

MARULENG MUNICIPALITY



TENDER DOCUMENT FOR:

WILLOWS INTERNAL STREETS – PHASE 2

CONTRACT No: MLM/SCM/28/2025

CIBD CLASS GRADING OF 6CE OR HIGHER

TENDERER:

TENDERED AMOUNT (VAT inclusive):

CSD NUMBER:

TENDERER CIDB GRADE and NUMBER: (Grade) /(No.)

CLOSING DATE AND TIME: MONDAY, 24th FEBRUARY 2025 AT: 11H00



PREPARED FOR:

Maruleng Municipality
64 Springbok Street
PO Box 627
HOEDSPRUIT
1380

Tel: (015) 793 2409/237
Fax: (015) 793 2341

PREPARED BY:

ZAKUMI Consulting Engineers
ZCE House
21 Compensatie Street, CBD
POLOKWANE
0699

Tel: (015) 291 1176
Fax: (015) 291 1993
Email: admin@zce.co.za

MARULENG MUNICIPALITY



WILLOWS INTERNAL STREETS – PHASE 2

CONTENTS

	Description:	Colour:	Page(s):
PORTION 1	TENDER		
Part 1	Tendering Procedures:		
	Section 1: Invitation to Tender	White	2
	Section 2: Tender Data	Pink	3 - 8
Part 2	Returnable Documents:		
	Section 2: Returnable Schedules	White	9 - 51
PORTION 2	CONTRACT		
Part 1	Agreements and Contract Data:		
	Section 1: Form of Offer and Acceptance	White	52 - 56
	Section 2: Contract Data	White	57 - 59
Part 2	Pricing Data:		
	Section 1: Pricing Instructions	Yellow	60 - 63
	Section 2: Schedules of Quantities	Yellow	64.1 – 64.28
Part 3	Scope of Works:	Blue	65 - 67
Part 4	Project and Standard Specifications:	Blue	68 – 89
Part 5	Site Information:	Green	90
PORTION 3	DRAWINGS		

MARULENG MUNICIPALITY



INVITATION TO TENDER

WILLOWS INTERNAL STREETS – PHASE 2:

BID No: MLM/SCM/28/2025

Tenderers are hereby invited from contractors for the “Willows Internal Streets – Phase 2” located in the Maruleng Municipality area under the jurisdiction the Mopani District Municipality, in the Limpopo Province. The project involves upgrading of internal Streets from gravel to 80mm block paving interlocking bricks.

Project No.	Project Description	Bid Closing date	Work Opportunities minimum target	Compulsory site inspection	CIBD Grading
MLM/SCM/28/2025	Upgrading of Internal Streets from gravel to 80mm block paving interlocking bricks.	24 February 2025	30	31 January 2025	6CE

Tenders are hereby invited from only tenderers who can demonstrate that they will have in their employ staff which satisfy EPWP requirements during the contract validity are eligible to submit tenders Only tenderer’s who are registered with the CSD and CIDB with an estimated contractor grading of **6CE** or higher are eligible to submit tenders.

Tender documents can be obtained from the Cashier’s Office, Ground Floor, Maruleng Municipality Offices in Hoedspruit upon payment of a non-refundable amount of **R 500.00** inclusive of VAT per document as from the Friday, 31st January 2025, Monday – Friday only from 07H00 to 16H00. The Tender Closing time is **11H00** on **Monday, 24th February 2025**.

Complete Tender document must be sealed in an envelope and marked as mentioned and deposited in the bid box, next to the entrance of Maruleng Municipality Offices, which are located at 64 Springbok Street in Hoedspruit, wherein the bids will be opened in public.

A compulsory site clarification/inspection will be undertaken on **Friday, 31st January 2025** at **10H00**. Prospective tenderers are to meet the Municipality’s Technical Officials and the Consulting Engineer’s Representative at Thusong Centre where they will be accompanied to the site(s). The prospective bidders are recommended to bring the Tender Document to the Site Clarification/Inspection meeting, for signing of the Certificate of Site Visit by the Employer/Engineer/Representative.

The following documents are required and shall form part of the tender: Valid Tax Clearance, Company Registration Certificate, Proof of purchased tender document, Bidders’ certified copy of ID document, Company profile and proof the bidder municipal business account or any of the directors’ municipal accounts are not in more than 3 months arrears/ Traditional authority letters confirming the entities in rural areas where municipal rates are not applicable (Municipal Clearance not older three months), CIDB certificate and **certified BBBEE verification certificate/Sworn affidavits**.

Late bid, telegraphic, email or telefax transmission documents will not be accepted. Maruleng Municipality reserves the right to accept a tender as a whole or in part and does not bind itself to accept the lowest or any tender.

Administrative enquiries can be directed to Supply Chain Practitioners of Maruleng Municipality on (015) 590 1650 during office hours only. Technical enquiries can be directed to: Technical Services on **(015) 793 2409/237**.

THE MUNICIPAL MANAGER
MARULENG MUNICIPALITY
64 SPRINGBOK STREET
P. O. BOX 627
HOEDSPRUIT
1380

SECTION 2:

TENDER DATA

1.0 CONDITIONS OF TENDER

The Conditions of tender are the standard conditions of tender as contained in annexure F of SANS 294: 2004, published by Standards South Africa, Private Bag X191, Pretoria 0001, Tel 012 428 7911.

The standard conditions of tender for procurements make several references to the Tender Data. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender.

Where applicable, items of data given here below are cross-referenced to the sub-clause in the standard conditions of tender to which it applies.

2.0 EMPLOYER (Cl. 1.1.1.15)

The “Employer” is **Maruleng Municipality**.

3.0 TENDER DOCUMENTS (Cl. F.1.2)

The tender document issued by the Employer comprises of Tender Document and Drawings.

Portion	Part	Section	Heading
1	1	1	TENDER (Volume 1)
		2	Tendering Procedures
	2	1	Invitation to Tender
		2	Tender Data
		1	Returnable Documents
2	1	1	Schedule of Returnables
		2	CONTRACT
	2	1	Agreements and Contract Data
		2	Form of Offer and Acceptance
	3	1	Contract Data
		2	Pricing Data
		1	Pricing Instructions
	4	2	Schedules of Quantities
		3	Scope of Works
		4	Project and Standard Specifications
5	5	Site Information	
	3	Drawings	

4.0 EMPLOYER'S AGENT (Cl. F.1.4)

The Employer's agent is: ZAKUMI Consulting Engineers (Pty) Ltd

Address:

ZCE House
21 Compensatie Street, CBD
POLOKWANE, Limpopo Province
0699
Tel.: 015 291 1176
Fax: 015 291 1993
E-mail: admin@zce.co.za

5.0 TENDERER'S OBLIGATIONS

5.1 Eligibility (Cl. F.2.1)

A tender offer may only be submitted if the Tenderer satisfies the criteria stated in the Tender Data and if the Tenderer, or any of his principals, is not under any restriction to do business with the Employer.

5.2 Site Visit and Clarification Meeting (Cl. F.2.7)

The arrangements for a compulsory pre-tender meeting are:

Location: **Maruleng Municipality Office.**

Date: **Friday, 31st January 2025 at 10H00.**

5.3 Insurance (Cl. F.2.9)

No insurance cover will be provided by the Employer.

5.4 Alternative Tender Offers (Cl. F.2.12)

Unless anything to the contrary has been determined in the Contract Data, a Tenderer may, together with his tender for the original designs contained in the contract documents, submit alternative designs and tender offers for consideration. All designs, calculations, drawings and Operation and Maintenance manuals shall be fully endorsed by a third party registered engineer, accomplished in such specific field of practice and the cost thereof shall be borne solely by the Contractor. Such alternative designs and offers shall be subject to the following conditions and requirements.

5.4.1 Tenders

An alternative offer or design will be considered only if the tender for the original items has been fully priced and completed. The alternative tender offer is to be submitted in the same envelope as the main tender offer, together with a schedule that compares the requirements of the tender documents with the alternative requirements the Tenderer proposes. No alternative tender will be considered unless a tender free from qualifications is also submitted. Unless the alternative offer stipulates to the contrary, it shall be assumed that the period for completion of the Works shall be the same as for the original design.

Designs, calculations, drawings and a modified schedule of quantities (as determined hereafter) in respect of each alternative offer or design shall accompany the alternative tender offer and shall be endorsed fully by a third party registered engineer, accomplished in such specific field of practice.

5.4.2 Preliminary calculations

Preliminary calculations for an alternative design shall be submitted with the tender. Such calculations shall give adequate details so as to enable an assessment to be made of the general efficacy of the design and of its principal elements, also of the degree to which the design prescriptions and codes of the Employer are being complied with. The calculations shall be clear and in a logical sequence and shall clearly reflect all the design assumptions.

5.4.3 Preliminary drawings

Preliminary drawings of the alternative designs shall also be submitted with the tender. These drawings shall comprise adequate layout plans, elevations and sections and shall clearly illustrate the general efficacy of the design and its principal elements.

5.4.4 Quantities

Each alternative offer shall be accompanied by a modified priced schedule of quantities compiled in accordance with the specifications, in so far as it is applicable, which clearly shows the manner in which the price for the alternative offer has been determined and the items in the original schedule of quantities which fall away or are being changed. In addition to the schedule of quantities, a set of calculations shall be supplied to show how the quantities have been determined. All assumptions in regard to factors which will determine quantities shall be clearly and conspicuously marked by underlining or colouring, and shall indicate whether or not the assumptions have been based on information furnished in the Contract Data (with the necessary references).

5.4.5 Further details

Should the Employer's Agent find that the calculations and drawings submitted for alternative designs are not complete enough for proper adjudication of the alternative designs, the Employer reserves to itself the right to call on the Tenderer to submit such further calculations and drawings as may be required. If such further details are not submitted within ten days of having been requested, the alternative designs will not be given further consideration.

