

# LEPELLE-NKUMPI LOCAL MUNICIPALITY



## BID DOCUMENT

BID NO: LNM002/2020/21

**APPOINTMENT OF CIVIL ENGINEERING CONSULTANT AND CONTRACTOR FOR THE  
UPGRADING OF INTERNAL STREET FROM GRAVEL TO TAR ZONE S WARD 16  
(TURN-KEY CONTRACT)**

**CLOSING DATE: 30/03/2021 at 11H00**

TECHNICAL ENQUIRIES	BIDDING RELATED ENQUIRIES
<b>TECHNICAL SERVICES (PMU):</b> <b>Mr Tebogo Phasha</b>  <b>LEPELLE-NKUMPI LOCAL MUNICIPALITY</b> P/BAG X 07 <b>CHUENESPOORT</b> 0745  Tel: (015) 633 4556/7 Fax: (015) 632 4594	<b>SUPPLY CHAIN MANAGEMENT</b> <b>Mr. Jeffrey Pitseng</b>  <b>LEPELLE-NKUMPI LOCAL MUNICIPALITY</b> P/BAG X 07 <b>CHUENESPOORT</b> 0745 = Tel: (015) 633 4531 Fax: (015) 633 6896

**NAME OF BIDDER (BIDDING ENTITY)** : \_\_\_\_\_  
**TEL NUMBER** : \_\_\_\_\_  
**FAX NUMBER** : \_\_\_\_\_  
**CENTRAL SUPPLIER DATABASE NO** : \_\_\_\_\_  
**BBBEE STATUS** : \_\_\_\_\_

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

**R..... (In figures) both consultants and contractor**

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Contractor

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

**LEPELLE-NKUMPI LOCAL MUNICIPALITY**



**CONTRACT NO. LNM002/2020/21**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## LEPELLE-NKUMPI LOCAL MUNICIPALITY



**CONTRACT NO. LNM002/2020/21**

### **APPOINTMENT OF CIVIL ENGINEERING CONSULTANT AND CONTRACTOR FOR THE UPGRADING OF INTERNAL STREET FROM GRAVEL TO TAR ZONE S WARD 16 (TURN-KEY CONTRACT)**

## **PART T1**

## **TENDERING PROCEDURES**

### **Objections and complaints**

Persons aggrieved by decisions or actions taken in the appointment of this tender or affected by the entire process of supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint against the decision or action to: The Municipal Manager, Private Bag X 07, Chuenespoort, 0745. To report any fraud; irregularities or corruption related incidents you may call our Anti Fraud Hotline number: 0800 20 50 53

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

# TENDERING PROCEDURES

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## PART T1.1

### Tender Notice and Invitation to Tender

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

# LEPELLE-NKUMPI LOCAL MUNICIPALITY



**MBD1**

## PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE LEPELLE NKUMPI MUNICIPALITY					
BID NUMBER:	LN002/2020/21	CLOSING DATE:	30 March 2021	CLOSING TIME:	11H00
DESCRIPTION	APPOINTMENT OF CIVIL ENGINEERING CONSULTANT AND CONTRACTOR FOR THE UPGRADING OF INTERNAL STREET FROM GRAVEL TO TAR ZONE S WARD 16 (TURN-KEY CONTRACT)				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7). BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX					

SITUATED AT (STREET ADDRESS

LEPELLE-NKUMPI MUNICIPALITY					
UNIT 170 BA, CIVIC CENTRE					
LEBOWAKGOMO					
0737					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

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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

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]
TOTAL NUMBER OF ITEMS OFFERED	.....	TOTAL BID PRICE	R.....
SIGNATURE OF BIDDER	.....	DATE	.....
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Lepelle Nkumpi Municipality	CONTACT PERSON	Mr.T Phasha
CONTACT PERSON	Pitseng Jeffrey	TELEPHONE NUMBER	015 633 4557
TELEPHONE NUMBER	015 633 4531	FACSIMILE NUMBER	(015) 633 6896
FACSIMILE NUMBER	(015) 633 6896	E-MAIL ADDRESS	Malekate.phasha@lepelle-nkumpi.gov.za
E-MAIL ADDRESS	<a href="mailto:Jeffrey.pitseng@lepelle-nkumpi.gov.za">Jeffrey.pitseng@lepelle-nkumpi.gov.za</a>		

**MBD1**

## **PART B TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b> 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
<b>2. TAX COMPLIANCE REQUIREMENTS</b>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

### 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## LEPELLE-NKUMPI LOCAL MUNICIPALITY



### REQUESTS FOR PROPOSALS FOR APPOINTMENT OF CIVIL ENGINEERING CONSULTANT AND CONTRACTOR FOR THE UPGRADING OF INTERNAL STREET FROM GRAVEL TO TAR ZONE S WARD 16 (TURN-KEY CONTRACT)

#### SUMMARY FOR BID OPENING PURPOSES

NAME OF BIDDING ENTITY: .....

PHYSICAL STREET ADDRESS:	POSTAL ADDRESS:

TELEPHONE NUMBER.....:

FAX NUMBER : .....

E-mail ADDRESS .....

CONTRACT PRICE : R.....  
(Amount brought forward from the Form of Offer and Acceptance)\*

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

DATE: .....

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

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

# LEPELLE-NKUMPI LOCAL MUNICIPALITY



**CONTRACT NO. LNM002/2020/21**

## **REQUESTS FOR PROPOSALS FOR APPOINTMENT OF CIVIL ENGINEERING CONSULTANT AND CONTRACTOR FOR THE UPGRADING OF INTERNAL STREET FROM GRAVEL TO TAR ZONE S WARD 16 (TURN-KEY CONTRACT)**

### **INVITATION TO TENDER**

Tenders are hereby invited from professional consulting firms and Contractors with necessary experience and compliance documents, have an active **CIDB grading of 4 CE or higher** and are in good standing with the South African Revenue Services.

Tender documents will only be available from **22/02/2021** and can be downloaded and printed for free from eTenders portal and official closing time for submission bids is 11h00.

**A Compulsory Site meeting and Inspection will NOT be necessary for this tender request**, any bidder interested in visiting the site can make appointments to be taken to site where project's construction will be taking place.

All tenders and supporting documents shall be sealed in an envelope or package clearly marked "**Contract Number: LNM002/2020/21 – APPOINTMENT OF CIVIL ENGINEERING CONSULTANT AND CONTRACTOR FOR THE UPGRADING OF INTERNAL STREET FROM GRAVEL TO TAR ZONE S WARD 16 (TURN-KEY CONTRACT)**". Duly completed tenders shall be placed in the tender box situated at the main entrance of Lepelle-Nkumpi Municipality situated Civil Centre, Lebowakgomo Unit F, **not later than 11h00 on 26/03/2020**. No Fax or Late tenders will be accepted. The municipality shall adjudicate and award tenders in accordance with the Preferential Procurement Policy Framework Act 5/2000 and revised Preferential Procurement Regulation 2017 on Pre –qualification criteria for preferential procurement, 80/20 points system, where 80 points are for the price and 20 points for B-BBEE according to the said legislation and 100 points on Functionality.

The Tenderer must have a staff member who has completed, or, is registered for training towards, the NQF level 5 unit standard "Develop and Promote Labour Intensive Construction Strategies".

**All Technical enquiries are to be directed to Mr. Tebogo Phasha on 015 633 4557.**

**L.A Gafane  
MUNICIPAL MANAGER**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

# LEPELLE-NKUMPI LOCAL MUNICIPALITY



**CONTRACT NO. LNM002/2020/21**

**APPOINTMENT OF CIVIL ENGINEERING CONSULTANT AND CONTRACTOR FOR THE  
UPGRADING OF INTERNAL STREET FROM GRAVEL TO TAR ZONE S WARD 16  
(TURN-KEY CONTRACT)**

**PART T1.2**

**TENDER DATA**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

# LEPELLE-NKUMPI LOCAL MUNICIPALITY



CONTRACT NO. LNM002/2020/21

## APPOINTMENT OF CIVIL ENGINEERING CONSULTANT AND CONTRACTOR FOR THE UPGRADING OF INTERNAL STREET FROM GRAVEL TO TAR ZONE S WARD 16 (TURN-KEY CONTRACT)

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

The conditions of tender are the Standard Conditions of Tender as contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement (Jan 2009) as published in Government Gazette No: 31823, Board Notice 11 of 2008 of 30 February 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> Lepelle-Nkumpi Local Municipality P/BAG X07 <b>CHUENESPOORT</b> 0745
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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	<p><b>Part T2: Returnable Documents</b></p> <p>T2.1 List of Returnable documents</p> <p>T2.2 Returnable schedules</p> <p><b>THE CONTRACT</b></p> <p><b>Part C1: Agreements and Contract Data</b></p> <p>C1.1 Form of offer and acceptance</p> <p>C1.2 Contract Data</p> <p>C1.3 Performance guarantee</p> <p>C1.4 OHS</p> <p><b>Part C2: Pricing Data</b></p> <p>C2.1 Pricing Instructions</p> <p>C2.2 Bill of Quantities</p> <p><b>Part C3: Scope of Work</b></p> <p>C3 Scope of Work</p> <p><b>Part C4: Site Information</b></p> <p>C4 Site Information</p>
F1.3	<p><b>Interpretation</b></p> <p>The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these tender conditions.</p>
F.1.4	<p><b>The Employer is:</b></p>
	<p>Lepelle-Nkumpi Local Municipality</p> <p>P/BAG X07</p> <p><b>CHUENESPOORT</b></p> <p>0745</p>
F.1.5.1	<p><b>Reject or accept</b></p> <p>The Employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such a cancellation and rejection, but will give written reasons for such action upon written request to do so.</p>
F.2.1	<p><b>Eligibility</b></p> <p>Only those tenderers who satisfy the following criteria are eligible to submit tenders:</p>
F.2.1	<p>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 <b>4CE or higher</b> class construction work, are eligible to have their tenders evaluated.</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	<p>Joint Ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> <li>every member of the joint venture is registered with the CIDB;</li> <li>the e lead partner has a Contractor grading designation in the <b>4CE OR higher</b> class of construction work; and</li> <li>the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a <b>4CE or higher</b> 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> <p>Only tenderers who employ staff which satisfy EPWP requirements are eligible to submit tenders. The Tenderer must have a staff member who has completed, or, is registered for training towards, the NQF level 5 unit standard "Develop and Promote Labour Intensive Construction Strategies".</p>	
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>compulsory site meeting</b> are:</p>	
	<p><b>Date:</b> N/A</p> <p><b>Starting time:</b> N/A</p>	<p><b>Location:</b> N/A</p>
F.2.10	<p><b>Pricing the tender</b></p> <p>State the rates and prices in Rand.</p>	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.2.11	<p><b>Alterations to documents</b></p> <p>Do Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.</p>
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 align="center"><b>APPOINTMENT OF CIVIL ENGINEERING CONSULTANT AND CONTRACTOR FOR THE UPGRADING OF INTERNAL STREET FROM GRAVEL TO TAR ZONE S WARD 16 (TURN-KEY CONTRACT)</b></p> <p align="center"><b>(LEPELLE NKUMPI MUNICIPALITY)</b></p>
	<b>Closing date and time:</b> Closing date: <b>30/03/2021</b> Closing Time: <b>11H00</b>
	<b>Location of Tender box:</b> Lepelle-Nkumpi Local Municipality, Civic Centre, LebowaKgomo Unit F.
	<b>Physical address:</b> Lepelle-Nkumpi Local Municipality, Civic Centre, LebowaKgomo Unit F.
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 <b>90 Days</b> .
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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	Intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
F2.20	<p>The tenderer is required to submit a Performance Guarantee from an approved insurer within <b>14</b> 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> <p>(1) an original valid Tax Clearance Certificate issued by the South African Revenue Services; and</p> <p>(2) An original or certified copy of the Company / CC Registration. In case of Joint Venture – both companies / cc to submit registration documentation.</p> <p>(3) In case of Joint Venture – the Joint Venture Agreement.</p>
F.3.4	<p><b>The time and location for opening of the Tender offers are:</b></p> <p><b>Closing date: 30/03/2021      Closing Time: 11H00</b></p> <p><b>Location: Lepelle-Nkumpi Local Municipality, Civic Centre, Lebowakgomo Unit F.</b></p>
F3.9.1	<p>Replace the contents of the clause with the following:</p> <p>Check responsive tender offers for arithmetical errors, correcting them in the following manner:</p> <p><i>Where there is a discrepancy between the amounts in figures and in words, <u>the amount in words shall govern.</u></i></p> <p><i>If a bill of quantities (or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, <u>the line item total shall govern and the rate shall be corrected.</u> Where there is an obviously gross misplacement of the decimal point in the unit rate, <u>the line item total</u> as quoted shall govern, and the unit rate will be corrected.</i></p> <p><i>Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if a bills of quantities applies) to achieve the tendered total of the prices.</i></p> <p>Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his arithmetical errors in the manner described above.</p>
F3.11	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



# LEPELLE-NKUMPI LOCAL MUNICIPALITY



**CONTRACT NO. LNM002/2020/21**

**APPOINTMENT OF CIVIL ENGINEERING CONSULTANT AND CONTRACTOR FOR THE  
UPGRADING OF INTERNAL STREET FROM GRAVEL TO TAR ZONE S WARD 16  
(TURN-KEY CONTRACT)**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**PART T1.3**

**Standard Conditions of Tender**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## Annex F

### (Normative) Standard Conditions of Tender

- Note: 1 These Standard Conditions of Tender are identical to that contained In Annex F of SANS 294: 2004, *Construction Procurement Processes, Procedures and Methods*.
- 2 Annex E of SANS 294, *Construction Procurement Processes, Procedures and Methods*, and SAICE's Practice Manual #1, *The use of South African National Standards in Construction Procurement*, provide guidance on referencing these Standard Conditions of Tender in procurement documents.

#### F.1 General

##### F.1.1 Actions

The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently.

##### F.1.2 Tender Documents

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

##### F.1.3 Interpretation

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

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

F.1.3.3 For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

a) Comparative offer means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration

b) corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and

c) fraudulent practice means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels quality (functionality) means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

##### F.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language.

The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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

F.1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

## **F.2 Tenderer's obligations**

### **F.2.1 Eligibility**

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

### **F.2.2 Cost of tendering**

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.

### **F.2.3 Check documents**

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

### **F.2.4 Confidentiality and copyright of documents**

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

### **F.2.5 Reference documents**

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

### **F.2.6 Acknowledge addenda**

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

### **F.2.7 Clarification meeting**

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

### **F.2.8 Seek clarification**

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

---

Contractor

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### **F.2.9 Insurance**

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

### **F.2.10 Pricing the tender offer**

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

F.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

### **F.2.11 Alterations to documents**

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

### **F.2.12 Alternative tender offers**

F.2.12.1 Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.

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

### **F.2.13 Submitting a tender offer**

F.2.13.1 Submit a tender offer to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in Mack ink.

F.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

F.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data.

The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

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F.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

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

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

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

#### **F.2.15 Closing time**

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.

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

#### **F.2.16 Tender offer validity**

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

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.

#### **F.2.17 Clarification of tender offer after submission**

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (Or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

**Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.**

#### **F.2.18 Provide other material**

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer

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may regard the tender offer as non-responsive.

F.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

#### **F.2.19 Inspections, tests and analysis**

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

#### **F.2.20 Submit securities, bonds, policies, etc.**

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

#### **F.2.21 Check final draft**

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

#### **F.2.22 Return of other tender documents**

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

#### **F.2.23 Certificates**

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

### **F.3 The employer's undertakings**

#### **F.3.1 Respond to clarification**

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

#### **F.3.2 Issue Addenda**

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

#### **F.3.3 Return late tender offers**

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

#### **F.3.4 Opening of tender submissions**

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

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.

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F.3.4.3 Make available the record outlined in F.3.4.2 to all interested persons upon request.

### **F.3.5 Two-envelope system**

F.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open Only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

F.3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advice tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender

data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

### **F.3.6 Nondisclosure**

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

### **F.3.7 Grounds for rejection and disqualification**

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

### **F.3.8 Test for responsiveness**

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

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

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

- a) Detrimently affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) Change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) Affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified. Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

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### F.3.9 Arithmetical errors

F.3.9.1 Check responsive tender offers for arithmetical errors, correcting them in the following manner:

a) Where there is a discrepancy between the amounts in figures and in words, the amount in figures shall govern.

b) If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.

c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

F.3.9.2 Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his arithmetical errors in the manner described in F.3.9.1.

