# Tender No: 35/2009

**Reconstruction of Cekiso and Faku Street, Kwanonqaba, MosSEL Bay**

**JULY 2009**

<table>
<thead>
<tr>
<th>ISSUED BY:</th>
<th>PREPARED BY:</th>
</tr>
</thead>
</table>
| Directorate: Technical Service  
Tender Office:  
(Tender Initiation Section) | Directorate: Technical Service  
Tender Office:  
(Tender Initiation Section) |
| MOSSEL BAY MUNICIPALITY  
101 Marsh Street  
PO Box 25  
MOSSEL BAY 6500  
Tel: (044) 606 5265  
Fax: (044) 606 5062 | MOSSEL BAY MUNICIPALITY  
101 Marsh Street  
PO Box 25  
MOSSEL BAY 6500  
Tel: (044) 606 5265  
Fax: (044) 606 5062 |

<table>
<thead>
<tr>
<th>NAME OF TENDERER</th>
<th>TENDER AMOUNT</th>
<th>COMPLETION PERIOD</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
# MOSSEL BAY MUNICIPALITY

**TENDER No. 35/2009**

**RECONSTRUCTION OF CEKISO AND FAKU STREET, KWANONQABA, MOSSEL BAY**

## GENERAL TENDER INFORMATION

<table>
<thead>
<tr>
<th><strong>TENDER ADVERTISED</strong></th>
<th>: 7 AUGUST 2009</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SITE INSPECTION</strong></td>
<td>: 14 AUGUST 2009, 10:00</td>
</tr>
<tr>
<td><strong>VENUE FOR SITE INSPECTION</strong></td>
<td>: MUNICIPAL OFFICES HARTENBOS</td>
</tr>
<tr>
<td><strong>CLOSING DATE</strong></td>
<td>: 28 AUGUST 2009</td>
</tr>
<tr>
<td><strong>CLOSING TIME</strong></td>
<td>: 12h00</td>
</tr>
<tr>
<td><strong>CLOSING VENUE</strong></td>
<td>: Tender Box at the MOSSEL BAY MUNICIPALITY, Ground Floor, Main Building, 101 Marsh Street, MOSSEL BAY</td>
</tr>
</tbody>
</table>
MOSSEL BAY MUNICIPALITY
TENDER No. 35/2009
RECONSTRUCTION OF CEKISO AND FAKU STREET, KWANONQABA, MOSSEL BAY

SUMMARY FOR TENDER OPENING PURPOSES

To facilitate the reading out of tender parameters at the opening of tenders, the tenderer shall complete this form and submit it with his tender.

| a) | Name of Contractor submitting the tender: |
| b) | Tender amount: |
|     | \textit{(as stated in the Form of Offer): (Including VAT)} |
| c) | Time for Completion: |
|     | \textit{(Weeks)} |
| d) | Alternative Tender offered? |
|     | \textit{(Yes / No)} |
|     | If “Yes” state amount(s) |
|     | \textit{(Including VAT)}: |
| e) | Alternative Time for Completion offered? |
|     | \textit{(Yes / No)} |
|     | If “Yes”, state time offered for Completion: |
|     | \textit{(Weeks)} |
| f) | Preferences claimed: |
|     | HDI equity ownership (\%) |
|     | Female equity ownership (%) |
|     | Disabled persons equity ownership (%) |
|     | Local Enterprise: |
|     | Mossel Bay Based |
|     | Eden District |
|     | Western Cape |
| g) | Details of contact person: |
|     | Name \textit{(Print)}: |
|     | Telephone No: |
|     | Fax No: |
|     | e-mail address: |

Note: In the event of conflict between the data provided in this summary and that given in the tender, the latter shall prevail.

SIGNATURE: ............................................

TENDER INFORMATION
# Contents

<table>
<thead>
<tr>
<th>Number</th>
<th>Heading</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## The Tender

### Part T1: Tendering procedures
- T1.1 Tender Notice and Invitation to Tender
- T1.2 Tender Data

### Part T2: Returnable documents
- T2.1 List of Returnable Documents
- T2.2 Returnable Schedules

## The Contract

### Part C1: Agreement and Contract Data
- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Form of Guarantee
- C1.4 Occupational Health and Safety Agreement
- C1.5 Pro-Forma Transfer of Right
- C1.6 Pro-Form OHS Act Notification Form

### Part C2: Pricing data
- C2.1 Pricing Instructions
- C2.2 Bill of Quantities

### Part C3: Scope of Work
- C3.1 Description of the Works
- C3.2 Engineering
- C3.3 Procurement
- C3.4 Construction
- C3.5 Management

### Part C4: Site information
- C4 Site Information
Part T1: Tendering procedures

Page

T1.1 Tender Notice and Invitation to Tender.................................T1.1
T1.2 Tender Data .........................................................................T1.2 – T1.16
Tender Notice and Invitation to Tender

Mossel Bay Municipality

T1.1 TENDER INVITATION

CLOSING TIME: 12:00 CLOSING DATE: 12 August 2009

TENDER 35/2009: RECONSTRUCTION OF CEKISO AND FAKU STREET, KWANONQABA, MOSSEL BAY

Tenders are hereby invited from contractors with a 3CE or higher CIDB grading for the reconstruction of Cekiso and Faku Streets, Kwanonqaba, Mossel Bay.

A set of tender documents with plans and specifications can be obtained at a non-refundable cost of R250 per set. Payments must be made by crossed cheque made out to the Municipality of Mossel Bay. Tender documents will only be available at the compulsory information meeting through prior arrangement with Ms Maryna Noëth at telephone (044) 606-5262. All payments must be done prior to the site meeting and no payment will be accepted at the site meeting. Documents will only be handed to prospective bidders who produce a receipt for the payment of the tender document.

A compulsory information meeting will be held at 10:00 on Friday, 14 August 2009 at the Municipality’s Offices in Hartenbos. Tender documents will be available at the information meeting.

Tenders must be submitted on the original tender documents and remain valid for 90 days after the closing date of the tender. Enquiries about the tender and the completion of the documents can be addressed to Mr A Louw at telephone number (044) 606-5273, fax number (044) 695-2460 or e-mail at alouw@mosselbaymun.co.za.

Fully completed tender documents must be placed in an envelope that must be sealed and deposited in the Tender box on the Lower Ground Floor (seaside) at the Mossel Bay Municipality by not later than 12:00 on Friday, 28 August 2009 or be mailed to reach the Tender Box, Mossel Bay Municipality, PO Box 25, Mossel Bay, 6500 before the specified closing date and time. The envelope must be endorsed clearly with the name, number and closing date of the tender as above.

Receipts will be issued at request only for tenders handed in during office hours from Mondays to Fridays. Receipts will not be issued for tenders placed in the tender box after hours or which are received by mail.

The tender box will be opened just after 12:00 on the closing date, where after all bids will be opened in public. Late tenders or tenders submitted by e-mail or fax will under no circumstances be accepted.

The Municipality reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. The Municipality does not bind itself to accepting the lowest tender or award a contract to the bidder scoring the highest number of points.

It is expected of all prospective service providers who are not yet registered on the Municipality’s Accredited Supplier Database to register without delay on the prescribed form. The Municipality reserves the right not to award tenders to prospective suppliers who are not registered on the Database.

DR M GRATZ

MUNICIPAL MANAGER
## T1.2 Tender Data

<table>
<thead>
<tr>
<th>Clause number</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (February 2008) as published in Government Gazette No 30692, Board Notice 9 of 2008 of 1 February 2008 (See <a href="http://www.cidb.org.za">www.cidb.org.za</a>).</td>
</tr>
<tr>
<td></td>
<td>The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.</td>
</tr>
</tbody>
</table>

### F.1.1.1
The employer is **Mossel Bay Municipality**.

### F.1.2
The tender documents issued by the employer comprise:

**Volume 1: Tender Document**
- **Part T1: Tendering Procedures**
  - T1.1 Tender notice and invitation to tender
  - T1.2 Tender data
- **Part T2: Returnable Schedules**
  - T2.1 List of returnable documents
  - T2.2 Tender schedules
- **Part C1: Agreements and contract data**
  - C1.1 Form of offer and acceptance
  - C1.2 Contract data
  - C1.3 Form of Guarantee
- **Part C2: Pricing data**
  - C2.1 Pricing instructions
  - C2.2 Bill of Quantities
- **Part C3: Scope of work**
  - C3 Scope of work
- **Part C4: Site information**
  - C4 Site information

**Volume 2: Book of Drawings**

### F.1.4
The employer’s agent is:
- **Name:** ..... **Mossel Bay Municipality**
- **Address:** ..... 101 Marsh Street, Mosselbay
- **Tel:** ..... (044) 606 5265
- **Fax:** ..... (044) 695 2460
- **E-mail:** ..... kicalitz@mosselbaymun.co.za

### F.2.1
Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:

Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **3CE** class of construction work, are eligible to submit tenders.

Joint ventures are eligible to submit tenders provided that:

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation in the **3CE** class of construction work; and
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 **3CE** class of construction work.
F.2.7 The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.

Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.

F.2.12 If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer’s standards and requirements, the details of which may be obtained from the Employer’s Agent.

Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer’s standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.

Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer’s standards and requirements.

The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer’s costs of confirming the acceptability of the detailed design before it is constructed.

F.2.13.3 Parts of each tender offer communicated on paper shall be submitted as an original, plus NIL copies.

F.2.13.5 The employer’s address for delivery of tender offers and identification details to be shown on each tender offer package are:

- **Location of tender box:** Municipal Offices, Ground Floor
- **Physical address:** Mossel Bay Municipality, Main Building, 101 Marsh Street, Mossel Bay
- **Postal address:** P O Box 25, Mossel Bay, 6500
- **Identification details:** “Tender No. 35/2009: Reconstruction of CEKISO AND FAKU STREET, KWANONQABA, MOSSEL BAY”

F.2.13 A two-envelope procedure will not be followed.

F.3.5

F.2.15 The closing time for submission of tender offers is 12h00 hours on **Friday, 28 August 2009**.

F.2.16 The tender offer validity period is **90 days**

F.2.18 The tenderer shall provide the following additional information:

- Proof of preferencing arrangements including shareholder’s certificates, etc.
- Confirmation of financial standing (bank rating) from the Tendering entity’s financial institution.
- Letter of intent from the Tendering entity’s financial institution to provide the required surety.

F.2.23 The tenderer is required to submit with his tender:

- Proof of Contractor Registration issued by the Construction Industry Development Board.
- Where a tenderer satisfies CIDB contractor grading designation requirements through joint venture formation, such tenderers must submit Proof of Contractor Registration in respect of each partner.

F.3.4 Tenders will be opened immediately after the closing time for tenders at 12h00 on **Friday, 28 August 2009** at the **Committee Room, Ground Floor, Main Building of Mossel Bay Municipality, 101 Marsh Street, Mossel Bay.**
F.3.11

The procedure for the evaluation of responsive tenders is Method 2.

The financial offer will be scored using Formula 2 (option 1) where the value of \( W_1 \) is:
1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R 500 000; or
2) 80 where the financial value inclusive of VAT of one or more responsive tender offers equals or is less than R 500 000.

Up to 100 minus \( W_1 \) tender evaluation points will be awarded to tenderers who complete the preferring schedule and who are found to be eligible for the preference claimed.

F3.13.1

Tender offers will only be accepted if:

a) the tenderer has in his or her possession an original valid Tax Clearance Certificate issued by the South African Revenue Services
b) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;
c) the tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges;
d) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and
e) the tenderer has not abused the Employer’s Supply Chain Management System or has failed to perform on any previous contract and has been given a written notice to this effect; and
f) has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer’s ability to perform the contract in the best interests of the employer or potentially compromise the tender process.
g) the tender offer is signed by a person authorized to sign on behalf of the Tenderer;
h) a Tender who submitted a tender as a Joint Venture has included an acceptable Joint Venture Agreement with his tender
i) the Tender or a competent authorised representative of the Contractor who submitted the tender has attended the compulsory clarification meeting or site inspection.

Tenderers registered on the database of the Mossel Bay Municipality need not submit a tax certificate but must confirm registration.

F.3.18

The number of paper copies of the signed contract to be provided by the employer is One (1).

The additional conditions of tender are:

1. Tenders will be evaluated according to Mossel Bay Municipality’s Preferential Procurement Policy and the Supply Chain Management Policy.
2. The lowest, the highest or any tender will not necessarily be accepted and the Council reserves the right to accept any tender wholly or partially.
3. **COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT 1993**

Tenderers are to note the requirements of the Occupational Health and Safety (OHS) Act No. 85 of 1993 and the Construction Regulations 2003 issued in terms of Section 43 of the Act. The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the Tenderer shall submit with his tender, appended to Schedule 10: Health and Safety Plan in T2.2: Returnable Schedules, a detailed Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations. The Health and Safety Plan shall cover inter-alia the following details:

- The safety management structure including the names of all designated persons such as the construction supervisor and any other competent persons;
- Safety method statements and procedures to be adopted to ensure compliance with the OHS Act. Aspects to be dealt with shall include:
<table>
<thead>
<tr>
<th>Clause number</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>- Public vehicular and pedestrian traffic accommodation measures;</td>
</tr>
<tr>
<td></td>
<td>- Control of the movement of construction vehicles;</td>
</tr>
<tr>
<td></td>
<td>- The storage and use of materials;</td>
</tr>
<tr>
<td></td>
<td>- The use of tools, vehicles and plant;</td>
</tr>
<tr>
<td></td>
<td>- Temporary support structures;</td>
</tr>
<tr>
<td></td>
<td>- Dealing with working at height;</td>
</tr>
<tr>
<td></td>
<td>- Dealing with working with water;</td>
</tr>
<tr>
<td></td>
<td>- The use of batch plants;</td>
</tr>
<tr>
<td></td>
<td>- Excavation work;</td>
</tr>
<tr>
<td></td>
<td>- Demolition work;</td>
</tr>
<tr>
<td></td>
<td>- Security, access control and the exclusion of unauthorised persons.</td>
</tr>
<tr>
<td></td>
<td>- The provision and use of temporary services;</td>
</tr>
<tr>
<td></td>
<td>- Compliance with wayleaves, permissions and permits;</td>
</tr>
<tr>
<td></td>
<td>- Safety equipment, devices and clothing to be employed;</td>
</tr>
<tr>
<td></td>
<td>- Emergency procedures;</td>
</tr>
<tr>
<td></td>
<td>- Provision of welfare facilities;</td>
</tr>
<tr>
<td></td>
<td>- Induction and training;</td>
</tr>
<tr>
<td></td>
<td>- Provision and maintenance of the health and safety file and other documentation;</td>
</tr>
<tr>
<td></td>
<td>- Arrangements for monitoring and control to ensure compliance with the safety plan.</td>
</tr>
</tbody>
</table>

Tenderers are to note that the Contractor is required to ensure that all sub-contractors or others engaged in the performance of the contract also comply with the above requirements.

The Contractor shall prepare and maintain a Health and Safety File in respect of the project, which shall be available for inspection on Site at all times and handed over to the Employer on Final Completion of the project.

The Contractor is required to submit to the Employer the Occupational Health and Safety Agreement (included in C1.4 of the Contract Document) and a letter of good standing from the Compensation Commissioner, or a licensed compensation insurer, within 14 days after receipt of the Letter of Notification of the Tender.
Annex: Standard Conditions of Tender
(As contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement)

F.1 General

F.1.1 Actions

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

F.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.

F.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

F.1.3.3 For the purposes of these conditions of tender, the following definitions apply: conflict of interest means any situation in which:

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 fulfill his or her duties impartially;

ii) an individual or organisation is in a position 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 the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration.
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

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

**F.1.4 Communication and employer’s agent**

Each communication between the employer and a tenderer shall be to or from the employer’s agent only, and in a form that can be 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.

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

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

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

**F.1.6 Procurement procedures**

**F.1.6.1 General**

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

**F.1.6.2 Competitive negotiation procedure**

F.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer’s competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

F.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

F.1.6.2.4 The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have been requested to submit their best and final offer.

**F.1.6.3 Proposal procedure using the two stage-system**
F.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

F.1.6.3.2 Option 2

F.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

F.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

F.2 Tenderer’s obligations

F.2.1 Eligibility

F.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.

F.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.

F.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 complies with requirements.

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.
F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

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

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

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

F.2.11 Alterations to documents

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.

F.2.12 Alternative tender offers

F.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.

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

F.2.13 Submitting a tender offer

F.2.13.1 Submit 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.

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

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

F.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

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

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

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

F.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
F.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

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

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

F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

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

F.2.16 Tender offer validity

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

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

F.2.16.3 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.

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

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

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

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

F.2.19 Inspections, tests and analysis

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

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

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

F.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.
F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

F.3.1.1 Respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F.3.1.2 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 pre-qualify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

a) an individual firm, or a joint venture as a whole, 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 pre-qualified 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.

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

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

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

F.3.5 Two-envelope system

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

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

a) 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.

F.3.9 Arithmetical errors, omissions and discrepancies

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

F.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

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

F.3.9.2 Notify the tenderer of all errors or omissions that are identified in the tender offer and invite the tenderer to either confirm the tender offer as tendered or accept the corrected total of prices.

F.3.9.3 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

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

F.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.
F.3.11 Evaluation of tender offers

F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

F.3.11.2 Method 1: Financial offer

In the case of a financial offer:

a) Rank tender offers from the most favourable to the least favourable 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.

F.3.11.3 Methods 2: Financial offer and preference

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 F.3.11.7 and F.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 F.3.11.7;

- \( N_{P} \) is the number of tender evaluation points awarded for preferences claimed in accordance with F.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 out in this subclause is repeated.

F.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 F.3.11.7 and F.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 F.3.11.7;

- \( N_{Q} \) is the number of tender evaluation points awarded for quality offered in accordance with F.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.

F.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 F.3.11.7 to F.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:

\[
T_{Ev} = N_{FO} + N_{P} + N_{Q}
\]

where: 
- \( N_{FO} \) is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;
- \( N_{P} \) is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.
- \( N_{Q} \) is the number of tender evaluation points awarded for quality offered in accordance with F.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.

F.3.11.6 Decimal places

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

F.3.11.7 Scoring Financial Offers

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

\[
N_{FO} = W_i \times A
\]

where:  
- \( N_{FO} \) is the number of tender evaluation points awarded for the financial offer.
- \( W_i \) is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.
- \( A \) is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

### Table F.1: Formulae for calculating the value of A

<table>
<thead>
<tr>
<th>Formula</th>
<th>Basis for comparison</th>
<th>Option 1</th>
<th>Option 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Highest price or discount</td>
<td>( A = (1 + \frac{(P - P_m)}{P_m}) )</td>
<td>( A = P/P_m )</td>
</tr>
<tr>
<td>2</td>
<td>Lowest price or percentage commission_fee</td>
<td>( A = (1 - \frac{(P - P_m)}{P_m}) )</td>
<td>( A = P_m/P )</td>
</tr>
</tbody>
</table>

\( P_m \) is the comparative offer of the most favourable comparative offer.

\( P \) is the comparative offer of the tender offer under consideration.
F.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.

F.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:

\[ N_Q = \frac{W_2 \times S_Q}{M_S} \]

where:
- \( S_Q \) is the score for quality allocated to the submission under consideration;
- \( M_S \) 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.

F.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.

F.3.13 Acceptance of tender offer

F.3.13.1 Accept the tender offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the tenderer:

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.

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

F.3.14 Notice to unsuccessful tenderers

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

F.3.15 Prepare contract documents

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

a) addenda issued during the tender period,

b) inclusion of some of the returnable documents,

c) other revisions agreed between the employer and the successful tenderer, and
d) the schedule of deviations attached to the form of offer and acceptance, if any.

**F.3.16 Issue final contract**

Prepare and issue the final draft of the contract to the successful tenderer for acceptance as soon as possible after the date of the employer’s signing of the form of offer and acceptance (including the schedule of deviations, if any).

**F.3.17 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.

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

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

**F.3.19 Provide written reasons for actions taken**

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, 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.
Part T2: Returnable Documents

Page

T2.1 List of Returnable Documents .......................................................... T2.1
T2.2 Returnable Schedules ..................................................................... T2.2 – T2.46
T2.1 List of Returnable Documents

The tenderer must complete the following Returnable Documents:

1. **Returnable Schedules required for tender evaluation purposes**

<table>
<thead>
<tr>
<th>Schedule</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>1: COMPULSORY ENTERPRISE QUESTIONAIRE</td>
<td>T2.3</td>
</tr>
<tr>
<td>2: SITE VISIT / CLARIFICATION MEETING CERTIFICATE</td>
<td>T2.5</td>
</tr>
<tr>
<td>3: AUTHORITY OF SIGNATORY</td>
<td>T2.6</td>
</tr>
<tr>
<td>4: SCHEDULE OF WORK EXPERIENCE</td>
<td>T2.9</td>
</tr>
<tr>
<td>5: SCHEDULE OF CONSTRUCTION PLANT</td>
<td>T2.11</td>
</tr>
<tr>
<td>6: PRELIMINARY PROGRAMME</td>
<td>T2.13</td>
</tr>
<tr>
<td>7: SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE</td>
<td>T2.14</td>
</tr>
<tr>
<td>8: DECLARATION OF GOOD STANDING REGARDING TAX</td>
<td>T2.15</td>
</tr>
<tr>
<td>9: CONFIRMATION OF ENTERPRISE REGISTRATION</td>
<td>T2.17</td>
</tr>
<tr>
<td>10: HEALTH AND SAFETY PLAN</td>
<td>T2.18</td>
</tr>
<tr>
<td>11: SCHEDULE OF SUBCONTRACTORS</td>
<td>T2.20</td>
</tr>
<tr>
<td>12: LABOUR CONTENT</td>
<td>T2.22</td>
</tr>
<tr>
<td>13: SCHEDULE OF PROPOSED TRAINING</td>
<td>T2.28</td>
</tr>
<tr>
<td>14: DETAILS OF SITE AGENT’S AND GENERAL FOREMAN’S EXPERIENCE</td>
<td>T2.29</td>
</tr>
<tr>
<td>15: SCHEDULE OF LABOUR-INTENSIVE WORK</td>
<td>T2.30</td>
</tr>
<tr>
<td>16: TENDERERS FINANCIAL STANDING</td>
<td>T2.31</td>
</tr>
</tbody>
</table>

2. **Other documents required for tender evaluation purposes**

   An original valid Tax Clearance Certificate issued by the South African Revenue Services – append to Schedule 8.

   Documentary evidence / proof of registration and verification on Mossel Bay Municipality Supplier Database - append to Schedule 9.

3. **Returnable Schedules that will be incorporated into the Contract**

   FA: ADDENDA / NOTICE(S) TO TENDERERS ................................................. T2.32
   FB: ALTERATIONS BY TENDERER ............................................................. T2.33
   FC: DECLARATION OF INTEREST: MOSSEL BAY MUNICIPALITY .......... T2.35
   FD: DECLARATION OF INTEREST IN TERMS OF THE MUNICIPAL FMA ... T2.37
   MBD8: DECLARATION OF BIDDERS ......................................................... T2.38
   Preferencing Schedules
   MBD6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2001 ........................................ T2.40

4. **C1.1 The offer portion of the C1.1 Offer and Acceptance**

5. **C1.2 Contract Data (Part 2)**

6. **C2.2 Bills / Schedule of Quantities**

**NB:** TENDERERS MUST COMPLETE THESE SCHEDULES / DATA SHEETS / FORMS IN BLACK INK
T2.2 Returnable Schedules
MOSSEL BAY MUNICIPALITY

TENDER NO. 35/2009

RECONSTRUCTION OF CEKISO AND FAKU STREET, KWANONQABA, MOSSEL BAY

SCHEDULE 1 : COMPULSORY ENTERPRISE QUESTIONAIRE

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.

