



## GA-SEGONYANA LOCAL MUNICIPALITY

### INVITATION TO BID (INFRASTRUCTURE DELIVERY)

(In terms of the Supply Chain Management Regulations (Government Gazette 27636 of 30 May 2005))

**BID NO: 04/2024-25**

**PANEL APPOINTMENT: APPOINTMENT OF CONTRACTORS FOR THE CONSTRUCTION OF RURAL SANITATION FOR A PERIOD OF 36 MONTHS**

**Closing Date and Time: Friday, 27 September 2024 at 12h00**

<b>NAME OF BIDDER:</b>		<b>Bidder VAT registered? – (Please tick appropriate box)</b>	
<b>GA-SEGONYANA LOCAL MUNICIPALITY SUPPLIER REGISTRATION NO:</b>		Yes	<input type="checkbox"/>
<b>CENTRAL SUPPLIER DATABASE (CSD) SUPPLIER NO:</b>		No	<input type="checkbox"/>
<b>TOTAL BID PRICE (INCL VAT): (Brought forward from Pricing Schedule MBD3)</b>	<b>R</b>		

Please note that it is compulsory for all service providers to complete the above required information.

**Local Municipality physical address:**

Corner Voortrekker & School Street  
KURUMAN  
8460

**Local Municipality contact details:**

Telephone no: 053 712 9344

**Local Municipality postal address:**

Private Bag X1522  
KURUMAN  
8460

**Bid contact details:**

Technical Enquiries: B Sechogela  
[www.ga-segonyana.gov.za](http://www.ga-segonyana.gov.za)

GA-SEGONYANA LOCAL MUNICIPALITY

Bid no	Description
04/2024-25	Panel Appointment: Appointment of Contractors for the Construction of Rural Sanitation for A Period of 36 Months

**SUMMARY FOR BID OPENING PURPOSES**

Name of bidder:	
Address:	
Telephone number:	
Fax number:	
E-mail address:	
Closing date:	Friday, 27 September 2024 at 12h00
Total bid price: (VAT Incl.)	R

(Amount brought forward from the Pricing Schedule **MBD3**) \*

**Signed by an authorized representative of the Bidder:**

Date	Signature

\* Should any discrepancy occur between this figure and that stated in the Pricing Schedule (**MBD3**, the latter shall take precedence and apply).

## **BID GENERAL DATA**

<b>Item</b>	<b>Description</b>
Bid no:	04/2024-25
Bid Description:	Panel Appointment: Appointment of Contractors for the Construction of Rural Sanitation for A Period of 36 Months
Bid type:	Infrastructure delivery
PPFA preferential points system:	80/20
CIDB minimum grade required:	7CE or Higher
Functionality evaluation bid:	Minimum functionality score of 75.00/ is required
Pre-qualifying criteria bid:	N/A
Local production bid:	N/A
Sub-contracting bid:	N/A
Project manager:	Technical Enquiries: G Monchwe at 053 712 9403
Department:	Technical Services
Advert date:	Friday, 24 August 2024
Bid document fee (VAT Incl.):	R2000.00 (at own cost if downloaded from the e-Tender Portal)
Bid document availability date and time:	Friday, 30 August 2024 at 08h00
Advert closing date and time:	Friday, 27 September 2024 at 12h00
Bid validity days:	90
Contact name and details:	SCM Enquiries: B Sechogela at 053 712 9344 / <a href="http://www.ga-segonyana.gov.za">www.ga-segonyana.gov.za</a>
Bid document pickup location:	Cashiers' office in the Finance Department
Bid document submission location:	Tender box situated in the foyer of Ga-Segonyana Local Municipality, Corner Voortrekker & School Street
Bid briefing details:	N/A

**FOR MORE INFORMATION PLEASE CONTACT:**

**Ga-Segonyana Local Municipality**

**Telephone number:**

053 712 9344/ 9403

**E-mail address:**

[www.ga-segonyana.gov.za](http://www.ga-segonyana.gov.za)

**Bid contact details**

**Name:**

SCM Enquiries: B Sechogela

Technical Enquiries: G. Monchwe

**Details:**

053 712 9344 / 053 712 9403

[www.ga-segonyana.gov.za](http://www.ga-segonyana.gov.za)

Municipal Manager

M. M. Tsatsimpe: 053 712 9301

Ga-Segonyana Local Municipality

Private Bag X1522

KURUMAN

8460

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## GA-SEGONYANA LOCAL MUNICIPALITY BID

**NO: 04/2024-25**

### **Panel Appointment: Appointment of Contractors for the Construction of Rural Sanitation for A Period of 36 Months**

## **PORTION 1: THE BID**

### **PART T1**

### Bid Procedures

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2





**Part T1: Very Important Notice on Evaluation:**

A bid not complying with the peremptory requirements stated hereunder will be regarded as not being an “Acceptable bid”, and as such will be rejected.

“Acceptable bid” means any bid which, in all respects, complies with the conditions of bid and specifications as set out in the bid documents, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related legislation as published in Government Gazette number 47452, dated 04 November 2022, in terms of which provision is made for this policy.

1. If a valid **Tax Clearance Certificate** and **SARS PIN** (or in the case of a joint venture, of all the partners in the joint venture) has not been submitted with the bid document on closing date of the bid.
2. If any pages have been removed from the bid document, and have therefore not been submitted, or a copy of the original bid document has been submitted. It is the responsibility of the contractor to ensure that all pages are printed when downloading the document from websites.
3. Failure to complete the schedule of quantities as required, i.e. only lump sums provided.
4. Scratching out, writing over or painting out rates, without initialing next to the amended rates or information, affecting the evaluation of the bid.
5. The use of correction fluid (i.e. tippex) or any erasable ink, e.g. Pencil.
6. Non-attendance of mandatory/compulsory:
  - o Information/Clarification meetings
7. **THE BID HAS NOT BEEN PROPERLY SIGNED BY A PARTY HAVING THE AUTHORITY TO DO SO ACCORDING TO THE EXAMPLE OF “AUTHORITY FOR SIGNATORY”**
8. No authority for signatory submitted – See example, where it is stated that a duly signed and dated original or certified copy of the company’s relevant resolution (for each specific bid) of their members or their board of directors, must be submitted T2 (T2.2.1).
9. The bid has been submitted either in the wrong bid box or after the relevant closing date and time.
10. If any municipal rates and taxes or municipal service charges owed by the bidder or any of its directors to the municipality, or any other municipal entity, are in arrears for more than three months. The bidder has failed to submit paid up letters or proofs from their Municipalities that they do not owe any rates or taxes.
11. The accounting officer must ensure that irrespective of the procurement process followed, no award may be given to a Person -
  - (a) who is in the service of the state, or.
  - (b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder, is a person in the service of the state; or.
  - (c) who is an advisor or consultant contracted with the municipality in respect of contract that would cause a conflict of interest.
12. Failure to provide:
  - (a) Written proof of registration with the CIDB, in an appropriate contractor grading designation **7CE or Higher or higher**, as required in the bid document.
13. Failure to attach a copy of a valid signed Joint Venture/Consortium agreement (if applicable) to the bid document.
14. If an Accredited Certified Copy or Original **BBBEE Certificate** by SANAS or IRBA accreditation has not been submitted with the bid document on closing date of the bid

**N.B – Bids containing any or more of the following errors or omissions will be deemed non responsive:**

1. Certified Copy of **Company Registration Certificate** from the Registrar of Companies.
2. Proof of shareholding documents
3. Proof of Banking Details and Bank Grading of C or higher. Certification from Bank to be submitted with Tender.
4. A Valid **Tax Clearance certificate** and **SARS PIN**. In the event of a JV, Tax Clearance, and SARS PIN for all parties
5. An Accredited Certified Copy or Original **BBBEE Certificate** by SANAS or IRBA accreditation
6. Recent statement as proof of payment of municipal services (rates and taxes) for both company and all directors of the company. Not older than three months

Proof of company addresses or lease agreements whichever applies obtainable from your local municipality, tribal authority, or landlord [Grab your reader’s attention with a great quote from the document or use this space to emphasise a key point. To place this text box anywhere on the page, just drag it.]

7.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



8. Proof of residence of all Directors as they appear on the company registration certificate obtainable from your local municipality or tribal authority.
9. Postal address and contact details.
10. Contact person for correspondence.
11. Attendance of Clarification Meeting
12. No Late Submissions after 12h00 on Friday, 27 September 2024
13. Written proof of Registration with the CIDB.
14. Valid JV Agreement if Tenderer is tendering as a Joint Venture.
15. In the case of a Joint Venture Agreement, it must be tender specific.
16. Changes and correction in the tender documents not signed by tenderer.
17. Non completion or partially completed form as under Part T2 – Returnable Documents.
18. Certified copies of identity documents (ID's) of all directors/members.
19. No copies of the certified copies will be accepted.
20. Proof of Company Registration on the Central Database (CSD) must be submitted. (Both JV Partners).

**NOTE:**

IN THIS DOCUMENT AND OTHER DOCUMENTS REFERRED TO BUT NOT ATTACHED, THE FOLLOWING WORDS ARE SYNONYMOUS WITH EACH OTHER.

1. CLIENT, EMPLOYER, GA-SEGONYANA LOCAL MUNICIPALITY.
2. BID, TENDER AND VARIATIONS THEREOFF
3. JOINT VENTURE / CONSORTIUM

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



SECTION T1.1 –BID ADVERT



**GA-SEGONYANA LOCAL MUNICIPALITY**  
**INVITATION FOR PROSPECTIVE BIDDERS**

**Prospective service providers with proven track records are invited to tender as follows:**

<b>Bid No.</b>	<b>Bid Description</b>	<b>CIDB Grading</b>	<b>Availability of Documents &amp; Non-Refundable Fee</b>	<b>Briefing / Site Inspection Date Time and Venue</b>	<b>Closing date</b>	<b>Points System</b>	<b>Contact Person for Technical Enquiries</b>
<b>04/2024-25</b>	Provision of Construction Services for Rural Sanitation Programme for a Period of Three Years	7CE or Higher	30 August 2024 from 08h00 for R2000.00	N/A	27 September 2024 at 12h00	80/20 OR 90/10	<b>SCM Enquiries:</b> B Sechogela at (053) 712 9344 / <b>Technical Enquiries:</b> G. Monchwe (053) 712 9403 www.ga-segonyana.gov.za

Minimum Specifications and other conditions are detailed in the bid documents. Bid documents with detailed bid specifications and detailed information are obtainable at the Cashiers office in the Finance Department (office hours: Monday to Friday 07h30 to 16h15) of the Ga-Segonyana Local Municipality, Corner Voortrekker & School Street. Alternatively, they can be downloaded for free from the E-tender portal.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Bids will be adjudicated according to the Ga-Segonyana Local Municipality's Supply Chain Management Policy, the Preferential Procurement Policy Framework Act (Act 5 of 2000) and the Preferential Procurement Regulations, 2022, as well as the Broad Based Black Economic Empowerment Act (Act 53 of 2003). The evaluation of this bid is based on the Preferential Procurement Point System stipulated in the bid document where a maximum of 80 points are scored for price and a maximum 20 points for achieving the specific BBBEE participation goals. A validity period of **90** calendar days is applicable for this bid. Sealed Bids and supporting documents clearly marked with the above reference and description must be placed in the Tender box situated in the foyer of Ga-Segonyana Local Municipality, Corner Voortrekker & School Street.

The submission of a valid up to date SARS tax clearance certificate / copy of the Tax Compliance reference pin issued by SARS are compulsory.

In terms of MFMA Circular No 81, issued by National Treasury, it is compulsory as from 1 July 2016 for all prospective service providers to Local Municipalities to be registered on the web based **Central Supplier Database (CSD)**. Bids received from service providers not registered on the **CSD** shall therefore be regarded as non-responsive and will not be further evaluated. Prospective service providers can utilize the following link to register on the **CSD**: [www.csd.gov.za](http://www.csd.gov.za).

The Ga-Segonyana Local Municipality does not bind itself to accept the lowest or any bid and the Local Municipality reserves the right to accept the whole or part of any bid and further reserves the right to re-advertise if it so wishes to.

Please note that late, electronic, couriered, postal or faxed bid documents will not be accepted.

**M. M. TSATSIMPE**

**Acting Municipal Manager**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



SECTION 07: BID NOTICE



**GA-SEGONYANA LOCAL MUNICIPALITY**

**TENDER NO: 04/2024-25**

Ga-Segonyana Local Municipality hereby invites registered, experienced, and suitably qualified service providers to submit bids for Panel Appointment: Appointment of Contractors for the Construction of Rural Sanitation for A Period of 36 Months.

The bid document with detailed specifications and detailed information are obtainable at the Cashiers office in the Finance Department during office hours (Monday to Friday 07h30 to 16h15) and e-Tender Portal [www.etender.gov.za](http://www.etender.gov.za) from 08h00 on Wednesday, 26 July 2023.

Bid briefing details:	
N/A	

<b>Tender closing:</b>	Friday, 27 September 2024
<b>Time:</b>	12h00
A non- refundable cash deposit fee of <b>R2000.00</b> is required on collection of the bid document. Free if bid document is downloaded from the e-Tender Portal	

**General Conditions of the bid**

1. The prices must be valid for at least 90 days after closing date.
2. Proof of payment must be attached to the Bid document (including bid documents downloaded from the e-Tender Portal website)
3. Bid prices must be inclusive of VAT.
4. A copy of the Tax Compliance Status reference PIN issued by SARS, to enable the municipality to verify the bidder's tax compliance must be supplied.
5. A certified copy of a B-BBEE Level Verification Certificate (only SANAS accredited, or Sworn Affidavit will be accepted)

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



6. The 80/20 principle will be applied, in terms of the Supply Chain Management Policy of Council when bids are evaluated which is available upon request.
7. The bidders are required to complete MBD forms (in case of Joint Venture agreement for both companies need to complete MBD forms separately)
8. The Ga-Segonyana Local Municipality does not bind itself to accept the lowest or any bid and the municipality reserves the right to accept the whole or part of any bid. No reasons for the acceptance or rejection of any bid will be given.
9. Bids will be adjudicated according to the Ga-Segonyana Local Municipality's Supply Chain Management Policy, the Preferential Procurement Policy Framework Act (Act of 2005) and the Preferential Procurement Regulations, 2022, as well as the Broad Base Black Economic Empowerment Act (Act 53 of 2003)
10. A copy of the company registration certificate (CK) obtainable from the Companies and Intellectual Property Commission must be attached.
11. Proof of Rates and Taxes or lease agreement obtainable from the relevant local authority for each Director/s of the Company as they appear on the Companies and Intellectual Property Commission (CIPC) registration certificate and Central Suppliers Database summary report (CSD)
12. If the business is operated from the residence of a director/s a certified affidavit must be submitted stating the address of the business premises. If the premises from where business is conducted or where a director is residing, is leased a copy of the leased agreement must be submitted.
13. Certified copies of identity documents (IDs) of all directors / members must be submitted.
14. No Copies of certified copies will be accepted.
15. In case of a Joint venture agreement, the agreement must be specific to this bid and not a generic / general agreement.
16. Recognizable proof of company addresses or lease agreement whichever applies obtainable from your local municipality, tribal office or landlord.
17. Proof of residence of all directors as they appear on the company registration certificate obtainable from your local municipality or tribal authority.

**The Bid document and supporting documentation must be enclosed in an envelope clearly endorsed with the Bid number and Description (04/2024-25 - Panel Appointment: Appointment of Contractors for the Construction of Rural Sanitation for A Period of 36 Months). The Bid document is to be placed in Tender box situated in the foyer of Ga-Segonyana Local Municipality, Corner Voortrekker & School Street not later than the prescribed time and date when Bids will be opened in public. The Bid will be evaluated and adjudicated in accordance with the Ga-Segonyana Local Municipality's Supply Chain Management Policy, Preferential Procurement Policy Framework Act No 5 of 2000 using 80/20 points system. The validity period of this Bid is 90 days.**

**NOTE:**

- **The Municipality is not bound to accept the lowest or any bid and reserve its rights in this regard.**
- **Please note that late, electronic, couriered, posted or faxed Bid documents will not be accepted.**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**SECTION T1.3 - INVITATION TO BID (MBD1)**

**PART A**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE GA-SEGONYANA LOCAL MUNICIPALITY</b>					
BID NUMBER:	04/2024-25	CLOSING DATE:	Friday, 27 September 2024	CLOSING TIME:	12h00
DESCRIPTION	Panel Appointment: Appointment of Contractors for the Construction of Rural Sanitation for A Period of 36 Months				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					

Bids must be properly received and deposited in the Tender box situated in the foyer of Ga-Segonyana Local Municipality, Corner Voortrekker & School Street on or before **12h00 on Friday, 27 September 2024** at which time the bids will be opened in public. Bid offers must be submitted in a sealed envelope properly marked in terms of the **bid number (04/2024-25)** and bid description (Provision of Construction Services for Rural Sanitation Programme for a Period of Three Years). No bid offers will be accepted via e-mail, facsimile (fax) or telegram. **NO LATE BIDS WILL BE ACCEPTED.**

<b>SUPPLIER INFORMATION</b>			
NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE		NUMBER
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE		NUMBER
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
TAX COMPLIANCE STATUS	TCS PIN:		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
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>			
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			

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Finance	CONTACT PERSON	Technical Enquiries: G Monchwe ( <b>PMU Manager</b> )
CONTACT PERSON	SCM Manager	TELEPHONE NUMBER	053 712 9403 / <a href="http://www.ga-segonyana.gov.za">www.ga-segonyana.gov.za</a>
TELEPHONE NUMBER	053 712 9344	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	<a href="mailto:gmonchwe@ga-segonyana.gov.za">gmonchwe@ga-segonyana.gov.za</a>
E-MAIL ADDRESS	<a href="mailto:tumis@ga-segonyana.gov.za">tumis@ga-segonyana.gov.za</a>		

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2





**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. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE</b> 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
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 <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a> . 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.
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>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.</b>

**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



## GA-SEGONYANA LOCAL MUNICIPALITY

**BID NO: 04/2024-25**

### **Panel Appointment: Appointment of Contractors for the Construction of Rural Sanitation for A Period of 36 Months**

#### *BID DATA*

The conditions of bid are the Standard Conditions of Tender as contained in Annex F of the Construction Industry Development Board's Board Notice 12 of 2009 (contained in Government Gazette No. 31823 of 30 January 2009), bound into section T1.6.

The Standard Conditions of Tender makes several references to the bid data. The bid 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	Addition or Variation to Standard Conditions of Tender
1.1	The Employer is GA-SEGONYANA LOCAL MUNICIPALITY.
1.2	The Bid documents issued by the employer comprise one volume.
1.3	Replace the 2 <sup>nd</sup> paragraph of the clause with the following:  These Conditions of Bid, the Bid Data, List of Returnable Documents and Returnable Schedules which are required for bid evaluation purposes, shall form part of the Contract arising from the invitation to bid.
1.4	The Employer's agent is (also known as the Engineer): Name: Refine Project Managers (Pty) Ltd Address: Private Bag X 2230 MAHIKENG 2745  Contact person: Mr. Gxekwa Tel: (060) 663 4774 Fax: (087) 809 5604 E-mail: info@refinepm.co.za

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Clause	Addition or Variation to Standard Conditions of Tender
2.1	<p>Only those bidders who are registered with the CIDB at the time of closing of bids, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 7CE or Higher or higher class of construction work, are eligible to have their bids evaluated.</p> <p>Joint ventures are eligible to submit bids provided that:</p> <ol style="list-style-type: none"> <li>1. every member of the joint venture is registered with the CIDB.</li> <li>2. the lead partner has a contractor grading designation of contractor grading designation 7CE or Higher or higher class of construction work; and</li> <li>3. 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 7CE or Higher or higher class of construction work.</li> </ol>
2.2	<p>Add the following to the clause:</p> <p>Accept that the Employer will not compensate the bidder for any costs incurred in attending interviews in the office of the employer or the employer's agent (if required).</p>
2.7	<p>Bid documents will not be made available at the site visit or clarification meeting. Details relating to the collection of bid documents is indicated in the Bid Notice and Invitation to Bid (Section T1.3 of the document)</p>
2.10.5	<p>Add the following to the clause:</p> <p>A digital copy of the Schedule of Rates can be obtained from the Client's agent at the office of the Engineer upon sufficient notice.</p>
2.11	<p>Add the following to the clause:</p> <p>To correct errors made, draw a line through the incorrect entry and write the correct entry above in black ink and place the full signatures of the authorized signatories next to the correct entry.</p>
2.12.1	<p>Add the following to the clause:</p> <p>All alternative bid offers shall be referred to in Section T2.2.6 – Amendment or Qualifications by the Bidder.</p>
2.12.2	<p>Should the Bidder wish to offer alternative designs and/or construction materials, he shall include with this Bid full details thereof, including a complete Schedule of</p>

Contractor

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Clause	Addition or Variation to Standard Conditions of Tender
	<p>Rates, formal design calculations, and full details of all alternative components proposed to be included in the Works. Refer also to the Contract Data in this regard.</p> <p>Failure to properly comply with this clause, thereby preventing the Employer and/or the Engineer to properly assess the full implications of the alternative bid, is likely to disqualify the alternative offered from further consideration.</p> <p>No submission by the Contractor after award for additional payment or time for completion of Works relating to the alternative offer will be considered, the tendered rates submitted shall be considered to reflect the full and final cost implications of the alternative offer.</p>
2.13	<p>Add the following to the clause:</p> <p>No claim will be entertained for faults in the bid price resulting from any discrepancies, omissions, or indistinct figures.</p>
2.13.2	<p>Replace the contents of the clause with the following:</p> <p>Each bidder is required to return the complete set of documents as listed in the bid data with all the required information supplied and completed in all respects.</p>
2.13.3	<p>No copies of the bid offer are required.</p>
2.13.4	<p>Add the following to the clause:</p> <p>Only authorized signatories may sign the original and all copies of the bid offer where required in terms of 2.13.3.</p>
2.13.5	<p>The Employer's address for delivery of bid offers and identification details to be shown on each bid offer package are:</p> <p>Tender box location : Ga-Segonyana Local Municipality            Physical address : Corner Voortrekker &amp; School Street KURUMAN,            8460</p> <p>Identification details : Provision of Construction Services for Rural Sanitation Programme for a Period of Three Years</p> <p>The name and address of the bid shall be entered on the back of the envelope.</p>
2.13.6	<p>A two-envelope procedure will not be followed.</p>
2.13.9	<p>Add the following to the clause:</p> <p>Accept that all conditions, which are printed or written upon any stationary used by the Bidder for the purpose of or in connection with the submission of a bid offer</p>

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Clause	Addition or Variation to Standard Conditions of Tender
	for this Contract, which are in conflict with the conditions laid down in this document shall be waived, renounced and abandoned.
2.14	<p>Add the following to the clause:</p> <p>The Bidder is required to enter information in the following sections of the document:</p> <p>Section T2.2 : Returnable Schedules</p> <p>Section C1.1 : Form of Offer and Acceptance</p> <p>Section C1.2 : Contract Data (Part 2)</p> <p>Section C2.2 : Bill of Quantities</p> <p>The above sections shall be signed by the Bidder (and witnesses where required). Individual pages should only be initialed by the successful Bidder and by the witnesses after acceptance by the Employer of the Bid Offer.</p> <p>The Bidder shall complete and sign the Form of Offer (Section C1.1) prior to the submission of a Bid Offer.</p> <p>The Schedule of Deviations (if applicable) shall be signed by the successful Bidder after acceptance by the Employer of the Bid Offer.</p> <p>Accept that failure on the part of the Bidder to submit any one of the Returnable Documents listed in clause 2.23 within the period stipulated, shall be just cause for the Employer to consider the bid offer as being regarded as non-responsive.</p> <p>Accept that the Employer shall in the evaluation of bid offers take due account of the Bidder's past performance in the execution of similar engineering works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the contract period. Satisfy the Employer and the Engineer as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, and furnish details in section T2.2.2 of contracts of a similar nature and magnitude which they have successfully executed in the past.</p> <p>Accept that the Employer is restricted in accordance with clause 4. (4) of the Construction Regulations, 2003, to only appoint a contractor whom he is satisfied has the necessary competencies and resources to carry out the work safely. Accept that submitting inferior and inadequate information relating to health and safety (as required in clause 2.23) shall be regarded as justifiable and compelling reasons not to accept the Bid Offer of the Bidder scoring the highest number of bid evaluation points. <b>The Employer may appoint more than one Service</b></p>

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Clause	Addition or Variation to Standard Conditions of Tender
	<b>Provider in this Programme.</b>
2.15.1	<p>The closing time and location for the submission of bid offers are:</p> <p>Time: <b>Friday, 27 September 2024 at 12h00</b></p> <p>Location: Tender box situated in the foyer of Ga-Segonyana Local Municipality, Corner Voortrekker &amp; School Street</p>
2.16.1	The bid offer validity period is 90 days.
2.16.1	<p>Add the following to the clause:</p> <p>If the bid validity expires on a Saturday, Sunday or public holiday, the bid shall remain valid and open for acceptance until the closure of business on the following working day.</p>
2.16.3	<p>Add the following new clause:</p> <p>Accept that should the Bidder unilaterally withdraw his bid during this period, the Employer shall, without prejudice to any other rights he may have, be entitled to accept any less favorable bid for the Works from those received, or to call for fresh bids, or to otherwise arrange for execution of the Works, and the Bidder shall pay on demand any additional expense incurred by the Employer on account of the adoption of the said courses, as well as either the difference in cost between the bid withdrawn (as corrected in terms of clause 3.9 of the Conditions of Bid) and any less favorable bid accepted by the Employer, or the difference between the bid withdrawn (as corrected) and the cost of execution of the Works by the Employer as well as any other amounts the Employer may have to pay to have the Works completed.</p>
2.18.1	<p>Add the following to the clause:</p> <p>Accept that if requested, the Bidder shall, within 7 days of the date upon which he is requested to do so, submit a full report from his banker as to his financial standing. The Employer may, in its discretion, and subject to the provisions of Section 4(1)(d) of the State Tender Board Act 86 of 1968, condone any failure to comply with the foregoing condition.</p> <p>Accept that the Employer or his agent, reserves the right to approach the Bidder's banker or guarantor(s) as indicated in the bid document, or the bankers of each of the individual members of any joint venture that is constituted for purposes of this Contract, with a view to ascertaining whether the required guarantee will be furnished, and for purposes of ascertaining the financial strength of the Bidder or</p>

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Clause	Addition or Variation to Standard Conditions of Tender
	of the individual member of such venture.
2.22	Return all retained bid documents prior to the closing time for the submission of Bid Offers.
2.23	<p>The following certificates / information are to be provided with the bid offer:</p> <ul style="list-style-type: none"> <li>a. A valid Tax Clearance Certificate and SARS PIN issued by South Africa Revenue Services. In terms of Joint Ventures, original valid tax clearance certificates and SARS PIN must be submitted by each joint venture partner,</li> <li>b. An Accredited Certified Copy or Original BBBEE Certificate by SANAS or IRBA accreditation,</li> <li>c. Recent statement as proof of payment of municipal services (rates and taxes) for both company and all directors of the company. Not older than three months,</li> <li>d. Certified copy of Certificate of Incorporation (if bidder is a Company),</li> <li>e. Certified copy of Founding Statement (if bidder is a Closed Corporation),</li> <li>f. Certified copy of Partnership Agreement (if bidder is a Partnership),</li> <li>g. Proof of company address or lease agreement whichever applies obtainable from your local municipality, tribal authority or landlord,</li> <li>h. Proof of residence of all directors as they appear on the company registration certificate, obtainable from your local municipality or tribal authority,</li> <li>i. Certified copies of Identity Documents (ID's) of all directors/members,</li> <li>j. Joint Venture Agreement, bid specific (if bidder is a Joint Venture),</li> <li>k. Proof of Company Registration on Central Supplier Database (CSD),</li> <li>l. CIDB registration certificate in the grading designation stipulated in clause 2.1 above,</li> <li>m. Certified copy of a Workmen's Compensation Certificate, Act 4 of 2002,</li> <li>n. Proof of bank rating from bidder's bank. Grading of C or higher.</li> </ul> <p style="text-align: center;"><b>NOTE: No copies of certified copies will be accepted.            All the above to be submitted with Bid.            Courier or emailed forms will not be accepted</b></p>
3.1	<p>Replace the contents of the clause with the following:</p> <p>Respond, to a request for clarification received in accordance with clause 2.8, within 7 days prior to the closing time stated in clause 2.15 and notify all bidders who drew procurement documents.</p>
3.4	Bids will be opened immediately after the closing time for bids, at the same venue.

Contractor      Witness 1      Witness 2      Employer      Witness 1      Witness 2



Clause	Addition or Variation to Standard Conditions of Tender
3.5	A two-envelope procedure will not be followed.
3.8.1	<p>Add the following to the clause:</p> <p>Failure on the part of the Bidder to submit any one of the returnable documents or certificates listed in clause 2.23 within the period stipulated shall be just cause for the Employer to consider the bid offer as being non-responsive.</p>
3.9.1	<p>Replace the contents of the clause with the following:</p> <p>Check responsive bid offers for arithmetical errors, correcting them in the following manner:</p> <p>a) If a Schedule of Rates (or schedule of quantities or schedule of rates) applies and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the unit rate shall govern and the line-item total shall be corrected.</p> <p>b) Where there is an error in the total of the prices, either because of other corrections required by this checking process or in the bidder's addition of prices, the corrected total of the prices shall govern.</p> <p>c) Where there is a discrepancy between the amount indicated in the Bidder's bid offer and the corrected amount obtained after completing the above steps, the corrected amount shall govern.</p>
3.11.1	<p>Method 2 will be used to evaluate all responsive bid offers, where the value for <math>W_1</math> is:</p> <p>90 where the financial value inclusive of VAT of all responsive bids received have a value above R50 million; or</p> <p>80 where the financial value inclusive of VAT of one or more responsive bid offers is equal to or above R30 000 and up to R50 million.</p>
3.11.6	The financial offer will be scored in terms of formula 2 option 1 of the Standard Conditions of Bid (Section T1.5 of the document).
3.11.7	<p>Add the following new clause: Scoring preference</p> <p>Up to <math>(100-W_1)</math> bid evaluation points (<math>W_p</math>) will be awarded to bidders who complete the preferencing schedule (bound into Section T2.2.15) and who are found to be eligible for the preference claimed. Refer to the Employer's Supply Chain Management Policy (Section C6.1).</p>

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Clause	Addition or Variation to Standard Conditions of Tender
3.12	Replace the contents of the clause with the following:  If requested by any Bidder, submit for the Bidders' information the policies or certificates of insurance (or both) which the conditions of contract identified in the Contract Data require the Employer to provide.
3.13.1	A Bid offer will only be accepted on condition that such acceptance is not prohibited in terms of clause 44 of the Municipal Supply Chain Management Regulations published in terms of the Municipal Finance Management Act, 2003.
3.14	Replace the contents of the clause with the following:  Notice of non-acceptance of bid will not be sent to individual unsuccessful bidders. Particulars of the accepted bid can be obtained from the Engineer.
3.18	The successful bidder/s shall receive one copy of the signed contract.