### F.3.10 Clarification of a tender offer

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

### F.3.11 Evaluation of tender offers

F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate it using the tender evaluation method that is indicated in the Tender Data and described below:

Method 1 : Financial offer	1) Rank tender offers from the most favourable to the least favourable comparative offer. 2) Recommend highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 2 : Financial offer and preferences	1) Score tender evaluation points for financial offer. 2) Confirm that tenderers are eligible for the preferences claimed and if so, score tender evaluation points for preferencing. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest. [ 5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 3 : Financial offer and quality	1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data. 2) Score tender evaluation points for financial offer. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest. 5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 4 : Financial offer, quality and preferences	1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data. 2) Score tender evaluation points for financial offer. 3) Confirm that tenderers are eligible for the preferences claimed, and if so, score tender evaluation points for preferencing. 4) Calculate total tender evaluation points. 5) Rank tender offers from the highest number of tender evaluation points to the lowest. 6) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

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

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### F.3.11.2 Scoring Financial Offers

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

$N_{FO}$	= $W_1 \times A$ where:		
$N_{FO}$	= the number of tender evaluation points awarded for the financial offer.		
$W_1$	= the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.		
$A$	= a number calculated using either formulas 1 or 2 below as stated in the Tender Data.		
Formula	Comparison aimed at achieving	Option 1	Option 2
1	Highest price or discount	$A = (1 + \frac{(P - P_m)}{P_m})$	$A = P / P_m$
2	Lowest price or percentage commission/fee	$A = (1 - \frac{(P - P_m)}{P_m})$	$A = P_m / P$

Where:

$P_m$  = the comparative offer of the most favourable tender offer.

$P$  = the comparative offer of tender offer under consideration.

### F.3.11.3 Scoring for B-BBEE

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	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

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## EVALUATION PROCESS AND CRITERIA

The following evaluation process and criteria will be used to evaluate all bids submitted: (note: if one of the partners is disqualified, the other partner will automatically be disqualified)

### 1. Administrative Compliance – Phase One

#### VERY IMPORTANT NOTICE ON DISQUALIFICATIONS:

The Lepelle-Nkumpi Municipality will consider no Bid unless it meets the following responsiveness criteria:

Administrative compliance will be applicable to both consultant and contractor unless where specified (note: if one of the partners is disqualified, the other partner will automatically be disqualified)

- Pre-qualification criteria for preferential procurement

1) That only one or more of the following tenders may respond

➤ An EME or QSE

A tenderer who fails to meet any pre-qualifying criteria stipulated in the tender documents is an unacceptable bidder

- The bid must be properly received in a sealed envelope clearly indicating the description of the service and the bid number for which the bid is submitted.
- The bid must be deposited in the relevant bid box as indicated on the notice of the bid on or before the closing date and time of the bid.
- Tax Compliance Pin/ CSD number must be completed in MBD form 1
- Bid forms must be completed in full and each page of the bid initialized or signed
- Alterations must be signed/initialized
- Copy of the company registration certificate must be submitted with the bid.
- Copy of BBBEE Certificate or original sworn affidavit must also be attached
- Certified copy of Identity document (ID) of all director (s) must be attached
- Proof of professional indemnity insurance for consultant in an amount of not less than twice the total fee bid
- Director to be professionally registered with ECSA and certified copy to be attached (candidates will be also accepted) and the director must hold minimum of 50% shares in the company (applicable to only consultant)
- Technical approach and methodology (applicable to consultant)
- Submission of a Joint Venture Agreement, where applicable, which has been properly signed by all parties.
- Complies with the requirements of the bid and technical specifications.
- Bidders to attach Authority for signatory in company letterhead -attach resolution
- Adheres to Pricing Instructions( e.g. Providing lump sums on quantified items in the BOQ)
- Letter of good standing from Department of Labour
- Active CIDB registration of **4CE** or higher (only applicable to contractor)
- THE USE OF CORRECTION FLUID (TIPPEX) WILL AUTOMATICALLY INVALIDATE YOUR BID
- Bidders must attach the Statement of Municipal Rates on the municipality letterhead not older than 3 months for the company and all directors (if the Statement of Municipal Rates is not in the name of bidder and all directors affidavit from SAPS must be attached) or letter from Traditional Authority not older than 3 months for the company and all directors or a lease agreement for the company and all directors.

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- The bid will be rejected if any municipal rates and taxes or municipal service charges owed by that bidder or any of its directors to the Municipality or Municipal entity, or to any other Municipality or Municipal entity are in arrears for more than three months (90 days)
- **Recovery of rates in arrears from tenants and occupiers**
  - (1) If an amount due for rates levied in respect of a property is unpaid by the owner of the property after the date determined in terms of section 26(2), the municipality may recover the amount in whole or in part from a tenant or occupier of the property, despite any contractual obligation to the contrary on the tenant or occupier. The municipality, may recover an amount only after the municipality has served a written notice on the tenant or occupier.
  - (2) The amount a municipality may recover from the tenant or occupier of a property in terms of subsection (1) is limited to the amount of the rent or other money due and payable, but not yet paid, by the tenant or occupier to the owner of the property.
  - (3) Any amount a municipality recovers from the tenant or occupier of the property must be set off by the tenant or occupier against any money owed by the tenant or occupier to the owner.  
The tenant or occupier of a property must, on request by a municipality, furnish the municipality with a written statement specifying all payments to be made by the tenant or occupier to the owner of the property for rent or other money payable on the property during a period determined by the municipality Proof of Municipal Rates and Taxes or letter for Tribal Authority or lease agreement must be attached (Not older than 3 months).
- Late bids shall not be admitted for consideration.

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**2. Functionality – Phase Two (100 points allocation)** (note: if one of the partners does not meet the minimum requirements on functionality, the other partner will automatically be disqualified)

The bidders who complied administratively are considered for further evaluation on ability to execute the project. The assessment of functionality will be done in terms of the evaluation criteria and minimum threshold as specified. Bidders are notified that functionality has been divided into two phases and they are expected to score a minimum of 40 points in each phase in order to be evaluated further, a bid will be disqualified if it fails to meet the minimum threshold for functionality per phase.

<b>Functionality for Consultant (Phase one)</b>		<b>Points Allocation</b>
<b>Company Experience for professional services in roads projects (Certified copy of appointment letters ( Appointment letters for panels of consultants do not Qualify )</b>		
1 – 2 Projects in Road		05
3-4 Projects in Road		10
5 - and above projects in Road		15
<b>Total</b>		<b>15</b>
<b>Management and key Staff Certified copy of Qualifications to be attached</b>		
<ul style="list-style-type: none"> <li>Project Engineer Attach ESCA professional registration)</li> </ul>		<b>( Max 25 )</b>
- Professional Engineering Technologist (Pr Tech Eng) or Professional Engineer (Pr Eng)		<b>25</b>
- Professional Engineering Technician (Pr Techni – min 1-2 years as professionally registered person)		<b>10</b>
- Professional Engineering Technician (Pr Techni – min 3 years as professionally registered person)		<b>15</b>
<ul style="list-style-type: none"> <li>Resident Engineer</li> </ul>		<b>( Max 10 )</b>
- Technical Diploma (N dip) University of Technology		<b>5</b>
- Degree ( B-Tech, B Eng ,B sc Civil) University or University of Technology		<b>7</b>
- Professional registration ECSA/SACPMP (Pr. Techni, Pr CPM. Pr CM. Pr. Tech ,Pr. Eng		<b>10</b>
<b>Total</b>		<b>35</b>
<b>Total Points Achievable</b>		<b>50</b>
<b>Minimum Score required</b>		<b>40</b>

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If requested by the proposed successful tenderer, submit for the tenderer's information the policies and/or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

### **F.3.13 Acceptance of tender offer**

F.3.13.1 Accept tender offer only if the tenderer complies with the legal requirements stated in the Tender Data.

F.3.13.2 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.

### **F.3.14 Notice to unsuccessful tenderers**

After the successful tenderer has acknowledged the employer's notice Of acceptance, notify other tenderers that their tender offers have not been accepted.

### **F.3.15. Prepare contract documents**

If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) Addenda issued during the tender period,
- b) Inclusion of some of the returnable documents,
- c) Other revisions agreed between the employer and the successful tenderer, and
- d) The schedule of deviations attached to the form of offer and acceptance, if any.

### **F.3.16 Issue final contract**

Prepare and issue the final draft of contract documents to the successful tenderer for acceptance as soon as possible after the date of the employer's signing of the form of Offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of tender require the tenderer to submit, after acceptance by the employer, shall be included.

### **F.3.17 Complete adjudicator's contract**

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both patties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

### **F.3.18 Provide copies of the contracts**

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

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# LEPELLE-NKUMPI LOCAL MUNICIPALITY



CONTRACT NO. LNM002/2020/21

## APPOINTMENT OF CIVIL ENGINEERING CONSULTANT AND CONTRACTOR FOR THE UPGRADING OF INTERNAL STREET FROM GRAVEL TO TAR ZONE S WARD 16 (TURN-KEY CONTRACT)

### PART T2

### LIST OF RETURNABLE DOCUMENTS

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**RETURNABLE DOCUMENTS**

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PART T2.1	LIST OF RETURNABLE DOCUMENTS AND RETURNABLE SCHEDULES .....T2.1-1	

**END OF SECTION**

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**PART T2.1**

**LIST OF RETURNABLE DOCUMENTS AND RETURNABLE SCHEDULES**

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# LEPELLE-NKUMPI LOCAL MUNICIPALITY



CONTRACT NO. LNM002/2020/21

## APPOINTMENT OF CIVIL ENGINEERING CONSULTANT AND CONTRACTOR FOR THE UPGRADING OF INTERNAL STREET FROM GRAVEL TO TAR ZONE S WARD 16 (TURN-KEY CONTRACT)

### **T2.2 RETURNABLE DOCUMENTS**

RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

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T2.1-2

## 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 : .....

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**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 or director, manager, principal stakeholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- ☐ a member of any municipal council
- ☐ a member of any provincial legislature
- ☐ a member of the National Assembly or the National Council of Province
- ☐ a member of the board of Directors of any Municipal entity
- ☐ an official of any municipality or municipal entity
- ☐ an employee of any 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 : .....

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Full name of signatory : .....

## **ATTACH THE FOLLOWING DOCUMENTS HERETO**

1. For Closed Corporations

**CK1 or CK2 as applicable (Founding Statement)**

2. For Companies

**Shareholders register**

3. For Joint Venture Agreements

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

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## 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 : .....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 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: .....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.1-8

## FORM E 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 : .....

Position : .....

Full name of signatory : .....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## FORM F 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	Date Appointed	Reference		
			Name	Organisation	Tel no

Name of Tenderer : .....

Date : .....

Signature : .....

Position : .....

Full name of signatory : .....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## FORM I PROPOSED KEY PERSONNEL

Please list the personnel that you intend to appoint on this contract.

DESCRIPTION	<b>Name</b> of Full time member	Staff to be appointed on this contract	
		No of <b>Full Time</b> employment	No of <b>Part Time</b> employment
Contract Manager			
Site Agent			
Clerk			
Foreman			
Material			
Surveyor			
Operators			
Supervisor			
Labourers			
Other			
1.			
2.			

Name of Tenderer : .....

Date : .....

Signature : .....

Position : .....

Full name of signatory : .....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## FORM J    SCHEDULE OF PLANT AND EQUIPMENT

1. TRENCH EXCAVATION	NUMBER OF UNITS OWNED BY CONTRACTOR	NUMBER OF UNITS ALLOCATED TO THIS CONTRACT	
		OWNED	HIRED
2. EARTH MOVING EQUIPMENT			
3. CONSTRUCTION EQUIPMENT			
4. TRANSPORT			

Name of Tenderer : .....

Date : .....

Signature : .....

Position : .....

Full name of signatory : .....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## FORM K SCHEDULE OF PROPOSED SUB-CONTRACTORS

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

Name of Tenderer : .....

Date : .....

Signature : .....

Position : .....

Full name of signatory : .....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## FORM L FINANCIAL REFERENCES

### 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: you are also required to attach a financial reference letter stating bank rating from your financial institution,

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

Name of Tenderer : .....

Date : .....

Signature : .....

Position : .....

Full name of signatory : .....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**FORM M MBD 3.1 – 3.2**

**PRICING SCHEDULE – FIRM PRICES  
(PURCHASES)**

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder ..... Bid Number .....  
Closing Time ..... Closing Date .....

OFFER TO BE VALID FOR ..... DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION **(ALL APPLICABLE TAXES INCLUDED)	BID PRICE IN RSA CURRENCY
----------	----------	--	---------------------------

- Required by: .....
- At: .....
- Brand and Model .....
- Country of Origin .....
- Does the offer comply with the specification(s)? \*YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery .....

\*Delivery: Firm/Not firm

- Delivery basis .....

3

**Note:** All delivery costs must be included in the bid price, for delivery at the prescribed destination.

\*\* "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

\*Delete if not applicable

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## **PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)**

**NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of Bidder.....	Bid number.....
Closing Time .....	Closing Date .....

OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF BID.

- Required by: .....
- At: .....
- Brand and model.....
- Country of origin.....
- Does the offer comply with the specification(s)? \*YES/NO
- Period required for delivery.....
- Delivery: \*Firm/Not firm

\*\* "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

\*Delete if not applicable

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## FORM N MBD 4

### 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 in paragraph 3 below.

<sup>1</sup>"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

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

2.7 Are you or any person connected with the bidder **YES / NO**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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 **YES / NO**  
the appropriate authority to undertake remunerative  
work outside employment in the public sector?

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

(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 / **YES / NO**  
trustees / shareholders / members or their spouses conduct  
business with the state in the previous twelve months?

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have **YES / NO**  
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?

2.9.1 If so, furnish particulars.

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

2.10 Are you, or any person connected with the bidder, **YES/NO**

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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?

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 Number / Employee Persal Number

4 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

MBD 5

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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

- 1 Are you by law required to prepare annual financial statements for auditing? \*YES/NO
- 1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....  
.....

- 2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? \*YES/NO

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

- 2.2 If yes, provide particulars.

.....  
.....

\* Delete if not applicable

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

\*YES/NO

- 3.1 If yes, furnish particulars

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

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

\*YES/NO

- 4.1 If yes, furnish particulars

.....  
.....

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CERTIFICATION**

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## MBD 6.1

### 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 exceed/ **not exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

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
Total points for Price and B-BBEE must not exceed	100

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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## 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**

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

Where

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

$P_t$  = Price of bid under consideration

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



#### 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"/>
-----	--------------------------	----	--------------------------

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

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

<b>Designated Group: An EME or QSE which is at last 51% owned by:</b>	<b>EME</b> √	<b>QSE</b> √
Black people		
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
- ☐ Professional 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:.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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-BBE 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. ....

2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....

.....

.....

Contractor

.....

Witness 1

.....

Witness 2

.....

Employer

.....

Witness 1

.....

Witness 2

## MBD 7.2

### CONTRACT FORM - RENDERING OF SERVICES

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

#### PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of Bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorized to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

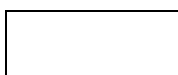
DATE .....

#### WITNESSES

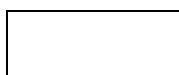
1 .....

2 .....

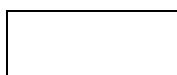
DATE: .....



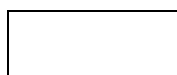
Contractor



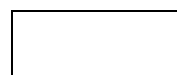
Witness 1



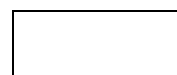
Witness 2



Employer



Witness 1



Witness 2

**CONTRACT FORM - RENDERING OF SERVICES**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I.....in my capacity as .....accept your bid under reference number .....dated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

<i>DESCRIPTION OF SERVICE</i>	<b>PRICE (ALL APPLICABLE TAXES INCLUDED)</b>	<b>COMPLETION DATE</b>	<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	<b>MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)</b>

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT ..... ON .....

NAME (PRINT) .....

SIGNATURE .....



OFFICIAL STAMP

<b>WITNESSES</b>	
1	.....
2	.....
DATE: .....	