<table>
<thead>
<tr>
<th>Section 1: Name of enterprise:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section 2: VAT registration number, if any:</td>
</tr>
<tr>
<td>Section 3: CIDB registration number, if any:</td>
</tr>
<tr>
<td>Section 4: Particulars of sole proprietors and partners in partnerships</td>
</tr>
<tr>
<td>Name*</td>
</tr>
<tr>
<td>-------</td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Section 5: Particulars of companies and close corporations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company registration number:</td>
</tr>
<tr>
<td>Close corporation number:</td>
</tr>
<tr>
<td>Tax reference number:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Section 6: Record in the service of the state</th>
</tr>
</thead>
<tbody>
<tr>
<td>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:</td>
</tr>
<tr>
<td>□ a member of any municipal council</td>
</tr>
<tr>
<td>□ a member of any provincial legislature</td>
</tr>
<tr>
<td>□ a member of the National Assembly or the National Council of Province</td>
</tr>
<tr>
<td>□ a member of the board of directors of any municipal entity</td>
</tr>
<tr>
<td>□ an official of any municipality or municipal entity</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder</th>
<th>Name of institution, public office, board or organ of state and position held</th>
<th>Status of service (tick appropriate column)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Current</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Insert separate page if necessary

<table>
<thead>
<tr>
<th>Section 7: Record of spouses, children and parents in the service of the state</th>
</tr>
</thead>
<tbody>
<tr>
<td>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:</td>
</tr>
</tbody>
</table>

Tender
Part T2: Returnable documents
Tender No: 35/2009

Returnable Schedules
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

<table>
<thead>
<tr>
<th>Name of spouse, child or parent</th>
<th>Name of institution, public office, board or organ of state and position held</th>
<th>Status of service (tick appropriate column)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Current</td>
</tr>
<tr>
<td><em>insert separate page if necessary</em></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The undersigned, who warrants that he / she is duly authorised 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; and

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  

Name  

Position  

Enterprise Name

Date

Tender  
Part T2: Returnable documents  
Returnable Schedules  
Tender No: 35/2009
MOSSEL BAY MUNICIPALITY

TENDER NO. 35/2009

RECONSTRUCTION OF CEKISO AND FAKU STREET, KWANONQABA, MOSSEL BAY

SCHEDULE 2: SITE VISIT / CLARIFICATION MEETING CERTIFICATE

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

representative of (tenderer) .................................................

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

of (address) ..........................................................

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

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

telephone number .........................................................

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

fax number ..........................................................

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

on (date) ..........................................................

have examined the Site of the Works and its surroundings for which I/we am/are submitting this Tender and have, so far as is practicable, familiarized myself/ourselves with all the information, risks, contingencies and other circumstances which may influence or affect my/our Tender.

SIGNED ON BEHALF OF TENDERER: ..........................................................

Attendance of the above person(s) at the meeting is confirmed by the Employer’s representative, namely:

Signature: .......................................................... Date: ..........................................................

Name: .......................................................... Position: ..........................................................

Representative’s
Enterprise Name: ..........................................................
MOSSEL BAY MUNICIPALITY

TENDER NO. 35/2009

RECONSTRUCTION OF CEKISO AND FAKU STREET, KWANONQABA, MOSSEL BAY

SCHEDULE 3 : AUTHORITY OF SIGNATORY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

<table>
<thead>
<tr>
<th>(I) COMPANY</th>
<th>(II) CLOSE CORPORATION</th>
<th>(III) PARTNERSHIP</th>
<th>(IV) JOINT VENTURE</th>
<th>(V) SOLE PROPRIETOR</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(I) CERTIFICATE FOR COMPANY

I, .........................................................................................................................., chairperson of the Board of Directors of .........................................................., hereby confirm that by resolution of the Board (copy attached) taken on .........................20......, Mr/Ms ......................................................................................................, acting in the capacity of .........................................................., was authorised to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

Chairman: ..........................................................

As Witnesses: 1......................................................................................................
                2......................................................................................................

Date: .........................

(II) CERTIFICATE FOR CLOSE CORPORATION

We, the undersigned, being the key members in the business trading as .......................................................... .........................................................., hereby authorise Mr/Ms .........................................................., acting in the capacity of .........................................................., to sign all documents in connection with the tender for Contract No .......................................................... and any contract resulting from it on our behalf.

<table>
<thead>
<tr>
<th>NAME</th>
<th>ADDRESS</th>
<th>SIGNATURE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note : This certificate is to be completed and signed by all of the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.
(III). CERTIFICATE FOR PARTNERSHIP

We, the undersigned, being the key partners in the business trading as, .......................................................... hereby authorise Mr/Ms .......................................................... acting in the capacity of .......................................................... , to sign all documents in connection with the tender for Contract No ........................................... and any contract resulting from it on our behalf.

<table>
<thead>
<tr>
<th>NAME</th>
<th>ADDRESS</th>
<th>SIGNATURE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.

(IV) CERTIFICATE FOR JOINT VENTURE

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms .........................................................., authorised signatory of the company, .......................................................... acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract No ........................................... and any contract resulting from it on our behalf.

This authorisation is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

<table>
<thead>
<tr>
<th>NAME OF FIRM</th>
<th>ADDRESS</th>
<th>AUTHORISING SIGNATURE, NAME AND CAPACITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lead partner</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.
(V)  CERTIFICATE FOR SOLE PROPRIETOR

I, ........................................................................................................, hereby confirm that I am the sole owner of the business trading as .................................................................

Signature of Sole owner: ..................................................

As Witnesses:

1. ........................................................................................................

2. ........................................................................................................

Date: ..........................................

(VI)  REGISTRATION CERTIFICATE / AGREEMENT / ID DOCUMENT

[Important note to all Tenderers: Registration Certificates for Companies, Close Corporations and Partnerships, or Agreements and Powers of Attorney for Joint Ventures, or ID documents for Sole Proprietors, all as referred to in the foregoing forms and in T2.1, must be inserted here]

Tenderers shall submit with their tenders the following information:

1. The full First Names and Surnames of their partners and/or directors:
   ........................................................................................................
   ........................................................................................................
   ........................................................................................................
   ........................................................................................................

2. The names and addresses of the local agents, firms, or representatives who are involved in any manner whatsoever in the Tender:
   ........................................................................................................
   ........................................................................................................
   ........................................................................................................
   ........................................................................................................

SIGNED ON BEHALF OF TENDERER: SIGNATURE OF SIGNATORY: ..........................................................
MOSSEL BAY MUNICIPALITY

TENDER NO. 35/2009

RECONSTRUCTION OF CEKISO AND FAKU STREET, KWANONQABA, MOSSEL BAY

SCHEDULE 4: SCHEDULE OF WORK EXPERIENCE

The tenderer shall insert in the spaces provided below a list of the last five completed civil engineering contracts awarded to him and those currently being undertaken. This information is deemed to be material to the award of the Contract.

<table>
<thead>
<tr>
<th>EMPLOYER: CONTACT PERSON AND TELEPHONE NUMBER</th>
<th>CONSULTING ENGINEER: CONTACT PERSON AND TELEPHONE NUMBER</th>
<th>NATURE OF WORK</th>
<th>VALUE OF WORK (inclusive of VAT)</th>
<th>DATE COMPLETED OR EXPECTED TO BE COMPLETED</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Number of sheets, appended by the tenderer to this Schedule ......................... (If nil, enter NIL).

SIGNED ON BEHALF OF TENDERER: .................................................................
<table>
<thead>
<tr>
<th>EMPLOYER: CONTACT PERSON AND TELEPHONE NUMBER</th>
<th>CONSULTING ENGINEER: CONTACT PERSON AND TELEPHONE NUMBER</th>
<th>NATURE OF WORK</th>
<th>VALUE OF WORK (inclusive of VAT)</th>
<th>DATE COMPLETED OR EXPECTED TO BE COMPLETED</th>
</tr>
</thead>
<tbody>
<tr>
<td>.........................................................................................................................</td>
<td>.................................................................................................</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>.........................................................................................................................</td>
<td>.................................................................................................</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>.........................................................................................................................</td>
<td>.................................................................................................</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>.........................................................................................................................</td>
<td>.................................................................................................</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>.........................................................................................................................</td>
<td>.................................................................................................</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>.........................................................................................................................</td>
<td>.................................................................................................</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>.........................................................................................................................</td>
<td>.................................................................................................</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>.........................................................................................................................</td>
<td>.................................................................................................</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>.........................................................................................................................</td>
<td>.................................................................................................</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>.........................................................................................................................</td>
<td>.................................................................................................</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>.........................................................................................................................</td>
<td>.................................................................................................</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>.........................................................................................................................</td>
<td>.................................................................................................</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>.........................................................................................................................</td>
<td>.................................................................................................</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>.........................................................................................................................</td>
<td>.................................................................................................</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Number of sheets, appended by the tenderer to this Schedule ......................... (If nil, enter NIL).

SIGN ON BEHALF OF TENDERER: ..................................................................................
MOSSEL BAY MUNICIPALITY

TENDER NO. 35/2009

RECONSTRUCTION OF CEKISO AND FAKU STREET, KWANONQABA, MOSSEL BAY

SCHEDULE 5: SCHEDULE OF CONSTRUCTION PLANT

The tenderer shall state below what construction plant will be available for this Contract. The tenderer shall differentiate, if applicable, between construction plant immediately available and construction plant which will become available by virtue of outstanding orders, and indicate what further construction plant will be acquired or hired for the work should he be awarded the Contract.

F1: CONSTRUCTION PLANT IMMEDIATELY AVAILABLE

<table>
<thead>
<tr>
<th>DESCRIPTION (type, size, capacity etc)</th>
<th>QUANTITY</th>
<th>YEAR OF MANUFACTURE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Attach additional pages if more space is required
F2: CONSTRUCTION PLANT ON ORDER
(State details of arrangements made, with delivery dates)

<table>
<thead>
<tr>
<th>DESCRIPTION (type, size, capacity etc)</th>
<th>QUANTITY</th>
<th>ORDER ACQUIRED</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>MODEL</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Attach additional pages if more space is required

F3: CONSTRUCTION PLANT THAT WILL BE ACQUIRED OR HIRED
(State details of delivery arrangements)

<table>
<thead>
<tr>
<th>DESCRIPTION (type, size, capacity etc)</th>
<th>QUANTITY</th>
<th>HIRE / ACQUIRED</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>MODEL</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Attach additional pages if more space is required

The Tenderer undertakes to bring onto site without additional cost to the Employer any additional equipment not listed but which may be necessary to complete the contract within the specified contract period.

Number of sheets, appended by the tenderer to this Schedule ....................... (If nil, enter NIL).

**SIGNED ON BEHALF OF TENDERER:** .................................................................
MOSSEL BAY MUNICIPALITY

TENDER NO. 35/2009

RECONSTRUCTION OF CEKISO AND FAKU STREET, KWANONQABA, MOSSEL BAY

SCHEDULE 6 : PRELIMINARY PROGRAMME

The tenderer shall attach a preliminary programme, reflecting the proposed sequence and tempo of execution of the various activities comprising the work for the Contract, to this page.

This programme shall be in the form of a bar chart (Gantt chart) or similar acceptable time/activity form reflecting the proposed sequence and tempo of the various activities and the quantities that will be carried out every week under each of the elements, comprising the work for this contract. The programme shall also indicate the point where the tenderer intends to commence work operations and the direction in which the work will proceed. The working hours shall be indicated.

The tenderer shall also take into account the additional requirements stated in the Project Specifications when drawing up the programme.

### PRELIMINARY PROGRAMME

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>WEEKS / MONTHS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Details of the preliminary programme shall be appended to this Schedule.

Number of sheets, appended by the tenderer to this Schedule ....................... (If nil, enter NIL).

[Note: The programme must be based on the completion time as specified in the Contract Data. No other completion time that may be indicated on this programme will be regarded as an alternative offer, unless it is listed in Table (b) of Form I hereafter and supported by a detailed statement to that effect, all as specified in the Tender Data]

**SIGNED ON BEHALF OF TENDERER:**  ..................................................
MOSSEL BAY MUNICIPALITY

TENDER No. 35/2009

RECONSTRUCTION OF CEKISO AND FAKU STREET, KWANONQABA, MOSSEL BAY

SCHEDULE 7 : SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE

The tenderer shall state his estimated expenditure indicating the values of each monthly claim in terms of Clause 49 of the General Conditions of Contract, which he estimates will arise based on his preliminary programme and tendered rates, in the table below. The total of the monthly amounts shall be equal to the tender sum.

<table>
<thead>
<tr>
<th>MONTH</th>
<th>VALUE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>R</td>
</tr>
<tr>
<td>2.</td>
<td>R</td>
</tr>
<tr>
<td>3.</td>
<td>R</td>
</tr>
<tr>
<td>4.</td>
<td>R</td>
</tr>
<tr>
<td>5.</td>
<td>R</td>
</tr>
<tr>
<td>6.</td>
<td>R</td>
</tr>
<tr>
<td>SUBTOTAL</td>
<td>R</td>
</tr>
<tr>
<td>VAT (14%)</td>
<td>R</td>
</tr>
<tr>
<td>TOTAL</td>
<td>R</td>
</tr>
</tbody>
</table>

SIGNED ON BEHALF OF TENDERER: ..............................................................
SCHEDULE 8 : DECLARATION OF GOOD STANDING REGARDING TAX

1. Name of taxpayer/tenderer: ..............................................................................................................................................

2. Trade name: .......................................................................................................................................................................

3. Identification number (if applicable):

4. Company/Close Corporation registration number:

5. Income tax reference number:

6. VAT registration number (if applicable):

7. PAYE employer’s registration number (if applicable):

DECLARATION TO BE MADE BY TENDERER

I, the undersigned, the above taxpayer/tenderer, hereby declare that my Income Tax, Pay-As-You-Earn (PAYE) and Value-Added-Tax (VAT) obligations of the above-mentioned taxpayer, which include the rendition of returns and payment of the relevant taxes:

(i) have been satisfied in terms of the relevant Acts, or

(ii) that suitable arrangements have been made with the Receiver of Revenue, to satisfy them.*

SIGNATURE CAPACITY DATE

PLEASE NOTE:* The declaration (ii) cannot be made unless formal written arrangements have been made with the Receiver of Revenue with regard to any outstanding revenue/tax returns.

Documentary evidence in the form of a valid Tax Clearance Certificate from the South African Revenue Services shall accompany this form.

Number of sheets, appended by the tenderer to this Schedule .................. (If nil, enter NIL).

IMPORTANT NOTES:

1. The following is an abstract from the Preferential Procurement Regulations 2001 promulgated with the Preferential Policy Framework Act No 5 of 2000:

"Tax clearance certificate"
16. No contract may be awarded to a person who has failed to submit an original Tax Clearance Certificate from the South African Revenue Service ("SARS") certifying the taxes of that person to be in order or that suitable arrangement have been made with SARS.

2. The TCC 001 form, Application for Tax Clearance Certificate (in respect of tenders), must be completed by the tenderer in every detail and submitted to the Receiver of Revenue where the tenderer is registered for income tax purposes. The Receiver of Revenue will then furnish the tenderer with a Tax Clearance Certificate that will be valid for 6 months from date of issue. The original Tax Clearance Certificate must be submitted in the original format with the tender, that is before the closing time and date of the tender.

Each party to a Consortium/Joint Venture/Sub-contractors must complete a separate Tax Clearance Certificate.

Failure to submit an original and valid Tax Clearance Certificate, will invalidate the tender.

SIGNED ON BEHALF OF TENDERER: .................................................................
MOSSEL BAY MUNICIPALITY

TENDER NO. 35/2009

RECONSTRUCTION OF CEKISO AND FAKU STREET, KWANONQABA, MOSSEL BAY

SCHEDULE 9 : CONFIRMATION OF ENTERPRISE REGISTRATION WITH CIDB

I/We understand that only tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a 3CE or higher class of construction work, are eligible to submit tenders.

I/We understand that Joint ventures are eligible to submit tenders provided that:

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation in the 3CE class of construction work; and
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 3CE class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.

I/We understand that the Employer may only enter into a formal contract with a tenderer who is registered with the Construction Industry Development Board (CIDB) as a CIDB Designation 3CE (Civil Engineering Works) Contractor and has been issued with such a CIDB Contractor registration grading designation.

Construction Industry Development Board (CIDB) Contractor Registration

I/We wish to confirm the following:

(Tick the relevant box)

☐ Yes  I/We are registered with the CIDB as a 3CE (Civil Engineering Works) Contractor:

Registration No. : ………………………………………………………………………………………………………

Written documentary proof of this registration is appended.

☐ No  I/We are not registered, but have made application for registration.

Date of application : ………………………………………………………………………………………………

Documentary evidence/proof of application for registration is appended.

(This will not be accepted as proof of registration)

I/We understand that:

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

Should this tender be considered for award of the Contract, based on proof of submission of application for registration in the appropriate category with the CIDB, and should proof of such subsequent registration not be forthcoming to the Employer within 5 working days after the closing date for tenders, then this tender will no longer be considered for the award of the Contract.

SIGNED ON BEHALF OF TENDERER: ..........................
MOSSEL BAY MUNICIPALITY

TENDER NO. 35/2009

RECONSTRUCTION OF CEKISO AND FAHU STREET, KWANONQABA, MOSSEL BAY

SCHEDULE 10 : HEALTH AND SAFETY PLAN

Tenderers are to note the requirements of the Occupational Health and Safety (OHS) Act No. 85 of 1993 and the Construction Regulations 2003 issued in terms of Section 43 of the Act. The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the Tenderer shall submit with his tender, appended to this Schedule, a detailed Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations. The Health and Safety Plan shall cover inter-alia the following details:

- The safety management structure including the names of all designated persons such as the construction supervisor and any other competent persons;
- Safety method statements and procedures to be adopted to ensure compliance with the OHS Act.

Aspects to be dealt with shall include but are not limited to:
- Public vehicular and pedestrian traffic accommodation measures;
- Control of the movement of construction vehicles;
- The storage and use of materials;
- The use of tools, vehicles and plant;
- Temporary support structures;
- Dealing with working at height;
- Dealing with working water;
- The use of batch plants;
- Excavation work;
- Demolition work;
- Security, access control and the exclusion of unauthorised persons.
- The provision and use of temporary services;
- Compliance with wayleaves, permissions and permits;
- Safety equipment, devices and clothing to be employed;
- Emergency procedures;
- Provision of welfare facilities;
- Induction and training;
- Provision and maintenance of the health and safety file and other documentation;
- Arrangements for monitoring and control to ensure compliance with the safety plan.

Tenderers are to note that the Contractor is required to ensure that all sub-contractors or others engaged in the performance of the contract also comply with the above requirements.

In terms of Clause 4(4) of the OHSA 1993 Construction Regulations 2003 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHSA 1993 Construction Regulations 2003.

To that effect a person duly authorised by the tenderer must complete and sign the declaration hereafter in detail.

DECLARATION BY TENDERER

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHSA 1993 Construction Regulations 2003.

2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.

3. I hereby confirm that adequate provision has been made in my tendered rates and prices in the bill of quantities to cover the cost of all resources, actions, training and all health and safety measures.
envisaged in the OHSA 1993 Construction Regulations 2003, including the cost of the specific items listed in the tables hereafter.

*(Tables to be completed by tenderer)*

**TABLE 1: COST OF SAFETY PERSONNEL**

<table>
<thead>
<tr>
<th>PERSONNEL</th>
<th>COSTS AS ALLOWED IN TENDER</th>
<th>NOMINATED PERSON/S</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Supervisor</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction Safety Officer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Health and Safety Representatives</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Health and Safety Committee</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TABLE 2: COST OF SAFETY EQUIPMENT**

<table>
<thead>
<tr>
<th>EQUIPMENT</th>
<th>STATE YES or NO</th>
<th>COST ALLOWED FOR IN TENDER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hard hats</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Safety boots</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Add items as per risk assessment:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. I hereby undertake, if my tender is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 5(1) of the Construction Regulations, which plan shall be subject to approval by the Employer.

5. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHSA 1993 Construction Regulations 2003 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.

6. I hereby confirm that, and that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations (Regulation 30) for failure on the Contractor's part to comply with the provisions of the Act and the Regulations.

7. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2003, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.

**CONTRACTOR'S SAFETY PLAN**

*[The Tenderer shall attach to this page (or submit it separately) the Contractor's Health and Safety Plan as required in terms of Regulation 5 of the Occupational Health and Safety Act 1993 Construction Regulations 2003, and referred to above]*

Number of sheets, appended by the tenderer to this Schedule ....................... (If nil, enter NIL).

**SIGNED ON BEHALF OF TENDERER:**                                     
(OF PERSON AUTHORISED TO SIGN ON BEHALF OF THE TENDERER IN REGARDS TO H&S MATTERS)
MOSSEL BAY MUNICIPALITY

TENDER NO. 35/2009

RECONSTRUCTION OF CEKISO AND FAKU STREET, KWANONQABA, MOSSEL BAY

SCHEDULE 11 : SCHEDULE OF SUBCONTRACTORS

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

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

<table>
<thead>
<tr>
<th>SUB-CONTRACTORS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Category / type</td>
</tr>
<tr>
<td>Category / type</td>
</tr>
<tr>
<td>Category / type</td>
</tr>
<tr>
<td>Category / type</td>
</tr>
<tr>
<td>Category / type</td>
</tr>
</tbody>
</table>

SUBTOTAL (Excluding VAT)
<table>
<thead>
<tr>
<th>Category / type</th>
<th>Subcontractor Name / Address / Contact Person / Phone / Fax / Details Of Organisation / Firm Experience</th>
<th>Items of work (pay items) to be undertaken by the Subcontractor</th>
<th>Estimated Cost of Work (Rand)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**SUBTOTAL (Excluding VAT)**

Number of sheets, appended by the tenderer to this Schedule ....................... (If nil, enter NIL).

**SIGNED ON BEHALF OF TENDERER:**  ..............................................................
SCHEDULE 12 : SCHEDULE OF LABOUR CONTENT

Details of the Labour Content (including Subcontractor Labourers) offered by the Tenderer for this Contract shall be entered in the table below. Labour is defined as hourly paid personnel.

<table>
<thead>
<tr>
<th>Category of Labourers Employed</th>
<th>Number of persons employed in each category</th>
<th>Period that Labourers will be employed (Person-days)</th>
<th>Weighting Factor</th>
<th>Total gross remuneration for each category for the full period of employment (Rand) (Excluding VAT)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Permanent Staff</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Skilled</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Semi-skilled</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operators</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Labourers</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total (a)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b) Acquired / Hired</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Skilled</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Semi-skilled</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operators</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Labourers</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total (b)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(c) Subcontractors</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Skilled</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Semi-skilled</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operators</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Labourers</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total (c)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total (a) + (b) + (c)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The above information will be used to evaluate the tenders and will be monitored by the Engineer during the construction phase. This undertaking by the Contractor forms part of the minimum Contract Participation Procurement Targets and penalties for non-conforming will be applied as specified.

**Total amount calculated as percentage of Contract Price (excluding Contingencies, CPA and VAT)........ %**

In terms of the Project Specification and the Conditions of Tender, unskilled workers may only be brought in from outside the local community if such personnel are not available locally.

