b>				
2.3.1		STEEL DOOR FRAMES INCLUDING LINTOL D2 (800 x 2100) for 230 wall STEEL WINDOW FRAMES INCLUDING BURGLAR PROOFING, GLAZING, SILLS AND LINTOLS ND4F (1151 x 1245) clear	No			Rate Only
2.3.2		Window Steel Standard profile,ND4F (1486 x 1220) clear	No	1.0		
2.4		<b>WINDOW BURGLAR</b>				
2.4.1		Installing Round Bar 6mm/6m (1.4kg) standard steel window burglar	Sum	1.0		
<b>TOTAL CARRIED FORWARD</b>						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
						R
<b>BROUGHT FORWARD</b>						
2.5		<b>TOILET TANK</b>				
2.5.1		Installation of 2x standard Toilet tank lids	No	2.0		
2.6		<b>GEYSER</b>				
2.6.1		Installation of 150L high pressure Geyser with all associated copper pipes complete	No	1.0		
		<b>ABLUTION BLOCK AND STORAGE ROOM</b>				
2.7.1		Installation of damaged rain water goods (Fascias, gutter and downpipes)				
		Sum 1.0 Gutter Galv SQ100X75 0.4mm Z160 6.0m	No	1.0		
		Fascia board FC 225 X 10mm x3.6m	No	1.0		
		Down pipe - 2,8m	No	1.0		
2.8		<b>ROOFING</b>				
2.8.1		Rhino Cornice 75 / 3.0m	No	5.0		
2.8.2		Repairing of damaged roof (6m Purlin; timber SABS 50x76 6.0m; 4x corrugated iron)	No	1.0		
2.9		<b>TILING</b>				
2.9.1		Wall tiles (glazed ceramic) white	m²			Rates Only
2.9.2		Vinyl floor tiles 2mm Marley Heavy Duty or equal approved	No	5.0		
2.10	1200D	<b>APRON AROUND THE BUILDING</b>				
2.10.1	PSD 8.3.3	1,5m Apron Around Building: Excavate and re-compact in-situ soil for paving	m³	1.5		
2.11	SANS	<b>WASHBAY - FORMWORK</b>				
	8.2.1	Repairing the cracked concrete wash bay - SMOOTH FORMWORK (measured to 150mm below FGL)				
2.11.1		Sides of wash bay sump	m³	12.0		
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION 3: ROADS AND STORMWATER						
ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
						R
		<b>BROUGHT FORWARD</b>				
<b>2.12</b>	<b>1200C</b>	<b>BERMS</b>				
2.12.1		Construction of a earth berm alongside the fence	m	800		
2.12.2		Construction of a earth berm alongside the entrance	m	29.0		
<b>2.13</b>	<b>1200D</b>	<b>DRIFT</b>				
2.13.1		Construction of a concrete drift at the entrance to control the flow of running water (Refer to drawing)	m	40		
<b>2.14</b>		<b>ROADBED</b>				
2.14.1	8.3.3(a)	Road-bed preparation (150 mm thick) Rip and re-compact In-situ material to 93% Mod. ASSHTO maximum density	m <sup>3</sup>			Rate Only
<b>2.15</b>		<b>SUBBASE</b>				
2.15.1	8.3.1	Construct subbase with C4 material from commercial sources, shape and compact to 95% Mod. ASSHTO density	m <sup>3</sup>			Rate Only
<b>2.16</b>		<b>BASE</b>				
2.16.1		Construct base with C4 material, shape and compact to 97% Mod. ASSHTO density	m <sup>3</sup>			Rate Only
2.16.2		Process base material by means of stabilising	m <sup>3</sup>			Rate Only
2.16.3		Stabilising agent: Portland blast furnace cement (3%)	m <sup>3</sup>			Rate Only
2.16.4		Extra over for hauling material in excess of the free haul	m <sup>3</sup>			Rate Only
<b>2.17</b>	<b>1200MJ</b>	<b>PAVING</b>				
2.17.1		Supply, lay, joint & bed on 20mm river sand, 80mm grey interlocking paving blocks Type S-A (Only paving blocks which the SANS mark will be accepted)				
2.17.2		Supply, lay, joint & bed 80mm grey interlocking paving blocks at the parking	m <sup>2</sup>	36.0		
2.17.3		Supply, lay, joint & bed 80mm grey interlocking paving blocks at the entrance	m <sup>2</sup>	108.0		
		Supply, lay, joint & bed 80mm grey interlocking paving blocks next to the Weighbridge	m <sup>2</sup>	172.0		
		<b>TOTAL CARRIED FORWARD</b>				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
						R
		<b>BROUGHT FORWARD</b>				
<b>2.18</b>	<b>1200MK</b>	<b>KERBING</b>				
2.18.1		Fig 8c x 330mm	m			Rate Only
2.18.2		Fig 8c (1m long)	m			Rate Only
2.18.3		Transition kerb	m			Rate Only
<b>2.19</b>		<b>DRAINS</b>				
2.19.1		Excavate, trim and compact all materials to form side drains at boundary as shown on the drawings, including removal of surplus material	m			Rate Only
2.19.2		Cut to fill, shape and compact 3m wide berms as per drawing	m²			Rate Only
2.19.3		Rate Only Construct berm 3m wide from fill material obtained from stock pile	m²			Rate Only
<b>2.20</b>	<b>SABS 1200MM</b>	<b>PERMANENT ROAD SIGNS</b>				
		SIGN FACES WITH PAINTED BACKGROUND, PAINTED SYMBOLS, CHARACTERS, LEGEND, BORDERS AND SIGNBORDS CONSTRUCTED FROM: ALUMINIUM SHEET (2mm THICK) OF AREA OVER AND UP TO				
	(a)	ALUMINIUM SHEET (2mm THICK) OF AREA OVER AND UP TO				
2.20.1		0-2 m2	m²			Rate Only
2.20.2		Provision and application for Retro reflective characters and symbols for road signs above	Sum			Rate Only
2.20.3		Overheads, charges and profit on above item	%			Rate Only
2.20.4		100mm diameter. D-shaped steel tubing sign supports	No			Rate Only
2.20.5		Excavation and concreting for sign supports (Grade 15/20 concrete)	m²			Rate Only
		<b>TOTAL CARRIED FORWARD TO SUMMARY</b>				

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SECTION 4: GUARD HOUSE AND ENTRANCE						
ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
3		SECTION 4: GUARD HOUSE AND ENTRANCE				
3.1		3.1 FENCING				
3.1.1		3.1.1 Addition of Coil Type Concertina wire on existing fence	m	200		
		Blade Length: 10mm-20mm Blade Thickness: 0.45mm Blade Width: 13mm-21mm Blade Separation: 12mm-37mm Diameter of the coil:73cm-98cm				
3.1.2		Supply and Installation of 1.8M height concrete palisade fence complete	m	1800		
3.2		ELECTRICITY				
3.2.1		Supply and Installation of a complete DB Board with earth leakage, main switch and 5 breakers	Sum	1.0		
3.2.2		Installation of Control box with 4 Core (45m) cable complete	No	1.0		
3.2.3		Supply and Installation of a pole mounted 50kVA 3-phase Transformer complete	No	1.0		
3.3		GATE				
3.3.1		Supply and Installation of gate rail complete	No	1.0		
3.3.2		Supply and Installation of a D5 gate motor complete	m	6.0		
3.4		HIGH LEVEL TANK				
3.4.1		Supply and Install Floating Ballcock water valve No Rate Only	No	1.0		
3.4.2		Supply and Install 150mm PVC flat hose flexible hose poly pipe	Sum	1.0		
3.5		PLANT PARKING				
3.5.1		Installation of Fence Razor Wire Flat Wrap (700mm x 15m) complete	m	77.00		
3.5.2		Supply and Lay of 12mm thick concrete	t	2.000		
3.5.3		Gate D/MESH 32x50mm DBL Leaf 3.0 x 1.8m	No	1.0		
3.6		LIGHTING				
3.61		Supply and Install FALCUS 15 meter solar powered street lights or similar approved complete with earthworks				
		TOTAL CARRIED FORWARD				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD						
3.7		<b>BOOMGATE</b>				
3.7.1		Supply and Install 2,5m Tyre-spike automatic boom gates complete with all electronics, logic and loop detector, including testing thereof	No	2.0		
3.7.2		Supply and Install D2 Turbo Sliding Gate Motor Kit complete	No	2.0		
		No 2.0 Kit should include:				
		1 x gate motor (sliding)				
		2 x 4 buttons remote				
		1 x battery 7ah 12V				
		1 x 6.2m steel rack				
3.7.3		Supply and Install a Turn star or similar approved 2.5m manual vehicle barrier/ boom gate complete with round powder coated aluminium barrier arm, including testing thereof	No	2.0		
3.7.4		. No 2.0 3.7.4 Supply and installation of CCTV units with 8Ch Turbo HD Kit - 8x cameras- 40M Night vision – 1TB HD-100m	No	2.0		
3.7.5		Cable No 2.0 3.7.5 Cabling and Electrical Installation of the guard house Sum 1.0	Sum	1.0		
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>						

**Contractor**

Witness 1

Witness 2

**Employer**

Witness 1

**Witness 2**

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>SECTION 5: CONSTRUCTION OF WEIGHBRIDGE</b>						
4		<b>SECTION 4: CONSTRUCTION OF A 24M GALVANIZED WEIGHBRIDGE SPECIALISED WORK TO BE DONE BY A SANAS REGISTRERED SPECIALIST</b> <b>4.1 24M GALVANIZED WEIGHBRIDGE</b>				
4.1.1		Supply and Install, Test and Commission a fully electronic galvanized 2 x 24m x 3m Weighbridge above ground, complete with foundations, platform and control room. See per drawing No. ELM/WB 060708: <b>Price to include the Delivery and Installation</b>	Prov Sum	1.0	2,700,000,00	
		Overheads, charges and profit on above item 4.1.1	%	2,7000,000		
		All mechanical, electrical, civil works and instrumentation items and the weighbridge must be galvanized:  Platform size: 24m x 3m Capacity: 60 000kg Divisions: 20kg				
		<b>SOFTWARE:</b> The software instrumentation must be connected to a standard software package and must be Microsoft Windows based and user friendly.				
		The weighing module must consist of: Customer data base Transporters code, names and addresses Vehicle number and mass Supplier details etc.				
		Rate to include all suitable computer equipment to monitor, record and customise record of reading.				
		<b>CERTIFICATION</b>				
		The certification must include Heavy Guide Rails and Software training for 3 hours				
		<b>LIGHTNING PROTECTION</b>				
		Installation of 3000Kva UPS for additional protection against power/lightning surges. this will include: 10x earth spikes 10x earth straps 1x set of excitation blitz conductors				
		Galvanizing				
<b>TOTAL CARRIED FORWARD</b>						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

## EMALAHLENI LOCAL MUNICIPALITY



Contract No. 04/2021

### CONSTRUCTION WORK AT LEEUWPOORT LANDFILL SITE

#### SUMMARY OF BILL OF QUANTITIES

SECTION	DESCRIPTION	AMOUNT (RAND)
1	Preliminary & General	
2	Main Building	
3	Roads and Stormwater	
4	Guard House and Entrance	
5	Construction of Weighbridge	
SUBTOTAL		
PLUS 10% CONTINGENCIES		
SUBTOTAL		
PLUS 15% VALUE ADDED TAX		
TOTAL CARRIED FORWARD TO FORM OF TENDER		

Name of Tenderer:.....

Date: .....

Signature:.....

Position: .....

Full name of signatory:.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## EMALAHLENI LOCAL MUNICIPALITY



**Contract No. 04/2021**

### CONSTRUCTION WORK AT LEEUWPOORT LANDFILL SITE

#### **C3: SCOPE OF WORK**

- C3.1 Description of the Works**
- C3.2 Construction**
- C3.3 Project Specifications**
- C3.4 Particular Specifications**
- C3.5 Annexures**
- C3.6 Annexure A: Tender Drawings**

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

## EMALAHLENI LOCAL MUNICIPALITY



**Contract No. 04/2021**

### CONSTRUCTION WORK AT LEEUWPOORT LANDFILL SITE

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

##### **1 DESCRIPTION OF THE WORKS**

1.1 CONTRACT WORK The installation shall be carried out entirely by the Civil Contractor's own staff and shall not in any way be sub-let. This part of the specification shall have preference to any other part of the specification.

The scope of works has been scheduled to be completed in a single financial year and the client reserves the right to reduce the scope of works, in any means or form or section as they may decide and reserve the right to sub-let out any work as defined under the provisional amounts in the bill of quantities.

1.2. EMPLOYER'S OBJECTIVES It is a specific goal of this project that the labour component be maximised where it is economically feasible, and that the use of this labour goes hand in hand with on the job training of the labour force. The project is thus process and product orientated, and it is expected that the contractor will pursue these goals in the execution of the project.