5.4.6 Preliminary adjudication of alternative designs

The preliminary evaluation for the tenderer will be **30 points** for Competency Achievements, with a minimum score of 50% (= 15 points) required for further consideration. The evaluation for the tender offer criteria for this contract will be Price **80 points**, and Specific Goals **20 points**.

The evaluation and adjudication of the tenders will be done by the Employer's Evaluation and Adjudication Committee.

The **amount** will be binding and if arithmetic errors occur, the **Rate** will be adjusted accordingly.

5.4.7 Acceptance of alternative design

The Tenderer shall note that the acceptance of a tender which includes alternative designs shall mean that the alternative designs have been approved in principle only. If the final calculations, drawings and details do not comply with the specified requirements, such alternative designs may be rejected, unless they are suitably amended by the Tenderer so as to be acceptable to the Employer.

5.4.8 Final drawings and calculations and the priced schedule of quantities

Where a tender with an alternative design has been accepted, the Contractor shall, not less than two months before he intends starting with the construction of such design, submit to the Employer's Agent a complete set of working drawings, detailed calculations and a complete schedule of quantities, for approval. The schedule of quantities shall be based on the preliminary schedule of quantities, but with the necessary adjustments in quantities and prices and with the tendered price for the alternative design being retained.

Within three weeks of having received the above, the Employer's Agent will indicate which drawings, calculations, quantities, prices and other particulars are acceptable to him and which not, with reasons furnished. The Contractor shall then submit to the Employer's Agent in good time any modified drawings and other particulars for approval, for which he will require two weeks. Any delay arising from the fact that the amended particulars do not meet the requirements shall be the responsibility of the Contractor.

No work which will be affected by an alternative design may be commenced, unless the drawings, schedule of quantities and prices for such alternative design have been approved. Should the Contractor fail to modify any drawings, calculations, quantities, prices or any other particulars to the satisfaction of the Employer's Agent, the alternative design will be rejected, and the original design shall be constructed for the same amount as has been tendered for the alternative design.

5.4.9 Responsibility for alternative design

The approval of a design by the Employer shall not in any way relieve the Tenderer of his responsibility to produce a design which conforms in all respects to all the specified requirements, and which will be suitable for the purpose envisaged.

Should it appear later during construction or during the maintenance period that the design does not conform to the specified requirements, the Contractor only, shall be liable for any damage arising there from and he shall, at his own expense, do all the necessary work to ensure that the Works conforms to all the specified requirements.

5.4.10 Indemnity

Once the alternative design has been approved, the Contractor shall indemnify and hold harmless the **30 points** Employer, its agents and assigns, against all claims howsoever arising out of the said design whether in contract or delict.

5.5 Submitting a Tender Offer (Cl. F2.13.1)

5.5.1 Whole of the Works (Cl. F.2.13.1)

Tenderers shall offer to provide for the whole of the Works identified.

5.5.2 Original tender documents (Cl. F2.13.3)

The original tender document, issued to the Tenderer, shall be submitted in its entirety. No copies are required.

5.5.3 Marking of Tender Submissions (Cl. F2.13.5)

The complete tender documents shall be enclosed and sealed in a single envelope, marked:

“WILLOWS INTERNAL STREETS – PHASE 2:

BID No: MLM/SCM/28/2025

CLOSING DATE: MONDAY, 24th FEBRUARY 2025 at 11h00”

The Employer’s address for delivery of tender offers to be shown on each tender submission package is the Tender Box located at:

**MARULENG MUNICIPALITY
64 SPRINGBOK STREET
PO BOX 627
HOEDSPRUIT
1380**

5.5.4 Two envelope system (Cl. F.2.13.6)

A two-envelope procedure will not be followed.

5.5.5 Closing time (Cl. F2.15)

The closing date for submission of tender offers is:

MONDAY, 24th FEBRUARY 2025 at 11h00.

Telegraphic, telephonic, telex, facsimile, e-mail, electronic and late tender offers will not be accepted.

5.5.6 Tender offer validity (Cl. F.2.16)

The tender offer validity period is **ninety (90) days** after tender closing date.

5.5.7 Clarification of tender offer after submission (Cl. F2.17)

Delete the last part of the second sentence, commencing with the word “and”. Furthermore, delete the last two sentences of Cl. F2.17.

Add the following sentence:

“The sum amount stated by the Tenderer shall be binding and the rate adjusted accordingly”.

5.5.8 Provide other Material (Cl. F2.18.1)

Upon request by the Employer, the Tenderer shall promptly supply any other material that has a bearing on the tender offer, the tenderer’s commercial position (including, where applicable, notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the Employer for the purpose of a full and fair assessment. Should the Tenderer not provide the information or material called for, by the time for submission stated in the Employer’s request, the Employer will regard the tender offer as being non-responsive.

5.5.9 Documentation/Certificates (Cl. F.2.23)

The following documentation/certificates are to be provided with this tender:

- a) Original valid Tax Clearance Certificate issued by South African Revenue Services,
- b) Compensation Fund registration certificate
- c) Certificate of Contractor Registration issued by the Construction Industry Development Board or a copy of the application Form for registration in terms of the Construction Industry Development Board Act (Form F006).
- d) Company registration certificate (CK).
- e) Certificate of good Standing with the Maruleng Municipality (where applicable) in terms of payments for municipal services.

IMPORTANT NOTE:

Failure to provide the required particulars as per the above listed certificates, implies a non-responsive tender and warrants rejection of the tender on account of non-compliance with the requirements of the Tender Data.

6.0 EMPLOYER'S UNDERTAKING

6.1 Opening of tender submissions (Cl. F3.4)

The time and location for the public opening of the tender offers are:

At the Maruleng Municipality Offices

6.2 Evaluation of tender offers (Cl. F3.11)

The evaluation and adjudication of the tenders will be done by the Maruleng Municipality Evaluation and Adjudication Committee as per set out statutes and mandates.

The procedure for evaluation of responsive tender offers will be in accordance with – Cost **80** points and Specific Goals **20** points.

The Employer's Preferential Procurement Policy applicable to this tender and based on the Preferential Procurement Policy Act, 2000 (Act No. 5 of 2000) is set out here-following:

Business Registration

Prospective tenderers shall be registered:

- (a) with the South African Revenue Services for all categories of taxes applicable to it.
- (b) with the Compensation Commissioner.
- (c) with the Construction Industry Development Board with grading of **6CE**.

6.3 Indemnity insurance to be a minimum of R 3,000,000.00.

6.4 CPA indices are to be in line with the latest SAFCEC figures on www.safcec.org.za (Contractual Affairs),

x = 0.1

a = 0.15 (labour)

b = 0.20 (plant)

c = 0.55 (materials)

d = 0.1 (fuel)

Base Month: the month preceding tender closure.

LIMPOPO PROVINCE: RURAL AREAS

6.5 The tenderer will be required to enforce the Environmental Management Plan as set out in the EIA Report.

6.6 The Employer undertakes to register the project with CIDB.

PORTION 1 - PART 2: SECTION 1

SCHEDULE OF RETURNABLE DOCUMENTS

1. GENERAL

This section refers to documents that are returned with this single document and constitute a tender. Whilst many of the returnables are required for the purpose of evaluating tenders, some will form part of the subsequent contract, as they form the basis of the tender offer. It is therefore of paramount importance that tenderers return all information requested.

2. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

The returnable schedules, listed here below, are contained in Section 2 of this Part 2 of the tender document, referenced “Appendix A”:

- A1: Certificate of Attendance to Site Clarification Meeting
- A2: Certificate of Authority of Signatory
- A3: Record of Addenda to Tender Documents
- A4: Demand Guarantee
- A5: Demand Guarantee for Materials and Equipment Not Yet Built into the Works
- A6: Schedule of Proposed Subcontractors
- A7: Insurance Statement
- A8: Certificate of Authority of Joint Venture
- A9: Tenderer Financial Information
- A10: Schedule of Experience: Road Works and Available Infrastructure and Resources
- A11: Schedule of Experience: Concrete Works and Available Infrastructure and Resources
- A12: Schedule of Key Personnel
- A13: Curriculum Vitae of Key Personnel
- A14: Compulsory Enterprise Questionnaire
- A15: Alterations by Tenderer
- A16: Preferencing Schedule
- A17: Competence Achievement Schedule Summary
- A18: Health and Safety Agreement

3. OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

3.1 Tax Clearance Certificate

- a) It is a condition of tender that any responsive tenderer demonstrates compliance with respect to tax obligations with the SARS, or that arrangements therefore have been made to the satisfaction of the Receiver of Revenue.
- b) The Form, Application for Tax Clearance Certificate (in respect of tenders), must be completed by the Tenderer in all respects 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 a period six (6) months from date of issue. This Tax Clearance Certificate

must be submitted in the original format with the tender, that is before the closing time and -date of the tender. Failure to submit an original and valid Tax Clearance Certificate with Pin may invalidate a tender.

- c) Each Party to a Consortium/Sub-Contractors must complete a separate Tax Clearance Certificate. Copies of the Application for Tax Clearance Certificate are available at any Receiver's Office.

3.2 Compensation Fund

The Tenderer is required to submit with his tender, proof of registration and good standing with the Compensation Fund.

3.3 Contractor Registration

The Tenderer is required to submit with his tender, proof of registration and grading with the Construction Industry Development Board.

4. OTHER SCHEDULES AND AFFIDAVITS THAT WILL BE INCORPORATED INTO THE CONTRACT

- 4.1 Offer and Acceptance
- 4.2 Contract Data
- 4.3 Schedule of Bills of Quantities
- 4.4 Drawings

PORTION 1 - PART 2: SECTION 2

A1:

CERTIFICATE OF ATTENDANCE OF SITE CLARIFICATION MEETING:

This is to certify that:

..... (Tenderer)

of

..... (Address)

was represented by the person(s) named below at the compulsory site clarification meeting held for all tenderers at:

..... (location) on (date), starting at

.....(time)

We acknowledge that the purpose of the meeting was to acquaint ourselves with the Site of the Works: **Willows Internal Streets – Phase 2 – Contract MLM/SCM/28/2025** and/or matters incidental to doing the work specified in the tender documents in order for us to take account of everything necessary when compiling our entire tender submission.