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Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
	<p><b>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?</b></p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p><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></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

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

### CERTIFICATION

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## MBD 9

### CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) 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 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

<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.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_  
(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_  
(Name of Municipality / Municipal Entity)

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

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

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature 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

\_\_\_\_\_  
Contractor

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

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

\_\_\_\_\_  
Employer

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

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## LEPELLE-NKUMPI LOCAL MUNICIPALITY



CONTRACT NO. LNM002/2020/21

### APPOINTMENT OF CIVIL ENGINEERING CONSULTANT AND CONTRACTOR FOR THE UPGRADING OF INTERNAL STREET FROM GRAVEL TO TAR ZONE S WARD 16 (TURN-KEY CONTRACT)

#### **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
- C1.4 OHS

END OF SECTION

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**PART C1.1**

**Form of Offer and Acceptance**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## C1.1 FORM OF OFFER AND ACCEPTANCE

### OFFER

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

.....

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

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

\_\_\_\_\_

\_\_\_\_\_  
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

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Details

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### 2 Subject

---

Details

---

### 3 Subject

---

Details

---

### 4 Subject

---

Details

---

### 5 Subject

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Details

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## 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.

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

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

Capacity \_\_\_\_\_

For the tenderer \_\_\_\_\_  
(Name and address of organization)

Name & Signature of Witness

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

### **FOR THE EMPLOYER**

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



# LEPELLE-NKUMPI LOCAL MUNICIPALITY



**CONTRACT NO. LNM002/2020/21**

**APPOINTMENT OF CIVIL ENGINEERING CONSULTANT AND CONTRACTOR FOR THE  
UPGRADING OF INTERNAL STREET FROM GRAVEL TO TAR ZONE S WARD 16  
(TURN-KEY CONTRACT)**

## **PART C1.2**

### **Contract Data**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## C1.2 CONTRACT DATA

### PART 1: DATA PROVIDED BY THE EMPLOYER

#### CONDITIONS OF CONTRACT

The Conditions of Contract are the *General Conditions of Contract for Construction Works (2010) 2<sup>ND</sup> Edition*, published by the South African Institution of Civil Engineering. Private Bag x200, Halfway House, 1685. Is applicable to this contract and is obtainable from [www.saice.org.za](http://www.saice.org.za).

The following contract specific data, referring to the General Condition of Contract for Construction Works, Second Edition, 2010, are applicable to this contract:.

#### **PART 1: Data provided by the Employer**

Clause	Data
<b>1.1.1.1.13</b>	The Defects Liability Period is 12 months.
<b>1.1.1.1.15</b>	The Name of the Employer is <b>Lepelle-Nkumpi Local Municipality</b>
<b>1.1.1.1.26</b>	Pricing Strategy is <b>fixed Contract</b> .
<b>1.2.1.2</b>	The address of the Employer is: Private Bag x07 <b>CHUENESPOORT,</b> <b>0745</b> Telephone: 015 633 4500 Facsimile: 015 633 6896
<b>1.1.1.16</b> <b>1.2.1.2</b>	The address of the Employer is: Private Bag x07 <b>CHUENESPOORT,</b> <b>0745</b> Telephone: 015 633 4500 Facsimile: 015 633 6896
<b>5.3.1</b>	The documentations required before commencement with works execution are: Healthy and Safety Plan (Ref to Clause 4.3) Initial Programme (Ref to Clause 5.6) Security/Gurantee (Ref to Clause 6.2) Insurance (Ref to Clause 8.6) 25% local SMMES breakdown plan And other requirements
<b>5.3.2</b>	The time to submit documentation required before commencement with works execution is 14 days.
<b>5.8.1</b>	The non-working days are Sundays and the special non-working days are official builder's holiday plus all statutory public holidays. The year-end break commences on 15 <sup>th</sup> December and the first Monday of the

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	subsequent year.
<b>5.13.1</b>	The penalty for failing to complete the works is <b>0.05% of the total contract value per calendar day.</b>
<b>6.2</b>	The Form of Guarantee is to contain the wording of the proforma document included in the General Conditions of Contract (Pro-forma included in section C1.3 to this document).
<b>6.2</b>	The liability of the guarantee shall be <b>10 %</b> .
<b>6.5.1.2.3</b>	The percentage allowance to cover overhead charges is <b>14%</b>
<b>6.10.1.5</b>	The percentage advance on materials not yet built into the Permanent Works is <b>80 %</b> .
<b>6.10.3</b>	The limit of retention money is <b>10 %</b> of the contract value.`
<b>8.6.1.1.2</b>	The value of the materials supplied by the Employer to be included in the insurance sum is nil.
<b>8.6.1.1.3</b>	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is nil.
<b>8.6.1.3</b>	The indemnity for liability insurance shall be applicable.
	<b>The Works shall be completed within twenty four (24) Months.</b>
<b>5.12.2.2</b>	<p><b>The additional clauses to the General Conditions of Contract are:</b></p> <p>Extensions of time in respect of clause 42 in respect of abnormal rainfall shall be calculated using the following formula for each calendar month or part thereof:</p> $V = (Nw - Nn) + \frac{(Rw - Rn)}{X}$ <p>Where:</p> <p>V = Extension of time in calendar days in respect of the calendar month under consideration.</p> <p>Nw = Actual number of days during the calendar month on which a rainfall of 10 mm or more has been recorded.</p> <p>Nn = Average number of days in the relevant calendar month , as derived from existing rainfall records, on which a rainfall of 20mm or more has been recorded for the calendar month.</p> <p>Rw = Actual average rainfall in mm recorded for the calendar month under consideration.</p> <p>Rn = Average rainfall in mm for the calendar month as derived from existing rainfall records as stated in the Site Information.</p> <p>For purposes of the Contract Nn, Rn, X and Y shall have those values assigned to them in the South African Weather Service's rainfall records of the nearest station to the site.</p> <p>If V is negative and its absolute value exceeds Nn, then V shall be taken as equal to minus Nn.</p> <p>The total extension of time shall be the algebraic sum of all monthly totals for the period</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	<p>under consideration, but if the total is negative the time for completion shall not be reduced due to subnormal rainfall. Extensions of time for part of a month shall be calculated using pro rata values of Nn and Rn.</p> <p>This formula does not take account flood damage which could cause further or concurrent delays and will be treated separately as far as extension of time is concerned.</p> <p>The factor (Nw – Nn) shall be considered to represent a fair allowance for variations from the average in the number of days during which rainfall exceeds 10 mm. The factor (Rw-Rn) shall be considered to represent a fair allowance for variations from the average in the number of days during which the rainfall did not exceed 10 mm but wet conditions prevented or disrupted work.</p> <p>For the purpose of applying the formula, accurate rain gauging shall be taken at a suitable point on the Site and the Contractor shall at his own expense, take all necessary precautions to ensure that rain gauges cannot be interfered with by unauthorized persons.</p>
<b>5.12.2.2</b>	<p>A delay caused by inclement weather conditions will be regarded as a delay only if, in the opinion of the Engineer, all progress on an item or items of work on the critical path of the working programme of the contractor has been brought to a halt. Delays on working days only (based on a five-day working week) will be taken into account for the extension of time, but the Contractor shall make provision in his programme of work for an expected delay of "n" working days caused by normal rainy weather, for which he will not receive any extension of time, where "n" equals ..... days. Extension of time during working days will be granted to the degree to which actual delays, as defined above, exceed the number of "n" workings days.</p>

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

The Contractor is advised to read the *General Conditions of Contract for Construction Works (2010)*<sup>2<sup>nd</sup> Edition</sup>, published by the South African Institution of Civil Engineering, in order to understand the implications of this Data which is required to be completed.

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

<b>Clause</b>	<b>Data</b>
<b>1.1.1.9</b>	The <b>Contractor</b> is:
	Name: .....
	The Address of the Contractor is:
<b>1.2.1.2</b>	Address (physical): ..... .....
	Address (postal): .....
	Telephone: ..... Facsimile: .....
	E-mail: .....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

<b>6.5.1.2.3</b>	The percentage allowance to cover overhead charges is 14%.
	The Works are to be completed within,,,,,,,,,,,,, weeks.

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

# LEPELLE-NKUMPI LOCAL MUNICIPALITY



**CONTRACT NO. LNM002/2020/21**

**APPOINTMENT OF CIVIL ENGINEERING CONSULTANT AND CONTRACTOR FOR THE  
UPGRADING OF INTERNAL STREET FROM GRAVEL TO TAR ZONE S WARD 16  
(TURN-KEY CONTRACT)**

## **PART C1.3**

### **Contract Data**

#### **Annexure A: Form of Guarantee**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

# GUARANTEE FOR EXECUTION OF

# THE CONTRACT

Employer : **Lepelle-Nkumpi Local  
Municipality  
P/BAG X07  
CHUENESPOORT  
0745**

Contractor : .....

.....

.....

.....

.....

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

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

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

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

On behalf of the Company I/we do hereby renounce all benefits from the legal exceptions *non numeratae pecuniae, non causa debiti excussionis et divisionis* and all other exceptions which might or could be pleaded against the validity of this guarantee, the meaning whereof we declare ourselves to be fully acquainted with.

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

I/we do further agree and declare

- that all admissions and acknowledgements of indebtedness by the Contractor shall be binding on the Company,
- that the indebtedness of the Contractor to the Employer shall at all times be determined and proved by a written certificate of the Chief Executive Officer, or by any other person acting in such capacity,
- that such certificate shall be binding on the Company and shall be conclusive proof of the amount of the Company's indebtedness, and that such certificate annexed to this guarantee will be valid as a liquid document against the Company in a competent court in the Republic of South Africa,
- that the Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorised and/or contemplated by the terms of the Contract, and/or to agree to any modifications, variations or alterations to the Works, or to any extensions of the Due Completion Date for the Works under the Contract, and that the rights of the Employer under this guarantee shall in no way be prejudiced nor the liability of the Company be in any way reduced by reason of any steps or concessions which the Employer may take, make, give, concede or agree to under the Contract.
- that the Employer shall be entitled, without prejudice to any of its rights under this guarantee, to give time to and compound with, release from liability or to make any other arrangement with the Contractor,

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

its assigns, its liquidators or its judicial managers, and that any such actions shall not exonerate the Company from any portion of its liability under this guarantee.

- this guarantee is neither negotiable nor transferable, purports to the payment of money only and should be returned to the Company upon payment, completion or cancellation whichever occurs earlier.

Name of Company: \_\_\_\_\_

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

Address to be entered \_\_\_\_\_

**THUS DONE AND SIGNED AT** \_\_\_\_\_ **on** \_\_\_\_\_ **20**\_\_\_\_\_.

On behalf of the Company \_\_\_\_\_

In his capacity as \_\_\_\_\_

On behalf of the Company \_\_\_\_\_

In his capacity as \_\_\_\_\_

In the presence of the following witnesses:

Witness No 1:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

Witness No 2:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Contractor

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

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

\_\_\_\_\_  
Employer

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

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



# LEPELLE-NKUMPI LOCAL MUNICIPALITY



**CONTRACT NO. LNM002/2020/21**

**APPOINTMENT OF CIVIL ENGINEERING CONSULTANT AND CONTRACTOR FOR THE  
UPGRADING OF INTERNAL STREET FROM GRAVEL TO TAR ZONE S WARD 16  
(TURN-KEY CONTRACT)**

## **PART C1.4**

### **Contract Data**

#### **Annexure B: Health and Safety Specifications by Employer**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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

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

on this the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_  
**between THE LEPELLE-NKUMPI LOCAL MUNICIPALITY(hereinafter called "the Employer") of the one part, herein represented by**

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

and

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

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

**WHEREAS the Employer is desirous that certain works be constructed, viz, CONTRACT NO: LNM 078/2019/20 – THE UPGRADING OF INTERNAL STREET FROM GRAVEL TO TAR ZONE S WARD 16**

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

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 The Mandatory shall execute the work in accordance with the Contract Documents pertaining to this Contract.
- 2 This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or Engineer requiring him to commence the execution of the Works, to either
  - (a) the date of the Final Approval Certificate issued in terms of Clause 5.16.1 of the General Conditions of Contract (hereinafter referred to as "the GCC"),
  - (b) the date of termination of the Contract in terms of Clauses 9.1 of the GCC.

\_\_\_\_\_  
Contractor

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

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

\_\_\_\_\_  
Employer

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

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

- 3 The Mandatory declares himself to be conversant with the following:
- (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:
    - (i) Section 8 : General duties of employers to their employees;
    - (ii) Section 9 : General duties of employers and self-employed persons to persons other than employees;
    - (iii) Section 37 : Acts or omissions by employees or mandataries, and
    - (iv) Subsection 37(2) relating to the purpose and meaning of this Agreement.
  - (b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his subcontractors.
- 4 In addition to the requirements of Clause 8 of the GCC and all relevant requirements of the above-mentioned Volume 3, the Mandatory agrees to execute all the Works forming part of this Contract and to operate and utilise all machinery, plant and equipment in accordance with the Act.
- 5 The Mandatory is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.
- 6 **The Mandatory warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.**
- 7 The Mandatory undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:
- (a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
  - (b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
  - (c) The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Mandatory and/or his employees and/or his subcontractors.

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

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

WITNESS            1 .....

**NAME**            1 .....  
(IN CAPITALS)

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

WITNESS            1 .....

**NAME**            1 .....  
(IN CAPITALS)

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## LEPELLE-NKUMPI LOCAL MUNICIPALITY



**CONTRACT NO. LNM002/2020/21**

**APPOINTMENT OF CIVIL ENGINEERING CONSULTANT AND CONTRACTOR FOR THE  
UPGRADING OF INTERNAL STREET FROM GRAVEL TO TAR ZONE S WARD 16  
(TURN-KEY CONTRACT)**

### **PART C2**

### **Pricing Data**

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**PART C2: PRICING DATA**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## **PART C2.1**

### **Pricing Instruction**

**All bidders are expected to submit a priced bill of quantities/summary of BOQ together with the bidding document.**

**The bill of quantities should be all inclusive of the following:**

- **Construction cost**
- **10% Contingencies amount**
- **Engineering fees (Including all disbursements and project monitoring)**
- **15% VAT**

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## PRICING INSTRUCTIONS

1. The General Conditions of Contract, the Contract Data, Standard Specifications For Roads and Bridge Works for State Road Authorities (including the Project Specifications) and the Drawings shall be read in conjunction with the Bill of Quantities.
2.
  - a. The Schedule comprises items covering the Contractor's profit and costs of general liabilities and of the construction of temporary and permanent Works.
  - b. Although the 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 "Standard Specifications for Roads and Bridge Works for State Road Authorities, 1998 Edition". 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 "Standard Specifications for Roads and Bridge Works for State Road Authorities, 1998 Edition", 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.
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.
8. The quantities set out in the schedule of quantities are only approximate quantities. The quantities

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



of work finally accepted and certified for payment, and not the quantities given in the schedule of quantities, will be used to determine payments to the contractor.

9. An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.
10. The Bidder shall also fill in a rate against the items where the words "rate only" appear in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the bidden rates shall apply should work under these items actually be required.
11. Should the Bidder group a number of items together and bid one sum for such group of items, the single bidden sum shall apply to that group of items and not to each individual item, or should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed to be nil.
12. **The bidden rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.**
13. The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment.

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

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

Unit	:	The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications
Quantity	:	The number of units of work for each item
Rate	:	The payment per unit of work at which the Bidder bids to do the work
Amount	:	The quantity of an item multiplied by the bidden rate of the (same) item
Sum	:	An amount bidden for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

- 15 The units of measurement indicated in the Bill of Quantities are metric units. The following

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

abbreviations may appear in the Bill of Quantities:

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

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**PART C2.2**

**BILL OF QUANTITIES (to be attached)**

**TENDER NO: LNM002/2020/21**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

# LEPELLE-NKUMPI LOCAL MUNICIPALITY



**CONTRACT NO. LNM002/2020/21**

## **APPOINTMENT OF CIVIL ENGINEERING CONSULTANT AND CONTRACTOR FOR THE UPGRADING OF INTERNAL STREET FROM GRAVEL TO TAR ZONE S WARD 16 (TURN-KEY CONTRACT)**

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

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## C3.1 DESCRIPTION OF THE WORKS

### C3.1.1 MISCELLANEOUS

The Project Specifications form an integral part of the Contract Documents and supplement the Standard Specifications.