1.3. SITE The Tenderers must, before submitting their tenders, acquaint themselves with the local conditions, accessibility of the sites, soil conditions, availability of labour and labour conditions, transport, off loading store and custody conditions for materials and equipment necessary for the completion of the total contract. No claim based on ignorance in this regard shall be considered.

1.3.1 DAMAGE TO OTHER/EXISTING SERVICES The Contractor shall assume full responsibility in case he or any person in his service is directly or indirectly responsible for any damage caused to other services already installed (water, sewerage, storm water, roads, surveyor's pegs, etc.). Any such damage shall immediately be reported to the Engineer. The Contractor shall be held fully responsible for the repair of such damage to the satisfaction of the Engineer and/or local municipality. The costs for the repair of such damage shall be borne by the Contractor. Claims by the Contractor in this connection will not be considered. All disturbed land surveyor pegs shall be re-surveyed and certified in the correct position at the cost of the contractor

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**1.4. EXTENT OF WORK** The work covered by this contract comprises the completion of the outstanding works of Phase1 “Construction Works at Leeuwpoot Landfill Site and the Installation of 24m galvanized weighbridge with all associated civil works and instrumentation”.

**1.4.1 Main Building** • The walls to be cleaned and repainted. • 1x main burglar door to the offices is vandalized, to be replaced • 6x in-doors are chipped and need repainting. • 2x toilet tank lids to be replaced. • 1x window burglar to be replaced. • The geyser is vandalized and all copper pipes stolen, to be replaced complete.

**1.4.2 Ablution block and Storage Room** • The rain water goods (gutters, fascia's board and down-pipe) were damaged and to be replaced. • The roof to be installed. • The tiles in the storeroom are chipped and to be fixed. • The apron outside the ablution block is damaged at about 2m, to be fixed. • The wash bay concrete has cracked at about 12m<sup>3</sup>, to be fixed.

**1.4.3 Fencing** • ±200m Coil Type Concertina wire all around the landfill fence is damaged, to be replaced. • ±1,8km of 1.8m height Concrete palisade fence is also damaged, to be replaced.

**1.4.4 Plant Parking** • ±686m Palisade fencing at the maintenance plant parking was vandalized, to be replaced. • Earthworks – 406m<sup>2</sup> with concrete stripes. • Farm gate – 4,5m<sup>2</sup> with 2x posts.

#### **1.4.5 Storm-water Control**

**1.4.5.1 Berms** • ±800m Berm alongside the fence to be re-constructed. • ±29m Berm alongside the entrance to be re-constructed.

**1.4.5.2 Cleaning** • Storm-water pipe outlet is completely covered with sand, to be cleaned. • Cleaning the ±22m<sup>2</sup> storm-water next to the ablution block.

**1.4.5.3 Paving and Kerbing** • 36m<sup>2</sup> of the concrete paving blocks to be re-installed. • 7m fig.8c kerbs are also to be re-installed. • 4x 330mm fig.8c kerbs to be re-installed. • 3x 1m fig.8c kerbs to be re-installed. • 1x transition kerbs to be re-installed.

**1.4.5.4 Drift** • Construction of the drift at the entrance to control the flow of running water.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**1.4.6 Electricity (Guard House)** • 1X Distribution Box complete with earth leakage, main switch and 5 circuit breakers to be replaced. • Supply and Install 1x 50Kva Transformer (Three phase distribution transformer). Voltage: 11000/420V

**1.4.7 Gate** •  $\pm 3,5\text{m}^2$  gate rail is covered with heaps of sand and needs to be cleaned.  
• The D5 gate motor is stolen and needs to be replaced.

**1.4.8 Paved Parking** • The paved parking is flooded with sand. The paving needs to be cleaned and a berm to be constructed to control the flow of water.

**1.4.9 Paving (Weighbridge)** • Installation of concrete paving blocks on both sides of the weighbridge.

#### **1.4.10 Guard House and Entrance**

**1.4.10.1 Boom-gate** • Supply and Install 2x - 2,5m Tyre-spike automatic boom-gates complete with all electronics, logic and loop detector including testing thereof. • The Gate Motor kit for the 6m steel palisade gate is stolen and needs to be replaced. • Supply and Install 2x CCTV units with 6 cameras each at the gate entrance.

**1.4.10.2 Solar Street Lights** • Supply and installation of 4x Falcus 15m solar powered street lights or similar approved. • Poles are to be accordance with SABS 0225 Specification • All products to be hot dip galvanised by a SABS Approved galvaniser in accordance to SANS 121/ SABS 1461 Specification. • All poles to be manufactured from grade S 355 steel manufactured in accordance to SANS 657/1 and 3 Specification. • All openings (i.e access doors, cable entries, etc) should be done by means of Plasma Arc.

**1.4.11 Weighbridge (Specialised Work to be carried out by a SANAS Accredited sub-contractor)** • Supply and Install above ground 2 x – 24m fully electronic galvanized weighbridge complete with weighbridge foundations. • The sub-contractor appointed should offer a turn-key package including excavation for the foundations, construction of the foundation, installation of the weighbridge, supply the software for data processing programs (should include training), licence plate recognition technology, CCTV camera system, boom barrier, high bright LED traffic robots. • Construction of a control room, fully furnished with control equipment. • Cabling and Electrical Installation.

**1.4.12 High Level Tank** • Pipe for transferring water from the tank to the trucks, to be installed.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## EMALAHLENI LOCAL MUNICIPALITY



**Contract No. 04/2021**

### CONSTRUCTION WORK AT LEEUWPOORT LANDFILL SITE

#### **C3.2: CONSTRUCTION**

**C3.2.1 Project Specifications**

**C3.2.2 Particular Specifications**

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



## EMALAHLENI LOCAL MUNICIPALITY



**Contract No. 04/2021**

### CONSTRUCTION WORK AT LEEUWPOORT LANDFILL SITE

#### PROJECT SPECIFICATIONS

#### GENERAL

The specification applicable to this Contract comprises of the following:

##### **C3.2.1 Project Specifications**

C3.2.1.1 Section A: Project Description and General Information

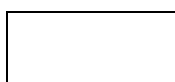
C3.2.1.2 Section B: Materials and Workmanship Specification

C3.2.1.3 Section C: Variations and Additions to Standardised Specifications

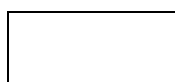
##### **C3.2.1.4 Civil Works: Standardized Specifications**

SANS 1200 A	:	General
SANS 1200 C	:	Site Clearance
SANS 1200 D	:	Earthworks
SANS 1200 DK	:	Gabions and Pitching
SANS 1200 DM	:	Earthworks (roads, subgrade)
SANS 1200 DB	:	Earthworks (pipe trenches)
SANS 1200 GA	:	Concrete (small works)
SANS 1200 L	:	Medium Pressure Pipelines
SANS 1200 LB	:	Bedding (pipes)
SANS 1200 LC	:	Cable Ducts
SANS 1200 LD	:	Sewers
SANS 1200 LE	:	Stormwater Drainage
SANS 1200 M	:	Roads (general)
SANS 1200 ME	:	Subbase
SANS 1200 MF	:	Base
SANS 1200 MJ	:	Segmented Paving
SANS 1200 MK	:	Kerbing and Channelling

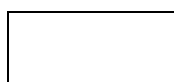
The Standardised Specifications can be obtained from the South African Bureau of Standards and the said Standardised Specifications shall be deemed to be included in and to form part of this Contract.



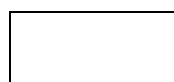
Contractor



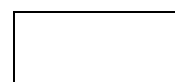
Witness 1



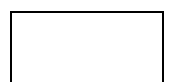
Witness 2



Employer



Witness 1



Witness 2

**C3.2.2 Particular Specifications**

PSVA : Ancillary Work: Landscaping and Grassing

**STATUS**

Should any requirement of the Project Specification be in conflict with any requirement of the Standardised or Particular Specification listed above, the requirements of the Project Specification shall prevail. In the event of any such contradictions, the Contractor must bring it to the attention of the Engineer immediately.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## EMALAHLENI LOCAL MUNICIPALITY



**Contract No. 04/2021**

### CONSTRUCTION WORK AT LEEUWPOORT LANDFILL SITE

#### C3.2.1: PROJECT SPECIFICATIONS

##### C3.2.1.1: SECTION A: PROJECT DESCRIPTION AND GENERAL INFORMATION

###### A.1 DESCRIPTIVE

This Contract covers the supply, delivery, transport, handling, storage, erection, installation, commissioning, testing, adjustment, handing over in complete working order and upholding during the Defects Liability Period of construction work for the **CONSTRUCTION WORK AT LEEUWPOORT LANDFILL SITE**

###### A.2 SCOPE OF CONTRACT

The Contract comprises seven (7) sections as follows:

- Section 1: Preliminary and General Cost
- Section 2: Main Building Works
- Section 3: Roads and Stormwater
- Section 4: Guard House and Entrance
- Section 5: Construction of Weighbridge

###### A.3 Location of the Works

The site is situated  $\pm 8,4$ km from the Emalahleni CBD, and  $\pm 2,5$ km North West of the Emalahleni airfield which falls within the Emalahleni Local Municipality area of jurisdiction.

###### A.4 Construction program

Tenderers shall submit with their tender their preliminary weekly programme for the construction of the Works under this contract to suit their proposed method of executing the Works. The programme shall be sufficiently detailed to differentiate between the various activities so that the contract may be properly evaluated.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## A.5 Change in Works

The Engineer may, from time to time by order in writing without in any way vitiating the Contract or giving to the Contractor any claim for additional payment, require the Contractor to proceed with the execution of the works in such order as in his opinion may be necessary, and may alter the order of or suspend any part of the Works at such time and times as he may deem desirable and the Contractor shall not, after receiving such written order, proceed with work ordered to be suspended until he shall receive a written order to do so from the Engineer. Where the work must of necessity be carried out in conjunction with work of other Contractors, or with that of the Employer, it shall be co-ordinated and arranged in such a manner as to interfere as little as possible with the progress of such other work so as to offer every reasonable facility to other Contractors or to employees of the Employer.

## A.6 ENGINEERING

### A.6.1 Design Services and Activity Matrix

Description	Responsibility
Design of Works	Engineer
Concept, feasibility and overall process	Client
Basic Engineering and detail layouts to tender stage	Engineer
Final Design of Works	Engineer
Final Design to be approved for construction stage	Client
Preparation of tender documentation & adverts	Engineer
Appointment of sub-contractors	Contractor
Supervision	Engineer
Preparation of as-built drawings	Contractor / Engineer
Completion certificate	Engineer / Client / Contractor

### A.6.2 Drawings

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

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

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

## A.7 PROCUREMENT

The Tenderers notice is drawn to the fact that the awarding of this tender will be in terms of the Supply Chain Management Policy of the Emalahleni Local Municipality and The Standard Conditions of Tender as contained in Annexure F of the January 2009 edition of the CIDB Standard for Uniformity in Construction Procurement.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## **A.8 SUB-CONTRACTING**

No work may be sub-contracted to another party unless approval is given by the Engineer in writing. The Contractor is to submit to the Engineer in writing a request for appointment of a particular sub-contractor. Accompanying this request is to be the full detail of the sub-contractor, including:

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

Before the Engineer in terms of Clause 49 hereof issues any certificate that includes any payment in respect of work done or goods supplied by any sub-contractor appointed in accordance with the provisions of Clause 6.3 of the General Conditions of Contract for Construction works (2004), he shall be entitled to call upon the Contractor to furnish reasonable proof that all payments (less retention moneys) included in previous certificates in respect of the work or goods of such sub-contractors have been made or discharged by the Contractor, in default of which, unless the Contractor:

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

## **A.9 CONSTRUCTION**

### **A.9.1 Work Specifications**

The following applicable standardized and particular specifications are relevant to this contract:

### **A.9.2 Plant and Materials**

All materials shall comply with the requirements of the South African Bureau of Standards, and shall bear the official standardization mark. Where SABS standard does not exist for a certain material, or a material does not bear the official standardization mark, the Engineers approval of such material must be gained before use thereof.

### **A.9.3 Construction Equipment**

All equipment on site shall be in a good working order, and is to be in such a condition that it can achieve production rates which are typical of the industry standards.

Should any equipment, in the opinion of the Engineer, be substandard or breaks down frequently to such an extent that it affects the progress on the project, the Engineer may instruct the Contractor to replace such equipment.

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

#### **A.9.4 Existing Services**

The Contractor shall so carry out all his operations as not to encroach on, or interfere with, trespass on, or damage adjoining lands, building properties, roads, structures, places and things in the vicinity of the Works, and he shall free and relieve the Employer of any liability that may be incurred in consequence of his failure to do so.

The services existing on the site will be either shown on the drawings or pointed out on site by the Engineer and / or the Municipality. No excavation work will commence unless a representative of the Municipality and/or the Engineer have been requested to point out existing services in the area under construction. Written confirmation of services that have been pointed out by the Municipality is to be obtained by the Contractor.