The Tenderer shall list below the personnel which he intends to utilise on the Works, including key personnel which may have to be brought in from outside if not available locally.
<table>
<thead>
<tr>
<th>CATEGOR OF EMPLOYEE</th>
<th>NUMBER OF PERSONS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>KEY PERSONNEL, PART OF THE CONTRACTOR'S ORGANISATION</td>
</tr>
<tr>
<td></td>
<td>HDI</td>
</tr>
<tr>
<td>Site Agent, Project Managers</td>
<td></td>
</tr>
<tr>
<td>Foremen, Quality Control and Safety Personnel</td>
<td></td>
</tr>
<tr>
<td>Technicians, Surveyors, etc</td>
<td></td>
</tr>
<tr>
<td>Artisans and other Skilled workers</td>
<td></td>
</tr>
<tr>
<td>Plant Operators</td>
<td></td>
</tr>
<tr>
<td>Unskilled Workers</td>
<td></td>
</tr>
<tr>
<td>Others...</td>
<td></td>
</tr>
</tbody>
</table>
## Curriculum Vitae of Key Personnel

### SITE AGENT

<table>
<thead>
<tr>
<th>Name:</th>
<th>Date of birth:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Profession:</th>
<th>Nationality:</th>
</tr>
</thead>
</table>

**Qualifications:**

**Professional Registration Number:**

**Name of Employer (firm):**

<table>
<thead>
<tr>
<th>Current position:</th>
<th>Years with firm:</th>
</tr>
</thead>
</table>

**Employment Record:**

<table>
<thead>
<tr>
<th>Employment Details</th>
<th>Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Experience Record Pertinent to Required service:**

<table>
<thead>
<tr>
<th>Experience Details</th>
<th>Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Certification:**

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

```
Signature of person named in the schedule          Date
```
**FOREMAN**

<table>
<thead>
<tr>
<th>Name:</th>
<th>Date of birth:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Profession:</td>
<td>Nationality:</td>
</tr>
<tr>
<td>Qualifications:</td>
<td></td>
</tr>
<tr>
<td>Professional Registration Number:</td>
<td></td>
</tr>
<tr>
<td>Name of Employer (firm):</td>
<td></td>
</tr>
<tr>
<td>Current position:</td>
<td>Years with firm:</td>
</tr>
</tbody>
</table>