In the event of any discrepancy with a part or parts of the Standard Specifications, the Schedule of Quantities or the drawings, the Particular or Project Specifications shall take precedence.

The Standard Specifications, which form part of this contract, have been written to cover all phases of work normally required for building contracts, and they may therefore cover items not applicable to this particular contract.

### C3.1.2 THE SITE

The project comprises the 0.75KM **INTERNAL STREET FROM GRAVEL TO TAR**

The description of the project as described in this section is merely an outline of the contract works and shall not be regarded as limiting to the amount of work to be done by the Contractor under this contract.

#### **The brief scope of work is as follows:**

- The work required for the upgrade of the road, including:
  - Road and stormwater Design
  - Establishment for the contractor,
  - Accommodation of Traffic,
  - Clearing of the road reserve and the stripping of topsoil to stockpile for later use,
  - Earthworks including spoiling unsuitable material in borrow pits,
  - Layer works including the construction of the base and sub base layers in commercially supplied aggregate,
  - Asphalt seal surfacing (30mm thick),
  - Road signs and markings
  - Finishing of roadway,
  - Working and rehabilitation of existing borrow pits.
- Preliminary bill of quantity with fixed rates

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The tenderers are to tender for the upgrading of gravel road to TAR on turnkey bases and submitting a technical approach and methodology along with a priced bill of quantities with fixed rates for both consultant and contractor, the final bid price is subject to site conditions after the submission of the design report by the Engineer which will be accompanied by the survey report and geotechnical investigation report.

Dealing with existing services including water pipes, electrical and Telkom cables and existing sewer lines form part of the works.

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

No housing is required for the Engineer. Other facilities such as an office, telephone, name board, survey equipment, and any relevant services required for the Engineer are described under the relevant sections.

#### **C3.1.2.5 CIDB Rating**

The tender notice calls for a minimum CIDB grading of **4CE**. A bid with a CIDB rating not complying with what is specified shall be regarded as non-responsive.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**CONTRACT NO. LNM002/2020/21**

**APPOINTMENT OF CIVIL ENGINEERING CONSULTANT AND CONTRACTOR FOR THE  
UPGRADING OF INTERNAL STREET FROM GRAVEL TO TAR ZONE S WARD 16  
(TURN-KEY CONTRACT)**

**PART C3.2**

**Particular Specifications**

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

# SCHEDULE

## Guideline Scope of Services and Tariff of Fees for Registered Professionals

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



# GENERAL PROVISIONS

## 1.1 Repeal and Transition

- (1) Subject to sub-clause (2), the Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), published under Government Gazette No. 32851, Board Notice 175 of 2009, is hereby repealed.
- (2) The provisions of Board Notice 175 of 2009, 18 and 19 of 28 February 2003 *and R.1113 of 11 June 1982* including subsequent amendments still apply in respect of **services** rendered during a **stage**, which has not yet been completed by the date of commencement of this Schedule.

## 1.2 Generality of Terms

In this document, except where the context otherwise requires or indicates:

- (1) the masculine includes the feminine,
- (2) the singular includes the plural, and
- (3) any reference to a natural person includes a juristic person

## 1.3 Definitions

In this Schedule, any word or expression defined in **the Act** has that meaning, and, unless the context otherwise indicates:

- (i) **“Building Project”** means a project comprising building work, together with its associated engineering work, where the engineer is subject to the authority of another professional acting as the Principal Agent while financial and administrative matters are dealt with by another professional.
- (ii) **“client”**, means any juristic person or organ of the State engaging a **consulting engineer** for **services** on a **project**;
- (iii) **“construction monitoring”** means the process of administering the construction contract and overseeing and/or inspecting the works, to the extent of the **consulting engineer’s** engagement, for the purpose of verification that the works are being completed in accordance with the requirements of the contract, that the designs are being correctly interpreted and that appropriate construction techniques are being utilized. **Construction monitoring**, to whatever extent, shall not diminish the contractor’s responsibility for executing and completing the works in accordance with his contract.
- (iv) **“consulting engineer”**, for purposes of these rules only, means any professional registered in terms of **the Act**, or a juristic person who employs such professional, engaged by a **client** on a **project**;
- (v) **“contractor”** means any person or a juristic person under contract to a **client** to perform the **works** or part of it on a **project**, including a subcontractor under contract to such **contractor**;
- (vi) **“cost of the works”** means the total amount, exclusive of value added tax, certified or which would, normally, be certifiable for payment to **contractors** (irrespective of who actually carries out the works) in respect of the **works** designed, specified or administered by the **consulting engineer**, before deduction of liquidated damages or penalties, including –
  - (a) a pro-rata portion of all preliminary and general items applicable to the **works**; and
  - (b) the costs of new materials, goods or equipment, or a fair evaluation, of such material, goods or equipment as if new whether supplied new or otherwise by, or to, the **client** and including the cost or a fair evaluation of the cost of installation (the sourcing, inspection and testing of such will comprise additional services by the **consulting engineer**);

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (vii) **“Electronic Engineering Services”** means services related to the provision of electronic systems and detailing the terminations, signals and interconnections of electronic components as distinct from conventional electrical HV, MV and LV systems and related reticulation.
- (viii) **“Engineering Project”** means a project of which the scope comprises mainly engineering work.
- (ix) **“normal services”** means the **services** set out in clause 2.1;
- (x) **“Principal Agent”** means the Professional Service Provider appointed as such.
- (xi) **“project”** means any total scheme envisaged by a **client**, including all the **works** and **services** concerned;
- (xii) **“services”** means the services contemplated in clause 2 on a **project** for which a **consulting engineer** is engaged;
- (xiii) **“stage”** means a stage of **normal services** set out in clause 2.1;
- (xiv) **“the Act”** means the Engineering Profession Act, 2000 (Act No. 46 of 2000);
- (xv) **“total annual cost of employment”** means the total annual cost of employment as defined in clause 3.4(4);
- (xvi) **“works”** means the activities on a **project** for which **contractors** are under contract to the **client** to perform or is intended to be performed, including the supply of goods and equipment;

## 1.4 Short Title

This Schedule is called the Guideline Scope of Services and Tariff of Fees for Registered Persons, 2005.

# GUIDELINE SCOPE OF SERVICES

## 2.1 Normal Services

### 2.1.1 Report stage

The preparation and submission of a report embodying preliminary proposals or feasibility studies and estimates of cost and time where appropriate for consideration by the **client**, including all or any of the following:

- (4) Consultation with the **client** or **client’s** authorized representative.
- (5) Inspection of the site of the **project**.
- (6) Preliminary investigation, route location, planning and a level of design appropriate to allow project decisions to be made, where any of these are required for the determination of feasibility.
- (7) Consultation with authorities having rights or powers of sanction as well as consultation with the public and stakeholder groups.
- (8) Advice to the **client** as to regulatory and statutory requirements, including environmental management and the need for surveys, analyses, tests and site or other investigations, as well as approvals, where such are required for the completion of the report, and arranging for these to be carried out at the **client’s** expense.
- (9) Searching for, obtaining, investigation and collation of available data, drawings and plans relating to the **works**.
- (10) Investigation of financial and economic implications relating to the proposals or feasibility studies.
- (11) Clause 2.1.1(7) does not apply in respect of civil and structural **services** pertaining to **Building Projects**, except as far as the interpretation of cost figures for civil and structural **services** are concerned.

### 1.1.2 Preliminary Design Stage

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Following the **client's** instructions to proceed, the development of preliminary proposals or the basic planning of the **project**, comprising all or any of the following:

- (1) Submission of a basic planning report.
- (2) Establishment of final design criteria.
- (3) Advice to the **client** as to the regulatory and statutory requirements, including environmental management and the need for any further surveys, analyses, tests and site or other investigations, as well as approvals, which may be required and arranging for these to be carried out at the **client's** expense. This advice is to be concluded by the **consulting engineer** with the interpretation of the results of these tests and investigations, including geotechnical and/or foundation investigations, together with a report containing recommendations to be applied to and incorporated in designs. The **consulting engineer** will also take the environmental management plan into account.
- (4) Advice to the **client**, as may be necessary, on the engagement and delineation of the services of other consultants and advisers, arranging such engagements and consultation with them on matters pertaining to the **project**.
- (5) Design of any process or system or refinement of the preliminary process design, where such process design is a prerequisite for the design of the **project**.
- (6) Preparation and submission to the **client** of any preliminary plans, drawings and estimates required for seeking the approval of statutory authorities and the client.
- (7) Consultation on all technical matters with the **client**, authorities and interested parties other than those having rights or powers of sanction, and making modifications to the preliminary design of the **works** arising out of such consultations.
- (8) Submission of estimates of capital and life cycle costs, financial implications and programmes for the implementation of the **works**.
- (9) Clause 2.1.2(5) does not apply in respect of civil and structural **services** pertaining to **Building Projects**.
- (10) Clause 2.1.2(8) does not apply in respect of civil and structural **services** pertaining to **Building Projects**, except as far as inputs to and assessment of programmes for civil and structural **services** are concerned or on projects where all financial, tender and contractual matters are handled by other parties.

### 1.1.3 Design and Tender Stage

Following the **client's** instructions to proceed with the preparation of all documents necessary to enable tenders for the works to be called for or for the **works** to be otherwise placed by the **client**, including all or any of the following:

- (1) Advice to the client as to the necessity for further surveys, special visits, use of specialist consultants, setting out or staking out the **works**, and arranging for such to be carried out at the **client's** expense.
- (2) Preparation of detail designs and tender and/or working drawings.
- (3) Preparation of specifications and schedules of quantities for engineering **works**.
- (4) Provision of information necessary for the design of other services.
- (5) Submission of updated and revised estimates, capital and life cycle costs, financial implications and programmes for implementation of the **works** previously submitted.
- (6) Drafting or adapting invitations to tender, tender conditions, forms of tender and conditions of contract, advising the **client** on tender strategies and suitable **contractors** and calling for tenders when instructed to do so by the **client**.
- (7) Advice to the **client** on any alternative designs and tenders, but excluding detailed inspection, reviewing and checking of alternative designs and drawings not prepared by the **consulting engineer** and submitted by any **contractor** or potential **contractor**.
- (8) Analyses of tenders and submission of recommendations on the acceptance of tenders and, if necessary, revising the estimates of the cost and the completion date of the **works**.
- (9) Advice to the **client** as to the provision of a **construction monitoring** service in accordance with clause 2.2.2, over and above that provided for under clause 2.1.5(3).

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- (10) Clauses 2.1.3(3), 2.1.3(6) and 2.1.3(8) do not apply in respect of civil and structural **services** pertaining to **Building Projects** or on projects where all financial, tender and contractual matters are handled by other parties.
- (11) Clause 2.1.3(5) does not apply in respect of civil and structural **services** pertaining to **Building Projects** or on projects where all financial, tender and contractual matters are handled by other parties, except as far as inputs to and assessment of programmes for such **services** are concerned.

#### 1.1.4 Working Drawing Stage (Only relevant for Civil and Structural Engineering Disciplines)

- (1) Following the **client's** instructions to proceed, the preparation of any further plans, designs and drawings, excluding shop details, which may be necessary for the execution of the **works**.
- (2) In the case of reinforced concrete **works**, working drawings must include bending schedules.
- (3) In the case of structural steel **works**, working drawings and details provided by the **consulting engineer** must include full information, dimensions and specifications on all sections, connections, plates, fasteners, bolts and welding, to such an extent that no further designs by **contractors** or other parties are required. The **consulting engineer** need not provide shop drawings for the manufacture of the structural steel **works**.

#### 1.1.5 Construction Stage

The overall contract administration and co-ordination, as well as **construction monitoring** of the execution of the **works** in accordance with the contract, including all or any of the following:

- (1) Placing orders for the **works** on behalf of the **client**.
- (2) Advice to the **client** as to the preparation of the contract documents, or preparation of the contract documents in consultation with the **client**.
- (3) Overall contract administration and co-ordination, as well as **construction monitoring** of the execution of the **works** for compliance with the contract and attending site meetings on a combined average frequency of at least one day every two weeks for the duration of the construction of the specific **works** for which the consulting engineer is engaged or at such more frequent intervals as the **consulting engineer** may deem necessary.
- (4) Directing **construction monitoring** operations, but excluding detail day-to-day **construction monitoring** of the **works** and contract administration, as provided for under clause 2.2.2.
- (5) Advice to the **client** as to the provision of a **construction monitoring** service in accordance with clause 2.2.2, over and above that provided for in this clause.
- (6) Checking **contractor's** drawings of structures, plant, equipment and systems for the **works** for conformity with design requirements, but excluding detailed checking of manufacture and installation details for erection or installation fit.
- (7) Advice to the **client** on any further alternative designs, but excluding detailed inspection, reviewing and checking of alternative designs and drawings not prepared by the **consulting engineer** and submitted by any **contractor**.
- (8) Issuing instructions to **contractors** on behalf of the **client**.
- (9) Issuing certificates or recommendations for payment of **contractors** and submitting regular reports regarding **works** finances and anticipated completion dates and final costs.
- (10) Advice to the **client** in regard to or the resolution of disputes or differences that may arise between the **client** and the **contractor**, except mediation, arbitration and/or litigation.
- (11) Preparation of and issuing variation orders on behalf of and after consultation with the **client**.
- (12) General inspection of materials and equipment for compliance with the original design and tender, including checking of marks or documentation for adherence to National and International standards and advice to the **client** regarding further inspection and testing of such materials and equipment as may be necessary and arranging for such inspection and testing to be carried out on behalf of and at the **client's** expense.
- (13) Making arrangements on behalf of the **client** for the provision and reproduction at the **client's** expense of such drawings and documents as may be required by the **contractors** and site staff for the execution of the **works**.

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- (14) Agreeing final quantities with **contractors**, compiling final accounts and issuing final payment certificates.
- (15) Prepare and, on completion of the **works**, provide the **client** with record drawings. Making arrangements for the contractor to supply detailed operation, operating and maintenance manuals as part of the contractor's contractual obligations, receiving such and handing it over to the **client**. Both sets of documents shall be in formats as agreed to with the **client**.
- (16) Evaluating results of **contractor's** commissioning procedures and tests and witnessing final performance or acceptance tests on site, only, but excluding day-to-day routine tests.
- (17) Clauses 2.1.5(1), 2.1.5(2), 2.1.5(9), 2.1.5(10), 2.1.5(11) and 2.1.5(14) do not apply in respect of civil and structural **services** pertaining to **Building Projects** or on projects where all financial, tender and contractual matters are handled by other parties.

### 1.1.6 Targeted Procurement

Should the **client** during any stage of the **project**, require the **consulting engineer** to perform work or services pertaining to targeted procurement, such work and or services could entail, but are not limited to, any or all of the following:

- (i) incorporation of any targeted participation goals,
- (ii) the measuring of key participation indicators,
- (iii) the selection, appointment and administration of participation and
- (iv) auditing compliance to the above by any contractors and/or professional consultant.

## 1.2 Additional Services

The following **services** are additional to the **normal services** provided by the **consulting engineer**, unless specifically agreed otherwise between the **consulting engineer** and the client. The agreement on the scope of **services** and remuneration shall be in writing and should, if at all possible, be concluded before such services are rendered.

### 1.2.1 Additional Services pertaining to all Stages of the Project

- (1) Enquiries not directly concerned with the **works** and its subsequent utilisation.
- (2) Valuation for purchase, sale or leasing of plant, equipment, material, systems, land or buildings or arranging for such valuation.
- (3) Making arrangements for way leaves, servitudes or expropriations.
- (4) Negotiating and arranging for the provision or diversion of services not forming part of the **works**.
- (5) Additional work in obtaining the formal approval of the appropriate Government Departments or Public Authorities, including the making of such revisions as may be required as a result of decisions of such Departments or Authorities arising out of changes in policy, undue delay, or other causes beyond the **consulting engineer's** control.
- (6) Surveys, analyses, tests and site or foundation or other investigations, model tests, laboratory tests and analyses carried out on behalf of the **client**.
- (7) Setting out or staking out the **works** and indicating any boundary beacons and other reference marks.
- (8) Preparation of drawings for manufacture and installation or detailed checking of such for erection or installation fit.
- (9) Detailed inspection, reviewing and checking of designs and drawings not prepared by the **consulting engineer** and submitted by any **contractor** or potential **contractor** as alternative to those embodied in tender or similar documents prepared by the **consulting engineer**.
- (10) Inspection and testing, other than on site, of materials and plant, including inspection and testing during manufacture.
- (11) Preparing and setting out particulars and calculations in a form required by any relevant authority.
- (12) Abnormal additional services by or costs to the **consulting engineer** due to the failure of a **contractor** or others to perform their required duties adequately and timely.