All existing services on the site may not be shown on the drawings or be visible on the site. The Engineer may order excavation by hand in order to search for and expose services. An item has been included in the Schedule of Quantities to cover the cost of such work if so ordered by the Engineer. Where a service is damaged because of the Contractors negligence he shall be liable for the cost involved in the repair of the services and any other consequent cost that may arise due to the interruption of the damaged services.

No excavation is to take place until a representative from the Municipality has been contacted and he has pointed out the existing services to the Contractor and confirmed it in writing. The same shall apply to all Telkom services in the area.

#### **A.9.5 Site Establishment**

##### **A.9.5.1 Source of Water Supply**

The Contractor must make his own arrangements for water required for drinking and construction purposes.

##### **A.9.5.2 Sources of Power Supply**

The Contractor must make his own arrangements for electrical supply required for construction purposes.

##### **1.1.8.1 A.9.5.3 Location of Camp and Depot**

The Engineer shall point out the position of the Contractors camp to the Contractor during the site inspection. The Contractor may assume that the site camp will be within 1.0 km of the site.

##### **1.1.8.2 A.9.5.4 Sanitary Facilities**

The Contractor is to provide the necessary sanitary facilities at his camp, all of which will be governed by the requirements of the Local Authority. The contractor shall pay all sanitary fees and charges due.

##### **A.9.5.5 Temporary Offices**

The Contractor is not required to provide any specific office space for the Engineers,

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

but the Contractors' offices shall have adequate space and facilities for the holding of site meetings, and for the Engineer to perform administrative functions on an ad hoc basis.

Neither housing nor shelters will be provided for the contractor's employees, and the Contractor shall make his own arrangements to house his employees and transport them to the Site.

#### **1.1.8.3 A.9.5.6      Laboratory Facilities**

The use of commercial laboratories will be allowed, but the laboratory to be used is subject to the approval of the Engineer.

#### **A.9.5.7      Name Boards**

One name boards shall be provided in positions as ordered by the Engineer. The Engineer will provide the lettering required once the tender is awarded.

#### **A.9.5.8      Survey Assistant and Equipment**

The Contractor will not be required to make any survey equipment available specifically for the use of the Engineer. The Contractor will however make 1 assistant available to the Engineer as and when required.

#### **A.9.5.9      Site Usage**

##### **A.9.5.9.1      Ground and Access to the Works**

The Contractor shall where necessary on or adjacent to roads which carry traffic provide all the necessary barricades and signs in accordance with the stipulations of the South African Road Traffic Signs Manual, and in strict accordance with the requirements of the Protective Services of the Emalahleni Local Municipality.

The Contractor shall further ensure that all public roads that are used for access to the site are kept free of debris at all times. The Contractor shall also take adequate measures to ensure that dust is kept to an acceptable level. The term acceptable is to be deemed as acceptable to the Engineer.

##### **A.9.5.9.2      Care, Damage and Protection**

The Contractor shall at his own cost make full provision for all watching and lighting necessary for the protection of all persons, animals, vehicles, etc., from injury by reason of the Works. He shall provide ample warning signs, guard rails, etc., around open excavations, stacks of materials, excavated material, debris or the like, and he shall be held liable for all claims made upon himself or upon the Employer by reason of his neglect of all such precautions and provisions.

During the periods of construction of the Works and the repair of defects, the Contractor shall, at his own cost, to the satisfaction of the Engineer and the relevant Authority, take sufficient and adequate measures to avoid interrupting the use of all roads, footpaths, water courses, drains, pipes, telephones, electric wires and cables,

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premises, places and works, public or private, which may in any way be interfered with by the operations; and shall also afterwards permanently restore all structures and everything which may have been temporarily displaced or otherwise interfered with, all to the satisfaction of the Engineer and the relevant Authority, without extra charge beyond the Contract price.

#### **1.1.8.4 A.9.5.9.3 Survey Beacons**

The Contractor shall take care to safeguard any permanent survey beacons such as erf boundary pegs and reference beacons. Should the Contractor disturb any such pegs and beacons, he shall have them replaced at his own cost by a registered Land Surveyor. The Contractor is to provide the Engineer with written confirmation from the Land Surveyor that he has replaced the relevant beacons.

The Contractor's attention is drawn to article 35(i) of the Land Surveying Act No. 9 of 1927 (as amended) in this regard.

#### **1.1.8.5 A.9.5.9.4 Blasting**

As the construction takes place within a built-up area, extreme care is to be taken during any blasting operations. No blasting shall be permitted without prior written consent from the Engineer. Written as well as verbal notice will be given to all house owners in the affected area 24 hours prior to the blast being set off, and the contractor is to do a survey of all the houses (internal and external) in the area prior to blasting.

A full daily report of all blasting operations (in duplicate) is to be completed by the Contractor.

This report shall inter alia contain the following information:

- Date and time of each blast
- Number of holes
- Charge per hole
- Use of relays, etc.

This report is to be submitted to the Engineer on a weekly basis, and is to be countersigned by the Engineer.

The contractor is to be noted that he is not to use or permit any person to use an explosive powered tool, unless:

- (a) it is provided with a protective guard around the muzzle end, which effectively confines any flying fragments or particles; and
- (b) the firing mechanism is so designed that the explosive powered tool will not function unless:
  - (i) it is held against the surface with a force of at least twice its weight; and
  - (ii) the angle of inclination of the barrel to the work surface is not more than 15 degrees from a right angle:

#### **A.9.5.9.5 Protection of Existing Vegetation**

Contractor

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Before any tree is cut down and removed from the site, the Contractor shall confirm the necessity of such action with the Engineer or his Representative.

#### **1.1.8.6 A.9.5.9.6 Access to Individual Erven**

Access to all public and private property must be maintained at all times. Where trenches cross the access point to any property, the Contractor is to arrange for adequate and safe vehicular and pedestrian crossings over the trenches.

The Engineer must approve the method of providing access before any excavation commences.

#### **A.9.5.9.7 Use of Construction Vehicles and Equipment**

The contractor shall ensure that all construction vehicles and mobile plants:

- (a) are of an acceptable design and construction;
- (b) are maintained in a good working order;
- (c) are used in accordance with their design and the intention for which they were designed, having due regard to safety and health;
- (d) are operated by workers who:
  - (i) have received appropriate training and been certified competent and been authorised to operate such machinery; and
  - (ii) are physically and psychologically fit to operate such construction vehicles and mobile plant by being in possession of a medical certificate of fitness;
- (e) arrangements to guard against the dangers relating to the movement of vehicles and plant, in order to ensure their continued safe operation;
- (f) are prevented from falling into excavations, water or any other area lower than the working surface by installing adequate edge protection, which may include guardrails and crash barriers;
- (g) where appropriate, are fitted with structures designed to protect the operator from falling material or from being crushed should the vehicle or mobile plant overturn;
- (h) are equipped with an electrically operated acoustic signalling device and a reversing alarm; and
- (i) are on a daily basis inspected prior to use, by a competent person who has been appointed in writing and the findings of such inspection is recorded in a register.
- (j) no person rides or be required or permitted to ride on any construction vehicle or mobile plant otherwise than in a safe place provided thereon for that purpose;
- (k) every construction site is organised in such a way that, as far as is reasonably

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practicable, pedestrians and vehicles can move safely and without risks to health;

(l) the traffic routes are suitable for the persons using them, sufficient in number, in suitable positions and of sufficient size;

(m) every traffic route is, where necessary indicated by suitable signs for reasons of health or safety;

(n) bulldozers, scrapers, loaders, and other similar mobile plant are, when being repaired or when not in use, fully lowered or blocked with controls in a neutral position, motors stopped and brakes set;

(o) whenever visibility conditions warrant additional lighting, all mobile plant are equipped with at least two headlights and two taillights when in operation;

(p) when workers are working on or adjacent to public roads, reflective indicators are provided and worn by the workers.

## **A.10 MANAGEMENT**

### **A.10.1 Management of the Works**

#### **A.10.1.1 Planning and Programme**

The Contractor shall deliver to the Engineer within 14 days, calculated from the commencement date, a realistic programme showing the order of procedure, the duration of activities making up the programme and method which he proposes to use in carrying out the Works in order to meet the due completion date for this project.

The Tenderer is to note that the penalty for failing to complete the works is R 2 000.00 per day.

#### **A.10.1.2 Setting Out of the Works**

Generally the positions of the works have been fixed on the plans according to the existing stand boundaries. The Engineer is to approve all setting out prior to commencement of excavation.

#### **A.10.1.3 Excavation of Works & Safety**

The contractor shall ensure that all excavation work is carried out under the supervision of a competent person who is been appointed in writing. The Contractor will evaluate, as far as is reasonably practicable, the stability of the ground before excavation works begin and he/she shall not permit any person to work in an excavation which has not been adequately shored or braced.

The Contractor will cause convenient and safe means of access to every excavation area in which person are required to work and such access shall not be further than 6m from the point where any worker within the excavation is working.

The Contractor must ascertain as far as is reasonably practicable the location and nature of electricity, water, gas or other similar services which may in any way be

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affected by the work to be performed, and shall before the commencement of excavation work that may affect any such service, take the steps that may be necessary to render the circumstances safe for all persons involved;

The Principal Contractor shall cause every excavation which is accessible to the public or which is adjacent to public roads or thoroughfares, or whereby the safety of persons may be endangered, to be:

- (i) adequately protected by a barrier or fence of at least one metre in height and as close to the excavation as is practicable; and
- (ii) provided with warning illuminates or any other clearly visible boundary indicators at night or when visibility is poor.

The Principal Contractor shall cause warning signs to be positioned next to an excavation within which persons are working or carrying out inspections or tests.

#### **A.10.1.4 Inspection by Engineer**

No stage of construction shall be proceeded with until the Engineer or his representative has examined and approved the previous stage. If any work is covered or hidden from view before the Engineer has inspected same, the Contractor shall at his own cost open the covered work for inspection. The Contractor shall also be responsible for making good any work damaged by such uncovering.

#### **A.10.1.5 Employment of Local Labour**

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

All labour is to be sourced from the Emalahleni Local Municipal area of jurisdiction and the Contractor may only bring in key personnel from outside this area. The Contractor's attention is drawn to the standard rates specification as according to **GOVERNMENT GAZETTE No. 42052 of 23 NOVEMBER 2018 FOR THE CIVIL ENGINEERING INDUSTRY: EWAGE AND TASK GRADE COLLECTIVE AGREEMENT**. The rate for the appointment of general worker is R39, 81 Hourly Rate from 1 September 2020 to August 2021 adjusted by 7, 5% or CPI whichever is the greater. These standard rates should be implemented for payment of all employees of the Contractor.

Key personnel would typically include the Contracts Manager, Site Agent, and Supervisor for each discipline and operators of plant where the operator must be seated.

A Monthly labour report on all local labour i.e. payments and labour days should be submitted to the Engineer at the end of each month in order for the Engineer to submit a report to the Employer.

None of the Works shall be executed except between sunrise and sunset on Monday to Saturday, inclusive, of any week, and none of the Works shall be executed on any special non-working days stated in the Contract Data, unless:

- The Engineer's permission in writing is obtained, subject to such conditions as may be laid down by the Engineer; or
- Provision is specifically made for it in the Contract; or

Contractor

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- Work is unavoidable or necessary for the saving of life or property or for the safety of the Works.

#### **A.10.1.6 Site Meetings**

Regular meetings will be held between all relevant parties to establish the progress and/or delays and problems that might occur on site. Any problems of delays will be address accordingly and the Contractor will receive proper instructions with reference to this matter.

#### **A.10.1.7 Communication**

The contact person for the Employer is:  
Contact No:

Ms. Y Nkoana Tel No. 071 999 7740

e-mail: [nkoanayln@emalahleni.gov.za](mailto:nkoanayln@emalahleni.gov.za)

Or

Mr. M.E Sedupane Tel No. 013 690 6298 Fax No. 013 690 6207

e-mail: [sedupaneme@emalahleni.gov.za](mailto:sedupaneme@emalahleni.gov.za)

#### **A.10.1.8 Daily Records**

Daily records of resources (equipment and people employed) must be kept and must be available on site at all times. These records will include i.e. site instruction book, site diary, site visit register, contractual documentation and minutes of all project meetings. Labour information should be kept updated at all times.

#### **A.10.1.9 Compliance with Applicable Laws**

The Contractor shall, in performance of the Contract, comply with all applicable laws, regulations and statutory provisions and agreements, and shall in particular, on the request of the Engineer, provide proof that he has complied therewith with regard to amongst others:

- Wages and conditions of work, and
- Safety

#### **A.10.1.10 Payment Certificates**

As consideration for the construction, completion and defects correction of the Works, the Employer shall pay the Contractor in terms of the provisions of the Contract.