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## **SECTION T1.5 – BID EVALUATION CRITERIA**

### **1. Bid to be evaluated on Functionality (Regulation 5 of the Preferential Procurement Regulations 2022)**

This bid will be evaluated on functionality in terms of section 5 of the Preferential Procurement Regulations (2022). The evaluation criteria for measuring functionality is objective. The minimum qualifying score for functionality on this bid is 45.00/60.00. A bid that fails to obtain the minimum qualifying score for functionality will be regarded as non-responsive. All bids that obtain the minimum qualifying score for functionality shall be evaluated further in terms of price and the preference point system. The evaluation criteria for measuring functionality and the points for each criterion and each sub criterion are listed below:

No	Functionality criteria	Sub score weight	Main score weight	Reference
01	<b>EXPERIENCE AND QUALITY ON SIMILAR PROJECTS</b> Previous work done with a similar nature: References to be phoned for projects listed of the same nature. <b>Completion certificates should be attached to earn points.</b>		15.00	
	01.01 Five Projects and more	15.00		
	01.02 Four Projects	13.00		
	01.03 Three Projects	10.00		
	01.04 Two Projects	5.00		
	01.05 One project	2.00		
	01.06 No projects	0.00		
02	<b>BANK RATING</b> <b>Certificate indicating grading to be submitted from Bidders' Bank to be attached</b>		15.00	
	02.01 Grade A	15.00		
	02.02 Grade B	13.00		
	02.03 Grade C	11.00		
03	<b>EXPERIENCE OF PROPOSED CONSTRUCTION SITE SUPERVISOR</b> (Cumulative score) <b>A comprehensive CV of the proposed site construction supervisor (with contactable references) must accompany the tender submissions</b>		10.00	
	03.01 Award 5 points for an acceptable CV content and positive feedback from references	5.00		
	03.02 Award 3 points for the qualification of the supervisor with National Diploma or higher	3.00		
	03.03 Award 2 points if the supervisor was involved in similar projects, at least three, at supervisory level.	2.00		

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No		Functionality criteria	Sub score weight	Main score weight	Reference
04		<b>PLANT AVAILABILITY</b> List of basic plant available must consist of the following (cumulative scoring): 1(No) 20 Ton Excavator 1(No) 6m3 tipper truck 1(No) Crane Truck 2(No) TLB 1(No) LDV vehicle		10.00	
	04.01	1 x 20 Ton Excavator present	2.00		
	04.02	1 x 6m3 tipper truck present	2.00		
	04.03	1 x Crane Truck present	2.00		
	04.04	2 x TLB present	3.00		
	04.05	1 x LDV vehicle present	1.00		
05		<b>OWNERSHIP OF PLANT</b> List of basic plant available must consist of the following: 1(No) 20 Ton Excavator 1(No) 6m3 tipper truck 1(No) Crane Truck 2(No) TLB 1(No) LDV vehicle		10.00	
	05.01	Owned by contractor	8.00		
	05.02	Plant hired by the contractor	6.00		
<b>TOTAL SCORE</b>				<b>60.00</b>	

**2. Preference points system for acquisition of goods or services (Regulation 6 of the Preferential Procurement Regulations 2022)**

The evaluation of this bid is based on the Preferential Procurement Point System stipulated in the bid document where a maximum of 80 points are scored for price and a maximum 20 points for achieving the specific participation goals.

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## Ga-Segonyana Local Municipality

### Contract No: 04/2024-25

#### Panel Appointment: Appointment of Contractors for the Construction of Rural Sanitation for A Period of 36 Months

#### STANDARD CONDITIONS OF TENDER

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These standard conditions of tender are identical to those published in Annex F of the Construction Industry Development Board's Board Notice 86 of 2010.

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## Ga-Segonyana Local Municipality

**Contract No: 04/2024-25**

Panel Appointment: Appointment of Contractors for the Construction of Rural Sanitation  
for A Period of 36 Months

### *STANDARD CONDITIONS OF TENDER*

#### 1. GENERAL

##### 1.1 Actions

1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of the tender. In their dealings with each other, they shall discharge their duties and obligations as set out in Section 2 and Section 3, timeously and with integrity, and behave equitably, honestly, and transparently, comply with all legal obligations, and not engage in anti-competitive practices.

1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

The employer shall not seek, and a tenderer shall not submit a tender without having a firm

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intention and the capacity to proceed with the contract.

## 1.2 Tender Documents

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

## 1.3 Interpretation

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.

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.

1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially.
  - ii) an individual or organization is able to exploit a professional or official capacity in some way for their personal or corporate benefit; or
  - iii) Incompatibility or contradictory interests exist between an employee and the organization which employs that employee.
- b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration to enable comparisons to be made between offers on a comparative basis.
- c) **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
- d) **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

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- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) **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.

#### 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 readily read, copied and recorded. Communications 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.

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

- 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.
- 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.

## 2. TENDERER'S OBLIGATIONS

### 2.1 Eligibility

- 2.1.1 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.
- 2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

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## 2.2 Cost of tendering

Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.

## 2.3 Check documents.

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

## 2.4 Confidentiality and copyright of documents

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

## 2.5 Reference documents

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.

## 2.6 Acknowledge addenda.

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

## 2.7 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(s) are stated in the tender data.

## 2.8 Seek clarification.

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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.

## 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.

## 2.10 Pricing the tender offer

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.

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

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.

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.

## 2.11 Alterations to documents

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.

## 2.12 Alternative tender offers

2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in

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the tender data or criteria otherwise acceptable to the employer.

## 2.13 Submitting a tender offer

- 2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture 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.
- 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 legibly in non-erasable ink.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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

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as stated,.

2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

**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.

**2.15** Closing time

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. Accept that proof of posting shall not be accepted as proof of delivery.

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.

2.15.3 Tender submitted after closing on **Friday, 27 September 2024 at 12h00** late submissions will not be considered.

**2.16** Tender offer validity

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.

2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of 2.13 with the packages clearly marked as "SUBSTITUTE".

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**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 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.

**2.18** Provide other material.

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 may regard the tender offer as non-responsive.

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

**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.

**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.

**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.

**2.22** Return of other tender documents

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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.

### 2.23 Certificates

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

## 3. THE EMPLOYER'S UNDERTAKINGS

### 3.1 Respond to requests from the tenderer.

3.1.1 Unless otherwise stated in the tender Data, 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.

3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if consequently:

- a) an individual firm, or a joint venture, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements.
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

### 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 three 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.

### 3.3 Return late tender offers.

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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.

### 3.4 Opening of tender submissions

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.

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

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

### 3.5 Two-envelope system

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.

3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advise 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.

### 3.6 Non-disclosure

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.

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### 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.

### 3.8 Test for responsiveness.

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.

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) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly 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.

### 3.9 Arithmetical errors, omissions, and discrepancies

3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

3.9.2 Check the highest ranked tender or tenderer with the highest number of tender

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evaluation points after the evaluation of tender offers in accordance with 3.11 for.

- a) the gross misplacement of the decimal point in any unit rate.
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
  - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
  - ii) the summation of the prices.

3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line-item total shall govern, and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either because 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.

### 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.

### 3.11 Evaluation of tender offers

#### 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 them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

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### 3.11.2 Method 1: Financial offer

In the case of a financial offer:

- a) Rank tender offers from the most favorable to the least favorable comparative offer.
- b) Recommend the highest ranked tenderer for the award of the contract unless there are compelling and justifiable reasons not to do so.
- c) Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

### 3.11.3 Method 2: Financial offer and preference In the case of a financial offer and preferences:

In the case of a financial offer and preferences:

- a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of 3.11.7 and 3.11.8.
- b) Calculate the total number of tender evaluation points ( $T_{EV}$ ) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_p$$

where:  $N_{FO}$  is the number of tender evaluation points awarded for the financial offer made in accordance with 3.11.7; and  
 $N_p$  is the number of tender evaluation points awarded for preferences claimed in accordance with 3.11.8.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set

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out in this subclause is repeated.

### 3.11.4 Method 3: Financial offer and quality

In the case of a financial offer and quality:

- a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of 3.11.7 and 3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points ( $T_{EV}$ ) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_q$$

where:  $N_{FO}$  is the number of tender evaluation points awarded for the financial offer made in accordance with 3.11.7; and

$N_q$  is the number of tender evaluation points awarded for quality offered in accordance with 3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) 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.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

### 3.11.5 Method 4: Financial offer, quality and preferences

In the case of a financial offer, quality and preferences:

- a) Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of 3.11.7 to 3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points ( $T_{EV}$ ) in accordance with the

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following formula, unless otherwise stated in the Tender Data:

$$T_{EV} = N_{FO} + N_p + N_q$$

where:  $N_{FO}$  is the number of tender evaluation points awarded for the financial offer made in accordance with 3.11.7.

$N_p$  is the number of tender evaluation points awarded for preferences claimed in accordance with 3.11.8; and

$N_q$  is the number of tender evaluation points awarded for quality offered in accordance with 3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

### 3.11.6 Decimal places

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

### 3.11.7 Scoring Financial Offers

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

$$N_{FO} = W_1 \times A$$

Where:  $N_{FO}$  is the number of tender evaluation points awarded for the financial offer; and  
 $W_1$  is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the tender data; and  
 $A$  is the number calculated using the formula and option described in table 1 as stated in the tender data.

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Table 1 – Formula for calculating the value of  $A^a$

Formula	Basis for comparison	Option 1 <sup>a</sup>	Option 2 <sup>a</sup>
1	Highest price or discount	$A = \left( 1 + \frac{(P - P_m)}{P_m} \right)$	$A = P/P_m$
2	Lowest price or percentage commission/fee	$A = \left( 1 - \frac{(P - P_m)}{P_m} \right)$	$A = P_m/P$
<sup>a</sup> $P_m$ is the comparative offer of the most favourable comparative offer. $P$ is the comparative offer of the tender offer under consideration.			

### 3.11.8 Scoring preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences. Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

### 3.11.9 Scoring quality

Score each of the criteria and sub criteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

$$N_Q = W_2 \times S_Q / M_s$$

where:  $S_Q$  is the score for quality allocated to the submission under consideration; and  
 $M_s$  is the maximum possible score for quality in respect of a submission; and  
 $W_2$  is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data.

### 3.12 Insurance provided by the employer.

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.

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**3.13** Acceptance of tender offer

Accept the tender offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

**3.14** Prepare contract documents.

3.14.1 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, and
- c) other revisions agreed between the employer and the successful tenderer.

3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

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**3.15** Complete adjudicator's contract

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

**3.16** Notice to unsuccessful tenderers.

3.16.1 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.

3.16.2 The successful tenderer will be notified of the employer's acceptance of the tender, the other unsuccessful tenderers can visit the website of Ga-Segonyana Local Municipality where the notification will be posted.

**3.17** Provide copies of the contracts

3.17.1 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.

**3.18** Provide written reasons for actions taken.

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions offender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

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## Ga-Segonyana Local Municipality

### Contract No: 04/2024-25

Panel Appointment: Appointment of Contractors for the Construction of Rural Sanitation  
for A Period of 36 Months

#### *SPECIAL CONDITIONS OF CONTRACT*

1. The submitted Bids will be evaluated on Eligibility, Functionality and Price.
2. Tenderers will be ranked based on their score obtained under the Functionality criteria (Section T1.5) and whether they meet the minimum requirements for the Eligibility Criteria's (Section T2).
3. A further evaluation of the tender will be conducted based on the following pricing criteria's:
  - 3.1 Arithmetical errors, omissions, and discrepancies in terms of Clause 3.9.1
  - 3.2 Scoring of the Financial Offer: Formula 2 Option 1<sup>a</sup> of the Standard Conditions of Bid
  - 3.3 Ranking of tenderers based on Method 4: Financial Offer, quality (functionality) and Preferences (80/20)
4. From the ranked tenderers, a minimum of one (1) and a maximum of three (3) tenderers will be recommended for appointment on the programme, here forth referred to as Contractors.
5. To ensure projects are allocated fairly and equally amongst the appointed Contractors, the Client will sub-divide their area of jurisdiction into the same number of appointed Contractors. One Contractor will be designated to a sub-division and will be responsible for the implementation of projects within that sub-division based on their tendered rates (Section C2).
6. A Service Level Agreement (SLA) will be signed, each financial year, by each of the Contractors in which the sub-divisions will be clearly defined.
7. Several Projects will be implemented per sub-divisions. A Memorandum of Understanding (MOU) will be countersigned by the Client, Consultant and the Contractor defining the Scope of Works (SoW), construction period and allocated budget for each Project to be implemented.

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8. Hereafter the site procedures as per the GCC 2015, 3<sup>rd</sup> edition, will commence.
9. Contractors will be measured based on their continues performance on the implementation of Projects. The following will apply to all Contractors:
- 9.1 A Contractor cannot be allocated more than three (3) projects in one financial year. In the case that one Contractor were allocated three (3) projects within a specific financial year, and a fourth project must be allocated within that sub-division, the Contractor will be provided 14 days to complete one (1) of the previous three (3) allocated projects up to Practical Completion stage. If the Contractor will not be able to complete one (1) of the previous three (3) allocated projects within the 14-day period, a Contractor from a different sub- division can be appointed to implement the project given that this Contractor also adheres to this clause. Only in the event of non-performance Clause 9.2, Clause 9.3 or if all the Contractors already have three (3) active projects, a fourth. (4) or more projects may then be allocated to a Contractor within a sub-division.
- 9.2 A Contractor that has been awarded a project and is failing to complete the project without compelling and justifiable reasons for delay, will be notified in writing by the Employer that no new projects will be allocated to that Contractor before that current active project has not been completed up to Practical Completion stage. In this case the Client will have the right to appoint a Contractor from a different sub-division to implement the project given that this Contractor can adhere to clause 9.1.
- 9.3 If a Contractor has more than three (3) projects that the Contractor received correspondence in terms of Cluse 9.2 and is failing to complete without compelling and justifiable reasons for delay, he will be notified in writing by the Client that no new projects will be allocated to that Contractor for the remainder of the programme (regardless if the failure to complete projects occurred in year one (1), two (2) or three (3) of the programme).

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## GA-SEGONYANA LOCAL MUNICIPALITY

**BID NO: 04/2024-25**

**Panel Appointment: Appointment of Contractors for the  
Construction of Rural Sanitation for A Period of 36 Months**

### **PORTION 1: THE BID**

### **PART T2**

### **Returnable Documents**

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**BID NO: 04/2024-25**

**Section T2.1 LIST OF RETURNABLE DOCUMENTS**

**T2.1.1 Returnable Schedules required for bid evaluation purposes.**

Bidders must complete these forms and/ or submit them with the bid documents.

- Documentary proof of registration of the company
- Proof of shareholding documents
- Proof of Banking Details and Bank Grading of C or Higher. Certification from Bank to be submitted with Bid.
- BBBEE certificate if registered.
- Proof of physical address
- Certificate of Authority for Signatory (also submit for joint ventures where applicable)
- Compulsory Enterprise Declaration Questionnaire
- Record of Addenda to Bid Documents
- Proposed Amendments and Qualifications
- Schedule of Plant and Equipment
- Schedule of the Bidder's Experience
- Previous Works carried out
- CIDB Registration Certificate
- Schedule for Labour Content

**T2.1.2 Other Documents required for bid evaluation purposes.**

- Tax Clearance Certificate issued by South African Revenue Services and SARS PIN (**valid**)
- An Accredited certified copy or original BBBEE Certificate by SANAS or IRBA accredited.
- Contract Participation Goal
- Schedule of Subcontractors
- Form of Bid
- Appendix to Form of Bid
- Financial References
- Preferencing Schedules
- Declaration of Interest
- Declaration of Bidders Past Supply Chain Management Practices
- Proof of company address or lease agreement whichever applies obtainable from your local municipality, tribal authority or landlord.
- Proof of residence of all directors as they appear on the company registration certificate obtainable from your local municipality or tribal authority.
- Recent statement as proof of payment of municipal services (rates and taxes) for both company and all directors of the company. Not older than three months
- Certified copies of identity documents (ID's) of all directors/members
- Joint Venture Agreement. Must be bid specific.
- Proof of company registration on Central Supplier Database (CSD)

**T2.1.3 Returnable Schedules that will be incorporated into the contract.**

- Record of Addenda to Bid Documents
- Preferencing Schedules
- BBBEE level of contribution
- CIDB Registration
- Tax Clearance Certificate issued by South African Revenue Services (**original valid**)
- Form of Bid

**T2.1.4 Other Documents that will be incorporated into the contract.**

- Appendix to form of Bid.
- General Conditions of Contract 2015

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- Project Specifications as issued by the Employer's Agent
- Drawings as issued by Employer's Agent
- C1.1 Agreements
- C1.2 Contract Data
- C2.2 Bills of Quantities
- C6.1 Supply Chain Management Policy

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Witness 2



## Section T2.2 Returnable Schedules

**BIDDERS ARE INSTRUCTED TO COMPLETE ALL THE SCHEDULES ATTACHED  
HEREIN. FAILURE TO COMPLETE ANY OF THE SCHEDULES WILL RESULT IN  
AUTOMATIC DISQUALIFICATION OF THE BID AS THE BID WILL BE CONSIDERED NOT  
RESPONSIVE. IF THE SCHEDULE IS NOT APPLICABLE BIDDERS ARE INSTRUCTED  
TO INDICATE NOT APPLICABLE AND SIGN THE SCHEDULE.**

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T.2.2.1

JUNE 2020



	Description	Compulsory	Tick
T2.2.1	Authority for Signatory	Yes	
T2.2.2	Certificate of Authority for Joint Venture	Yes	
T2.2.3	Schedule of Construction Plant	Yes	
T2.2.4	Schedule of Work Carried Out by Bidder	Yes	
T2.2.5	Present Commitments	Yes	
T2.2.6	Amendment or Qualifications by the Bidder	Yes	
T2.2.7	Schedule of Proposed Subcontractors	Yes	
T2.2.8	Estimated Monthly Expenditure	Yes	
T2.2.9	Details of Proposed Structured Training Programme	Yes	
T2.2.10	Labor Utilization	Yes	
T2.2.11	Supervisory and Safety Personnel	Yes	
T2.2.12	Compliance with OHSA (Act 85 of 1993)	Yes	
T2.2.13	Record of Addenda to Bid Documents	Yes	
T2.2.14	Compulsory Enterprise Questionnaire	Yes	
T2.2.15	Preference points claim i.t.o. Preferential Procurement Regulations 2017 (MBD6.1)	Yes	
T2.2.16	Financial References	Yes	
T2.2.17	Rates for Special Materials	Yes	
T2.2.18	Declaration of interest (MBD4)	Yes	
T2.2.19	Declaration of Bidder's past Supply Chain Management Practices (MBD8)	Yes	
T2.2.20	Form of Bid	Yes	
T2.2.21	Construction Industry Development Board (CIDB) Registration	Yes	
T2.2.22	Company Registration	Yes	

**Bidder**..... **Sign**.....

**Date**.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**SECTION T2.2.1 : AUTHORITY FOR SIGNATORY**

**BID NO: 04/2024-25**

**Panel Appointment: Appointment of Contractors for the Construction of Rural Sanitation for A Period of 36 Months**

Signatories for companies shall confirm their authority by attaching to this form a copy of the relevant resolution of the board of directors, duly signed and dated.

An example is shown below:

"By resolution of the board of directors taken on .....

Mr .....

has been duly authorized to sign all documents in connection with the Bid for Bid No

**04/2024-25** and any contract which may arise there from on behalf of

(BLOCK CAPITALS) .....

.....

.....

SIGNED ON BEHALF OF THE COMPANY:.....

IN HIS / HER CAPACITY AS: .....

DATE : .....

SIGNATURE OF SIGNATORY.....

---

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2





**SECTION T2.2.2 : CERTIFICATE OF AUTHORITY FOR JOINT VENTURES**

**BID NO: 04/2024-25**

**Panel Appointment: Appointment of Contractors for the Construction of Rural Sanitation for A Period of 36 Months**

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this bid offer in Joint Venture and hereby authorize:

<b>FULL NAME</b>

, authorized signatory of the company:

<b>COMPANY</b>

, acting in the capacity of lead partner, to sign all documents in connection with the bid offer and any contract resulting from it on our behalf.

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

**The Joint Venture Agreement must be bid specific. All parties must be registered on the Central Supplier Database (CSD).**

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2





















**SECTION T2.2.8 : ESTIMATED MONTHLY EXPENDITURE**

**BID NO: 04/2024-25**

**Panel Appointment: Appointment of Contractors for the Construction of Rural Sanitation for A Period of 36 Months**

The Bidder shall state below the estimated value of work to be completed every month, based on his preliminary programme and his tendered unit rates.

The amounts for Contingencies and Contract Price Adjustment must not be included.\*

MONTH	VALUE
1	R .....
2	R .....
3	R .....
4	R .....
5	R .....
6	R .....
7	R .....
8	R .....
9	R .....
10	R .....
11	R .....
12	R .....
13	R .....
Final Certificate etc	R..... COMPLETION OF CONTRACT
TOTAL	R

SIGNED ON BEHALF OF BIDDER: .....

DATE.....

---

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



**SECTION T2.2.9: DETAILS OF PROPOSED STRUCTURED TRAINING PROGRAMME**

**BID NO: 04/2024-25**

**Panel Appointment: Appointment of Contractors for the Construction of Rural Sanitation for A  
Period of 36 Months Health and Safety training**

Training organization: .....

Address: .....

Tel number: .....

Contact person: .....

Number and details of trainers to be utilised:.....

Venue of training: .....

Course name				
Course duration				
Course venue				
Course content				

SIGNED ON BEHALF OF BIDDER : .....

DATE.....

---

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



**SECTION T2.2.10 : LABOUR UTILISATION**

**BID NO: 04/2024-25**

**Panel Appointment: Appointment of Contractors for the Construction of Rural Sanitation for A Period of 36 Months**

Labour Categories – Definitions

NOTE: These definitions serve as a guideline to complete the following table and will in no respect after the Project Specifications or Standardized Specifications.

**1. General Foreman / Foreman**

An employee who gives out work to and directly co-ordinates and supervises employees. His duties encompass any one or more of the following activities:

- a) Supervision.
- b) Maintaining discipline.
- c) Ensuring safety on the workplace.
- d) Being responsible to the Contractor for efficiency and production for his portion of the works and;
- e) Performing skilled work, whether in an instructional capacity or otherwise.

**2. Charge hand.**

An employee engaged in any one or more of the following activities.

- a) Being primarily employed in a supervisory capacity, but who may also be doing the work of an artisan.
- b) Giving out work to other employees under his control and supervision.
- c) Ensuring safety in the workplace.
- d) Maintaining discipline; and
- e) Being directly responsible to a general foreman or foreman or the Contractor or the Contractor's representative for efficiency and production for his portion of the works.

**3. Artisan**

An employee who has successfully completed all prescribed courses at a practical institutional training centre for a particular trade and who has successfully completed the on-site period of training as prescribed and who has successfully passed the prescribed trade tests.

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**4. Team Leader**

An employee engaged in any one or more of the following activities:

- a) Being employed in a supervisory capacity, but who may also be doing the work of a skilled person;
- b) Giving out work to other employees under his control and supervisory.
- c) Maintaining discipline.
- d) Being directly responsible to a Charge hand or a foreman or a general foreman or the employer's authorized representative for efficiency and production for his portion of the works.

**5. Skilled Employee**

An employee engaged in an ancillary trade or an assistant artisan.

**6. Semi-Skilled Employee**

An employee with any specified skills, an apprentice or a trainee-artisan.

**7. Unskilled Employee**

An employee engaged on any task or operation not specified above.

**8. Imported Employee**

Personnel permanently employed by Contractor.

**9. Local Employee**

Temporary workforce employed through Labour Desk

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**MAN DAYS**

Categories	No. Of Man Days	
	Imported	Local
1. Contracts Manager		
2. Site Agent		
3. Foreman/Supervisors (specify type)		
3.1 _____		
3.2 _____		
3.3 _____		
4. Safety Inspectors (specify type)		
4.1 _____		
4.2 _____		
5. Charge hands		
6. Artisans		
7. Operators/Drivers		
8. Clerks/Storeman		
9. Team Leader		
10. Skilled Labour		
11. Semi-skilled Labour		
12. Unskilled Labour		

SIGNED ON BEHALF OF BIDDER: .....

DATE.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**SECTION T2.2.11 : SUPERVISORY AND SAFETY PERSONNEL**

**BID NO: 04/2024-25**

**Panel Appointment: Appointment of Contractors for the Construction of Rural Sanitation for A Period of 36 Months**

PREVIOUS EXPERIENCE ON WORKS OF A SIMILAR NATURE DURING THE LAST FIVE YEARS

Name	% Time on Site	Position (Current)	Service (Years)	Name of Project And year executed	Value of Works	Position Occupied
Contracts Manager						
Contractor's Site Agent						
Contractor's Foremen						
Constructional Health and Safety Officer						

Bidders shall indicate the percentage of working time these persons will be engaged on site. Bidders are required to provide copies of curriculum vitas of all supervisory and safety personnel.

SIGNED ON BEHALF OF TENDERER : .....

DATE.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**SECTION T2.2.12 : COMPLIANCE WITH OHSA (ACT 85 OF 1993)**

**BID NO: 04/2024-25**

**Panel Appointment: Appointment of Contractors for the Construction of Rural Sanitation for A Period of 36 Months**

Bidders are required to satisfy the Employer and the engineer as to their ability and available resources to comply with the above by answering the following questions and providing the relevant information required below.

1. Is the Contractor familiar with the OHSA (ACT 85 OF 1993) and its Regulations? **YES / NO**  
  
\_\_\_\_\_
2. Who will prepare the Contractor's Health and Safety Plan? (Provide a copy of the person/s curriculum vitae/s or company profile).  
  
\_\_\_\_\_
3. Does the Contractor have a health and safety policy? (If yes, provide a copy). **YES / NO**  
How is this policy communicated to all employees?  
  
\_\_\_\_\_
4. Does the Contractor keep records of safety aspects of each construction site? **YES / NO**  
If yes, what records are kept?  
  
\_\_\_\_\_
5. Does the Contractor conduct monthly safety meetings? If yes, who is the chairperson of the meeting, and who attends these meetings? **YES / NO**
6. Does the Contractor have a safety officer in his employment, responsible for the overall safety or his company **YES / NO**  
If yes, please explain his duties and provide a copy of his CV  
  
\_\_\_\_\_  
\_\_\_\_\_
7. Does the Contractor have trained first aid employees? If yes, indicate who. **YES / NO**  
  
\_\_\_\_\_
8. Does the Contractor have a safety induction training in place? **YES / NO**  
(If yes, provide a copy)

SIGNED ON BEHALF OF BIDDER : .....

DATE.....

---

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2





**SECTION T2.2.13 : RECORD OF ADDENDA TO BID DOCUMENTS**

**BID NO: 04/2024-25**

**Panel Appointment: Appointment of Contractors for the Construction of Rural Sanitation for A Period of 36 Months**

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

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		

Attach additional pages if more space is required.

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

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

Bidder .....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**SECTION T2.2.14 : COMPULSORY ENTERPRISE QUESTIONNAIRE**

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

**Section 1: Name of enterprise:** .....  
 ....

**Section 2: VAT registration number, if any:** .....  
 .....

**Section 3: CIDB registration number, if any:** .....  
 .....

**Section 4: Particulars of sole proprietors and partners in partnerships**

Name*	Identity number*	Personal income tax number*

\* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

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

Company registration number .....  
 ..

Close corporation number .....  
 ..

Tax reference number .....  
 ..

**Section 6: Record of 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 shareholder 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:

- |  |   |
|--|---|
| <input type="checkbox"/> a member of any municipal council                                     | <input type="checkbox"/> 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) |
| <input type="checkbox"/> a member of any provincial legislature                                | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity  |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature  |
| <input type="checkbox"/> a member of the board of directors of any municipal entity            |   |
| <input type="checkbox"/> an official of any municipality or municipal entity                   |   |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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

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

\*insert separate page if necessary

**Section 7: Record of spouses, children and parents in the service of the state**

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

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

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

\*insert separate page if necessary

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



The undersigned, who warrants that he/she is duly authorized to do so on behalf of the enterprise:

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order.
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004.
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption.
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

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

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

*Enterprise name* .....

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**SECTION T2.2.15 - PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (MBD6.1)**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Specific Goals.

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

**1. GENERAL CONDITIONS**

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

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
<b>PRICE</b>	<b>80</b>
<b>SPECIFIC GOALS (20)</b>	
• <b>B-BBEE status level of Contributor</b>	<b>10</b>
• <b>Locality</b>	<b>10</b>
<b>Total points for Price and Specific Goals must not exceed</b>	<b>100</b>

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

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

**2. DEFINITIONS**

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

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

**3.1 POINTS AWARDED FOR PRICE**

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

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

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

Where

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

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

**3.2.1 POINTS AWARDED FOR PRICE**

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

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmax = Price of highest acceptable tender

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**4. POINTS AWARDED FOR SPECIFIC GOALS**

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

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

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

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

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

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

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

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

The specific goals allocated points in terms of this bid	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the bidder)	Number of points claimed (80/20 system) (To be completed by the bidder)
1. B-BBEE Status Level of Contributor	N/A	10	N/A	
2. Locality	N/A	10	N/A	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



#### 4.3 **SPECIFIC GOALS CLAIM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022:**

##### 4.3.1 **NOTE 1 – B-BBEE STATUS LEVEL OF CONTRIBUTOR**

It must be noted that total 100% points are obtainable in relation to the requirements as mentioned on the table above. Proof of in the form of BBEE/Certified Sworn Affidavit and ID Copy of business Owner (s) contained in the Central Suppliers Database (CSD) full report. Failure to submit evidential supporting documents (refer to Note: 1) is not an eliminating factor BUT zero point will be scored.

B-BBEE Status Level of Contributor	Number of Points for Preference (80/20)	Number of Points for Preference (90/10)
1	10	5
2	9	4.5
3	8	4
4	5	2.5
5	4	2
6	3	1.5
7	2	1
8	1	0.5
Non-compliant contributor	0	0

##### 4.3.2 **NOTE: 2 – LOCALITY**

It must be noted that total 100% points are obtainable in relation to the requirements as mentioned on the table above. Proof of in the form of Updated record of Rates and Taxes, Lease Agreement, Affidavit and Tribal Authority Letter and Ownership Information contained in the Central Suppliers Database (CSD) full report. Failure to submit evidential supporting documents (refer to Note: 2) is not an eliminating factor BUT zero point will be scored.