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- (13) Executing or arranging for the periodic monitoring and adjustment of the **works**, after final handover and completion of construction and commissioning, in order to optimise or maintain proper functioning of any process or system.
- (14) Investigating or reporting on tariffs or charges leviable by or to the client.
- (15) Advance ordering or reservation of materials and obtaining licenses and permits.
- (16) Preparing detailed operating, operation and maintenance manuals.
- (17) Additional **services**, duties and/or work resulting from project scope changes, alterations and/or instructions by the **client**, or his duly authorized agents, requiring the **consulting engineer** to advise upon, review, adapt and/or alter his completed designs and/or any other documentation and/or change the scope of his **services** and/or duties. Such additional **services** are subject to agreement in writing between the **consulting engineer** and the **client** prior to the execution thereof.
- (18) Exceptional arrangements, communication, facilitation and agreements with any stakeholders other than the **client** and **contractors** appointed for the **works** on which the **consulting engineer** provides **services**.
- (19) Any other additional **services**, of whatever nature, specifically agreed to in writing between the **consulting engineer** and the **client**.

## 1.2.2 Construction Monitoring

- (1) If the construction **monitoring**, as set out in clause 2.1.5(3), is deemed to be insufficient by the **consulting engineer**, the **consulting engineer** may, with prior written approval having been obtained from the client, appoint or make available additional staff for such construction **monitoring** as are necessary to undertake additional construction **monitoring** on site to the extent specifically defined and agreed with the client. The functions in respect of additional construction monitoring are to be limited to detailed inspections and exclude those mentioned under clause 2.1.5.
- (2) Alternatively, the **client** may appoint or make available staff, as intended in clause 2.2.2(1), subject to approval by the **consulting engineer**.
- (3) Staff, as intended in clauses 2.2.2(1) and 2.2.2(2), shall report to and take instructions from the **consulting engineer** or an authorized representative of the **consulting engineer** only and shall be deemed to be in the employ of the **consulting engineer**.
- (4) Should any change regarding the persons utilized for additional on-site **monitoring** or their remuneration be necessary, the utilization of such persons and/or their remuneration must be agreed in writing with the **client** prior to the implementation thereof.
- (5) If, for any reason, no additional staff or inadequate staff for **construction monitoring** is appointed, the **consulting engineer** shall provide additional services, including additional site visits, as required and agreed to in writing with the **client** prior to commencement thereof.
- (6) The duties of the **consulting engineer** for the following four defined levels of **construction monitoring**, respectively, are as follows:

(a) **Level 1:**

The **construction monitoring** staff shall:-

3.7.7.1.1.1.1 Monitor the outputs from another party's quality assurance programme against the requirements of the plans and specifications.

3.7.7.1.1.1.2 Visit the **works** at a frequency agreed with the **client** to review important materials, critical work procedures and/or completed elements or components.

3.7.7.1.1.1.3 Be available to advise the **contractor** on the technical interpretation of the plans and specifications.

(b) **Level 2:**

The **construction monitoring** staff shall:-

3.7.7.1.1.1.4 Review, preferably at the earliest opportunity, a sample of each important –  
(a) Work procedure

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(b) Construction material

for compliance with the requirements of the plans and specifications and review representative samples of important completed work prior to enclosure or completion as appropriate.

3.7.7.1.1.1.5 Visit the **works** at a frequency agreed with the **client** to review important materials, critical work procedures and/or completed elements or components.

3.7.7.1.1.1.6 Be available to provide the **contractor** with technical interpretation of the plans and specifications.

(c) **Level 3:**

The **construction monitoring** staff shall:

3.7.7.1.1.1.7 Maintain a part-time presence on site as agreed with the **client** to review random samples and review important completed work prior to enclosure or on completion as appropriate.

3.7.7.1.1.1.8 Where the **consulting engineer** is the sole consultant or principal agent, carry out such administration of the **project** as is necessary on behalf of the **client**.

3.7.7.1.1.1.9 Be available to provide the **contractor** with technical interpretation of the plans and specifications.

(d) **Level 4:**

The **construction monitoring** staff shall:-

3.7.7.1.1.1.10 Maintain a full time presence on site to constantly review –

(a) Work procedures

(b) Construction materials

for compliance with the requirements of the plans and specifications and review completed work prior to enclosure or on completion as appropriate.

3.7.7.1.1.1.11 Where the **consulting engineer** is the sole consultant or principal agent, carry out such administration of the **project** as is necessary on behalf of the **client**.

3.7.7.1.1.1.12 Be available to provide the **contractor** with technical interpretation of the plans and specifications.

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

Should the **client** require the **consulting engineer** to undertake duties falling under the Occupational Health and Safety Act, 1993 (Act No.85 of 1993) and the Construction Regulations in terms thereof, on behalf of the **client**, the additional **services** may include the following:

- (1) The **consulting engineer** must arrange, formally and in writing, for the contractor to provide documentary evidence of compliance with all the requirements of the Occupational Health and Safety Act, 1993 (Act No.85 of 1993).
- (2) The **consulting engineer** must execute the duties of the client, as his appointed agent, as contemplated in the Construction Regulations to the Occupational Health and Safety Act, 1993 (Act No.85 of 1993).

### 1.2.4 Quality Assurance System

Where the **client** requires that a quality management system or quality assurance services, over and above **construction monitoring** services, be applied to the **project**, these are in addition to **normal services** provided by the **consulting engineer** and to be specifically defined and separately agreed in writing prior to commencement thereof.

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### 1.2.5 Lead Consulting Engineer

Should the **client** require the **consulting engineer** to assume the leadership of a joint venture, consortium or team of consulting engineers, of the same discipline, prescribed or requested by the **client**, the additional services may include the following:

- (1) Responsibility for the overall administration of all sections of the **services**, including those portions of the **services**, which fall within the ambit of the other consulting engineers.
- (2) Responsibility for the overall co-ordination, programming of design and financial control of all the **works** included in the **services**.
- (3) Processing certificates or recommendations for payment of **contractors**.

### 1.2.6 Principal Agent of the Client

When a **consulting engineer** is, in addition to his normal functions as **consulting engineer**, appointed as the **principal agent** of the **client** on a **project**, the **consulting engineer** will also be responsible for the following:

- (1) Leadership of the professional team.
- (2) Submission of preliminary and developed proposals in the form of consolidated reports, drawings and specifications together with estimates of costs for the **project** as a whole.
- (3) The overall administration of all sections of the **project** including those, which fall within the ambit of the other professional members in the team.
- (4) The overall coordination, programming of design and financial control of the **project**.
- (5) Resolving differences that may arise between the **client** and the **contractors**, excluding mediation, arbitration or litigation
- (6) Approval of certificates for payment to **contractors** issued by the other professional members in the team before their presentation to the **client** for settlement
- (7) Making arrangements to provide the **client**, on completion of the **works**, with such record drawings as may be required for a proper record of the **works** as constructed and such manuals as may be required for the operation and maintenance of the relevant parts of the **works**
- (8) Approval of the final contract account for the **project** as a whole.
- (9) Manage targeted procurement **services** as indicated in clause 2.1.6.

### 1.2.7 Engineering Management Services

Should the **client** require the **consulting engineer** to undertake duties of an engineering management nature on behalf of the **client**, the additional **services** will include the following:

- (1) Leadership of the professional team.
- (2) Be responsible for the overall administration of the **project** including the co-ordination of the work of the team, the programming of the execution of designs and the overall financial control of the **project**.
- (3) Instruct the other members of the team, on behalf of the **client**, in writing as to the client's total requirements in connection with the **project**, including the services required from each of the other members and make available to them all relevant information or data pertaining to the **project** which is required by them. The other members of the team shall be entitled to rely upon the accuracy and completeness of such information and data furnished by the **consulting engineer**.
- (4) Convene and preside over regular meetings of the team and the **client** for purposes of planning the **project** including preparing and distributing agendas and minutes to all concerned.
- (5) Co-ordinate the preparation of a budget for the **client**, together with assistance from other members of the team and update it at regular intervals as agreed with the **client**.
- (6) Prepare a construction and procurement plan and policy according to the **client's** requirements with regard to types of contracts to be adopted, general and commercial conditions and the grouping of items and elements into various contracts.
- (7) With assistance of the other members of the team, determine and recommend to the **client** a policy for calling for tenders and/or negotiating contracts.

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- (8) Co-ordinate reports and recommendations on tenders received, either directly or by the other members of the team, and make recommendations to the **client** on the award of contracts.
- (9) Award all contracts on behalf of the **client** and arrange for the preparation and signing of contract documents with the assistance of the other members of the team.
- (10) Issue all instructions to **contractors**, either directly or by delegation to the other members of the team.
- (11) Convene and preside over regular meetings on site with **contractors**, members of the team and the **client** for the purpose of administering the contract including the preparation and distribution of agendas and minutes to all concerned.
- (12) Process and certify all payment and valuation certificates and issue payment certificates for settlement.

#### 1.2.8 Mediation, Arbitration and Litigation proceedings and similar Services

Where the **client** requires the **consulting engineer** to, on his behalf, perform the services listed hereunder or similar work, the extent thereof and remuneration therefore is subject to agreement between the **client** and the **consulting engineer**:

- (1) Dealing with matters of law, obtaining parliamentary or other statutory approval, licenses or permits.
- (2) Assisting with or participating in contemplated or actual mediation, arbitration or litigation proceedings.
- (3) Officiating at or attending courts and commissions of enquiry, select committees and similar bodies convened by statute, regulation or decree.

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## PART C3.3.1

### Particular Project Specifications

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

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

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## **PS 1: CONSTRUCTION PROGRAMME**

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

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

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

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

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

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

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

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

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

Failure on the part of the Contractor to submit or to work according to the programme or revised programmes shall be sufficient reason for the Engineer to take steps as set out in Clause 58 of the General Conditions of Contract.

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

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

**PS 2: SITE FACILITIES AVAILABLE**

**PS 2.1: Camp site**

The Contractor shall negotiate with property owners and make his own arrangements to obtain sites for the erection of offices, laboratories, yards, etc. Written approval must be obtained from the owners on whose property the camp is to be situated. The choice of all sites for the establishment of camps is subject to the approval of the Engineer. Campsites within the road reserve will not be permitted.

**PS 2.2: Water, electricity and sewage**

The Contractor shall make his own arrangements concerning the supply of electrical power, water, telephone and all other services, both for use at the site establishment area as well as for the use in the construction of the Works. No direct payment shall be made for the provision of any service and the cost thereof shall be deemed to be included in the rates tendered for the various items of work for which these services are required.

**PS 2.3: Rain gauge**

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

**PS 3: SITE FACILITIES REQUIRED**

**PS 3.1: Facilities for the Engineer**

No separate office is required for the Engineer's representative but the Contractor must provide a table, a chair and a plan cupboard in one of his offices for the exclusive use of the Engineer's representative. The Engineer's representative shall be allowed free use of the Contractor's facilities. The Engineer's representative shall be allowed free use of survey equipment and survey assistants to carry out control work as and when required.

**PS 3.2: Equipment for Engineering staff**

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

- 2 high visibility vests
- 2 hard hats (white)
- 2 Sets of safety boots

The contractor shall supply the Engineer with a Business cell phone and be responsible for the monthly running cost, and other cost relating to the use of the cell phone.

Office facilities shall be provided by the Contractor as described by Colto Specification.

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Witness 1

Witness 2

### PS 3.3: Water, electricity and sewage

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

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

### PS 3.4: Site instruction book

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

## **PS 4: FEATURES REQUIRING SPECIAL ATTENTION**

### PS 4.1: Access to properties

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

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

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

### PS 4.2: Existing residential areas


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


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


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


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Witness 2

  
Employer

  
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Witness 2

#### PS 4.3: Facilities to other Contractors

In addition to the requirements of clause 21 of the general conditions of contract, the Contractor must make allowance for the presence of other Contractors engaged on other contracts on the site, which may involve, inter alia, the adoption of his programme to fit in with work to be done by the other Contractors, as well as assuring other Contractors access to their sites along prescribed routes which may fall within the site of this contract.

#### PS 4.4: Contractor's vehicles

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

#### PS 4.5: Site maintenance

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

No open fires shall be permitted on the site.

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

#### PS 4.6: Testing and quality control

The Contractor shall engage the services of an approved independent testing laboratory for the testing of materials and the quality testing of layer works, to ensure that his work conforms to the specifications.

No separate payment will be made for such testing by an approved independent laboratory, the costs of which will be deemed to be included in the Contractor's tendered rates for the various items of work requiring testing in accordance with the specifications.

Certificates shall be submitted to the Engineer for all materials and equipment included in the works, where applicable.

#### PS 4.7: Subcontractors

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

#### PS 4.8: Existing Services

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

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

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

The Contractor shall be responsible to locate and safeguard any existing service or works he may encounter during construction and shall obtain clearance from the Employer, authority and the Engineer before commencing work in the proximity of existing services or works.

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

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

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

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

4. PS 4.9 Safety

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

**PS 5: INFORMATION SUPPLIED BY EMPLOYER**


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


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


**PS 6: EXTENSION OF TIME ARISING FROM ABNORMAL RAINFALL**


**If abnormal rainfall or wet conditions occur during the course of the Contract, the Employer may grant an extension of time in accordance with Clause 45 of the General Conditions of Contract, calculated in accordance with the formula given below for each calendar month or part thereof:**


$$V = (N_w - N_n) + (R_w - R_n)/X$$


  
Contractor

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2

**If V is negative and its absolute value exceeds Nn, then V shall be taken as equal to minus Nn.**

The symbols shall have the following meanings:

V = Extension of time in calendar days for the calendar month under consideration. When the value of V for any month exceeds the number of days in the particular month, V will be the number of days in the month.

Nw = Actual number of days in the calendar month on which a rainfall of Y mm or more were recorded.

Nn = Average number of days, derived from existing rainfall records, on which a rainfall of Y mm or more were recorded for the calendar month.

Rw = Actual rainfall in mm recorded on the Site in an approved rain gauge for the calendar month under consideration.

Rn = Average rainfall in mm for the calendar month, derived from existing rainfall records.

The total extension of time is the algebraic sum of all the monthly totals for the period under consideration, but if the total is negative, the time for completion will not be reduced on account of subnormal rainfall. Extensions of time for part of a month will be calculated by using pro rata values for Nn and Rn.

The factor (Nw - Nn) is considered a fair allowance for variations from the average number of days during which the rainfall exceeds Y mm.

The factor (Rw - Rn)/X is considered a fair allowance for variations from the average number of days during which the rainfall did not exceed Y mm but wet conditions prevented or disrupted work.

The average rainfall record for the past 10 years at the nearest rainfall station shall be for the purposes of this Contract are taken as normal rainfall. Rn and Nn for this period shall be used and the values of X and Y are 20 and 10 respectively.

## **PS 7: CERTIFICATES OF PAYMENT**

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

## **PS 8: CONSTRUCTION IN LIMITED AREAS**

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

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



considered.

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

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

### **PS 10: SPOIL MATERIAL**

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

### **PS 11: DRAWINGS**

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

#### **List of "as built" information required**

- (a) Exact coordinates or chainage on the road centre line of each duct road crossing for electrical and irrigation services.
- (b) Exact coordinates and invert levels of all storm water manholes, culverts and kerb inlets.
- (c) Exact coordinates and invert levels of all construction work

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

Only figured dimensions shall be used and drawings shall not be scaled unless so instructed by the Engineer.

The Engineer will supply any figured dimensions which may have been omitted from the drawings.

### **PS 12: LENGTH OF TRENCHES**

Where no limitations are imposed by construction stages and unless otherwise permitted in writing by the Engineer, not more than 200 m of trench in any one place shall be opened in advance of pipe laying operations.

No trench may be left open over the builders' holidays.