#### **A.10.1.11 Clearance of Site**

On completion of the Works, the Contractor shall clear away and remove from the site all Construction Equipment, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and the works clean and in a safe condition. All streams and watercourses (where applicable) shall be cleaned and restored to the condition as at the commencement of the Works. If the Contractor does not, within a

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reasonable time, comply with this requirement, the Employer may have the site cleared and recover the cost thereof from the Contractor.

#### **A.10.1.12 Termination of Contract**

If application is made for the sequestration of the Contractor's estate, or if the Contractor publishes a notice of surrender of his estate or presents a petition for the acceptance of the surrender of his estate as insolvent, or makes a compromise with his creditors, or assigns in favour of his creditors, or agrees to carry out the Contract under the supervision of a committee representing his creditors, or (being a company) goes into liquidation, whether provisionally or finally (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or if the contractor assigns the contract without having first obtained the Employer's consent in writing, or if execution is levied on his goods or if the Engineer certifies reference to this Clause, that in his opinion the Contractor:

- Has abandoned the contract; or
- Without reasonable excuse has failed to commence the Works in terms of Clause 10 of the General Conditions of Contract for Construction Works (2004), or has suspended the progress of the Works for fourteen (14) days after receiving from the Engineer written notice to proceed or
- Has failed to proceed with the Works with due diligence; or
- Has failed to remove materials from the site or to pull down and replace work within fourteen (14) days after receiving from the Engineer written notice that the said materials or work have been condemned and rejected by the Engineer in terms of these conditions; or
- Is not executing the Works in accordance with the Contract, or is neglecting to carry out his obligations under the Contract; or
- Has, to the detriment of good workmanship or in defiance of the Engineer's instruction to the contrary, sublet any part of the Contract; or
- Has assigned the Contract or any part thereof without the Employer's consent in writing; or
- The contractor or anyone on his behalf or in his employ would pay, offer or offer as payment to any person in the employ of the Employer a gratuity or reward or commission; or
- The contractor furnished inaccurate information in the Schedules forming part of this Contract.

Then the Employer may, after giving fourteen (14) days' notice in writing to the Contractor, terminate the Contract and order the Contractor to vacate the Site and to hand it over to the Employer, and the Employer may then enter upon the site and the Works and expel the Contractor there from without thereby affecting the rights and powers conferred on the Employer of the Engineer by the Contract, and the Employer may himself complete the Works or may employ another contractor to complete the Works, and the Employer or such other contractor may use for such completion so much of the construction equipment, temporary works and materials bought onto the site by the Contractor as the Employer may think proper, and the Employer may at any time sell any of the said construction equipment, temporary works and unused materials and apply the proceeds of sale toward payment of any sums that may be due or become due to the Employer by the Contractor under the Contract. In such circumstances the Contractor shall forthwith vacate the site and shall not be entitled to remain on the site on the grounds that he is entitled to do so on a right of retention until amounts due to him have been paid, neither will the contractor be entitled to any further

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payments of this Contract.

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

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*Witness 2*

## **A.11 HEALTH AND SAFETY**

### **A.11.1 Health & Safety Issues**

All work is to be carried out in accordance with the Occupational Health and Safety Act and Regulations (Act 85 of 1993) (a copy of which must be kept on site), the Explosive Material Act of (Act 26 of 1956), the Minerals Act of 1991, and the Factories Machinery and Building Work Act (No 22 of 1941).

The Contractor's notice is drawn to the stipulations of the Construction Regulations 2003, a regulation of the Health and Safety Act 1993 (Gov Notice No R1010 of 18 July 2003). The construction regulation will be applied vigorously on the project.

The Contractor to be appointed must have made provision for the cost of health and safety measures during the construction process. The contractor must have the necessary skills, competencies and resources to carry out the work safely. A proper Safety Plan is to be submitted by the Contractor and a copy thereof is to be made available to all applicable appointed labourers and permanent workers on this project.

The Contractor is to ensure that the legal compliance for the Health and Safety issues are in place. Audits will be carried out to ensure that the Contractor is registered and in good standing with the Workmen's Compensation fund and that the Contractor has affected insurance indemnifying the Employer against penalties levied upon the Employer due to the acts of omissions of the Contractor in failing to comply with the provisions of the OHS regulations 2003. A compliance audit will also be carried out to ensure that the Contractor has appointed a full-time competent person in writing to deal with the issues of the OHS and that a risk assessment has been conducted and a copy of the Safety plan is on site before any work commences.

Operational audits will be carried out on the following important issues:

- That the Safety Plan is on site at all times
- That the Contractor's Safety file is on site at all times
- That the Safety Officer is on site at all times
- That Safety meetings are conducted as per the Safety Plan
- That employees are working under safe conditions
- That the public is not placed in danger
- That there is no harm to the environment

### **A.11.2 Accommodation of Traffic**

It is expected of the Contractor to ensure that the free flow of traffic is possible throughout the construction period.

The Contractor is to provide all necessary barricades, signs and lighting in accordance with the stipulations of the South African Road Signs Traffic Manual, and the Protective Services of the Emalahleni Local Municipality. All work is to be to the satisfaction of the Engineer.

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

### **A.11.3 Reporting of Accidents**

In addition to any statutory regulations, the Contractor shall, as soon as practicable, report to the Engineer every occurrence on the Works or the site causing damage to property or injury or death of persons. If required by the Engineer, the Contractor will submit a report in writing to the Engineer within 48 hours of such requirement setting out full details of the occurrence. The Engineer shall have the right to make any enquiries either on the site or elsewhere as to the cause and results any such occurrence and the Contractor shall make available to the Engineer the necessary facilities for carrying out such enquiries.

### **A.12 DEWATERING**

Dewatering of excavations will be the responsibility of the Contractor and he must either allow therefore in his rates or give a rate for the use of a pump of specified size and pumping capacity in his covering letter.

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



### **C3.2.1.2: SECTION B: MATERIALS AND WORKMANSHIP SPECIFICATION**

#### **B.1 GENERAL**

All materials and components used in the construction under this Contract shall be of the best quality and suitable for the purposes for which they are intended.

#### **B.2 QUALITY MANAGEMENT**

##### **B.2.1 Applicable Quality Assurance Standards**

The Tenderer shall provide a co-ordinated and formally documented statement of his quality management system, including quality management objectives, policies, organisation and procedures, for the compulsory implementation of SANS 0157, Code of Practice for Quality Management Systems, Part III. The same applies to Part II of the said Code of Practice, which must be implemented on certain selected items only. However, although Part II will not be implemented in all instances it will not exempt the Contractor of compliance with the quality requirements laid down in the tender documents. Monitoring and control by the Engineer may be done at any time on any material.

The Contractor shall submit with his tender an assessment report on his quality management and quality control system issued by an independent Quality Assurance Authority approved by the Engineer. The inspection on which this assessment report is based shall have taken place not more than twelve months prior to the closing date for this tender.

Responsibility for and all associated costs of compliance with this sub-clause shall rest with the Contractor.

##### **B.2.2 Quality Assurance Enhancement**

Should the Contractor or any of the proposed sub-contractors not comply with Sub-Clause 1 at the time of tender a Contract may be awarded subject to a written undertaking to enhance his own and/or sub-contractor's quality assurance system to the satisfaction of the Engineer before commencement of the Contract.

##### **B.2.3 Quality Assurance Staff**

The Contractor shall satisfy the Engineer that a quality specialist together with sufficient and suitably qualified staff will be assigned to control the quality of material used by the Contractor and to monitor the quality of the material used by each sub-contractor engaged in the supply of critical and major components and sub-assemblies.

The curriculum vitae of the quality specialist shall be submitted to the Engineer at the time of tender. The Engineer shall approve the proposed quality staff in writing and changes of staff shall require the written agreement of the Engineer.

If the Engineer considers that the proposed quality specialist and/or quality staff is inadequate or becomes inadequate during the course of the Contract due to staff changes or for any other reason, the Contractor shall employ for the period of the Contract and at his cost an independent quality specialist and/or sufficient and suitably qualified quality staff approved by the Engineer.

##### **B.2.4 Engineers Quality Assurance Representative**

Contractor

Witness 1

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Employer

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The Engineer may elect to appoint an independent quality assurance representative to act in a surveillance capacity on his behalf for part or all off the Contract.

**B.2.5 Classification of Material**

Part II of the above-mentioned Code of Practice i.e. a quality system for manufacture and installation, will apply only to certain critical material, products and services indicated in the tender documents, of which the Engineer considers the manufacturing and the installation stages of such critical importance that quality assurance by the Contractor shall be of an even higher level than that prescribed in Part III.

**B.2.6 Sub-letting**

All enquiries made and contract placed by the Contractor for critical components shall require that sub-contractors comply with the requirements of the preceding Sub-Clauses. Responsibility for and all associated costs of compliance shall rest with the Contractor. In instances where SANS 0157 is not applicable, Tenderers must indicate what equivalent alternative Code of Practice is being implemented.

**B 2.7 Disqualification**

Tenderers who do not include the formally documented statements called for in Sub-Clause 1 and who do not respond in terms of Sub-Clause 2 above will be disqualified.

**B.3 STANDARD SPECIFICATIONS**

Reference made hereinafter to specifications of the South African National Standards (SANS) or the British Standards Institution (BS) shall be deemed to include all revisions of and/or additions to such specifications ruling at the closing date of tenders.

Contractor

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Employer

Witness 1

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### **C3.2.1.3: SECTION C: VARIATIONS and ADDITIONS to STANDARDISED SPECIFICATION**

#### **SANS 1200A: GENERAL**

##### **PSA 3.1 Quality of Samples**

All materials used shall be the best of their respective kinds and shall be suitable for the purposes for which they are intended. Materials shall comply with the requirements of the South African Bureau of Standards, where such standards are available.

If required by the Engineer, samples of any of the materials the Contractor intends to use shall be submitted at the Contractor's expense to the Engineer before they are used in the Works and the Engineer reserves the right to subject any sample of material to such tests as may be required to ensure compliance with the specification for this contract. When approved, the samples will be kept by the Engineer as standards for the duration of the Contract. No materials inferior in quality or workmanship to the approved samples shall be used by the Contractor.

##### **PSA 4.2 Contractor's Offices, Stores and Services**

Add the following:

The Contractor shall where applicable, make the necessary arrangements with the homeowner's association for the provision of services such as water and electricity for construction purposes.

Should the Contractor make use of local services, he shall make arrangements, where applicable, for connections to be made, complete with meters from these services for use at the Site. All costs incurred in respect of these connections and the meters, pipes, cables, etc. from the connections to his facilities, the cost of the water consumed, the cost of the removal of sewage and the use of the telephone, and the cost for finally disconnecting and removing the services shall be paid by the Contractor, who shall include full compensation for such costs in his tendered rates for the various items of work requiring the use of one or more of the services.

Sufficient back-up services shall be provided to ensure the uninterrupted execution of the Works such as storage tanks for water for use in the mixing of concrete, stand-by electrical power for work at night and for electrical plant and equipment used on Site.

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

**PSA 5.7 Safety**

Add the following:

1. The Contractor shall at all times observe adequate safety precautions on Site to ensure the safety of his own staff as well as that of the public and other persons engaged in or about the Works. In this respect he shall observe all laws, ordinances and regulations pertaining to his work.
2. The Contractor's attention is specifically drawn to the following Acts, and particularly to the relevant regulations under each Act, copies of which shall at all times be kept by him on the Site:
  - (a) The Factories, Machinery and Building Work Act (Act 22 of 1941)
  - (b) The Explosives Act (Act 26 of 1956)
  - (c) The Mines and Works Act (Act 27 of 1956)
  - (d) The Occupational Health and Safety Act (Act 85 of 1993)
  - (e) The Construction Regulations of 2003
3. The Contractor is also required to comply with the safety precautions set out in the following publications, copies of which shall also be kept by him on the Site:

The Code of Practice relating to the safety of men working in civil engineering inspection pits and small-diameter vertical shafts. (Transactions of the South African Institution of Civil Engineers, Vol. 2, No. 11, November 1960, obtainable from the Secretary, S.A. Institution of Civil Engineers).
4. The Contractor shall provide suitable and safe access by way of ladders, gangways, etc. to all parts of the Works as may be required for construction purposes or for inspection by the Engineer or the authorised Inspectors in terms of the abovementioned Acts and Regulations.
5. All precautions shall be taken to protect workmen against falling material and/or objects and other dangers whilst they are carrying out their duties. Trenches shall in every way be made and kept safe for persons working therein.
6. All persons working, inspecting or supervising in places where falling material and/or objects could be encountered shall be provided by the

Contractor

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Employer

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Contractor with hard hats of a type approved by the Inspector of Mines, the use of which shall be strictly enforced.