Category	Specific Goals Points
1. Enterprises located within the Ga-Segonyana Local Municipality	10
2. Enterprises located within the John Taolo Gaetsewe District Municipality	8
3. Enterprises located within the Northern Cape Province	2

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2





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

5.1 Name of company/firm:.....

5.2 VAT registration number:.....

5.3 Company registration number:.....

**5.4 TYPE OF COMPANY/ FIRM**

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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

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

WITNESSES

1. ....

2. ....

.....

SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....

.....

---

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



**SECTION T2.2.16 : FINANCIAL REFERENCES**

**BID NO: 04/2024-25**

**Panel Appointment: Appointment of Contractors for the Construction of Rural Sanitation for A Period of 36 Months**

(a) 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 Employer.

(b) DETAILS OF COMPANY'S BANK

I/We hereby authorise the Employer/Engineer to approach all or any of the following banks for a reference:

DESCRIPTION OF BANK DETAIL	BANK DETAIL APPLICABLE TO COMPANY HEAD OFFICE	BANK DETAIL APPLICABLE TO THE SITE OF THE WORKS
Name of bank		
Branch name		
Branch code		
Street address		
Postal address		
Name of manager		
Telephone number	( )	( )
Fax number	( )	( )
Account number		
Bank Rating Attach Proof to Tender Document		

SIGNED AT ..... ON THIS ..... DAY OF ..... 200.....

SIGNED ON BEHALF OF BIDDER : .....

NAME OF SIGNATORY : .....

NAME OF COMPANY : .....

AS WITNESSES : 1 .....

2 .....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2





**SECTION T2.2.18 : DECLARATION OF INTEREST (MBD4)**

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

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

3.2 Identity Number: .....

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

3.4 Company Registration Number: .....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number: .....

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

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

3.8.1 If yes, furnish particulars.....

.....

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.....

.....

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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

3.11.1 If yes, furnish particulars.....

.....

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

3.12.1 If yes, furnish particulars.....

.....

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

3.13.1 If yes, furnish particulars.....

.....

3.14 Do you or any of the directors, trustees, managers, principal shareholders, or stakeholders of this company have any interest in any other related companies or business whether they are bidding for this contract. **YES / NO**

3.14.1 If yes, furnish particulars.....

.....

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

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

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2





**SECTION T2.2.19 : DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD8)**

1. This serves as a declaration 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.
2. The bid of any bidder may be rejected if that bidder or any of its directors have:
  - a. abused the municipality's supply chain management system or committed any improper conduct in relation to such system.
  - b. been convicted for fraud or corruption during the past five years.
  - c. wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
3.1	<p>Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?</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"/>
3.1.1	If so, furnish particulars:		
3.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><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></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3.2.1	If so, furnish particulars:		
3.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3.3.1	If so, furnish particulars:		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2





Item	Question	Yes	No
3.4	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"/>
3.4.1	If so, furnish particulars:		
3.5	Was any contract between the bidder and the municipality 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"/>
3.5.1	If so, furnish particulars:		

**CERTIFICATION**

**I, THE UNDERSIGNED**

**FULL NAME**

FULL NAME

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TO BE 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



**SECTION T2.2.20 : FORM OF BID**

**BID NO: 04/2024-25**

**Panel Appointment: Appointment of Contractors for the Construction of Rural Sanitation for A Period of 36 Months**

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to the Ga-Segonyana Local Municipality on the terms and conditions and in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of, and incorporated into, this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.
  
2. I/We agree that -
  - (a) the offer herein shall remain binding upon me/us and open for acceptance by the Ga-Segonyana Local Municipality during the validity period indicated and calculated from the closing hour and date of the bid.
  
  - (b) This bid and its acceptance shall be subject to the terms and conditions contained in the General Conditions and Procedures in regard to Bid, Contract and Order and Preference Certificate with which I am/we are fully acquainted.
  
  - (c) If I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Ga-Segonyana Local Municipality may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and the Ga-Segonyana Local Municipality and I/we will then pay to the Ga-Segonyana Local Municipality any additional expense incurred by the Ga-Segonyana Local Municipality having either to accept any less favorable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favorable bid; the Ga-Segonyana Local Municipality shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become due to me/us under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such moneys, guarantee or deposit as security for any loss the Ga-Segonyana Local Municipality may sustain by reason of my/our default;
  
  - (d) If my/our bid is accepted the acceptance may be communicated to me/us by letter or order by ordinary post or registered post or by telegram and that SA Post Office Ltd shall be regarded as my/our agent, and delivery of such acceptance to SA Post Office Ltd shall be treated as delivery to me/us;
  
  - (e) The law of the Republic of South Africa shall govern the contract created by the acceptance of my/our bid and that I/we choose domicilium citandi et executandi in the Republic at (full address of this place)

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

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



3. I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our bid, that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.
4. I/We hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfilment of this contract.
5. I/We agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me/us as a result of such action.
6. I/We declare that I/we have participation\*/no participation\* in the submission of any other offer for the supplies/services described in the attached documents. If in the affirmative, state name(s) of bidders(s) involved.

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

\* Delete whichever is not applicable.

7. Are you duly authorised to sign the bid? \* YES/NO
8. Has the Declaration of Interest (Section 2.2.18) been duly completed and included with the other bid forms? \* YES/NO

SIGNATURE (S) OF BIDDERS OR ASSIGNEE (S)	: .....
DATE	: .....

Capacity and particulars of the authority :  
 under which this bid is signed .....

*Name of tenderer* } : .....

*Postal address* } (In block letters) : .....

Telephone No.(s) (Toll free if applicable) : .....

Facsimile No. : .....

Bid No. : .....

Name of contact person (In block letters) : .....

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



I/we offer to construct, complete and maintain the Works, and remedy defects in the whole of the said Works in conformity with the Contract Documents for the sum of

.....  
(Amount in Words)

.....

..... (R ..... \* )  
or such other sum as may be determined in accordance with the Contract. Our tendered

Goal Declaration is... ..... %.

.....  
\* Including VAT

.....  

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



**SECTION T2.2.21 : CONSTRUCTION INDUSTRY DEVELOPMENT BOARD (CIDB) REGISTRATION**

**BID NO: 04/2024-25**

**Panel Appointment: Appointment of Contractors for the Construction of Rural Sanitation for A Period of 36 Months**

The Bidder is to affix to this page:-

- Written proof of his registration with the CIDB as a Category 7CE or Higher or higher Contractor.

Note:-

1. Failure to affix such documentation as prescribed to this page shall result in this bid not being further considered for the award of the Contract.
2. All subcontractors are required to be registered in the relevant categories for them to participate in this contract

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**SECTION T2.2.22 : COMPANY REGISTRATION**

**BID NO: 04/2024-25**

**Panel Appointment: Appointment of Contractors for the Construction of Rural Sanitation for A Period of 36 Months**

The Bidder is to affix to this page :-

- Certified copy of Company/Close corporation registration documents from Registrar of Companies ( eg. CK1, CM1, CM29 etc).
- Certified copy of Partnership Agreement ( if bidder is a Partnership)
- Certified copy of deed of Trust ( if a Trust is involved)
- Certified copies of Identity documents for all directors/members.
- Recent statement as proof of payment of municipal services (rates and taxes) for both company and all directors of the company. Not older than three months.
- Proof of company address or lease agreement whichever applies obtainable from your local municipality, tribal office or landlord.
- Proof of residence of all directors as they appear on the company registration certificate obtainable from your local municipality or tribal authority.
- Proof of company registration on the Central Supplier Database (CSD).

Note:-

1. Failure to affix such documentation as prescribed to this page shall result in this bid not being further considered for the award of the Contract.

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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**GA-SEGONYANA LOCAL MUNICIPALITY BID NO : 04/2024-25**

**Panel Appointment: Appointment of Contractors for the  
Construction of Rural Sanitation for A Period of 36 Months**

**PORTION 2: THE CONTRACT**

**PART C1**

**Agreements and Contract Data**

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## LIST OF CONTRACT DOCUMENTS

The following documents form part of this contract:

- Volume 1: The General Conditions of Contract for Construction Works, 3rd Edition (2015), published by the South African Institution of Civil Engineering, is applicable to this Contract. The General Conditions of Contract are not bound into this document but are available at the Contractor's expense from the Secretary of South African Institution of Civil Engineering, Private Bag X200, Halfway House, Midrand, 1685.
- Volume 2: The SANS Standard Specifications for Engineering Construction prepared by the Standards South Africa. These publications are available and bidders must obtain copies at their own cost from Standards South Africa, Private Bag X191, PRETORIA, 0001.
- Volume 3: The Project Document containing the Bid Notice, Conditions of Tender, Bid Data, Returnable Schedules, Form of Offer, General and Particular Conditions of Contract, Pricing Schedule, Project Specifications and Site Information, issued by the Employer (See note 1 below). The Employer's Form of Acceptance and any correspondence from the selected Bidder, performance security-demand guarantee, and all addenda issued during the period of tender will also form part of this volume once a Bidder has been appointed.

### Notes to Tenderer

- Volume 3 is issued at tender stage in paper format.**  
**At contract stage Volume 3 will be a bound signed paper copy containing the following documents:**
  - Returnable schedules relevant to the project
  - Agreements and Contract Data
  - Pricing Data
  - Scope of Work
  - Site Information
- SUBMISSION OF BID – Refer to clause 2 in the Bid Data**  
**Information provided by a Bidder over and above the above elements of Volume 3 shall be treated as information only and will only be bound into the document if the Bidder notes on Section T2.2.6 – Amendment or Qualifications by the Bidder that the information has a bearing on the Bid price.**

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2





## C1 : AGREEMENTS AND CONTRACT DATA

### C1.1 FORM OF OFFER AND ACCEPTANCE

#### A. OFFER

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

Contract No: **04/2024-25** for the **Panel Appointment: Appointment of Contractors for the Construction of Rural Sanitation for A Period of 36 Months**

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

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

**The offered total of the prices inclusive of Value Added Tax is:**

R \_\_\_\_\_ *(in words)* \_\_\_\_\_

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

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**Signature** (of person authorized to sign the bid): \_\_\_\_\_

**Name** (of signatory in capitals): \_\_\_\_\_

**Capacity** (of signatory): \_\_\_\_\_

**Name of Bidder** (organisation): \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

**Witness:**

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

**Name** (in capitals): \_\_\_\_\_

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

***[Failure of a Bidder to sign this form will invalidate the bid]***

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## B. ACCEPTANCE

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

The terms of the contract are contained in

Part C1 Agreement, and Contract Data, (which include this Agreement)

Part C2 Pricing Data, including the Bill of Quantities

Part C3 Scope of Work

Part C4 Site Information

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

The Bidder shall deliver the Guarantee in terms of Clause 7 of the General Conditions of Contract 2004 within the period stated in the Contract Data, and he shall, immediately 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 other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data, within 14 days of the date on which this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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

**Name** (in  
capitals): \_\_\_\_\_

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

**Name of Employer**  
(organization): \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_

**Witness: Signature:** \_\_\_\_\_ **Name:** \_\_\_\_\_

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

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



### C. SCHEDULE OF DEVIATIONS

The extent of deviations from the bid documents issued by the Employer prior to the bid closing date is limited to those permitted in terms of the Bid Data and the Conditions of Bid.

A Bidder's covering letter will not necessarily be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid becomes the subject of agreements reached during the process of offer and acceptance; the outcome of such agreement shall be recorded here.

Any other matters arising from the process of offer and acceptance either as a confirmation, clarification or change to the bid documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.

Any change or addition to the bid documents arising from the above agreements and recorded here shall also be incorporated into the final draft of the Contract.

1. **Subject:** \_\_\_\_\_  
**Details:** \_\_\_\_\_  
\_\_\_\_\_
2. **Subject:** \_\_\_\_\_  
**Details:** \_\_\_\_\_  
\_\_\_\_\_
3. **Subject:** \_\_\_\_\_  
**Details:** \_\_\_\_\_  
\_\_\_\_\_
4. **Subject:** \_\_\_\_\_  
**Details:** \_\_\_\_\_  
\_\_\_\_\_

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Bidder agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Bid Data and addenda thereto as listed in the Bid Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Bidder and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the bid documents and the receipt by

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

FOR THE BIDDER:

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

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

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

**Bidder** (*Name and address of* \_\_\_\_\_  
\_\_\_\_\_)

**Witness:**

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

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

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

FOR THE EMPLOYER:

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

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

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

**Employer** (*Name and address of* \_\_\_\_\_  
\_\_\_\_\_)

**Witness:**

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

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

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

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## Ga-Segonyana Local

**Municipality BID NO: 04/2024-25**

### **Panel Appointment: Appointment of Contractors for the Construction of Rural Sanitation for A Period of 36 Months**

## **CONTRACT DATA**

### *GENERAL CONDITIONS OF CONTRACT*

The General Conditions of Contract for Construction Works, 3<sup>rd</sup> Edition (2015), published by the South African Institution of Civil Engineering, is applicable to this Contract.

The General Conditions of Contract are not bound into this document but are available at the Contractor's expense from the Secretary of South African Institution of Civil Engineering, Private Bag X200, Halfway House, Midrand, 1685 or [www.saice.org.za](http://www.saice.org.za).

### *CONTRACT DATA*

The terms of Appendix 2 of the General Conditions of Contract for Construction Works, 3<sup>rd</sup> Edition (2015), the following Contract Data apply to this Contract.

The Contact Data consists of two parts. Part 1 contains information provided by the Employer, while Part 2 contains information to be provided by the Contractor.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## Part 1: Data 1: Data provided by the Employer and amendments to the General Conditions of Contract

	CLAUSE	
Defects Liability Period	1.1.1.13	<b>12 months</b>
Name of Employer	1.1.1.15	<b>GA-SEGONYANA LOCAL MUNICIPALITY</b>
Name of the Engineer	1.1.1.16	<b>REFINE PROJECT MANAGERS (PTY) LTD</b>
Contractor	1.1.1.9	Name: Address:  Contact:
Contract sum	1.1.1.10	“Contract sum” means <b>the Price tendered by the Contractor and accepted by FUNDING AGENT: GA-SEGONYANA LOCAL MUNICIPALITY and arithmetic errors has been corrected.</b>
Commencement	1.1.1.5	“Commencement Date” means the date of receipt by the Contractor of the following whichever date of receipt is the earliest: <ol style="list-style-type: none"> <li>1. Letter of appointment</li> <li>2. Handover of site</li> <li>3. Order to commence.</li> </ol> “Commencement of Work” will only take place once the following documentation was submitted to the office of the Consulting Engineer.” <ol style="list-style-type: none"> <li>1. Letter of acceptance</li> <li>2. <b>Original Construction Guarantee</b></li> <li>3. Letters of Appointment of Site Agent and OHS Person</li> <li>4. Registration of Project at Department of Labor</li> <li>5. <b>Original Tax Clearance Certificate</b></li> <li>6. Letter of Good standing – Workman’s compensation</li> <li>7. No commencement of work will be allowed unless there is a signed service level agreement between the main and sub-contractor with letter of appointment, with stated scope of work and budget allocated to the sub-contractor.</li> </ol>
Address of Employer	1.2.1.2	<b>Ga-Segonyana Local Municipality Corner Voortrekker &amp; School Street KURUMAN 8460 Tel: 053 712 9344 Fax: (053) 712 3581</b>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2





Address of Engineer	1.2.1.2	<b>Private Bag x 2230 MAHIKENG 2745 TEL: 018 011 1097/8/060 663 4774 Fax: 087 809 5604</b>
Year end break	1.6	If applicable during the duration of the construction period.
Workmen's Compensation	4.3	The Contractor shall also provide proof, that he has paid all contributions required in terms of the provisions of the Act.
Labour costs	4.3	The minimum statutory labor rates as set by the Department of Labor for the area where the site is located must be adhered to by the contractor or as per GA-SEGONYANA LOCAL MUNICIPALITY
Cession Subcontractors and Material Suppliers	4.4	Add the following to the Clause:  The Employer may, in order to avoid seizure by the owner, material supplier, subcontractor, at the Employer's option, pay to such owner, material supplier, subcontractor, the amount of any overdue installment, or any other sum payable under the agreement for purchase or services, and, in the event of so doing, any amount so paid by the Employer shall be a debt due from the Contractor to the Employer, and may be deducted by the Employer from any money due, or that may become due, to the Contractor in terms of the Contract, or may be recovered by the Employer from the Contractor by law.  The Retention money due to the Contractor will not be payable to the contractor until all works are completed as per GCC 2015 and will only be paid to the Contractor once all cession suppliers and subcontractors and any other payments due has been paid in full.
Patent Rights	4.6	The following Sub clause is added to Clause 4.6: "The copyright in all documents, drawings and records related to the purpose and scope of the Works or related in any other manner to the Works, shall vest in the Employer and the Contractor shall not furnish any information in connection with the Works to anybody without the approval of the Employer."
Contractor's Employees	4.10	Add the following to Clause." The Contractor is to utilize labor where possible (Refer to Project Specifications)
	4.10	Add the following:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



		<p>“The Contractor is responsible for the behavior and performance of his own and his Sub-contractor’s personnel and shall at his own cost, for the duration of the contract and maintenance period of Works, make the necessary arrangement to prevent unlawful or inappropriate behavior, and shall indemnify the Employer and the Engineer against any claims in connection with non-compliance with the act, for any loss or injury, or any other claim, for any action or neglect to act on the part of the Contractor’s or his Sub-contractor’s personnel.”</p>
<p>Community Liaison Officer (CLO)</p>	<p>4.10 4.8.1.2</p>	<p>A CLO will be appointed by the Municipality for this contract and will be paid by the Municipality via the contractor on a monthly basis. In the event of different contractors appointed for different works, it is possible to appoint more than one CLO where it is deemed practical to do so by the employer. The CLO will be responsible for liaison between the contractor and community, with regard to labour, access, safety, etc.</p>
<p>Contractor’s Employees</p>	<p>4.10 4.8.1.2</p>	<p>It is a specific condition of this Tender that the Contractor must employ all unskilled labour from the local communities and as many as possible skilled labour. All work specified in Schedule of Quantities and Project Specifications except excavations in hard rock and not applicable material must be done utilizing labor-based construction methods.</p> <p>The requirement that all unskilled labour must be obtained from the local communities does not relieve the Contractor of any of his responsibilities under the clause.</p> <p>Add the following to the clause:      “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.</p> <p>The Contractor shall do nothing to dissuade targeted labour from participating in training programs and shall take reasonable steps to ensure that nominated labour is provided with two days formal training for every 30 days worked.</p> <p>Proof of compliance will be required from the</p>

Contractor

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		<p>Contractor prior to the submission of the final payment certificate.”</p> <p>All Supervisory Staff of the contractor will be in possession of an associated NQF qualification or certification from an accredited training institution. (Minimum NQF level 2 for supervisory personnel i.e. team leaders and safety officer and Project Managers NQF 5). Where personnel are found not to be competent as per their qualification the personnel will be replaced on request of the Engineer/Project Manage.</p>
Contractor's Obligations	4.12	<p>Add to the clause:          “All cost in complying with the provision of complying with Clause 4.8; 4.9; 4.10 and 4.11 shall be allowed for the rates tendered”</p>
Contractor's superintendence	4.12	<p>Add the following new clause:          “The Contractor or his representative shall attend al site meeting with the Employer and/ or Engineer on the dates as nominated by the Engineer. The purpose of the meetings shall be to evaluate the progress of work and to discuss the matters relevant to the contract as required by the parties concerned. Unless specifically invited by the Engineer, the Sub-contractors of the Contractor may not attend these site meetings.</p> <p>Add the Following additional Clause 22.2:          “The Tenderer is to fill in the names of the site agent and foreman in the space provided in T2.2.12</p>
Commencement of works	5.3	<p>Within 14 days of Commencement Date</p> <p>On the commencement of Work (Site handover) the Engineer shall deliver to the contractor 3 copies of the drawings. A copy of the signed contract document will be prepared after signing of the contract.</p> <p>Commencement of Work will only take place once the following documentation were submitted to the office of the Consulting Engineer:</p> <ol style="list-style-type: none"> <li>1. Letter of Acceptance</li> <li>2. Construction/Performance Guarantee</li> <li>3. Health &amp; Safety File</li> <li>4. Letter of Appointment of OHS Rep or Officer</li> <li>5. Letter of Good Standing Workman's Compensation</li> <li>6. Prove of submission of Registration of</li> </ol>

Contractor

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		Project at Department of Labour. 7. Signed service level agreement and appointment letter between the main contractor and the nominated sub-contractor.
Program of Works	5.6	<b>Within 14 days of Commencement Date</b>
Special Non-Working days	5.8.1	The period 16 December to 5 <sup>th</sup> January inclusive, plus Good Friday, Human Rights Day, Freedom Day, Workers Day, Youth Day, Women's Day, Heritage Day and Easter Monday Holidays.
Extension of time for completion	5.12	<p>In general, extension of time for the completion of Works will, in terms of the General conditions of Contract, be granted only for additional work and for circumstances which could not have been foreseen and are beyond the control of the Contractor.</p> <p>No Extension of time for completion will be granted on accounts of normal inclement weather, but extension of time shall be determined for abnormal rainfall or wet conditions in accordance with the formula given below, separately for each calendar month or part thereof. It shall be calculated for the full period for the completion of the Contract including any extension thereof by the formula:</p> $V = (Nw - Nn) + \frac{(Rw - Rn)}{X}$ <p>The symbols shall have the following meanings:</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 Ymm or more has been recorded.</p> <p>Nn = Average number of days, as derived from existing rainfall records provided in the table below on which a rainfall of Ymm or more has been recorded for the calendar month</p> <p>Rn = Average rainfall in mm for the calendar month, as derived from the rainfall records supplied in the table below.</p> <p>Rw = Actual Rainfall in mm for the calendar month under consideration.</p> <p>X = 10 Y = 10</p>

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		<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 the monthly totals for the period of construction, but if the grand total is negative, the time for completion shall not be reduced due to abnormal low rainfall. Extension of time for part of a month shall be calculated using pro rata values of Nn and Rn.</p> <p>The factor (Nw – Nn) shall be considered to represent a fair allowance for variations from the average number of days during which rainfall exceeds Ymm.</p> <p style="text-align: center;"><math>Rw - Rn</math></p> <p>The factor----- shall be considered to represent</p> <p style="text-align: center;">X</p> <p>a fair allowance for variations from the average in the number of days during which rainfall had not exceeded Ymm, but wet conditions had prevented or had disrupted work. The formula does not take into account flood damage which should be treated separately as far as extension of time is concerned.</p> <p>Accurate rain gauging shall be taken at a suitable point on Site. This information shall be regarded as the actual rainfall for this contract. The readings will be done by the Engineer and the Contractor may attend this readings and shall at his own expense take all necessary precautions to ensure that the rain gauge be interfered with by unauthorized persons.</p>
Penalty for Delay	5.13	<b>R 5000.00 per calendar day</b>
Penalty for Non-Compliance		For any non-compliance of any item as stated in the tender document, with strong reference to Nominated Sub-Contracting, a total amount of <b>20%</b> of the total Construction cost per project will be applied upon approval by the Client.
Time for Completion	5.14	As per Service Level Agreement (various projects with different time frames)
Completion, Approval Certificates and Defects Liability Period	5.14	Add the following to this Clause: “.....and a land surveyor’s certificate has been submitted certifying the presence and correctness of all erf and boundary pegs, where applicable”
Defects liability period	5.14.5.2	Add to Sub-Clause 5.14.5.2: “In the event of the Contractor not completing all

Contractor

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		the outstanding work within the period specified by the Engineer in terms of Clause 7.8, the Engineer shall have the right to extend the Period of Maintenance by the additional time taken by the Contractor to complete such outstanding work to the satisfaction of the Engineer. The full retention application to the Period of Maintenance shall apply such extension.”
Guarantee Sum	6.2	<b>10% of total contract amount per project including Contingencies, VAT for the full construction period.</b>
Duration of Guarantee	6.2.3	Until issue of Certificate of Completion
Amendments to Schedule of Quantities	6.3	The extent of the Works that will be included under this contract will be determined by the availability of funds. Should the tender amounts exceed the available funds, the amounts will be adjusted, and the extent of the works decreased. It is therefore emphasized that the tendered unit rates must be realistic and will not be affected should the quantities be adjusted. The rates under “Preliminary and General” will be adjusted proportionally with respect to tender and contract amounts. The tendered unit rates will remain applicable.  The right to adjust the extent of the contract is, therefore, reserved by the Employer, but approval will be sought from the successful Tenderer before the contract is awarded.
Variations	6.4	The cost of any Variations ordered in writing by the Engineer and the applicable rates must be accepted by the Engineer in writing prior to execution, in order to be accepted. Special reference will be given to the tendered rates and the wide interpretation of the term “similar conditions” in determining rates.
Daywork percentages	6.5.1.1	As tendered in Schedule of Quantities
Scheduled of Quantities – Estimated quantities	6.7	Tenderer to note that all quantities supplied in Schedule of Quantities are estimated quantities and all items will be re-measured on site.  Add to clause: “An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training.
Contract Price Adjustment	6.8.2	The following values for the different factors are to be used as per SAFCEC guidelines:  X = 0.10

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		<p>aLt (Labour) = 0.25  bPt (Plant) = 0.15  cMt (Material) = 0.55  dFt (Fuel) = 0.05</p> <p>The different values for the calculation of the price adjustment factor shall be for the Northern Cape Province and the Diesel index shall be for the Kimberley area.</p> <p>The coefficient for fuel may need to be revised from time to time, as it has a tendency to increase out of proportion to the other factors in the CPA formula.</p>
Contract Price Adjustment Schedule	6.8.2	<b>Applicable</b>
Site materials	6.8.3	<b>Not applicable to this contract</b>
Vesting of Materials	6.9	<p>Add to Sub-Clause 6.9.1.2  "The Contractor shall where practicable before delivery and, in any event not later than 24 hours after delivery to the site, inform the Engineer of any materials which are not his sole property.</p>
Valuation of material brought onto site	6.10	<p>Add to Clause 6.10.1.5:  "Payment for materials on site will only be considered for those materials which are physically on site. Any statement in which a claim for materials on site is included, shall have attached a declaration that the materials listed are owned by the Contractor, accompanied by proof of ownership(invoice; delivery note and receipt). The ownership of materials shall be transferred to the Employer in accordance with the pro forma "Transfer of Rights" bound in as an annexure to these Special Conditions of Contract"</p>
Delivery of Contractors Statement	6.10.1	<b>Monthly</b>
Delivery of payment certificate by Engineer to Employer	6.10.1	<b>7 days</b>
Materials on Site	6.10.1.5	<b>80%</b>
Retention Money	6.10.3	<b>No interest will be paid on retention money.</b>
Retention Guarantee	6.10.3	<b>A Retention Guarantee is NOT Acceptable.</b>
Limit of retention money	6.10.3	<b>10%, Practical completion 5%</b>
After receipt by Engineer of Contractor's statement, Employer to pay Contractor within	6.10.4	<b>28 days</b>
Variation exceeding 15 per cent	6.11	<b>*Change "15" per cent" whatever it appears in the margin or in the text to "60 per cent"</b>
Defects Liability Period	6.14.5.2	<b>12 Months</b>

Contractor

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Information in respect of plant	7.1	<p>Add to Sub-Clause 7.1.1:</p> <ul style="list-style-type: none"> <li>a) Details in writing of all Constructional Plant and Temporary Works which is brought onto site by, or on behalf of, the Contractor for the purpose of the Works, and which is hired, leased or the subject of hire-purchase agreements, together with the names of the hirers, lessors or owners thereof, shall be supplied to the Engineer by the Contractor.</li> <li>b) The Employer may, in order to avoid seizure by the hirer, owner or lessor, at the Employer's option, pay to such hirer, owner or lessor the amount of any overdue installment, or any sum payable under the agreement for hire, lease of hire purchase, and, in the event of so doing, any amount so paid by the Employer, and may be deducted by the Employer from any money due, or that may become due, to the Contractor in terms of the Contract, or may be recovered by the Employer from the Contractor by law.</li> <li>c) Possession of all Constructional Plant and Temporary works provided by Sub-Contractors shall be deemed to vest in the Employer immediately the same is brought onto site, and shall mutatis mutandis be subject to the provisions of the Clause hereinbefore contained. The Contractor shall ensure that the foregoing provision will be inserted in all sub-contractors.</li> </ul>
Contract Guarantee	7.1	<p>Within 14 days of the Commencement Date</p> <p>Add the following to the Clause:              "The contract may be awarded to a Subsidiary Company on the condition that the Holding Company shall in addition to the Surety specified, assume responsibility for the due and proper performance of the Works and the fulfillment of the contract, should the Subsidiary Company be unable to do so."</p>
Quality of materials and workmanship	7.2	<p>Add to Sub-Clause 7.2:              "The source of supply of all materials including all stone, sand, gravel or soil or any other natural materials required in the execution of the Works shall be located by the Contractor. <b>No materials shall be used until it has been approved by the Engineer.</b>"</p>
Payment to labour-	8.1	Payment for works identified in the Scope of Work

Contractor

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intensive component of the works		as being labor-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way of his obligations whether in contract or in delict.
Insurances	8.6	Special consideration should be given to damage to existing infrastructure.
Other Insurances	8.6.1.2	Special Risk Insurance – SASRIA (coupon to be provided)
Limit of indemnity	8.6.1.3	R 5 000 000 per claim, claims unlimited (consultants only)
Cancellation of Contract	9.1	In addition if the contractor fails to adequately protect the existing works / infrastructure against damage and thereby unduly endanger the Works – the employer may cancel the contract and recover damages and losses.
Cancellation of the Contract by the Employer	9.2.1	14 days
Dispute Resolution	10	Adjudication, Arbitration and the Court will be acceptable dispute resolution mechanisms.
Time within which Works to be commenced	10.1	14 Days after the Commencement Date.
Preferred method for determination of disputes	10.7	Arbitration
Access to the site	11	Add the following: The Contractor shall as far as possible, confine his operations to the limits of the areas made available to him by the Engineer, but if the land is insufficient for the needs of the work, the Contractor shall make his own arrangements with the owners of tenants concerned for whatever additional land he may require and pay all rent and other charges in connection therewith. The Contractor shall be responsible for all damages and shall indemnify the Employer against all claims which may arise.
Programme to be furnished within	12.2	14 Days after the issuing of the Letter of Acceptance.

Contractor

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Employer

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Witness 2



**Part 2 DATA PROVIDED BY THE CONTRACTOR**

Clause	Contract Data		
1.2.2	The address of the Contractor is:		
1.8	The name of the Contractor is:		
46.3	The variation in cost of special materials is:		
	Special Material	Method	Price for Base Month

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Contractor      Witness 1      Witness 2      Employer      Witness 1      Witness 2



BID NO: 04/2024-25

FOR

**Panel Appointment: Appointment of Contractors for the Construction of  
Rural Sanitation for A Period of 36 Months**

**AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY  
ACT**

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Contractor

Witness 1

Witness 2

Employer

Witness 1



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

THIS AGREEMENT made at .....