**Employment Record:**

```

```

**Experience Record Pertinent to Required service:**

```

```

**Certification:**

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

```

Signature of person named in the schedule          Date
## QUALITY CONTROL SPECIALIST

<table>
<thead>
<tr>
<th>Name:</th>
<th>Date of birth:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Profession:</td>
<td>Nationality:</td>
</tr>
<tr>
<td>Qualifications:</td>
<td></td>
</tr>
<tr>
<td>Professional Registration Number:</td>
<td></td>
</tr>
<tr>
<td>Name of Employer (firm):</td>
<td></td>
</tr>
<tr>
<td>Current position:</td>
<td>Years with firm:</td>
</tr>
</tbody>
</table>

### Employment Record:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Experience Record Pertinent to Required service:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature of person named in the schedule</td>
<td>Date</td>
</tr>
<tr>
<td>HEALTH AND SAFETY OFFICER</td>
<td></td>
</tr>
<tr>
<td>----------------------------</td>
<td></td>
</tr>
<tr>
<td><strong>Name:</strong></td>
<td><strong>Date of birth:</strong></td>
</tr>
<tr>
<td><strong>Profession:</strong></td>
<td><strong>Nationality:</strong></td>
</tr>
<tr>
<td><strong>Qualifications:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Professional Registration Number:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Name of Employer (firm):</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Current position:</strong></td>
<td><strong>Years with firm:</strong></td>
</tr>
<tr>
<td><strong>Employment Record:</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Experience Record Pertinent to Required service:</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Certification:**

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

<table>
<thead>
<tr>
<th>Signature of person named in the schedule</th>
<th>Date</th>
</tr>
</thead>
</table>

**SIGNED ON BEHALF OF TENDERER:** ..................................................
MOSSEL BAY MUNICIPALITY
TENDER NO. 35/2009
RECONSTRUCTION OF CEKISO AND FAKU STREET, KWANONQABA, MOSSEL BAY

SCHEDULE 13: SCHEDULE OF PROPOSED TRAINING

The proposed training that will temporarily prevent Local and other Labourers from executing productive work and be provided for Emerging Contractors on the Contract shall be entered in the table below.

<table>
<thead>
<tr>
<th>NO. OF LABOURERS</th>
<th>TYPE OF WORK</th>
<th>TRAINING</th>
<th>SKILLS REQUIRED FOR THE TYPE OF WORK</th>
<th>DURATION OF TRAINING (PERSON-DAYS)</th>
<th>ESTIMATED COST</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTAL ESTIMATED COST (Excluding VAT)

B : TRAINING OF EMERGING CONTRACTORS

<table>
<thead>
<tr>
<th>LIST OF COURSES</th>
<th>ACCREDITED INSTITUTIONS THAT WILL PRESENT THE COURSES</th>
<th>DURATION OF EACH COURSE (DAYS)</th>
<th>ESTIMATED COST</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTAL ESTIMATED COST (Excluding VAT)

Number of sheets, appended by the tenderer to this Schedule ....................... (If nil, enter NIL).

SIGNED ON BEHALF OF THE TENDERER: ...........................................
MOSSEL BAY MUNICIPALITY

TENDER NO. 35/2009

RECONSTRUCTION OF CEKISO AND FAKU STREET, KWANONQABA, MOSSEL BAY

SCHEDULE 14: DETAILS OF SITE AGENT’S AND GENERAL FOREMAN’S EXPERIENCE

Tenderers shall set out in the Schedule hereunder details of the Site Agent and General Foreman’s NQF skills qualifications and experience in work of a similar nature to that for which their Tender is submitted.

Failure to complete this Schedule may result in the Tender not being considered.

<table>
<thead>
<tr>
<th>SITE AGENT</th>
<th>NAME: …………………………………………………</th>
<th>NQF LEVEL………………</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONTRACT &amp; CLIENT</td>
<td>NATURE OF WORK</td>
<td>POSITION HELD</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>GENERAL FOREMAN</th>
<th>NAME: …………………………………………………</th>
<th>NQF LEVEL………………</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONTRACT &amp; CLIENT</td>
<td>NATURE OF WORK</td>
<td>POSITION HELD</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Number of sheets, appended by the tenderer to this Schedule ..................... (If nil, enter NIL).

SIGNED ON BEHALF OF THE TENDERER: ………………………………………
SCHEDULE 15: SCHEDULE OF LABOUR-INTENSIVE WORK

Details of the Labour-Intensive Work offered by the Tenderer for this Contract shall be entered in the table below. Labour is defined as hourly / daily paid personnel.

<table>
<thead>
<tr>
<th>Item / Description of Labour-Intensive Work Activity</th>
<th>Production Rate/Person/Day</th>
<th>No. of Labour person-days that will be used</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Payment based on tasks</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b) Payment based on wages</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL LABOUR PERSON DAYS**

<table>
<thead>
<tr>
<th>AVERAGE DAILY RATE (excl. VAT)</th>
<th>R</th>
<th>R</th>
<th>R</th>
</tr>
</thead>
<tbody>
<tr>
<td>ESTIMATED LABOUR COST</td>
<td>A: R</td>
<td>B: R</td>
<td>C: R</td>
</tr>
</tbody>
</table>

The above information will be used to evaluate the tenders and will be monitored by the Engineer during the construction phase. This undertaking by the Contractor forms part of the minimum Contract Participation Procurement Targets and penalties for non-conforming will be applied as specified.

Total Cost of Labour (A+B+C) = R …………………which is ........ % of Contract Price (excl. CPA, VAT)

**SIGNED ON BEHALF OF TENDERER:** .............................................
MOSSEL BAY MUNICIPALITY

TENDER NO. 35/2009

RECONSTRUCTION OF CEKISO AND FAKU STREET, KWANONGABA, MOSSEL BAY

SCHEDULE 16: TENDERER’S FINANCIAL STANDING

In terms of Clause F2.1 of the Tender Data the Employer may make inquiries to obtain a bank rating from the Tenderer’s bank.

To that end the Tenderer must provide with his tender a bank rating, certified by his banker, to the effect that he will be able to successfully complete the contract at the tendered amount within the specified time for completion.

However, should the Tenderer be unable to provide a bank rating with his tender, he shall state the reasons as to why he is unable to do so, and in addition provide the following details of his banker and bank account that he intends to use for project:

Name of account holder: .............................................................................................................................................

Name of Bank: ........................................................ Branch: ..............................................................

Account number: ..................................................... Type of account: .....................................................

Telephone number: ................................................ Facsimile number: .....................................................

Name of contact person (at bank): .............................................................................................................................

Failure to provide either the required bank details or a certified bank rating with his tender, will lead to the conclusion that the Tenderer does not have the necessary financial resources at his disposal to complete the contract successfully within the specified time for completion.

The Employer undertakes to treat the information thus obtained as confidential, strictly for the use of evaluation of the tender submitted by the Tenderer.

SIGNED ON BEHALF OF TENDERER: …………………………………….
MOSSEL BAY MUNICIPALITY
TENDER NO. 35/2009
RECONSTRUCTION OF CEKISO AND FAKU STREET, KWANONQABA, MOSSEL BAY

SCHEDULE FA: ADDENDA / NOTICE(S) ISSUED TO TENDERERS

We confirm that the following communications / Addenda / Notice(s) to Tenderers received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

<table>
<thead>
<tr>
<th>ADDENDUM No</th>
<th>DATE</th>
<th>SUBJECT MATTER OF ADDENDUM / NOTICE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Documentary evidence of Addenda / Notices issued to Tenderers indicating proof of receipt shall accompany this Schedule.

Number of sheets, appended by the tenderer to this Schedule ....................... (If nil, enter NIL).

SIGNED ON BEHALF OF TENDERER: ..........................
MOSSEL BAY MUNICIPALITY

TENDER NO. 35/2009

RECONSTRUCTION OF CEKISO AND FAKU STREET, KWANONQABA, MOSSEL BAY

SCHEDULE FB: ALTERATIONS / AMENDMENTS BY TENDERER

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

The Tenderer’s attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the Employer’s handling of material deviations and qualifications.

(Should the Tenderer desire to make any departures from the provisions of this contract he shall set out his proposals clearly hereunder. The Employer will not consider any amendment, alternative offers or discounts unless forms (a), (b) and (c) have been completed to the satisfaction of the Employer).

If no deviations or modifications are desired, the schedule hereunder is to be marked NIL and signed by the Tenderer.

I / We herewith propose the amendments, alternatives and discounts as set out in the tables below:

(a) AMENDMENTS

<table>
<thead>
<tr>
<th>PAGE, CLAUSE OR ITEM NO</th>
<th>PROPOSED AMENDMENT DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[Notes: (1) Amendments to the General and Special Conditions of Contract are not acceptable; (2) The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his tender.]
(b) ALTERNATIVES

<table>
<thead>
<tr>
<th>PROPOSED ALTERNATIVE</th>
<th>DESCRIPTION OF ALTERNATIVE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[Notes:  
(1) Individual alternative items that do not justify an alternative tender, and an alternative offer for time for completion should be listed here.  
(2) In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc, and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender.  
(3) Alternative tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main tender offer.]

(c) DISCOUNTS

<table>
<thead>
<tr>
<th>ITEM ON WHICH DISCOUNT IS OFFERED</th>
<th>DESCRIPTION OF DISCOUNT OFFERED</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[Note: The Tenderer must give full details of the discounts offered in a covering letter attached to his tender, failing which, the offer will be prejudiced]

No alternative Tender will be considered unless a Tender free of qualifications and strictly on the basis of the Tender Documents is also submitted.

Number of sheets, appended by the tenderer to this Schedule .......................... (If nil, enter NIL).

SIGNED ON BEHALF OF TENDERER: ..........................................................
MOSSEL BAY MUNICIPALITY

TENDER NO. 35/2009

RECONSTRUCTION OF CEKISO AND FAKU STREET, KWANONQABA, MOSSEL BAY

SCHEDULE FC: DECLARATION OF INTEREST MOSSEL BAY MUNICIPALITY

Any legal person or persons having a relationship with persons employed by the State (see definition below), including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to a person or persons having such a kinship with persons employed by the State, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where

- the legal person on whose behalf the bidding document is signed, has a relationship with persons / a person who are/is involved in the evaluation and or adjudication of the bid(s),

or

- where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and person who are involved with the evaluation and or adjudication of the bid.

In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Are you or any person connected with the bidder, employed by the State? YES/NO

2.1.1 If so, please state particulars:

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

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

2.2.1 If so, please state particulars:

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

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

2.3.1 If so, please state particulars:

................................................................................................................................................
................................................................................................................................................
................................................................................................................................................
DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.1 TO 2.3.1 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.................................................................................................................................
Signature

.................................................................................................................................
Date

.................................................................................................................................
Position

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

* DEFINITION

“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;

SIGNED ON BEHALF OF TENDERER: ..........................................................................................
MOSSEL BAY MUNICIPALITY  

TENDER NO. 35/2009  

RECONSTRUCTION OF CEKISO AND FAKU STREET, KWANONQABA, MOSSEL BAY  

SCHEDULE FD: DECLARATION IN TERMS OF THE MUNICIPAL FINANCE MANAGEMENT ACT  

NAME OF ENTERPRISE/TENDERER*: ………………………………………………………………………………………………………………………………

I the undersigned, who warrants that he/she is duly authorised to do so on behalf of the abovementioned enterprise/Tenderer, do hereby declare that, to the best of my knowledge, neither the enterprise nor any of its directors, members or partners have:  

a) failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months;  

b) failed, during the last five years, to perform satisfactorily on a previous contract with the MUNICIPALITY or any other organ of state after written notice was given to that Tenderer that performance was unsatisfactory;  

c) abused the supply chain management system of the MUNICIPALITY or has committed any improper conduct in relation to this system;  

d) been convicted of fraud or corruption during the past five years;  

e) wilfully neglected, or failed to comply with any government, municipal or other public sector contract during the past five years; or  

f) been listed with the Register of Tender Defaulters in terms of section 29 of the Prevention and combating of Corrupt Activities Act (No 12 of 2004) or has been listed on national Treasury’s database as a person or juristic entity prohibited from doing business with the public sector.

I acknowledge that any misrepresentation in respect of this declaration may be regarded as reason to cancel any contract arising out of this Tender.

SIGNED ON BEHALF OF ENTERPRISE/TENDERER: ……………………………………………

DATE: …………………………………

*where the entity Tendering is a joint venture, each party to the joint venture must sign a declaration in terms of the Municipal Finance Management Act and attach it to this schedule.
MOSSEL BAY MUNICIPALITY

TENDER NO. 35/2009

RECONSTRUCTION OF CEKISO AND FAKU STREET, KWANONQABA, MOSSEL BAY

SCHEDULE MBD 8: DECLARATION OF BIDDER’S SUPPLY CHAIN MANAGEMENT PRACTICES

 MOSSSEL BAY MUNICIPALITY

This Municipal Bidding Document must form part of all bids invited.

It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

The bid of any bidder may be rejected if that bidder, or any of its directors have:

abused the municipality’s / municipal entity’s supply chain management system or committed any improper conduct in relation to such system;
been convicted for fraud or corruption during the past five years;
willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
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).

In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

<table>
<thead>
<tr>
<th>Item</th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>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? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.1.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.2</td>
<td>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)? (To access this Register enter the National Treasury’s website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.2.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.3</td>
<td>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?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.3.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item</td>
<td>Question</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>------</td>
<td>----------</td>
<td>-----</td>
<td>----</td>
</tr>
<tr>
<td>4.4</td>
<td>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?</td>
<td>Yes □ No □</td>
<td></td>
</tr>
<tr>
<td></td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.5</td>
<td>Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</td>
<td>Yes □ No □</td>
<td></td>
</tr>
<tr>
<td></td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)……………………………………………………………………………………………………

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

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

................................................................. .................................................................
Signature                                  Date

................................................................. .................................................................
Position                                   Name of Bidder
This form contains general information and serves as a claim form for Historically Disadvantaged Individual (HDI) preference points as well as a summary for preference points claimed for attainment of other specified goals.

NB. BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF EQUITY OWNERSHIP BY HISTORICALLY DISADVANTAGED INDIVIDUALS (HDI’S), AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2001.

1. GENERAL CONDITIONS

The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R500 000; and
- the 90/10 system for requirements with a Rand value above R500 000.

1.2 The estimated value of this bid is estimated to exceed R500 000 and therefore the 90/10 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

   a) Price; and
   b) Specific contract participation goals, as specified in the attached forms.

1.3.1 The points for this bid are allocated as follows:

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>POINTS 90/10</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.3.1.1 PRICE</td>
<td>90</td>
</tr>
<tr>
<td>1.3.1.2 SPECIFIC CONTRACT PARTICIPATION GOALS</td>
<td></td>
</tr>
<tr>
<td>Historically Disadvantaged Individuals</td>
<td></td>
</tr>
<tr>
<td>(i) who had no franchise in national elections before the 1983 and 1993 Constitutions (Maximum 8 points (80/20 system) OR maximum 4 points (90/10 system) (See 2.10 below for HDI definition)</td>
<td>4</td>
</tr>
<tr>
<td>(ii) who is a female</td>
<td>1</td>
</tr>
<tr>
<td>(iii) who has a disability</td>
<td>1</td>
</tr>
<tr>
<td>1.3.1.3 OTHER SPECIFIC GOALS</td>
<td></td>
</tr>
<tr>
<td>Promotion of local enterprise (max 8 points (80/20) OR max 4 points (90/10)</td>
<td>4</td>
</tr>
<tr>
<td>- Mossel Bay-based (max 8 points (80/20) points) OR max 4 points (90/10)</td>
<td></td>
</tr>
<tr>
<td>- Rest of Eden District Municipality Area (max 4 points (80/20) points) OR max 2 points (90/10))</td>
<td></td>
</tr>
<tr>
<td>- Western Cape (max 2 points (80/20) points) OR max 1 point (90/10))</td>
<td></td>
</tr>
<tr>
<td>TOTAL POINTS</td>
<td>100</td>
</tr>
</tbody>
</table>

* Maximum points for price will be awarded for the lowest price, and the points of other bidders be calculated according to the formula in Paragraph 5.

Separate Preference Points Claim Forms (see enclosed) must be completed for the promotion of the specific goals for which points have been claimed above

1.4 Failure on the part of a bidder to fill in and/or to sign this form may be interpreted to mean that preference points are not claimed.
1.5 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. GENERAL DEFINITIONS

2.1 “Acceptable bid” means any bid which, in all respects, complies with the specifications and conditions of bid as set out in the bid document.

2.2 “Bid” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of State for the provision of goods, works or services.

2.3 “Comparative price” means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration.

2.4 “Consortium or joint venture” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.

2.5 “Contract” means the agreement that results from the acceptance of a bid by an organ of State.

2.6 “Specific contract participation goals” means the goals as stipulated in the Preferential Procurement Regulations 2001.

2.6.1 In addition to abovementioned goals, the Regulations (12.1) also make provision for organs of State to give particular consideration to procuring locally manufacture products.

2.7 “Control” means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.

2.8 “Disability” means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.

2.9 “Equity Ownership” means the percentage ownership and control, exercised by individuals within an enterprise.

2.10 “Historically Disadvantaged Individual (HDI)” means a South African citizen

1. who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No. 110 of 1983) of the Constitution of the Republic of South Africa, 1993, (Act No. 200 of 1993) (“the interim Constitution); and/or

2. who is a female; and/or

3. who has a disability;

Provided that a person who obtained South African citizenship on or after the coming into effect of the Interim Constitution, is deemed not to be a HDI;

2.11 “Management” means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.

2.12 “Owned” means having all the customary elements of ownership, including the right of decision making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.

2.13 “Person” includes reference to a juristic person.

2.14 “Rand value” means the total estimated value of a contract in Rand denomination that is calculated at the time of bid invitations and includes all applicable taxes and excise duties.

2.15 “Small, Medium and Micro Enterprises (SMME’s) bears the same meaning assigned to this expression in the National Small Business Act, 1996 (No 102 of 1996).

2.16 “Sub-contracting” means the primary contractor’s assigning or leasing or 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.

2.17 “Trust” means the arrangement through which the property of one person is made over to bequeath to a trustee to administer such property for the benefit of another person.

2.18 “Trustee” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ESTABLISHMENT OF HDI EQUITY OWNERSHIP IN AN ENTERPRISE
3.1 Equity ownership shall be equated to the percentage of an enterprise which is owned by individuals classified as HDI’s, or in the case of a company, the percentage shares that are owned by individuals classified as HDI, who are actively involved in the management and daily business operations of the enterprise and exercise control over the enterprise, commensurate with their degree of ownership.

3.2 Where individuals are not actively involved in the management and daily business operations and do not exercise control over the enterprise commensurate with their degree of ownership, equity ownership may not be claimed.

4. ADJUDICATION USING A POINT SYSTEM

4.1 Although the contract will generally be awarded to the bidder scoring the highest number of points the Municipality reserves the right to award the contract at its sole discretion to any other bidder.

4.2 Preference points shall be calculated after prices have been brought to a comparative basis.

4.3 Points scored will be rounded off to 2 decimal places.

4.4 In the event of equal points scored, the bid will be awarded to the bidder scoring the highest number of points for specified goals.

5. POINTS AWARDED FOR PRICE

5.1 THE 80/20 OR 90/10 PREFERENCE SYSTEMS

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

**80/20**

\[
\text{Price} = 80 \left(1 - \frac{(P_t - P_{min})}{P_{min}}\right)
\]

**OR**

\[
\text{Price} = 90 \left(1 - \frac{(P_t - P_{min})}{P_{min}}\right)
\]

Where

- \(P_s\) = Points scored for price of bid under consideration
- \(P_t\) = Rand value of bid under consideration
- \(P_{min}\) = Rand value of lowest acceptable bid

6. POINTS AWARDED FOR HISTORICALLY DISADVANTAGE INDIVIDUALS (HDI’s)

6.1 In terms of Regulation 13(2) preference points for HDI’s are calculated on their percentage shareholding in a business, provided that they are actively involved in and exercise control over the enterprise. The following formula is prescribed in Regulation 13(5)(x):

\[
\text{NEP} = \text{NOP} \left(\frac{\text{EP}}{100}\right)
\]

Where

- \(\text{NEP}\) = Points awarded for equity ownership by an HDI
- \(\text{NOP}\) = The maximum number of points awarded for equity ownership by an HDI in that specific category
- \(\text{EP}\) = The percentage of equity ownership by an HDI within the enterprise or business, determined in accordance with the definition of HDI’s.

6.2 Equity claims for a trust will only be allowed in respect of those persons who are both trustees and beneficiaries and who are actively involved in the management of the trust.

6.3 Documentation to substantiate the validity of the credentials of the trustees contemplated above must be submitted.

6.4 Listed companies and tertiary institutions do not qualify for HDI preference points.

6.5 A consortium or joint venture may, based on the percentage of the contract value managed or executed by their HDI-members, be entitled to preference points in respect of an HDI.

6.6 A person awarded a contract as a result of preference for contracting with, or providing equity ownership to an HDI, may not subcontract more than 25% of the value of the contract to a person who is not an HDI or does not qualify for the same number or more preference for equity ownership.

7. BID DECLARATION:

7.1 Bidders who claim points in respect of equity ownership must complete the Bid Declaration at the end of this form.
8. EQUITY OWNERSHIP CLAIMED IN TERMS OF PARAGRAPH 2.10 ABOVE. POINTS TO BE CALCULATED FROM INFORMATION FURNISHED IN PARAGRAPH 9.8

<table>
<thead>
<tr>
<th>OWNERSHIP</th>
<th>PERCENTAGE OWNED</th>
<th>POINTS CLAIMED</th>
</tr>
</thead>
<tbody>
<tr>
<td>8.1 Equity ownership by HDI's</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.2 Equity ownership by women</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.3 Equity ownership by disabled persons*</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(* If points are claimed for disabled persons, indicate nature of impairment (see paragraph 2.8 above)

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

9. DECLARATION WITH REGARD TO EQUITY:

9.1 Name of firm: .................................................................

9.2 VAT registration number: .................................................................

9.3 Company registration number .................................................................

9.4 TYPE OF FIRM

Partnership
One person business/sole trader
Close Corporation
Company
(Pty) Limited

(Mark where applicable)

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

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

9.6 COMPANY CLASSIFICATION

Manufacturer
Supplier
Professional service provider
Other service providers, eg. transporter, etc.

(Mark where applicable)

9.7 TOTAL NUMBER OF YEARS THE FIRM HAS BEEN IN BUSINESS? ...... years
9.8 SHAREHOLDERS
List all Shareholders by name, position, identity number citizenship, HDI status and ownership, as relevant. Information to be used to calculate the points claimed in paragraph 8 (attach on separate sheet space is insufficient).

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>ID No</th>
<th>Date RSA Citizenship obtained</th>
<th>HDI Status#</th>
<th>% Ownership</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1</td>
<td>2</td>
</tr>
</tbody>
</table>

# Indicate YES or NO.
1 = No franchise prior to 1983 /1994 Constitutions; 2 = Women; 3 = Disabled.

9.9 CONSORTIUM / JOINT VENTURE
9.9.1 In the event that preference points are claimed for HDI members by consortia / joint ventures, the following information must be furnished in order to be entitled to the points claimed in respect of the HDI member:

<table>
<thead>
<tr>
<th>Name of HDI member (to be consistent with paragraph 9.8)</th>
<th>Percentage (%) of the contract value managed or executed by the HDI member</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

9.10 I/We, the undersigned, who warrant(s) that he/she/she is/are duly authorised to do so on behalf of the firm certify that points claimed, based on the equity ownership, indicated in paragraph 8 of the foregoing certificate, qualifies the firm for the preference(s) shown and I/we acknowledge that:

(i) The information furnished is true and correct.
(ii) The Equity ownership claimed is 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 paragraph 8, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.

(vii) If the claims are found to be incorrect, the purchaser may, in addition to any other remedy it may have:

(a) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct, and

(b) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation.

SIGNATURE OF BIDDER: ......................................................    DATE: ......................................

ADDRESS: ....................................................................................................................................

WITNESSES

1 ....................................................                2……………………………………………
MEDICAL CERTIFICATE FOR THE CONFIRMATION OF PERMANENT DISABLED STATUS

(To be completed in conjunction with MBD 6.1 if disability status is claimed)

I, __________________________________________ (surname and name), Identity number, _______________________________ do hereby declare that

I am a registered medical practitioner, with my practice number being ________________.

practising at ____________________________________________ (physical address)

declare that I have examined Mr/Ms ____________________________________________

identity number _______________________________ and have found said person to be permanently disabled or having a recurring disability.

“Disability means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being”. – as per Preferential Procurement Policy Framework Act, No 5 of 2000.

The nature of this disability is as follows"

__________________________________________

__________________________________________

__________________________________________

Thus signed at ______________________ on this ______ day of ____________ 20___

____________________  ______________________
Signature                        Date

OFFICIAL STAMP OF MEDICAL PRACTITIONER
## Part C1: Agreement and Contract Data

<table>
<thead>
<tr>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>C1.1 Form of Offer and Acceptance (Agreement)</td>
</tr>
<tr>
<td>C1.2 Contract Data</td>
</tr>
<tr>
<td>C1.3 Form of Guarantee</td>
</tr>
<tr>
<td>C1.4 Occupational Health and Safety Agreement</td>
</tr>
<tr>
<td>C1.5 Pro-forma Transfer of Rights</td>
</tr>
<tr>
<td>C1.6 Pro-Forma OHS ACT notification form</td>
</tr>
</tbody>
</table>
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 for the procurement of:

TENDER No. 35/2009 RECONSTRUCTION OF CEKISO AND FAKU STREET, KWANONQABA, MOSSEL BAY

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer -after negotiations with the employer- has accepted the conditions of tender.

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

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

(THIS OFFER REPRESENTS THE TOTAL INCL. OF VAT AFTER NEGOTIATIONS ON THE SUBMITTED BILL OF QUANTITIES WITH THE EMPLOYER. THE REVISED AND AGREED BILL OF QUANTITIES IS ATTACHED HERE)

R.......................... (in figures)
R.......................... Rand (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 tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the Contractor in the conditions of contract identified in the contract data.

Signature(s) ......................................................
Name(s) ......................................................
Capacity ......................................................

for the tenderer

(Name and address of organization) .................................................................

Name and signature of witness ................................................................. Date: .................................
B) Acceptance

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer’s offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer’s offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

   Part C1: Agreements and contract data, (which includes this agreement)
   Part C2: Pricing data
   Part C3: Scope of work.
   Part C4: Site information

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

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

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer’s agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

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

Name(s) ...................................................

Capacity ..................................................

for the Employer

MOSSEL BAY MUNICIPALITY
Main building,
101 Marsh Street
MOSSEL BAY

Name and signature of witness  .......................... Date ..........................

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

..................................................
C) Schedule of Deviations

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

A Tenderer’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 tender 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 tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1 Subject . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .
Details . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .

2 Subject . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .
Details . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .

3 Subject . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .
Details . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .

4 Subject . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .
Details . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .

5 Subject . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .
Details . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .

By the duly familiarized representatives signing this agreement, the Employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

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

Signature(s) ............................................. .............................................
Name(s) ............................................. .............................................
Capacity ............................................. .............................................

(Name and address of organization)

Name and signature of witness ............................................. Date .............................................

For the Employer:

Signature(s) ............................................. .............................................
Name(s) ............................................. .............................................
Capacity ............................................. .............................................

(Name and address of organization)

Name and signature of witness ............................................. Date .............................................
C1.2 Contract Data

CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works (2004), published by the South African Institution of Civil Engineering, is applicable to this Contract. Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (tel 011-805 5947).

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

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

VARIATIONS TO GCC 2004 AND SPECIAL CONDITIONS OF CONTRACT

<table>
<thead>
<tr>
<th>GCC 2004 Clause No.</th>
<th>AMENDMENTS TO GCC 2004 AND SPECIAL CONDITIONS OF CONTRACT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Add the following subclauses:</td>
</tr>
<tr>
<td></td>
<td>1.1.25 “Approved”, “authorized”, “ordered”, “directed”, “accepted” and “rejected” shall mean approved, authorized, ordered, directed, accepted and rejected by the Employer or Engineer</td>
</tr>
<tr>
<td>3.</td>
<td>Add the following sub-clause 3.3</td>
</tr>
<tr>
<td></td>
<td>3.3.1 The originals of all Drawings and Specifications prepared by or on behalf of the Engineer shall remain in his custody and references herein to delivery to the Contractor of Drawings or Specifications shall relate to true copies thereof.</td>
</tr>
<tr>
<td></td>
<td>3.3.2 The Contractor shall be entitled to receive free of charge, to the extent provided in the Contract, copies of each such Drawing and Specification and to receive, at the cost of reproduction, such additional copies as he shall reasonably require.</td>
</tr>
<tr>
<td></td>
<td>3.3.3 One copy of all documents constituting the Contract shall be kept on the Site and be available for perusal by the Engineer or any person authorised by him.</td>