7. The Contractor shall provide a properly equipped first-aid box, which shall be accessible at all times.
8. Where adequate safety precautions are not being observed, the Engineer may order the Contractor to comply with minimum safety requirements at the latter's expense. Compliance with such order will not absolve the Contractor from any of his responsibilities and obligations under the Contract.
9. The Contractor shall display on a prominent place the following emergency information:
  - (a) Local Police Telephone number
  - (b) Local Ambulance Telephone number
  - (c) Local Fire Brigade Telephone number
  - (d) Nearest Doctor
    - (i) Name
    - (ii) Telephone number (office hours)
    - (iii) Telephone number (after hours)
    - (iv) Consulting room street address.
10. The Contractor shall furthermore comply with the requirements of the "Safety Instructions" contained elsewhere in this Document.

**PSA 8: MEASUREMENT AND PAYMENT**

**PSA 8.7 Daywork**

Replace this Clause with the following:

No provision is made for dayworks

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## **SANS 1200 C: SITE CLEARANCE**

### **PSC 3.1 Disposal of Material**

The Contractor shall during the period of the Contract (including the Maintenance Period) remove any accumulation of surplus earth, rock, clay or soil or other excavated material not required for refilling.

Surplus material shall be deposited, spread and levelled at agreed sites within the Contract area or at dumping sites found by the Contractor.

All filthy or offensive matter met with during the execution of the Works shall be carted away immediately to an approved dump site.

### **PSC 5.8 Demolition of Structures**

Demolition of structures by means of blasting will not be permitted.

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

## **SANS 1200 D: EARTHWORKS**

### **PSD 3 MATERIAL**

Add the following Sub-Clauses:

#### **PSD 3.1 Classification for excavation purposes**

##### **PSD 3.1.2 Classes of excavation**

###### **(a) Soft excavation**

Excavation of all material other than hard rock material, as specified in clause 3.1.2 (c), will be measured as soft excavation.

###### **(b) Intermediate excavation**

Delete this clause.

###### **(c) Hard rock excavation**

Delete the reference to boulder excavation in paragraphs (1) and (2).

###### **(d) Boulder excavation Class A**

Delete this Clause.

###### **(e) Boulder excavation Class B**

Delete this Clause.

### **PSD 5 CONSTRUCTION**

#### **PSD 5.2.2 Excavation**

Add the following Sub-Clauses:

##### **PSD 5.2.2.5 Utilization of excavated material**

Excavated material and material recovered from temporary work shall, in so far as it is suitable, be utilized for backfill. Material unsuitable for use as backfill or in excess of the quantity required to complete the backfill shall be spoiled or utilized as directed by the Engineer.

##### **PSD 5.2.2.6 Excavation limits for payment purposes**

For measurement and payment purposes, the limits of the excavations for structures shall be as shown on the Drawings.

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

Where no excavation limits are shown on the Drawings and the Engineer has decided that formwork has to be provided for the sides of a concrete member, the limits of the excavation for measurement and payment purposes shall be the vertical planes 0,5 m outside the perimeter of the concrete member for which the formwork is to be provided, and the founding level shown on the Drawings.

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



**PSD 5.2.2.7 Over-excavation**

Over-excavation in hard material shall be backfilled with mass concrete as specified or as directed by the Engineer and shall be at the Contractor's expense.

**PSD 5.2.2.8 Unsuitable material**

Boulders, logs or any other unsuitable excavated material shall be taken to spoil.

Where, in the opinion of the Engineer, unsuitable material is encountered at founding level, such material shall be removed and replaced with foundation fill in accordance with the requirements of clause PSD 5.2.3.4 of this section and as directed by the Engineer.

**PSD 5.2.2.9 Preparation of the founding surface**

Where hard material suitable for founding is encountered at the founding level, it shall be cut and trimmed to a firm surface, either level, stepped or serrated, as may be required.

Where there are indications that the material at the founding level will be soft material or hard material that will deteriorate rapidly on exposure, the excavation of the final layer with a thickness of 150 mm shall be postponed until just before the blinding layer is placed.

Where shown on the Drawings or ordered by the Engineer, excavations shall be extended to a specified depth below the given undersides of the slabs and footings to make provision for the placing of a concrete blinding layer.

**PSD 5.2.3.3 Backfill and fill near structures**

**(a) General**

When placing backfill and fill, the following precautions shall be taken:

- (i) In so far as it is possible, the material shall be placed simultaneously to approximately the same elevation on both sides of a structure or structural member where appropriate. If conditions require that backfill or fill be placed appreciably higher on one side than on the opposite side, the additional material on the higher side shall not be placed until authorized by the Engineer and preferably not until the concrete has been in place for 14 days, or until

Contractor

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Witness 2

Employer

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tests show that the concrete has attained sufficient strength to withstand any pressure safely that has been created by the backfill or fill or by the method of construction.

- (ii) The material behind structural members restrained at the top by the superstructure, e.g. portal-type structures, shall be placed as stated on the Drawings or as directed by the Engineer.
- (iii) The material behind the walls of concrete culverts shall not be placed until the top slab has been placed and cured, unless otherwise authorized by the Engineer.

(b) **Backfill**

Excavated areas around structures, between the structure and the vertical walls of the surrounding excavation, shall be backfilled with approved material in horizontal layers not exceeding 150 mm in depth after compaction, to the level of the original ground surface or to the level specified on the Drawings. Each layer shall be moistened or dried to the optimum moisture content for the material and be compacted to a density of not less than 90 % of modified AASHTO density, except that, in a road prism, the material shall be compacted to a density of not less than 93 % of modified AASHTO density. In cases where structures are founded on backfill material, the density shall be as specified in the Project Specifications, but shall not be less than 95 % of modified AASHTO density.

(c) **Prevention of wedge action**

Before the fill in the space between a structure and any adjacent sloping fill and the backfill between a structure and the sloping sides of the surrounding excavation is constructed, the slope of the fill and of the sides of the excavation shall be benched or serrated in order to prevent wedge action between the structure and the fill or the sides of the excavation during backfilling and compaction.

The distance between the exposed face of the structure and the toe of the fill or excavation side shall be sufficient to allow proper compaction.

PSD 5.2.3.4

**Foundation fill**

Contractor

Witness 1

Witness 2

Employer

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Witness 2

If, during the course of excavation, it is found that the material at the indicated founding depth does not have the required bearing capacity as specified on the Drawings, the excavations shall be extended at the discretion of the Engineer until satisfactory founding material is encountered. The Engineer reserves to himself the right to order the Contractor to make up the difference in levels with foundation fill.

Where the foundation fill consists of rock or crushed stone, it shall be constructed as directed by the Engineer.

Foundation fill consisting of granular material shall be constructed in layers not exceeding 150 mm in thickness after compaction. Each layer shall be moistened or dried to optimum moisture content for the material and be compacted to a density of not less than 95 % of modified AASHTO density.

Mass concrete fill to be used shall be of the class or mix specified or directed by the Engineer.

**PSD 5.2.4.2      Topsoiling**

Delete this Sub-Clause and refer to Section PSVA.

**PSD 5.2.4.3      Grass or other vegetation**

Delete this Sub-Clause and refer to Section PSVA.

**PSD 5.2.6      Dewatering of foundation excavations**

Over and above his general obligations in regard to dealing with water as specified in SANS 1200 A, the Contractor shall be responsible for preventing the ingress of water into the foundation excavations. The preventive measures shall include the construction of proper drainage channels, diversion channels, berms, sumps, and the supply, operation and maintenance of the necessary bailing and pumping equipment.

The dewatering measures, with the exception of pumping, shall be maintained until the backfilling has been completed, after which all settled silt, mud, etc. shall be removed from the exposed surfaces where necessary. Between the various construction stages, pumping may be interrupted as may be decided by the Engineer.

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

The draining or pumping of water from foundation excavations shall be so done that no concrete materials will be carried away.

PSD 5.2.7

### **Payment**

If a lump sum has been set out in the Schedule of Quantities for the dewatering of foundations. The method of payment for work authorized by the Engineer shall be in accordance with the provisions of the relevant pay item of clause 8 of this section. Work not authorized by the Engineer shall not be measured for payment.

If no lump sum or provisional sum has been set out in the Schedule of Quantities, the tendered rates for foundation excavations and backfilling shall include full compensation for the dewatering of foundations.

PSD 7

### **TESTING**

Add the following:

PSD 7.4

The requirements of Clause 7.2 of SANS 1200 DM and SANS 1200 M shall also apply to this Section.

PSD 8

### **MEASUREMENT AND PAYMENT**

PSD 8.3.2

#### **Bulk Excavation**

- (a) Replace 0,5 km with 1 km.
- (b) Extra-over for

Delete pay items (3) and (4).

PSD 8.3.3

#### **Restricted Excavation**

(a)

Add the following to this pay item

- (i) In the case of structures, excavation will be scheduled to different depths as follows:

- (a) 0 m up to 2 m unit: cubic metre (m<sup>3</sup>)
  - (b) Exceeding 2 m up to 4 m unit: cubic metre (m<sup>3</sup>)
  - (c) Etc. in increments of 2 m
- depths unit: cubic metre (m<sup>3</sup>)

Contractor

Witness 1

Witness 2

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Witness 1

Witness 2

- (ii) Extra over item (i) above  
for additional excavation  
required by the Engineer  
after the excavation has  
been completed unit: cubic metre (m<sup>3</sup>)

The limits for the successive depth ranges shall be measured down from the average surface to the agreed founding level.

The unit of measurement shall be the cubic metre of material measured in the original position before excavation. The quantity of excavation for each depth range shall be calculated from the nett outlines of the excavation limits shown on the Drawings and the depth of excavation completed within each range.

Irrespective of the total depth of the excavation, the quantity of material within each depth range shall be measured and paid for separately.

Where no excavation limits are shown on the Drawings and formwork has to be provided to the sides of concrete members, an additional quantity of excavation shall be measured to 0,5 m outside the concrete perimeter in order to provide a working space.

Where foundation fill is constructed in an excavation, the quantity of excavated material measured for payment shall be the material excavated between the average ground surface, and the founding level, from the prism with vertical sides or as specified or directed by the Engineer.

In no case shall any of the following volumes of excavation be included in the measurement for payment:

- (i) The volume of excavation in excess of the abovementioned limits.
- (ii) The volume included within the excavated road prism, contiguous channels, ditches, etc. for which payment is provided elsewhere in the Specifications.
- (iii) The volume of water or other liquid (except the volume of mud, muck or similar semi-solid matter, which has not resulted from the construction operations and which cannot

Contractor

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be pumped or drained away).

The tendered rate shall cover all the costs as stated in SANS 1200D 8.3.3 including any additional excavation the Contractor may require for additional work space outside the authorized limits.

If after a foundation excavation has been completed, cleaned and trimmed ready for blinding, the Engineer orders further excavations on account of changed dimensions and/or founding conditions, an extra-over payment (item PSD 8.3.3) for the additional excavation shall be payable in full compensation for any additional costs to the Contractor over and above the normal excavation costs.

**PSD 8.3.5                    Extra excavation in all materials to provide working space around structures**

Delete this Sub-Clause and refer to Sub-Clause PSD 5.2.2.6.

**PSD 8.3.10                Grassing or other vegetation cover**

Delete this Clause and refer to Section PSVA.

**ADD THE FOLLOWING PAY ITEMS:**

**PSD 8.3.14                Dewatering of foundation excavations                    .....lump sum**

Dewatering will be paid for as a lump sum for each structure or series of structures scheduled separately in the Schedule of Quantities. The lump sum shall be paid on a pro rata basis as the work progresses.

The tendered lump sum shall include full compensation for all work and operations required for keeping the excavations dewatered and dry and for the removal of silt and mud from the exposed concrete surfaces, all as specified in Sub-Clause PSD 5.2.6 of this section.

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

## **SANS 1200 DB: EARTHWORKS (Pipe Trenches)**

### **PSDB 3.1 Classes of Excavation**

Notwithstanding the provisions of this Sub-clause the materials excavated, other than hard rock, will not be classified for purposes of measurement and payment.

### **PSDB 5.1.4 Dealing with Existing Services**

The drawings show the position of existing services, where applicable, based on the best information available. Although these are presented in good faith, their accuracy cannot be guaranteed. The Contractor shall verify the position of all services including cables, overhead lines, watermains, sewers, stormwater lines and other obstacles or existing works that may occur on the site of the Works.

Before excavation commences, the Contractor shall determine the position and expose all existing services, which may be encountered during construction, by means of hand excavations.

### **PSDB 5.2 Minimum Base Width Specified**

Only in the case of pipes smaller than 40 mm diameter, and laid at a depth not exceeding 1.5 m, will the total base width be taken as 450 mm. For all other pipes the side allowance will comply with the requirements of SANS 1200 DB clause 8.2.3.

### **PSDB 5.5 Trench Bottom**

Unsuitable material shall only be excavated once the Engineer has given a written instruction to this effect. Backfilling material for over excavation shall comply with the requirements of SANS 1200 LB and shall be compacted to 90% modified AASHTO.

### **PSDB 5.6.1 Backfilling**

Pipe joints shall be left open for 300 mm to either side until the pipeline has successfully been tested and approved by the Engineer.