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

between GA-SEGONYANA LOCAL MUNICIPALITY (hereinafter called "the Employer") of the one part,  
herein represented by .....

in his capacity as .....

and delegate of the Employer in terms of the Employer's standard powers of delegation pursuant to the  
provisions of Act No 7 of 1998,

and .....

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

.....

in his capacity as .....

and being duly authorised by virtue of a resolution appended hereto as Annexure A;

WHEREAS the Employer requires certain works be constructed, viz Panel Appointment: Appointment of  
Contractors for the Construction of Rural Sanitation for A Period of 36 Months.

.....

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

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 The Mandatary 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 Certificate issued in terms of Clause 55 of the Committee of Land  
Transport Officials General Conditions of Contract 1998 (hereinafter referred to as "the  
GCC"), as contained in Volume 1 of the Contract Documents pertaining to this Contract,  
or
  - (b) The date of termination of the Contract in terms of Clauses 10.2 & 10.3 of the GCC 2010.

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Contractor

Witness 1

Witness 2

Employer

Witness 1



- 3 The Mandatary 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
    - (iv) Sub-section 37(2) relating to the purpose and meaning of this Agreement
  - (b) The procedures and safety rules of the Employer as pertaining to the Mandatary and to all his subcontractors.
- 4 In addition to the requirements of Clause 36 of the GCC (as amended by Special Condition of Contract contained in Volume 3 of the Contract Documents pertaining to this Contract) and all relevant requirements of the above-mentioned Volume 3, the Mandatary agrees to execute all the Works forming part of this Contract and to operate and utilize all machinery, Plant and equipment in accordance with the Act.
- 5 The Mandatary is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.
6. The Mandatary warrants that all his and his subcontractors workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No 130 of 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 Mandatary undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:
- a) The Mandatary shall assume the responsibility in terms of Section 16.1 of the Act. The Mandatary shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatary 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 Act shall be reported by the Mandatary 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 enquiry conducted in terms of section 32 of the Act into any incident involving the Mandatary and/or his employees and/or his subcontractors.

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Contractor

Witness 1

Witness 2

Employer

Witness 1



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

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

Witness ..... Witness .....

(Name) ..... (Name) .....  
(Print) ..... (Print) .....

SIGNED FOR AND ON BEHALF OF THE MANDATARY : .....

Witness ..... Witness .....

(Name) ..... (Name) .....  
(Print) ..... (Print) .....

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Contractor

Witness 1

Witness 2

Employer

Witness 1



ANNEXURE A

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

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

An example is given below:

"By resolution of the board of directors passed at a meeting held on ..... 20 ,  
Mr/Ms .....whose signature  
appears below, has been duly authorised to sign the AGREEMENT IN TERMS OF THE  
OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993) on behalf of .....

SIGNED ON BEHALF OF THE COMPANY : .....

IN HIS/HER CAPACITY AS : .....

DATE : .....

SIGNATURE OF SIGNATORY : .....

WITNESS : ..... WITNESS : .....

NAME (in capitals): ..... NAME : .....

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Contractor	Witness 1	Witness 2	Employer	Witness 1	



*C1.4 FORM OF GUARANTEE*

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

*GUARANTOR DETAILS AND DEFINITIONS*

“Guarantor” means: .....

Physical Address: .....

“Employer” means: .....

“Contractor” means: .....

“Engineer” means: .....

“Works” means: .....

“Site” means: .....

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

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

Amount in words: R .....

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

Amount in words: .....

“Expiry Date” means: .....

*CONTRACT DETAILS*

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

*PERFORMANCE GUARANTEE*

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

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Contractor

Witness 1

Witness 2

Employer

Witness 1





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

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Contractor

Witness 1

Witness 2

Employer

Witness 1



- 13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Acts No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at .....

Date.....

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

Capacity .....

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

Capacity.....

Witness signatory (1) .....

Witness signatory (2).....

Part C1.5 CIDB ADJUDICATOR'S AGREEMENT

This agreement is made on the.....day of ..... 20..... between: the Employer  
(*name of company / organisation*).....

of (*address*).....

..... and the Contractor  
(*name of company / organisation*) .....

of (*address*).....

..... (hereinafter called **the Parties**)

**And** (*name*).....

Of (*address*) .....  
(hereinafter called **the Adjudicator**)

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Contractor

Witness 1

Witness 2

Employer

Witness 1



Disputes or differences may arise/have arisen\* between the Parties under a Contract  
dated..... and known as Contract No.....

(Contract title) .....

and these disputes or differences shall be/have been\* referred to adjudication in accordance with the CIDB Adjudication Procedure, (hereinafter called "**the Procedure**") and the Adjudicator may be or has been requested to act.

(\* Delete as necessary)  
IT IS NOW AGREED as follows:

1. The rights and obligations of the Adjudicator and the Parties shall be as set out in the Procedure.
2. The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the Procedure.
3. The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses in accordance with the Procedure as set out in the Contract Data.
4. The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
5. The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

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Contractor

Witness 1

Witness 2

Employer

Witness 1



*SIGNED BY:*

(Signature):..... (Signature):..... (Signature):.....

**Name:** ..... **Name:** ..... **Name:** .....

who warrants that he/ she is duly authorised to sign for and on behalf of the **First Party** in the presence of

who warrants that he/ she is duly authorised to sign for and on behalf of the **Second Party** in the presence of

the **Adjudicator** in the presence of

**Witness:**

**Witness:**

**Witness:**

(Signature)..... (Signature)..... (Signature).....

**Name:** ..... **Name:** ..... **Name:**.....

**Address:** ..... **Address:** ..... **Address:** .....

**Date:** ..... **Date:** ..... **Date:** .....

---

Contractor

Witness 1

Witness 2

Employer

Witness 1



## Section C1.5: Protection of the Environment Declaration

The Contractor will not be given right of access to the Site until this form has been signed

CONTRACT NO.: **04/2024-25**

CONTRACT TITLE: **Panel Appointment: Appointment of Contractors for the Construction of Rural Sanitation for A Period of 36 Months**

I/ we,..... (Contractor) record as follows:

1. I/ we, the undersigned, do hereby declare that I/ we am/ are aware of the increasing requirement by society that construction activities shall be carried out with due regard to their impact on the environment.
2. In view of this requirement of society and a corresponding requirement by the Employer with regard to this Contract, I/ we will, in addition to complying with the letter of the terms of the Contract dealing with protection of the environment, also take into consideration the spirit of such requirements and will, in selecting appropriate employees, plant, materials and methods of construction, in-so-far as I/ we have the choice, include in the analysis not only the technical and economic (both financial and with regard to time) aspects but also the impact on the environment of the options. In this regard, I/ we recognize and accept the need to abide by the “precautionary principle” which aims to ensure the protection of the environment by the adoption of the most environmentally sensitive construction approach in the face of uncertainty with regard to the environmental implications of construction.
3. I/ we declare that I/ we have read and understood the contents of the Environmental Management Programme (which is comprised of the Environmental Management Specification and its Annexures) for this Contract,

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



and that I/ we understand my/our responsibilities in terms of enforcing and implementing the Environmental Management Programme. I/ we also declare that I/ we have made appropriate provision in my/ our pricing of the Bills of Quantities items for the Environmental Management Programme.

4. I/ we acknowledge and accept the right of the Employer to deduct, should he so wish, from any amounts due to me/ us, such amounts (hereinafter referred to as fines) as the Employer's Agent shall certify as being warranted in view of my/ our failure to comply with the terms of the Contract dealing with protection of the environment, subject to the following:

4.1 The Employer's Agent, in determining the amount of such fine, shall take into account, inter alia, the nature of the offence, the seriousness of its impact on the environment, the degree of prior compliance/non-compliance, the extent of the Contractor's overall compliance with environmental protection requirements and, in particular, the extent to which he considers it necessary to impose a sanction in order to eliminate/reduce future occurrences

The Employer's Agent shall, with respect to any fine imposed, provide me/ us with a written statement giving details of the offence, the facts on which the Employer's Agent has based his assessment and the terms of the Contract (by reference to the specific clause) which has been contravened.

Signed ..... Date.....  
CONTRACTOR

---

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



## Section C1.6: Insurance Broker's Warranty

Pro Forma

Letterhead of Contractor's Insurance Broker

Date

GA-SEGONYANA LOCAL MUNICIPALITY  
Municipal Building - Cardington Road  
(Near Churchill Village), Mothibistad  
Kuruman, 8460

Dear Sir

CONTRACT NO.: **04/2024-25**

CONTRACT TITLE: **Panel Appointment: Appointment of Contractors for the Construction of Rural Sanitation for A Period of 36 Months**

NAME OF CONTRACTOR:

I, the undersigned, do hereby confirm and warrant that all the insurances required in terms of the abovementioned contract have been issued and/or in the case of blanket/umbrella policies, have been endorsed to reflect the interests of the Ga-Segonyana Local Municipality with regard to the abovementioned contract, and that all the insurances and endorsements, etc., are all in accordance with the requirements of the contract.

I furthermore confirm that all premiums in the above regard have been paid.

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Yours faithfully

Signed:

For:

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2





## Section C1.7: Contract of Temporary Employment as Community Liaison Officer

Construction Contract No.: **04/2024-25**

**PROJECT: Panel Appointment: Appointment of Contractors for the Construction of Rural Sanitation for A Period of 36 Months**

AGREEMENT made between the CONTRACTOR

and the Community Liaison

Officer..... , hereafter referred to as the CLO, for the appointment and employment of a CLO for the duration of the work in respect of the above-named construction contract.

### 1. THE PARTIES HAVE AGREED THAT

The CLO will be employed by the CONTRACTOR on a temporary basis for the duration of the work from the date of signing this agreement to the date of practical completion as defined in the Contract, subject to all the conditions set out below.

### 2. THE DUTIES OF THE COMMUNITY LIAISON OFFICER SHALL BE:

1. to keep the community informed on the progress of the project;
2. to keep the Contractor informed on relevant Community affairs and possible grievances;
3. to manage the recruitment of workers from the Sub-Council Job-Seekers Database;
4. to assist the Contractor's supervisory staff in the management of the workers.

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**3. THE FOLLOWING CONDITIONS OF EMPLOYMENT SHALL APPLY:**

The Conditions of Temporary Employment as applicable on this Contract for the workers recruited from the Community shall apply equally to the CLO, except that the rate of remuneration shall be R5000.00 per month. These conditions that apply are listed below as they appear in the Contract of Temporary Employment:

3.1 If required to work on a statutory public holiday or Sunday the payment will be double the amount stated in the previous paragraph.

3.2 Maximum hours of work:

- (i) 9¼ hours per day
- (ii) 45 hours per week;
- (iii) 5 days per week;
- (iv) 5 hours without an interval, whereupon there shall be an interval of at least 30 minutes;
- (v) A spread-over period of 12 hours.

3.3 The CLO shall be entitled to payment where he is prevented from working by reasons which are within the control of the Contractor.

3.4 On days when it is raining the Contractor may, before 9 a.m., decide not to open the site and there will be no pay.

If the Contractor closes the site between 9 a.m. and 1 p.m., the CLO will be paid half the daily wage.

If the site works later than 1 p.m., the CLO will be paid the full daily wage.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



3.5 Workers and the CLO will not be permitted to work under conditions of:

- (i) undisciplined or unruly behavior;
- (ii) insubordination to Team Leader, Supervisors or Management;
- (iii) abuse of intoxicating substances;
- (iv) criminal actions by the employee;
- (v) strike action or political stayaways.

3.6 Workers, including the CLO, may be dismissed after two official written warnings for the following behavior:

- (i) undisciplined or unruly behavior;
- (ii) insubordination to Team Leader, Supervisors or Management;
- (iii) abuse of intoxicating substances;
- (iv) willful or negligent damage to or loss of machines or equipment.

The Contractor shall ensure that he has statements from at least two witnesses concerning any of the above situations.

The Contractor shall inform the CLO within 24 hours of any warning issued to workers employed from the Job-Seekers Database.

3.7 The CLO will be paid on monthly basis, on the same date as the rest of the workers on site.

3.8 The CLO shall be given a statement with each payment on which is recorded:

- (i) the name of the Contractor;
- (ii) the CLO's name;
- (iii) the number of days worked by the CLO;
- (iv) the rate per day;
- (v) the details of any deductions made;
- (vi) the actual amount paid to the CLO.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- 3.9 No deduction shall be made from the remuneration except where the CLO consents in writing or unless the Contractor is permitted or required to do so by law or the order of any competent court.
- 3.10 The CLO shall be supplied free of charge with all health and safety equipment required by the Occupation Health and Safety Act. The equipment shall remain the property of the Contractor.
- 3.11 The Contractor must give the CLO at least one week's notice of the termination of the Contract of Temporary Employment. If this is not done, the CLO must be paid earnings for five days. This condition does not apply if the CLO is dismissed.
- 3.12 At the end of the period of temporary employment, the Contractor shall provide a Certificate of Service recording the Contractor's name, the CLO's name and address, the period of service, the type of work on which the CLO was engaged and the rate of remuneration on termination.

#### 4. TERMINATION OF AGREEMENT

- 4.1 If the CLO can no longer perform and execute his/her duties as detailed in this agreement, this agreement will be terminated without prejudice to any rights under this agreement.

#### 5. THE CONDITIONS OF THIS AGREEMENT

- 5.1 The parties expressly declare that this agreement contains all the conditions negotiated between them, and no condition or stipulation not contained herein shall be binding upon the parties.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**6. THUS AGREED AND SIGNED BY THE PARTIES:**

Contractor: .....

Community Liaison officer: .....

Date: .....

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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**GA-SEGONYANA LOCAL MUNICIPALITY BID NO : 04/2024-25**

**Panel Appointment: Appointment of Contractors for the  
Construction of Rural Sanitation for A Period of 36 Months**

**PORTION 2: THE CONTRACT**

**PART C2**

**Pricing Data**

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Contractor

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CONTENTS LIST

**Section**                      **Description**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## Part C2.1: Pricing Instructions

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2





## SECTION C2.1: PRICING INSTRUCTIONS

### 1. GENERAL

The pricing instructions describe the criteria and assumptions which will be assumed in the Contract that the Tenderer has taken into account when developing his prices. The Bills of Quantities record the Contractor's rates for providing supplies, services, engineering and construction works in accordance with the Scope of Work.

The terms of payment and the provisions for price adjustment, if applicable, are established in the Contract Data. These items are not described in the Pricing Data.

The Tenderer's obligations in pricing the tender offer and the Employer's undertakings in the checking and correction of arithmetical errors are dealt with in the Standard Conditions of Tender contained in Annexure F of SANS 294, as amended in and read in conjunction with the Tender Data.

### 2. DOCUMENTS MUTUALLY EXPLANATORY

The documents forming the Contract are to be taken as mutually explanatory of one another. The Bill of Quantities forms an integral part of the Contract Documents and shall be read in conjunction with the Tender Data, Contract Data, Scope of Work, Site Information General and Special Conditions of Contract, the Specifications and the Drawings.

### 3. DEFINITIONS

For the purpose 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 Scope of Work and Site Information.

Quantity:      The number of units of work for each item.

Rate:            The payment per unit of measurement at which the  
Contractor contracts to do the work

Amount:        The product of the quantity and the rate tendered for an  
item

Sum:            An amount contracted for an item, the extent of which is  
described in the Bill of Quantities, the specifications or

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



elsewhere but the quantity of work of which is not  
measured in any units

#### 4. DESCRIPTIONS

Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the Standardized Specifications. Clause 8 of each Standardized Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardized Specification, or the Scope of Work, conflict with the terms of the Bill, the requirements of the Standardized Specification or Scope of Work, as applicable, shall prevail.

#### 5. REFERENCES

The clauses in a specification in which further information regarding the schedule item can be obtained appears under "Reference clause" in the Bill. The reference clauses indicated are not necessarily the only sources of information in respect of scheduled items. Further information and specifications may be found elsewhere in the contract documents. Standardized Specifications are identified by the letter or letters which follow SABS in the SABS 1200 series of specifications, e.g. G for SABS 1200 G.

#### 6. UNITS OF MEASUREMENT

The units of measurement indicated in the Bill of Quantities are metric units. The following abbreviations are used in the Bill of Quantities:

%	=	per cent
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kilolitre
km	=	kilometre
km-pass	=	kilometre-pass
kW	=	kilowatt
l	=	litre
m	=	metre
mm	=	millimetre
MN	=	meganewton
MN-m	=	meganewton-metre
MPa	=	megapascal
m <sup>2</sup>	=	square metre
m <sup>3</sup>	=	cubic metre
m <sup>3</sup> -km	=	cubic metre-kilometre

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



m <sup>2</sup> -pass	=	square metre-pass
no	=	number
PC sum	=	Prime Cost sum
Prov Sum	=	Provisional Sum
sum	=	lump sum
t	=	ton (1 000 kg)

## 7. NET MEASUREMENTS

Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for off-cuts and waste.

## 8. QUANTITIES

The quantities set out in these Bills of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.

The Contract Amount to be determined in accordance with the conditions of contract identified in the Contract Data shall be computed from the actual quantities of authorized work done, value at rates determined in terms of the Contract Data, against the respective items in the Bill of Quantities.

## 9. CURRENCY

All rates and sums of money quoted in the Bill of Quantities shall be in Rand and whole cents. Fractions of a cent shall be discounted.

## 10. VALUE ADDED TAX

Value Added Tax shall be excluded from the rates and sums contracted for the various items of work included in the Bill of Quantities. VAT will be added as a single entry to the summary.

## 11. RATES AND PRICES

### 11.1 General

- a) The Contractor must price each item in the Bill of Quantities in BLACK INK. Reproduced computer printouts of the Bills of Quantities will not be acceptable.
- b) The rates and prices to be inserted in the Bill of Quantities shall cover all

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



the services and incidentals for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution 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, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.

- c) Where the Contractor is required to furnish detailed drawings and designs or other information in terms of the Contract Data, all costs thereof shall be deemed to have been provided for and included in the unit rates and sum amounts contracted for the items scheduled in the Bill of Quantities. Separate additional payments will not be made.
- d) A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill. The Contractor will not be paid for items against which no rate or lump sum has been entered in the Bill of Quantities.
- e) Should the Contractor group a number of items and contract one lump sum for such group of items, this single lump sum shall apply to that group of items and not to each individual item.
- f) Should the Contractor indicate against any item that compensation for such item is included in another item; the rate for the item included in another item shall be deemed nil.
- g) A submission may be regarded as non-responsive if any rates or lump sums in the Bill of Quantities are, in the opinion of the Employer, unreasonable or out of proportion.

### 11.2 "Rate only" items

The Contractor shall fill in a rate (in the rate column) against all items where the words "rate only" appear in the Amount column, which rate will constitute payment for work which may be done in terms of this item. Such "rate-only" items are used where it is estimated that little or no work will be required under the item or where the item is to be considered as an alternative to another item for which a quantity is given.

### 11.3 Arithmetic

Excepting where Sum Amounts are required or where Provisional Sums have been indicated, the Contractor shall enter an applicable rate in the Rate Column of the Bill of Quantities for each scheduled item. He shall also enter an appropriate sum in

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



the Amount column for each scheduled item, by determining in the applicable line item the product of the Quantity and the Unit Rate.

If there is an error in the line item resulting from the product of the unit rate and the quantity, the rate shall be binding and the error of extension as entered in the tender offer will be corrected by the Employer in determining the Contract Price.

Where there is an error in addition, either as a result of other corrections required by this checking process or in the Bidder's addition of prices, such error will be corrected by the Employer in determining the Contract Price.

12. *VARIATION IN TEXT*

No alteration, erasure or addition is to be made in the text of the Bill of Quantities. Should any alteration, erasure or addition be made, it will not be recognized; the original wording of the Bill of Quantities will be adhered to.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## SECTION C2.2: BILL OF QUANTITIES

### BILL 1 – PRELIMINARY AND GENERAL

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<b>BILL 1:</b> <b><u>CONTRACT ADMINISTRATION AND GENERAL REQUIREMENTS</u></b>				
	As specified in Section1 of the Standard Specification and in the Detail Specification				
1.01	The provision of sureties, insurances and other preliminary and general items	Sum	1		
1.02	Establish facilities on the site (per village) Facilities for employer				
1.02.1	(a) Contractor name board	No	1		
1.02.2	(b) Cart Port	No	1		
	Facilities for contractor				
1.02.3	(a) Offices and storage sheds	Sum	1		
1.02.4	b) Telephone	Sum	1		
1.02.5	(c) Plant	Sum	1		
1.02.6	d) Accommodation	Sum	1		
1.02.7	e) Dealing with Water	Sum	1		
1.02.8	f) Other fixed charge obligation	Sum	1		
1.03	Removal of Contractor's site establishment including excess/defective materials from site on completion of Works	Site/ Village	1		
1.04	<b>Time Related Items (monthly)</b> <b>Operations and maintenance of facilities on site</b> Facilities for the contractor fro the duration of the contract, except where otherwise stated				
1.04.1	(a) Offices and storage sheds	Month	1		
1.04.2	(b) Plant	Month	1		
1.04.3	(c) Ablution	Month	1		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1.04.4	d) Accommodation	Month	1		
1.04.5	e) Supervision for duration of the construction	Month	1		
1.04.4	Company and head office overhead costs for the duration of the Contract	Month	1		
<b>1.05 Sums stated provisionally by the employer</b>					
1.05.1	Remuneration of CLO	Month	36	R 6 500.00	R 18 000.00
1.05.2	Percentage adjustment to cover Contractor's expenses with regard to item 1.05.1	%			
1.05.3	Payment for Compensation of PSC meeting attendance	prov Sum			R 6 000.00
1.05.4	Percentage adjustment to cover Contractor's expenses with regard to item 1.05.1	%			
<b>1.06 Occupational Health &amp; Safety</b>					
	Provision for the cost related to the Occupational Health and Safety Act, 85 of 1993, and the relevant Regulations	Sum/ Village	1		
1.07	Provision of hand tools for the erection of toilet structures for all villages				
1.07.1	Supply and delivery of all hand tools necessary to erect the structure i.e. Hammers, spirit levels, measuring tapes, spanners, etc.	Sum/ Village	1		
1.07.2	Provision for maintenance replacement of the hand tools indicated in 1.07.1 above	Sum/ Village	1		
1.08	Training <ul style="list-style-type: none"> <li>Provide full PPE (Safety boots, Overall, Gloves, Goggles and reflectors) etc.</li> </ul>				R 40 000.00
<b>TOTAL CARRIED FORWARD TO SUMMARY OF BOQ</b>					

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## BILL 2 – VIP TOILET STRUCTURE

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<b><u>BILL 2 : Earthworks</u></b>				
<b>2.10</b>	<b><u>Site Clearance</u></b>				
	Clearing and grubbing by removing vegetation and trees of any grit up to 7m <sup>2</sup> over VIP footprint area	m <sup>2</sup>	1		
<b>2.11</b>	<b><u>Excavation</u></b>				
	Excavation in all material not exceeding by means of Labour Intensive				
	i) 0m up to 1.5m	m <sup>3</sup>	1		
	ii) Exceeding 1.5m and up to 2m	m <sup>3</sup>	1		
<b>2.11.1</b>	Extra over item 2.11 (provisional) for				
	i) Intermediate excavation	m <sup>3</sup>	1		
	ii) Hard rock	m <sup>3</sup>	1		
<b>2.11.2</b>	Backfilling and compact by means of labour intensive in layers of 100mm compacted to 90% MOD Aashto				
	i) Using excavated material	m <sup>3</sup>	1		
	ii) Using imported selected material	m <sup>3</sup>	1		
<b>2.11.3</b>	Extra over item 2.11.2 (provisional) for				
	i) Soil cement backfill (5% cement)	m <sup>3</sup>	1		
	ii Class 15/19 cast in-situ concrete encasing	m <sup>3</sup>	1		
<b>2.11.4</b>	Overhaul of material hauled in excess of a 1.0km(ordinary)	m <sup>3</sup>	1		
	<b><u>MATERIALS - PREFABRICATED VIP TOILET STRUCTURAL COMPONENTS AND ACCESSORIES</u></b>				
<b>2.12</b>	<b>Provision of VIP top structures</b>				
<b>2.12.1</b>	Supply and delivery of VIP top structures to village and distribution to individual households	No	1.00		
<b>2.13</b>	<b>Provision of VIP pit structures/liners/collars</b>				
<b>2.13.1</b>	Supply and delivery of VIP pit structures/liner for soft soil sandy conditions to village and distribution to individual households	No	1.00		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2





ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
2.14	<b>Provision of VIP accessories</b>				
2.14.1	Supply and delivery of all VIP fittings incl. pedestal, toilet seat, vent pipe, vent cowl, handwash facility, etc. to village and distribution to individual households	No	1.00		
	<b>TOTAL CARRIED FORWARD TO SUMMARY OF BOQ</b>				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



### BILL 3 – UDS TOILET STRUCTURE

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<b><u>BILL 3 : Earthworks</u></b>				
<b>2.10</b>	<b><u>Site Clearance</u></b> Clearing and Grubbing by removing vegetation and trees of any grit up to 7m <sup>2</sup> over VIP foot print area	m <sup>2</sup>	1		
<b>2.11</b>	<b><u>Excavation</u></b> Excavation in all material not exceeding by means of Labour Intensive				
	i) 0m up to 1.5m	m <sup>3</sup>	1		
	ii) Exceeding 1.5m and up to 2m	m <sup>3</sup>	1		
<b>2.11.1</b>	Extra over item 2.11 (provisional) for				
	i) Intermediate excavation	m <sup>3</sup>	1		
	ii) Hard rock	m <sup>3</sup>	1		
<b>2.11.2</b>	Backfilling and compact by means of labour intensive in layers of 100mm compacted to 90% MOD Aashto				
	i) Using excavated material	m <sup>3</sup>	1		
	ii) Using imported selected material	m <sup>3</sup>	1		
<b>2.11.3</b>	Extra over item 2.11.2 (provisional) for				
	i) Soil cement backfill (5% cement)	m <sup>3</sup>	1		
	ii Class 15/19 cast in-situ concrete encasing	m <sup>3</sup>	1		
<b>2.11.4</b>	Overhaul of material hauled in excess of a 1.0km(ordinary)	m <sup>3</sup>	1		
	<b><u>BILL 3</u></b>				
	<b><u>MATERIALS - PREFABRICATED UDS TOILET STRUCTURAL COMPONENTS AND ACCESSORIES</u></b>				
<b>3.10</b>	<b>Provision of UDS top structures</b> Supply and delivery of UDS top structures to village and distribution to individual households	No	1.00		
<b>3.11</b>	<b>Provision of UDS pit structures</b>	No	1.00		
<b>3.11.1</b>	Supply and delivery of sealed UDS pit structures to village and distribution to individual households				
<b>3.12</b>	<b>Provision of UDS accessories</b>	No	1.00		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3.12.1	Supply and delivery of all UDS fittings incl. UDS pedestal, toilet seat, urinal, drainpipe to soakaway plus fittings, vent pipe, vent cowl, handwash facility, etc. to village and distribution to individualhouseholds				
<b>TOTAL CARRIED FORWARD TO SUMMARY OF BOQ</b>					

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## Ga-Segonyana Local Municipality BID

NO: **04/2024-25**

### Panel Appointment: Appointment of Contractors for the Construction of Rural Sanitation for A Period of 36 Months

## PORTION 2: THE CONTRACT

### SECTION C2.3

#### Summary of Bill of Quantities

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



### Section C2.3: Summary of Bill of Quantities

BILL NO	DESCRIPTION	AMOUNT Rand
BILL 1 :	PRELIMINARY AND GENERAL	R
BILL 2 :	VIP TOILET STRUCTURES	R
BILL 3 :	UDS TOILET STRUCTURES	R
	<b>SUB-TOTAL</b>	<b>R</b>
	Add 10 % Contingencies	R
	<b>SUB-TOTAL</b>	<b>R</b>
	Add VAT (15%)	R
	<b>TOTAL (INCL VAT)</b>	<b>R</b>

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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## GA-SEGONYANA LOCAL MUNICIPALITY

BID NO: 04/2024-25

### **Panel Appointment: Appointment of Contractors for the Construction of Rural Sanitation for A Period of 36 Months**

## **PORTION 2: THE CONTRACT**

### **PART C3**

### **SCOPE OF WORK**

Specifies and describes the supplies, services, or engineering and construction works which are to be provided and any other requirements and constraints relating to the manner in which the contract work is to be performed.

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## SECTION C3.1: DESCRIPTION OF WORKS

### C3.1.1 EMPLOYERS OBJECTIVES

The employer's objectives are to deliver public infrastructure using labour intensive methods in accordance with EPWP Guidelines

Labour-intensive works

Labour-intensive works shall be constructed/maintained using local workers who are temporarily employed in terms of this Scope of Work.

Labour-intensive competencies of supervisory and management staff

Contractors shall engage supervisory and management staff in labour-intensive works that have completed the skills programme including Foremen/Supervisors at NQF "National Certificate: Supervision of Civil Engineering Construction Processes" and Site Agent/Manager at NQF level 5 "Manage labour-intensive Construction Processes" or equivalent QCTO qualifications.

### C3.1.2 OVERVIEW OF THE WORKS

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

### C3.1.3 EXTENT OF THE WORKS

The construction of VIP toilets in Ga-Segonyana Local Municipality which includes the following:

- Establishment of the Contractor's Camp Site
- Excavation for VIP pit
- Foundations and brickwork lining
- Concrete slabs for superstructure
- Procurement and installation of top structure
- Construction of Soak-away
- Commissioning of the Works and Maintenance as per contract data

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### C3.1.4 LOCATION OF THE WORKS

The limits of the project are as shown on the locality plan bound into the book of drawings to be received together with this document.

The site shall not only include the works area for the construction of the new services, but shall be extended in the broader sense to take account of all areas occupied by the Contractor, be it deliberate or unintentional, in the execution of the contract.

### C3.1.5 GENERAL INFORMATION

#### 1.1 Labour Regulations

##### **C3.1.7.1 Payment for the labour-intensive component of the works**

Payment for works identified in clause 2.3 “the Extent of the Project” in the Project Specifications as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the scope of work. Any non- payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

##### C3.1.7.2 Applicable labour laws

The Ministerial Determination for Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in **Government Notice N° R949 in Government Gazette 33665 of 22 October 2010**, as reproduced below, shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.

##### C3.1.7.3 Introduction

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

In this document –

- (a) “department” means any department of the State, implementing agent or contractor;
- (b) “employer” means any department, implementing agency or contractor that hires workers to work in elementary occupations on a SPWP;
- (c) “worker” means any person working in an elementary occupation on a SPWP;
- (d) “elementary occupation” means any occupation involving unskilled or semi-skilled work;
- (e) “management” means any person employed by a department or

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- implementing agency to administer or execute an SPWP;
- (f) “task” means a fixed quantity of work;
  - (g) “task-based work” means work in which a worker is paid a fixed rate for performing a task;
  - (h) “task-rated worker” means a worker paid on the basis of the number of tasks completed;
  - (i) “time-rated worker” means a worker paid on the basis of the length of time worked.