Particulars of person(s) attending the meeting:

Name:

Signature:

Capacity:

Name:

Signature:

Capacity:

NOTE: All particulars above this horizontal divide line to be filled in by the Tenderer **prior to** signature by Employer's/Engineer's representative.

Attendance of the above persons at the meeting is confirmed by the representative of Maruleng Municipality or ZAKUMI Consulting Engineers namely:

Full Name:

Capacity:

Signature:

Date:

A2:

CERTIFICATE OF 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.

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

A. Certificate for company

I,, (name) chairperson of the board of directors of

.....

..... (tenderer)

hereby confirm that by resolution of the board (copy attached) taken on (date)

Mr/Ms (name)

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.

As witnesses:

1.

Signature

.....
(Print Full Name & Surname)

2.

Signature

.....
(Print Full Name & Surname)

.....
Chairman: Tenderer Signature

.....
Date

.....
(Print Full Name & Surname)

B. Certificate of partnership

We, the undersigned, being the key partners in the business trading as

..... (tenderer)

hereby authorise Mr/Ms,

acting in the capacity of, to sign all documents in connection with

the tender for the Contract:

.....,

and any contract resulting from it on our behalf.

Name:	Address:	Signature:	Date:

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

C. Certificate for Joint Venture

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

.....(name)

to be authorised signatory of the firm

.....,

acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract

.....

and any contract resulting from it on our behalf.

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

Name of Firm	Address	Authorising	
		Signature	Name
Lead Partner:			

D. Certificate for sole proprietor:

I,, (name)

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

.....

As witnesses:

1.
Signature

2.
Signature

.....
(Print Full Name & Surname)

.....
(Print Full Name & Surname)

.....
Signature: Sole Owner

.....
Date

.....
(Print Full Name & Surname)

E. 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 the Contract:

.....and any contract resulting from it on our behalf.

Name	Address	Signature	Date

NOTE: This section is to be completed and signed by each and all of the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.

A3:

RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Procuring Department before the submission of this Tender Offer, amending the Tender Documents, have been taken into account in this Tender Offer:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

NOTE: Attach additional pages if more space is required.

.....
Signature

.....
Date

.....
(Print Full Name & Surname)

.....
Designation

Tenderer:

.....

.....

.....

A4:

DEMAND GUARANTEE

(Not to be completed at tender stage)

TO:
.....
.....
(whom the Contract defines as the Employer)

RE.: Demand Guarantee in respect of:
.....
Contract Number: **MLM/SCM/28/2025**
For construction of: **Willows Internal Streets – Phase 2**

I/We, the undersigned,
.....
and
.....
of
.....
(hereinafter referred to as the “**Guarantor**”)

address:
.....
.....

and acting on behalf of the Guarantor, hereby irrevocably undertake to pay you, the Employer, any sum or
sums not exceeding in total the amount of R *(in figures)*
.....

..... only *(in words - “the Guaranteed Amount”)* upon receipt by us of your demand
in writing accompanied by your written statement advising that the Contractor is in breach of his obligation(s) under the
Contract.

The Guarantor’s liability under this guarantee is principal in nature and is not subject to the Contract. The Guarantor’s
liability shall not be reduced, or in any way be affected by any alteration of the terms of the Contract, or any other
arrangements made between the Employer and Contractor.

The Guarantor will pay on demand and will not determine the validity of the demand or the correctness of the amount
demanded or become party to any claim or dispute of any nature which any party may allege.

The Guarantor will pay the amount demanded into the bank account to be notified by the Employer and against return
of this original guarantee by the Employer or the Employer’s duly authorised agent.

This guarantee is neither negotiable nor transferable, is restricted to the payment of a sum of money only and is limited
to the Guaranteed Amount.

This guarantee shall be irrevocable during the term of aforesaid Contract, and shall remain in place until the Contractor’s liabilities under the Contract have been discharged. The Guarantor reserves the right to withdraw from this guarantee at its entire discretion by giving the Employer 3 (three) months written notice of its intention to do so. The Employer may, however, claim under this guarantee during the mentioned notice period from the date that such notice is given. The Guarantor’s liability shall cease on expiry of the notice period and no further claims will be considered.

This original guarantee must be returned to the Guarantor by the Employer or the Employer’s duly authorised agent either:

- (a) on expiry of the guarantee; or
- (b) at the end of the notice period in the event of the Guarantor giving notice to withdraw from the guarantee; or
- (c) against payment of the Guaranteed Amount; or
- (d) on cancellation of the guarantee.

This guarantee shall be governed by the law of the Republic of South Africa.

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

.....
.....

THUS, DONE AND SIGNED AT: (place)..... 20.....

In the presence of the following:

AS WITNESSES:

on behalf of the **Guarantor** and duly authorised thereto

1.
Signature (Print Full Name & Surname)

2.
Signature (Print Full Name & Surname)

and

on behalf of the **Contractor** and duly authorised thereto

1.
Signature (Print Full Name & Surname)

2.
Signature (Print Full Name & Surname)

A5:

**DEMAND GUARANTEE FOR MATERIALS AND EQUIPMENT
NOT YET BUILT INTO THE WORKS:**
(not to be completed at tender stage)

TO:
.....
.....
(hereinafter referred to as the Employer)

RE.: Demand Guarantee in respect of the project:

For construction of: **Willows Internal Streets – Phase 2**
Contract Number: **MLM/SCM/28/2025**

I/We, the undersigned,
.....

and
.....

of
.....
(hereinafter referred to as the “**Bank**”)

address:
.....
.....

and acting on behalf of the Bank have been informed that.....

.....
(hereinafter called “the Contractor”) is your contractor under such Contract and wishes to receive payment in respect of manufacture or partial manufacture of equipment and/or materials brought in a ready state for despatch to the construction site, whether temporarily stored in the warehouse of the Contractor or on the Construction Site, for which the Contract requires him to obtain a guarantee.

We hereby irrevocably undertake to pay you, the Employer, any sum or sums not exceeding in total the amount of

R.....(in words)

.....
only, the “Guaranteed Amount” upon receipt by us of your demand in writing and your written statement stating:

- *that the Contractor has failed to deliver such equipment and/or materials when required or instructed to do so.*

The Bank's liability under this guarantee is principal in nature and is not subject to the Contract. The Bank's liability shall not be reduced, or in any way be affected by any alteration of the terms of the Contract, or any other arrangements made between the Employer and Contractor.

The Bank will pay on demand and will not determine the validity of the demand or the correctness of the amount demanded, or become party to any claim or dispute of any nature which any party may allege.

The Bank will pay the amount demanded into the bank account to be notified by the Employer.

This guarantee is neither negotiable nor transferable, is restricted to the payment of a sum of money only and is limited to the Guaranteed Amount.

This guarantee will lapse sixty (60) days after all the said equipment and/or materials have been built into the Works unless the Bank is, before the expiration date, advised in writing by the Employer of his intention to demand payment for such equipment and/or materials.

This original guarantee must be returned to the Bank by the Employer or the Employer's duly authorised agent either:

- *on expiry of the guarantee; or*
- *against payment of the Guaranteed Amount.*

This guarantee shall be governed by the law of the Republic of South Africa.

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

THUS, DONE AND SIGNED AT: (place), on..... 20.....

In the presence of the following:

AS WITNESSES:

on behalf of the **Bank** and duly authorised thereto

1.
Signature (Print Full Name & Surname)

2.
Signature (Print Full Name & Surname)

and

on behalf of the **Contractor** and duly authorised thereto

1.
Signature (Print Full Name & Surname)

2.
Signature (Print Full Name & Surname)

A6:

SCHEDULE OF PROPOSED SUB-CONTRACTORS

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

If we are awarded a contract, we agree that this notification does not change the requirement for us to submit the names of proposed Sub-Contractors in accordance with requirements in the Contract for such appointments. If there are not such requirements in the Contract, then your written acceptance of this list shall be binding between us.

	Name & address of proposed sub-contractor:	Nature of extent of work:	Previous experience with sub-contractor (Project Name and proof):
1.			
2.			
3.			
4.			

.....
Signature

.....
Date

.....
(Print Full Name & Surname)

.....
Designation

Tenderer:

.....

.....

.....

SUB-CONTRACTING UNDERTAKING

LETTER OF UNDERTAKING TO PERFORM AS A SUB-CONTRACTOR:

Contract Number:

From: (Name and address of Sub-contractor)

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

To: (Name and address of Contractor)

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

The undersigned undertakes to *perform work/provide services/supply goods in connection with the above Contract as a *close corporation/sole proprietor/partnership/company and is prepared to perform in connection with the above-named Contract as Sub-contractor to the Contractor, the following *work/provide the following services/supply the following goods: **(delete that which is not applicable)*

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

for an estimated amount of R (*figures*) excluding VAT, subject to the terms of any agreement made between us for the purpose of the Contract.

Signature:

Name:

Designation:

Date:

who duly warrants that he/she is authorised to sign this letter.

SUB-CONTRACTING UNDERTAKING

LETTER OF UNDERTAKING TO PERFORM AS A SUB-CONTRACTOR:

Contract Number: **MLM/SCM/28/2025**

From: (Name and address of Sub-contractor)

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

To: (Name and address of Contractor)

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

The undersigned undertakes to *perform work/provide services/supply goods in connection with the above Contract as a *close corporation/sole proprietor/partnership/company and is prepared to perform in connection with the above-named Contract as Sub-contractor to the Contractor, the following *work/provide the following services/supply the following goods: **(delete that which is not applicable)*

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

for an estimated amount of **R** excluding VAT, subject to the terms of any agreement made between us for the purpose of the Contract.