### **PSDB 5.6.3 Disposal of surplus Excavation Material**

Disposal of surplus material shall take place at agreed sites within the freehaul distance from the source of such excavation.

### **PSDB 8.1.1 Measurement and Payment - Basic Principles**

The scheduled rates for excavation must include for timbering and

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

shoring, dewatering, trimming, backfilling, consolidation, removing surplus spoil, surface reinstatement of unpaved areas and all incidental work required.

The freehaul distance for this contract shall be regarded as all haulage within the boundaries of the site of works as well as a distance of 1 km outside the boundaries.

### **PSDB 8.3.2 Excavation**

Add the following:

No additional payment will in terms of PSDB 3.1 be made for "intermediate excavation". The cost of excavation of intermediate excavation shall be included in the rate of excavation in all materials.

### **SANS 1200 DM: EARTHWORKS (roads, subgrade)**

#### **PSDM 5.2.2.4 Temporary Stockpiling of Materials**

The Contractor shall programme the Works in such a way that double handling of material is minimised. No additional payment for temporary stockpiling or extra handling where materials must be stockpiled temporary, shall be made.

#### **PSDM 5.2.4.3 Topsoiling**

The final thickness of topsoil shall be at least 100 mm.

#### **PSDM 5.2.8.2 Overhaul**

For this Contract freehaul will be regarded as all haulage within the boundaries of the Site of Works as well as a distance of 1 km outside the boundaries.

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



## **SANS 1200 L: MEDIUM-PRESSURE PIPELINES**

### **PSL 2 INTERPRETATION**

#### **PSL 2.4 ABBREVIATIONS**

Add the following to this Sub-Clause:

FC - (Fibre reinforced cement)

HPDE - High-density polyethylene

### **PSL 3. MATERIALS**

#### **PSL 3.3 CI PIPES, FITTINGS AND SPECIALS**

Add the following to this Sub-Clause:

All cast iron pipes and fittings shall comply with the requirements of BS 2035 and unless otherwise specified, shall be of class D quality for straight pipes and of class CD quality for fittings. Materials used shall comply with the requirements of SANS 1034 grade 300 for "Grey Iron Castings".

#### **PSL 3.8.3 Flanges and accessories**

Add the following to this Sub-Clause:

The dimensions and drilling of standard flanges shall comply with the requirements of SANS 1123 table 16 for pipes and fittings with a diameter of 150 mm and smaller and in accordance with table 10 for diameters exceeding 150 mm. Flanges shall be machined flat, i.e. without a raised joint face. Puddle flanges shall have the same dimensions as standard flanges but shall be undrilled.

Faces of flanges which will be in contact with jointing gaskets shall receive a protective coating similar to the corrosion protection specified for the internal surface of the pipes and fittings of such thickness and consistency as will not impair the air/gas/water tightness of the joint.

The jointing gaskets shall comply with the requirements of BS 3063 and shall be cut to the full width of the flange and holed for bolts.

### **PSL 3.9 CORROSION PROTECTION**

#### **PSL 3.9.2.2 Steel pipes of nominal bore over 150 mm**

Grit blasting finish to comply with a SA3 finish. Protection as described in Sub-Clause 3.9.2.2(b)(2) shall apply.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

### PSL 3.9.5 Joints, Bolts, Nuts and Washers

Add the following to this Sub-Clause:

Bolts and nuts for standard flanges shall comply with the requirements of SANS 1123 for a working pressure as specified for the flanges in conjunction with which they are to be used.

The jointing gaskets shall comply with the requirements of BS 3063 and shall be cut to the full width of the flange and holed bolts.

All other bolts and nuts shall comply with the requirements of SANS 136 and shall be of grade 4,6 steel. Washers shall be provided at each nut and shall be of the same material (or coating where applicable) to match the bolt and nut.

Bolts shall project not less than 3 mm and not more than 10 mm from the heads of the nuts after tightening.

Bolts to be installed above ground level directly above and under water shall all be of stainless steel grade 304. Bolts for flexible couplings and flanges for underground installation shall be hot-dip galvanized in accordance with the requirements of SANS 763. All other bolts shall be hot-dip galvanized in accordance with the requirements of SANS 763 and afterwards painted with the pipework and fittings as specified in Clause 3.9.

Suitable plastic sleeves and/or washers shall be used for protection against corrosion by metallic action.

### PSL 3.10 VALVES

Delete this Clause and add the following:

- (a) **Gate Valves** shall be double flanged or socketed as scheduled with non-rising spindle and shall be fitted with gun metal seats, bronze spindles and gun metal nuts. The direction of closing, which shall be clockwise when viewed from above, must be clearly indicated on the handwheel of each valve. Gate valves shall be of standard waterworks pattern complying with the requirements of SANS 664 for working pressures as specified for each application.
- (b) **Reflux Valves** shall, except where otherwise specified, be double flanged single door swing type and shall be fitted with gun metal seats and bronze hinge and clack pins. In the case of reflux valves to be

Contractor

Witness 1

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Employer

Witness 1

Witness 2

mounted horizontally, the design shall be such that the gate rests against the seat in the absence of flow or of differential pressure, without the aid of springs or external counterweights. Reflux valves shall comply with the requirements of SANS 144 for working pressures as specified for each application.

(c) **Resilient Seal Gate Valves** shall be double flanged with non-rising spindle and shall conform to the requirements of SANS 664 for working pressures as specified for each application. Spindles shall be in stainless steel with bronze nuts. The direction of closing, which shall be clockwise when viewed from above, must be clearly indicated on the handwheel of each valve.

(d) **General** Before leaving the factory valve bodies shall be treated as follows:

Internally: manufacturer's standard corrosion protection treatment

Externally: in accordance with sub-Clause 3.9.1

For treatment of mating faces of flanges see Sub-Clause PSL 3.8.3.

#### **PSL 3.11.5.1 Manhole Covers and Frames**

Respective types of manhole covers and frames for the various applications shall be in accordance with the Schedule of Quantities or as shown on the drawings.

#### **PSL 5.1.4.1 Depths and Cover**

The pipeline shall be laid with a minimum cover of 1000 mm at all road crossings and 800 mm where the pipeline is laid in the pavement.

#### **PSL 7.3.1.2 Test Pressure**

The test pressure shall be 1,5 times the maximum allowable working pressure for the class of pipe being tested.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**PSL 8. MEASUREMENT AND PAYMENT**

**PSL 8.2.5 Supply and place pipes, valves and specials**

Replace this Pay Item with the following Pay Item:

Supply, testing and installation of pipework, fittings and specials as detailed in the Pipe Schedule of the Schedule of Quantities ...

Unit: Lump sum.

The tendered lump sum shall include full compensation for the supply of all material, bolts and nuts, manufacture of the pipes, fittings and specials and shall further include for delivery, installation, jointing, testing, holding in position during concrete encasing, blanking off ends to prevent ingress of foreign matter, cleaning out pipes, fittings and specials before connecting up and the full corrosion protection of pipes, fittings and specials as specified.

Where pipes, valves and specials are laid in trenches the tendered lump sum shall also include for the bedding of the pipes, valves and specials.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## **SANS 1200 LB: BEDDING (PIPES)**

### **PSLB 3.3 Bedding**

Class of bedding for pipes shall be as indicated on the drawings.

### **PSLB 3.11 Selected Granular Material**

Suitable granular bedding material shall be selected from the trench excavations. Only if suitable material is not available, imported material shall be obtained upon a written instruction from the Engineer.

### **PSLB 5.4 Concrete Casing to Pipes**

Pipes which are to be encased in concrete, shall be encased in grade 10/20 concrete to the dimensions as shown on the drawings or as instructed by the Engineer.

### **PSLB 5.5 Draining of Trenches**

Where ground water is present to such an extent that, in the opinion of the Engineer, it would hamper the placing and consolidation of the fine granular bedding or the placing of the concrete bedding in the bottom of the trench, as the case may be, or would cause buoyancy of the pipes, the Engineer may order the provision of a drain in the bottom of the trench to assist in dewatering during construction and until the trench has been backfilled to such an extent as to prevent buoyancy of the pipes.

At certain points along the trench, depending upon the amount of water to be handled, sumps shall be formed from which the water may be pumped to prevent a build-up of water in the trench to a level above that of the top of the layer of stone forming the underdrain.

The stone in the underdrain shall consist of nominal 40 mm crushed stone complying with the grading as specified for 'Stone for Concrete' in Table 5 of SANS 1083 (as amended 1979), and shall be well compacted to provide a uniform support for the pipe bedding to be placed on top of it.

Before placing the concrete bedding the underdrain shall be covered with building paper to prevent ingress of mortar into the interstices of the underdrain.

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

**PSLB 8.1.5 Disposal of Displaced Material**

Disposal of surplus material shall take place at agreed sites within the freehaul distance from the source of such excavation.

**PSLB 8.1.6 Freehaul**

For this contract the freehaul shall be regarded as all haulage within the boundaries of the site of works as well as a distance of 1 km outside the boundaries.

**PSLB 8.1.7 Underdrains for trenches**

Underdrains for trenches shall be measured in lineal metres, irrespective of depth and the tendered rate for each type shall also include the following:

- (a) Excavation for underdrain below normal trench depth and removal of surplus material.
- (b) Supply, placing and compaction of stone layer.
- (c) Supply and lay, where applicable, of clay drain pipe inside stone layer.

A separate item has been provided for the concrete bedding.

**PSLB 8.2 Refer to PSLB 8.1.6 for freehaul distance.**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## **SANS 1200 LC: CABLE DUCTS**

### **PSLC 8.2.2 Excavation**

The freehaul distance for the disposal of rock shall be 1.0 km.

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

## **SANS 1200 LD: SEWERS**

### **PSLD 5 CONSTRUCTION**

#### **PSLD 5.2 LAYING AND BEDDING**

##### **PSLD 5.2.8 Reinforced Concrete Pipes:**

Where concrete pipes are laid between structures, manholes or junction boxes, laying of pipes shall commence at the manhole or junction box at the lower end of the pipeline with full length pipes with the last pipe cut to form a closure piece for building into the structure, manhole or junction box at the upper end of the pipeline. Only the last pipe at the upper end of the pipeline shall be cut to avoid problems with jointing.

##### **PSLD 5.2.10 Cut Pipes:**

In the case of concrete pipes, after the cut end has been finished off it shall be painted with two coats of bituminous paint to provide protection to the exposed ends of the reinforcing steel in the pipe.

### **PSLD 8 MEASUREMENT AND PAYMENT**

Add the following pay items:

#### **PSLD 8.3 Building pipes into concrete work**

(a) Pipes supplied and installed by the Contractor (irrespective of type)

- (i) (state diameter of pipe)                      unit:number (No)
- (ii) (etc. for other diameters)                      unit:number (No)

(b) Pipes supplied and installed by the Plant Supplier (irrespective of type)

- (i) (state diameter of pipe)                      unit:number (No)
- (ii) (etc. for other diameters)                      unit:number (No)

The unit of measurement shall be the number of pipes built into the concrete work as shown on the drawing.

The tendered rate shall include full compensation for supplying all materials (wet to dry epoxy in the case of casting new concrete against the faces of old concrete) concreting in the pipes, cutting and placing formwork to fit around pipes and neatly finishing to conform to a smooth

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



surface finish.

In the case of the Contractor building in his own pipes the rate shall also include for holding the pipe in position and aligning the pipes to the correct levels as indicated on the drawing or as ordered by the Engineer.

**PSLD 8.4 Supplying and building high density polyethylene (HDPE) pipes as specified in SANS 1200 LF into concrete work (for cable sleeves or pipe sleeves)**

(a) (state diameter and class) unit:metre (m)

(b) (etc. for other diameters) unit:metre (m)

The unit of measurement shall be the linear metre of pipe installed.

The tendered rate shall include full compensation for supplying, fixing, holding in of pipes.

The rate shall further include for draw wires position during concreting in stainless steel and for cutting ends to the required levels for installation of cables by the Electrical Contractor or after installing pipework through the ducting. The ends shall be closed to prevent ingress of rubbish and water.

**PSLD 8.5 Extra over item LD 8.2.1 for cutting and trimming ends of concrete pipes to form closure pieces in the pipeline (measured per cut end)**

(a) For type or class of pipe, state diameter unit:number (No)

(b) etc. for different class or types of pipes, state diameters  
unit:number (No)

The unit of measurement shall be the number of cut ends in the pipeline. The tendered rate shall include full compensation for the cutting of the pipe, including trimming of cut ends, pipe wastage and supplying and applying two coats of bituminous paint to cut ends to protect the reinforcing steel against corrosion.

**PSLD 8.6 Extra over LD 8.2.1 for supplying and laying of FC pipes for cutting**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**pipes to provide short lengths of pipe to form flexible connections in the pipeline  
(measured per cut end)**

(a) (for type or class of pipe, state diameter) unit:number (No)

(b) (etc. for different class or types of pipes state diameter)  
unit:number (No)

The unit of measurement shall be the number of cut ends in the pipeline.