#### C3.1.7.4 Terms of Work

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

#### C3.1.7.5 Normal Hours of Work

An employer may not set tasks or hours of work that require a worker to work–

- (a) more than forty hours in any week
- (b) on more than five days in any week; and
- (c) for more than eight hours on any day.
- (d) An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.
- (e) A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

#### C3.1.7.6 Meal Breaks

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

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#### C3.1.7.7 Special Conditions for Security Guards

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

#### C3.1.7.8 Daily Rest Period

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

#### C3.1.7.9 Weekly Rest Period

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

#### C3.1.7.10 Work on Sundays and Public Holidays

- (a) A worker may only work on a Sunday or public holiday to perform emergency or security work.
- (b) Work on Sundays is paid at the ordinary rate of pay.
- (c) A task-rated worker who works on a public holiday must be paid –
  - i. the worker’s daily task rate, if the worker works for less than four hours;
  - ii. double the worker’s daily task rate, if the worker works for more than four hours.
- (d) A time-rated worker who works on a public holiday must be paid –
  - i. the worker’s daily rate of pay, if the worker works for less than four hours on the public holiday;
  - ii. double the worker’s daily rate of pay, if the worker works for more than four hours on the public holiday.

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#### C3.1.7.11 Sick Leave

- (a) Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.
- (b) A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.
- (c) A worker may accumulate a maximum of twelve days' sick leave in a year.
- (d) Accumulated sick-leave may not be transferred from one contract to another contract.
- (e) An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- (f) An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
- (g) An employer must pay a worker sick pay on the worker's usual payday.
- (h) Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –
  - i. absent from work for more than two consecutive days; or
  - ii. absent from work on more than two occasions in any eight-week period.
- (i) A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.
- (j) A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

#### C3.1.7.12 Maternity Leave

- (a) A worker may take up to four consecutive months' unpaid maternity leave.
- (b) A worker is not entitled to any payment or employment-related benefits during maternity leave.
- (c) A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.

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- (d) A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- (e) A worker may begin maternity leave –
- (f) four weeks before the expected date of birth; or
- (g) on an earlier date –
  - (i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
  - (ii) if agreed to between employer and worker; or
  - (iii) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
- (h) A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.
- (i) A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the SPWP on which she was employed has ended.

#### C3.1.7.12 Family responsibility leave

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

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

#### C3.1.7.13 Statement of Conditions

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

- (a) the employer's name and address and the name of the SPWP;
- (b) the tasks or job that the worker is to perform; and
- (c) the period for which the worker is hired or, if this is not certain, the

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- expected duration of the contract;
- (d) the worker's rate of pay and how this is to be calculated;
- (e) the training that the worker will receive during the SPWP.
- (f) An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
- (g) An employer must supply each worker with a copy of these conditions of employment.

#### C3.1.7.14 Keeping Records

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

- (a) the worker's name and position;
- (b) in the case of a task-rated worker, the number of tasks completed by the worker;
- (c) in the case of a time-rated worker, the time worked by the worker;
- (d) payments made to each worker.
- (e) The employer must keep this record for a period of at least three years after the completion of the SPWP.

#### C3.1.7.15 Payment

- (a) An employer must pay all wages at least monthly into a bank account.
- (b) A task-rated worker will only be paid for tasks that have been completed.
- (c) An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.
- (d) A time-rated worker will be paid at the end of each month.
- (e) Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- (f) Payment in cash or by cheque must take place –
  - i. at the workplace or at a place agreed to by the worker;
  - ii. during the worker's working hours or within fifteen minutes of the start or finish of work;
  - iii. in a sealed envelope which becomes the property of the worker.

#### **C3.1.7.16** An employer must give a worker the following information in writing –

- (a) the period for which payment is made;
- (b) the numbers of tasks completed or hours worked;

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- (c) the worker's earnings;
- (d) any money deducted from the payment;
- (e) the actual amount paid to the worker.
- (f) If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it
- (g) If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

#### C3.1.7.17 Deductions

- (a) An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- (b) An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- (c) An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.
- (d) An employer may not require or allow a worker to –
  - i. repay any payment except an overpayment previously made by the employer by mistake;
  - ii. state that the worker received a greater amount of money than the employer actually paid to the worker; or
  - iii. pay the employer or any other person for having been employed.

#### C3.1.7.18 Health and Safety

- (a) Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
- (b) A worker must –
  - i. work in a way that does not endanger his/her health and safety or that of any other person;
  - ii. obey any health and safety instruction;
  - iii. obey all health and safety rules of the SPWP;
  - iv. use any personal protective equipment or clothing issued by the employer;

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v. report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

#### C3.1.7.19 Compensation for Injuries and Diseases

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

#### C3.1.7.20 Termination

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

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C3.1.7.21 Certificate of Service

On termination of employment, a worker is entitled to a certificate stating –

- (a) the worker's full name;
- (b) the name and address of the employer;
- (c) the SPWP on which the worker worked;
- (d) the work performed by the worker;
- (e) any training received by the worker as part of the SPWP;
- (f) the period for which the worker worked on the SPWP;
- (g) any other information agreed on by the employer and worker.

C3.1.7.22 Contractor's default in payment to Labourers and Employees

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

C3.1.7.23 Provision of Handtools

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

C3.1.7.23 Reporting

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

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

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## SECTION C3.2: ENGINEERING

### *C3.2.1 EMPLOYERS DESIGN*

The permanent works included in this contract has been designed by the Employer unless otherwise stated. The detail of the works is indicated on the drawings and in the specifications. The Bidder may submit alternative offers for designs prepared by himself subject to the conditions specified in Clause 2.12 of Section T1.6 of the Standard Conditions of Tender.

### *C3.2.2 DRAWINGS*

Drawings are bound in Section C3.2A. A drawing list is included in Section C3.2A

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## SECTION C3.2A: LIST OF BID DRAWINGS

<b>Drawing no</b>	<b>Drawing Title</b>
1	VIP Toilet: Precast Pit Lining
2	VIP Toilet: Precast Top Structure
3	VIP Toilet: UDS Toilet Unit

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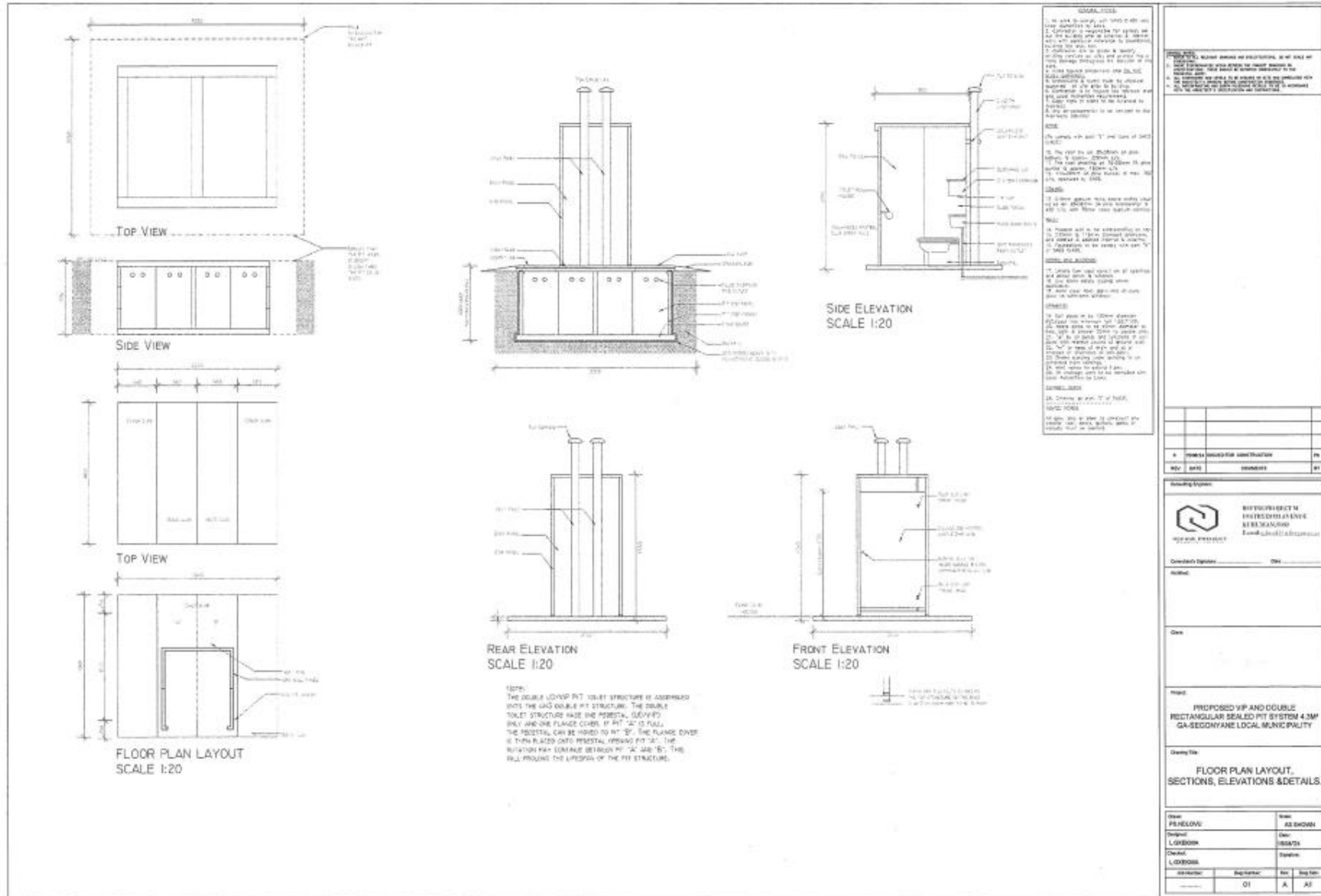
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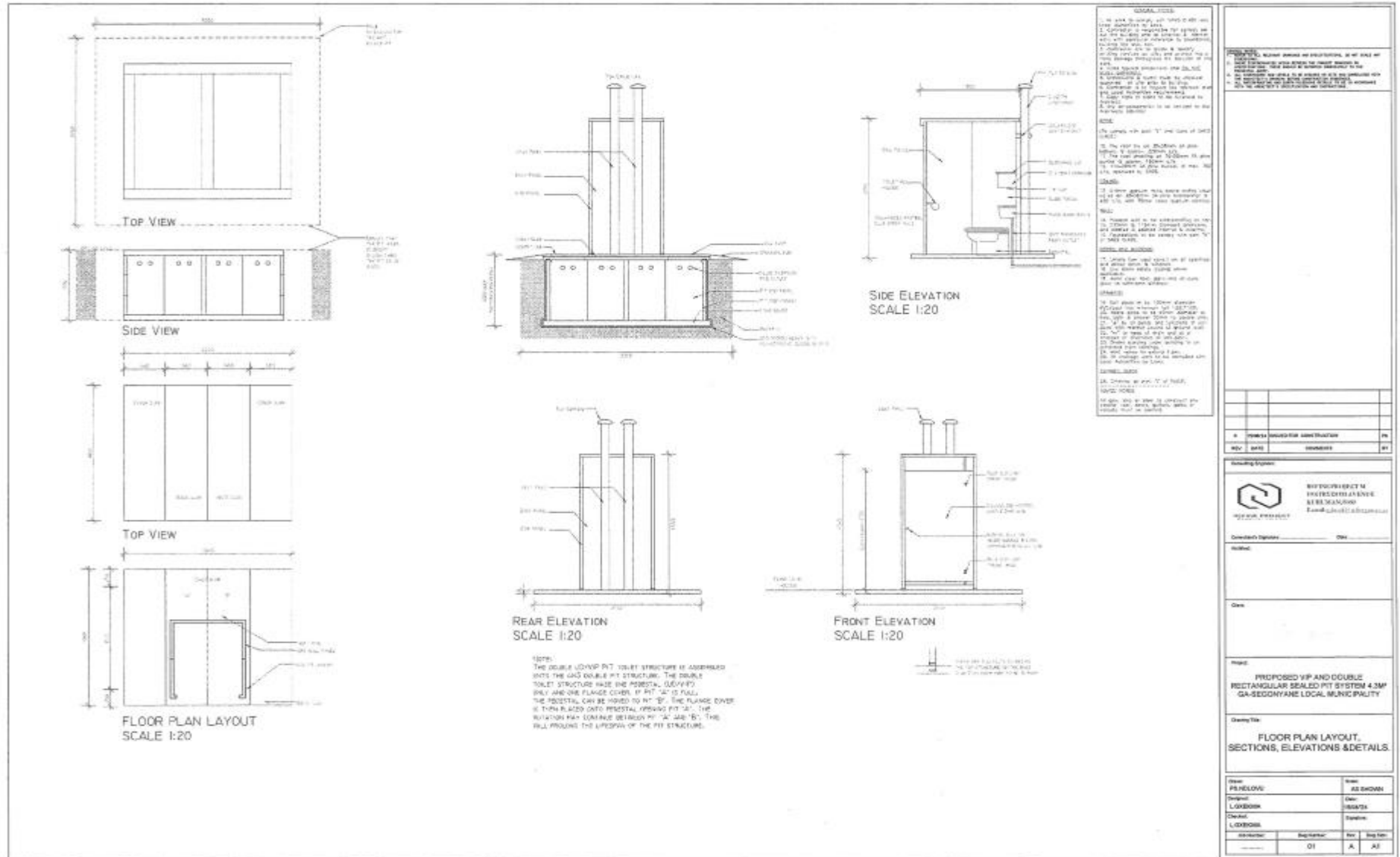
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## SECTION C3.3: PROCUREMENT

### C3.3.1 Procurement Principles

The Employer decided to adopt the Standard of Uniformity in Construction Procurement published by the Construction Industry Development Board (CIDB) for his procurement process.

The Standard for Uniformity in Construction Procurement establishes minimum requirements that:

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

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## SECTION C3.4: CONSTRUCTION

### SECTION 3.4.1: STANDARD SPECIFICATIONS

The standard specifications on which this contract is based are:

SABS 1200 A 1986	:	General
SABS 1200 C 1980 (Amended 1982)	:	Site Clearance
SABS 1200 D 1989	:	Earthworks
SABS 1200 GA 1982	:	Concrete (Small Works)

(Note: “SABS” has been changed to “SANS”; the SABS 1200 specifications are due to be replaced in the foreseeable future by SANS 1200)

The following SANS specifications are also referred to in this document and the Contractor is advised to obtain them from Standards South Africa (a division of SABS) in Pretoria:

SANS 1921 – 1 (2004):      Construction and Management Requirements for Works Contracts  
Part 1: *General Engineering and Construction Works*

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## SECTION C3.4: CONSTRUCTION

### SECTION 3.4.2: PROJECT SPECIFICATIONS

#### **STATUS**

The Project Specification, consisting of two parts, forms an integral part of the contract and supplements the Standard Specifications.

Part A contains a general description of the works, the site and the requirements to be met.

Part B contains variations, amendments and additions to the Standardized Specifications and, if applicable, the Particular Specifications.

In the event of any discrepancy between a part or parts of the Standardized or Particular Specifications and the Project Specification, the Project Specification shall take precedence. In the event of a discrepancy between the Specifications, (including the Project Specifications) and the drawings and / or the Bill of Quantities, the discrepancy shall be resolved by the Engineer before the execution of the work under the relevant item.

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

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*SPECIFICATIONS PART A:*

*GENERAL*

**PS1      PROJECT DESCRIPTION**

The Clients objective is to deliver public infrastructure using labour intensive methods in the construction of VIP toilets in Ga-Segonyana Local Municipality under Ga-Segonyana Local Municipality.

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

**PS2      DESCRIPTION OF THE SITE AND ACCESS**

2.1      Access to site

Access to the site can be obtained via the public streets and access roads within the perimeter of the site of works. The contractor shall be responsible for the maintenance and reinstatement of damage caused by him or his agents/deliveries to any property (Private or State Owned), fauna and flora and rights of way.

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

*PS3      DETAILS OF THE WORKS*

The work entails the Construction of **VIP** toilets in Ga-Segonyana Local Municipality. The works take place in a built up area, and the existing services will have to be handled as part of the process.

Nature of ground Conditions

The soil conditions are expected to be the same or less favorable. A lot of soft material and intermediate material can be expected.

Climatic Conditions

large parts of the municipality are identified as a semi-arid zone which means that the municipal area receives low annual rainfall, roughly 401-600mm.

Labour recruitment conditions

A project steering committee (PSC) will be established and is a vital means of communication

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between all parties involved with the project. The composition of the PSC comprises of representation by the employer, the Engineer and formal structures within the municipality/community.

The contractor shall make use of these communication channels, and shall appoint from amongst his site personnel a responsible person to participate in the affairs of the PSC, and this representative may also be required to attend the monthly PSC meetings.

It is mandatory that the contractor shall interact with the community via proactive project liaison and project participation by its leaders and constituted organizations and forums, as well as through the employment of its people, and these activities shall constitute essential facets of the project.

Local labour is to be used and the employment of such labour is to be done in conjunction with the PSC.

The PSC shall appoint a community liaison officer (CLO) which shall be remunerated under the the contract and shall be in full time employ of the contract. The duties of the CLO shall consist inter alia of the following:

- To be available on site daily between the hour of 07:00 and 16:00 and at the other times as the need arises. His normal working day will extend from 07:00 in the morning until 16:00 in the afternoon.
- To communicate daily with regard to number and skills availability
- To facilitate in labour disputes and to assist in their resolution.
- To attend all meetings in which the community and/or labour are present or are required to be represented.
- To attend all PSC meetings to report on labour
- To assist in the identification and screening of labourers from the community in accordance with the contractor's requirements.
- To advice and inform temporary labourers of their conditions of employment and to inform temporary labourers as early as possible when their period of employment will be terminated.
- To attend disciplinary proceedings to ensure that hearings are fair and reasonable.
- To keep a daily written record of his interviews and community liaison, labour force, etc.
- To attend monthly site meetings and report in writing on labour and contract matters
- Keeping a database of available labour
- All such other duties as agreed upon between all parties concerned.
- Compile a list of available skills in the area (skills audit)

**4.3 Responsibilities for design and construction** (*Read with SANS 1921 – 1:2004 Clause 4.2*)

**4.3.1** The responsibility strategy followed in this contract shall be A.

**4.3.2** The structural and civil engineer responsible for the design in accordance with the specification is: KMSD Engineering Consultants.

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#### 4.4 Planning, Programme and Method Statements (Read with SANS1921-1:2004 clause 4.3)

##### 4.4.1 Preliminary programme

*The Contractor shall include with his tender a preliminary programme on the prescribed form to be completed by all Tenderers. The programme shall be in the form of a simplified bar chart with sufficient details to show clearly how the works will be performed within the time for completion as stated in the Contract Data.*

Tenderers may submit tenders for an alternative Time for Completion in addition to a tender based on the initial tendered Time for Completion. Each such alternative tender shall include a preliminary programme similar to the programme above for the execution of the works, and shall motivate his proposal clearly by stating all the financial implications of the alternative completion time.

The Contractor shall be deemed to have allowed fully in his tendered rates and prices as well as in his programme for all possible delays due to normal adverse weather conditions and special non-working days as specified in the Special Conditions of Contract, in the Project Specifications and in the Contract Data.

##### 4.4.2 Programme in terms of Clause 12 of the General Conditions of Contract

It is essential that the construction programme, which shall conform in all respects to Clause 12 of the General Conditions of Contract, be furnished within the time stated in the Contract Data. The preliminary programme to be submitted with the tender shall be used as basis for this programme. The following must be stated on the programme:

- (a) The quantity of work applicable to each bar item as well as the rate at which the work will be completed.
- (b) A budget of the value of completed work, month by month, for the full contract period.
- (c) The critical path.
- (d) Work to be undertaken by Local Contractor (if applicable)
- (e) Training Courses
- (f) Schedule of plant and resources to be utilized

The Contractor's attention is also drawn to clause 40.3 of the General Conditions of Contract 2004.

##### 4.4.3 Time for Completion

The tenderer shall indicate under section C1.2.2: **Data provided by Contractor** the time within

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which the contract shall be completed.

#### 4.4.4 Delay in Completion

The Contractor shall organise the Works in such a manner that no delays occur. Delays due to faulty organisation or lack or shortage of materials or labour or co-operation with other parties or to any other cause within the control of the Contractor will not be countenanced and full power is reserved by the Engineer to order the Contractor to expedite the work should the work, in the opinion of the Engineer, not progress in a satisfactory way.

#### 4.5 Quality Assurance (QA) *(Read with SANS 1921 – 1: 2004 clause 4.4)*

*The Contractor will be solely responsible for the production of work that complies with the Specifications to the satisfaction of the Engineer. To this end it will be the full responsibility of the Contractor to institute an appropriate Quality Assurance (QA) system on site. The Engineer will audit the Contractor's quality assurance (QA) system on a regular basis to verify that adequate independent checks and tests are being carried out and to ensure that the Contractor's own control is sufficient to identify any possible quality problems which could cause a delay or failure.*

The Contractor shall ensure that efficient supervisory staff, the required transport, instruments, equipment and tools are available to control the quality of his own workmanship in accordance with his QA-system. His attention is drawn to the fact that it is not the duty of the Engineer or the Engineer's representative to act as foreman or surveyor.

#### 4.6 Management and disposal of water *(Read with SANS 1921 - 1: 2004 clause 4.6)*

*The Contractor shall pay special attention to the management and disposal of water and stormwater on the site. It is essential that all completed works or parts thereof are kept dry and properly drained. Claims for delay and for repair of damage caused to the works as a result of the Contractor's failure to properly manage rain and surface water, will not be considered.*

#### 4.7 Earthworks *(Read with SANS 1921 - 1: 2004 clause 4.10)*

##### 4.7.1 .....

#### 4.8 Testing *(Read with SANS 1921 – 1: 2004 clause 4.11)*

##### 4.8.1 Process control

The Contractor shall arrange for his own process control tests. The Contractor will be expected of to employ the services of the existing established laboratory on site. The Contractor must submit

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the results of tests carried out on materials and workmanship when submitting work for acceptance by the Engineer. The costs for these tests shall be deemed to be included in the relevant rates and no additional payment will be made for testing as required.

#### 4.8.2 Acceptance control

*The process control test results submitted by the Contractor for approval of materials and workmanship may be used by the Engineer for acceptance control. However, before accepting any work, the Engineer shall have his own acceptance control tests carried out by the laboratory.*

*The cost of acceptance testing shall be to the account of the client.*

### 4.9 Site Establishment *(Read with SANS 1921 - 1: 2004 clause 4.14)*

#### 4.9.1 Contractor's camp site and depot

The Contractor is responsible to provide a suitable site for his camp and to provide accommodation for his personnel, labourers, clerk of works and contracts manager. If the Employer can make any specific site available to the Contractor, such site will be pointed out to the Contractor.

*The Contractor shall provide security watchmen for the contract as he deems fit at no extra cost for the Employer. The Contractor must ensure that all his employees as well as the employees of his subcontractors are able to identify themselves as members of the construction team.*

The chosen site shall be subject to the approval of the Engineer and Employer. Possible locations for a campsite shall be pointed out at the Site Inspection. The Contractor shall conform to all local authority, environmental and industrial regulations.

#### 4.9.2 Power Supply

The Contractor shall make his own arrangements concerning the supply of electrical power at the contractor's campsite. No direct payment shall be made for the provision of electrical services. Electrical power cannot be guaranteed by the service provider. During power failures and shortages, the Contractor must make his own arrangements for the provision of electricity.

The rates tendered for the relevant items in the Preliminary and General Section of the schedule shall include all costs for the establishment and maintenance of a power supply to the works.

#### 4.9.3 Water Supply and Sewer

The Contractor shall erect and maintain on the site proper ablution facilities. The Contractor shall service and maintain the facilities in a clean and hygienic state for the duration of the contract period and on completion of the works from the site.

*The Contractor shall make his own arrangements concerning the supply of water and sewer*

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*disposal at the contractor's campsite. No direct payment shall be made for the provision of water or sewer disposal.*

*The Contractor must supply all necessary materials for the water connection at a position pointed out by the Engineer. The availability of water cannot be guaranteed by the Municipality and in the event of water no longer being freely available, the Contractor must make his own arrangements to acquire it.*

The rates tendered for the relevant items in the Preliminary and General Section of the schedule shall include all costs for the establishment and maintenance of water supply to the works and the Contractor shall make his own arrangements for the possible conveyance and storage of water if necessary. The Contractor will be held responsible for any wastage of water due to negligence.

#### 4.9.4 Accommodation of Employees

*The contractor shall provide the necessary ablution facilities at his camp site and the site of the works for the use of his employees. Chemical toilets will only be allowed where temporary facilities have to be provided. The contractor shall make his own arrangements to house his employees and to transport them to site. Only security guards will be allowed to sleep or be accommodated on the site.*

#### 4.9.5 Water for construction

The contractor shall make his own arrangements concerning the supply of water for the construction.

#### 4.9.6 Facilities for the Engineer

A site office of the Engineer is required with an area of 10m<sup>2</sup>

#### 4.9.7 Telephone Facilities

Telephone and facsimile facilities are needed on the site.

#### **4.9.8 Survey beacons** *(Read with SANS 1921 - 1 : 2004 clause 4.15)*

*The Contractor shall take special precautions to protect all permanent survey beacons or pegs such as bench-marks, stand boundary pegs and trigonometrical beacons, regardless whether such beacons or pegs were placed before or during the execution of the Contract. If any such*

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*beacons or pegs have been disturbed by the Contractor or his employees, the Contractor shall have them replaced by a registered land surveyor at his own cost.*

**4.10 Existing Services** (Read with SANS 1921 - 1: 2004 clause 4.17)

*The Contractor shall make himself acquainted with the position of all existing services before any excavation or other work likely to affect the existing services is commenced.*

*The Contractor will be held responsible for any damage to known existing services caused by or arising out of his operations and any damage shall be made good at his own expense. Damage to unknown services shall be repaired as soon as possible and liability shall be determined on site when such damage should occur.*

Services belonging to the following service owners will be encountered:

SERVICE OWNER	TYPE OF SERVICE
Eskom	Electrical/Power lines
Telkom	Telephone lines
Ga-Segonyana Local Municipality	Sewer, water and electrical infrastructure

**4.11 Health and Safety** (Read with SANS 1921 - 1: 2004 clause 4.18)

4.11.1 General statement

It is a requirement of this contract that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act (OHSA) No 85 and Amendment Act No 181 of 1993, and the OHSA 1993 Construction Regulations 2003 issued on 18 July 2003 by the Department of Labour.

For the purpose of this contract the Contractor is required to confirm his status as mandatory and employer in his own right for the execution of the contract by entering into an agreement with the Employer in terms of the Occupational Health and Safety Act in the form as included in section C1.4.

4.11.2 Health and Safety Specifications and Plans

(a) Employer's Health and Safety Specification

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A Health and Safety Specification is included in Section C3.3, Part PE of the tender documents as part of the Particular Specifications.

(b) Tenderer's Health and Safety Plan

The Tenderer shall submit with the tender his own documented Health and Safety Plan proposed to be implemented for the execution of the work under the contract. The Health and Safety Plan must at least cover the following:

- (i) a proper risk assessment of the works, risk items, work methods and procedures in terms of Regulations 7 to 28;
- (ii) pro-active identification of potential hazards and unsafe working conditions;
- (iii) provision of a safe working environment and equipment;
- (iv) statements of methods to ensure the health and safety of subcontractors, employees and visitors to the site, including safety training in hazards and risk areas (*Regulation 5*);
- (v) monitoring health and safety on the site of works on a regular basis, and keeping of records and registers as provided for in the Construction Regulations;
- (vi) details of the Construction Supervisor, the Construction Safety Officers and other competent persons he intends to appoint for the construction works in terms of Regulation 6 and other applicable regulations; and
- (vii) details of methods to ensure that his Health and Safety Plan is carried out effectively in accordance with the Construction Regulations 2003.

The Contractor's Health and Safety Plan will be subject to approval by the Employer, or amendment if necessary, before commencement of construction work. The Contractor will not be allowed to commence work, or his work will be suspended if he had already commenced work, before he has obtained the Employer's written approval of his Health and Safety Plan.

Time lost due to delayed commencement or suspension of the work as a result of the Contractor's failure to obtain approval for his safety plan, shall not be used as a reason to claim for extension of time or standing time and related costs

4.11.3 Cost of compliance with the OHSA Construction Regulations

*The rates and prices tendered by the Contractor shall be deemed to include all costs for conforming to the requirements of the Act, the Construction Regulations and the Employer's Health and Safety Specification as applicable to this contract.*

*Should the Contractor fail to comply with the provisions of the Construction Regulations, he will be liable for penalties as provided in the Construction Regulations and in the Employer's Health and Safety Specification.*

**4.12 Management of the environment** (Read with SANS 1921 - 1 : 2004 clause 4.19)

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Respect for the environment is an important aspect of this contract and the Contractor shall pay special attention to the following:

#### 4.12.1 Natural Vegetation

The Contractor shall confine his operation to the limits of the pipeline reserve (4m wide) for the purpose of constructing the works and where applicable detours, shall be sited in consultation with the Engineer and the local communities.

Only those trees and shrubs directly affected by the works and such others as the Engineer may direct in writing shall be cut down and stumped. The natural vegetation, grassing and other plants shall not be disturbed other than in areas where it is essential for the execution of the work or where directed by the Engineer.

#### 4.12.2 Fires

The Contractor shall comply with the statutory and local fire regulations. He shall also take all necessary precautions to prevent any fires. In the event of fire the Contractor shall take active steps to limit and extinguish the fire and shall accept full responsibility for damages and claims resulting from such fires which may have been caused by him or his employees.

#### 4.12.3 Environmental Management Plan

In addition to the above all requirements according to the Environmental Management Plan will be adhered to.

#### 4.13 Contract Name board.

One official contract name board, as per C4.2 *Site Information: Construction Notice Board*, is required for this contract.

### PS 5 SECURITY CLEARANCE OF PERSONNEL

Tenderers should note that the Ga-Segonyana Local Municipality may require that Security Clearance investigations be conducted on any number of the Tenderer's personnel.

If so required, by the Ga-Segonyana Local Municipality, the Tenderer must remove personnel as indicated immediately and ensure that they have no access to the works or documentation or any other information pertaining the site.

The Employer shall not be liable for any cost concerning the removal of personnel or the effect thereof on the execution of the work.

### PS 6 SUPPLY OF MATERIALS

All material to be used in the Works is to be supplied by the Contractor.

The Contractor shall ensure that the work is not delayed due to the lack of materials on Site, by

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placing orders for material required under this Contract as soon as possible. No extension of time will be allowed for any delay due to the supply of materials.