</tr>
<tr>
<td></td>
<td>3.3.4 The Contractor shall, in accordance with the Engineer’s instructions, maintain a register on the Site of all Drawings and revisions thereof in the chronological order in which they are delivered to him.</td>
</tr>
<tr>
<td>4.2</td>
<td>Add: “or where drawings or documents form part of an alternative submitted by the Contractor at tender stage,” after “Contractor” in the second line.</td>
</tr>
<tr>
<td>4.5.2</td>
<td>Replace the term “Safety” with “Occupational Health and Safety”</td>
</tr>
<tr>
<td>5.1</td>
<td>If a Subcontractor’s obligations extend beyond the Defects Liability Period and the Engineer, prior to this date, instructs the Contractor to assign the benefit of such obligations to the Employer, then the Contractor shall do so. Unless otherwise stated in the assignment, the Contractor shall have no liability to the Employer for the work carried out by the Subcontractor after the assignment takes effect.</td>
</tr>
<tr>
<td>11.</td>
<td>Add the following sub-clause 11.3</td>
</tr>
<tr>
<td></td>
<td>11.3.1 The Engineer shall establish the basic reference pegs and benchmarks on the Site and give to the Contractor the particulars thereof in sufficient time to enable the Contractor to meet</td>
</tr>
</tbody>
</table>
his approved programme.

11.3.2 After compliance by the Engineer with the provisions of Sub-Clause 11.3.1, the Contractor shall be responsible for the true and proper setting out of the Works and for the correctness of the position, levels, dimensions and alignment of all parts of the Works and for the provision of all necessary instruments, appliances and labour in connection therewith.

The Contractor shall carefully protect and preserve all benchmarks, sight-rails, pegs and other things used in setting out the Works.

The checking of any setting-out or of any line or level by the Engineer shall not relieve the Contractor of his responsibility for the correctness thereof.

11.3.3 If at any time during the progress of the Works, any error shall appear or arise in the position, levels, dimensions or alignment of any part of the Works, the Contractor, on being required to do so by the Engineer, shall at his own expense rectify such error to the satisfaction of the Engineer, but if such error is based on incorrect data supplied in writing by the Engineer or if there is any delay in providing the particulars required in terms of Sub-Clause 11.3.1, the Contractor shall, in respect of that delay and the Cost of such rectification, be entitled to make a claim in accordance with Clause 48.

12.2 Add the following to sub clause 12.2

“The construction programme shall be in the form of a bar chart or in any other form acceptable to the engineer. The programme shall be drawn to a horizontal time scale, activity orientated showing interdependencies, critical path, clearly related to the items or groups of items reflected in the schedule of quantities and indicating the quantity of work that shall be carried out each month. Only major work need to be shown. The programme shall make allowances for the special non-working days and inclement weather delays described in the scope of work.”

12. Add the following sub clause:

12.6 Should the Contractor fail to comply with his obligations in terms of Clause 12, the Employer shall be entitled to withhold 25% of monies due to the Contractor, until such time as a satisfactory programme has been submitted for approval.

12.3 Add the following sub clause:

12.3.5 a detailed labour forecast of the numbers of each category of Worker which the Contractor intends to employ or utilise in the execution of the Works, together with the descriptions of the particular works on which it is intended that they will be engaged and the periods during which they will be so engaged.

12.4 Add the following to this sub clause:

Any claim for extension of time shall be evaluated against these programmes. Only programmes accepted and approved by the engineer shall be applicable.

33.1 Add the following to this sub clause:

33.1.3 The Contractor hereby indemnifies the Employer and Engineer against any liability in respect of damage to or physical loss of the property of any person or injury or death of any person due to non-compliance with the Occupational Health and Safety Act (Act 85 of 1993) or Regulations issued in respect thereof.”

42 Add the following sub clauses:

42.5 Should the Contractor, when preparing his tender, base his tender on prices for material obtained from particular suppliers, it will be accepted that the Contractor has ascertained that such material will be available on a continuous basis for the execution of the contract.

No extension of time shall be granted if materials cannot be obtained locally, but is available from other sources in the country, and no additional payment shall be made for increased costs due to obtaining material from sources in other parts of the country.”
AMENDMENTS TO GCC 2004 AND SPECIAL CONDITIONS OF CONTRACT

42.6 A delay caused by inclement weather conditions will be regarded as a delay only if, in the opinion of the engineer, all progress on an item or items of work on the critical path of the working programme of the contractor has been brought to a halt. Delays on working days only (based on a five-day working week) will be taken into account for the extension of time, but the contractor shall make provision in his programme of work for an expected delay of “n” working days caused by normal rainy weather, for which he will not receive any extension of time, where “n” equals two (2) days. Extension of time during working days will be granted to the degree to which actual delays, as defined above, exceed the number of “n” workings days as mentioned in the project specifications.

44.1 Add the following to this sub-clause:

The Bill of Quantities shall not be used for ordering purposes and no liability or responsibility shall be attributed to the Engineer in respect of materials ordered or procured by the Contractor on the basis of the Bill of Quantities.”

46.3 Add the following to this sub-clause:

"provided that no further increase be permitted to the price of any "special material" after the time or extended time for completion unless such material forms part of any additional work or variation ordered to be carried out after that time."

46.4 Add “Engineer” after “Employer” in the sixth line.

48. Add the following sub-clause:

Early notification

A Party shall notify the other as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment. The Contractor shall take all reasonable steps to minimise these effects.

The Contractor’s entitlement to extension to the Time for Completion or additional payment shall be limited to the time and payment which would have been due if he had given prompt notice and had taken all reasonable steps.

49.2 Add the following:

"Payment to the Contractor for any material on site will only be authorised after proof of ownership by the Contractor has been lodged with the Engineer in the form of receipted invoices and an affidavit and/or other documents acceptable to the Engineer.

Materials purchased by the Contractor but stored off site will require cession from the suppliers, proof of good title or other special agreement, acceptable to the Engineer from the Contractor before a “Materials on Site” payment will be met."

49.6.1 to 49.6.3 Replace the term “Bank” with “Bank or Insurance Company”

54.4 Replace subclause 54.4 with the following:

54.4 Up to the time of termination of the contract by either party in terms of this clause, or until the Contractor gives notice in terms of this clause to terminate the contract and the Contractor is precluded from exercising his right to terminate the contract because the Employer agrees to bear any resultant additional costs provided for in sub clause (2) hereof, the Contractor: will be entitled to an extension of calendar time for working days lost as may be approved by the Engineer; and will be reimbursed by payment of normal time-related preliminary and general allowances in accordance with the contract; and the cost of delays per working day, where the number of working days will be determined pro rata the effect the delays have on the progress of work as agreed with the Engineer. Payment in full and final settlement will be made at the rate tendered for the payment item specially provided in the schedule of quantities.
AMENDMENTS TO GCC 2004 AND SPECIAL CONDITIONS OF CONTRACT

Where the circumstances described in sub clauses 54.1 and 54.2, are applicable only to a certain portion of the contract, the Engineer will decide after consulting the Contractor, to what extent the contract as a whole is affected and whether or not a claim in terms of this sub clause can be submitted.

No payment will be made in terms of this sub clause after the expiry of the due completion date.”

55.1.8 Replace sub-clause with:

The Contractor or anyone on his behalf or in his employ would pay, offer or offer as payment to any person in the employ of the Employer, or in the employ of the Engineer, a gratuity or reward or commission.
**CONTRACT SPECIFIC DATA**

The following contract specific data are applicable to this contract.

**Part 1: Contract Data completed by the Employer**

<table>
<thead>
<tr>
<th>Clause</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1.1.14</strong></td>
<td>The name of the Employer is <strong>Mossel Bay Municipality</strong>.</td>
</tr>
</tbody>
</table>
| **1.2.2** | The address of the Employer is:  
Telephone: (044) 606 5265  
Facsimile: (044) 695 2460  
E-mail: kcalitz@mosselbaymun.co.za  
Address (physical): 101 Marsh Street  
Mossel Bay  
6500  
Address (postal): P O Box 25  
Mossel Bay  
6500 |
| **1.1.15** | The name of the Engineer is **MOSSELBAY MUNICIPALITY** |
| **1.2.2** | The address of the Engineer is:  
Telephone: (044) 606 5265  
Facsimile: (044) 695 2460  
E-mail: kcalitz@mosselbaymun.co.za  
Address (physical): 101 Marsh Street  
Mossel Bay  
6500  
Address (postal): P O Box 25  
Mossel Bay  
6500 |
| 1.6 and 38 | The special non-working days are statutory public holidays, Saturdays and Sundays |
| **1.6** | The year end break commences on 11 December 2009 and ends on 4 January 2010. |
| **2.3** | The Engineer is required to obtain the approval of the Employer before making a final ruling or decision on any claims for extension of time or for extra payment or for any of the following:  
1. Nominating the Engineer’s Representative in terms of cl 2.4.  
2. Delegation of Engineer’s authority in terms of cl 2.7.  
3. The issuing of a variation order in terms of cl 36.2.  
4. Suspend the progress of the works in terms of cl 39.1.  
5. The giving of a ruling on a contractor’s claim in terms of cl 48.5. |
<p>| <strong>7</strong> | The Liability for the Guarantee shall be for 10% of the Contract Price |
| <strong>10</strong> | The Contractor shall commence executing the Works within 21 days of the Commencement Date |
| <strong>12.2</strong> | The Contractor shall deliver his programme of work within 21 days of the Commencement Date |
| <strong>35.1.1.2.2</strong> | The value of the materials supplied by the Employer to be included in the insurance sum is NIL. |
| <strong>35.1.1.2.3</strong> | The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R50 000 |
| <strong>35.1.3</strong> | The limit of indemnity for liability insurance is R2 000 000 per claim. |
| <strong>35.1.4</strong> | No additional insurance is required. |</p>
<table>
<thead>
<tr>
<th>Clause</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>43.1</td>
<td>The penalty for failing to complete the Works is R2 000 per calendar day.</td>
</tr>
<tr>
<td>46.2</td>
<td>The value of the payment certificates issued shall be fixed and not subject to adjustment in accordance with the Contract Price Adjustment Schedule.</td>
</tr>
<tr>
<td>49.1.5</td>
<td>The percentage advance on materials not yet built into the Permanent Works is 80%</td>
</tr>
<tr>
<td>49.3</td>
<td>The percentage retention on the amounts due to the contractor is 10%</td>
</tr>
<tr>
<td></td>
<td>The limit of retention money is not limited.</td>
</tr>
<tr>
<td>49.6</td>
<td>A retention money guarantee is not permitted.</td>
</tr>
<tr>
<td>53.1</td>
<td>The Defects Liability Period is 12 calendar months</td>
</tr>
<tr>
<td>58.2</td>
<td>Dispute resolution shall be by mediation.</td>
</tr>
<tr>
<td>58.4</td>
<td>Disputes are to be referred for final settlement to arbitration.</td>
</tr>
</tbody>
</table>
Part 2: Contract Data completed by the Contractor

<table>
<thead>
<tr>
<th>Clause</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.8</td>
<td>The name of the Contractor is: .................................................................</td>
</tr>
<tr>
<td>1.2.2</td>
<td>The address of the contractor is: ..............................................................</td>
</tr>
<tr>
<td></td>
<td>Telephone: ..................................................</td>
</tr>
<tr>
<td></td>
<td>Facsimile: ................................................</td>
</tr>
<tr>
<td></td>
<td>E-mail: ..................................................</td>
</tr>
<tr>
<td></td>
<td>Address (physical): ...............................................................................</td>
</tr>
<tr>
<td></td>
<td>............................................................................................................</td>
</tr>
<tr>
<td></td>
<td>............................................................................................................</td>
</tr>
<tr>
<td></td>
<td>Address (postal): ................................................................................</td>
</tr>
<tr>
<td></td>
<td>............................................................................................................</td>
</tr>
<tr>
<td></td>
<td>............................................................................................................</td>
</tr>
</tbody>
</table>

42.1 The works shall be completed within ........................................... weeks.

46.3 The variation in cost of special materials is:

<table>
<thead>
<tr>
<th>Special material</th>
<th>Unit on which variation will be determined</th>
<th>Price for base month ex factory, excluding transport, labour or any other costs.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Containers</td>
<td>Delivered in bulk</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*State unit in appropriate column

SIGNED ON BEHALF OF TENDERER: .........................................................................
C1.3 Form of Guarantee

Contract No 35/2009

WHEREAS

MOSSEL BAY MUNICIPALITY,
(hereinafter referred to as the Employer”) entered into, a Contract with:

(hereinafter called “the Contactor”) on the ........ day of ......................... 20.........,for ...........

.................................................. at .................

...........,(location)

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

AND WHEREAS .............................................. has / have at the request of the Contractor, agreed to give such guarantee;

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

1. The Employer shall, without reference and / or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the completion date of the works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the completion date which the Employer may make, give, concede or agree to under the said Contract.

2. This guarantee shall be limited to the payment of a sum of money.

3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.

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

5. Our total liability hereunder shall not exceed the Guaranteed Sum of ..........................................

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

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

7. We hereby choose our address for the serving of all notices for all purposes arising here from as
IN WITNESS WHEREOF this guarantee has been executed by us at ______________________ on this ______________________ day of ______________________ 20 __________.

Signature ______________________________________
Duly authorized to sign on behalf of ________________________________
Address ______________________________________________________

As witnesses:

1 ________________________________

2 ________________________________

Guarantor’s seal or stamp
C1.4 Occupational Health and Safety Agreement

AGREEMENT MADE AND ENTERED INTO BETWEEN THE MOSSEL BAY MUNICIPALITY (HEREINAFTER CALLED THE "EMPLOYER") AND

……………………….................……………………………………..........… ………………………. ,
(Contractor/Mandatory/Company/CC Name)

IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, ACT No. 85 OF 1993 AS AMENDED.

I, ………………………………………………………………………………………………………. , representing
……………………….................……………………………………..........… ………………………. , as an employer in
its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed,
and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational
Health and Safety Act (OHSA) and the Regulations promulgated thereunder.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration
and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured
with an approved licensed compensation insurer.

COID ACT Registration Number:

OR Compensation Insurer: ………………………………………. Policy No.: ……………………………………….

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of
OHSA and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSA and
Regulations as well as the Council’s Special Conditions of Contract, Way Leave, Lock-Out and Work Permit
Procedures are adhered to as far as reasonably practicable.

I further undertake to ensure that any subcontractors employed by me will enter into an occupational health and
safety agreement separately, and that such subcontractors comply with the conditions set.

I hereby declare that I have read and understand the appended Occupational Health and Safety Conditions and
undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan.

Signed at ……………………………..on the……………………………..day of…………………………..20….

Witness                                              Mandatory

Signed at ……………………………..on the……………………………..day of…………………………..20 …

Witness                              for and on behalf of

MOSSEL BAY MUNICIPALITY
OCCUPATIONAL HEALTH AND SAFETY CONDITIONS

1. The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.

2. All work performed on the Employer’s premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 2003.

3. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.

4. The Contractor shall ensure that he familiarizes himself with the requirements of the Occupational Health and Safety Act and that he, his employees, and any sub-contractors, comply with them.

5. Discipline in the interests of occupational health and safety shall be strictly enforced.

6. Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary.

7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.

8. No substandard equipment/machinery/articles or substances shall be used on the site.

9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.

10. The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and/or his employees and/or his sub-contractor/s.

11. No use shall be made of any of the Employer’s machinery / plant / equipment / substance / personal protective equipment or any other article without prior arrangement and written approval.

12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to, or allowed to remain on the site.

13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer.
C1.5 PRO FORMA TRANSFER OF RIGHTS

TRANSFER OF RIGHTS AND INDEMNITY
(To be completed during construction by successful Tenderer only)

Claim for materials on site, Payment Certificate No. ........................ Date: ...........................................................

Contract No: ........................for (contract title) ................................................................................................... …
.................................................................................................................................................................................

I, the undersigned (name of signatory), ................................................ in my capacity as
........................................................................................................................................................................
duly authorized hereto on behalf of the Contractor hereby transfer, cede and assign all the Contractor's rights, title
and interest in and to the materials and goods, for which evidence of bona fide ownership is attached hereto, unto
and in favour of (name of Employer).................................................. Insofar as the Contractor retains actual control
of the materials and goods, the right of ownership thereof passes to the Employer by constitutum possessorium.

I herewith indemnify the Employer against any claim to and in respect of said materials by reason of the
Contractor's sequestration or liquidation or of any defect in the Contractor's title to the materials and agree that no
payment for materials on site will be made by the Employer until such time as I have submitted documentary
proof of bona fide ownership of the said materials and goods.

This transfer shall become effective upon conclusion of the Contractor receiving payment from the Employer or
from any other person on behalf of the Employer for the materials and goods as Materials on Site, payment of
retention money thereon excluded.

I further confirm that I am fully responsible for all materials and goods listed under this Transfer of Rights and that
they have been insured adequately against all risks and will remain insured until they are built into or used in the
permanent works and taken over by the Employer.

This certificate of Transfer of Rights applies only to the materials and goods as listed in the following
table.

<table>
<thead>
<tr>
<th>DESCRIPTION OF ITEM</th>
<th>UNIT</th>
<th>QUANT</th>
<th>RATE</th>
<th>AMOUNT</th>
<th>SUPPLIER</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Signed by: .......................................................... Date: .........................
for and on behalf of the Contractor.

Witnessed by: .......................................................... Date: .........................

[NOTE: This form, together with the documentary proof of ownership or proof of payment by the Contractor to the supplier, shall accompany the Contractor's claim for payment for materials on site in terms of Clause 49.1.5 of the General Conditions of Contract 2004]
C1.16 PRO FORMA OHS ACT NOTIFICATION FORM

IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993, CONSTRUCTION REGULATIONS 2003

[This form must be completed and forwarded, prior to commencement of work on site, by all Contractors that qualify in terms of Regulation 3 of the Construction Regulations 2003, to the office of the Department of Labour]

1. (a) Name and postal address of Contractor: ....................................................................................................

(b) Name of Contractor’s contact person: .............................................................................................................

Telephone number: .............................................................................................................................................

2. Contractor’s compensation registration number: ...................................................................................................

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

(b) Name of client’s contact person or agent: ...........................................................................................................

Telephone number: .............................................................................................................................................

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

(b) Name of designer’s contact person: ..................................................................................................................

Telephone number: .............................................................................................................................................

5. Name of Contractor’s construction supervisor on site appointed in terms of Regulation 6(1): ................................

Telephone number: .............................................................................................................................................

6. Name/s of Contractor’s sub-ordinate supervisors on site appointed in terms of regulation 6(2): ................................

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

8. Nature of the construction work: .....................................................................................................................

9. Expected commencement date: ......................................................................................................................
10. Expected completion date: ...........................................................................................................................................

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

12. Planned number of subcontractors on the construction site accountable to Contractor: ..............................

13. Name(s) of subcontractors already chosen: ........................................................................................................

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

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

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

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

SIGNED BY:

CONTRACTOR: .................................................................................................. DATE:........................................

CLIENT: ........................................................................................................... DATE:........................................
Part C2: Pricing Data

Page

C2.1 Pricing Instructions ................................................. C2.1 – C2.2
C2.2 Bill of Quantities .................................................... C2.3 – C2.19
C2.1 Pricing Instructions

1. Measurement and payment shall be in accordance with the relevant provisions of clause 8 of each of the SABS 1200 Standardised Specifications for Civil Engineering Construction referred to in the Scope of Work. The Preliminary and General items shall be measured in accordance with the provisions of SABS 1200-A, General.

2. The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in these Bills of Quantities are as follows:

- % = percent
- h = hour
- ha = hectare
- kg = kilogram
- kl = kilolitre
- km = kilometre
- km-pass = kilometre-pass
- kPa = kilopascal
- kW = kilowatt
- l = litre
- m = metre
- mm = millimetre
- m² = square metre
- m²-pass = square metre-pass
- m³ = cubic metre
- m³-km = cubic metre-kilometre
- MN = meganewton
- MN.m = meganewton-metre
- MPa = megapascal
- No. = number
- Prov sum = Provisional sum
- PC sum = Prime Cost sum
- R/only = Rate only
- sum = lump sum
- t = ton (1000 kg)
- W/day = Work day

3. For the purpose of these Bills 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 SABS 1200 Standard Specification for Civil Engineering Construction.
- Quantity: The number of units of work for each item.
- Rate: The agreed payment per unit of measurement.
- Amount: The product of the quantity and the agreed rate for an item.
- Lump sum: An amount for an item, the extent of which is described in the Bills of Quantities but the quantity of work of which is not measured in any units.

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

5. It will be assumed that prices included in the bills of quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards). Any costs involved in meeting the obligations and liabilities imposed by the Conditions of Contract and in complying generally with the requirements of the Contract shall be deemed to be apportioned to and included under the various items, and the prices quoted against each item must cover the full inclusive cost of all work to be completed under the item plus such apportionment of the general costs.

6. The prices and rates in the Bill of Quantities are to be fully inclusive prices for the work described under
the several items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, 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.

7. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items.

8. A price or rate is to be entered against each item in the Bill of Quantities. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill of Quantities.

9. The quantities set out in the Bill 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 Bill of Quantities.

10. Compensation will be determined under Clause 37 of the GCC for Construction Works 2004 where no pay item appears in the Bill of Quantities in respect of work required in terms of the Contract and which is not covered in any other pay item.

11. The short descriptions of the items of payment given in the Bill of Quantities are only for the purposes of identifying the items. The work scheduled hereunder is generally more fully described in the Specification or shown on the Drawings, and in pricing his tender the Tenderer is referred to the whole of the Conditions of Contract, Specification, Drawings and Schedule of Quantities, in order to fully comprehend the scope, extent and meaning of each item scheduled.

12. Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the SABS 1200 Standardised Specifications.

13. All Prices shall be quoted in the currency of the Republic of South Africa and shall not be subject to adjustment except in terms of the conditions stated by the Tenderer. In the event of the Tenderer not stating his conditions for price adjustment his prices will be held to be firm and holding throughout the duration of the Contract.
C2.2 Bills of Quantities
MOSSEL BAY MUNICIPALITY

TENDER No. 35/2009

RECONSTRUCTION OF CEKISO AND FAKU STREET, KWANONQABA, MOSSEL BAY

I/We, the undersigned, do hereby declare that these are the properly priced Bill of Quantities forming part of this Contract Document containing Pages in consecutive order upon which my/our Tender for the TENDER No. 35/2009: RECONSTRUCTION OF CEKISO AND FAKU STREET, KWANONQABA, MOSSEL BAY has been based.

My/our total Contract Price for this work is (in words)

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

SIGN ON BEHALF OF TENDERER: .................................................................
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>PAYMENT CLAUSE</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>RATE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>SABS</td>
<td>PSA 8.3</td>
<td>SECTION 1: GENERAL CEKISO STREET, KWANONQABA, MOSSEL BAY</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1200 A</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1</td>
<td>PSA 8.3.1</td>
<td>Fixed preliminary and general charges</td>
<td>sum</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1.1</td>
<td>PSA 8.3.2</td>
<td>Value-related preliminary and general charges</td>
<td>sum</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1.3</td>
<td>PSA 8.3.5</td>
<td>Locate, record, protect and reinstate pegs</td>
<td>sum</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.2</td>
<td>PSA 8.4</td>
<td>Scheduled time-related items:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.2.1</td>
<td>PSA 8.4.1</td>
<td>Time-related preliminary and general charges</td>
<td>sum</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.3</td>
<td>PSA 8.5.1</td>
<td>Sums stated provisionally by the Engineer:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.3.1</td>
<td></td>
<td>a) Work to be executed by the Employer or selected subcontractor</td>
<td>sum</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>b) Overhead, charges and profit on 1.3.1 (a) x10%</td>
<td></td>
<td></td>
<td>x10%</td>
<td></td>
</tr>
<tr>
<td>1.4</td>
<td>PSA 8.6</td>
<td>Prime cost items:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.4.1</td>
<td>PSA 8.6.4</td>
<td>Beacons and benchmarks</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>a) The cost for providing beacons and benchmarks and as-built levels</td>
<td>PC</td>
<td></td>
<td>Sum</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>b) Charges on prime cost</td>
<td>x</td>
<td></td>
<td>10%</td>
<td></td>
</tr>
<tr>
<td>1.5</td>
<td>8.8</td>
<td>Temporary works:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.5.1</td>
<td>PSA 8.8.2</td>
<td>Dealing with traffic</td>
<td>sum</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>CARRIED FORWARD</td>
<td></td>
<td></td>
<td></td>
<td>R</td>
</tr>
<tr>
<td>ITEM NO.</td>
<td>PAYMENT CLAUSE</td>
<td>DESCRIPTION</td>
<td>UNIT</td>
<td>QUANTITY</td>
<td>RATE</td>
<td>AMOUNT</td>
</tr>
<tr>
<td>---------</td>
<td>----------------</td>
<td>-------------</td>
<td>------</td>
<td>----------</td>
<td>------</td>
<td>--------</td>
</tr>
<tr>
<td></td>
<td>BROUGHT FORWARD</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>R</td>
</tr>
<tr>
<td>1.5.2</td>
<td>PSA 8.8.4.1</td>
<td>Location and protection of existing services:</td>
<td></td>
<td></td>
<td></td>
<td>R</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Provision of detecting devices for:</td>
<td></td>
<td></td>
<td></td>
<td>R</td>
</tr>
<tr>
<td></td>
<td></td>
<td>a) Water and Sewer pipes</td>
<td>sum</td>
<td></td>
<td></td>
<td>R</td>
</tr>
<tr>
<td></td>
<td></td>
<td>b) Electrical cables</td>
<td>sum</td>
<td></td>
<td></td>
<td>R</td>
</tr>
<tr>
<td></td>
<td></td>
<td>c) Telkom cables</td>
<td>sum</td>
<td></td>
<td></td>
<td>R</td>
</tr>
<tr>
<td></td>
<td></td>
<td>d) Other</td>
<td>sum</td>
<td></td>
<td></td>
<td>R</td>
</tr>
<tr>
<td>1.6</td>
<td>PZ 2.8</td>
<td>Provision for Health &amp; Safety compliance</td>
<td></td>
<td></td>
<td></td>
<td>R</td>
</tr>
<tr>
<td>1.6.1</td>
<td></td>
<td>Fixed Charge Item for the preparation of risk</td>
<td></td>
<td></td>
<td></td>
<td>R</td>
</tr>
<tr>
<td></td>
<td></td>
<td>assessments, safe work procedures, the project</td>
<td></td>
<td></td>
<td></td>
<td>R</td>
</tr>
<tr>
<td></td>
<td></td>
<td>H&amp;S File, the H&amp;S plan, the provision of PPE and</td>
<td></td>
<td></td>
<td></td>
<td>R</td>
</tr>
<tr>
<td></td>
<td></td>
<td>protective clothing, and any other H&amp;S matters</td>
<td></td>
<td></td>
<td></td>
<td>R</td>
</tr>
<tr>
<td></td>
<td></td>
<td>that the contractor deems necessary</td>
<td>sum</td>
<td></td>
<td></td>
<td>R</td>
</tr>
<tr>
<td>1.6.2</td>
<td></td>
<td>Fixed Charge Item for completing and checking</td>
<td></td>
<td></td>
<td></td>
<td>R</td>
</tr>
<tr>
<td></td>
<td></td>
<td>the Project H&amp;S File and handing over to the</td>
<td></td>
<td></td>
<td></td>
<td>R</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Client on completion of the works.</td>
<td>sum</td>
<td></td>
<td></td>
<td>R</td>
</tr>
<tr>
<td>1.6.3</td>
<td></td>
<td>Time Related Item for updating and amending the</td>
<td></td>
<td></td>
<td></td>
<td>R</td>
</tr>
<tr>
<td></td>
<td></td>
<td>risk assessments, safe work procedures, the</td>
<td></td>
<td></td>
<td></td>
<td>R</td>
</tr>
<tr>
<td></td>
<td></td>
<td>project H&amp;S File, the H&amp;S plan, the provision</td>
<td></td>
<td></td>
<td></td>
<td>R</td>
</tr>
<tr>
<td></td>
<td></td>
<td>of PPE and protective clothing and any other H&amp;S</td>
<td></td>
<td></td>
<td></td>
<td>R</td>
</tr>
<tr>
<td></td>
<td></td>
<td>matters that the contractor deems necessary</td>
<td>sum</td>
<td></td>
<td></td>
<td>R</td>
</tr>
<tr>
<td>1.6.4</td>
<td></td>
<td>Time Related Item for full compliance with all</td>
<td></td>
<td></td>
<td></td>
<td>R</td>
</tr>
<tr>
<td></td>
<td></td>
<td>H&amp;S matters during the construction of the works</td>
<td></td>
<td></td>
<td></td>
<td>R</td>
</tr>
<tr>
<td></td>
<td></td>
<td>under the contract</td>
<td>sum</td>
<td></td>
<td></td>
<td>R</td>
</tr>
</tbody>
</table>

TOTAL OF SECTION 1 CARRIED TO SUMMARY

R
## Part C3: Scope of Work

### SECTION 2: ROADWORKS

#### CekiSo Street, Kwanonqaba, Mossel Bay

**Tender No: 35/2009**

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>PAYMENT CLAUSE</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>RATE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1</td>
<td>SABS 1200 DM</td>
<td><strong>EARTHWORKS (ROADS, SUBGRADE) (1981)</strong> Ripping and excavating of existing road surface to designed levels and spoil to Alhoff dumping site</td>
<td>m³</td>
<td>266</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.2</td>
<td>SABS 1200 ME</td>
<td><strong>SUBBASE (1981)</strong> Construct the sub base with material from commercial sources: Construct the sub base (G4) with material from commercial sources</td>
<td>m²</td>
<td>937</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.3</td>
<td>SABS 1200 MF</td>
<td><strong>BASE (1981)</strong> Construct base with material from commercial sources: Construct base with graded crushed stone (G2) material from commercial sources</td>
<td>m³</td>