The tendered rate shall include full compensation for cutting wastage and trimming the end of the pipe to suit the standard flexible coupling.

**PSLD 8.7 Supplying and building pipes into concrete work as shown on the drawing (state drawing number) for draught tubes**

(a) (state diameter class, type of pipe) unit:number (No)

(b) etc. for other pipe (diameter sizes and classes) unit:number (No)

The unit of measurement shall be the number of pipes built into concrete work.

The tendered rate shall include full compensation for supply of all materials building into concrete work and holding in position during building in all as shown on the drawing.

**SANS 1200LE: STORMWATER DRAINAGE**

**PSLE 1 SCOPE**

**PSLE 1.1 Add the following:**

This specification covers all the work in connection with the construction of subsurface drains and drainage blankets at the locations and to the size, shapes, grades and dimensions as shown on the Drawings or as directed by the Engineer.

**PSLE 3 MATERIAL**

**PSLE 3.5 GEOFABRIC BLANKET**

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

Delete this Sub-Clause and refer to Sub-Clause PSLE 3.7(c).

Add the following Sub-Clauses:

**PSLE 3.6 Pipes**

Pipes for subsurface drains shall be of the following type as specified:

Perforated or slotted unplasticized PVC pipes which comply with the requirements of SABS 791.

The size of perforations in perforated pipes shall in all cases be 8 mm in diameter +/- 1.5 mm, and the number of perforations per metre shall not be fewer than 26 for 100 mm pipes and 52 for 150 mm pipes. Perforations shall be spaced in two rows for 100 mm pipes and in four rows for 150 mm pipes.

Slotted pipes shall have a slot width of 8 mm with a tolerance of 1.5 mm in width. The arrangement of slots shall be subject to the Engineer's approval, but the total slot area shall not be less than that specified for perforations.

Pipes without slots or perforations required for transporting subsoil water from the subsoil drain proper to the point of discharge shall be unperforated PVC pipes of the types specified above, or concrete pipes, which comply with the requirements of SABS 677 Class A.

**PSLE 3.7 Permeable Material**

Sand, crushed stone and geotextiles used as permeable filter materials for subsurface drains and drainage blankets shall conform to the following requirements.

(a) Sand

Sand shall be clean, hard sand obtained from approved sources. The grading of the sand shall be subject to the Engineer's approval. The requirements in respect of each type and the comparative prices of sand from the available sources will determine which source is to be used. The Contractor shall submit samples and prices from available sources when so instructed by the Engineer.

(b) Crushed stone

Crushed stone shall be clean, hard, durable crushed stone from

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

approved sources. The aggregate crushing value of the stone shall not exceed 30 when tested in accordance with method B1 of TMH1.

(i) Crushed stone for graded filters

Crushed stone for graded filters shall conform to the grading requirements set out below:

Grade	Sieve size (mm)	Percentage passing by mass
Fine grade	26,5	100
	13,2	60 - 85
	3,35	15 min
	1,18	15 max
Coarse grade	26,5	100
	13,2	60 - 85
	6,70	15 min
	2,36	15 max

The aggregate shall be evenly graded between the coarse and fine fractions with no undue discontinuities. The Engineer shall indicate the grade of stone required.

(ii) Crushed stone for filters which incorporate geotextiles

Crushed stone for filters which incorporate geotextiles shall be nominally sized stone which conforms to the grading requirements of SABS 1083, or crushed stone which complies with the grading requirements for graded filters. The Engineer shall indicate the type of stone to be used in each particular case.

(c) Geotextiles

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Geotextiles shall be a non-woven, spun or thermic-bonded continuous filament fabric consisting of at least 85% by mass of poly- propylene, polyester or other approved material and manufactured for civil-engineering applications by a recognized manufacturer. The brand and type of geotextile to be used shall be as specified in the Project Specifications or on the Drawings or as directed by the Engineer.

**PSLE 3.8 POLYETHYLENE SHEETING**

Polyethylene sheeting shall be black in colour with a minimum thickness of 0.15 mm and manufactured by a recognized manufacturer.

**PSLE 5 CONSTRUCTION**

**PSLE 5.2.4 Pipes with Open Joints Laid with Geofabric Blanket Wrapping**

Delete this Sub-Clause and refer to Sub-Clause PSLE 3.6.

Add the following Sub-Clauses:

**PSLE 5.8 Graded Filter Drains**

After the completion of the excavations, the bottom portion of the trench shall be lined with polyethylene sheeting as shown on the Drawings. The top edges of the vertical portions of the sheeting shall be tacked to the sides of the excavation with nails or by any other suitable approved means. The sheeting shall be heat-welded at the laps. Sheeting damaged during installation or construction shall be replaced at the Contractor's cost.

A layer of permeable material of the class and thickness as shown on the Drawings shall be placed on the polyethylene sheeting on the bottom of the trench and shall be lightly tamped and finished to the required gradient to serve as a bedding for the pipes.

Pipes of the type and size required shall then be firmly bedded in the permeable material, true to level and grade, and shall be coupled where required. Where spigot-and-socket pipes are used, the socket ends shall be laid upgrade with the spigot fully entered into the adjacent socket. Where plain butt-ended pipes are used, they shall be laid firmly together to prevent the infiltration of backfill material. Perforated and slotted pipes shall be joined by couplers. Perforated pipes shall be laid with the perforations at the top unless otherwise shown on the Drawings or instructed by the Engineer, in writing. The higher end of a subsurface drain pipe shall be sealed off with a loose concrete cap, and at the lower end the pipe shall be built into a concrete headwall to provide a positive

Contractor

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outlet, or it shall be connected to stormwater pipes or culverts, all as shown on the Drawings or as directed by the Engineer.

Successive layers of permeable material, shall be placed after the pipes have been laid. Permeable material shall be placed in layers not exceeding 300 mm at a time, and shall be lightly compacted. The total thickness of each type of permeable material shall be carefully controlled by means of spacers. When successive layers are placed, the lower layer shall not be walked on and shall, as far as is possible, not be disturbed. Care shall be taken to prevent the contamination of permeable material during construction of the subsurface drains, and all permeable material contaminated by the soil or silt shall be removed and replaced by the Contractor at his expense. Care shall also be taken at all stages not to perforate or otherwise damage the polyethylene lining.

The remainder of the trench shall be immediately backfilled with approved impermeable material preferably obtained from the excavations, in layers not exceeding 100 mm and compacted to 90% of modified AASHTO density, unless otherwise ordered by the Engineer. The trench must be specially protected against the ingress of water, soil and silt until the backfilling with impermeable material has been completed.

Permeable material in subsoil drains shall not be taken to the surface but shall be discontinued at such heights as will be determined by the Engineer.

Any section of a subsurface drain constructed from pipes without perforations or slots shall be backfilled with impermeable backfill material as described above.

## **PSLE 5.9 FILTER DRAINS WHICH INCORPORATE GEOTEXTILES**

After the completion of the excavations, the bottom portion of the trench shall be lined with geotextile sheeting as shown on the Drawings. The top edges of the vertical portions of the geotextile sheeting shall be tacked to the sides of the excavation with nails or by another suitable approved means. An overlap of at least 200 mm shall be provided at each joint. Geotextile sheeting damaged during the installation or construction shall be replaced at the Contractor's cost.

The specifications set out in PSLE 5.8 above for the construction of the pipe bedding, the pipe laying, and the placing of the crushed stone filter materials for graded filter drains shall apply mutatis mutandis to filter drains which incorporate geotextiles.

Contractor

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After the pipes have been laid and the specified layer of crushed stone filter material has been completed, the protruding vertical sections of the geotextile sheeting shall be folded back across the filter material so that the filter material will be completely enwrapped in the geotextile sheeting. An overlap of at least 200 mm shall be provided between the portions folded back.

The specifications set out in Sub-Clause PSLE 5.8 above shall apply mutatis mutandis to the placing of the remaining layers of permeable material and the top layer of impermeable material, all as shown on the Drawings or ordered by the Engineer.

#### **PSLE 5.10 Drainage Blankets**

Drainage blankets shall be constructed in accordance with the details shown on the Drawings. Firstly geotextile sheeting shall be laid on top of the layer on which the drainage blanket is constructed. Then permeable material of the type specified shall be spread on the geotextile sheeting to the specified depth. The Contractor shall take care not to damage the geotextiles. The permeable material shall be lightly compacted and finished to the required level. To complete the drainage blanket, geotextile sheeting shall be laid on the layer of permeable material.

The layers on top of the drainage blanket shall be constructed in such a manner that the permeable material or the geotextile sheeting will not be displaced or damaged. Normally material which is to be compacted on top of the drainage blanket shall be watered and mixed before it is placed on the blanket. It shall then only be necessary to level and compact the material on the blanket.

#### **PSLE 8 MEASUREMENT AND PAYMENT**

Add the following pay items

##### **PSLE 8.2.14 Crushed Stone**

- (a) Graded crushed stone (specify grade) unit:cubic metre  
(m)
- (b) Single-sized crushed stone (specify nominal aggregate size) unit:cubic  
metre (m)

The unit of measurement for graded or single sized crushed stone shall

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be the cubic metre of crushed stone in place, calculated according to the authorized dimensions.

The tendered rate shall include full compensation for the construction of the crushed stone layers as specified.

No overhaul shall be paid on crushed stone for subsurface drains and drainage blankets.

For payment purposes a distinction shall be made between the different grades and sizes of crushed stone.

**PSLE 8.2.15 Procuring of Filter Sand**

unit:provisional sum

The provisional sum allowed to cover the cost of authorized expenditure incurred in procuring, transporting and furnishing approved filter sand including the cost of transporting the material to the Site, shall be expended in accordance with the provisions of Clause 60 of the General Conditions of Contract

**PSLE 8.2.16 Placing of Filter Sand**

unit:cubic metre

(m)

The unit of measurement shall be the cubic metre of filter sand measured in place and calculated from the authorized dimensions

The tendered rate shall include full compensation for the construction of the filter sand layers as specified.

**PSLE 8.2.17 Geotextiles (specify type, grade,brand, etc)**

unit:square

metre (m<sup>2</sup>)

The unit of measurement shall be the square metre of geotextiles installed,calculated from the authorized dimensions, including the specified overlap on the top surface of filter drains but not at the joints.

The tendered rate shall include full compensation for the construction of the geotextiles,as specified

**PSLE 8.2.18 Pipes in Subsurface Drains**

(a) (Type of pipe indicated) complete with couplings:

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(i) (diameter and whether perforated or not, indicated) unit:metre  
(m)

(ii) etc. for other diameters

(b) (Type of fitting indicated)

(i) (diameter indicated) unit:number (No)

(ii) etc. for other diameters  
unit:number (No)

(c) Etc. for other types of pipes

(d) Etc. for other types of fittings

The unit of measurement for pipes shall be the metre of pipe, measured in place along its centre line, including the length of fittings.

The unit of measurement for fittings shall be the number of fittings, irrespective of the type

The tendered rate shall include full compensation for the construction of the pipes and fittings as specified.

**PSLE 8.2.19 Polyethylene Sheeting (state thickness or an equivalent approved material, for lining subsurface drains**

unit:square metre (m<sup>2</sup>)

The unit of measurement shall be the square metre of polyethylene

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sheeting installed, measured net from the specified dimensions

The tendered rate shall include full compensation for the construction of the sheeting as specified.

**PSLE 8.2.10 Concrete Outlet Structures for Subsurface Drains, Including Formwork (specify class of concrete)**

unit:cubic metre (m)

The unit of measurement shall be the cubic metre of the specified class of concrete provided for outlet structures for subsurface drains

The tendered rate shall include full compensation for the construction of the outlet structures as specified, including formwork, excavation and backfilling.

**PSLE 8.2.21 Concrete caps for subsurface drain pipes**

unit:number (No)

The unit of measurement shall be the number of caps supplied, and the tendered rate shall include full compensation for supplying and installing the caps as specified.

**NOTE:** For items PSLE 8.2.14 to PSLE 8.2.18 excavations for subsurface drains shall be measured in accordance with SABS 1200D or SABS 1200DB where applicable.

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## **SANS 1200M: ROADS (General)**

### **PSM 7                      TESTING**

The costs of all prescribed testing must be included in the unit rate of the particular item to be tested.

#### **PSM 7.3.1    Routine Inspection and Testing**

If the routine inspection and tests carried out by the Engineer shows that the quality of materials do not comply with the requirements, the costs of such tests and any following tests to ensure that the requirement of the specifications are met, shall be borne by the Contractor.

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*Employer*

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*Witness 1*

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*Witness 2*

## **SANS 1200ME: SUBBASE**

### **PSME 3.2 Physical Properties**

Drawing ME-1 (c) shall apply for this Contract.