Although the quantities have been carefully calculated, it must be considered as approximate only and the Contractor, before ordering any materials, should check the quantities required. The bill of quantities is provisional.

**PS 7 EXECUTION OF THE WORKS**

**7.1 Inspection by the Engineer**

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

**7.2 Certificate of Completion**

When all the work under the Contract have been completed to the entire satisfaction of the Engineer, he will issue a certificate of completion to the Contractor informing the Contractor of the date the date at which the works are deemed to be completed and accepted by the Employer. The sureties provided by the Contractor for the fulfilment and completion of the Contract in terms of the Form of Agreement will be released upon the issue of the Certificate of Completion.

**PS 8 EXPANDED PUBLIC WORKS PROGRAMME (EPWP) LABOUR INTENSIVE SPECIFICATION (Read with SANS 1914 -5 2002 and Guidelines for the implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP) third edition 2015)**

**8.1 Labour intensive competencies of supervisory and management staff**

Contractors having a CIDB Contractor grading designation of 6CE and higher only shall engage supervisory and management staff in labour intensive works who have either completed, or for the period 1 April 2004 to 30 June 2006, are registered for training towards, the skills programme outlined in Table 1.

**Table 1: Skills programme for supervisory and management staff**

Personnel	NQF level	Unit standard titles	Skills programme description
Foreman/supervisor	4	Implement labour Intensive Construction Systems and Techniques or the equivalent QCTO qualification	This unit standard must be completed, and

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



Personnel	NQF level	Unit standard titles	Skills programme description
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage or the equivalent QCTO qualification	any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services or the equivalent QCTO qualification	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures or the equivalent QCTO qualification	
Site Agent / Manager (i.e. the Contractor's most senior Representative that is resident on the site)	5	Manage Labour Intensive Construction Processes or the equivalent QCTO qualification	Skills Programme against this single unit standard or part qualification

## 8.2 Employment of unskilled and semi-skilled workers in labour-intensive works

### 8.2.1 Requirements for the sourcing and engagement of labour.

8.2.1.1 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.

8.2.1.2 The rate of pay set for the SPWP is R.....per task or per day.

8.2.1.3 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.

8.2.1.4 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 5.2.1.3.

8.2.1.5 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;
- c) where subsistence agriculture is the source of income;

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

**8.2.1.6** The Contractor shall endeavor to ensure that the expenditure on the employment of temporary workers is in the following proportions:

- a) 55% women;
- b) 55% youth who are between the ages of 18 and 25; and
- c) 2% on persons with disabilities.

8.2.2 Specific provisions pertaining to SANS 1914-5

**8.2.2.1 Definitions**

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

**8.2.2.2 Contract participation goals**

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

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

**8.2.2.3 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.

**8.2.2.4 Variations to SANS 1914-5**

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.

The schedule referred to in 5.2.2.3 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.

**8.2.2.5 Training of targeted labour**

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

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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.

- c) The Contractor shall do nothing to dissuade targeted labour from participating in training programmes.
- d) 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 d above.
- e) Proof of compliance with the requirements of b to f must be proven.

**8.3** Typical construction work to be executed applying labour intensive principles

**8.3.1** Hand Excavation of Pit

Hand Excavation for soak away  
Backfilling  
Brickwork

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*PART B: AMENDMENTS TO THE STANDARD SPECIFICATIONS SABS*

*1200 A : CIVIL ENGINEERING CONSTRUCTION : GENERAL*

**PSA                    GENERAL (SABS 1200 A)**

PSA 1                MATERIALS (Clause 3)

**PSA 1.1            Standardisation mark (Clause 3.1)**

*Add the following to the Clause:*

All material delivered to the site shall bear the Official Standardisation Mark.

PSA 2                PLANT (Clause 4)

**PSA 2.1            Restrictions on employee accommodation (Sub-clause 4.2)**

No housing is available for the Contractor's employees. The Contractor shall make his own arrangements to house his employees.

The Employer shall place an area at the disposal of the Contractor to enable him to erect his site offices, workshops and stores. Any facilities shall comply with the requirements of the local authority. The Contractor shall provide his own fencing and site security.

PSA 3                CONSTRUCTION (Clause 5)

**PSA 3.1            Dealing with water (Sub-clause 5.5)**

*In addition to the items as set out in Subclause 5.5, the Contractor shall also provide pumping equipment, pipes and other equipment as may be necessary.*

PSA 4                MEASUREMENT AND PAYMENT (Clause 8)

**PSA 4.1            Fixed charge and Value Related Items (Sub-clause 8.2.1)**

*Replace the sub-clause with the following:*

“Payment shall be a lump sum to provide for the Contractor's expenses in connection with:

- (a)                    setting up and maintaining his organisation, camps and plant on the site;
- (b)                    effecting the insurance's and indemnities required in terms of the General Conditions of Contract

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- (c) meeting all other general obligations and liabilities which are not specifically measured for payment in these contract documents.

The lump sum total of items (a), (b) and (c) as measured and Fixed Charge Items and time Related Items shall not exceed 14% of the nett total Tender Amount. If the Tenderer should tender a higher amount for this item it shall be reduced to the amount allowed above and all other tendered prices increased in the proportion required to retain the same Nett Total Tender Amount.

The tendered lump sum shall not be subject to any variation if the actual value of work done under the Contract exceeds, or falls short of, the Tender Amount, or as a result of an extension of time for completion in terms of Clause 42 of the General Conditions of Contract.

Any payment made under this item shall not be taken into account when determining whether the value of a certificate complies with the "minimum amount of monthly certificate" laid down in the Appendix.

Before any payment is made under this item the Contractor shall satisfy the Engineer that he has provided on site an establishment and plant of good quality and in value exceeding that of the first instalment. The Contractor may be asked to furnish documented proof that he owns the offices and plant on site, the value of which should exceed the amount claimed in the first certificate. In the event that the Contractor cannot satisfy the Engineer as to the value or ownership, the Engineer shall have the right to withhold part of any payments to be made under this item, until the Works have been completed.

Payment of the lump sum shall be made in three separate instalments as follows:

- (a) The first instalment, 50% of the lump sum, will be paid in the first payment certificate after the Contractor has met all his obligations under this sub-clause and has made a substantial start on construction in accordance with the approved programme.
- (b) The second instalment, 35% of the lump sum, will be paid when the value of the work done reaches one half of the Nett Total Tender Amount.
- (c) The third and final instalment, 15% of the lump sum, will be paid when the works have been completed and the Contractor has fulfilled all requirements of this sub-clause. No payment for the scheduled Fixed Charge Items for this contract will not be made until the requirements regarding and the erection of name boards have been met.”

PSA 4.2 Time-Related Items (Sub-clause 8.2.2)

*Replace this sub-clause with the following:*

Subject to the provisions of 8.2.3 and 8.2.4, payment of item 8.4 (time-related item) will take place

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in equal monthly amounts, calculated on the tendered amount for the item, divided by the contract period in months, with the understanding that the total of the monthly payments which was paid for this specific item does not exceed the proportion that the progress of the works to date bears in relation to the works as a whole.

Should the Engineer grant an extension of time, the Contractor is entitled to an increase in the amount tendered for time related items, and this increase must be kept in the same proportion to the original tender amount as the extension of time is to the original time of the completion of the works.

Payment for such increased amounts will be considered as full compensation for all time related, provisional and general costs which arise as a result of the extension of time.

PSA 4.3      Exposing of existing services (add the following Sub-clause 8.9)

*Add the following new pay item:*

Item:

Excavation by hand in all materials to expose existing services

Unit: m<sup>3</sup>

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The tendered sum must include full compensation for all hand excavation as per the dimension approved by the Engineer for the locating, exposing and moving of existing services. Excavation outside of approved dimensions will not be paid. The rate must also include for backfill and compaction to 90% of mod AASHTO density and, if applicable, the removal of excess material not used for backfill, the securing of excavations, for handling surface and subsurface water, for protection of existing services and for any other activity necessary to complete the work. Free haul of 1,0 km will be applicable on the transport of excess material.

No distinction will be made between classes of material or types of services.

Note: The Contractor must provide sufficient supervision over labourers when services are exposed.

PSA 4.4      Occupational Health and Safety (add the following Sub-clause 8.10)

*Add the following new pay items:*

Item:

Provision for the cost related to the Occupational Health and Safety Act, 85 of 1993, and the relevant Regulations:

- a) Complete "Notification of Construction" form and submit

: Sum

Unit

- b) Prepare a Health and Safety Plan for compliance with all the requirements of the OHS Act and the Construction Regulations 2003 and submit to the

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	engineer Preparation of a Health & Safety Plan	Unit
	: Sum	
c)	Compilation of a Risk Assessment prior to Construction	Unit
	: Sum	
d)	Health & Safety induction Training of employees	Unit
	: Sum	
e)	Compilation and keeping up to date the Health & Safety plan and file which shall include all documentation required in terms of the act, over the entire construction period	Unit
	: Sum	

The tendered sum shall include full compensation for providing the above services as required from the Occupational Health & Safety Act. The rate shall include all related costs incurred by the Act, remuneration of personnel, trainers, etc. and equipment required for the execution of the required services as depicted by the Act. The tendered amount for items a, b, c, d and e shall only be paid on the successful completion of the task as approved by the client. The tendered amount for item e shall be paid on a monthly basis.

PSA 4.5 Facilities for Engineer (Fixed Charge) (Sub-clause 8.3.2.1)

**PSA 4.5.1 Furnished office (Sub-clause 8.3.2.1 a)**

*Add the following to the pay item:*

No office will be required for the Engineer.

PSA 4.6 Facilities for Engineer (Time Related) (Sub-clause 8.4.2.1)

**PSA 4.6.1 Furnished office (Sub-clause 8.4.2.1 a)**

*Add the following to the pay item:*

No office will be required for the Engineer.

PSA 4.6.2 Survey assistant and materials (Sub-clause 8.4.2.1 d)

*Add the following to the pay item:*

The Contractor shall make available for the duration of the contract period, when required by the Engineer, one skilled and one unskilled survey labourers.

*SABS 1200 D : CIVIL ENGINEERING CONSTRUCTION :*

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## **EARTHWORKS PSD 1      SPECIFICATION FOR BORROW PITS**

### **5.2.2.2      PSD    1.1      SCOPE**

This section shall include all work in obtaining materials for work under this contract, negotiation with owners of the ground on which borrow pits are situated, clearing the site, stripping excess or unsuitable overburden, excavating selected material for use on the works, and finishing off the borrow area to the satisfaction of both the owners and the Engineer, all in accordance with these Specifications or as directed.

### **PSD    1.2      GENERAL**

The Contractor shall be solely responsible for the locating and supply of all materials required from borrow pits for the due and proper construction of the works embodied in this contract.

Before commencing operations at any borrow pit the Contractor shall consult the property owner concerned and the Engineer regarding his proposals for operating the quarry or borrow pit and obtaining access thereto.

The Contractor shall take all measures for the protection and control of livestock, etc., which is made necessary by his operations, such as providing of gates in the existing fences and ensuring that all gates are closed during the whole of the time that they are not actually in use by his traffic.

Where access to the Contractor's quarries is not obtainable by existing roads he shall after consultation with the property owner concerned construct such access roads and provide such gates as he requires and as the authorities concerned may agree to, but the cost of construction of such access roads and the provision of gates shall be deemed to be covered by the prices tendered for the construction of those parts of the works in which the materials from the quarries concerned are being used. The provision of gates and subsequent removal of the gates when no longer required as well as restoration of the fence to its former standard will be at the Contractor's expense.

Whenever required by the owner of the land on which the borrow pit is situated or when it appears necessary in the interest of public health, or the prevention of soil erosion, adequate provision for draining the borrow pit must be made.

### **PSD    1.3      USE OF IMPORTED MATERIAL**

The onus shall rest on the Contractor to ensure that the materials used in each stage of the work comply with the requirements for materials as specified for that stage before proceeding with the processing of the next stage and the Contractor is required to ensure that his organisation is at all times properly and adequately equipped to fulfil the above requirements.

All materials which do not conform to the requirements of these Specifications, shall be considered as defective and all such material, whether in place or not, shall be removed from the site of the works by the Contractor at his own expense.

No payment will be made for the shifting of the Contractor's equipment from one borrow pit position

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to the next.

**PSD 1.4 TAKING AND TESTING OF SAMPLES**

The Contractor must supply the Engineer with comprehensive test results regarding the proposed borrow material 14 days before any borrowing starts. The results must contain enough information to enable the Engineer to access the quality and quantity of material available from the borrow site. The total cost of these tests must be borne by the Contractor. The exploitation of the pit must be planned in such a way that material of varying quality may be planned in such a way that material of varying quality may be selected and loaded directly or otherwise stockpiled temporarily without contamination.

If, after trial, it is found that any sources of supply, which have previously been approved, do not furnish a uniform product, or if the product from any source proved unsatisfactory in any way, the Contractor shall furnish materials from other approved sources.

The Engineer may from time to time instruct the Contractor to submit samples from approved sources of supply in order to ensure that the quality of materials remains satisfactory.

The cost of taking and testing of samples shall be borne by the Contractor.

**PSD 1.5 MEASUREMENT AND PAYMENT**

**The rate for importing material from borrow pits selected by the Contractor or other commercial sources (item 8.3.4(a)2) shall cover the cost of acquiring suitable material, handling and transportation regardless of distance, and placing. No separate payment will be made for location of borrow pits, the taking of samples, the testing of samples, the construction and maintenance of access roads, the clearing of the borrow pit site, the removal and replacement of overburden, the shaping and drainage of borrow pits, the scarifying of access roads, and paying of any royalties.**

*PSD 1.6 FREEHAUL*

Replace clause 5.2.5.2 with:

All haul will be regarded as freehaul.

*PSD 1.7 CLASSIFICATION OF EXCAVATIONS*

Notwithstanding anything to the contrary as may be contained elsewhere in the specifications, excavations shall be classified according to the specified method of excavation as follows :

(i) Excavations which are :

- not specified in as being required to be executed utilising labour intensive construction methods : and

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- specified as being required to be executed utilising labour intensive construction methods but which notwithstanding, are executed by the Contractor using mechanical plant and equipment which is prohibited in terms of the project specifications, either with the prior authorisation of the Engineer or in breach of the provisions of the specifications :

shall be classified in accordance with the provisions of the SABS 1200 standard specification.

- (ii) Excavations which are specified as being required to be executed utilising labour intensive construction methods and which are so executed, shall be classified in accordance with TABLE 1.
- (iii) Where only softer classes of excavation are required in terms of part 1 to be executed utilising labour intensive methods, the classification for the purposes of determining the cut-off point for labour intensive excavation shall be made in terms of subsubclause (ii) above, and the excavation beyond the cut-off point shall be in terms of subsubclause (i) above. (i.e. a material classified as "intermediate" in terms of subsubclause (ii) may, when not excavated by labour intensive methods, be classified as "soft" in terms of subsubclause (i).
- (iv) Where materials which are specified to be excavated utilising labour intensive construction methods are not in fact excavated by such methods, whether in compliance of an instruction from the Engineer, or in accordance with a concession granted by the Engineer or through default of the Contractor, classification of the material shall be in terms of subsubclause (i) above.

TABLE 1

	NUMBER OF BLOWS REQUIRED FOR A DCP PENETRATION OF 100mm	
	GRANULAR SOIL	COHESIVE SOIL
SOFT - Class 1	≤ 2	≤ 1
SOFT - Class 2	> 2, ≤ 6	> 1, ≤ 5
SOFT - Class 3	> 7, ≤ 5	> 5, ≤ 8
INTERMEDIATE	> 15, ≤ 50	> 8,
HARD	> 50	-

“In all cases where soft founding materials is classified as suitable for culvert bedding construction, the in situ material shall be ripped, moistened and compacted to 90% or 93% modified AASHTO density. The depth of preparation and compaction of founding material shall be as indicated on the drawings or as specified by the engineer. Allowance for measurement and payment for this work is made in the bill of quantities under this section.”

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The Generic Labour-intensive specification below is the same as SANS 1921-5, Construction and management requirement for works contracts- Part 5: Earthworks activities which are to be performed by hand and should be included in the scope of works without amendment or modification as set out below.

### Scope

This specification establishes general requirements for activities which are to be executed by hand involving the following:

- a) trenches having a depth of less than 1.5 metres
- b) stormwater drainage
- c) low-volume roads and sidewalks

### Precedence

Where this specification conflicts with any other standard or specification referred to in the Scope of Works to this Contract, the requirements of this specification shall prevail.

### Hand excavateable material

Hand excavateable material is material:

- a) granular materials:
  - i) whose consistency when profiled may in terms of table 1 be classified as very loose, loose, medium dense, or dense; or
  - ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100mm;
- b) cohesive materials:
  - i) whose consistency when profiled may in terms of table 1 be classified as very soft, soft, firm, stiff and stiff / very stiff; or
  - ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100mm;

### Note:

- 1) A boulder, a cobble and gravel is material with a particle size greater than 200mm, between 60 and 200mm.
- 2) A dynamic cone penetrometer is an instrument used to measure the insitu shear resistance of a soil comprising a drop weight of approximately 10 kg which falls through a height of 400mm and drives a cone having a maximum diameter of 20mm (cone angle of 60° with respect to the horizontal) into the material being used.

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Contractor

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**Table 1: Consistency of materials when profiled**

GRANULAR MATERIALS		COHESIVE MATERIALS	
CONSISTENCY	DESCRIPTION	CONSISTENCY	DESCRIPTION
Very loose	Crumbles very easily when scraped with a geological pick.	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle.
Loose	Small resistance to penetration by sharp end of a geological pick.	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30-40 mm; can be moulded by fingers with some pressure.
Medium dense	Considerable resistance to penetration by sharp end of a geological pick.	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in upto 10 mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade.
Dense	Very high resistance to penetration by the sharp end of geological pick; requires many blows for excavation.	Stiff	Can be indented by thumb-nail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers.
Very dense	High resistance to repeated blows of a geological pick.	Very stiff	Indented by thumb-nail with difficulty; slight indentation produced by blow of a geological pick point.

**Trench excavation**

All hand excavateable material in trenches having a depth of less than 1,5 metres shall be excavated by hand.

**Compaction of backfilling to trenches (areas not subject to traffic)**

Backfilling to trenches shall be placed in layers of thickness (before compaction) not exceeding 100mm. Each layer shall be compacted using hand stampers

- a) to 90% Proctor density;
- b) such that in excess of 5 blows of a dynamic cone penetrometer (DCP) is required to penetrate 100 mm of the backfill, provided that backfill does not comprise more than 10% gravel of size less than 10mm and contains no isolated boulders, or
- c) such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.

**Excavation**

All hand excavateable material including topsoil classified as hand excavateable shall be excavated by hand. Harder material may be loosened by mechanical means prior to excavation by hand.

The excavation of any material which presents the possibility of danger or injury to workers shall not be excavated by hand.

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## Measurement and payment

Separate items will be listed in the schedule of quantities for works which are required to be executed utilising labour intensive construction methods and for works to which such requirement does not apply :

Items which apply in respect of Works which in terms of part 1 are required to be executed utilising labour intensive construction methods, are identified in the schedule of quantities by way of the upper case letter "L" suffixed to the item number. Item numbers not suffixed with the letter "L" shall, unless the context implies otherwise, be deemed to apply in respect of Works not required to be executed by labour intensive methods.

Where any item in the SABS 1200 standard specifications or in part 2 refers to the measurement and payment of excavations in terms of increments in the depth of the excavation, the depth increment for excavations required in terms of part 1 to be executed by labour intensive methods shall be taken as 1,0 metre.

The measurement and payment clauses as set out in the SABS 1200 standard specification and in part 2 shall, unless specifically stated to the contrary, apply generally whether or not the Works to which they relate are required to be executed utilising labour intensive construction methods; provided always that where the Works is required to be executed by labour intensive construction methods, each particular clause shall be interpreted and constructed mutatis mutandis in accordance with the provisions of this clause 2.

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**SECTION C3.4: CONSTRUCTION**

**SECTION 3.4.3: PARTICULAR SPECIFICATIONS**

In addition to the Standardized and Project Specifications the following Particular Specifications shall apply to this contract and are bound in hereafter.

- SECTION PC TRIMMING OF SITE**
- SECTION PD MAINTENANCE**
- SECTION PE CONTINGENCIES**
- SECTION PF .....**

**SECTION P OHS      OHS 1993 SAFETY SPECIFICATION**

**PC1                  SCOPE**

This work shall consist of the finishing of the entire site affected by the Contractor's operations before the issue of the Completion Certificate.

*PC2                  REQUIREMENTS*

After completion of the work covered by this Contract, the entire area affected by the Contractor's operations shall be finished off and cleared up and all loose rock shall be removed, if required, and disposed of as directed by the Engineer.

Under no circumstances shall the Contractor use machines for trimming.

All loose stones, roots or other waste matter exposed on fill or excavation slopes, which are liable to become loosened shall be removed and all debris and muck from clearing operations shall be disposed of and the area affected by the Contractor's operations and all camp sites left in a neat and presentable manner.

All false work, temporary supports and structures, casting yards or platforms and equipment shall be removed from the site and from all ground occupied by the Contractor in connection with the work. All parts of the work and adjacent ground shall be left in a neat and presentable condition, all to the satisfaction of the Engineer.

*PC3                  MEASUREMENT AND PAYMENT*

Measurement and payment for complying with the above requirements will not

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



be made separately and would be regarded as being provided for in full by relevant payment items under 1200 A - General.

*PD MAINTENANCE*

**PD1 MAINTENANCE DURING CONSTRUCTION**

From the time of taking over the site by the Contractor, as set out in the Special Conditions of Contract until the acceptance of the work and the issue of the Completion Certificate, the Contractor shall be responsible for the maintenance of the work and shall rebuild, repair, restore and make good at his own expense all injuries or damages to any portion thereof whether occasioned by the action of the elements or any other cause.

*PD2 MAINTENANCE OF COMPLETED WORK*

Periods of Maintenance

The periods of maintenance for each completed section of work shall extend for twelve months from the time of acceptance of the work and the issue of the relevant Completion Certificate for that section of the work as the case may be as set out in Clause 53 of the General Conditions of Contract.

**PD2.1 Work during Period of Maintenance**

The Contractor shall be responsible for the repair at his own expense, of all defects in any of the works constructed by him, or affected by him during construction, all in terms of Clause 53 of the General Conditions of Contract.

*PD3 MEASUREMENT AND PAYMENT*

Measurement and payment for maintenance as described above shall be deemed to be included in the prices tendered and paid for the various items for which payment is made in terms of this Contract and such prices shall be full compensation for the supply of all supervision, labour, materials, equipment, plant and work necessary for the maintenance thereof.

The retention monies as set out in the General Conditions of Contract, Clause 49 (3) shall be released only upon Final Settlement of the Contract as set out in Clause 52 of the General Conditions of Contract

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



**PE CONTINGENCIES**

**PE1 CONTINGENCIES**

An amount to be spent in part or in whole at the complete discretion of the Engineer. This amount shall not form part of the 15% as is defined in Clause 50 of the General Conditions of Contract.

**PF MASONRY WORK**

**PF 01 SCOPE**

This is a SPECIAL SPECIFICATION which covers ..... construction work for the ..... for work which are not covered in the standard specifications

**PF 02 GENERAL STANDARD SPECIFICATIONS**

The latest edition, including all amendments up to date of tender of the following specifications, publications and codes of practice shall be read in conjunction with this specification and shall be deemed to form part thereof. All other relevant and applicable SABS regulations are also to be considered as minimum requirements, and in particular SABS 0400: The Application of the National Building Regulations.

- OW 371 - Specification of materials and methods to be used (Fourth revision, October 1993)
- SABS 0145 - .....
- SABS 0249 - .....
- SABS 0400 - Application of National Building Regulations
- SANS 952 - .....

*PF 03 BRICKWORK CONSTRUCTION*

Brickwork for pit linings shall consist of collar-jointed 290 x 190 x 140mm concrete masonry units to using class 2 mortar, 15mm thick, in stretcher bond and brickforce of pre-galvanized hard- drawn wires not less than 2.8mm diameter, placed every 3rd layer.

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*PF 04 PLASTERING*

All plaster shall comply with the requirements of SABS 523 and section 14 of OW 371.

Plaster shall be finished to a true and even surface with a wood float. All plaster surfaces shall be free from blemishes, cracks, blisters or other defects. Plaster shall turn into reveals and soffits of openings, and all angles shall be true and straight with salient angles slightly rounded.

Plastering of a surface shall be executed in one operation, as no joint marks will be allowed. Plaster on walls shall not be less than 12 mm or more than 20 mm thick and plaster on concrete shall be not less than 10 mm or more than 15 mm thick, except where specifically specified otherwise.

An approved sealant additive (key-coat by Pro Grip or similar approved) shall be mixed into the plaster mixture of 1:1:1 as Cement : Water : Sealant - mixture.

*PF 05 SOILCRETE*

Where so ordered and scheduled, the culverts shall be backfilled with soilcrete in lieu of a compacted gravel or lean concrete. Soilcrete shall consist of an approved soil or gravel mixed with 7% by mass of 32,5 CEM II Portland cement and only sufficient water to give it a consistency that will permit the soilcrete to be placed, using vibrators, so that all voids between the culverts and the sides of the excavation are properly filled. The height to which the backfill in soilcrete is taken shall be as determined by the Engineer and any remaining backfill shall be carried out as described for granular material.

The aggregate used for soilcrete shall be a sandy material but may contain larger particles up to 38 mm and it shall have a plasticity index of more than 10. Material containing detrimental amounts of silt or clay shall not be used for soilcrete. The aggregate shall be obtained from an approved source.

The soilcrete shall be mixed on Site by means of suitable concrete mixers and the water and cement contents shall be carefully controlled. The material shall be placed and then thoroughly compacted by means of vibrators so that all voids are filled. Stones or other approved form work shall be packed at culvert ends to prevent the soilcrete from flowing outside the required limits.

The rate shall cover the cost of constructing soilcrete backfilling complete, including Portland cement calculated at the rate of 7% of the dry mass of the

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soil used. Overhaul will not be paid on any cement, water or aggregate used for the soilcrete.

*PB 08 MEASUREMENT AND PAYMENT*

Item Unit  
square meter (m2)

**PF 01 Concrete block brickwork** (nominal wall thickness and brickwork jointstated)  
 The unit of measurement for the brick wall shall be the square metre of wall constructed as measured on the centre line. Areas occupied in walls by pipes (sleeves) will be included in the area measured, and corners and intersections commonto more than one brick wall will be measured only once.  
 The tendered rate shall include full compensation for constructing the brick wall in accordance with specification PF03, including procurement and delivery to site of bricks.

Item Unit  
square meter (m2)

**PF 02 Plasteringbrick wall**  
 The tendered rate shall cover the full cost to procure materials and plaster wall according to specification PF 04 in this document (inclusive of key-cote).  
 The unit of measurement for the brick wall shall be the square metre of wall plastered measured on the centre line. Areas occupied in walls by pipes (sleeves) will be included in the area measured, and corners and intersections common to more than one brick wall will be measuredonly once.

Item Unit  
square meter (m3)

**PF 03 Soilcrete** (area indicated)  
 The tendered rate shall cover the full cost to procure materials and soilcrete indicated area according to specification PF 05 in this document.  
 The unit of measurement for soilcrete shall be the cubic metre of soilcrete and measured as follows:

Volume of soilcrete per toilet = (width of soilcrete in plan indicated on drawing x outside dimension of pit x depth of pit from natural ground level to top of concrete foundation)

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Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2



No extra-over payment will be made for additional soilcrete required in the event that pit excavation dimensions exceed those indicated on drawings or for over-brake.

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## SECTION C3.5: MANAGEMENT CONTENTS

### LIST

<b>Section</b>	<b>Description</b>
Section C3.5.1	Management of the Works
Section C3.5.2	Occupational Health and Safety Specification

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## SECTION C3.5.1: MANAGEMENT OF THE WORKS

### C3.5.1.1 Concurrent Construction Contracts

None.

### C3.5.1.2 Construction Programme

Refer to Section C3.4.1 (PS4.)

### C3.5.1.3 Site Administration

Acceptance control, record keeping and payment certificates shall be done in accordance with the Employer's Agent's standard system except if the Employer's Agent approves that the Contractor's standard system may be used.

### C3.5.1.4 Daily Site Diary

The daily site diary in accordance with the pro forma shall be kept up to date by the Contractor's Site Agent and will be signed on a daily basis by the Employer's Agent's Representative.

### C3.5.1.5 Information in Respect of Plant

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

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

C3.5.1.7 Rainfall Records

Rainfall records for the period of construction shall be taken on Site and recorded in the daily site diary. The Contractor shall provide and install all the necessary equipment for accurately measuring the rainfall. The Contractor shall also provide, erect and maintain a security fence plus gate, padlock and keys at each measuring station, all at his own cost. The Employer's Agent or his Representative shall take and record the daily rainfall readings. The Contractor shall be permitted to attend these readings, in the company of the Employer's Agent's Representative. Access to the measuring gauge(s) shall at all times be under the Employer's Agent's control.

C3.5.1.8 Site Instructions

Site instructions by the Engineer, addressed to the Contractor at his office on the Site, will be numbered consecutively and will be deemed to have been received by the Contractor's Representative unless a break in the sequence of numbers is brought to the notice of the Employer's Agent in writing immediately.

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### C3.5.1.9 Site Meetings

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

### C3.5.1.10 Payment Certificates

Monthly Progress Payment Certificates shall be submitted to the Employer's Agent's Representative on Site not later than the 20th of each month (or on the last working day prior to this date) in order to allow for checking and reconciliation of all quantities, rates, extensions and additions in the certificate. Each progress payment certificate shall include work executed or reasonably expected to be executed up to the 30th day of the specific month. The Employer's Agent's Representative shall have a period of five (5) calendar days to review the draft certificate in collaboration with the Contractor. All quantity calculations and certificates submitted by the Contractor for checking shall be in accordance with the standard formats.

Upon agreement by the Employer's Agent's Representative by not later than the 20th of each month, the certificate shall be submitted by the Contractor in a neat typed form in accordance with the prescribed format, and with the correct spelling, to the Employer's Agent by not later than the 25th of each month (or on the first working day thereafter), together with four additional copies, for certification.

Where dayworks have been instructed by the Engineer, the Contractor shall submit the returns to the Employer's Agent for signature and approval within twenty-four (24) hours of the end of the working day on which the work was executed. Daywork returns shall be submitted on forms following the standard format that will be issued. Failure to comply with the terms of this clause will result in non-payment for such dayworks.

The tax invoice submitted with the certificate shall be dated the 1st of the month following the period certified. All costs for the preparation and submission of progress certificates shall be borne by the Contractor.

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Contractor

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### C.3.5.1.11 Features requiring Special Attention

Refer to Section C3.4.1 (PS7.)