Signature:

Name:

Designation:

Date:

who duly warrants that he/she is authorised to sign this letter.

A7:

INSURANCE STATEMENT

TENDERER’S DECLARATION OF INSURANCES

I/We hereby declare that the insurances enumerated below have been effected by me/us.

I/We further declare that all premiums in respect of the insurances are fully paid up to date.

Cover Effected	Insurer & Policy Number	Expiry Date	Limits of Indemnity/Sums Insured	Deductibles:
Contractor's All Risks:				
Occupational Injuries & Diseases:				
Unemployment Insurance:				
Motor Vehicle Insurance:				
Other:				

We submit herewith a letter of good standing from the Workman’s Compensation Commissioner in respect of Occupational Injuries and Diseases Insurance.

Tenderer:

.....

.....

.....

.....
Signature of Tenderer

.....
Date

.....
(Print Full Name & Surname)

.....
Designation

A8:

CERTIFICATE OF AUTHORITY FOR JOINT VENTURE:

(this Returnable Schedule is to be completed by joint ventures.)

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorised Mr/Ms

.....,

authorised signatory of the company:

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

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

A9:

TENDERER FINANCIAL INFORMATION:

This information sheet has to be filled in by the financier of the Tenderer, duly signed and stamped on behalf of the financial institution he represents before closing date of the tender.

Tenderer / Tender Details

Tender Description:

.....

.....

Contract Period:

Name of Tenderer:

.....

Bank Account Number:

Tendered Amount:

Demand Guarantee will be provided by this Bank: YES NO

If yes, state amount of Demand Guarantee: R

Financial Institution

Name of Commercial Bank:

Branch:

Name of Bank Manager:

Telephone Number:

I / We acting on behalf of the above Commercial Bank confirm that:

.....

....., (*Tenderer*)

has operated an account with us for the last years.

We have been requested to provide a bank rating based in relation to the financial capability of the Tenderer, taking into account directives set out in the following two tables.

Financial Capability:

Maximum value of contract that the Tenderer is considered capable of:	Value on which Bank Rating must be used:
Up to R 300,000.00	R 24 000.00
R 1 000 000.00	R 78 000.00
R 3 000 0000.00	R 240 000.00
R 5 000 0000.00	R 480 000.00
R 10 000 0000.00	R 900 000.00
R 30 000 0000.00	R 2 400 000.00
R 100 000 0000.00	R 7 800 000.00

Bank Rating:

Bank Code	Description of Bank Code
A	Undoubted for the amount of enquiry
B	Good for the amount of enquiry
C	Good for the amount quoted if strictly in the way of business
D	Fair trade risk for amount of enquiry
E	Figures considered too high
F	Financial position unknown
G	Occasional dishonours
H	Frequent dishonours

The value on which our Bank Rating of the Tenderer is based is **R**

(in words)

.....

Bank Rating Code:

.....
Signature: Manager of Financial Institution

.....
Print Name

.....
Date

STAMP OF INSTITUTION:



A10

SCHEDULE OF EXPERIENCE: WATER SUPPLY INFRASTRUCTURE - (ROAD WORKS), AVAILABLE PLANT AND EQUIPMENT:

Tenderer’s ROAD Works Experience, Plant and Equipment

The Tenderer must list below previous work experience completed in relation to ROAD projects of more than 75mm diameter, all the items of major plant and equipment which s/he guarantees will provide on-site in perfect working order for the Works.

The Tenderer’s lists of equipment and plant shall be provided with confirmation of ownership of such unless specifically endorsed herein to the contrary as “hired” or “hire purchase”.

Schedule of tenderer’s previous works executed:

(provide at least five contactable previously completed ROADS infrastructure projects and references):

Employer/Engineer (contact person) and telephone numbers	Detailed Summary Description of Project Works	Value of work involved inclusive of VAT (Rand)	Date completed

Plant and Equipment: owned by tenderer

This Schedule must be accurately completed. Phrases such as '*adequate equipment will be provided*', will not be accepted.

Quantity	Description, size, capacity etc	Reg No: (where available)

Plant and Equipment: to be hired or acquired by tenderer for this contract if my/our tender is acceptable:

Quantity	Description, size, capacity etc	Reg No: (where available)

Declaration of truthfulness of the above:

.....
Signature of Tenderer

.....
Date

.....
(Print Full Name & Surname)

.....
Designation

A 11:

SCHEDULE OF EXPERIENCE (ROAD WORKS), AVAILABLE INFRASTRUCTURE AND RESOURCES:

Tenderer’s Reinforced Concrete Works Experience, Plant and Equipment

The Tenderer must list below previous work experience completed in relation to reinforced concrete works projects, all the items of major plant and equipment which s/he guarantees will be provided on site in perfect working order for the Works.

The lists of items of Equipment shall provide the Tenderer’s warranty of ownership of such Plant unless specifically endorsed herein to the contrary as “hired” or “hire purchase”.

This Schedule must be accurately completed. Phrases such as ‘adequate equipment will be provided’, will not be accepted.

Schedule of tenderer’s previous works executed: *(provide five contactable references):*

Employer & Engineer (contact person) and telephone numbers	Description of contract/works	Value of work inclusive of VAT (Rand)	Date completed

A 12:

KEY PERSONNEL

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 utilize on the Works, including key personnel which may have to be brought in from outside if not available locally.

Category of Employee	Number of Persons					
	Key Personnel, Part of the Contractor's Organisation		Key Personnel to be imported if not available locally		Unskilled Personnel to be recruited from local community	
	HDI	NON-HDI	HDI	NON-HDI	HDI	NON-HDI
Project Managers Site Agents:						
Foremen, Quality Control and Safety Officer/Personnel:						
Technicians, Surveyors, etc:						
Artisans and other Skilled Workers:						
Plant Operators:						
Unskilled Workers:						
Others:						
.....
.....
.....
.....
.....

Signature:
(of person authorised to sign on behalf of the Tenderer)

Date:

A 13 (a):

**SUMMARY OF CURRICULUM VITAE OF KEY PERSONNEL:
PROJECT MANAGER:**

Name:	Date of birth:
Profession:	
Qualifications:	
Professional Registration Number:	
Name of Employer (firm):	
Current position:	Years with firm:
Employment Record:	
Project Experience Record Pertinent to tendered project/position:	

Certification:

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

.....
(Signature of person named in the Schedule)

.....
Date

A 13 (c):

**SUMMARY OF CURRICULUM VITAE OF KEY PERSONNEL:
SITE FOREMEN**

Name:	Date of birth:
Profession:	
Qualifications:	
Professional Registration Number:	
Name of Employer (firm):	
Current position:	Years with firm:
Employment Record:	
Project Experience Record Pertinent to tendered project/position:	

Certification:

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

.....
(Signature of person named in the Schedule)

.....
Date

A 14:

COMPULSORY TENDERER QUESTIONNAIRE:

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record of service of the state

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

- | | | |
|---|--------------------------|--|
| (a) a member of any municipal council | <input type="checkbox"/> | an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| (b) a member of any provincial legislature | <input type="checkbox"/> | a member of an accounting authority of any national or provincial public entity |
| (c) a member of the National Assembly or the National Council of Province | <input type="checkbox"/> | an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | <input type="checkbox"/> | |
| <input type="checkbox"/> an official of any municipality or municipal entity | <input type="checkbox"/> | |

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

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

*Insert separate page if necessary

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

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

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

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

*insert separate page if necessary

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;
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed:

Date:

Name:

Position:

WITNESSES:

1.
Signature

.....
(Print Full Name & Surname)

2.
Signature

.....
(Print Full Name & Surname)

A 16:

Preferencing Schedule:

Preference Points shall be applied based on the **MBD 6.1 Forms attached**. Please complete the MBD 6.1 Form accordingly to qualify for the Specific Goals Points allocation:

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 Applicable Preference Point System

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 or 90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt	=	Price of tender under consideration
Pmax	=	Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such. Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of Points Allocated (80/20 system) (To be completed by the organ of state)	Number of Points Claimed (80/20 system) (To be completed by the tenderer)
Black ownership	6	
Women	3	
People living with disability	2	
EME or QSE	2	
Youth	3	
Enterprises located in Gauteng Province – Within Gauteng = 2 Within West Rand = 4	4	
Total	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. Type of Company/ Firm

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

[Tick applicable box]

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

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

business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

- (e) forward the matter for criminal prosecution, if deemed necessary.