<td>81</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**CARRIED FORWARD**

---

**Contract** C3  
**Part C3: Scope of Work**  
**Tender No: 35/2009**  
**Scope of Work**
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>PAYMENT CLAUSE</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>RATE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>BITUMINOUS SURFACE TREATMENT</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.4</td>
<td>SABS 1200 MG</td>
<td>Prime coat:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.4.1</td>
<td>8.4.1</td>
<td>a) MC-30 cutback bitumen</td>
<td>m2</td>
<td>806</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.4.2</td>
<td>8.4.4</td>
<td>Bitumen surface with aggregate and slurry seal using 13mm aggregate, tack coat of 35% cationic spray grade emulsion and second application of 65% cationic spray grade emulsion and one layer of slurry seal</td>
<td>m2</td>
<td>806</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.4.3</td>
<td></td>
<td>Second layer of slurry at end of retention period</td>
<td>m2</td>
<td>806</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.5</td>
<td>SABS 1200 MK</td>
<td>KERBING AND CHANNELLING (1983)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.5.1</td>
<td>PSMK 8.2.1</td>
<td>Precast concrete kerbing:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.5.2</td>
<td>8.2.2</td>
<td>1) Roll-over kerb &amp; channel (Parow type-CK5-CK1), as per detail:</td>
<td>m</td>
<td>119</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTAL FOR SECTION 2 CARRIED TO SUMMARY R
### SECTION 3: STORMWATER

**CEKISO STREET, KWANONQABA, MOSSEL BAY**

#### EARTHWORKS (PIPE TRENCHES) (1989)

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>PAYMENT CLAUSE</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>RATE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1</td>
<td>SABS 1200 DB</td>
<td>Excavate in all materials for trenches, backfill, compact and dispose of surplus material:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>PSDB 8.3.2(a)</td>
<td><strong>By Machine Excavation</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>1) Pipes up to 375 mm dia for depths:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>a) Up to 1,5 m</td>
<td>m</td>
<td>19</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.1.2</td>
<td>PSDB 8.3.2(a)</td>
<td>Excavate in all materials for trenches, backfill, compact and dispose of surplus material:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>By Hand Excavation</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>1) Pipes up to 450 mm dia for depths:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>a) Up to 1,5 m</td>
<td>m</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.2</td>
<td>SABS 1200 LB</td>
<td><strong>BEDDING (PIPES) (1983)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.2.1</td>
<td>PSLB 8.2.1</td>
<td>Provision of bedding from trench excavation:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>a) Selected granular material</td>
<td>m3</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.2.2</td>
<td>PSLB 8.2.2</td>
<td>Supply only of bedding by importation from commercial sources:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>a) Selected granular material</td>
<td>m3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>RATE ONLY</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**CARRIED FORWARD**

---

**Contract**

**Part C3: Scope of Work**

**Tender No: 35/2009**
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>PAYMENT CLAUSE</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>RATE</th>
<th>AMOUNT</th>
<th>R</th>
</tr>
</thead>
<tbody>
<tr>
<td>BROUGHT FORWARD</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.3</td>
<td>SABS 1200 LE</td>
<td>STORMWATER DRAINAGE (1982)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.3.1 8.2.1</td>
<td>Supply and lay OJ type concrete pipes with sealed rubber joints on class C bedding</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.3.2 PSLE 8.2.8</td>
<td>Supply and installation of brick manholes/cathpit for pipes up to 450 mm dia complete as per detail drawings:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>With concrete cover and frame to depths:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a) Over 0 m up to 1.5 m</td>
<td>No</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL FOR SECTION 3 CARRIED TO SUMMARY**
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>PAYMENT CLAUSE</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>RATE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>SABS 1200 A</td>
<td>SECTION 1: GENERAL FAKU STREET, KWANONQABA, MOSSEL BAY</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1 PSA 8.3</td>
<td>Scheduled fixed-charge and value-related items:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1.1 PSA 8.3.1</td>
<td>Fixed preliminary and general charges</td>
<td>sum</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1.2 PSA 8.3.2</td>
<td>Value-related preliminary and general charges</td>
<td>sum</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1.3 PSA 8.3.5</td>
<td>Locate, record, protect and reinstate pegs</td>
<td>sum</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.2 PSA 8.4</td>
<td>Scheduled time-related items:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.2.1 PSA 8.4.1</td>
<td>Time-related preliminary and general charges</td>
<td>sum</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.3 PSA 8.5.1</td>
<td>Sums stated provisionally by the Engineer:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.3.1 a) Work to be executed by the Employer or selected subcontractor</td>
<td>sum</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.3.1 b) Overhead, charges and profit on 1.3.1 (a) x10%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.4 PSA 8.6</td>
<td>Prime cost items:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.4.1 PSA 8.6.4</td>
<td>Beacons and benchmarks</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.4.1 a) The cost for providing beacons and benchmarks and as-built levels</td>
<td>PC Sum</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.4.1 b) Charges on prime cost</td>
<td>x 10%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.5 8.8</td>
<td>Temporary works:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.5.1 PSA 8.8.2</td>
<td>Dealing with traffic</td>
<td>sum</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

CARRIED FORWARD R
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>PAYMENT CLAUSE</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>RATE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>R</td>
</tr>
<tr>
<td><strong>BROUGHT FORWARD</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.5.2</td>
<td>PSA 8.8.4.1</td>
<td>Location and protection of existing services:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Provision of detecting devices for:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>a) Water and Sewer pipes</td>
<td>sum</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>b) Electrical cables</td>
<td>sum</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>c) Telkom cables</td>
<td>sum</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>d) Other</td>
<td>sum</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.6</td>
<td>PZ 2.8</td>
<td>Provision for Health &amp; Safety compliance</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.6.1</td>
<td></td>
<td>Fixed Charge Item for the preparation of risk assessments, safe work procedures, the project H&amp;S File, the H&amp;S plan, the provision of PPE and protective clothing, and any other H&amp;S matters that the contractor deems necessary</td>
<td>sum</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.6.2</td>
<td></td>
<td>Fixed Charge Item for completing and checking the Project H&amp;S File and handing over to the Client on completion of the works.</td>
<td>sum</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.6.3</td>
<td></td>
<td>Time Related Item for updating and amending the risk assessments, safe work procedures, the project H&amp;S File, the H&amp;S plan, the provision of PPE and protective clothing and any other H&amp;S matters that the contractor deems necessary</td>
<td>sum</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.6.4</td>
<td></td>
<td>Time Related Item for full compliance with all H&amp;S matters during the construction of the works under the contract</td>
<td>sum</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL OF SECTION 1 CARRIED TO SUMMARY</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>R</td>
</tr>
</tbody>
</table>
### Contract

**Part C3: Scope of Work**

**Tender No: 35/2009**

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>PAYMENT CLAUSE</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>RATE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1</td>
<td>SABS 1200 DM PSDM 8.3.7.1</td>
<td>SECTION 2: ROADWORKS FAKU STREET, KwanonqaBa, MosSEL Bay EARTHWORKS (ROADs, SUBGRADE) (1981)</td>
<td>R</td>
<td>772</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.1.1</td>
<td>PSDM 8.3.3</td>
<td>Ripping and excavating of existing road surface to designed levels and spoil to Alhoff dumping site</td>
<td>m³</td>
<td>772</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.1.2</td>
<td>PSDM 8.3.3</td>
<td>Treatment of road-bed: Road-bed preparation and compaction of material to: a) Minimum of 93% of modified AASHTO maximum density</td>
<td>m²</td>
<td>2336</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.2</td>
<td>SABS 1200 ME</td>
<td>SUBBASE (1981)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.2.1</td>
<td>PSME 8.3.3</td>
<td>Construct the sub base with material from commercial sources: Construct the sub base (G4) with material from commercial sources a) Roads (150 mm thick)</td>
<td>m³</td>
<td>350</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>b) Sidewalks (100 mm thick)</td>
<td>m³</td>
<td>73</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.2.2</td>
<td></td>
<td>Trimming of Verges: Clear area of all rubble and rake level</td>
<td>m²</td>
<td>1477</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.3</td>
<td>SABS 1200 MF</td>
<td>BASE (1981)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.3.1</td>
<td>PSMF 8.3.3</td>
<td>Construct base with material from commercial sources: Construct base with graded crushed stone (G2) material from commercial sources a) Roads (100 mm thick)</td>
<td>m³</td>
<td>209</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

CARRIED FORWARD R
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>PAYMENT CLAUSE</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>RATE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brought Forward</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>R</td>
</tr>
<tr>
<td>2.4</td>
<td>SABS 1200 MG</td>
<td>BITUMINOUS SURFACE TREATMENT</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.4.1</td>
<td>8.4.1</td>
<td>Prime coat:</td>
<td>m2</td>
<td>2087</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>a) MC-30 cutback bitumen</td>
<td>m2</td>
<td>2087</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.4.2</td>
<td>8.4.4</td>
<td>Bitumen surface with aggregate and slurry seal using 13mm aggregate, tack coat of 35% cationic spray grade emulsion and second application of 65% cationic spray grade emulsion and one layer of slurry seal</td>
<td>m2</td>
<td>2087</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.4.3</td>
<td></td>
<td>Second layer of slurry at end of retention period</td>
<td>m2</td>
<td>2087</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.5</td>
<td>SABS 1200 MK</td>
<td>KERBING AND CHANNELLING (1983)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.5.1</td>
<td>PSMK 8.2.1</td>
<td>Precast concrete kerbing:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>1) Edging (Fig12) as per detail:</td>
<td>m</td>
<td>380</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.5.2</td>
<td>8.2.2</td>
<td>Precast concrete kerbing and channelling combined:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>1) Roll-over kerb &amp; channel (Parow type-CK5-CK1), as per detail:</td>
<td>m</td>
<td>350</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>2) V-channel Type C1 (Fig.14) + C1 (Fig.14) as per detail</td>
<td>m</td>
<td>46</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total for Section 2 Carried to Summary**

R
### Part C3: Scope of Work

#### Tender No: 35/2009

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>PAYMENT CLAUSE</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>RATE</th>
<th>AMOUNT R</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1</td>
<td>SABS 1200 DB</td>
<td><strong>SECTION 3: STORMWATER FAKU STREET, KWANONQABA, MOSSEL BAY</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.1.1</td>
<td>PSDB 8.3.2(a)</td>
<td>EARTHWORKS (PIPE TRENCHES) (1989)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Excavate in all materials for trenches, backfill, compact and dispose of surplus material:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>By Machine Excavation</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>1) Pipes up to 450 mm dia for depths:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>a) Up to 1.5 m</td>
<td>m</td>
<td>229</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.1.2</td>
<td>PSDB 8.3.2(a)</td>
<td>Excavate in all materials for trenches, backfill, compact and dispose of surplus material:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>By Hand Excavation</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>1) Pipes up to 450 mm dia for depths:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>a) Up to 1.5 m</td>
<td>m</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.2</td>
<td>SABS 1200 LB</td>
<td><strong>BEDDING (PIPES) (1983)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.2.1</td>
<td>PSLB 8.2.1</td>
<td>Provision of bedding from trench excavation:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>a) Selected granular material</td>
<td>m3</td>
<td>35</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.2.2</td>
<td>PSLB 8.2.2</td>
<td>Supply only of bedding by importation from commercial sources:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>a) Selected granular material</td>
<td>m3</td>
<td></td>
<td></td>
<td>RATE ONLY</td>
</tr>
</tbody>
</table>

**CARRIED FORWARD**

**RATE ONLY**

---

**Contract**

**Part C3: Scope of Work**

**Tender No: 35/2009**
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>PAYMENT CLAUSE</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>RATE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>BROUGHT FORWARD</td>
<td>R</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.3</td>
<td>SABS 1200 LE</td>
<td>STORMWATER DRAINAGE (1982)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.3.1</td>
<td>8.2.1</td>
<td>Supply and lay OJ type concrete pipes with sealed rubber joints on class C bedding</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>1) OJ class 75 D pipes:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>b) 450 mm dia</td>
<td>m</td>
<td>229</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.3.2</td>
<td>PSLE 8.2.8</td>
<td>Supply and installation of brick manholes/cathpit for pipes up to 450 mm dia complete as per detail drawings:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>With concrete cover and frame to depths:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>a) Over 0 m up to 1,5 m</td>
<td>No</td>
<td>7</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>TOTAL FOR SECTION 3 CARRIED TO SUMMARY</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>R</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
EMPLOYER: MOSSEL BAY MUNICIPALITY

TENDER No. T35/2009

PROJECT TITLE: REHABILITATION OF CEKISO STREET, KWANONQABA, MOSSEL BAY

SUMMARY OF BILL OF QUANTITIES

<table>
<thead>
<tr>
<th>SECTION</th>
<th>DESCRIPTION</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>PRELIMINARY AND GENERAL</td>
<td>R………..</td>
</tr>
<tr>
<td>2</td>
<td>ROADS</td>
<td>R………..</td>
</tr>
<tr>
<td>3</td>
<td>STORMWATER</td>
<td>R………..</td>
</tr>
</tbody>
</table>

1. TOTAL OF SCHEDULE OF QUANTITIES R………..

2. CONTINGENCIES (Allow 10% of Total of Schedule of Quantities) R………..

The sum provided here is under the sole control of the Engineer and may be deducted in whole or in part.

3. SUBTOTAL A (1 + 2) R………..

4. PROVISION FOR VAT ON ITEMS 1 & 2 ABOVE R………..

Allow 14% Value Added Tax

A. TOTAL TENDER SUM OF CEKISO STREET (including VAT) (3 + 4) R………..
PROJECT TITLE: REHABILITATION OF FAKU STREET, KWANONQABA, MOSSEL BAY

SUMMARY OF BILL OF QUANTITIES

<table>
<thead>
<tr>
<th>SECTION</th>
<th>DESCRIPTION</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>PRELIMINARY AND GENERAL</td>
<td>R......................</td>
</tr>
<tr>
<td>2</td>
<td>ROADS</td>
<td>R......................</td>
</tr>
<tr>
<td>3</td>
<td>STORMWATER</td>
<td>R......................</td>
</tr>
</tbody>
</table>

1. TOTAL OF SCHEDULE OF QUANTITIES
   R......................

2. CONTINGENCIES (Allow 10% of Total of Schedule of Quantities)
   The sum provided here is under the sole control of the Engineer and may be deducted in whole or in part.
   R......................

3. SUBTOTAL A (1 + 2)
   R......................

4. PROVISION FOR VAT ON ITEMS 1 & 2 ABOVE
   Allow 14% Value Added Tax
   R......................

B. TOTAL TENDER SUM OF FAKU STREET (including VAT) (3 + 4)
   R......................

TOTAL TENDER PRICE (A + B)
R .........................
Part C3: Scope of Work

<table>
<thead>
<tr>
<th>Section</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>C3.1 Description of the Works</td>
<td>C3.1 - C3.3</td>
</tr>
<tr>
<td>C3.2 Engineering</td>
<td>C3.4 – C3.5</td>
</tr>
<tr>
<td>C3.3 Procurement</td>
<td>C3.6 – C3.7</td>
</tr>
<tr>
<td>C3.4 Construction</td>
<td>C3.8 – C3.12</td>
</tr>
<tr>
<td>C3.5 Management</td>
<td>C3.13 – C3.88</td>
</tr>
</tbody>
</table>
MOSSEL BAY MUNICIPALITY

TENDER No. 35/2009

RECONSTRUCTION OF CEKISO AND FAKU STREET, KWANONQABA, MOSSEL BAY

C3.1 Description of the Works

<table>
<thead>
<tr>
<th>CONTENTS</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 EMPLOYER’S OBJECTIVES</td>
<td>C3.1</td>
</tr>
<tr>
<td>2 OVERVIEW OF THE WORKS</td>
<td>C3.1</td>
</tr>
<tr>
<td>3 EXTENT OF THE WORKS</td>
<td>C3.2</td>
</tr>
</tbody>
</table>

1. EMPLOYER’S OBJECTIVES
   The Employer’s objectives, being the Mossel Bay Municipality, are to improve existing public services infrastructure by reconstruction in phases due to the availability of funds. One phase is the reconstruction of Cekiso and Faku Street, Kwanonqaba, Mossel Bay.

2. OVERVIEW OF THE WORKS
   The proposed works comprises the reconstruction of Cekiso and Faku Street in Kwanonqaba, Mossel Bay.

2.1 Location of the works
   Cekiso Street is located southwest of Kwanonqaba, between Mabolo Street and Mawawa Street and Faku Street is located between Cekiso Street and Mabolo Street. See Figure below for the location of Cekiso and Faku Street.
3. EXTENT OF THE WORKS

This entails the reconstruction of Cekiso Street from Mabolo Street southwards towards Mawawa Street and Faku Street from Cekiso Street to Mabolo Street. The works will include the removal of the existing layers, construction of a sub base layer, base layer and surfacing of the road with a bituminous surface treatment.

The work to be carried out under this contract consists mainly of the following:

1. Cekiso Street between Mabolo Street and Mawawa Street reconstruction of this section to an surfaced width of 5,5m and approximately 141.5m in length. The proposed works include;
   • Ripping and spoil of existing gravel layer(250mm)
   • Construct road-bed surface according to revised levels
   • Construct stormwater pipe
   • Import and construct subbase(G5)
   • Placing of kerbs and concrete edging
   • Import and construct base (G2)
   • Final surfacing consisting of prime,13mm chip and spray and two layers of slurry
   • Import and construct sidewalks(G5)
   • Trimming of verges

2. Faku Street between Cekiso Street and Mabolo Street reconstruction of this section to an surfaced width of 5,5m and approximately 382m in length. The proposed works include;
   • Ripping and spoil of existing gravel layer(250mm)
   • Construct road-bed surface according to revised levels
   • Construct stormwater pipe
   • Import and construct subbase(G5)
   • Placing of kerbs and concrete edging
   • Import and construct base (G2)
   • Final surfacing consisting of prime,13mm chip and spray and two layers of slurry
   • Import and construct sidewalks(G5)
   • Trimming of verges
C3.2 Engineering

1. Design services and activity matrix

Works designed by, per design stage:

- Concept, feasibility and overall process: Employer
- Basic engineering and detail layouts to tender stage: Employer
- Final design to approved for construction stage: Employer
- Temporary works: Contractor
- Preparation of as built drawings: Contractor

2. Applicable Drawings

The following drawings are applicable to this contract and were used for setting up the Bill of Quantities:

<table>
<thead>
<tr>
<th>Layout Drawings</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>RD/CEKISO-FAKU/KWA</td>
<td>General Layout with existing and proposed services</td>
</tr>
<tr>
<td></td>
<td>Typical cross-section of road</td>
</tr>
<tr>
<td></td>
<td>Detail of Stormwater catphit</td>
</tr>
<tr>
<td></td>
<td>Longitudinal section of road and stormwater</td>
</tr>
</tbody>
</table>

The drawings issued to tenders as part of the tender documents must be regarded as provisional and preliminary for the tenderer’s benefit to generally assess the scope of work.

The work shall be carried out in accordance with the latest available revision of the drawings approved for construction.

At commencement of the contract, the Engineer will, in terms of Clause 13 of the General conditions of Contract (2004), issued to the Contractor copies of the construction drawings and any instructions required for the commencement of the works. From time to time thereafter during the progress of the works, the Engineer may issue further drawings or revisions for construction purposes as may be necessary for adequate construction, completion and defects correction of the works.

3. Drawings prepared by the Contractor

Where the Contractor is required to prepare any drawings for the purpose of this contract, they shall be prepared as specified below and in accordance with any further requirements specified by the Engineer.

The Contractor shall submit to the Engineer for his review one paper print of each drawing prepared by him. The standard of detailing and the quality of the print shall be the same as those of the drawings supplied to the Contractor under the contract. The drawings shall be compiled in the official language of the contract.

Accepted drawings shall form an integral part of the contract documents, and any drawing not accepted and signed shall not be permitted on the site of works for construction purposes, neither shall it be used to manufacture any item. Notwithstanding the approval and/or acceptance and signing of the drawings, the Contractor shall take full responsibility for all details, discrepancies, omissions, errors, etc, in respect of the said drawings as well as the consequences thereof.

The Contractor shall submit only fully completed drawings in accordance with this specification and shall not be entitled to claim for delays resulting from the submission of incomplete drawings. The Engineer shall require a period of up to four weeks, depending on circumstances, for reviewing the complete drawing(s).
The Contractor will be supplied with one complete set of drawings for recording “as-built” information. Any information in the possession of the Contractor which is necessary for the Engineer’s Representative to complete his record drawings must be submitted to the Engineer’s Representative before a Certificate of Completion will be issued.

Only figured dimensions shall be used and drawings shall not be scaled unless so instructed by the Engineer. The Engineer will supply any figured dimensions which may have been omitted from the drawings.
C3.3 Procurement

CONTENTS

<table>
<thead>
<tr>
<th>CONTENTS</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. PREFERENTIAL AND TARGETED PROCUREMENT</td>
<td>C3.4</td>
</tr>
<tr>
<td>2. SUBCONTRACT WORK</td>
<td>C3.5</td>
</tr>
</tbody>
</table>

1. PREFERENTIAL AND TARGETED PROCUREMENT

The procurement process is done in accordance with the Preferential Procurement Policy and Supply Chain Management Policy of the Mossel Bay Municipality. Tenderers are to obtain their own copies of these two documents which are available from the Mossel Bay Municipality’s Procurement Officer. The works shall be executed in accordance with the conditions attached to preferences granted in accordance with the preferencing schedule.

1.1 Scope of mandatory subcontract works

None

1.2 Preferred subcontractors / suppliers

None

1.3 Attendance on subcontractor

The Contractor is responsible for work carried out on his behalf by any of its Subcontractor (selected or otherwise). The Engineer will not liaise directly with such subcontractor, and all problems relating to payments, programming, workmanship, etc, shall be resolved between the subcontractor parties.

1.4 Labour workforce

On this Contract, it is the intention that work is provided for Targeted Labour, namely Local Labourers of the local communities during the execution of the Works. Labourers and workers of the local communities required by the Contractor shall be targeted, recruited and appointed for work to enable the Contractor to comply with the minimum Contract Participation Goal for Targeted Labour in terms of SANS 1914-5 requirements set by the Employer for the Contract.

2. SUBCONTRACT WORK

2.1 General

The Contractor may subcontract portions of the Work included in the Contract. Clause 6 of the General Conditions of Contract makes provision for subcontracting. Subcontract work provides suitable work opportunities for smaller businesses and targeted enterprises.

Subcontract work provides jobs and opportunity for all small businesses and can also be used to secure goal credits for targeted enterprises. It is recommended that the SAFCEC-based Subcontract document is used for all subcontracted work on construction contracts. In the interests of all parties, the Contractor shall enter into a written subcontract with each subcontractor in accordance with the abovementioned Subcontract document. The subcontract gives effect to all the provisions of the Contract in respect of the relationship between the Contractor and the subcontractor and the liabilities and responsibilities to be accepted by both parties. Where necessary, the Contractor will have to provide surety, insurance and facilities for the subcontractor.

In terms of this Contract, each subcontractor shall be required to submit a separate valid Tax Clearance Certificate and a completed Enterprise Declaration (Form PF1).
2.2 Subcontracting procedures

The selection and appointment of the subcontractor will be done in conjunction with the Employer and his agents. The Contractor will be required to conclude with the subcontractor a formal written agreement, giving details of inter alia the working arrangements, programme, payment, workmanship, etc. A copy of this agreement must be submitted to the Employer for approval.

2.3 Selected Sub-contractors

Should the Tenderer wish to employ Sub-Contractors for part of the works this is to be clearly indicated and the schedule in this document is to be completed to indicate the full names and addresses of all proposed Sub-Contractors for which approval of the Employer (or the Engineer acting on his behalf) is sought, stating the section of the works that each will be handling.

In terms of Clause 6.3 of the General Conditions of Contract procedure for Selected Subcontractors shall be as outlined below.

Procedure for Selected Sub-contractors

All specialist merchants, tradesmen and others executing any work or supplying any goods for which provisional or prime cost sums are provided in the Bill / Schedule of Quantities and who are selected for this purpose by the Contractor as specified hereafter, shall in the execution of such work be subcontractors of the Contractor and are herein referred to as “Selected Subcontractors”.

Unless another procedure is specified, Selected Subcontractors are chosen and appointed as follows. The Employer and the Contractor shall compile a list of firms or persons acceptable to both and who will be invited to submit tenders for certain work or goods to be supplied by Selected Subcontractors. Before the closing date of such tenders the Contractor shall furnish the Employer with a sealed list in which is indicated the price increase required by the Contractor regarding the handling and appointment of every tenderer as Selected Subcontractor. No price increase requested by the Contractor in such list may be higher than the percentage or amount the Contractor has tendered in the main Contract against the provisional or prime cost item concerned. The list is then opened with the tenders and on the basis thereof the Employer shall indicate which tender he wishes to accept. The Contractor shall accept the tenderer and appoint him as Selected Subcontractor.

The Contractor shall incorporate in the subcontract provisions that:

(a) In respect of the work or the goods that are the subject of the subcontract the Selected Subcontractor undertakes to the Contractor mutatis mutandis the obligations and liabilities as are imposed upon the Contractor to the Employer in terms of the Contract, and holds the Contractor harmless from and indemnifies him against the same and in respect of all claims, demands, lawsuits, damages, costs, charges and expenses whatsoever arising out of or in connection therewith, or arising out of or in connection with any failure to perform such obligations or to fulfil such liabilities, and,

(b) The Selected Subcontractor holds the Contractor harmless and indemnifies him against:

(i) Shortcomings in the subcontract works if and where the works were designed by the Selected Subcontractor;

(ii) defects in the goods if and where the goods were manufactured and/or supplied by the Selected Subcontractor;

(iii) any negligence by the Selected Subcontractor, his agents, workmen and servants;

(iv) any misuse by the Selected Subcontractor of any Constructional Plant, Temporary Works or materials provided by the Contractor for the purposes of the Contract;

(v) any claims as aforesaid.
C3.4 Construction

1. Works specifications

1.1 Applicable SANS / SABS standards

The following SABS 1200 standardised specifications for civil engineering construction are applicable to this contract:

- SABS 1200 A : General (1986)
- SABS 1200 C : Site clearance (1982)
- SABS 1200 D : Earthworks (1988)
- SABS 1200 DK : Gabions and pitching (1996)
- SABS 1200 G : Concrete (structural) (1982)
- SABS 1200 LB : Bedding (pipes) (1983)
- SABS 1200 LC : Cable ducts (1981)
- SABS 1200 LE : Stormwater drainage (1982)
- SABS 1200 ME : Subbase (1981)
- SABS 1200 MF : Base (1981)
- SABS 1200 MG : Bituminous surface treatment (1996)
- SABS 1200 MK : Kerbing and channelling (1983)

Variations and additions to the SABS 1200 standardised specifications are listed at the end of the Scope of Works sections.

1.2 Applicable national and international standards

None

1.3 Particular/generic specifications

None

2. Plant and materials

2.1 Materials, samples and shop drawings

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

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

Where proprietary materials are specified it is to indicate the quality or type of materials or articles required, and where the terms “or other approved”, “or approved equivalent”, or “similar approved” are used in connection with proprietary materials or articles, it is to be understood that the approval shall be at the sole discretion of the Engineer.
3. Construction Equipment

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

3.2 Equipment provided by the employer
No equipment is provided by the Employer.

4. Existing services

4.1 Known services
All known services are indicated on the drawing number RD/CEKISO-FAKU/KWA

The positions of existing services shown on the Drawings are given in good faith and no guarantee can be given that:
(a) these services actually are in the approximate positions indicated.
(b) that these are the only services in the vicinity, and
(c) that the nature and description of these services are correct.

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

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

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

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

4.5 Reinstatement of services and structures damaged during construction
Any alteration to public services shall be carried out by the Authority concerned unless the Contractor is instructed otherwise.

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

5. Site establishment

5.1 Services and facilities provided by the employer
The Contractor’s camp site may be located on any portion of the site which will be unaffected by the works. The Contractor shall co-operate with the Engineer regarding the location of his camp and will only occupy such ground which is necessary to carry out the specified works.

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

5.3 Storage and laboratory facilities
- As specified in SABS 1200 A, as amended.
5.4 Other facilities and services
A security fence around each construction camp required by the Contractor, is the responsibility of the Contractor. The camp shall be maintained in a clean and hygienic state to the satisfaction of the Engineer and Employer.

The Contractor shall at his own cost provide such access to his camp as he may require. Control of access for construction plant onto public roads shall be in accordance with the requirements of the relevant roads authority.

The Contractor shall make his own arrangements for the accommodation of all labour and comply with the requirements of the respective authorities. No accommodation for the Contractor's and/or Sub Contractor's employees will be available on site. No employee, with the exception of security watchmen, may without written approval from the Engineer and the Employer be accommodated on site.

The Contractor shall at all times maintain adequate medical attendance on the site. A person holding a current first aid certificate shall be immediately available on site at all times when work is in progress. Adequate and approved equipment and facilities, including transport shall be provided.

Shelters against rain and storm shall be provided for workmen at all times while work is in progress. All men required to continue working during rain shall be provided with oilskins and rubber knee boots, or other approved protective clothing and footwear.

Facilities for the Employer’s Agent

No separate office for the engineer’s representative is required but the contractor must provide a table, a chair and a plan cupboard in one of his offices for the exclusive use by the engineer’s representative. The engineer’s representative shall also be allowed the free use of the contractor’s facilities. A carport must be provided for the engineer’s representative.

5.5 Vehicles and equipment
The following equipment is required for the Engineer’s staff:

a) The engineer’s staff shall also be allowed the free use of the necessary survey equipment and two survey assistants to enable him to carry out control work as and when required.

5.6 Advertising rights
Advertisements may be displayed only upon approval by the Engineer, and the Contractor shall be responsible for their supply, erection, maintenance and ultimate removal. The Engineer shall have the right to have any sign, notice or advertisement moved to another position or to have it removed from the site of the works, should it in any way prove to be unsatisfactory, inconvenient or dangerous to the general public.

The Contractor shall supply and erect two (2) contract name boards at entry points to the site in a position to be agreed with the Engineer.

The name board shall be manufactured in accordance with the drawings. The contract name board shall be removed on completion of the Defects Liability Period and before the issuing of the Final Approval Certificate.

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

Such notices, signs and barricades shall be provided and erected at the Contractor's own cost.
6. Site usage
Access to properties

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

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

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

Note: No payment items have been scheduled separately for any work required to ensure compliance with the above-mentioned. The Contractor must note that the rates and prices tendered shall be deemed to include full compensation for any additional work required to construct the works as specified and to maintain access, and that no extra payment will be made, nor will any claim for payment for these difficulties be considered.