### **PS 13: SAMPLES**

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

### **PS 14: MANUFACTURER'S INSTRUCTIONS**

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Contractor

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Witness 2

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

#### **PS 15: MATERIALS AND PLANT**

The contractor, when using materials that are required to comply with any standard specification, shall, if so ordered, furnish the engineer with certificates of compliance.

Where so specified, materials shall bear the official mark of the appropriate authority. Samples ordered or specified shall be delivered to the engineer's office on the site free of charge.

Where proprietary products have been specified, similar products may be used subject to the prior written approval of the engineer.

Unless otherwise specified, all proprietary materials shall be used and placed in strict accordance with the relevant manufacturer's current published instructions.

Unless anything to the contrary is specified, all manufactured articles or materials supplied by the contractor for the permanent works shall be unused.

Existing structures on the site shall remain the property of the employer and except as and to the extent required elsewhere in the contract, shall not be interfered with by the contractor in any way.

Materials to be included in the works shall not be damaged in any way and, should they be damaged on delivery or by the contractor during handling, transportation, storage, installation or testing they shall be replaced by the contractor at his own expense.

All places where materials are being manufactured or obtained for use in the works, and all the processes in their entirety connected therewith shall be open to inspection by the engineer (or other persons authorised by the engineer) at all reasonable times, and the engineer shall be at liberty to suspend any portion of work which is not being executed in conformity with these specifications.

The contractor shall satisfy himself that any quarry selected for use provides the necessary mined material in accordance with the specification.

#### **PS 16: NOTICES, SIGNS, BARRICADES AND ADVERTISEMENTS**

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

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

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

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

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

The standard name board of the South African Association of Consulting Engineers is specified. The cost of which shall be included in the rates tendered for items 1300 (Colto) of the Schedule of Quantities.

### **PS 17: SETTING OUT OF WORK**

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

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

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

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

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

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

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

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

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

### **PS 18: WORKMANSHIP AND QUALITY CONTROL**

The onus to produce work which conforms in quality and accuracy of detail to the requirements of the Specifications and Drawings rests with the Contractor, and the Contractor shall, at his own expense, institute a quality-control system and provide experienced Engineers, foremen, surveyors, materials

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

technicians, other technicians and technical staff, together with all transport, instruments and equipment, to ensure adequate supervision and positive control of the works at all times.

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

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

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

### **PS 19: TRANSPORT OF MATERIAL**

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

### **PS 20: LIAISON WITH LOCAL AUTHORITIES**

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

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

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

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

### **PS 21 LOCAL LABOUR AND LOCAL SUBCONTRACTORS**

#### **PS 21.1 Introduction**

It is envisaged that the works will be constructed by one Contractor employing local labour to construct the work applying the principles of the Expanded Public Works Programme (EPWP).

#### **PS 21.2 Workload**

The Contractor is required to execute certain components of this contract with labour-based construction methods as described in relevant sections.

#### **PS 21.3 Assisting ABE's**

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Contractor

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Employer

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The Contractor is required to assist ABE's in accordance with the Contractors proposal included in his/her tender.

#### PS 21.4 Local Labour

It is the intention that this Contract should make maximum use of the local labour force that is presently under-employed. To this end the Contractor is expected to limit non-local employees to key personnel only and to employ and train local labour on this Contract.

The Contractor shall complete the form: Annexure F and state how many non-local key personnel he intends to employ in the various categories. The numbers stated on the above-mentioned form will be strictly controlled during the Contract period and any increase in numbers is subject to the approval of the Employer.

A Project Steering Committee (PSC) has been formed and consists of representatives of the affected community, Lepelle Nkumpi Local Municipality and the Engineer. The PSC is up to date with the details of the project and appointment of all local labour must be through the PSC.

The Contractor will be required to arrange his own documentation regarding a contract for locally employed labour and must include provisions for the Occupational Health and Safety Act (1993) and the Compensation for Occupational Injuries and Diseases Act. The minimum daily wage to be paid in accordance with the Wage Bill for the geographical area shall be as stated in the Government Gazette in terms of Wage Determination for the Civil Engineering Industry.

#### PS 21.5 Contractors Obligations

The Contractor is to supply the Engineer with copies of the agreements between himself/herself and his/her subcontractors within twenty-one (21) days of the contract being awarded.

Should the Contractor be unable to or unwilling to:

- i) Subcontract the required Works as detailed in his/her tender document;
- ii) Submit the necessary documentation to prove that he/she is subcontracting the work as specified in paragraph PS 10.6.
- iii) Implement his/her proposed training scheme or any other scheme agreed to by the relevant parties;

The Municipality reserves the right to:

- a) Nullify the said contract and re-issue it to tender;
- b) Nominate available local subcontractors for the required Works;
- c) Deduct payment from the monthly certificates, the value of which will be calculated as follows:

$$X = Y - Z$$

X = Amount of deduction from the monthly certificate

Y = Value of the work that should have been undertaken by the subcontractor during the month

Z = Value of the work actually undertaken by the Subcontractor during the month;

- (d) = Nominate agents to undertake the proposed training at the expense of the Contractor.

#### PS 21.6 Work considered to be Labour Based

It is a condition of this contract that the following components of work must be executed using labour based construction methods.

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Contractor

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- 1) Excavation of soft/ intermediate / hard material in pipe trenches not deeper than 1,2 m if the uninterrupted trench length of soft material is greater than 50 m, and the total depth of the trench consists of soft material.
- 2) Excavation of soft/ intermediate/ hard material in all pipe trenches for erf connections with no limitations.
- 3) Preparation of pipe bedding.
- 4) Laying and jointing of all pipes with a nominal diameter smaller than 230mm:
- 5) Backfilling of all trenches with compaction excluded.
- 6) Placing of concrete for anchor blocks and toilet foundations.
- 7) Brickwork in toilet structures.
- 8) Basic plumbing installation in toilets.
- 9) All earthworks required for foundations of toilet structures.
- 10) Precast concrete roof slabs for toilets, excluding erection.
- 11) Location of existing services.

Note:

The abovementioned work must either be done by local labourers employed by the Contractor or by local subcontractors. In the Schedule of Quantities, as an alternative to machine excavation, the cost of a compulsory labour based construction activity is covered by using the standard Colto payment item (where applicable). Site conditions and material present will dictate the application of labour-based trench excavation or machine excavation. A prerequisite for payment of these labour-based excavation items is that the Contractor keeps daily written records with names of labourers, tasks completed, man-hours spent and payments made.

Items excluded from labour based items:

- 1) Excavation in Boulders and rock material - Mechanical excavators and blasting allowed.
- 2) Compaction of bedding and backfilling - Rollers and plate compactors allowed.
- 3) Transport of materials LDV, dumpers and other transport equipment allowed.
- 4) Mixing of concrete - Mechanical mixers allowed.
- 5) Vibration of concrete - Vibrators compulsory.
- 6) Precast concrete manholes.

## **PS 22 TRAINING SCHEMES**

Certain members of the Contractors staff will be selected from the locally recruited employees, to be subjected to training in tasks related to the execution of the contract.

The PSC will select the trainees and decide upon the specific training for each of them. The Contractor must guide PSC in this regard and make all the necessary arrangements with the training institution and the trainees, to ensure that the process runs smoothly. All other costs, including transport of trainees, will be borne by the Contractor and is deemed to be included in the P &G.

## **PS 23 PRESCRIPTIONS IN RESPECT OF EXISTING SERVICES**

The scope of works for this contract could be affected by existing services. Where necessary the contractor must familiarize himself with the position and extent of existing services and to carry out the works in such a manner as not to cause damage to existing services.

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Contractor

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Employer

Witness 1

Witness 2

### PS 23.1 Water and Storm Water Services

All manhole covers in the road must be clearly referenced and absolutely no surfacing shall be allowed on any manhole cover.

Any cost of repairs, replacement and/or installation of services and equipment resulting from the contractor's negligence or unauthorized action shall be to the contractor's account.

### PS 23.2 Electrical Services

The following procedures will apply:

1. The Contractor will in all instances submit construction drawings to the Electricity Supply Authority (ESA) for comments and for ESA to indicate known electrical services. These drawings will in all instances be available on site during the construction period or in the possession of the supervisor of the construction workers.
2. The cable's precise position on the terrain, with reference to the approximate position as indicated on the drawing, must be confirmed on terrain by means of cable tracing equipment to be supplied or arranged by the Contractor for this purpose. In the case of primary cables (11 kV and 33kV) as indicated on the drawings, it is essential that cable tracing be conducted by ESA. The Contractor will provide sufficient white lime to mark the cable on the ground. The contact persons and telephone numbers for cable tracing personnel shall be obtained from ESA by the Contractor.
3. The Contractor must thereafter, very carefully, open up the cable by hand on at least two places, of which the in between distances will not exceed 50 meters.
4. At any position, between any two points of the exposed cable as described in 1.3 above, that cable shall be identified as a known service if it lays within 0,5 meters of a straight line drawn between these two points
5. If the cable lays further than 0,5 meters away from a straight line drawn between the two exposed points, it shall be identified as an unknown service.
6. With reference to the approximate position of cables on the drawing, the Contractor will be responsible for confirming the location of such cables on terrain by means of the equipment referred to in 1.2 above, and by careful digging by hand. If the exact position of the cables cannot be determined without doubt, ESA can be approached for help.
7. When existing electrical cables fall within the excavation area of the new service, the Contractor will be responsible for protecting and supporting such cable. During backfilling of the trench, the Contractor will ensure that the cable is not damaged and repositioned at the original position and depth with the necessary bedding and marker tape.
8. Before any exposed cables are backfilled, such cables shall be inspected for possible damage by the terrain agent, in the presence of the Engineer or his/her representative. A complete record of all positions where cables were exposed must be indicated on the drawing.
9. The Contractor is responsible for keeping a complete record of incidents where electrical cables

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Contractor

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Employer

Witness 1

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(known or unknown) were damaged that includes the following:

- Date when damaged and the reason
- Date when repaired
- The extent of repairs, for instance cable size, number of joints necessary, the length of cable replaced etc
- The exact cable position and depth indicated on the plan

10. The Engineer's representative must check these records. The above-mentioned record will be an annexure to the minutes of the monthly site meetings. All repairs of damaged cables (known or unknown) will be conducted by ESA. The account for repairs done on known services (cables) will be delivered to the Contractor via the Engineer. On the basis of accounts delivered monthly by ESA, the repair cost of a known service (electrical cable) that was damaged, will be recovered from the Contractor's certificate.

11. 33 kV Cables

In no instances will any Contractor be allowed to expose cover 33kV cables or excavate closer to 500mm (by hand) and 2000 mm (mechanical excavation) from the centre of a 33 kV cable. ESA will do the required excavation for the Contractor's account.

12. Overhead Services

Excavation and backfill shall be such that no foundation of overhead structures (power lines, streetlights, high mast lights, stays etc.,) will be disturbed. If disturbed, the Contractor will inform ESA in writing and will reinstate the foundation to its original state.

13. Maintenance Period

During the maintenance period the Contractor's responsibility shall include:

All electrical cables that were exposed or handled by him

Excavations in the vicinity of poles and stays, at the time of the construction activities

This makes provision for instances where damaged cables were covered up without informing ESA that may cause many problems later on. The Contractor is responsible to repair all disturbed pole and stay foundations and to reinstate it to its original condition (electrical and structural), as they are disturbed.

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Contractor

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Witness 2

Employer

Witness 1

Witness 2



# LEPELLE-NKUMPI LOCAL MUNICIPALITY



CONTRACT NO. LNM002/2020/21

## APPOINTMENT OF CIVIL ENGINEERING CONSULTANT AND CONTRACTOR FOR THE UPGRADE OF INTERNAL STREET FROM GRAVEL TO TAR ZONE S WARD 16 (TURN-KEY CONTRACT)

### PART C3.4

#### Amendments to the Standard and Particular Specifications

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**AMENDMENTS TO THE STANDARD AND PARTICULAR SPECIFICATIONS**

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## INTRODUCTION

In certain clauses the Standard, Standardized and Particular Specifications allow a choice to be specified in the Project Specifications between alternative materials or methods of construction and for additional requirements to be specified to suit a particular contract. Details of such alternative or additional requirements applicable to this contract are contained in this part of the Project Specifications. It also contains additional specifications required for this particular contract.

The number of each clause and each payment item in this part of the Project Specifications consists of the prefix PS followed by a number corresponding to the number of the relevant clause or payment item in the Standard Specifications. The number of a new clause or payment item, which does not form part of a clause or a payment item in the Standard Specifications and which is included here, is also prefixed by PS, but followed by a new number which follows on the last clause or item number used in the relevant section of the Standard Specifications.

### **PSAA      GENERAL (SMALL WORKS)**

#### **PSAA-3      MATERIALS**

##### **PSAA-3.1      Quality**

Where there is a standardization mark programme for any material, all such material supplied shall bear the official standardization mark.

Alternative materials or equipment proposed by the Contractor shall be tested. The test, as well as the materials or equipment, shall be approved by the Engineer prior to any such materials or equipment being built into the works and all costs involved in testing shall be deemed to be included in the rates tendered.

#### **PSAA-4.      PLANT**

##### **PSAA-4.2      Contractor's Office, Stores and Services**

It is not a requirement of this contract for the Contractor to provide an approved field laboratory on site, although he may elect to do so. If no laboratory is provided, the Contractor shall nevertheless arrange to have the required quality control tests (e.g. densities, concrete strengths etc) performed by an approved commercial laboratory, and his tendered rates shall include full compensation for such tests.

The Contractor's camp shall be kept neat and clean at all times and all surplus or rejected material shall be removed from the site.

#### **PSAA-5      CONSTRUCTION**

##### **PSAA-5.1      Survey**

##### **PSAA-5.1.1      Setting out of the Works**

Reference points are indicated on the drawings or will be made available on the site of the works. Additional lines and levels required for setting-out the works shall be established by the Contractor and must be checked and approved by the Engineer before commencement of construction.

##### **PSAA-5.5      Ground and access to works**

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Contractor

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Witness 2

Employer

Witness 1

Witness 2

▪ **Add the following:**

"On completion of operations the Contractor shall restore the ground surface, wherever it may have been disturbed, to its original condition by filling in all ruts with material similar to the material within the rut and levelling the ground and, where necessary, planting grass and shrubs as may be required. Any boundary fences which have been removed or damaged by his operations and activities shall be repaired and/or reinstated at the Contractor's expense".

**PSAA-5.6 Accommodation of Traffic** (additional sub clause)

*Where construction work has to be carried out on or near public roads, the Contractor shall deal with traffic as specified in SANS 1921-2 (2004): Construction and Management Requirements for Works Contracts, Part 2 : Accommodation of Traffic on Public Roads occupied by the Contractor. The Contractor is also referred to Project Specification PS-10.*

**PSC SITE CLEARANCE**

**PSC-3 MATERIALS**

**PSC-3.1** Disposal of material  
**Overhaul will not be payable on this contract.**

**PSC-5 CONSTRUCTION**

**PSC-5.2** Cutting of Trees

**PSC-5.2.1 Protection of Persons, Animals and Structures**

**Before commencing work in any particular area the Contractor shall in conjunction with the Engineer's Representative compile a report on the state of repair of all adjoining fences and structures that could be affected by the Contractor's operations.**

**PSC-5.2.3 Preservation of trees**

**PSC-5.2.3.2 Individual trees**

**The penalty shall be R2 500-00 for every tree that is damaged or removed unnecessarily.**

**PSD EARTHWORKS**

**PSD-3 MATERIALS**

**PSD-3.1 Classification for Excavation purposes**

**PSD-3.1.2 Classes of excavation**

**For this contract classes of excavation will be subdivided as follows:**

- (a) Soft excavation, being all excavation other than material classified as hard excavation as defined below.
- (b) Hard rock excavation, except that for this contract boulder excavation will normally not be measured as stated in the payment clause 8.3.2(b). Boulders of such a size that they cannot be removed without drilling, wedging and splitting, or other mechanical means, shall be measured individually and will be regarded as hard rock excavation.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSD-3.3      **Selection**

PSD-3.3.1    General

- ***Add the following:***

Excavated material ordered to be temporarily stockpiled for later re-use, shall be stockpiled selectively in such a way that material suitable for bedding or other special purpose, shall be kept separately from unsuitable material.