Signature:

Full Name & Surname:

Duly authorised to sign on behalf of:

.....(tenderer)

Telephone:

Email:

Fax :

Date :

A 17

COMPETENCE ACHIEVEMENT/FUNCTIONALITY SCHEDULE:

TABLE A17.1: REPUTATION AND REFERENCES:

TARGETED GOALS: (A 11 <i>must be completed</i>) Project details of 5 successfully implemented Roads & Concrete Works projects:	TENDERED GOAL	POINTS CLAIMED BY TENDERER	ALLOCATED POINTS
1	1.0		
2	1.0		
3	1.0		
4	1.0		
5	1.0		
SUB-TOTAL: Tenderer Reputation and References	5.0		

TABLE A17.2: FINANCIAL REFERENCES:

TARGETED GOALS: (A 9 <i>must be completed</i>)	TENDERED GOAL	POINTS CLAIMED BY TENDERER	ALLOCATED POINTS
1 Tenderer submitted banking details and proof attached	1.0		
2 Registered financial institution's full details as guarantor in the amount of 10% as specified for surety purposes shall be submitted	1.0		
3 Bank Rating "C" or better	3.0		
SUB-TOTAL: Tenderer Financial References	5.0		

TABLE A17.3: TENDERER and REPRESENTATIVES EXPERIENCE:

TARGETED GOALS: <i>(Reference to Schedule A 13 must be completed)</i>		TENDERED GOAL	POINTS CLAIMED BY TENDERER	ALLOCATED POINTS
1.0	Project/Contract Manager has 5 years in roads, concrete, and related works <i>(Reference to Schedule A 13a)</i>	4		
2.0	Site Agent has 5 years in Roads, concrete, and related works <i>(Reference to Schedule A 13b)</i>	3		
3.0	Foreman has 5 years in roads and concrete related works <i>(Reference to Schedule A 13c)</i>	2		
4.0	Firm's Safety Officer/Representative has valid OHS qualifications and proof are attached	2		
5.0	Firm's experience roads, concrete works and related works construction Projects during the past five years <i>(Reference to Schedule A 11.)</i>	4		
SUB-TOTAL: Tenderer & Representatives Experiences		15.00		

TABLE A17.4: TENDERER CONSTRUCTION PLANT AND EQUIPMENT:

TARGETED GOALS: <i>(Reference to Schedule A 10: must be completed.)</i>		TENDERED GOAL	POINTS CLAIMED BY TENDERER	ALLOCATED POINTS
1	Excavator	0.5		
2	Truck(s)	1.0		
3	Mechanical vibrating equipment: man operated (poker, vibrator)	0.5		
4	Compaction equipment (500kg vibrating roller and hand held trench compactors)	0.5		
5	Concrete mixer (minimum 8m ³ per hour capacity)	0.5		
6	Site transport (bakkie-s)	1.0		
7	Water cart (s) & capacity	1.0		
SUB-TOTAL: Plant and Equipment		5.0		

TABLE A17.5: SUMMARY OF ADJUDICATION COMPETENCE ACHIEVEMENTS:

NB: Please note that a tenderer who does not achieve a minimum of 50 % or 15 points will not be evaluated further.

TARGETED GOALS:		TENDERED GOAL	POINTS CLAIMED BY TENDERER	ALLOCATED POINTS
COMPETENCE GOALS	Reputation and References: Table A 17.1	5		
	Financial References: Table A 17.2	5		
	Experience: Table A 17.3	15		
	Plant and Equipment: Table A 17.4	5		
SUB-TOTAL : Competences Achievement		30		

Supply Chain Policy using 80/20-point system: (tenderer to fill: “points claimed by tenderer column” only)

		MAXIMUM POINTS TO BE ALLOCATED	POINTS CLAIMED BY TENDERER	ALLOCATED POINTS	CUMMULATIVE TOTAL:
PRICE	PRICE	80			
	SUB TOTAL A	80.00			
PREFERENCE POINTS	SPECIFIC GOALS	20			
	SUB TOTAL B	20.00			
GRAND TOTAL		100.00			

A 18:

Health and Safety Agreement:

MEMORANDUM OF AGREEMENT CONCLUDED BY AND BETWEEN:

MARULENG MUNICIPALITY
(here-in-after referred to as the “EMPLOYER”)

herein represented by:

in his capacity as:

of the Municipality, he being duly authorised thereto and;

.....

.....

(here-in-after referred to as the “CONTRACTOR”)

Here-in represented by:

in his capacity as:

of the Contractor, he being duly authorised thereto

WHEREAS:

1. The Municipality and the mandatory entered into a written, on the..... (day) of
.....(month) 20.....in terms of which the
Contractor undertook to carry out the following works for the Municipality: **Willows Internal Streets – Phase 2**
(the said contract work is hereinafter referred to as “the Works”)
2. The Occupational Health and Safety Act, Act 85 of 1993 as amended (hereinafter referred to as “**the Act**”) contains amongst others certain provisions with regard to the health and safety of people at work and in connection with the usage of plant and machinery, as well as the protection of other persons than persons at work against hazards to health and safety that originates from or in connection with the activities of persons at work.
3. Section 37(2) of the Act makes provision for the exclusion by the parties, by way of a written agreement, of supposition and accompanying liability of the Municipality as stipulated in section 37(1) of the Act.
4. The parties have reached consensus with regard to the terms and conditions to which they agree in terms of the provisions of section 37(2) of the Act.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS

**1.
WRITTEN AGREEMENT**

The parties herewith agree in terms of section 37(2) of the Act on the arrangements and procedures that must be followed to ensure compliance with the provisions of the Act by the Mandatory.

**2.
ACKNOWLEDGEMENT BY THE CONTRACTOR**

The contractor acknowledge herewith that s/he is fully acquainted with the contents of the Act, as well as with all regulations and SABS codes of practice that have been made in terms of section 43 of the Act.

**3.
UNDERTAKING BY CONTRACTOR**

- (a) The contractor hereby undertakes and binds himself to the Municipality to ensure prompt and strict compliance with the provisions of the Act and the said regulations as well as with the provisions included in this Safety Agreement at all times during the execution of the Works
- (b) It is hereby recorded that the provisions of this Safety Agreement as set out hereinafter are in no way intended to restrict the duties of the Mandatory, nor to exempt the Mandatory from his obligation in accordance with the Act and the said regulations

**4.
PERSONAL PROTECTIVE EQUIPMENT**

- (a) It is compulsory to wear equipment for eye protection when working in an eye protection zone or where the Work requires eye protection.
- (b) It is compulsory to wear safety helmets when working in a safety helmet zone or where the Work requires safety helmets.
- (c) It is compulsory to wear hearing protection when working in a noise zone or where the Work requires hearing protection.
- (d) The wearing of other protective clothing and equipment as prescribed by the Occupational Health and Safety Act is compulsory.
- (e) The Mandatory shall ensure that the statutory requirements are complied with at all times.

**5.
FENCING AND GENERAL MACHINERY PROTECTION**

No shield or fencing may be removed from or be moved at any machinery or installation without written permission.

**6.
SCAFFOLDING, LADDERS, TOOLS, ET CETERA**

The Contractor without the written permission of the Municipality may use no equipment or tools that belong to the Municipality.

Except where agreed beforehand the Contractor shall provide enough tools and equipment to enable him to complete the Works and the Contractor shall provide all storerooms, offices and eating halls that he may need. The Contractor will be responsible for all his material on site.

In special cases where the Municipality may lend equipment, tools or materials to the Contractor, the Contractor will use such equipment, tools and/or materials at his own risk and the Contractor herewith indemnifies the Municipality against any liability of whichever nature or from any cause whatsoever, whether direct or indirect, that may arise from such usage.

7.

SERVICES AND WORKING METHODS

The written permission of the Municipal Manager shall be obtained where any work which must be undertaken by the Mandatory is connected with a working process or machinery or any other service in connection therewith, or may possibly affect it, before he commences with such work.

Approval shall be obtained from the Electrical Engineer of the Municipality or responsible Authority before any equipment is connected to the electrical supply of the Municipality/Authority. All equipment shall be isolated before any equipment is connected to the electrical supply of the Municipality. It shall be isolated and be provided with earth leakage protection. Electrical machinery, portable electrical tools and portable lights must comply with the requirements of the applicable regulations.

Work permits must be issued in terms of the Occupational Health and Safety Act and Regulations when the nature of the work requires it. Permits must be issued by the relevant departmental head where necessary.

8.

EXCAVATIONS

Written permission for excavations shall be obtained from the Technical Manager of the Municipality and the Mandatory shall make sure of the existence and position of electrical cables, discharge pipes, gas lines, water conduits, etc before he commences with any excavation work.

All excavations and obstructions and/or any openings in platforms or floors shall be enclosed in a safe way and warning notices shall be erected to ensure absolute safety. An adequate number of red or orange caution lights shall be provided when it is dark or should bad light prevail.

The area surrounding excavations shall be kept in a safe, orderly and tidy condition. No loose material of whatever nature may be left in walkways or workplaces or be allowed to block walkways or workplaces.

Nobody may enter into any restricted area in which hazardous fumes or a shortage of oxygen exists without a permit giving permission to do so, issued by the head of the relevant department of the Municipality and until it has been certified safe for entrance by the Occupational Health and Safety Officer and the Health Inspector of the Municipality.

9.

RESTRICTION TO WORK PLACE

Employees of the Contractor shall be restricted to their workplaces except when they have to leave their area for work purposes or when they visit toilets.

10.

SUBCONTRACTORS

The Mandatory shall ensure that all subcontractors receive a copy of this safety agreement and must ensure they comply with it.

11.

OCCUPATIONAL HEALTH AND SAFETY OFFICER AND THE REPORTING OF ALL ACCIDENTS

The Occupational Health and Safety Officer of the Municipality will be available for consultation, and s/he will make periodical visits to the workplace of the Mandatory. Any hazardous occurrence or incident to the employees of the Contractor that results in absence from work for a period longer than three days shall be reported in writing to the Occupational Health and Safety Officer of the Municipality within forty eight hours as well as to the Department of Labour as specified by the Act. Every user, employer, occupier, builder, or excavator must, under this Act, keep record of all accidents that occur.

In the case of an accident that results in loss of life, nobody may disturb the scene of the accident, or any articles involved in the accident prior to the arrival of the Occupational Health and Safety Officer and the Inspector, unless it is to prevent another accident from happening or the prevention of loss of life or to remove corpses.

The Occupational Health and Safety Officer will issue contravention notices to the Contractor or a sub-contractor when there is a non-compliance and will specify the time in which it must be rectified.

The Occupational Health and Safety Officer will issue work stop notices to the Contractor or sub-contractor whenever he is of the opinion that the health and safety of any person at work is threatened or that the contravention notices are not adhered to.

12. FIRST AID

Where five or more persons are employed at a workplace, the Contractor shall provide and maintain an adequately equipped first-aid box that meets the following requirements.