Existing residential areas

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

Electricity and water supply interruptions to existing residential areas shall be kept to a minimum. Whenever it is necessary to interrupt these supplies, the Engineer's approval shall first be obtained. The affected residents shall then be notified in writing at least 24 hours, but not more than 48 hours in advance. Supplies shall be normalized by 16h00 on the same day.

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

7. Permits and way leaves

The Contractor need to obtain and submit to the Engineer way leaves before commencing work in the proximity of any of the following local authorities' services:
   a) Telkom
   b) Eskom

8. Alterations, additions, extensions and modifications to existing works

The Contractor is required to tie into the existing road, stormwater, water and sewer reticulation networks at specific points as indicated on the drawings.

9. Inspection of adjoining properties

The Contractor will be required to inspect adjacent buildings and properties with the owners and representatives of local authorities before commencing with the works that have the potential to damage surrounding buildings and property.
10. Water for construction purposes

Water, electricity, and telephone facilities are available in the vicinity of the site, and the contractor shall, at his own expense, be responsible for all the connections to the available facilities, as well as for the distribution of the water and electricity required for construction and domestic use. The distribution of water and electricity shall be carried out in accordance with the applicable laws and regulations.

The contractor shall make his own arrangements with the appropriate authority to obtain water, electricity, sanitation and communication connections.

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

11. Survey control and setting out of the works

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

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

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

The Contractor will be provided with co-ordinates and levels for setting out purposes. The Contractor shall employ a capable surveyor to set out the Works to the required lines and levels. The Engineer shall be informed immediately should any discrepancy be discovered between the levels, co-ordinates or dimensions obtained by the Contractor and those shown on the drawings.

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

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

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

Survey work shall not be measured and paid for directly and compensation for the work involved in setting out shall be deemed to be covered by the rates tendered and paid for the various items of work included under the contract.
C3.5 MANAGEMENT

1 Management of the works

1.1 Applicable SANS / SABS standards

The following SABS 1200 standardised specifications for civil engineering construction are applicable to this contract:

SABS 1200 A : General (1986)

Variations and additions to the SABS 1200 standardised specifications are listed at the end of the Scope of Works sections.

1.2 Particular /Generic specifications

The following Particular Specifications are applicable to this contract – appended to the end of the Scope of Works section:

PZ: The Employer’s Pre-construction Health and Safety Specification

1.3 Planning and programming

It is essential that the contractor furnish a program within the time stated in the Contract Data. If necessary, the engineer may instruct the contractor to adjust his programme to suit other activities. If a preliminary program has been required in terms of the tender, then it shall be used as a basis for this programme. The programme shall be in the form of a bar chart and shall show the anticipated quantities and value of work to be performed each month.

If, during the progress of the work, the quantities of work performed per month fall below those shown on the programme, or if the sequence of operations is altered, or if the programme is deviated from in any other way, the contractor shall, within one week of being notified by the engineer, submit a revised programme and cash flow projection.

If the programme has to be revised by reason of the contractor falling behind his programme, he shall produce a revised programme showing how he intends to regain lost time in order to ensure completion of the works within the time for completion as defined in the general conditions of contract or any granted extension of time. Any proposal to increase the tempo of work must be accompanied by positive steps to increase production by either providing more resources on site, or using the available resources in a more efficient manner.

Failure on the part of the contractor to submit or to work according to the programme or revised programmes shall be sufficient reason for the engineer to take steps as provided in the general conditions of contract.

The approval by the engineer of any programme shall have no contractual significance other than that the engineer will be satisfied if the work is carried out according to such programme and that the contractor undertakes to carry out the work in accordance with the programme. It shall not limit the right of the engineer to instruct the contractor to vary the programme should circumstances make this necessary.

The Contractor shall allow in his programme the following periods, for which he shall receive no extension of time:

1. A period of two (2) days per calendar month for delays due to inclement or abnormal weather.

1.4 Sequence of the works

No requirements. Due to access requirement for the adjacent properties the contractor may need to employ half-width construction methods. The contractor needs to provide his proposed work sequence with his programme.

1.5 Software application for programming

Programmes submitted electronically must be done on MS Project or similar compatible software.

1.6 Methods and procedures

Refer to the Standardised Specifications, as amended in the variations and additions, and the Particular Specifications, as applicable.
1.7 Quality plans and control
The onus to produce work which conforms in quality and accuracy of detail to the requirements of the specifications and drawings rests with the contractor, and the contractor shall, at his own expense, institute a quality-control system and provide experienced engineers, foremen, surveyors, materials technicians, other technicians and technical staff, together with all transport, instruments and equipment, to ensure adequate supervision and positive control of the works at all times.

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

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

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

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

The contractor shall at his own cost, supply all samples that may be required. Material or work not conforming to the approved samples shall be rejected. The engineer reserves the right to submit samples to any tests to ensure that the material represented by the sample conforms to the requirements of the specifications.

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

1.8 Accommodation of traffic on public roads occupied by the contractor
Refer to the Standardised Specifications, as amended in the variations and additions, and the Particular Specifications, as applicable.

1.9 Other contractors on site
The contractor need to accommodate other contractor on site and need to liaise and agree their programme and coordinate their activities.

1.10 Testing, completion, commissioning and correction of defects
Refer to the Standardised Specifications, as amended in the variations and additions, and the Particular Specifications, as applicable.

1.11 Recording of weather
Base data for calculation of time adjustments due to abnormal rain will be obtained from the rainfall station at the Central Water Treatment Works in Mossel Bay.

1.12 Format of communications
No press statements are allowed without the prior written approval of the Employer.

Contractual communication will flow between the Contractor and Engineer as normally required. Normal routine matters should as far as possible be resolved on site between the Contractor’s Agent and Engineer’s Representative.

All site correspondence, site instructions, requests for inspections, etc. will be recorded in an A4 triplicate book to be provided by the Contractor and to be kept in the site office.

All site correspondence need to be signed by both parties to acknowledge receipt.

1.13 Key personnel
The Contractor need to submit a schedule of key personnel with contact details to be employed on site. The schedule should include as a minimum the Contract Manager, Site Agent, the Chief Executive Officer in terms of the Occupational Health and Safety Act and the Health and Safety Representative on site.
1.14 Management meetings
Regular Site Meetings will be held approximately once a month that would include the Employer and its agents, the Contractor, other local authorities.

Technical Site Meetings will be held as the need arises between the Contractor and the Employer’s Agent(s).

The level of representation at the meetings shall be of such a nature as to permit that decisions be taken.

1.15 Forms for contract administration
Standard forms for the contract administration purposes shall be provided by the Employer’s Agent.

1.16 Electronic payments
Where the contractor opts to be paid electronically, he will have to make the necessary arrangements with the Employer finance department in this regard.

1.17 Daily records
The Contractor will be required to keep and maintain the following daily records:
   1. Resources on site (labour and plant) clearly distinguishing between local labour and own resources.
   2. Site diary stipulating the activities conducted for that day
   3. Weather conditions.

The daily records are to be noted in a separate A4 sized triplicate book to be provided by the Contractor and kept in the site office of the Employer’s Agent.

1.18 Bonds and guarantees
The original guarantee plus one copy is to be submitted to the Employer’s Agent at the address given in the Contract Data. The guarantee will be released upon the issue of the Certificate of Completion of the entire works (both phases).

1.19 Payment certificates
The statement to be submitted by the contractor in terms of the general conditions of contract shall be prepared in accordance with the standard payment certificate prescribed by the engineer and shall consist of at least five sets of A4-sized paper copies.

Acceptable proof of ownership must be provided before any advance payment of materials on site will be included in the payment certificate.

All costs resulting from the preparation and submission of the statements shall be borne by the contractor.

1.20 Proof of compliance with the law
The contractor shall, upon request from the Engineer or Employer, provide proof of compliance with the various laws applicable to this contract.

1.21 Insurance provided by the employer
No insurance is to be provided by the Employer for the duration of the contract.

1.22 Employment of Local Labour
It is the intention that this contract should make the maximum possible use of the local labour force which is at present underemployed. To this end it will be expected of the contractor to limit the use of non-local employees to key personnel only and to employ and train local labour on this contract.

The contractor shall fill in the returnable schedule in this document: SCHEDULE OF KEY PERSONNEL, and state how many non-local key personnel he intends to employ in the various categories. The numbers stated in the above-mentioned data form will be strictly controlled during the contract period and any variation in numbers shall be subject to the approval of the employer. The Engineer may at his discretion, upon receipt of a written and fully motivated application from the contractor and where he deems the circumstances so warrant, authorise in writing that non-local temporary workers, not being his key personnel, be included in the workforce.
1.23 **Community Liaison and Community Relations**
In all dealings with the community and works employed from within the community, the contractor shall take due cognizance of the character, culture and circumstances of the community involved and shall at all time use his best endeavours to avoid the development of disputes and to foster a spirit of cooperation and harmony towards the project.

The contractor shall at all times, keep the engineer fully informed on all matters affecting the contractor and the community, and shall attend all community meetings relating to the project as may be reasonably required by the engineer. All matters concerning the community shall be discussed and where possible, resolved at such meetings.

Where any resolution of a community meeting shall be contrary to the terms and provisions of the Contract, the contractor shall not give effect there-to without a prior written instruction from the Engineer.

2 **Health and safety**

2.1 **Health and safety requirements and procedures**
The following Particular Specification are applicable to Health and Safety aspects on this contract – appended to this document in *Annexure 2*:

PZ: The Employer’s Pre-construction Health and Safety Specification

2.2 **Protection of the public**
The Employer will produce a pamphlet for distribution, informing the adjacent residents of the commencement of construction and that all people should stay away from the construction site.

2.3 **Barricades and lighting**
The Contractor need to erect and maintain the necessary signs, notices and barricades at strategic points on the boundaries to inform people of the dangers of the construction site.

2.4 **Traffic control on roads**
The Contractor need to ensure that disruption of traffic on public roads is kept to essential minimum, that entrances to private properties are accessible at all times, and that all barriers, road signs, etc. are maintained continuously.

2.5 **Measures against disease and epidemics**
The contractor shall act appropriately to prevent the spread of diseases and epidemics amongst its employees, whether they form part of his permanent workforce or local labour.

2.6 **Aids awareness**
The contractor shall communicate awareness regarding the effects of HIV and AIDS amongst its employees, whether they form part of his permanent workforce or local labour.

3 **Environmental Protection**
Refer to the Environmental Management Plan (EMP), appended to this document for the requirements regarding environmental conservation on the site of the works.
C3.30

Annexes

<table>
<thead>
<tr>
<th>No</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Volume 1</strong></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Works Specifications: Variations and additions to the Standardised Specifications</td>
</tr>
<tr>
<td>SABS 1200 A</td>
<td>General (1986)</td>
</tr>
<tr>
<td>SABS 1200 C</td>
<td>Site clearance (1982)</td>
</tr>
<tr>
<td>SABS 1200 D</td>
<td>Earthworks (1988)</td>
</tr>
<tr>
<td>SABS 1200 DB</td>
<td>Earthworks (pipe trenches) (1989)</td>
</tr>
<tr>
<td>SABS 1200 DK</td>
<td>Gabions and pitching (1996)</td>
</tr>
<tr>
<td>SABS 1200 DM</td>
<td>Earthworks (roads, subgrade) (1981)</td>
</tr>
<tr>
<td>SABS 1200 G</td>
<td>Concrete (structural) (1982)</td>
</tr>
<tr>
<td>SABS 1200 LB</td>
<td>Bedding (pipes) (1983)</td>
</tr>
<tr>
<td>SABS 1200 LC</td>
<td>Cable ducts (1981)</td>
</tr>
<tr>
<td>SABS 1200 LE</td>
<td>Stormwater drainage (1982)</td>
</tr>
<tr>
<td>SABS 1200 M</td>
<td>Roads (general) (1996)</td>
</tr>
<tr>
<td>SABS 1200 ME</td>
<td>Subbase (1981)</td>
</tr>
<tr>
<td>SABS 1200 MF</td>
<td>Base (1981)</td>
</tr>
<tr>
<td>SABS 1200 MG</td>
<td>Bituminous surface treatment (1996)</td>
</tr>
<tr>
<td>SABS 1200 MH</td>
<td>Asphalt base and surfacing (1986)</td>
</tr>
<tr>
<td>SABS 1200 MJ</td>
<td>Segmented paving (1984)</td>
</tr>
<tr>
<td>SABS 1200 MK</td>
<td>Kerbing and channelling (1983)</td>
</tr>
<tr>
<td>SABS 1200 MM</td>
<td>Ancillary roadworks (1984)</td>
</tr>
<tr>
<td>2</td>
<td>Particular Specifications</td>
</tr>
<tr>
<td>PZ</td>
<td>The Client’s Pre-construction Health &amp; Safety Specification</td>
</tr>
<tr>
<td><strong>Volume 2</strong></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Drawings</td>
</tr>
<tr>
<td>RD/CEKISO-FAKU/KWA</td>
<td>General Layout with existing and proposed services</td>
</tr>
<tr>
<td></td>
<td>Typical cross-section of road</td>
</tr>
<tr>
<td></td>
<td>Detail of Stormwater cathpit</td>
</tr>
<tr>
<td></td>
<td>Longitudinal section of road and stormwater</td>
</tr>
<tr>
<td>4</td>
<td>Supply Chain Management Policy (Tenderers to obtain own copy)</td>
</tr>
<tr>
<td>5</td>
<td>Preferential Procurement Policy (Tenderers to obtain own copy)</td>
</tr>
</tbody>
</table>
ANNEXURE 1:

WORKS SPECIFICATIONS: VARIATIONS AND ADDITIONS TO THE STANDARDIZED SPECIFICATIONS

The following variations and additions to the SABS 1200 Standardized Specifications referred to in clause PS 31 will be valid for this contract. The prefix "PSA" indicates an amendment to SABS 1200 A, "PSC" to SABS 1200 C, etc. The numbers following these prefixes are the relevant clause numbers in SABS 1200.

PSA GENERAL (1986)

PSA 8.3 SCHEDULED FIXED-CHARGE AND VALUE-RELATED ITEMS

Replace the items with the following:

"PSA 8.3.1 Fixed preliminary and general charges .......................................................... Unit : Sum

PSA 8.3.2 Value-related preliminary and general charges ............................................. Unit : Sum

The sums tendered shall include full compensation for all fixed and value-related preliminary and general charges as described in subclause PSA 8.1.2.2. Payment will be made as described in subclause PSA 8.2.1."

Add the following subclause:

"PSA 8.3.5 Locate, record, protect and reinstate pegs .................................................. Unit : Sum

This item must cover all costs incurred to locate, record and protect pegs during the duration of the contract and reinstate all disturbed pegs on completion of the contract by a Professional Land Surveyor in the manner as prescribed by the Land Survey Act.

Two equal payments will be made, one with the first and the other with the last payment certificate."

PSA 8.4 SCHEDULED TIME-RELATED ITEMS

Replace the items with the following:

"PSA 8.4.1 Time-related preliminary and general charges ............................................ Unit : Sum

The sum tendered shall include full compensation for all time-related preliminary and general charges as described in subclause PSA 8.1.2.2. Payment will be made as described in subclause PSA 8.2.2."

PSA 8.5 SUMS STATED PROVISIONALLY BY THE ENGINEER

Replace the contents with the following:

PSA 8.5.1 (a) Work to be executed by the Employer or selected subcontractor .....................Unit : sum

(b) Overheads, charges and profit on (a) above .............................................................Unit : x 10%

The provisional sum provided in the schedule of quantities for work executed by the Employer or selected subcontractor during the contract period shall be paid in accordance with clause 6 of the General Conditions of Contract.

The percentage tendered will be paid to the contractor on the actual amount paid to the selected subcontractor and shall include full compensation for all costs incurred in fulfilling his contractual role as main contractor.

PSA 8.6 PRIME COST ITEMS
PSA 8.6.4 Beacons and benchmarks

(a) The cost for providing beacons and benchmarks and as-built levels ..................... Unit: PC Sum

(b) Charges on prime cost Unit: x 10%

A prime cost sum has been provided in the schedule of quantities to cover the cost of providing additional beacons and benchmarks and taking as-built levels by an independent surveyor if deemed necessary by the engineer.

The percentage tendered will be paid to the contractor on the actual amount paid to the surveyor to cover the contractor's administrative expenses."

PSA 8.8 TEMPORARY WORKS

PSA 8.8.2 Dealing with traffic ................................................................. Unit : sum

Add the following:

"This amount shall cover all costs in respect of the provision, erection, moving, re-erection and maintenance of all barriers, road signs, lights and flagmen necessary for the protection of the works, for the construction, gravelling and maintenance of detours and entrance roads affected by the work, as well as the breaking up and removal thereof at the contract completion, and for compliance with all necessary traffic rules and regulations, liaising with the road authorities, and all other costs necessary in respect of accommodation of traffic.

Two equal payments will be made, one with the first and the other with the last payment certificate."

Replace item 8.8.4 with the following:

"PSA 8.8.4 Location and protection of existing services

Where particular items are provided in other sections of the schedule the costs of detection, exposure, protection and alterations shall be covered by such particular items. Where no such particular items are provided and where there is reason to expect the presence of such a service or services, the following items will apply:

PSA 8.8.4.1 Provision of detecting devices for:

(a) Water pipes ................................................................. Unit : Sum

(b) Electrical cables ................................................................. Unit : Sum

(c) Telkom ................................................................. Unit : Sum

(d) Other .................................................................. Unit : Sum

The tendered sums shall cover the cost of providing and operating suitable equipment for as long as is necessary in order to locate all existing services likely to be affected by the construction activities. Alternatively an approved specialist firm may be employed to carry out the work. The tendered sum shall also cover the cost of complying with the requirements of all the authorities concerned including interest payable on deposits lodge against possible damage to the services concerned.

Two equal payments will be made, one with the first and the other with the last payment certificate."

PSDM EARTHWORKS (ROADS, SUBGRADE) (1981)

PSDM 8.3.3 (a) Roadbed preparation and compaction of material to:

Add the following:
"The unit of measurement shall be the cubic metre of material recompacted as specified and the volume shall be determined from levelled cross-sections on which are superimposed the levels to which the material is to be recompacted. Where material is imported to make up the required volume such material shall be paid for as cut or borrow to fill as relevant."

Add the following:

"(c) Three-pass roller compaction ........................................................................................................... Unit : m²

The unit of measurement is the square metre of roadbed compacted as specified in subclause 5.2.3.3 (c) on the areas designated by the engineer.

The tendered rate shall include full compensation for shaping the areas, providing the rollers and for compacting the roadbed by means of three roller passes over the full area."

importing the material."

PSDM 8.3.5 Selected layer compacted to 93% of modified AASHTO maximum density

Replace the heading and the contents with the following:

disposing of the material to a site of the contractor's choice. All transport costs will be deemed to be included in the relevant rates. Excavation of unsuitable material underneath the indicated layerworks will form part of this pay item irrespective of the fact that the excavation has been ordered after the required level has been reached or roadbed preparation has been performed."

PSLB BEDDING (PIPES) (1983)

PSLB 8.2.1 Provision of Bedding from Trench Excavation

Replace the paragraph "The rates shall ...." with the following:

"The rates shall cover the cost of acquiring, from within site boundaries, bedding that complies with the relevant requirements of the specification, of delivering it to points alongside the trench spaced to suit the Contractor's methods of working, and of disposing of displaced material outside the site boundaries."

PSLE STORMWATER DRAINAGE (1982)

PSME SUBBASE (1981)

"PSME 8.3.3 Construct the sub base (G5) with material from commercial sources"

........................................Unit : m³

Add the following to the payment description paragraph:

"This item shall also be applicable to the construction of subbase course/ shoulders/gravel wearing course with material from borrow pits selected by the contractor."
PSMF BASE (1981)

"PSMF 8.3.3 Construct base with graded crushed stone (G2) material from commercial sources. Unit: m^3"

PSMG BITUMINOUS SURFACE TREATMENT

PSMG 3.1 PRIME

The prime to be applied to the base surface shall be a cutback bitumen Grade MC 30 complying with the requirements of SABS 308.

PSMG 3.6 AGGREGATES

Aggregate shall be single-sized crushed stone that complies with the requirements as specified.

PSMK KERBING AND CHANNELING (1983)

PSMK 3 MATERIALS

PSMK 3.1 CONCRETE

Add the following:

"The contractor shall timorously submit the concrete mix design for cast-in-situ kerbing to the engineer for approval and no kerbing shall be placed before the mix design has been approved."

PSMK 3.2 PRECAST KERBING AND CHANNELLING

PSMK 3.2.1 General

Add the following:

"The profile/dimensions of precast kerbs and channels must be in accordance with the details shown on the drawing."
ANNEXURE 2: PARTICULAR SPECIFICATIONS

PZ: THE CLIENT’S PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION

1. INTRODUCTION AND BACKGROUND

1.1 Background

The Construction Regulations to the Occupational Health and Safety Act (Act 85 of 1993) which were promulgated in July 2003 place the onus on the Employer (defined as the Client in terms of the Construction Regulations) to prepare a pre-construction health & safety (H&S) specification, highlighting all risks not successfully eliminated during design.

1.2 Purpose of the Pre-construction Health and Safety (H&S) Specification

The purpose of the pre-construction H&S specification is to assist with the achievement of compliance with the OHS Act, and in particular with the Construction Regulations, so as to reduce incidents and injuries on the project. The pre-construction specification enables Tenderers to make adequate financial provisions in their tenders to cover the H&S requirements of the project and thereafter, for the Contractor and its sub-contractors to use as the basis for the preparation of the construction phase H&S plan.

The pre-construction specification sets out the basic requirements to be met by the Contractor and all sub-contractors so that the H&S of all persons potentially at risk may receive a priority at least equal to the other facets of the project such as the standard of workmanship, costs, programme, environment, etc.

1.3 Status of the Pre-construction Health and Safety Specification

The Client’s H&S specification will form an integral part of the contract, and Tenderers are required to use it during the tender phase for pricing the preparation a project-specific construction phase H&S plan prior to commencing any work and for pricing the costs of ensuring compliance thereto during the entire construction phase. Tenderers shall forward a copy of the H&S specification to all other persons or organisations who may be preparing to submit prices to the Tenderer during their bidding phase so that they can also price for preparing their own H&S plans relating to their individual operations and for complying with the H&S requirements during the construction phase.

Notwithstanding the fact that the Client’s pre-tender H&S specification does not identify all of the H&S risks that may be encountered on the project, Tenderers are required to take cognisance of all potential H&S risks that may be evident from the tender documents namely the conditions of contract, tender drawings, technical specifications and schedules of quantities, and to make the requisite provisions in their tenders for dealing with all of them.

2. HEALTH AND SAFETY SPECIFICATION

2.1 SCOPE

This health and safety (H&S) specification is the Client’s H&S specification prepared in accordance with Clause 4(a) of the Construction Regulations. It covers the requirements for eliminating and mitigating incidents and injuries during the construction phase of the project. The specification addresses legal compliance, hazard identification and risk assessment, risk control, and promoting a health and safety culture amongst those working on the project. The specification also makes provision for the protection of those persons other than employees of the Principal Contractor and Contractors.

2.2 INTERPRETATIONS

2.2.1 Application

This specification is a compliance document drawn up in terms of South African legislation and will therefore be binding on the Contractor. It must be read in conjunction with all of the other contract documentation and also with all the relevant statutory documents. This specification is not intended to over-ride, or in any way to amend, the statutory/regulatory documents and, in the event of there being any conflict, the legislation will take precedence.
Definitions

The definitions as listed in the Occupational Health & Safety Act 85/1993 and Construction Regulations (July 2003) shall apply to this H&S specification. More specifically, where used in this H&S specification, “Principal Contractor” means the Contractor, “Contractor” means sub-contractors to the Principal Contractor, and “Client” means the Employer or his/her duly appointed Agent.

MINIMUM ADMINISTRATIVE REQUIREMENTS

2.3.1 Notification of Intention to Commence Construction Work

On receipt of the Client’s notification of award of the contract and, in any event before any construction work commences, the Principal Contractor shall notify the Provincial Director of the Department of Labour in writing of the intention to undertake construction work. Annexure A to the Construction Regulations must be used for that purpose and a copy of that form is attached as Annex A to this specification. A copy of the completed notification must be forwarded to the Client and to the Engineer and a copy shall be attached to the H&S plan. The addresses of the nine Provincial Directors of the Department of Labour are given in Clause 1 of the General Administrative Regulations to the OHS Act.

2.3.2 Assignment of the CEOs’ Responsibility For Health and Safety on Site

In terms of Section 16 of the Act, the CEO’s of the Client, the Engineer, the Principal Contractor and all other Contractors shall make the requisite assignments of their responsibilities in writing prior to commencement of work on site. It is noted that, in a large organisation, the CEO may decide to assign his responsibilities to a line manager who may in turn assign his responsibilities to another line manager and so on. Annex B to this specification comprises forms which may be used for these assignments. Copies of the completed forms shall be attached to the H&S plan.

2.3.3 Appointment of the Construction Supervisor

The Principal Contractor’s CEO (or his duly assigned employee) shall appoint (in writing) a full time competent person to supervise the construction work. One or more competent persons may also be appointed (in writing) to assist the appointed construction supervisor should the Principal Contractor deem it necessary or desirable. The Principal Contractor’s and the Contractors’ competent persons for the various roles shall fulfil the criteria as defined in the Construction Regulations. Copies of these appointments, together with proof of competence of the individuals concerned, shall be attached to the H&S plan. Proof of competencies shall take cognisance of the definition of a “competent person” as set out in the Construction Regulations and may comprise CV’s and written motivations/recommendations by the persons’ direct report.

2.3.4 Compensation of Occupational Injuries and Diseases Act 130 of 1993 (COIDA)

The Principal Contractor shall, prior to commencing work on site, submit a letter of good standing with its Compensation Insurer to the Client and to the Engineer as proof of registration. All other Contractors shall submit their proof of registration to the Principal Contractor before they commence work on site. Copies of these documents shall be attached to the H&S plan.

2.3.5 Occupational Health and Safety Policy

The Principal Contractor and all other Contractors shall submit to the Client and to the Engineer, a copy of their organisation’s H&S Policy signed by their Chief Executive Officer. Each policy must include a description of the organisation and state the H&S objectives and how they will be achieved and implemented by the organisation. Copies of these policies shall be attached to the H&S plan.

2.3.6 Health and Safety Organogram

The Principal Contractor shall submit an organogram, outlining the H&S site management structure including those of all other Contractors. In cases where appointments have not been made, the organogram shall reflect the intended positions, and the names shall be filled in as and when the appointments are made. The organogram shall be updated whenever there are any changes in the site management structure and/or personnel. A copy shall be attached to the H&S plan.

2.3.7 Health and Safety Representative(s)

The Principal Contractor and all other Contractors shall, after due consultation with the parties concerned, ensure that an H&S Representative is appointed in writing as soon as there are 20 persons
employed on a site. Additional H&S Representatives are required once the workforce exceeds 50 persons. Annex C may be used for this purpose and copies of the appointments are to be attached to the H&S plan. Each H&S Representative(s) is to be trained to carry out their respective functions and must carry out regular inspections, keep records, and report all findings to the responsible person forthwith, and also at the next H&S meeting. Copies of these documents are to be kept in the Project H&S File.

2.3.8 Health and Safety Committees

Provided that two or more Safety Representatives have been designated, the Principal Contractor shall ensure that one or more Safety Committees are established and that H&S committee meetings are held at least monthly and that minutes are kept on record. Meetings must be convened and chaired by the Principal Contractor’s Construction Supervisor. All of the Principal Contractor’s and other Contractors’ responsible persons and H&S Representatives shall attend the monthly H&S meetings. Contractors shall also have their own internal H&S committees as required in terms of the OHS Act and copies of their agendas and minutes of their meetings shall be forwarded to the Principal Contractor on a monthly basis. Copies of all H&S committees’ agendas and minutes are to be kept in the Project H&S File.

2.3.9 Health & Safety Audits, Monitoring and Reporting

The Client shall conduct monthly H&S audits of the construction work operations including a full audit of physical site activities as well as an audit of the administration of H&S. The Principal Contractor is obligated to conduct similar audits on all Contractors that they have appointed. Detailed reports of the audit findings shall be reported on at all levels of project management meetings/forums. Copies of all audit reports shall be kept in the Project H&S File.

2.3.10 Emergency Procedures

The Principal Contractor shall prepare a detailed emergency procedure prior to commencement of work on site and it shall be included in, and form part of, the H&S plan. The procedure shall be updated whenever changes occur and it shall detail the emergency response plans. The emergency procedures shall not be limited to, but shall include, the following key elements:

- List of key competent personnel on site;
- Details of the nearest emergency services, including their physical addresses and phone numbers;
- Actions or steps to be taken in the event of each specific type of emergency;
- Information on hazardous materials/situations that may be encountered on site.

Emergency procedures shall include, but shall not be limited to, fire, spills, accidents to employees, use of hazardous substances, bomb threats, major incidents/accidents.

A contact list of all service providers (Fire Department, Ambulance, Police, Medical and Hospital, etc) must be maintained and be readily available to site personnel at all times that there are persons on site i.e. it must not be located in an area which may be inaccessible outside of normal working hours.

The Principal Contractor shall advise the Client and the Engineer in writing forthwith, and thereafter at the project and H&S meetings, of any emergencies that occurred, together with a record of the action taken. Copies of all reports on emergencies shall be kept in the Project H&S File.

2.3.11 Accident / Incident Reporting and Investigation