PSD-5        **CONSTRUCTION**

PSD-5.1      **Precautions**

PSD-5.1.1    Safety

PSD-5.1.1.1. Barricading and Lighting

All expenses incurred by the Contractor with regard to the barricading and lighting of the area of works in order to safeguard the public will be deemed to be covered by the rates for excavation or other scheduled items.

PSD-5.2      **Methods and Procedures**

PSD-5.2.2    Excavation

PSD-5.2.2.1 Excavation for general earthworks and for structures

- ***Add the following to sub clause (a):***

The general area on which the structures will be founded shall be excavated to the levels indicated on the drawings. Thereafter excavations for pipes, footings etc. shall be made to at least the depths shown on the drawings.

PSD-5.2.2.3 Disposal

All excess excavated material not used for backfilling shall be disposed of at a site to be found by the Contractor and approved by the Engineer. The spoil site shall be finished off at the completion of the works to the satisfaction of the Engineer.

PSD-5.2.5    Transport for Earthworks

PSD-5.2.5.1 Free haul

- ***Add the following:***

"For this contract all haul will be regarded as free haul and the cost of transportation of all materials will be deemed to be included in the rates and prices tendered in the Schedule of Quantities."

PSD-5.2.6    **Inspection of excavations (Additional clause)**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

***All foundations for structures shall be inspected by the Engineer and/or an Engineering Geologist or Geotechnical Engineer before any backfilling with material or concrete of any kind is commenced. The Engineer shall be given at least two days notice by the Contractor for the necessary arrangements to be made for the inspection.***

**PSD-6 TOLERANCES**

**Position, dimensions, levels, etc.**

Degree of Accuracy II shall apply. Overbreak where applicable shall be filled in with 15 MPa concrete at the Contractor's cost.

**PSD-7 TESTING**

**PSD-7.2 Taking and Testing of Samples**

The Contractor is responsible for his own quality control and shall therefore take an adequate number of samples and carry out tests to ensure that the material conform to the requirements in respect of quality, density, etc. (quality or process control).

All test results and the positions where samples were taken must be submitted to the Engineer. The number and positions of tests shall be adequate to prove to the Engineer that the works as a whole comply with the requirements.

The Engineer will audit the Contractor's test results and he may, for acceptance control, have additional tests carried out by an independent commercial laboratory at the Employer's cost and he will make the results available to the Contractor (acceptance control). Should these test results show that the work or the material does not comply with the specifications the Contractor will be responsible for the cost of such testing and he shall do the necessary remedial work.

**PSDB EARTHWORKS (Pipe trenches)**

**PSDB-3 MATERIALS**

**PSDB-3.1 Classes of Excavation**

For this contract classes of excavation will be subdivided as follows:

**(a) Soft excavation**

Soft excavation shall be excavation in material that can be efficiently removed and loaded with picks, shovels and other hand tools. Soft excavation shall include all boulders with a volume of less than 0,125 m<sup>3</sup> and a maximum dimension of 500 mm, which can still be removed by hand methods.

**(b) Hard excavation**

Hard excavation shall be excavation in material, which can only be removed efficiently with mechanical equipment such as jackhammers, drilling and blasting, etc. Hard excavation shall also include boulders with a volume exceeding 0,125 m<sup>3</sup> and the maximum dimension exceeding 500 mm, which cannot be broken down and removed by hand methods.

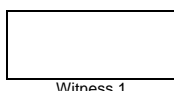
**PSDB-5 CONSTRUCTION**

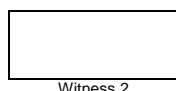
**PSDB-5.3 Site clearance**

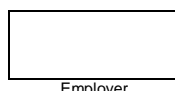
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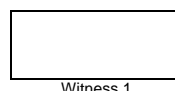
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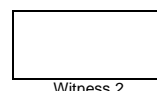
  
Contractor

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2

"The Contractor shall dispose of all surplus and unsuitable material on a site to be found by him and approved by the Engineer. All costs related to the disposal of surplus material shall be deemed to be included in the tendered rates.

Where pipes are to be laid the Contractor will be allowed to clear and grub a strip 2,5 m wide along the centre-line of the trench. No vegetation outside this strip may be damaged without the written approval of the Engineer.

All trees with a girth exceeding 250 mm or a height exceeding 2,5 m within this strip, shall be protected and may only be damaged or removed after a written order by the Engineer."

## **PSDB-5.6 Backfilling**

### **PSDB-5.6.1 General**

No pipe joint or pipefitting shall be covered by either the blanket fill or main fill prior to the successful completion of the visual inspection and/or the testing of the relevant section of the pipeline.

### **PSDB-5.6.2 Material for backfilling**

Hard rock material shall not be used for or incorporated in the backfill of the trench without the Engineer's approval.

### **PSDB-5.6.3 Disposal of Soft Material**

Surplus and/or unsuitable excavated material must be disposed of at a site found by the Contractor and approved by the Engineer. All costs related to the disposal of surplus material shall be deemed to be included in the tender rates.

### **PSDB-5.6.4 Disposal of Hard Rock Material**

Hard Rock Material must be disposed of at a site found by the Contractor and approved by the Engineer. All costs related to the disposal of surplus material shall be deemed to be included in the tender rates.

### **PSDB-5.6.7 Trenches in road reserves and paved areas**

Where trenches are to be excavated through existing asphalt surfacing, the asphalt surface material shall be removed by saw-cutting and removal of the asphalt before commencing with the trench excavation.

### **PSDB-5.6.8 Transport for Earthworks for Trenches**

For this contract all haul will be regarded as free haul and the cost of transportation of all materials will be deemed to be included in the rates and prices tendered in the Schedule of Quantities.

## **PSDB-7 TESTING**

### **PSDB-7.1 Notwithstanding the contents of Clause 7.1, the Contractor shall bear the cost of all density tests as necessary for his own **process or quality control**.**

The following are the minimum frequencies for the process or quality control tests to be executed by the Contractor.

- (a) Pipe bedding: one density test for each section, with a minimum of one test per 50 m of pipe trench or part thereof.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (b) Normal trench backfilling: one density test on every 150 mm layer for each section of trench, with a minimum of one test per 50 m of each layer or part thereof.
- (c) Backfilling in areas subject to traffic: one test on each 150 mm layer at each road crossing, with a minimum of one test per 10 m of each layer or part thereof in all other areas subject to road traffic.

The positions of these density tests shall be determined randomly by the Contractor and shall be clearly documented with the results. The results of the tests shall be submitted to the Engineer and shall prove to the Engineer that the work as a whole was done satisfactorily.

Additional tests, over and above the minimum tests will be ordered by the Engineer, for acceptance control. Payment for such tests will be made under Item PSA-8.5(c) if the tests indicate that the work complies with the specifications. If any such tests fail, the cost of the tests shall be for the account of the Contractor.

## PSDB-8 MEASUREMENT AND PAYMENT

### PSDB-8.1 Basic Principles

Disposal of surplus and/or unsuitable material will be as specified in PSDB-5.6.3 and PSDB-5.6.4. No additional payment other than the tendered scheduled rates will be made for such disposal of material.

### PSDB-8.3 Scheduled Items

#### PSDB-8.3.1 Site clearance

- **Add the following sub-item:**

- (d) Saw-cutting of existing asphalt surfacing and removal of asphalt material at road crossings ..... Unit : m

The unit of measurement shall be the linear metre of saw-cutting necessary for the removal of asphalt surfacing. The tendered rate shall include full compensation for saw-cutting the asphalt surfacing and taking out the asphalt material and disposal thereof at a site found by the Contractor and approved by the Engineer.

#### PSDB-8.3.2 Excavation

- (a)(1) Excavate in all materials, for trenches, backfill, compact and dispose of surplus material ..... Unit : m

Only lengths that have been completed and backfilled will be measured for payment.

The rates tendered for excavation shall in addition allow for the use and/or disposal at any point or points within the site boundaries as the Engineer may direct.

- **Add the following subclause:**

- (d) Excavate unsuitable materials from trench bottom ..... Unit : m<sup>3</sup>

The tendered rate shall cover the cost of excavation of unsuitable materials from the trench bottom using tools and equipment, and disposal of the material.

- **Add the following subclause:**

- (e) Hardcore filling of 38mm to 75 mm nominal size crushed stone to

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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

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



trench bottom ..... Unit : m<sup>3</sup>

The tendered rate shall cover the cost for the supply, placing and compaction of the hardcore fill in the place of unsuitable material removed.

- **Add the following subclause:**

- (f) Excavate by hand in all materials to expose existing services, including backfilling and/or disposal of surplus material (all depths) .....Unit : m<sup>3</sup>

The tendered rate shall cover the costs for hand excavation as required, to backfill and compact where necessary and to dispose of surplus and unsuitable material at an approved spoil site found by the Contractor.

PSDB-8.3.3 Excavation Ancillaries

PSDB-8.3.3.4 Overhaul

Overhaul will not be measured on this contract and all haul will be regarded as free haul.

**PSGA CONCRETE (SMALL WORKS)**

**PSGA-3 MATERIAL**

**PSGA-3.2 Cement**

PSGA-3.2.1 Applicable Specifications

*The standard cement specifications SABS 471, SABS 626, SABS 831, SABS 1466 and SABS 1491 have been withdrawn and are replaced by SANS 50197-1: Common cements, and SANS 50413-1: Masonry cement. These specifications will be applicable to this contract, and the descriptions and types of cements specified, will be based on the designations as defined in these specifications.*

PSGA-3.2.2 Storage of cement

- **Add the following after the words "...may promote deterioration." in the second paragraph:**

"It is of prime importance that cements to be used in concrete for water-retaining structures shall always be stored in a cool environment, and it is strongly advised that cement silos be painted white to reduce any temperature rise in the stored cement."

**PSGA-5 CONSTRUCTION**

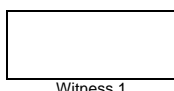
PSGA-5.1 **Reinforcement**

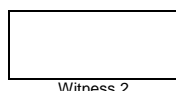
PSGA-5.1.3 Cover

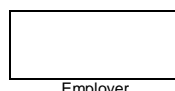
- **In Sub clause 5.1.3(a) amend the words " ... or stirrup" to read:** "bar, secondary reinforcement, tie stirrup, tying-wire knots or wire ends."
- **Add to Sub clause 5.1.3:** "Tying wire shall not encroach on the specified minimum cover by more than a single strand thickness."

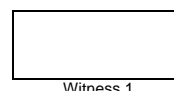
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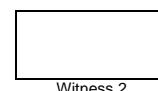
  
Contractor

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2

The minimum concrete cover to reinforcement shall be 75 mm unless otherwise indicated on the drawings.

Cover blocks shall be manufactured from concrete of grade, durability, density and impermeability at least equal to that specified for the respective elements except that 12 mm stone instead of 19 mm stone shall be used. The size of the cover blocks shall be 60 mm x 60 mm, with a thickness equal to the specified cover. Wires shall be cast into the blocks to enable them to be fixed to the reinforcement. The wires shall be fully galvanised Class A as per SABS 675 - 1993. The wires shall be carefully held in position while the concrete is setting to ensure that all the wires are inserted to a uniform and consistent depth of 50 % of the thickness of the cover block for all the cover blocks. The concrete shall be thoroughly compacted by means of a vibrator or vibratory table and the blocks shall be protected against early drying and shrinkage due to sun and wind, by being kept continually wet while still in the mould. After the blocks have been removed from the mould they shall be kept in water continuously until being used, and this period shall not be less than 14 days.

A proper mix design for concrete in cover blocks shall be submitted to the Engineer for approval.

#### PSGA-5.1.4 Splicing (additional clause)

Splice lengths for reinforcement in the case of water-retaining structures shall not be less than 58 diameters and in non-water-retaining structures not less than 40 diameters. Where applicable in water-retaining structures, splices shall be staggered so that they are evenly spread throughout the structure.

### PSGA-5.4 **Concrete**

#### PSGA-5.4.1 Quality

##### PSGA-5.4.1.3 Workability

The workability range for all PFA concrete (slump) shall be between 50 and 75 mm.

##### PSGA-5.4.3 Mixing

- **Add the following additional paragraph to clause 5.4.3.1 after item (f):**

##### PSGA-5.4.3.1 Ready-mixed concrete

The use of ready-mixed concrete for this contract will be permitted provided that it complies with the requirements of this specification. Test results obtained by such a production facility shall not be regarded as part of the quality control system, and the Contractor shall take his own samples of concrete on site and have them tested in accordance with clause 7 of SANS 1200 G and Clause PSG-7.1.2.

##### PSGA-5.4.5 Placing

##### PSGA-5.4.5.1 **Add the following to subclause 5.4.5.1:**

The Contractor shall give the Engineer at least 48 hours notice of his intention to cast concrete.

### PSGA-7.2 **Testing**

#### PSGA-7.2.1 General

- **Add the following:**

The Contractor shall allow in his tendered rates for all the costs for quality or process control testing.

##### PSGA-7.2.3 Early-strengths Testing

- **Add the following to this clause:**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Of each sample of four cubes, one cube shall be tested at 7 days and the remaining three cubes at 28 days.

PSGA-8      **MEASUREMENT AND PAYMENT**

PSGA-8.1      **Measurement and rates**

PSGA-8.1.2      Reinforcement

PSGA- 8.1.2.2      ***Replace subparagraph (a) with the following:***

"The mass of steel bars will be measured as the total mass of the steel, irrespective of diameters."

PSGA-8.1.2.3 (a)      ***Delete the words "nominal size 25 mm" in the first line of this subparagraph***

- ***Delete subparagraph (b)***

**PSL                  MEDIUM-PRESSURE PIPELINES**

**PSL-3                  MATERIALS**

PSL-3.1              **General**

Unless otherwise specified, pipes with a diameter of 50 mm OD or larger shall be uPVC Class 9 with standard push-in type coupling "Lyng" joint or similar approved. Pipes with smaller diameters shall be HDPE PE 80 PN 12.5 with compression fittings. Fittings and specials are normally Class 16. If required because of problems to maintain minimum cover (extensive rock excavation, narrow section, crossing of sewers or other reasons), uPVC and HDPE pipes can be encased in concrete where ordered by the Engineer.

PSL-3.8              **Jointing Materials**

PSL-3.8.3          Flanges and accessories

Each bolt shall be supplied with two washers. Only compressed asbestos fibre flange packing of uniform thickness between 1,5 mm and 3,0 mm shall be used on all sizes of pipe flanges.

- ***Delete BS 4504 references.***

All flanges, not jointing to existing flanges, shall be drilled in accordance with SABS 1123 Table 1000/3; 1600/3 or 2500/3. The type, drilling pattern and sizes of flanges jointing to existing flanges shall match those of the existing flanges and shall be determined on site.

PSL-3.8.3(a)      Drilling and flanges for all type of valves shall conform to SANS 1123.


PSL-3.8.4          Loose Flanges


All bolts and nuts shall comply with the requirements of SABS 646. Only stainless steel bolts and nuts shall be used with stainless steel pipes, flanges and fittings. All other bolts and nuts shall be cadmium-coated.


PSL-3.9              **Corrosion Protection**


PSL-3.9.5          Joints, Nuts, Bolts and Washers


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Contractor

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2

Only stainless steel bolts, nuts and washers shall be used for all stainless steel pipes and fittings. All other nuts, bolts and washers shall be hot dipped galvanized GR8.8.

PSL-3.9.6 Corrosive soil

For this contract all steel pipes, pipe fittings and steel flanges in contact with soil shall, over and above the protection as described above, be protected as specified in Clause 3.9.6 with "DENSO" tape and/or mastic or approved similar. Application shall be strictly in accordance with the manufacturer's instructions. A polyethylene tape of 300 microns minimum shall be spirally wrapped over the petrolatum tape and fixed to the clean pipe ends with pressure-sensitive tape.

PSL-3.11 **Manholes and Surface Boxes**

PSL-3.11.1 Bricks

Notwithstanding the requirements of Subclause 3.11.1 of SANS 1200L, 230 mm wide hollow concrete blocks with minimum compressive strength 3,5 MPa and filled with Grade 15 MPa mass concrete, will be accepted for valve chamber walls.

PSL-3.11.5 Manhole covers and frames

Types shall be as indicated in the schedule and on the drawings.