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## SECTION C3.5.2: OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS CONTENTS

### LIST

<b>Section</b>	<b>Description</b>
1	Interpretations
2	General
3	Indemnity of Employer and his Agents
4	Scope
5	Health and Safety File
6	Notification of Construction Work – Regulation 3 of the Construction Regulation – February 2014
7	Contractor’s SHE Representative
8	Supervision of Construction Work – Regulation 6
9	Risk Assessment – Regulation 7
10	Local Services
11	Safe Working Loads
12	Machine Guarding
13	Construction Vehicles and Mobile Plant – Regulation 21
14	Sign and Notices
15	Excavation Work – Regulation 11
16	Barricading and Demarcation
17	Ladders
18	Concrete Mixers – Regulation 18
19	Scaffolding – Regulation 14
20	House Keeping and Construction Sites – Regulation 25
21	Stacking and Storage on Construction Sites – Regulation 26
22	Fall Protection – Regulation 8
23	Structures – Regulation 9

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- 24 Formwork & Support Work – Regulation 10
- 25 First Aid
- 26 Fire Precautions on Construction Sites – Regulation 27
- 27 Construction Welfare Facilities – Regulation 28
- 28 Toxic Materials
- 29 Hazardous Chemicals and Materials
- 30 Commissioning Safety Precautions
- 31 Electrical Installations and Machinery on Construction Sites – Regulation 22
- 32 Registers required on Site
- 33 Safe Work Procedures required in Health and Safety File
- 34 Written Training Course Material to be filed in Health and Safety File
- 35 Training Courses to be presented
- 36 Equipment on Site
- 37 Personal Protective Clothing

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Contractor

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## SECTION C3.5.2: OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS

### 1 INTERPRETATIONS

Occupational Health and Safety Act, Act 85 of 1993 shall apply to this Contract. The Construction Regulations promulgated on 7 February 2014 and incorporated into the said Act by Government Notice R. 10113, published in Government Gazette 37305 apply to any person involved in construction work. These regulations are hereinafter referred to as “the Construction Regulations” and the said Act as “the Act”.

Construction work is defined as:

“Any work in connection with: -

- a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;
- b) the installation, erection, dismantling of or maintenance of a fixed plant where such work includes the risk of a person falling;
- c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
- d) the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work”.

### 2 GENERAL

The Contractor shall ensure that all employees and visitors are informed, instructed and trained regarding safety conditions on site.

- 2.1 Proof of induction training to all workers shall be filed in the Health and Safety file on site. All employees shall sign the relevant induction training forms.

The Contractor shall ensure that all professionals entering the site are informed, instructed and trained regarding safety conditions on site. Proof of Professional site safety induction shall be signed by professionals and filed in the Health and Safety file on site.

The Contractor shall ensure that all visitors are informed, instructed and trained regarding safety conditions on site. Visitors have to sign the visitors register before

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Contractor

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entering the site. Hardhats shall be issued to visitors. No visitor shall enter the site without the appropriate safety shoes.

- 2.2 Should the Contractor at any stage in execution of the Works -
- a) fail to implement or maintain his health and safety plan;
  - e) execute construction work which is not in accordance with his health and safety plan; or act in any way which may pose a threat to the health and safety of persons, the Employer will stop the Contractor **AT HIS/HER OWN COSTS** from executing construction work.
- 2.3 The Contractor shall provide proof of this registration and good standing with the Compensation Fund or with a licensed compensation insurer when submitting a tender. Tenders without this will be regarded as non-responsive.
- 2.4 The Contractor shall, in submitting his tender, demonstrate that he has made provision for the cost of compliance with the specified health and safety requirements, the Act and the Construction Regulations.
- 2.5 The Contractor shall consistently demonstrate his competence and adequacy of resources to perform the duties imposed on the Contractor in terms of this Specification, the Act and the Construction Regulations.

### 3 *INDEMNITY OF EMPLOYER AND HIS AGENTS*

- a) The annexures to this Contract Document contain a "Mandatory Form of Authority and Agreement in terms of Section 37(2) of the Occupational Health and Safety Act, No. 85 of 1993" which agreement shall be entered into and duly signed by both the Employer and Contractor prior to commencement with work.  
A copy of the signed agreement shall be included in the Contractor's health and safety plan.
- b) Any acceptance, approval, check, certificate, consent, examination, inspection, instruction, notice, observation, proposal, request, test or similar act by either the Employer, any of his agents or the Engineer (including absence of disapproval) shall not relieve the Contractor from any responsibility he has under the Contract, the Act and the Construction Regulations, including responsibility for errors, omissions, discrepancies and non-compliances.

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Contractor

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- c) A Section 37(2) agreement shall be entered into and duly signed by both the Principal Contractor and Sub Contractor prior to commencement with work by Sub Contractor.

A copy of the signed agreement shall be included in the Principal's Contractor's health and safety plan.

- d) Any acceptance, approval, check, certificate, consent, examination, inspection, instruction, notice, observation, proposal, request, test or similar act by either the Employer, any of his agents or the Engineer (including absence of disapproval) shall not relieve the Sub Contractor from any responsibility he has under the Contract, the Act and the Construction Regulations, including responsibility for errors, omissions, discrepancies and non-compliances.

#### 4 SCOPE

- 4.1 The specification as set out in this Portion is known as the Health and Safety Specification for the Construction work to be carried out by the Principal Contractor as per regulations of the Construction Regulations February 2014.

Information herein addressed might affect the Health and Safety of employee's or persons carrying out the construction work as per this tender document.

The Contractor shall ensure that it is fully conversant with the requirements of this Specification.

This Specification is not intended to supersede the Act nor the Construction Regulations. Those sections of the Act and the Construction Regulations, which apply to the scope of work to be performed by the Contractor in terms of this Contract, continue to be a legal requirement of the Contractor.

The principal Contractor will be appointed in writing to be in overall control of the Construction site.

- 4.2 A Health and Safety Plan must be submitted by the Principal Contractor to the Client or the Client's Agent containing all the relevant documentation as required by this specification and terms of the provisions of this Specification, the Act and the Construction Regulations.

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A Health and Safety Plan must also be submitted by the Sub Contractor to the Principal Contractor containing all the relevant documentation as required by this specification and terms of the provisions of this Specification, the Act and the Construction Regulations

The H&S plan shall be submitted before commencement of any work on site

The H&S plan shall contain the following items where applicable:

1. Description of contract
2. Construction site address / Building site address
3. Construction period
4. Name and details of client –telephone, fax, address
5. Name and details of consultants –telephone, fax, address
6. Name and details of principal contractor–telephone, fax, address
7. Name and details of sub-contractors–telephone, fax, address
8. Company’s policy towards health & safety
9. Company’s policy towards drug and alcohol abuse
10. Company’s policy towards disciplinary procedures
11. Company’s policy towards environment.
12. Workmen compensation – number and expire date
13. Management and Supervision rules
14. Structure, Supervision of construction work and responsibilities
15. Health and Safety Officers/Representatives
16. Health and Safety Committees\
17. First Aid
18. Medical tests
19. Incident/ Accident reporting procedures
20. Emergency/evacuation procedures
21. Subcontractor agreements and requirements and super positioning
22. Material Safety Data Sheets
23. Transport of workers
24. Proposed PPE
25. Scope of works – describe type
26. Sequence and phases of the work to be performed describe stages involved in project
27. List of all equipment to be used on the specific site – tools, construction vehicles, mobile plant.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



28. Company's approach toward hygienic facilities on the construction site (toilets, eating areas, drinking water, showers, refuge removal)
29. Company's approach towards other facilities as required by law (the transport act, the smoking act, PPE)
30. Local labour agreements, requirements, policies
31. Fire extinguishers and fire equipment
32. Oxygen, acetylene and LP gas cylinders
33. Welding, cutting , grinding and heating
34. Signs and symbols to be displayed
35. Lock – out procedures
36. Public safety, hoarding and fencing
37. Risk assessment methods
38. Company's monitoring plan
39. Company's review plan.
40. Identification of risks and hazards
41. Appointments of personnel to be made (Safety reps, Supervisors, First Aiders, Fire equipment inspectors
42. Registers to be completed by appointed employees (Checklists)
43. List of training material to be used for educational purposes of construction workers (Induction, Fire fighting, First Aid, etc.)
44. List of safe work procedures to be explained to workers.
45. Company's Policy on
  - House Keeping
  - Stacking and storage on sites
  - Construction welfare facilities
  - Explosive power tools
  - Ladders
  - Welding flame cutting and soldering
  - Electrical installations and machinery
  - Boatswain chairs
  - Suspended platforms
  - Material hoists/ Builders hoist
  
  - Batch plants
  
  - Water Environments

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



46. List of plans to be used:
- Fall protection plan
  - Tunnelling plan
  - Pile driving plan
  - Steel assembling and placing plan
  - Emergency/evacuation plan
  - Demolition plan
  - Scaffold erection procedures plan
  - Erection of structural steel plan
  - Electrical installations plan.
  - Excavation plan
  - Form work and support work plan
  - Material Hoist rules
  - Lifting machines and tackle rules
  - Rules on Construction vehicle and mobile plant procedures
  - Rules on mobile and tower cranes
  - Fire precautions on the construction site
  - Rules on Hazardous chemicals on the site, storage and use
  - Rules on storage and use of Flammable liquids and substances on site
  - Rules on compressed gas cylinders
  - Rules on handtools
  - Rules on portable electrical equipment

List of Risk Assessments

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

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- Installation and maintenance of temporary construction electrical supply, lighting and equipment
  - Adjacent land uses/surrounding property exposures
  - Boundary and access control/public liability exposures (NB: the Employer is also responsible for the OH&S of non-employees affected by his work activities.)
  - Health risks arising from neighboring as well as own activities and from the environment e.g. threats by dogs, bees, snakes, lightning etc.
  - Exposure to noise
  - Exposure to vibration
- 
- Protection against dehydration and heat exhaustion
  - Protection from wet and cold conditions
  - Dealing with HIV/Aids and other diseases
  - Use of portable electrical equipment including
    - Angle grinder
    - Electrical drilling machine
    - Skill saw
  - Excavations including
    - Ground/soil conditions
    - Trenching
    - Shoring
    - Drainage of trench
  - Welding including
    - Arc welding
    - Gas welding
    - Flame cutting
    - Use of LP gas torches and appliances

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- Loading and offloading of trucks
- Aggregate/sand and other materials delivery
- Manual and mechanical handling
- Lifting and lowering operations
- Driving and operation of construction vehicles and mobile plant including
  - Trenching machine
  - Excavator
  - Bomag roller
  - Plate compactor.
  - Front end loader
  - Mobile cranes and the ancillary lifting tackle
  - Parking of vehicles and mobile plant
  - Towing of vehicles and mobile plant
- Use and storage of flammable liquids and other hazardous substances
- Layering and bedding
- Installation of pipes in trenches
- Pressure testing of pipelines
- Backfilling of trenches
- Protection against flooding
- Gabion work
- Use of explosives
- Protection from overhead power lines
- As discovered by the principal contractor's hazard identification exercise
- As discovered from any inspections and audits conducted by the client or by the principal contractor or any other contractor on site

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- As discovered from any accident/incident investigation

The Health and Safety Plan provided for by the Principal Contractor may be adjusted by the Client to suit the requirements. The approved Health and Safety Plan will be implemented on the construction site.

The Health and Safety Plan of the Principal Contractor shall include all relevant Health and Safety Plans of Contractors (Sub-Contractors). The Contractor shall, throughout execution of the Contract, ensure that all sub-contractors have similar Health and Safety Plans in place which must be available on site.

The execution of the H&S plan shall be documented in the form of a H&S file which shall contain items as described elsewhere in this specification. A lever arch file shall be used with a clear index and dividers. Numbering of items shall be done clearly with numbers as specified elsewhere.

The file shall be available at all times and kept on site and made available for inspection by an Inspector, Client, Client Agent or Principal Contractor.

- 4.3 Provision for costs in respect to Health and Safety in the tender shall be tendered for in the Schedule of Quantities. The Tendered price is fixed. A provisional sum will be included in the schedule of quantities to make provision for an approved H&S Service Provider to assist the contractor in performing the H&S activities required by law.

- 4.4 The following paragraphs summarize the Health and Safety Activities to be performed by Contractors.

(Terms and definitions in the following paragraphs are explained elsewhere in this specification)

- 4.4.1 The following activities shall be strictly performed by the Principal Contractor and Sub Contractors on acceptance of the tender and before commencement of any work on the construction site.

(Terms and definitions in the following paragraphs are explained elsewhere in this specification)

The contractor will only be allowed to start working once the submitted Health and Safety plan are approved by the client or the client's agent.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



A prior Risk Assessment shall be done on site before the commencement of any work by a competent Risk Assessor.

The Risk Assessment shall:

- Address hazards on site and hazards related to the type of work performed, Possible consequences of these hazards,
- Refer to legislative requirements concerning these hazards on the construction site
- Calculate the value of the risk associated with the hazard by an approved method taking into consideration the probability of occurrence, the degree of injury, lost time, production costs, influence on the environment and frequency of occurrence.

The outcome of the Risk Assessment will determine:

- Protective equipment to be issued,
- Type of training required,
- Type and number of Safe Work Procedures to be introduced to workers in the form of Toolbox Talks

Protective clothing as determined by the Risk Assessment shall be issued and the employees shall sign the issue register to indicate the type and number of equipment received by each employee

No work shall commence on the construction site prior to induction training of all employees intended to work on site.

Training shall be done by a competent Health and Safety Induction Trainer. Proof of training in the form of a register signed by the trained employees shall be kept in the H&S file. The contents of the training shall also be displayed in the H&S file.

Appointments of people/workers related to Health and Safety as required by law and the Risk Assessment shall be done prior to the commencement of any work. Letters of appointment shall be kept in the H&S file for inspection by the Client, Agent or any Inspector.

All appointed workers shall have a proof of competency attached to the letter of appointment. The Construction Supervisor 6(1) shall have a detailed CV attached to his/her appointment letter.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2





Medical Fitness Certificates shall be obtained for the workers/operators as determined by the Risk Assessment.

4.4.2 **During the construction period** the Contractor shall ensure that all employees and visitors are informed, instructed and trained regarding safety conditions on site. All employees will carry proof of this induction on their persons while employed on site in the form of identification cards. The type of additional training required on this project will be describe elsewhere.

Notification of Construction work shall be done to the Department of Labour within 7 days from commencement of the construction work.

Follow-up Risk Assessments shall be done during the construction period as and when the scope of work changes indicating new introduced hazards.

Additional appointments shall follow as required by the Risk Assessment.

4.4.3 Should the Contractor at any stage in execution of the Works

- a) fail to implement or maintain his health and safety plan;
- b) execute construction work which is not in accordance with his health and safety plan; or
- c) act in any way which may pose a threat to the health and safety of persons, **the Employer will stop the Contractor AT HIS/HER OWN COSTS** from executing construction work.

4.5 The Employer will take reasonable steps to ensure that the Contractor's Health and Safety plan is implemented and maintained. The steps taken will include periodic audits at intervals once every month.

4.6 Upon completion of the Works, the Contractor shall hand over a consolidated Health and Safety file to the Client.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## 5 HEALTH AND SAFETY FILE

The following documentation shall be in the Health and Safety File of the Principal Contractor and Subcontractors:

- A1 Copy of the Occupational Health and Safety Act No 85 of 1993 including the Construction Regulations – February 2014
- A2 Proof of registration with Compensation Commissioner (Principal Contractor)
- A3 Copy of Notification of Construction work to the Department of Labour
- A4 Agreement in terms of section 37(2) of the Occupational Health and Safety Act, No. 85 of 1993. To be signed by client and Principal contractor in presence of witnesses
- A5 Health and Safety Specifications provided by the client
- A6 Copy of all Drawings – Schematics, Detail Drawings, As-Build Drawings etc.
- A7 Health and safety plan describing all activities as mentioned elsewhere.
- A8 Company Safety Policy – To be signed by the Chief Executive Officer of the Company.
- A9 Organogramme indicating site specific organizational structure with reference to requirements of the construction regulations.
- A10 Letters of Appointment

The following appointments are required for the project. Deviations will only be allowed with the approval of the Agent. Appointment of an employee for more than one responsibility will be allowed and shall be approved by the Agent.

### Basic Appointments

- Appointment of Principal Contractor by Client
- Appointment of Contractors (Sub Contractors) by Principal Contractor (where applicable)
- Appointment of Construction Work Supervisor (full time employee on site)
- Appointment of Assistant Construction Work Supervisor (full time employee on site if required)

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Appointments of Specialists (Refer to a Specialist Company)

- Appointment of Risk Assessment Officer
- Appointment of a SHE Coordinator
- Appointment of a Health and Safety Induction Trainer

Appointments of full time employees on site

- Appointment of a SHE Representative (Competent employee to control/monitor all H&S activities)
- Appointment of an Accident and Incident Investigator
- Appointment of the Safety Committee Members (Employees actively involved in H&S)
- Appointment of an Excavation Inspector.
- Appointment of Construction Vehicle and Mobile Plant Inspector
- Appointment of Construction Vehicle and Mobile Plant Operators
- Appointment of Concrete Mixer Operator (If required)
- Appointment of Hand Tool Inspector
- Appointment of a Portable Electrical Equipment Inspector.
- Appointment of a Ladder Inspector (If ladders are used)
- Appointment of a Hygiene and Facility Inspector (Ablutions and eating places)
- Appointment of Fire Equipment Inspector
- Appointment of Fire Team Members (employees trained in firefighting awareness)
- Appointment of First Aid Equipment Inspector
- Appointment of First Aid Team Members (employees trained in first aid awareness)

A11 List of Contractors (Sub-Contractors)

A12 Evacuation plan

A13 The contents of all Training Material used on sited – eg.

Accredited and non-accredited training

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Toolbox talks

And all training records signed by workers

A14 Risk Assessments - All Risk Assessments done before and during the Construction period

A15 Registers as required

A16 Safe Work Procedures and material safety data sheets

A17 Fall protection plan

A18 Incident recording forms

A19 Medical records

A20 Minutes of safety meetings

Emergency telephone numbers to be displayed on the back of the file

**6** *NOTIFICATION OF CONSTRUCTION WORK - REG 3 OF THE CONSTRUCTION REGULATION - FEBRUARY 2014*

The Employer will appoint the Contractor in writing for execution of the Works. The Contractor shall accept its appointment under the terms and Conditions of Contract. The Contractor shall sign and agree to those terms and conditions and shall, before commencing work, notify the Department of Labour of the intended construction work in terms of Regulation 3 of the Construction Regulations. The Contractor shall submit the notification in writing prior to commencement with work. The annexures to this Contract Document contain a "Mandatory notification of construction work in terms of regulation 3 of the construction regulations (2014) of the Occupational Health and Safety Act no 85 of 1993" which shall be filled in by the contractor and forwarded to the Department of Labour. A copy of this notification shall be included in the Contractors Health and Safety file.

The Principal Contractor must notify the Provincial Director of:

- Construction work on a form similar to Annexure A in the Construction Regulation 2014 of the Occupational Health and Safety Act and Regulations.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- A copy of the notification form must be available on site for inspection by an Inspector.

No notification is required from the Sub Contractors.

## 7 Contractor's SHE REPRESENTATIVE

Before commencing work, the Principal Contractor shall designate a competent Safety, Health and Environmental representative (SHE Rep) who shall be acceptable to the Agent, to represent and act for the Contractor and Sub Contractors.

It should be noted that the Principal Contractor is held responsible for the activities of the Sub Contractors.

Failure of Health and Safety measures by the Sub Contractor will revert directly back to the Principal Contractor.

The Contractor shall inform the Agent in writing of the name and address of the Contractor's SHE Rep and of any subsequent changes in the name and address of the SHE Rep, together with the scope and limitations of the SHE Rep's authority to act for the Contractor. The Contractor's SHE Rep shall make available to the Employer an all- hours telephone number at which the SHE Rep can be contacted at any time in the event of an emergency involving any of the Contractor's employees, or other persons at the Works.

## 8 SUPERVISION OF CONSTRUCTION WORK – REGULATION 6

The appointed Project Manager (Reg.16(2)) of the Principal Contractor shall appoint a full-time employee (Reg 6(1)) in writing as the construction supervisor. An assistant Construction Supervisor (Reg 6(2)) may also be appointed where required.

The same procedure applies to the Sub Contractors.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## 9 RISK ASSESSMENT – REGULATION 7

The Principal Contractor as well as all other Contractors shall appoint a competent person in writing to carry out a risk assessment before any construction work is started.

The Risk Assessment shall form part of the Health and Safety Plan.

The Risk Assessment shall include:

- Identification of risks and hazards.
- Possible consequences
- A documented plan of safe procedures to mitigate, reduce or control the risks and hazards. (SAFE WORK PROCEDURES AND PROTECTIVE CLOTHING)
- A monitoring plan
- A review plan

Copies of the risk assessment shall be available on each site for inspection.

All employees shall be informed, instructed and trained by an appointed competent person regarding all hazards and work-related procedures.

No employee shall enter the premises without induction training.

All employees on site shall be in the possession of a certificate of Health and Safety induction training.

The contents of the induction training shall be in writing and kept in the safety file.

## 10 LOCAL SERVICES

Contractor must establish all local services in area of excavations.

Plan of local services shall be documented in the Health and Safety file.

Local services include :

*Telkom, Gas, Water, Electricity Supplies and other similar services.*

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## 11 *SAFE WORKING LOADS*

The Contractor shall ensure that -

- a) the safe working loads of hoists, load-bearing beams and cranes are prominently displayed at all times.
- b) the safe working loads are not exceeded under any circumstances.
- c) all lifting gear is marked with a unique identity number and recorded in a register.

## 12 *MACHINE GUARDING*

All power tools and machinery driven by belts, gears, ropes, chains, couplings and similar drives shall be adequately guarded. The Contractor shall prohibit the use of any equipment with a damaged, missing or inadequate guard.

## 13 *CONSTRUCTION VEHICLES AND MOBILE PLANT – REGULATION 21*

The Contractor shall ensure that drivers of motor vehicles are in possession of a driver's licence, valid for the class of vehicle which they are required to drive, and shall produce the licence on request.

The Contractor shall not permit any driver to be in control of a vehicle at the Works while under the influence of alcohol, drugs or other substance.

All vehicles of the Contractor shall display a name board bearing the Contractor's name. Hired vehicles shall bear an identifying sticker.

A register shall be kept of workers operating construction vehicles and mobile plant.

The register shall contain proof of training of operators to operate construction vehicles and mobile plant, certification of competency and authorization of operators to operate machinery, vehicles or plant.

Names of operators and their relevant training with date and time stamps together with name of course instructor shall be kept in the Health and Safety File on site.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Physical and Psychological fitness shall be proved by way of a medical certificate of fitness of the said operators before allowing operators to operate machinery, vehicles or plant.

The Health and Safety File shall include the written training material offered to operators for the different construction vehicles and mobile plant.

Each and every driver shall be trained on risks involved and safety procedures.

All Construction vehicles and mobile plant must be of acceptable design and construction and used according to their design.

All construction vehicles and mobile plant must be maintained in good working order.

A register of all vehicles and plant shall be kept on site together with names of operators responsible for each.

The register shall report all maintenance activities performed on these vehicles and plant as well as signatures certifying the condition of the vehicles as in a good working order.

All requirements on the vehicles and mobile plant with regard to safety and health shall be inspected and certified.

These requirements include:

- a) Portable fire extinguishers mounted in specified positions on construction vehicles\
- b) 9kg dry powder Fire Extinguisher
- c) Safety belts and harnesses
- d) Inspection for leaking fuel or gasses which can cause a fire hazard
- e) Safe and suitable means of access
- f) Adequate signalling or other control arrangements to guard against the dangers relating to movement of vehicles and plant.

Attention must be paid to

- i) Turn indicators
- ii) Stop lights x2 – where poor visibility conditions warrant
- iii) Reverse siren or acoustic device
- iv) Tail lights

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2





- v) Head lights x2 - where poor visibility conditions warrant
- vi) Rotating amber flashing light with lens heights of at least 200mm and an output of at least 100Watt on roof or other visible position
- vii) Warning boards mounted at least 1.5m above ground level to be clearly visible
- viii) Inspections of appropriate structures fitted to protect the operator from falling material or from being crushed should the vehicle or mobile plant overturn.
- ix) Appropriate seats must be firmly secured and adequate in number on vehicles used to transport employees

During use of Construction vehicles or mobile plant the following rules shall be adhere to:

1. Construction vehicles or mobile plant must be prevented from falling into excavations, water or any other area lower than the working surface. These protections must consist of adequate edge protection eg. guard rails and/or crash barriers
2. No person shall be allowed to or require to ride on any Construction Vehicle or Mobile Plant in a position otherwise than a safe place provided for on the construction vehicle or mobile plant as designed for that purpose.
3. The construction site must be organized in such a way that as far as is reasonable practical, pedestrians and vehicles can move safely and without risks to health and safety.
4. Traffic routes shall be of sufficient size, sufficient in number and in suitable positions to be used safely by construction vehicles, mobile plant and pedestrians.
5. Each and every traffic route shall be indicated by suitable signs for reasons of safety and health.
6. No tools and/or material shall be transported in the same compartment as the operators/drivers/employees unless the said are secured against movement during transportation.
7. All Construction Vehicles and Mobile Plant left unattended at night adjacent to a freeway in normal use or adjacent to construction areas where work is in progress, shall have appropriate lights or reflectors, or barricades equipped with appropriate lights or reflectors, in order to identify the location of vehicles or plant

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



8. Bulldozers, scrapers, loaders and other similar mobile plant are, when being repaired or when not in use, fully lowered or blocked with controls in a neutral position, motors stopped and brakes set.
9. Reflective indicators must be provided to workers in the form of reflective yellow jackets or vests as specified and worn by workers working on/or adjacent to public roads

#### 14 SIGNS AND NOTICES

The use of colour codes, symbolic signs and notices are means of communication whereby information is visually conveyed to people and also provides early warning of dangers.

Safety signs provide for immediate recognition of danger, information, actions allowed or not allowed and procedures that have to be done.

There are 5 types of safety signs:

1. Black triangle on yellow background => WARNING
2. Red (round) on white background => PROHIBITORY
3. White on blue background => MANDATORY
4. White on green background => INFORMATION
5. Red (square) on white background => FIRE

The following signs shall be provided for on the site:

Traffic control signs	-	ROAD CLOSE
		DETOUR
		DIRECTION ARROWS
Warning signs	-	DANGER - MEN AT WORK
Prohibitory signs	-	NO ENTRY
Fire	-	POSITION OF EQUIPMENT ARROWS
First Aid	-	INFORMATION SIGNS

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



All signs shall be new or in good condition and approved by the Engineer.

All temporary signs shall be mounted on portable supports to facilitate moving.

Defective or missing items shall be replaced immediately.

All signs shall be inspected at least twice a day.

Prohibited area – TR208

Men at work – TW 336

## 15 EXCAVATION WORK – REGULATION 11

Excavation:

*Definition:* A space made by digging.

1. An excavation could be a hole or trench of any size and shape.
2. A Risk Assessment must be done prior to making an excavation.
3. The following must be taken in consideration when doing the Risk Assessment:
  - ⇒ Depth of the excavation
  - ⇒ Length of the excavation
  - ⇒ Existing services
  - ⇒ Barricading and demarcation

Depth of the excavation

1. Should an excavation be more than chest deep (1.5m), it must be adequately shored or braced.
2. Slopes or trenches shall be as flat as possible, 1 x vertical to 2 x horizontal must be considered maximum for dry conditions. In wet conditions either a much lower slope shall be used, or if space is a constraint, shoring and de-watering shall be applied.

A competent person shall be appointed to supervise excavation work.

Stability evaluation of ground must be done and a certificate shall be issued.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



A plan for prevention of persons being trap due to collapse shall be provided by Contractor

The design of shoring shall be documented by Contractor in the Health and Safety file as provided by the competent designer of shoring.

The maximum loading of sides of an excavation must be documented in a usable format

If adjacent structures and buildings are present and can be affected a design and construction of supporting details shall be represented.

Provision shall be made for access routes to the excavation. Routes must not be more than 6 meters away from worker.

Contractor must establish all local services in area of excavations.

Plan of local services shall be documented in the Health and Safety file.

Local services include :

*Telkom, Gas, Water, Electricity Supplies and other similar services.*

Inspection shall be done on all bracing and shoring on a:

- daily basis
- prior to each shift
- after every blasting operation
- after an unexpected fall of ground
- after substantial damage to supports
- after rain

An inspection register shall be completed by the Excavation Inspector during each and every inspection.

Barricading and Demarcation:

Excavations shall be fenced at least 1 meter high and as close to the excavation as possible, when accessible by public or other employees, or adjacent to public roads or thoroughfares.

Protection around excavations must be in the form of a physical barrier, to prevent persons from falling into the excavation.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Excavations must be provided with clearly visible boundary indicators and illuminated at night or where/when visibility is poor.

Precautionary measures in terms of confined spaces must be met and employees must be declared fit and not claustrophobic.

Explosives regulations must be adhered to if explosives are required to carry out the excavation. Competent persons with blasting certificates must be in charge.

Warning signs must be posted next to an excavation in which persons are working or carrying out inspection or tests.

## 16 *BARRICADING AND DEMARCATION*

The construction site shall be barricaded completely to prevent pedestrians and vehicles to enter the construction area.

Protection around the site must be in the form of a physical barrier and appropriate signage, to prevent public from entering the area.

It is advised to use 1.2m high Dayglo Mesh (barrier netting) to prevent pedestrians on pavements to enter the construction area.

## 17 *LADDERS*

You are only to use ladders that are undamaged and are of sound construction.

Ladders must be placed on a register and inspected on a monthly basis by an appointed person. Ladders are to be secured during use. If it is necessary to use a ladder before it can be secured, a second person must hold it steady at all times. Place the ladder's feet on a level base. (wooden blocks or bricks are not to be used).

Ladders are not to be used as scaffolds or work platforms.

When used as access to trenches and work areas, the ladder must extend one meter above the step off point and be placed at an angle where the base of the ladder is one quarter of the ladder height away from the base of the structure and must be fitted with non-skid devices.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Ladders must not be used nearer than 3 metres to any exposed electrical power source and never in substations or on electrical installation work.

Ladders are not to be used in a horizontal position.

Maintain 3-point contact by keeping two hands and one foot or two feet and one hand on the ladder at all times.

Do not carry objects in your hands while on a ladder.

Ladders must be fitted with non-skid devices at the bottom ends and hooks or similar devices at the upper ends.

Ladders with damaged stiles, or damaged or missing runs should never be used.

Ladders must never be fastened together to increase the reach.

Wooden ladders must never be painted.

## 18 CONCRETE MIXERS – REGULATION 18

The Contractor shall ensure that all concrete mixers are operated and supervised by a competent person who has been appointed in writing.

The Contractor shall ensure that all devices to start and stop the concrete mixers are provided and that these devices are

1. placed in an easily accessible position; and
2. constructed in such a manner to prevent accidental starting

All dangerous moving parts of a mixer must be placed beyond the reach of persons by means of covers.