#### **PSME 3.2.2 Gravel wearing course material**

Material for the gravel wearing course shall be obtained from a mine dump within the freehaul area. The material shall be screened and shall be modified with in situ sandy material to comply with the following grading:

<b>Nominal Opening of Sieve (mm)</b>	<b>Percentage Passing by Mass</b>
37.5	85 - 100
19.0	60 - 100
4.75	30 - 65
1.18	16 - 43
0.03	9 - 27
0.075	5 - 15

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Employer

Witness 1

Witness 2

## EMALAHLENI LOCAL MUNICIPALITY



**Contract No. 04/2021**

### CONSTRUCTION WORK AT LEEUWPOORT LANDFILL SITE

<b>C4: SITE INFORMATION</b>
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The site is situated  $\pm 8,4$ km from the Emalahleni CBD, and  $\pm 2,5$ km North West of the Emalahleni airfield which falls within the Emalahleni Local Municipality area of jurisdiction.

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## EMALAHLENI LOCAL MUNICIPALITY



**Contract No. 04/2021**

### CONSTRUCTION WORK AT LEEUWPOORT LANDFILL SITE

<b>C5: RELEVANT DOCUMENTATION</b>
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The following documents are attached hereto and form part of the Contract:

- (iii) Emalahleni Local Municipality Supply Chain Management Policy;
- (iv) Emalahleni Local Municipality Health and Safety Specification.

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*Contractor*

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*Witness 1*

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*Witness 2*

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*Employer*

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*Witness 1*

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*Witness 2*

## **SAFETY INSTRUCTIONS**

### **1. RESPONSIBILITY**

The Contractor will be responsible for ensuring that each and every one of his employees, agents, subcontractors, suppliers or any other person having authorised access to the site of the Works is acquainted with these rules.

### **2. OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 AND CONSTRUCTION REGULATIONS, 2003**

All work shall be carried out in accordance with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the relevant Regulations made thereunder, with specific reference to the Construction Regulations of 2003.

### **3. GUARDS**

Guards (e.g. machine guards, fencing, safety rails, chains etc.) shall not be removed without:

- a) written permission of the Responsible Person for the Works (Plant); and
- b) strict and correct isolation procedure being adopted.

All machinery and plant brought onto the Works by the Contractor shall be fully and properly guarded in accordance with the requirements of the Occupational Health and Safety Act, 1993 and the relevant Regulations made thereunder.

### **4. OVERHEAD ELECTRIC CONDUCTORS**

Work shall not be carried out in the vicinity of overhead electric conductors without the permission of the Responsible Person for the Works in writing and prior approval and compliance with the requirements of the City Electricity Department, Eskom or any other operator or owner of the system.

### **5. OVERHEAD WORK**

Work shall not be started until effective precautions have been taken to ensure the safety of persons below.

### **6. OVERHEAD CRANES / DRIVE TRACKS / CHAIN DRIVES**

No work on or near overhead cranes or tracks or equipment drive tracks or chain suspension or chain drives or the like shall be started without:

- a) written authority of the Responsible Person for the Works (Plant); and

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- b) strict and correct isolation procedure being adopted.

All such work shall be in strict accordance with the regulations of the Occupational Health and Safety Act, 1993, and rules and requirements laid down by the Responsible Person for the Works (Plant).

## **7. SERVICES**

Contractors shall not couple up to or connect into or disconnect from any communication, water, sewerage, electrical, town gas, steam, compressed air, methane, or other services without prior permission of the Responsible Person for the Works and permission, supervision, inspection or control of the owner or Supply Authority. The rules and requirements of such owner or Supply Authority are to be strictly applied at all times.

Nor shall contractors cause any spillage of diesel, oil, petrol or other volatile, corrosive or toxic agents in any drainage or sewer system or contaminate services in any way whatsoever. Should such spillage occur accidentally, the responsible person must be notified and proper precautionary and remedial steps be taken immediately to the complete satisfaction of the Engineer.

## **8. ELECTRICAL WORK**

All electrical work and work involving the use of electrical tools and equipment shall be carried out in accordance with:

- a) the requisite By-laws;
- b) the Electricity Department Regulations;
- c) the Occupational Health and Safety Act, 1993 and the relevant Regulations made thereunder;
- d) the requirements of the Responsible Person for the Works; and
- e) any other requirements of the project specification.

## **9. EQUIPMENT AND TACKLE**

Contractors who bring cranes, lifting machines, lifting gear, equipment or tackle onto the Employer's premises or property will be required to satisfy the Responsible Person for the Works (Plant) that the necessary Statutory requirements have been complied with.

## **10. COMPRESSED GAS CYLINDERS**

Contractors shall:

- a) make adequate arrangements for the safe custody of cylinders in their possession, whether owned or hired or used under any other arrangement;
- b) not store cylinders in cabins;
- c) take note of the precautions specified by the producer of the stored gas;

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and

d) comply with the requirements of the Responsible Person for the Works (Plant) for safe usage, handling, storage and transportation on the Works.

## **11. WORK WITHIN OR IN VICINITY OF TANKS, PUMP STATIONS, SUMPS, MANHOLES, MAINS, MECHANICAL PLANT AND EQUIPMENT**

During work within or connected with, or in the vicinity of operating plant, equipment, chambers, rooms, sumps, manholes, outfall sewers and structures, reticulation mains, whether in use or not, the procedures of the Occupational Health and Safety Act, 1993, and its Regulations and the Rules and Safety Precautions of the Responsible Person for the Works shall be strictly observed and carried out at all times.

## **12. DANGEROUS FUMES**

Work shall not be carried out in any tank, vessel, chamber, sump, manhole or other enclosed or partially enclosed space or area in which dangerous fumes are liable to be present without prior authority of the Responsible Person for the Works. The requirements of the Occupational Health and Safety Act, 1993, and the requirements and safety precautions stipulated by the Responsible Person appointed by the Employer shall be complied with at all times.

## **13. FIRE / CONFLAGRATION PREVENTION**

Smoking is forbidden in certain areas by notices or special directions. However, due to the proliferation of reticulation manholes it is impractical to erect such notices at all places. Contractors are therefore warned that:

**NO NAKED LIGHTS, SMOKING OR UNPROTECTED ELECTRICAL APPARATUS WHICH MAY CAUSE SPARKS, WILL BE PERMITTED IN ANY MANHOLE OR IN THEIR VICINITY.**

This applies to all work directly associated with 'live' sewer manholes. However, Contractors should also take adequate precautions on work associated with abandoned or disused sewers, chambers etc.

## **14. EXCAVATIONS**

Before work is started the Contractor shall consult the Engineer and where necessary the Works Manager and where Statutory Undertakers services, plant or equipment is affected, the owners of such services plant or equipment, who will authorise the work and advise of the existence of recorded and perhaps unrecorded services, such as communication cables, electricity cables, gas, water and sewerage mains etc., likely to be affected. Excavations shall be fenced, barricaded or otherwise protected and where considered necessary shall be demarcated by warning lamps during hours of darkness. The Contractor's

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attention is drawn to Section 16 of the Occupational Health and Safety Act, 1993.

## **15. REINFORCEMENT**

Access to reinforcement of small diameter which is cast in and could cause impalement of a person falling up against or onto such bars is to be restricted. Where access ways cannot be horizontally displaced above such reinforcement, then the ends of such bars should be bent over to radius out of the contact plane.

## **16. REPORTING OF ACCIDENTS**

Attention is drawn to Section 1 of the Occupational Health and Safety Act, 1993, regarding the duty of the Contractor to report "reportable accidents" happening to his employees.

The Contractor will also be required to notify the Engineer, immediately such accident is made known to him.

## **17. TUNNELLING AND USE OF EXPLOSIVES**

For any work involving tunnelling methods and/or the use of explosives the Contractor's attention is drawn to the Regulations governing such activities in terms of the Mines and Works Act No. 27 (1956) as amended, and the Explosives Act No. 26 (1956) as amended, the project specification of the contract, and where such work is carried out in, on, under or in the vicinity of Works, any requirements of the Responsible Person for such Works.

## **18. PROTECTIVE CLOTHING AND SAFETY EQUIPMENT**

Where a Contractor is employed on a Works on which a condition of employment exists as to the wearing of certain items of protective clothing or the use of safety equipment, then the Contractor will be bound by the same conditions.

In any event the Contractor's attention is drawn to the regulations pertaining to the Occupational Health and Safety Act, 1993.

## **19. ACCESS/WORK AREAS**

Contractor's employees are forbidden to go beyond their working areas, except when it may be necessary in connection with their work. In these cases, recognised access approved by the Works Manager, shall be used.

## **20. MECHANICALLY PROPELLED VEHICLES**

Shall be in a good state of repair and where applicable road worthy. Vehicles may at any time be subject to inspection and if found to be defective or dangerous must not be used again until such faults are rectified and the equipment put back into proper working order. Vehicles shall not be loaded in such a manner or to such an extent as to interfere with the safe driving or operation of the vehicles.

All vehicles will be clearly marked with the identification of ownership and in the case of unlicensed vehicles, must also bear a fleet number in large numbers/letters on the doors and rear of the vehicle.

Trafficking of roadways, pathways, access tracks etc. will not be permitted by tracklaying vehicles without suitable protection for the surfaces being provided by the Contractor or Operator.

Diesel, oil, petrol and other volatile/corrosive spills on roads/footpaths shall be immediately cleared, cleaned and where necessary the resultant damage repaired by the Contractor upon the request of the Works Manager or Resident Engineer.

## **21. DRIVERS AND OPERATORS**

All drivers will be in possession of a current driving licence suitable for the type of vehicle or plant which he is employed to drive or operate or for which he actually operates. The Contractor will also be responsible to ensure that his Sub-contractors, and Plant Hire Operators comply with these requirements.

Drivers may at any time be requested to produce their licence by the Works Manager or Resident Engineer or any other Authorised Official of the Employer.

All drivers will keep within the speed limits which apply within the Works.

## **22. REMOVAL OF MATERIAL AND CLEANING UP**

Apart from materials, equipment, spoil etc. that shall be removed by the Contractor before handing over the Works, the Contractor may be required at short notice to remove materials, equipment, spoil etc. emanating from his work to provide emergency access to mains, plant and equipment being operated by the Works Manager. This shall be done immediately upon receipt of such a request via the Engineer.

Should the operations of a Contractor cause the accidental spillage of oils, grease, corrosive, inflammable, abrasive or any other substance that could result in injury, impairment to persons or operating plant and equipment then such spillage shall be removed and surfaces made clean and safe and where necessary restored to their previous condition immediately upon such request being made by the Works Manager, Engineer or Responsible Person for the Works.

Contractors are responsible for clearing mud, debris or construction equipment

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deposited on roads or footpaths or access ways and shall clear same immediately upon the request of the Works Manager, Engineer or the Responsible Person for the Works.

YOUR CO-OPERATION IN MAINTAINING A SAFE AND HEALTHY SITE, AND INSTILLING SAFETY AWARENESS AMONGST YOUR SITE STAFF AND WORKFORCE WILL BE APPRECIATED BY ALL INVOLVED IN THIS PROJECT.

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Witness 2

Employer

Witness 1

Witness 2

# **THE NATIONAL TREASURY**

**Republic of South Africa**



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## **GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

July 2010

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## General Conditions of Contract

### 1. Definitions

1. The following terms shall be interpreted as indicated:
  - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 "Day" means calendar day.
  - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
  - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
  - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the



supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.

1.26 "Tort" means in breach of contract.

1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.

1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

## **2. Application**

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## **3. General**

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

## **4. Standards**

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

## **5. Use of contract documents and information inspection**

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall

extend only so far as may be necessary for purposes of such performance.

- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

## **6. Patent Rights**

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

## **7. Performance security**

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
  - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - (b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

**8. Inspections, tests and analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

**9. Packing**

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size

weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

**10. Delivery and documents**

- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.

**11. Insurance**

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

**12. Transportation**

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.

**13. Incidental Services**

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

**14. Spare parts**

- 14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
- (b) in the event of termination of production of the spare parts:
  - (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

**15. Warranty**

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

**16. Payment**

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated.

## **17. Prices**

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

## **18. Variation orders**

18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

## **19. Assignment**

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

## **20. Subcontracts**

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

## **21. Delays in the supplier's performance**

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.

21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22. Penalties**

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

## **23. Termination for default**

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

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- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 . Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction
  - (iii) the period of restriction; and
  - (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

- 23.7 . If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website



**24. Anti-dumping and countervailing duties and rights**

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

**25. Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination for insolvency**

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.

**27. Settlement of Disputes**

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

## **28. Limitation of Liability**

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **29. Governing language**

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

## **30. Applicable law**

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

## **31. Notices**

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

## **32. Taxes and duties**

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.
- 33. Transfer of contracts** 33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser
- 34. Amendment of contracts** 34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.
- 35. Prohibition of restrictive practices** 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.
- 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.