Each Injury that occurs is to be categorised into first aid, medical, disabling, or fatal and must be reported on the prescribed form (refer Annex D). The Principal Contractor must document in its construction phase H&S plan how it will handle each of these categories of injury. When reporting injuries to the Client, these aforementioned categories shall be used. All injuries shall be investigated by the Principal Contractor, with a report being forwarded to the Client forthwith. All Contractors have to report on the four categories of injuries to the Principal Contractor at least monthly. The Principal Contractor must report all injuries to the Client in the form of a detailed injury report at least monthly and copies of these reports shall be kept in the Project H&S File.

2.3.12 General Record Keeping

The Principal Contractor and all Contractors shall keep and maintain H&S records to demonstrate compliance with this specification, the approved H&S plan, the OHS Act, and the Regulations. The Principal Contractor shall ensure that all records of incidents/accidents, training, inspections, audits, etc. are kept in the Project H&S File stored in a suitable place on site. The Principal Contractor must ensure that every Contractor opens its own H&S file, maintains the file, makes it available to the Principal Contractor.
Contractor and other authorised persons on request and sends copies of the relevant documentation to the Principal Contractor.

The Principal Contractor shall maintain an up to date register of each Contractor engaged in construction work on site giving the Contractors' name and the Responsible Persons' contact details and the number of employees on site. As these details may be subject to frequent change, the register must be updated at least weekly. The register is to be available for inspection.

2.3.13 Project H&S File

The Principal Contractor shall prepare, and update on at least a monthly basis, a properly indexed H&S file for the project. This file will evolve during the construction phase and is to be handed over to the Client on completion of the construction work on site. The Project H&S File shall contain:

- The names and addresses and contact details of the Principal Contractor
- The names and addresses of all other Contractors that worked on the project, copies of their agreements with the Principal Contractor and the type of work that each one is carrying/has carried out.
- The original and all subsequent versions/revisions of the H&S plan and the Annexures and Appendices thereto.
- All information specifically called for in the OHS Act and the Construction Regulations and this specification and any other pertinent information relating to H&S on the project that is considered relevant.
- The geo-science report, design loadings of the structure(s) and methods and sequence of construction issued to the Principal Contractor by the Engineer and/or the Client.
- The safe work procedures developed by the Principal Contractor and all other Contractors.
- Details of any special or unusual materials forming part of the completed works.
- All relevant information concerning the completed works. This information shall comprise the record/"as built" drawings prepared by the Engineer, copies of which will be issued to the Principal Contractor for inclusion in the File, and the operating and maintenance instructions and all relevant information relating to any unusual or special features of the completed works that could affect H&S of the end users. When compiling this data, consideration must be given to all information that may be relevant to possible future alterations and/or demolition of all or part of the works.

2.4 HEALTH AND SAFETY INDUCTION, TRAINING AND EQUIPMENT

2.4.1 H&S Induction, Awareness and Competency

Induction of Site Personnel

The Principal Contractor shall ensure that all site personnel, including those of all other Contractors, undergo risk-specific H&S induction training before starting work. A record of attendance at every induction session shall be kept in the Project H&S File. A suitable venue must be made available by the Principal Contractor to accommodate this training.

Awareness of Site Personnel

The Principal Contractor shall ensure that periodic ‘toolbox talks’ take place on site. These talks should deal with risks relevant to the construction work at hand. All Contractors shall conduct ‘toolbox’ talks at least once per week with their own employees. A record of attendance at each ‘toolbox talk’ shall be kept in the Project H&S File.

Competency of Site Personnel

All competent persons shall have the knowledge, experience, training, and qualifications specific to the work they have been appointed to supervise, control and/or carry out. This will have to be assessed on a regular basis by, for example, periodic H&S audits, progress meetings, etc. The Principal Contractor will be responsible for ensuring that only competent Contractors are appointed to carry out construction work.

Public and Site Visitor Health & Safety

Both the Client and the Principal Contractor have a duty in terms of the OHS Act to do all that is reasonably practicable to prevent members of the public and site visitors from being adversely affected by the construction activities.
The Principal Contractor shall ensure that every person working on or visiting the site, as well as the public in general, shall be made aware of the dangers likely to arise from site activities, including the precautions to be taken to avoid or minimise those dangers. Appropriate H&S notices and signs shall be posted up, but this shall not be the only measure taken.

Site visitors must be briefed on the hazards and risks they may be exposed to and what measures are in place or should be taken to control these hazards and risks. A record of these inductions/briefings shall be kept in the Project H&S File.

2.4.2 First Aid Boxes and First Aid Training

The Principal Contractor and all other Contractors shall appoint First Aider(s) in writing. All Contractors with more than 10 employees shall have a trained, certified First Aider on site at all times. The appointed First Aider(s) are to be sent for accredited first aid training. Copies of the valid First Aid certificates for each First Aider are to be kept in the Project H&S File. The Principal Contractor shall provide an on-site First Aid Station with First Aid facilities, including first aid boxes adequately stocked at all times. All Contractors with more than 5 employees shall supply their own first aid box(es).

2.4.3 Occupational Health and Hygiene

Exposure of workers to occupational health hazards and risks is very common in any work environment, especially in construction. Occupational exposure is a major problem and the Principal Contractor must ensure that proper health and hygiene measures are put in place to prevent exposure by any person to hazards such as inhalation, ingestion, absorption, and noise induction. Some of the more common occupational hazards to be considered are cement dust, sun exposure, and noise. In addition, the ergonomic issues relating to repetitive and/or strenuous body and limb movements, must be considered and ameliorated wherever possible. Stress due to tight project schedules has been shown to adversely affect construction workers and this shall be taken into account when planning and managing work schedules. The preventative and/or the amelioration measures shall be addressed in the H&S plan by way of safe work procedures which are to be followed.

2.4.4 Alcohol and other Drugs

Alcohol and drug/other substance abuse has been shown to be a problem in the construction industry. No alcohol or other drugs will be allowed on site. No person may be under the influence of alcohol or any other drugs while on the construction site. Any person on prescription drugs must inform his/her superior, who shall in turn report this to the Principal Contractor forthwith. Any person suffering from any illness/condition that may have a negative effect on his/her safety performance must report this to his/her superior, who shall in turn report this to the Principal Contractor forthwith. Any person suspected of being under the influence of alcohol or other drugs must be sent off site immediately, to report back the next day for a preliminary inquiry. A full disciplinary procedure must be followed by the employer concerned and details of the disciplinary action taken must be forwarded to the Principal Contractor for his records.

2.4.5 Personal Protective Equipment (PPE) and Clothing

The Principal Contractor shall ensure that all workers are issued with, and wear, hard hats, safe footwear and overalls and specific PPE wherever such equipment is identified in the SWP’s as being necessary for particular tasks. The Principal Contractor and all other Contractors shall make provision for, and keep adequate quantities of, SABS approved PPE on site at all times. The Principal Contractor shall clearly outline in the H&S plan the procedures to be taken when PPE or clothing is lost, stolen worn out, or damaged. This procedure applies to all Contractors, as they are all Employers in their own right.

2.4.6 Fire Extinguishers and Fire Fighting Equipment

The Principal Contractor and all other relevant Contractors shall provide adequate, regularly serviced fire fighting equipment located at strategic points on site, specific to the classes of fire likely to occur. The appropriate notices and signs must be posted up as required.

2.4.7 Occupational Health and Safety (OHS) Signage

The Contractor shall provide adequate on-site H&S signage including, but not limited to, ‘no unauthorised entry’, ‘report to site office’, ‘site office’, ‘beware of overhead work’, ‘hard hat area’. Signage shall be posted up at all entrances to site as well as on site in strategic locations e.g. access routes, stairways, entrances to structures and buildings, scaffolding, and other potential risk areas/operations.
2.5 PRELIMINARY HAZARD IDENTIFICATION AND RISK ASSESSMENT AND PROGRESS HAZARD IDENTIFICATION AND RISK ASSESSMENT

The Principal Contractor and all other Contractors shall cause a hazard identification to be performed by a competent person(s) before commencement of their respective construction work, and the assessed risks shall be documented in the construction phase H&S plan to be submitted for discussion with, and subsequent approval by, the Client. The risk assessments must include:

- A list of all hazards identified as well as potentially hazardous tasks to be carried out;
- A documented risk assessment based on the list of hazards and tasks;
- A set of safe working procedures (method statements) to eliminate, reduce and/or control the risks assessed;
- Details of the PPE and clothing to be worn;
- A monitoring and review procedure of the risk assessments to be carried out on a monthly basis, whenever variation orders are issued or changes made, and whenever the risks change.

The Principal Contractor shall ensure that all other Contractors are informed, instructed and trained, by a competent person regarding all hazards, risks, and the related safe work procedures before any work commences and thereafter at regular intervals if the risks change and/or if new risks are identified.

The Principal Contractor shall be responsible for ensuring that all persons who could be negatively affected by its operations are informed and trained according to the hazards and risks and are conversant with the safe work procedures, control measures, and other related rules such as the ‘tool box talk’ strategy that is to be implemented.

The Principal Contractor shall immediately notify all other Contractors as well as the Client of any hazardous or potentially hazardous situations that may arise during performance of construction activities.

The Principal Contractor shall keep records as per Clause 9 of the Hazardous Chemical Substances Regulations.

All of the above are to be documented in the H&S plan.

2.6 PERMITS

Permits may be required for certain activities and these are not limited to but may include the following:

- Use of Explosives and Blasting
- Work for which a fall prevention plan is required
- Removal of asbestos materials.
- Disposal of (old type) fire detectors with radioactive elements.
- Decanting/handling of Ammonia.

If and where applicable, the Employer will issue to the Principal Contractor, permits and log books (which log books shall thereafter be kept up to date by the Principal Contractor), for the following installations:

- Boilers
- MV switchgear and chambers/rooms
- MV switchgear outdoor yards
- Lifts

All of the above are to be documented in the H&S plan.

2.7 SPECIFIC PROJECT REQUIREMENTS

2.7.1 Formwork and Support Work

Support work in river bed and is subject to floods which could wash away/undermine the support work.

2.7.2 Excavation Work

Protection of the top of the excavations to prevent persons falling in shall be addressed. A safety net is to be installed to catch any stones or other loose material from falling onto persons who may be working in the excavations.
Trenching up to 3.5 metres deep are to be carried out and the material is saturated and there is a high water table so close shoring may be required.

2.7.3 Construction Vehicles and Mobile Plant

The Principal Contractor shall ensure that all persons in its employ, all Contractors, and all those that are visiting the site are aware and comply with the site speed restriction(s). Separate vehicle and pedestrian access routes shall be provided, maintained, controlled, and enforced.

The Principal Contractor and all relevant Contractors shall inspect and keep records of inspections of the construction plant used on site. Only authorised/competent persons are to use machinery under proper supervision.

The Principal Contractor shall ensure that all hired plant and machinery used on site is safe for use. The Principal Contractor shall ensure that operators hired with machinery are competent and that certificates are kept on site in the health & safety file. All relevant Contractors must ensure the same.

2.7.4 Warning signs

The Principal Contractor shall erect and maintain the necessary signs, notices and barricades at strategic points on the boundaries to inform people of the dangers of the construction site.

2.7.5 Construction Welfare Facilities

The Principal Contractor shall supply hand washing facilities, soap, toilet paper, and hand drying material. Waste bins must be strategically placed and emptied regularly. Safe, clean storage areas must be provided for workers to store personal belongings and personal protective equipment. Workers shall not be exposed to hazardous materials/substances while eating.

2.7.6 General Machinery

The Principal Contractor and relevant Contractors shall ensure compliance with the Driven Machinery Regulations, which include inspecting machinery regularly, appointing a competent person to inspect and ensure maintenance, issuing PPE or clothing, and training those who use machinery.

2.7.7 Transport of Workers

The Principal Contractor and other Contractors shall not:

Transport persons together with goods or tools unless there is an appropriate area or section to store them;

Transport persons in a non-enclosed vehicle, e.g. truck; there must be a proper canopy (properly covering the back and top) with suitable sitting area. Workers shall not be permitted to stand or sit at the edge of the transporting vehicle.

Transport workers in bakkies unless they are closed/covered and have the correct number of seats for the passengers.

FINANCIAL PROVISION FOR HEALTH AND SAFETY

Tenderers (including those sub-contractors and/or suppliers who are preparing prices/quotations for submission to the main Tenderer) must ensure that they make adequate financial provision in their tenders for full compliance with the OHS Act, the Regulations thereto and this H&S specification. Financial provision shall therefore be made by each Tenderer for, inter alia, the following:

- Carrying out and documenting risk assessments of all work to be carried out under the contract.
- Preparation of safe work procedures for all work to be carried out under the contract.
- Preparation of an H&S plan, discussing it with the Client, and then amending it as agreed.
- Preparation for and conducting “toolbox talks” with relevant employees.
- Induction and training as and where required.
- Preparation of a Project H&S File.
- Regular updating of all of the foregoing.
- Provision of PPE and protective clothing for employees
- Complying with all H&S requirements for the duration of the contract.

To enable the Client to be appraised of the allowances that Tenderers have made for H&S in their tenders, so that he/she can fulfil his/her obligations in terms of Clause 4 (h) of the Construction
Regulations, the following H&S items have been included in the Schedules of Quantities and must be individually priced:

- Fixed Charge Item for the preparation of risk assessments, safe work procedures, the project H&S File, the H&S plan, the provision of PPE and protective clothing, and any other H&S matters that the contractor deems necessary.
- Fixed Charge Item for completing and checking the Project H&S File and handing over to the Client on completion of the works.
- Time Related Item for updating and amending the risk assessments, safe work procedures, the project H&S File, the H&S plan, the provision of PPE and protective clothing and any other H&S matters that the contractor deems necessary.
- Time Related Item for full compliance with all H&S matters during the construction of the works under the contract.

Failure by a Tenderer to submit realistic prices for the scheduled H&S items may prejudice his tender.

**GUIDELINES FOR THE PREPARATION OF A TYPICAL H&S PLAN**

Annex E contains certain information to give an indication as to what could be included in an H&S plan for a typical project. That information does not form part of the H&S specification for this particular project as it is just a basic outline and it must be adapted and expanded to suit the actual structure of the contractor’s organisation and also the specific nature of the project.

**Enclosures:**

- Annex A – Notification of Construction Work
- Annex B – CEO and Management Assignment
- Annex C – Appointment of H&S Representative
- Annex D – Recording of Incident
- Annex E – Guidelines for the Preparation of a Typical H&S Plan
ANNEXURE A

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993
Regulation 3 of the Construction Regulations, 2003

NOTIFICATION OF CONSTRUCTION WORK

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

(b) Name and telephone number of principal contractor’s contact person:
..........................................................................................................................................................................................

2. Principal contractor’s compensation registration number:
..........................................................................................................................................................................................

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

(b) Name and telephone number of client’s contact person or agent:
..........................................................................................................................................................................................

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

(b) Name and telephone number of designer’s contact person:
..........................................................................................................................................................................................

5. Name and telephone number of principal contractor’s construction supervisor on site appointed in terms of regulations 6(1):
..........................................................................................................................................................................................

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

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

8. Nature of the construction work:
..........................................................................................................................................................................................
..........................................................................................................................................................................................
..........................................................................................................................................................................................

9. Expected commencement date:
..........................................................................................................................................................................................

10. Expected completion date:
..........................................................................................................................................................................................

ANNEX A – cont. (to H&S specification)

ANNEXURE A - Continued
11. Estimated maximum number of persons on the construction site:

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

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

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

13. Name(s) of contractors already chosen:

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

Principal Contractor

Date

Client

Date

• THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR PRIOR TO COMMENCEMENT OF WORK ON SITE.

• ALL PRINCIPAL CONTRACTORS THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF ANOTHER PRINCIPAL CONTRACTOR ON THE SAME SITE HAD DONE SO PRIOR TO THE COMMENCEMENT OF WORK.
Section 16 of the Act states:

Every chief executive officer shall, as far as is reasonably practicable, ensure that the duties of his employer as contemplated in this Act, are properly discharged.

Without derogating from his responsibility or liability in terms of sub-section (1), a chief executive officer may assign any duty contemplated in the said sub-section, to any person under his control, which person shall act subject to the control and directions of the chief executive officer.

The provisions of sub-section (1) shall not, subject to the provisions of section 37, relieve an employer of any responsibility of liability under this Act.

For the purpose of sub-section (1) the head of department of any department of State shall be deemed to be the chief executive of that department.

I, (full name of CEO) do hereby assign my duties in respect of the overall management and control of

…………………………………………………………………………………………………………………………………..

to (full name of Appointee) .................................................................
in his/her capacity as .............................................................
to ensure that the duties of the employer are carried out as contemplated in the Act and the Regulations as amended
for…………………………………………………………………………………………………………………………

Signature: ………………….. Date: ………………….. Designation: Chief Executive Officer

Kindly confirm your acceptance of this appointment by completing the following:

ACCEPTANCE OF ASSIGNATION

I,………………………………………………………… hereby accept this assignation and confirm that I am conversant with the requirements of the OHS Act and regulations as amended and agree to carry out the duties as set out for the employer.

NOTE : Your Attention is Drawn to regulation General Administrative Regulation 5 and Sections 8, 9, 13, 17, 18, 19, 20 and 37 of the Occupational Health and Safety Act No. 85 of 1993, attached hereto.

Signature: ………………….. Date: ………………….. Designation: ………………………………………..
ANNEX B – cont. (to H&S specification)

MANAGEMENT ASSIGNMENT OF DUTIES IN TERMS OF SECTION 16 (2) OF THE OHSA (ACT 85 of 1993)

Section 16 of the Act reads:

(1) Every chief executive officer shall as far as is reasonably practicable ensure that the duties of his employer as contemplated in this Act, are properly discharged.

(2) Without derogating from his responsibility or liability in terms of sub-section (1), a chief executive officer may assign any duty contemplated in the said sub-section, to any person under his control, which person shall act subject to the control and directions of the chief executive officer.

(3) The provisions of sub-section (1) shall not, subject to the provisions of section 37, relieve an employer of any responsibility of liability under this Act.

(4) For the purpose of sub-section (1) the head of department of any department of State shall be deemed to be the chief executive of that department.

I, (Appointee’s full name)………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………)
ANNEX C (to the H&S Specification)

APPOINTMENT OF HEALTH AND SAFETY REPRESENTATIVE IN TERMS OF SECTION 18 OF THE OHSA
(Act 85 of 1993)

(APPOINTEE’S NAME) …………………………………………………………………………………

I, (Appointer’s full name) ……………………………………………………………………………… being an employee of (name of Contractor’s organisation) …………………………………………… and, having been appointed as (area of responsibility eg Responsible Person for the construction of X on site Y)

……………………………………………………………………………………………………….. hereby appoint you (Appointee’s full name)

………………………………………………………………………………………………………………… in terms of Section 17 of the OHSA as the Health and Safety Representative for (area of responsibility)

………………………………………………………………………………………………………………

In terms of this appointment your functions are as follows:

• To represent your employee electorate’s interests in terms of occupational health and safety.
• To carry out health and safety inspections of your workplace as designated above prior to each appropriate health and safety committee meeting.
• To serve on the appropriate health and safety committee.
• To bring to the attention of your supervisor any deviations from the safe work procedures any other matters regarding health and safety that come to your attention at any time.

The dates and times of the health and safety committee meetings will be determined by the committee(s). You should attend all meetings of the health and safety committee on which you serve.

You will be required to undergo Health and Safety Representative training in order to ensure that you can complete your tasks successfully.

Your appointment is valid from (start date) …………………….. to (end date) ……………………..

..................................................................  ………………………………

Appointer’s Signature  Date

Kindly confirm your acceptance of this appointment by completing the following:

ACCEPTANCE

I, (Appointee’s full name) ……………………………………………………………………………… understand the implications of the appointment as detailed above and confirm my acceptance.

..................................................................  ………………………………

Appointee’s Signature  Date
ANNEXURE D

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993
(Act No. 85 of 1993)

Regulation 9 of the General Administrative Regulations
Recording and Investigation of Incidents

A. RECORDING OF INCIDENT

1. Name of employer..........................................................................................................................................................

2. Name of affected person.................................................. ..........................................................................................

3. Identity number of affected person.............................................................. ..................................................................

4. Date of incident ............................. 5. Time of incident..........................................................................................

6. Part of body affected

<table>
<thead>
<tr>
<th>Head or neck</th>
<th>Eye</th>
<th>Trunk</th>
<th>Finger</th>
<th>Hand</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arm</td>
<td>Foot</td>
<td>Leg</td>
<td>Internal</td>
<td>Multiple</td>
</tr>
</tbody>
</table>

7. Effect on person

<table>
<thead>
<tr>
<th>Sprains or strains</th>
<th>Confusion or wounds</th>
<th>Fractures</th>
<th>Burns</th>
<th>Amputation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electric shock</td>
<td>Asphyxiation</td>
<td>Unconsciousness</td>
<td>Poisoning</td>
<td>Occupational Disease</td>
</tr>
</tbody>
</table>

8. Expected period of disablement

<table>
<thead>
<tr>
<th>0 – 13 days</th>
<th>2 – 4 weeks</th>
<th>&gt; 4 – 16 weeks</th>
<th>&gt; 16 – 52 weeks</th>
<th>&gt; 52 weeks or permanent disablement</th>
<th>Killed</th>
</tr>
</thead>
</table>

9. Description of occupational disease..................................................................................................................

10. Machine/process involved/type of work performed/exposure** .................................................................

11. Was the incident reported to the Compensation Commissioner and the Provincial Director?

Yes [ ] No [ ]

12. Was the incident reported to the police?*

Yes [ ] No [ ]

13. SAPS office and reference ..........................................................................................................................................

* to be completed in case of a fatal incident.
** in case of a hazardous chemical substance, indicate substance exposed to.
### B. INVESTIGATION OF THE ABOVE INCIDENT BY A PERSON DESIGNATED THERETO

1. Name of investigator ..............................................................................................................................................................................................
2. Date of investigation ............................................................................................................................................................................................
3. Designation of investigator ....................................................................................................................................................................................
4. Short description of incident ....................................................................................................................................................................................
5. Suspected cause of incident ....................................................................................................................................................................................
6. Recommended steps to prevent a recurrence ................................................................................................................................................................


Signature of Investigator  Date
C. ACTION TAKEN BY EMPLOYER TO PREVENT THE RECURRENCE OF A SIMILAR INCIDENT

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

Signature of Employer   Date

D. REMARKS BY HEALTH AND SAFETY COMMITTEE

Remarks
..............................................................................................................................................................................................
..............................................................................................................................................................................................
..............................................................................................................................................................................................
..............................................................................................................................................................................................

Signature of Chairman of Health and Safety Committee   Date
ANNEX E (to the H&S Specification)

E GUIDELINES FOR THE PREPARATION OF A TYPICAL H&S PLAN

The following information is purely a guideline and is presented in order to give an indication as to what could be included in an H&S plan for a typical project. This information does not form part of the H&S specification for this particular project as it is just a basic outline and it must be adapted and expanded to suit the actual structure of the contractor’s organisation and also the specific nature of the project.

E.1 INTRODUCTION

Give any background information believed to be relevant to H&S on the project.

Give a brief description of the contents of the H&S plan.

E.2 SAFETY OBJECTIVES FOR THE PROJECT

List all goals in terms of safety that should be achieved on this project. Examples could be:
- Training of employees in respect of safety and creation of accountability.
- Creation of a working environment with high safety awareness.
- Avoidance of all accidents.
- Compliance with all legal requirements.

E.3 ADMINISTRATION

Some examples of the administration tasks to be performed in terms of the H&S plan could be:
- Notification of the Department of Labour of work to be done once the letter of acceptance has been received and before commencement of construction.
- Assignment of H&S responsibilities by the CEOs.
- Appointment of the construction supervisor for the project.
- Appointment of a safety officer(s) and safety committee(s).
- Compilation of a list of all emergency telephone numbers.
- Keeping of records of site safety statistics.
- Maintenance of an up-to-date project H&S file in which all H&S records are kept.
- Carrying out of monthly safety audits.
- Compilation of the Project H&S File and what will be in it and when and why it will be updated.

E.4 RISK ASSESSMENTS

List the various types of work activities to be carried out and set up risk assessment forms for each of these. The outcome from the risk assessment forms must be a set of safe working procedures to ensure safety and protection of health from the hazards identified. This planned set of safe working procedures will then form the basis of staff and visitors’ H&S training.

Some standard risk assessment forms and safe work procedures for various construction activities have been developed by SAFCEC and SAFCEC members have access to them from their web site. Additional forms will need to be drawn up for activities not covered by the standard forms.

Details of these risk assessments and all safe work procedures must be attached as Appendices to the H&S plan, however a list of all risk assessments must be given in this section of the H&S plan.

E.5 TRAINING

Induction Training (General and job-specific)
- All employees who will work on the site, including sub-contractors’ employees, and all visitors to site must undergo H&S induction training and must sign for it and must carry proof that they have received this training.
- Details of job-specific induction training to be carried out.
- Details aspects in the plan in terms of general, as well as for job-specific training that will be given and how the training will be done.
- On-going Training
- Give details of any additional training (if any) that will be given to employees.

Some guidelines for “toolbox talks” covering various construction activities have been developed by SAFCEC and SAFCEC members have access to them from their web site. Additional procedures will need to be drawn up for activities not covered by the guidelines.
E.6 HOUSEKEEPING ON SITE

State what steps will be taken to minimise H&S risks on site through good housekeeping practice, such as:

- Lighting.
- Ventilation.
- Stacking and storage practices.
- Management of waste products and the removal thereof.
- General tidiness of site.

E.7 PERSONAL PROTECTIVE EQUIPMENT AND CLOTHING

State what will be issued to, and worn by site staff, for example:

- Hard hats
- Steel toe safety shoes
- Overalls
- Gloves
- Eye protection

E.8 FIRST AID

State that a first aid box/es will be adequately stocked in terms of the OHSA requirements. State that an adequately trained (in first aid skills) member of staff in terms will be on site at all times. Describe details of first aid training that will be given (if any).

E.9 SAFETY AUDITS/ EVALUATIONS

State how monthly safety audits / evaluations will be done and by whom.

State that the H&S plan will be a "living" document in that it will be improved and updated as when changes occur and as the project progresses.

E.10 SAFE WORK PROCEDURES

List all safe work procedures and attach copies of them as Appendices.

E.11 PROJECT H&S FILE

Provide a list of contents.
C4 Site Information

1 LOCALITY PLAN
A locality plan indicating the proposed site of the works is appended to this document as Annexure C4 – A.

2 GENERAL SITE DESCRIPTION
The site of the works is located within the formal residential area of Kwanonqaba, Mossel Bay.

Cekiso Street is located southwest of Kwanonqaba, between Mabolo Street and Mawawa Street and Faku Street is located between Cekiso Street and Mabolo Street. Contractors are to take cognizance of the fact that adjacent property owners would need to be consulted prior to and during construction regarding access and the programming of the works. Care should be taken to minimise the affects of disruption on the affected residents.

3 EXISTING SERVICES
Information regarding existing services are indicated on the drawings for the existing services. Further requirements regarding existing services are given in the scope of work.
Annexure C4 – A: Locality Plan