No person shall be permitted to remove or modify any guard or safety component unless authorized to do so by the appointed person

A Contractor shall ensure that all persons authorized to operate the concrete mixers are fully:

1. aware of all dangers involved in the operation thereof
2. conversant with the precautionary measures to be taken in the interest of health and safety

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



No person supervising or operating a concrete mixer shall authorize any other person to operate the plant, unless such a person is competent to operate such machinery.

**19**     *SCAFFOLDING – REGULATION 14*

All scaffolding must be in compliance to SABS 085.

A competent person shall be appointed in writing to supervise the erection of all scaffolding operations. The Scaffolding erector shall have the required accredited qualifications for scaffold erecting.

A competent scaffold inspector shall be appointed in writing to inspect the erected scaffolds and shall not be the same person as the erector.

An Inspection Register on scaffolding shall be kept in the Health and Safety File.

A copy of SABS 085 as amended shall be available on site and kept in the Health and Safety File.

**20**     *HOUSE KEEPING AND CONSTRUCTION SITES – REGULATION 25*

The Contractor shall at all time carry out the Works in a manner to avoid the risk of bodily harm to persons or risk of damage to any property. The Contractor shall take all precautions, which are necessary and adequate to eliminate any conditions, which contribute to the risk of injury to persons or damage to property. The Contractor shall continuously inspect all work, materials and equipment to discover and determine any such conditions and shall be solely responsible for the discovery, determination and elimination of such conditions.

During the period of this Contract, the Contractor shall be responsible for the safe storage of all materials and equipment required for execution of the Contract, and for disposal of all non-usable waste material in an orderly manner.

All materials, whether stored on the construction site or within the Contractor’s designated area, shall be stored neatly and safely to prevent possible injury to any personnel. The material shall be stored to facilitate safe access to, and removal of the material from the storage area.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Any flammable material, such as paint, diesel fuel and oil, shall be stored in lockable non-combustible structures, which shall be clearly marked to indicate the hazardous nature of the materials stored within. The flammable materials stores shall be located in safe areas away from hazardous surroundings and adequate and suitable fire-fighting equipment shall be provided within easy reach of the materials stores.

Loose material need for use shall not accumulate so as to obstruct means of access to and egress from the workplace.

Scrap and waste shall not be allowed on site and must be removed daily.

The construction sites adjacent to build up area or public way shall be effectively fenced and controlled with access points.

## 21 *STACKING AND STORAGE ON CONSTRUCTION SITES – REGULATION 26*

A Competent person shall be appointed in writing with the duty of supervising all stacking and storage of material on site.

Adequate storage areas shall be provided which includes demarcated areas.

All storage areas shall be kept neat and under control.

Registers and checklist on housekeeping shall be kept on site

## 22 *FALL PROTECTION – REGULATION 8*

A contractor shall cause-

- a) the designation of a competent person, responsible for the preparation of a fall protection plan;
- b) the fall protection plan contemplated in paragraph (a) to be implemented, amended where and when necessary and maintained as required;
- c) steps to be taken in order to ensure the continued adherence to the fall protection plan.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2





The fall protection plan contemplated in sub regulation (1), shall include-

- a) a risk assessment of all work carried out from an elevated position which shall include the procedures and methods used to address all the risks identified per location;
- b) the processes for evaluation of the employees' physical and Psychological fitness necessary to work at elevated heights.

- Safety Harness:

The wearing of an approved type of safety harness fitted with a shock absorber and correctly secured to any approved anchorage, is compulsory for personnel working at heights.

Safety harnesses must be worn where a leaning bar cannot be installed, where handrails are not available, in instances where there is a risk of injury due to falling, and generally whenever work is undertaken at a height of more than “a person’s height”.

Where roof work is undertaken, harnesses must be attached to a lifeline or other substantial support.

The single support waist type safety belts should not be used; therefore a full parachute type harness of an approved type is required.

It is the contractor’s responsibility to train his employees on the correct use of harnesses.

Safety belts may only be used as a fall restraint and not as a fall protection device.

- Identify Risks:

Lanyards must be used to attach tools and equipment used in elevated positions.

Scaffolding where possible must be provided.

On windy/rain days, special precautions are to be taken especially when working with loose roof sheets.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Walking on asbestos roofs is prohibited unless supporting ladders or crawl boards are placed thereupon.

Consult your supervisor in that area if in any doubt.

## 23 STRUCTURES – REGULATION 9

1. A contractor shall ensure that-
  - (i) all reasonably practicable steps are taken to prevent the uncontrolled collapse of any new or existing structure or any part thereof, which may become unstable or is in a temporary state of weakness or instability due to the carrying out of construction work:  
and
  - (ii) no structure or part of a structure is loaded in a manner which would render it unsafe.
2. The designer of a structure shall-
  - a) before the contractor is put out to tender, make available to the client all relevant information about the design of the relevant structure that may affect the pricing of the construction work;
    - (i) inform the contractor in writing of any known or anticipated dangers or hazards relating to the construction work, and make available all relevant information required for the safe execution of the work upon being designed or when the design is subsequently altered;
    - (ii) subject to the provisions of paragraph (a) and (b) ensure that the following information is included in a report and made available to the contractor-
      - (iii) a geo-science technical report where appropriate.
      - (iv) the loading of the structure is designed to withstand; and
      - (v) the methods and sequence of construction process.
  - b) not including anything in the design of the structure necessitating the use of dangerous procedures or materials hazardous to the health and safety of persons, which could be avoided by modifying the design or by substituting materials;

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- c) take into account the hazards relating to any subsequent maintenance of the relevant structure and should make provision in the design for that work to be performed to minimize the risk;
  - (i) carry out sufficient inspections at appropriate times of the construction work involving the design of the relevant structure in order to ensure compliance with the design and a record of those inspections is to be kept on site;
  - (ii) stop any contractor from executing any construction work which is not in accordance with the relevant design;
- d) conduct a final inspection of the completed structure prior to its commissioning to render it safe for commissioning and issue a completion certificate to the contractor; and
- e) ensure that during commissioning, cognizance is taken of ergonomic design principles in order to minimize ergonomic related hazards in all phases of the life cycle of a structure.
- f) A contractor shall ensure that all drawings pertaining to the design of the relevant structure are kept on site and are available on request by an inspector, contractors, client, client's agent or employee.
- g) Any owner of a structure shall ensure that inspections of that structure upon completion are carried out periodically by competent persons in order to render the structure safe for continued use: Provided that the inspections are carried out at least once every six months for the first two years and thereafter yearly and records of such inspections are kept and made available to an inspector upon request.
- h) Any owner of a structure shall ensure that the structure upon completion is maintained in such a manner that the structure remains safe for continued use and such maintenance records shall be kept and made available to an inspector upon request.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## 24 FORMWORK & SUPPORT WORK – REGULATION 10

A competent person shall be appointed in writing to supervise all formwork and support work.

The name and address of such a person shall be included in the Health and Safety Plan of the Principal Contractor.

The contractor must ensure that all formwork and support work structures are adequately designed, erected, supported, braced and maintained so that they will be able to support all anticipated loads.

All drawings pertaining to formwork and support work must be kept on site and available for inspection by an inspector, contractor, client, client's agent or employee.

All formwork and support work must be inspected and checked for suitability by a competent person under the following conditions:

1. Before use
2. During placement of concrete or any other imposed load
3. After placement of concrete or any other imposed load
4. On a daily basis after placement of concrete until the structure is removed.
5. Ensure that concrete gains sufficient strength before the support work is removed.
  - Record must be kept of these inspections.
  - Weakened formwork or support work must be immediately reinforced.
  - Deck panels must be secured against displacement.
  - Persons must be prevented from slipping on support work.
  - Persons must not be affected by the use of solvents or any other similar substances.
  - Safe access must be provided for all support work.
  - Employees involved must be adequately trained and instructed to perform the work in a safe manner.
  - Foundations of formwork must be adequate to sustain the applied load.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## 25 *FIRST AID*

### 25.1 Safety Notice Board

The Contractor shall provide a Safety Notice Board where safety notices, site regulations concerning safe working practices and information on the location of the nearest first aid station, can be conspicuously displayed to all staff. The size of the notice board shall be at least 600 mm x 800 mm.

### 25.2 First Aid Equipment

The Contractor shall provide for its employees a stretcher for emergencies and an approved first aid box. The first aid box shall be checked weekly by a responsible person, who shall be appointed by the Contractor, and a record shall be kept of the contents. Any deficient medical supplies shall be promptly replenished by the Contractor.

### 25.3 Hazard Notices

The Contractor shall display hazard notices in all areas where hazardous conditions prevail or may occur.

### 25.4 Reporting of Incidents and/or Injuries

All incidents in respect of damage to Works, property or machinery, or injury to persons, shall be reported by the Contractor's SHE Rep by the quickest means possible.

A mandatory incident report form, containing full details of the incident, shall be completed and submitted to the Site Agent and the Department of Labour within twenty four (24) hours of the occurrence of the incident.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**26** *FIRE PRECAUTIONS ON CONSTRUCTION SITES – REGULATION 27*

A register shall be kept on all Acetylene and Oxygen cylinders used on the site.

Condition of components, sub-components and safety components (e.g. Flame back arrestors) shall be listed in the register and signed by the construction supervisor at regular intervals as required with time and date stamp.

Acetylene, Oxygen and LP Gas cylinders shall be stored in suitable places to minimize the risk of fire.

Suitable storage to be provided for flammable liquids, e.g. petrol, diesel, paint, thinners.

Smoking shall be prohibited in the workplace and notices posted accordingly.

Suitable and sufficient firefighting equipment shall be placed in strategic positions in the work place. (On vehicles and other positions as deemed necessary).

A register shall be kept on type and number of equipment for each site in the Health and Safety File.

A competent person shall inspect all firefighting equipment.

A sufficient number of employees shall be trained in the use of firefighting equipment.

A register shall be kept in the Health and Safety File on site with names of employees and type of firefighting training completed with date.

Suitable signs shall be erected in work places indicating escape routes.

Escape routes shall be kept clear. Evacuation plans shall be in Health and Safety File as part of Induction Training.

Combustible materials shall not accumulate on site.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**27**     **CONSTRUCTION WELFARE FACILITIES – REGULATION 28**

On each site where existing facilities are not present, at least one sanitary facility shall be erected for every 10 workers, one shower for every 15 workers, a changing facility for each sex and sheltered eating areas.

Mobile toilets with bucket system shall be installed at the site.

Cleaning of buckets shall be arranged with the City Council.

Where applicable chemical toilets shall be provided.

Eating facilities shall be made available in the form of a shaded net, table and chairs.

For sites in remote areas, transport shall be made available for workers to and from sites.

**28**     **TOXIC MATERIALS**

The Contractor shall exercise all necessary care in the handling of toxic compounds and shall be able to identify the major chemical components in the event of medical treatment being required.

**29**     **HAZARDOUS CHEMICALS AND MATERIALS**

- a)     The Contractor shall provide suitable and adequate protective equipment when working in an area where hazardous chemicals and materials are being used.
- b)     The Contractor shall ensure that its employees have familiarised themselves with the hazardous material data sheets applicable to the specific site as well as the location of fire fighting equipment, safety showers / baths and other washing facilities, prior to commencement of work.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**30**      *COMMISSIONING SAFETY PRECAUTIONS*

The Contractor shall ensure that wherever repairs, adjustments or any other work are undertaken on any plant or machinery, the power supply is switched off, disconnected or the plant / machinery disengaged until the work or repairs have been completed.

**31**      *ELECTRICAL INSTALLATIONS AND MACHINERY ON CONSTRUCTION SITES – REGULATION 22*

Before construction commences or any other related works and during the progress thereof adequate steps must be taken to establish the presence of and guard against any danger to the workers in respect to electrical cables or apparatus.

In areas where it cannot be established where electrical devices are, the employees must use tools of which the handles are insulated or rubber insulated gloves.

Any temporary electrical installation set up by the principal contractor or contractor must be inspected at least once a week by a competent person. The inspections shall be recorded in a register and kept in the Health and Safety File.

When working on or next to live electrical Machinery the Principal Contractor or Contractor must provide insulated stands, trestles and mats.

When Distribution Boards are removed the incoming power supplies shall be cut by the client's authorized Electrician. The incomer electricity supply feeder shall be earthed by a suitable earth wire or spike to prevent cable of becoming live during the installation of new Distribution Boards.

No person shall continue with wiring of premises unless the supply to the premises has been rendered dead and the above effective measures has been taken to ensure that such cables remains dead. When rewiring of premises is done the feeder breakers at the other end of the supply cables shall be locked out and the cable earthed to prevent any injury to workers by Electrical Shock.

A register shall be kept on site in the Health and Safety File indicating all signatures of competent persons switching electricity supply on or off with time and date stamps.

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2





No person shall use or permit to use a portable electric load operating at a voltage exceeding 50V to earth unless it is connected to a source of electrical energy incorporating an earth leakage protection device.

A register shall be kept on site in which all daily checks of portable electric tools are performed and signed by the responsible person. Checks shall include condition of plug top, power cord, on-off switch and insulation condition of electric tool. All tools shall be numbered and entered accordingly into the register. Condition of tools as listed in the register shall be inspected and signed by the construction supervisor at regular intervals as required by the nature of the equipment.

### 32 *REGISTERS REQUIRED ON SITE*

**PPE** - Personal Protective Clothing and Equipment issued

#### *MACHINERY*

- Daily Checklist - Compaction Machinery – Bowmag
- Daily Checklist - Compaction Machinery – Plate Compactor
- Daily Construction Vehicle Pre-ignition Checklist – Tractors
- Daily Checklist - Compaction Machinery – Tipper
- Daily Checklist - Compaction Machinery – Excavator
- Daily Construction Vehicle Pre-ignition Checklist – TLB
- Daily Checklist - Compaction Machinery – Material Handler
- Daily Checklist - Compaction Machinery – Water Lorry
- Daily Checklist - Compaction Machinery – Bowmag
- Daily Checklist - Compaction Machinery – Mini Excavator
- Daily Checklist - Compaction Machinery – Bobcat
- Daily Checklist - Compaction Machinery – Concrete Mixer
- Operators on Construction Vehicles and Mobile Plant
- Training and Fitness Register

#### *EQUIPMENT*

- Ladder Inspection Register
- Scaffold Inspection Register

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- Safety Harness Inspection Register
- Gas Cutting and Welding Inspection Register

#### *TOOLS*

- Monthly Checklist on Hand Tools
- Monthly Checklist on Portable Electrical Equipment

#### *HOUSE KEEPING*

- Stacking Inspection Register
- Excavations Inspection Register
- Monthly Environmental Checklist and Deviation
- Monthly Hygiene Facility Inspection Register – Mobile Ablutions and Eating areas

#### *INCIDENTS*

- Incident Register (Injury/ occupational disease record book Recording and investigation of incidents)
- Motor Vehicle Accident Report

#### *FIRE*

- Fire Extinguishing Equipment Register
- Register of Trained Employees in Fire Fighting
- Fire Awareness Attendance Training Register

#### *FIRST AID*

- First Aid Box and Equipment Checklist
- Register of Trained Employees in Basic First Aid
- First Aid Awareness Attendance Training Register

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



### *TRAINING*

- Induction Training Attendance Registers
- Risk Assessment Communication Registers

### *PERMITS*

- Lock-out Request Forms (Water and Electricity)
- Lock-out Permits (Water and Electricity)

### *INSPECTIONS*

- SHE Coordinator Inspection Register – Monthly checklist and deviations
- Minutes of Safety Committee Monthly meetings

## **33**     *SAFE WORK PROCEDURES REQUIRED IN HEALTH AND SAFETY FILE*

- Stacking of material
- Working with angle grinders
- Excavating of trenches
- Loading and transport of material
- Working with cement and concrete mixers
- Driving company vehicles
- Approaching Construction Vehicles
- Maintaining Scaffolding
- Form work repair guide
- Roof work
- Correct use of Fire Extinguishers
- Engaging and working with Contractors
- Heat Stress
- Electrical Safety
- Maintenance of Ladders
- Silica
- Trenches and open excavations

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**34** *WRITTEN TRAINING COURSE MATERIAL TO BE FILED IN HEALTH AND SAFETY FILE*

- Induction Training (Workplace awareness – Site specific)
- Training of operators on Construction Vehicles and Mobile Plant
- First Awareness
- Fire Fighting Awareness
- Toolbox talks on Hand Tools
- Toolbox talks on Machine Guarding
- Toolbox talks on Hand Tool Accidents
- Toolbox talks on Ten Commandments of Safety
- Toolbox talks on Fire prevention
- Toolbox talks on lifting materials by hand
- Toolbox talks on safe loading
- HIV Training Unit 1 - The Nature of HIV/Aids
- HIV Training Unit 2 - Transmission of the HI virus
- HIV Training Unit 3 - HIV/AIDS preventative measures
- HIV Training Unit 4 – Voluntary HIV/AIDS counselling and testing
- HIV Training Unit 5 – Living with HIV/AIDS
- HIV Training Unit 6 – Treatment options for people with HIV/AIDS
- HIV Training Unit 7 – The rights and responsibilities for workers in the workplace with regard to HIV/AIDS
- Toolbox talks on Environmental influences

**35** *TRAINING COURSES TO BE PRESENTED*

*PHASE 1*

- Toolbox talks on the functions of the SHE Representative
- Induction Training (Workplace awareness) - Ten Commandments of Safety
- Training of the Community on Construction Workplace Hazards
- HIV Training Unit 1 - The Nature of HIV/Aids
- Toolbox talks on Environmental Awareness

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



*PHASE 2*

- Training of Operators on Construction Vehicles and Mobile Plant
- First Aid Awareness
- Fire Fighting Awareness
- Toolbox talks on Hand Tools and Hand Tool Accidents
- Toolbox talks on Machine Guarding
- Toolbox talks on lifting materials by hand
- Toolbox talks on Safe Loading
- Toolbox talks on Safety Signs
- HIV Training Unit 2 - Transmission of the HI virus
- HIV Training Unit 3 - HIV/AIDS preventative measures
- HIV Training Unit 4 - Voluntary HIV/AIDS counselling and testing
- HIV Training Unit 5 - Living with HIV/AIDS
- HIV Training Unit 6 - Treatment options for people with HIV/AIDS
- HIV Training Unit 7 - The rights and responsibilities for workers in the workplace with regard to HIV/AIDS
- Toolbox talks on Environmental Awareness

**36** *EQUIPMENT ON SITE*

First Aid Kit (basic)

Fire Extinguishers

**37** *PERSONAL PROTECTIVE CLOTHING*

The Contractor shall provide the necessary personal protective clothing for its employees in hazardous areas, appropriate to the nature of the hazard.

**37.1** Hard Hats

All employees of the Contractor shall wear hard hats in areas where appropriate hazard notices are displayed. The Engineer shall have the right to ban certain colours if they are similar to the Employer's identifying colours. Hard hats shall not be painted or otherwise defaced.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



37.2 Eye Protection

Suitable eye protection shall be worn in areas where appropriate hazard notices are displayed, or when grinding, chipping, breaking, drilling, arc-welding, cutting with oxy-acetylene equipment or similar activities are taking place.

37.3 Hearing Protection

Suitable hearing protection shall be worn in areas where appropriate hazard notices are displayed.

37.4 Foot Wear

All employees of the Contractor shall wear undamaged, laced-up safety boots or safety shoes, suitable for the intended purpose, in prescribed areas where appropriate hazard notices are displayed.

37.5 Gloves

All employees of the Contractor shall wear suitable protective gloves in areas where appropriate hazard notices are displayed, or when handling hot or hazardous materials or chemicals.

37.6 Clothing

All employees of the Contractor shall wear suitable protective clothing when working in proximity of machinery, power tools, hazardous materials or chemicals.

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



Proposed Personal Protective Equipment required on this project:

	TYPE	WHEN TO WEAR
1.	Hard Hats	Always
2.	400mm Shoulder Length PVC Gloves	Working with cement
3.	Plastic Trousers	Working with cement
4.	Safety Goggles	Grinding, Cutting Cement
5.	Gumboots	Working in water
6.	Welding helmet	Welding
7.	Gas welding safety goggles	Gas Welding
8.	Safety shoes	Offloading and positioning of materials
9.	Dust Masks	Grinding
10.	Ear Muff	Grinding
11.	Leather apron	Welding/ gas welding

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, NO. 85 OF 1993**

The Employer and the Contractor hereby agree, in terms of the Provisions of Sections 37(2), 9 and 8(2) of the Occupational Health and Safety, Act No. 85 of 1993, hereinafter referred to as 'the Act', that the Contractor as an employer in its own right and in its capacity as Contractor for the execution of the works, shall have certain obligations and that the following arrangements shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely:-

- i) The Contractor undertakes to acquaint the appropriate officials and the employees of the Contractor with all relevant provisions of the Act, and the regulations promulgated in terms of the Act, and
- ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and regulations will be fully complied with, and
- iii) The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and regulations and expressly absolves the Employer and the Employer's Consulting Engineers from being obliged to comply with any of the aforesaid duties, obligations and prohibitions.
- iv) The Contractor shall be obliged to report forthwith to the Employer any investigation, complaint, or criminal charge which may arise as a consequence of the provisions of the Act and regulations pursuant to work performed on behalf of the Employer, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

SIGNED at ..... on this.....day of

..... 20.....

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2





For and on behalf of the **Contractor**:

\_\_\_\_\_

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

AS WITNESSES:

1. \_\_\_\_\_

2. \_\_\_\_\_

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

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

For and on behalf of the **Employer**:

\_\_\_\_\_

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

AS WITNESSES:

1. \_\_\_\_\_

2. \_\_\_\_\_

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

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

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**MANDATORY NOTIFICATION OF CONSTRUCTION WORK**  
**IN TERMS OF REGULATION 3 OF THE CONSTRUCTION REGULATIONS (2014)**  
**OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, NO. 85 OF 1993**

This document is to be forwarded by the Contractor to the Office of the Department of Labour **prior to commencement** of the Works. The Contractor shall ensure that all Sub-Contractors accountable to him forward similar documents to the mentioned Authority **prior to commencement with the Works**.

A. Particulars of Contractor

Name: .....

Postal Address : .....

Compensation Fund Registration No. ....

B. Particulars of Contractor's MD/ CEO/Managing Member of cc

Name: .....

ID No. ....

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Postal Address: .....

Tel No. .... Cell phone No. ....

C. Particulars of Contractor's designated Construction Safety Officer appointed in terms of Clause 6(1) as the Construction Supervisor, with the duty of supervising health and safety at the Works:

Name: .....

ID No. ....

Postal Address: .....

Tel No. .... Cell phone No. ....

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



D. Particulars of Contractor's sub-ordinate supervisors at the Works, appointed in terms of Clause 6 (2):

Name	ID No.	Postal Address	Tel No.	Cell phone no.

E. Physical address of the Works (Construction Site)

.....  
 .....

Co-ordinates (if available) Latitude (S) .....

Longitude (E) .....







Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



F. Nature of the construction work:

.....

.....

G. Expected commencement date: .....

H. Expected completion date: .....

I. Estimated maximum number of persons on the construction site: .....

J. Planned number of Sub-Contractors on the construction site accountable to Principal Contractor:

.....

Name(s) of Sub-Contractors.

.....

.....

.....

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



K. Particulars of Employer (client)

Name: .....

Postal Address: .....

.....

Name of Employer's designated Representative / Agent.

.....

Tel No. .... Cell phone No. ....

L. Particulars of Design Engineer

Name: .....

Postal Address: .....

Tel No. .... Cell phone No. ....

Signed at ..... on this ..... day of ..... 20.....

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**INFORMATION TO BE SUPPLIED BY THE TENDERER**

The following forms shall be completed by the Tenderer.

A Particulars of WCF

Compensation Fund Registration No. ....

Expiring Date .....

B. Particulars of Contractor's designated Construction Safety Officer appointed in terms of Clause 6(1) as the Construction Supervisor, with the duty of supervising health and safety at the Works:

Name: .....

ID No. ....

Postal Address: .....

Tel No. .... Cell phone No. ....

C Particulars of Contractor's Health and Safety Representatives:

Name:.....Qualifications.....

Name:.....Qualifications.....

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Name:.....Qualifications.....

D Particulars of First Aider

Name: .....

ID No. ....

Valid First Aid Certificate: Yes.....

No.....

E Particulars of Fire Fighter

Name: .....

ID No. ....

Valid Fire Training Certificate: Yes.....

No.....

F Training Records of Construction Vehicle Operators

Name:.....Qualifications.....

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2





Name:.....Qualifications.....

Name:.....Qualifications.....

G. Incident Statistics:

Incidents during last 12 months	Date	Degree of Injury	Production days lost	Costs involved.
1				
2				
3				
4				
5				
6				
7				

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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**PART C4: SITE INFORMATION**

**1. SITE INSPECTION**

In terms of the Standard Conditions of Tender and the Tender Data, the Contractor is to attend compulsory visit to the site and a clarification meeting on the date and time as stipulated in the Tender Notice and Invitation to Tender.

In this regard, the contractor shall be deemed to have inspected and examined the site and its surroundings, have gathered the information available in connection therewith and have satisfied himself before submitting his tender (as far as is practicable) as to:

- a) The form and nature of the site and its surrounding, including subsurface conditions,
- b) Suitable and adequate water for construction purpose
- c) The hydrological and climatic conditions,
- d) The extent and nature of the work and materials necessary for the execution and completion of the Works, and
- e) The means of access to the site and the accommodation he may require.

No subsequent claims by the Contractor arising from lack of knowledge of perceptible conditions on the site or its surroundings or of available information shall be entertained

The Provision the construction services as required per the Description of Works will take place at different locations throughout the municipal area over the next three (3) years.

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Witness 1

Witness 2

Employer

Witness 1



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2. LOCALITY MAP

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Witness 1

Witness 2

Employer

Witness 1



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GA-SEGONYANA LOCAL MUNICIPALITY

**BID NO : 04/2024-25**

**Panel Appointment: Appointment of Contractors for the Construction  
of Rural Sanitation for A Period of 36 Months**

**PORTION 2: THE CONTRACT**

**PART C5  
MBD FORMS**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**SECTION C5.1 : DECLARATION OF PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED) (MBD5)**

**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  
\* Delete if not applicable

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  
\* Delete if not applicable

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.

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

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  
\* Delete if not applicable

3.1.1 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  
\* Delete if not applicable

4.1 If yes, furnish particulars

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

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**CERTIFICATION**

**I, THE UNDERSIGNED (NAME)**

<b>FULL NAME</b>

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

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

..... Signature	..... Date
..... Position	..... Name of Bidder

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Contractor

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Witness 1

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Witness 2

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Employer

--

Witness 1

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Witness 2



## SECTION C5.2 : DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT (MBD6.2)

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

### 1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9.(1) and 9.(3) make provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Regulation 9.(3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
- 1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.5. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

$$LC = 1 - \left[ \frac{x}{y} \right] \times 100$$

Where

x imported content

y bid price excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as required in paragraph 4.1 below.

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



1.7. A bid will be disqualified if:

- the bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and
- this declaration certificate is not submitted as part of the bid documentation.

## 2. Definitions

- 2.1. **“bid”** includes advertised competitive bids, written price quotations or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2





**3. The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:**

Description of services, works or goods	Stipulated minimum threshold
	%
	%
	%
	%
	%
	%
	%
	%
	%
	%
	%
	%

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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

YES / NO

4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

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

Indicate the rate(s) of exchange against the appropriate currency in the table below:

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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

**IN RESPECT OF BID NO: 04/2024-25**

**ISSUED BY: #EntityNameUC#**

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

I, the undersigned,

**FULL NAMES**

--

do hereby declare, in my capacity as:

**CAPACITY**

--

of

**NAME OF BIDDER ENTITY**

--

, the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286.
- (c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

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

**If the bid is for more than one product, a schedule of the local content by product shall be attached.**

- (d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286.

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Contractor

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Witness 1

--

Witness 2

--

Employer

--

Witness 1

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Witness 2



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

<b>SIGNATURE</b>	<b>DATE</b>
<b>WITNESS NO 1</b>	<b>DATE</b>
<b>WITNESS NO 2</b>	<b>DATE</b>

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**SECTION C5.3 : CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD9)**

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

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



### CERTIFICATE OF BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

**04/2024-25 : Provision of Construction Services for Rural Sanitation Programme for a Period of Three Years**

in response to the invitation for the bid made by:

**GA-SEGONYANA LOCAL MUNICIPALITY**

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

I certify, on behalf

of: \_\_\_\_\_ that:  
(Name of Bidder)

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

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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

..... Signature	..... Date
..... Position	..... Name of Bidder

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<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.



GA-SEGONYANA LOCAL MUNICIPALITY BID NO : 04/2024-25

**Panel Appointment: Appointment of Contractors for the  
Construction of Rural Sanitation for A Period of 36 Months**

**THE NATIONAL TREASURY**

**PART C6**





# **THE NATIONAL TREASURY**

**Republic of South Africa**



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## **GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

**July 2010**



# **GOVERNMENT PROCUREMENT**

## **GENERAL CONDITIONS OF CONTRACT**

### **July 2010**

#### **NOTES**

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.



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## General Conditions of Contract

### 1. Definitions

1. The following terms shall be interpreted as indicated:
  - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 “Day” means calendar day.
  - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
  - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
  - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the



RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such



obligations of the supplier covered under the contract.

1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

**2. Application**

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

**3. General**

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

**4. Standards**

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

**5. Use of contract documents and information; inspection.**

5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

**6. Patent rights**

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.



**7. Performance security**

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

**8. Inspections, tests and analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or



analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9. Packing**

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

## **11. Insurance**

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

## **12. Transportation**

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

## **13. Incidental services**

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;





- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
  - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
- 14. Spare parts**
- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
  - (b) in the event of termination of production of the spare parts:
    - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
- 15. Warranty**
- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take



such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

**16. Payment**

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

**17. Prices**

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

**18. Contract amendments**

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

**19. Assignment**

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

**20. Subcontracts**

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

**21. Delays in the supplier's performance**

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the



supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause

21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22. Penalties**

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

## **23. Termination for default**

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any



person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction
  - (iii) the period of restriction; and
  - (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

**24. Anti-dumping and countervailing duties and rights**

- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which



may be due to him

**25. Force Majeure**

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination for insolvency**

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

**27. Settlement of Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of liability**

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and



(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

**29. Governing language**

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

**30. Applicable law**

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

**1. Notices**

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

**2. Taxes and duties**

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2.2 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

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2.4 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

2.5

2.6 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

1.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

1.2



es, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

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1.2 o No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder.

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2. l National Industrial Participation

(NIP) Programme

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34 Prohibition of Restrictive practices

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2.1 h The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

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34e In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

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34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

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Contract No: 04/2024-25  
PART C5: MBD Forms  
Section C5.3: General Conditions of Contract

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