- (a) Every first-aid box shall contain the minimum contents as prescribed by the Occupational Health and Safety Act.
- (b) Nothing except articles and equipment required for first-aid purposes may be kept in the first-aid box.
- (c) Each first-aid box shall be kept in a place readily accessible in case of an accident.

All first-aid boxes shall be placed under control of a responsible person except where five or less persons are at work. The responsible person must be in the possession of a valid first-aid certificate issued by one of the following organisations:

- A South-African Red Cross Society
- B St. John's Ambulance Foundation
- C South-African First-Aid League

A notice indicating where the first-aid box is kept as well as the name of the person in charge, shall be affixed in a conspicuous place. The first-aid facilities of the Municipality may be used during emergencies.

13. FIRE PREVENTION MEASURES AND STORAGE OF FLAMMABLE MATERIAL

The Fire department of the Municipality shall be notified before any welding, oxyacetylene welding, cutting, burning of paint or tar from floors or roofs is undertaken so that the necessary fire prevention measures can be arranged. All "NO SMOKING AND OPEN SURFACE FIRES/LIGHTS PROHIBITED" notices shall be adhered to. The Mandatory and his senior employee shall acquaint themselves and their fellow workers with the fire prevention measures of the Municipality, which will also include fire alarm notices and exits in case of fire, and they shall ensure that these rules are strictly complied with.

14. COMPLETION OF WORKS

Before the Contractor or his sub-contractors leaves the site they shall inform the Head of the relevant Department of the Municipality and obtain his/her written approval that the work has been completed satisfactory and that the site of the work is left in a good condition.

15. SALVAGED MATERIAL AND EQUIPMENT

Any building demolished or equipment or materials that are salvaged whilst carrying out the work shall remain the property of the Municipality, unless the contract specifically provides otherwise.

16. BREAKING OF THESE RULES AND POOR CONDUCT

The Contractor is warned that no behaviour that causes danger to their own employees, to the employees of the Municipality or general public will be tolerated. The Occupational Health and Safety Officer of the Municipality reserves the right of the withdrawal of any employees of the Contractor or Municipality from the premises in the case of any default or breach of the agreement and to order that the completion of the work be stayed, pending compliance with this agreement; alternatively to cancel the agreement referred to in par.2 in which event the Municipality will be entitled to appoint an alternative contractor to complete the work and recover the costs thereof from the mandatory, without prejudice to any alternative or additional right or action or remedy to the Municipality, to recover from the mandatory damages for the default or breach and the cancellation.

The senior employees of the Contractor shall sign a note of acknowledgement of this safety agreement to certify that they have received the regulations as included herein and that they understand the regulations

**17.
INTOXICATION**

Nobody that is in a state of intoxication or that is in any other condition that causes or may cause his/her incapability to control him/herself or persons under his control may and shall not be permitted on the premises of the Municipality. The Occupational Health and Safety Officer of the Municipality reserves the right to the withdrawal of any employees of the Mandatory or Municipality from the premises in the case of any transgression of this nature.

**18.
CONFIDENTIALLY**

The Contractor shall at all times treat data and information that have been made known to him or that he requires in connection with his work from the Municipality as confidential and he may not make unauthorised use thereof. He must also ensure that such data and information are not communicated to anybody else that is not an employee of the Mandatory without obtaining prior written approval from the Municipality and he must further ensure that such persons do in fact know that the said information is confidential and that they are obliged to treat it as such.

The Contractor shall provide for adequate physical protection for any confidential documents, sketches etc that he receives from the Municipality in connection with the work as well as for any copies thereof that he makes. He shall hand back all documents sketches and copies thereof to the Municipality upon completion of the work, or earlier, if so requested by the Municipality. The Contractor shall inform the Municipality immediately should any such documents or sketches become lost.

**19.
INDEMNIFICATION BY THE CONTRACTOR**

The following conditions will be applicable to the Contractor:

- (a) The Contractor is liable and herewith indemnifies the Municipality irrevocably and in full against any claim for loss or damage to property or arising from death or injury of any person and any associated loss or damage suffered, and against all lawsuits, claims, demands, costs, expenses, and charges that may arise when the said occurrences are caused on purpose or through the negligence, violation of legal obligations or failure by the Mandatory or its employees.
- (b) Whenever any of the employees of the Municipality is busy with work to, or with the supply of material that will be used during the execution of the work by the Contractor, or otherwise busy with work under the instruction and supervision of the Mandatory, in as far as they may be negligent or fail to do there duty, they will be regarded as employees of the mandatory
- (c) All installations, equipment, hoisting-apparatus and other implements, scaffolding, ladders, material, etc that are borrowed from the Municipality by the Contractor for usage during the execution of the work, will be used entirely at the risk of the Contractor or employees of the Contractor and the Mandatory herewith indemnifies the Municipality irrevocably and in full against any liability that may arise from such usage.

**20.
AMENDMENTS MUST BE IN WRITING**

The parties agree herewith that this safety agreement is the only safety agreement between them and that no amendment thereof will be valid unless it is in writing and signed by both parties.

**21.
JURISDICTION AND LEGAL COSTS**

In the event of any legal action being instituted pertaining to this agreement the party in default or breach will be liable for the other party’s legal costs on the scale as between attorney and own client and the parties consent to the jurisdiction of the magistrate’s court for purpose of any legal action being instituted.

PARTICULARS OF THE CONTRACTOR

Contractor:

Director::

Designation:

Name of Business:

Address of Business:

.....

Tel number: (h) (w).....

Fax number: e-mail:

Number of employees employed:

Registration number as allocated to the Contractor by the Workman's Compensation Commissioner

Date allocated:

THE CONTRACTOR:

Thus done and signed on this:.....day of20.....

As witnesses:

(Signature)(Name & Surname)

(Signature)(Name & Surname)

THE MARULENG MUNICIPALITY:

Thus done and signed on this:.....day of20.....

As witnesses:

(Signature)(Name & Surname)

(Signature)(Name & Surname)

Acknowledgement of receipt of the agreement:

.....
THE CONTRACTOR: (Signature)

PORTION 2: AGREEMENTS:

(This section must be duly completed by the Tenderer before submitting the Tender)

PART 1: SECTION 1:

FORM OF OFFER AND ACCEPTANCE

1. OFFER

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

Contract Name: **Willows Internal Streets – Phase 2**

Contract Number: **MLM/SCM/28/2025**

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

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

The offered total of the prices inclusive of value-added-tax is

.....

.....(amount in words);

R..... (amount in figures).

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

For the Tenderer:

Signature:

Print Name:

Designation:

Name and address of Tenderer:

.....

.....

Signature of **witness** Date:

Print Full Name & Surname:

2. ACCEPTANCE

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

The terms of the contract are contained in:

Part 1: Agreements and Contract Data (which include this Agreement)

Part 2: Pricing Data

Part 3: Scope of Work

Part 4 Site Information and Drawings

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto, 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, which shall be signed by the authorized representative(s) of both parties.

The Tenderer shall, within 14 days of receiving a completed copy of this Agreement (including the Schedule of Deviations, if any), contact the Employer's Agent (as given in the Contract Data) to arrange the delivery of 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 fulfil any of the 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). This agreement shall constitute a binding contract between the parties.

For the Employer:

Signature:

Print Name:

Capacity:

For the Employer:

.....

.....

(Name and address of **Employer**)

Signature of **witness** Date:

Print Full Name & Surname

3. SCHEDULE OF DEVIATIONS

- 3.1 The extent of deviations from the tender documents issued by the Employer before the tender closing date is limited to those permitted in terms of the Conditions of Tender.
- 3.2 A tenderer’s covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, be the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
- 3.3 Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents, and which it is agreed by the Parties becomes an obligation of the contract, shall also be recorded here.
- 3.4 Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final Contract.
 - 3.4.1 Subject
 - Details
 - 3.4.2 Subject
 - Details
 - 3.4.3 Subject
 - Details

By the duly authorized representatives signing this Schedule of Deviations, the Employer and the Contractor 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 Contractor and the Employer in concluding this process of offer and acceptance; in witness thereof the parties hereto have caused this agreement to be executed.

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 Contractor 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)

Print Name(s)

Capacity

Name and address of Tenderer

.....

.....

Signature of **witness** Date:

Print Name & Surname

For the Employer:

Signature:

Print Name:

Capacity:

Name of the Employer:

.....

.....
(Address of **Employer**)

Signature of **witness** Date:

Print Full Name & Surname

4. CONFIRMATION OF RECEIPT

The Contractor, identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule

of deviations, on the(day) of (month) 20.....(year)

at(place).

For the Contractor:

.....
(Signature)

.....
(Print Full Name & Surname)

.....
(Capacity)

For the Contractor's Witness:

.....
(Signature)

.....
(Print Full Name & Surname)

PORTION 2: CONTRACT

(This section must be duly completed by the Tenderer before submitting the Tender)

PART 1: SECTION 2: CONTRACT DATA

1. CONDITIONS OF CONTRACT

The conditions of contract are the General Conditions of Contract for Construction Works (3rd Edition 2015) published by the South African Institute of Civil Engineering, Private Bag X200, Halfway House, 1685, telephone: 011 805 5947, fax: 011 805 5971, email: civilinfo@saice.org.za, and <http://www.saice.org.za>.

The General Conditions of Contract make several references to the Contract Data. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

Where applicable, items of data given here below are cross-referenced to the sub-clause in the General Conditions of Contract to which it applies.

2. AMPLIFICATIONS OF THE GENERAL CONDITIONS OF CONTRACT

2.1 General

The following clauses amplify the General Conditions of Contract and highlight areas in this document that require specific attention.