PSL-5 **CONSTRUCTION**

PSL-5.1 **Laying**

PSL-5.1.1 General

Where necessary to avoid conflict with sewer manholes, stormwater drains or other obstacles, the pipeline may have to be realigned locally as directed by the Engineer.

PSL-5.1.3 Keeping Pipelines Clean

The interior surfaces of all pipes, specials, valves and fittings shall at all times be kept free from dust, silt and foreign matter. Access by rodents, animals and birds shall be prevented. Pipes and specials shall not be used as shelters by staff or for the storage of garments, tools, materials, food containers or similar goods. Particular care shall be exercised at all times to prevent faecal contamination of pipe interiors by staff, casual visitors or passersby.

Metal night-caps approved by the Engineer shall be used to close off all ends of each laid section of pipeline when work is stopped at the end of the day or for longer periods and shall be left on the ends of sections of completed pipework until such sections are tied-in with the remainder of the completed pipeline.

The Contractor shall construct and maintain the necessary berms and furrows to prevent the ingress of storm water into the trench at all times.

Notwithstanding all precautions taken, the Contractor shall at his own expense make good all damage to pipe linings and fittings caused by the ingress of dirty water, silt, sand, debris, vermin, insects and other foreign matter. The Contractor shall at his own expense and to the satisfaction of the Engineer clean the interior of the pipeline of such contaminants, failing which the Engineer may order the Contractor to remove the pipes from the trench and replace them with clean pipes at his own cost.

PSL-5.1.4 Depths and cover

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- **Add the following sub clause:**

The minimum cover over pipes shall be 1 000 mm.

PSL-5.1.5 Locating of existing pipes (Additional clause)

The Engineer will indicate the approximate positions of existing pipes on site where new pipelines are to be joined with existing pipelines, or when new pipelines may cross existing pipelines or services. At the indicated positions a trench shall be excavated to locate the existing pipe or service. Payment for locating existing pipes and services will be made under Section 1200 D, Clause 8.3.8.

PSL-5.1.6 Connection with existing pipelines (Additional clause)

Before any pipe fittings and accessories for connecting with existing pipelines are ordered, the precise dimensions of the existing pipe shall be determined on site. The method of cutting into the existing pipe, the special pipe fittings to be used as well as the dimensions of the pipe fittings shall be determined in consultation with the Engineer

PSL-5.2 **Jointing Methods**

PSL-5.2.2 Flanges (Steel pipelines)

All flanges shall be installed with bolt holes off-centre and symmetrically off-set from the vertical centre-line of the flange. Flanges shall be installed truly square to the axis of the pipe.

The Contractor shall ensure that the correct jointing materials, i.e. gaskets, bolts and nuts are available when required. Only correct diameters and lengths of bolts and studs shall be used. Flat washers shall be used under all nuts. The length of bolts and studs shall be such that at least two threads protrude from the nut when fully tightened. The threads of bolts, studs and nuts shall be thoroughly cleaned and then coated with a graphite/grease compound immediately prior to assembly.

Flanged fittings shall be so installed that there are no stresses induced into the pipework, specials or fittings by forcing ill-fitting units into position or by bolting up flanges with faces not uniformly in contact with their gaskets over their whole faces.

PSL-5.6 **Valve and Hydrant Chambers**

All valve and meter chambers required shall be constructed as detailed on the relevant drawings.

PSL-5.8 **Brickwork in Chambers and Manholes**

Construction shall be as detailed on the drawings.

PSL-5.11 **Connection to existing mains** (additional clause)

Connections to existing mains shall be made as detailed on the drawings.

PSL-7 **TESTING**

**PSL-7.3 Standard hydraulic pipe test**

**PSL-7.3.1 Test pressure and time of test**

The maximum working pressure shall be 12,5 bar and the test pressure for field testing shall be 1,5 times this value.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSL-7.3.4 **General** (Additional sub-clause)

All completed pipelines shall be satisfactorily tested hydrostatically and no payment in respect of pipelaying or the supply of pipes and fittings on any section of pipeline shall be made until such tests have been completed.

Hydrostatic tests shall be carried out on approved suitably sized completed sections of the works as pipelaying proceeds.

The Contractor shall be responsible to arrange all aspects of the hydrostatic testing and for the supply of all equipment, material, water for testing and labour required.

The mains shall be carefully and slowly charged with potable water, so that all air is expelled and shall then be allowed to stand full for at least 48 hours before pressure testing is commenced.

Joints shall, except where otherwise approved, be exposed during testing. Except where unavoidable, testing shall preferably not be carried out against closed valves. Care shall be taken to strut and support the mains wherever necessary during testing such as at ends of pipelines, at bends, etc.  
The pressure shall be applied by a manually operated force pump or by a power driven pump, which shall not be left unattended during testing. The Contractor shall ensure that pressure gauges are accurately calibrated before testing commences and precautions shall be taken to ensure that the quantity of make-up water pumped into the pipelines during testing is measured.

The test pressure applied to the section of mains being tested shall be such that the pressure in any pipe, fitting or valve in the section does not exceed its specified pressure rating.

The test pressure shall be maintained by the pump for at least one hour and during the period the quantity of make-up water required to maintain the test pressure in the mains shall be measured and all joints shall be carefully inspected for signs of leakage.

The hydrostatic test shall be regarded as satisfactory if the amount of make-up water required during the last hour of the testing period does not exceed 0,005 litres per millimetre of diameter per kilometre of length of the pipelines making up the section for every 30 m head of water and if no visible leaks were observed at joints, fittings, valves, etc. If any hydrostatic test result is unsatisfactory in any regard, the Contractor shall carry out all necessary remedial measures to approval and the test shall be repeated, all at his expenses.

Water used for hydrostatic testing shall be disposed of in an approved manner without causing damage, nuisance or injury.

The Contractor shall allow for the cost of all labour, equipment, water for testing and material for hydrostatic testing in the Scheduled Rates for supply and laying of pipes and supply and laying of fittings and no separate payment will be made in respect of hydrostatic testing.

PSL-8                **MEASUREMENT AND PAYMENT**

PSL-8.2            **Scheduled Items**

- PSL-8.2.4            No additional payment will be made for cutting and jointing of any pipes.
- PSL-8.2.15          Special wrapping in corrosive soil
- **Change the unit of measurement "m" to "No".**
- For this contract special wrapping will be required only for steel flanges, pipe fittings, couplings, etc as described in PSL-3.9.6. The unit of measurement shall therefore be the number of fittings or flanges etc wrapped as described.

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PSLB-8.2.16 (a) Tie into existing municipal water connection inclusive of all pipes, fittings, necessary to do the connections etc. .... Unit : No

Connection to the existing water mains shall be as detailed on drawing. The tendered sum for each connection shall include the cost to tie into the existing main including the cost of all additional excavations required to provide working space over and above the necessary trench excavation and excavations previously done for locating existing pipelines, labour, equipment, tools, fittings, pipes, cutting of pipes, specials, removal of end caps/loose flanges, anchor blocks and supervision necessary to complete the connection.

PSLB-8.2.17 (b) Municipal water connection by Local Council.....Prov. Sum

The stated provisional sum is provided for the cost of the municipal water connection by the local council. The stated sum, or any part thereof, shall only be expended as ordered by the Engineer.

## **PSLB BEDDING (PIPES)**

### **PSLB-3 MATERIALS**

#### **PSLB-3.3 Bedding**

All buried pipes shall be bedded on Class B bedding unless otherwise ordered by the Engineer or specified in the bill of quantities.

#### **PSLB-3.4 Selection**

Suitable selected bedding material is expected to be generally available from trench excavations.

### **PSLB-5 CONSTRUCTION**

#### **PSLB-5.1 General**

##### **PSLB-5.1.1 Trench**

##### **PSLB-5.1.1.2 Bottom**

Where unsuitable material is encountered in the bottom of a trench, the material shall be excavated an additional 150 mm, or to the depth as directed by the Engineer, and removed as described in clauses 5.5 and 8.3.2(c) of SANS 1200 DB. The excavated material shall then be replaced with suitable selected material excavated elsewhere on the site, and trimmed and compacted to the satisfaction of the Engineer.

### **PSLB-6 TOLERANCES**

#### **PSLB-6.1 Moisture content and density**

Degree II accuracy shall be applicable.

### **PSLB-8 MEASUREMENT AND PAYMENT**


#### **PSLB-8.1 Principles**


##### **PSLB-8.1.3 Volume of Bedding Materials**


- **Add the following:**


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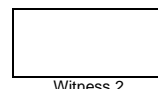
  
Contractor

  
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"The volume of bedding material shall exclude the volume taken up by the pipe."

## **PSLB-8.2 Scheduled Items**

### **PSLB-8.2.5 Overhaul of material for bedding cradle and selected fill blanket**

**For this contract freehaul is not limited and no payment will be made for overhaul.**

#### **Additions to Scope of Works**

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

#### **Employer's objectives**

The employer's objectives are to deliver public infrastructure using labour intensive methods.

#### **Labour-intensive works**

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

#### **Labour Intensive Competencies of Supervisory and Management Staff**

Contractors having a CIDB contractor grading designation of 5GB/CE and higher shall engage, as far as is feasible, supervisory and management staff in labour intensive works who have relevant Labour Intensive Construction Qualifications or have relevant experience in Labour Intensive Construction.

The managing principal of the contractor, namely, a sole proprietor, the senior partner, the managing director or managing member of a close corporation, as relevant, having a contractor grading designation of 1GB/CE, 2GB/CE, 3GB/CE and 4GB/CE shall have, as far as is feasible, personally completed a relevant skills programme in Labour Intensive Construction or have relevant experience in Labour Intensive Construction. All other site supervisory staff in the employ of such contractors must, as far as is feasible, have completed a relevant skills programme in Labour Intensive Construction or have relevant experience in Labour Intensive Construction.

The Employer may set other conditions at their discretion which must be complied to when engaging Contractors who do not comply with is provision.

- 1 Employment of Unskilled and Semi-Skilled Workers in Labour-Intensive Works
  - 1.1 Requirements for the sourcing and engagement of labour.
    - 1.1.1 Unskilled and semi-skilled labour required for the execution of all labour intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.
    - 1.1.2 The rate of pay set for the SPWP is R ..... per task or per day. (Insert value determined by public body in terms of clause 2.2 of these Guidelines)
    - 1.1.3 Tasks established by the contractor must be such that:
      - a) the average worker completes 5 tasks per week in 40 hours or less; and
      - b) the weakest worker completes 5 tasks per week in 55 hours or less.
    - 1.1.4 The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 1.1.3.
    - 1.1.5 The Contractor shall, through all available community structures, inform the local community of the labour intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:
      - a) where the head of the household has less than a primary school education;
      - b) that have less than one full time person earning an income;

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c) where subsistence agriculture is the source of income.

d) those who are not in receipt of any social security pension income

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

a) 55% women;

b) 40% youth who are between the ages of 18 and 35; and

c) 2% on persons with disabilities.

1.2 Specific provisions pertaining to SANS 1914-5

1.2.1 Definitions

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

1.2.2 Contract participation goals

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

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

1.2.3 Terms and conditions for the engagement of targeted labour

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

1.2.4 Variations to SANS 1914-5

1.2.4.1 The definition for net amount shall be amended as follows: Financial value of the contract upon completion, exclusive of any value added tax or sales tax which the law requires the employer to pay the contractor.

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

1.3 Training of targeted labour

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

1.3.2 The cost of the formal training of targeted labour, will be funded by the provincial office of the Department of Labour. This training should take place as close to the project site as practically possible. The contractor, must access this training by informing the relevant provincial office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required. The employer must be furnished with a copy of this request.

1.3.3 A copy of this training request made by the contractor to the DOL provincial office must also be faxed to the EPWP Training Director in the Department of Public Works– Cinderella Makunike, Fax Number 012 328 6820 or email [cinderella.makunike@dpw.gov.za](mailto:cinderella.makunike@dpw.gov.za) Tel: 083 677 4026.

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

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

1.3.6 An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of 1.3.4 above.

1.3.7 Proof of compliance with the requirements of 1.3.2 to 1.3.6 must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

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**PCL: COMMUNITY LIAISON AND COMMUNITY RELATIONS**

**PCL 1 GENERAL**

The construction site is situated in a built-up area and the Contractor shall ensure the least possible disruption of movement of the public during construction. The Contractor shall be responsible for liaison with the Community Liaison Officer (CLO) in respect of construction activities next to private properties and entrances to properties. No separate payment will be made in this regard.

**PCL 2 PROJECT STEERING COMMITTEE (PSC)**

A Project Steering Committee (PSC) will be established for the project. The functions and powers of the PSC will be as approved by the Lepelle Nkumpi Local municipality.

In view of the Contract being executed in various Municipal Wards and to limit representation on the PSC, the PSC will consist of the local Ward Councillors and a total of three community representatives appointed by the Ward Councillors affected by the Works.

The Contractor will liaise with the CLO and Ward Councillors for the permanent appointment of local labour workforce for the duration of the Contract, irrelevant of the work being executed in various wards.

**PCL 3 COMMUNITY LIAISON OFFICER (CLO)**

A Community Liaison Officer (CLO) will be appointed by the Contractor only on instruction of the Employer. In the event of an appointment of a CLO, the contractor shall, however, accept the appointment as part of his management personnel.

**PCL 3.1 DUTIES OF THE CLO**

The CLO's duties will be the following:

- a. The CLO will liaise with the PSC for the permanent appointment of local labour workforce for the duration of the Contract, irrelevant of the work being executed in various wards.
- b. To be available on site daily between the hours of 07:15 and 10:30 and at other times as the need arises. His normal work day will extend from 07:15 in the morning until 16:45 in the afternoon inclusive of a thirty minute lunch interval.
- c. To determine, in consultation with the Contractor, the needs of the local labour for relevant technical training. He will be responsible for the identification of suitable trainees and will attend one of each of the training sessions.
- d. To communicate with the Contractor and the Engineer to determine the labour requirements with regard to numbers and skill, to identify possible labour disputes and to assist in their resolution.

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- e. To attend all meetings in which the community and/or labour is present or is required to be represented. In particular he will attend the first part of the monthly Site Meeting to report on local community labour involvement.
- f. To report to and liaise with the Project Steering Committee.
- g. To inform local labour of their conditions of employment and to inform local labourers as early as possible when their period of employment will be terminated.
- h. To ensure that all labourers who are involved in activities where tasks have been set are fully informed regarding the principle of task work.
- i. To attend disciplinary proceedings to ensure that hearings are fair and reasonable.
- j. To receive and attend to any complaints lodge by PSC and members of the community.
- k. To keep a daily written record of his interviews and community liaison.
- l. All such other duties as agreed upon between all parties concerned.
- m. To prevent any interference with any matter that is in conflict with the relevant contract as approved by the Local Municipality, that could have a direct influence on the technical specification or the conditions of contract as set out in the relevant contract documents.
- n. To ensure that no member of the PSC or any member of the community put any pressure on the consultant and/or the contractor involved to make any financial or other contribution to individuals or the community as a whole without the knowledge of the Lepelle Nkumpi Local municipality.

## **PCL 3.2 PAYMENT FOR THE CLO**

Remuneration of the CLO will be R4 500 per month unless otherwise ordered by the Engineer. A special item is incorporated in the Schedule of Quantities relating to payment of the CLO on a monthly basis.

The Contractor shall give to the CLO, at the earliest opportunity, written notice of the termination of the project, provided always that such notice shall not be less than one month.

## **PTR: TRAINING**

### **PTR 1 GENERAL**

Training needs will be determined during the construction period. The Community Liaison Officer (CLO) in consultation with the Project Steering Committee (PSC) and the Engineer will identify possible training needs. The training needs will be put before Lepelle Nkumpi Local Municipality and the Engineer for approval.

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Contractor

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Witness 2

Employer

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Witness 2

# LEPELLE-NKUMPI LOCAL MUNICIPALITY



CONTRACT NO. LNM002/2020/21

## APPOINTMENT OF CIVIL ENGINEERING CONSULTANT AND CONTRACTOR FOR THE UPGRADING OF INTERNAL STREET FROM GRAVEL TO TAR ZONE S WARD 16 (TURN-KEY CONTRACT)

### PART C4

### LOCALITY PLAN

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Contractor

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Witness 2

Employer

Witness 1

Witness 2