2.2 Data Provided by the Employer

2.2.1 Employer (CI: 1.1.1.15)

The Employer is “Maruleng Municipality”

2.2.2 Delivery of Notices to the Employer (CI:1.2.1.2)

The Employer’s address for receipt of communications is :

Address: 64 Springbok Street, HOEDSPRUIT, Limpopo Province, 1380
Postal: P. O. Box 627, HOEDSPRUIT, Limpopo Province, 1380
Telephone: (015) 793 2409/237
Fax: (015) 793 2341

2.2.3 Engineer (CI: 1.1.1.16)

The Engineer is any Director or Professional Engineering Personnel appointed by ZAKUMI Consulting Engineers (Pty) Ltd to fulfil the functions of the Engineer in terms of the Contract Data.

2.2.4 Delivery of Notice to Engineer (CI: 1.2.1.2)

The Engineer’s address for receipt of communications is:

Address: ZCE House, 21 Compensatie Street, CDB, POLOKWANE, Limpopo Province, 0699
Postal: P. O. Box 3154, POLOKWANE, Limpopo Province, 0700
Telephone: (015) 023 0082
E-mail: admin@zce.co.za

2.2.5 Day (CI: 1.1.12)

The special non-working days are statutory holidays and the year-end break period starting ± 15th December, in the particular year to ± 07th January inclusive, in the following year.

2.2.6 Governing Law (CI: 1.3.2)

The governing law is the law of the Republic of South Africa.

2.2.7 Guarantee (CI: 6.2.1)

- The Demand Guarantee shall be in the form appended to the Contract Data.
- The guaranteed amount of the Demand Guarantee shall be **ten percent** of the Contract Price.
- The Demand Guarantee shall be delivered to the Employer within **21 days** after the Commencement Date.

2.2.8 Commencement of the Works (Cl: 5.2)

The Contractor shall commence executing the Works within **14 days** of the Commencement Date/Site handover.

2.2.9 Programme of the Works and Supporting Documents (Cl: 5.3.1 & 5.6.1)

The Contractor shall deliver to the Engineer, within **21 days** calculated from the Commencement Date/Site Handover, a realistic initial programme in terms of clause 5.6.2.

SPECIAL

- a) The minimum local labour intensity target is% of the tender sum
- b) The minimum local SMMEs target is% of the tender sum

2.2.10 Information in respect of Employees (Cl: 4.10.2)

The Contractor shall deliver to the Engineer, on a monthly basis, a return in detail of supervisory staff and the number of categorized classes of labour employed each day for the said period by the Contractor for execution of the Contract. Such return shall be submitted on or by the scheduled monthly progress review dates.

Payment for labour-intensive component of the works

Payment for works identified in the Scope of Works as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict

Linkage of payment for labour-intensive component of works to submission of project data

The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframe stipulated by the Employer. The contractor's invoices shall not be paid until all pending labour information has been submitted.

Applicable Labour Laws

The current Ministerial Determination (also downloadable at www.epwp.gov.za), Expanded Public Works Programmes, issued in terms of the Basic Condition of Employment Act of 1997 by the Minister of Labour in Government Notice, shall apply to works described in the scope of work as being labour-intensive and which are undertaken by unskilled workers.

2.2.11 Information in respect of Construction Equipment (Cl: 7.1)

The Contractor shall deliver to the Engineer, on a monthly basis, a detailed inventory of Construction Equipment kept on Site, full particulars given for each day of the month. Distinction shall be made between Owned Equipment and Hired Equipment as well as Equipment in working order and Equipment out of order. Such inventory shall be submitted on or by the scheduled monthly progress review dates.

2.2.12 Special Risks Insurance (Cl: 8.6.1.2)

A Coupon Policy for Special Risks **is required**.

2.2.13 Liability Insurance (Cl: 8.6.1.3)

The minimum limit of indemnity for liability insurance required is **R 3,000,000.00**.

2.2.14 Time for Practical Completion (Cl: 1.1.1.14)

The whole of the Works shall be completed within three **(3)** months, calculated from the Commencement Date/Site Handover Date.

2.2.15 Penalty for Delay (CI: 5.13.1)

The penalty for failure to complete the Works is 0.025% of the contract value **per calendar day**.

2.2.16 Contract Price Adjustment

The formula and conditions set out in the Contract Price Adjustment Schedule (GCC 2015) shall apply. The values of variables and co-efficients are:

$$x = 0.1$$

$$a = 0.15 \text{ (labour)}$$

$$b = 0.20 \text{ (contractor's plant/equipment)}$$

$$c = 0.55 \text{ (materials other "special material")}$$

$$d = 0.1 \text{ (fuel)}$$

Base Month: the month preceding tender closure.

Limpopo Province: the urban area nearest to the site is Polokwane

2.2.18 Percentage Limit on Materials (CI: 6.10.1.5)

The percentage limit on materials not yet built into the Permanent Works is **80 per centum**.

2.2.19 Percentage Retention (CI: 6.10.3)

1. The percentage retention on amounts due to the Contractor is **10 per centum**.
2. The limit of retention money is **10 per centum** of the Contract Price

2.2.20 Retention Money Guarantee (CI: 6.2.1)

A Retention Money Guarantee is permitted.

The form approved by the Employer, referred to in Clause 6.2.1 is contained in the Contract Data.

2.2.21 Defects Liability Period (CI: 1.1.1.13)

The Defects Liability Period is **12 calendar months** from date of practical completion commissioning.

2.2.22 Limit on Retention (CI: 6.10.5)

The limit on retention will be 5% of the Contract Price during the defects liability period.

2.2.23 Settlement of Dispute (CI: 10.4)

Disputes are to be resolved by **mediation**.

2.2.24 Reference to Court (CI: 10.10.3)

Disputes are to be referred for **final settlement to Court**.

2.2.25 Health and Safety Plan: (CI: 5.3.1)

The contractor is to submit a relevant health and safety plan within 14 days of appointment.

2.2.26 Latent Defects Liability Period (CI: 5.16.3)

The latent defects liability period will be 10 years for civil works and 5 years for building works.

2.3 Data Provided by the Contractor

2.3.1 Contractor (CI: 1.1.1.9)

The Contractor is

.....

2.3.2 Delivery of Notices to the Contractor (CI: 1.2.1.2)

The Contractor's address for receipt of communication is:

Postal:

.....

Physical:

.....

Telephone : E-mail:

PORTION 2 PART 2: PRICING DATA

SECTION 1: PRICING INSTRUCTIONS

1. GENERAL

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

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

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

2. DOCUMENTS MUTUALLY EXPLANATORY

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

3. DEFINITIONS

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

Unit: The unit of measurement for each item of work as defined in the Scope of Work and Site Information.

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

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

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

Sum: An amount contracted for an item, the extent of which is described in the Bill of Quantities, the specifications or elsewhere but the quantity of work of which is not measured in any units.

4. DESCRIPTIONS

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

5. REFERENCES

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

6. UNITS OF MEASUREMENT

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

The following abbreviations are used in the Bill of Quantities:

%	=	per cent
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kilolitre
km	=	kilometre
km-pass	=	kilometre-pass
kW	=	kilowatt
l	=	litre
m	=	metre
mm	=	millimetre
MN	=	meganewton
MN-m	=	meganewton-metre
MPa	=	megapascal
m ²	=	square metre
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
m ² -pass	=	square metre-pass
no	=	number
PC sum	=	Prime Cost sum
Prov Sum	=	Provisional Sum
sum	=	lump sum
t	=	ton (1 000 kg)

7. NET MEASUREMENTS

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

8. QUANTITIES

The quantities set out in the Bill of Quantities are the estimated quantities of the Contract Works, but the Contractor will be required to undertake whatever quantities may be directed by the Engineer from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work accepted and certified for payment.

9. CURRENCY

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

10. VALUE ADDED TAX

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

11. RATES AND PRICES

11.1 General

- a) The Contractor must price each item in the Bill of Quantities in **BLACK INK**. Reproduced computer printouts of the Bills of Quantities will not be acceptable.
- b) The rates and prices to be inserted in the Bill of Quantities shall cover all the services and incidentals for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
- c) Where the Contractor is required to furnish detailed drawings and designs or other information in terms of the Contract Data, all costs thereof shall be deemed to have been provided for and included in the unit rates and sum amounts contracted for the items scheduled in the Bill of Quantities. Separate additional payments will not be made.

- d) A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill. The Contractor will not be paid for items against which no rate or lump sum has been entered in the Bill of Quantities.
- e) Should the Contractor group a number of items and contract one lump sum for such group of items, this single lump sum shall apply to that group of items and not to each individual item.
- f) Should the Contractor indicate against any item that compensation for such item is included in another item, the rate for the item included in another item shall be deemed nil.
- g) A submission may be regarded as non-responsive if any rates or lump sums in the Bill of Quantities are, in the opinion of the Employer, unreasonable or out of proportion.

11.2 “Rate only” items

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

11.3 Arithmetic

Excepting where Sum Amounts are required or where Provisional Sums have been indicated, the Contractor shall enter an applicable rate in the Rate Column of the Bill of Quantities for each scheduled item. He shall also enter an appropriate sum in the Amount column for each scheduled item, by determining in the applicable line item the product of the Quantity and the Unit Rate.

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

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

12. VARIATION IN TEXT

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

13. Those parts of the contract to be constructed using labour-intensive methods have been marked in the bill of quantities with the letters LI in a separate column or as a prefix or suffix against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of works, is a deviation from the contract. The items marked with the letters 'LI' are not necessarily an exhaustive list of all the activities, which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour-intensive specification in the Scope of Works.
14. Where minimum labour intensity is specified by the design the contractor is expected to use their initiative to identify additional activities that can be done labour-intensively in order to comply with the set minimum labour intensity target.
15. Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the scope of works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work, which was to be done labour-intensively will not be condoned, and any works so constructed will not be certified for payment

PORTION 2 PART 2:

SECTION 2: BILL OF QUANTITIES SCHEDULE:

The bill of quantities schedule comprises:

SUMMARY OF SCHEDULE OF QUANTITIES		
Schedule A: Road Construction		
The sum of Schedule of Quantities from Section 1200 to Section 8100 as provided in the Bill of Quantities [Must add the Totals of each Section]		
ITEM	DESCRIPTION	AMOUNT
1200	GENERAL PROVISIONS AND REQUIREMENTS	
1300	CONTRACTOR'S ESTABLISHMENT ON SITE	
1400	HOUSING, OFFICES AND LABORATORIES	
1500	ACCOMMODATION OF TRAFFIC	
1700	CLEARING AND GRUBBING	
1800	DAYWORKS ITEMS	
2100	DRAINS	
2200	PREFABRICATED CULVERTS	
2300	CONCRETE KERBING, CONCRETE CHANNELLING	
3100	BORROW MATERIALS	
3300	MASS EARTHWORKS	
3400	PAVEMENT LAYERS OF GRAVEL MATERIAL	
3500	STABILIZATION	
4100	PRIME COAT	
4200	ASPHALT BASE & SURFACING	
5100	PITCHING, STONEMWORK AND PROTECTION	
5200	GABIONS	
5400	GUARDRAILS	
5600	ROAD SIGNS	
5700	ROAD MARKINGS	
5900	FINISHING THE ROAD AND ROAD RESERVE	
7300	PRECAST CONCRETE PAVING	
8100	TESTING MATERIALS AND WORKMANSHIP	
Sub-Total of Schedule A: Road Construction		
CALCULATION OF CONTRACT SUM		
Contingencies:		
The sum provided here is under the sole control of the Engineer and may be deducted in whole or in part. [Must add 10.00% of Schedule A: Road Construction Amount for Contingencies].		
Sub-Total (1): (Schedule of Quantities + Contingencies)		
Contract Price Adjustment		
Sum provided in terms of the provisions of the General Conditions of Contract [Must add 5.00% of Sub-Total (1): (Schedule of Quantities + Contingencies)]		
Sub-Total (2): (Sub-Total 1 + Contract Price Adjustment)		
Value Added Tax (VAT)		
[Must add 15.00% of Sub-Total (2): (Sub-Total 1 + Contract Price Adjustment) for Value Added Tax (VAT)]		
TOTAL CONTRACT AMOUNT INCLUSIVE OF VAT		

PORTION 2: PART 3

SCOPE OF WORK:

1.1 Employer's Objectives

The employer's objective is to improve access for the community of Willows and the surrounding settlements. The employer's objectives are to deliver public infrastructure using labour intensive methods where practically possible.

1.2 Description of the Works

The works include upgrading of the internal Street from gravel to interlocking 80mm brick paving, Stormwater control and ancillary works.

1.3 Scope of Works

The Works to be carried out by the Contractor under this Contract comprise mainly the following:

- a) Procurement and installation of 80mm (class 25/19 SABS approved) interlocking brick with 20mm sand.
- b) Stormwater control.
- c) Installation of Kerbs
- d) Layer works 150mm each (Roadbed Rip and Re-compacted at 93% Mod AASHTO and selected subbase 95% Mod AASHTO)
- e) Installation of pipe culverts
- f) Commissioning of the works

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

Estimated quantities of each type of work are given in the Bill of Quantities.

1.4 Location of the Works

- a) The proposed works are located in Willows Village within Maruleng Municipality of the Limpopo Province.
- b) Location Data:

Province:	Limpopo
District:	Mopani District Municipality
Local Municipality:	Maruleng Municipality
Location:	Willows Village

2.0 ENGINEERING

2.1 Design Services

- (a) The Employer is responsible for the design of the permanent Works as reflected in the Contract Documents unless otherwise stated.
- (b) The Contractor is responsible for the design of the temporary Works and their compatibility with the permanent Works.
- (c) The Contractor shall supply all details necessary to assist the Engineer in the compilation of the as built drawings.

2.2 Employer's Design

- The design of the Works was done on behalf of the Employer by ZAKUMI Consulting Engineers (Pty) Ltd
- Construction drawings for the Works are complete.
- As-built drawings will be compiled by the Employer’s agent, however it is to be noted that it remains the duty of the Contractor to timeously convey any information in his possession which may prove necessary for the Engineer for compilation of the as-built drawings.

2.3 Design Brief

The Employer’s design of the Works (Internal Streets and Ancillaries) is complete, and contractor shall comply with the specification and requirements in respect of the pipes and special fittings material.

2.4 Nature of Ground

The successful tenderer is to establish the nature of the ground and subsoil conditions in relation to excavation methods.

The contractor before starting any excavation is to carefully search and probe the terrain for any other existing services or indications of the presence of such services. A payment item is included in the Bill of Quantities for excavations to locate known and unknown services. If other methods are to be used, the cost thereof is to be included in the claims.

In addition if the proposed pipelines cross overhead power lines and communication cables underground, the Contractor is to comply with all the requirements laid down by the relevant authority when working in the vicinity thereof. The contractor shall be responsible for checking the locations of all such services with representatives of the relevant authorities to ensure that no damage is caused by the construction activities.

Work where the pipeline route runs parallel to surfaced provincial or local roads, works shall be effected strictly in accordance with the requirements laid down by the relevant authority. These include the utilisation of traffic signs, flagman, an other requirements.

3.0 Drawings

3.1 Drawings Prepared by Contractor

All drawings prepared by the Contractor shall be approved by the Engineer and shall always be available in time for inspection.

3.2 Drawings Prepared by the Employer

The drawings prepared by the Engineer comprise the following:

Title:	Drawing Number:
Overall Roads Layout Plan	MLM/SCM/28/2025-RL01
Typical Sections & Standard Details - Sheet 1/1	MLM/SCM/28/2025-STD01
Road 3 Longitudinal Section - Sheet	MLM/SCM/28/2025-LS04
Road 4 Longitudinal Section - Sheet	MLM/SCM/28/2025-LS05
Road 4 Longitudinal Section – Sheet 1/2	MLM/SCM/28/2025-LS06
Road 4 Longitudinal Section – Sheet 2/2	MLM/SCM/28/2025-LS07
Road 3 Cross Section – Sheet 1/2	MLM/SCM/28/2025-XS08
Road 3 Cross Section – Sheet 2/2	MLM/SCM/28/2025-XS09
Road 4 Cross Section – Sheet 1/2	MLM/SCM/28/2025-XS10
Road 4 Cross Section – Sheet 2/2	MLM/SCM/28/2025-XS11
Road 5 Cross Section – Sheet 1/5	MLM/SCM/28/2025-XS12
Road 5 Cross Section – Sheet 2/5	MLM/SCM/28/2025-XS13
Road 5 Cross Section – Sheet 3/5	MLM/SCM/28/2025-XS14
Road 5 Cross Section – Sheet 4/5	MLM/SCM/28/2025-XS15
Road 5 Cross Section – Sheet 5/5	MLM/SCM/28/2025-XS16
Project Name Board Details	MLM/SCM/28/2025-NB17

The Contractor will be supplied with one full scale print of each construction drawing free of charge. Further copies will be charged for at cost and profit.

Any information in the possession of the Contractor, which is necessary for the Engineer for completing of the As-built drawings, shall be supplied to the Engineer as soon as the works have been physically implemented and accepted by the.

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.

PORTION 2: PART 4

PROJECT SPECIFICATIONS:

1.0 Correspondences:

Contractor/Engineer correspondence during the Contract execution will include the following returns:

- Bill of Quantities Schedule
- Certificate Summary
- Summary of Schedules
- Site Instruction for Final Checking of Works before closure where necessary
- Site Instruction for Checking of Excavations/Earthworks
- Site Instruction for Checking of Reinforcement fixing and form-work installation before any concreting where required.

2.0 Programme of Implementation:

Contractor will be required to submit his works programme for the construction of the Works under this Contract to suit his proposed method of handling the works within **14 days** of Site Handover.

Where the work must of necessity be carried out in conjunction with work of other Contractors, or with that of the Employer, it shall be co-ordinated and arranged in such a manner as to interfere as little as possible with the progress of such other work so as to offer every reasonable facility to other Contractors or to employees of the Employer.

The Contractor will be required to submit a projected cash flow for the completion of the works. This projected cash flow will be used to monitor the Contractor's progress.

3.0 Employment of unskilled and semi-skilled workers in the works:

The works implementation will be governed by the EPWP guidelines and requirements.

Targeted labour shall be engaged on the following aspects of the Contract:

Activity	Target Area
Concrete	Excavation open channels Backfill Reinforcement and formwork fixing Concrete works for edge beams and open channels Stone pitching
Road	Excavation in pickable material Placing of interlocking bricks

4.0 Requirements for the sourcing and engagement of labour.

- Unskilled and semi-skilled labour required for the execution of all labour-intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.
- The CLO will be remunerated at a rate per month as set out by Maruleng Municipality guidelines.
- The rate of pay set for the general labour on the project will as per the prevailing minimum government gazetted rates for the construction industry at time of implementation
- Tasks established by the contractor must be such that:
 - 1) The average worker completes 5 tasks per week in 40 hours or less; and the weakest worker completes 5 tasks per week in 55 hours or less.
 - 2) The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the set requirements.

- 3) The Contractor shall, through the Project Steering Committee structures, inform the local community of the labour-intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:
 - a) Where the head of the household has less than a primary school education;
 - b) That have less than one full time person earning an income;
 - c) Where subsistence agriculture is the source of income.
 - d) Those who are not in receipt of any social security pension income
- 4) The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions, where practicable:
 - a) 60 % women;
 - b) 55% youth who are between the ages of 18 and 35; and
 - c) 2% on persons with disabilities.

5.0 Specific provisions pertaining to SANS 1914-5:

Definitions:

Targeted labour: Unemployed persons who are employed as local labour on the project from within the project area locality.

Contract participation goals:

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

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

The wage rate will not be less than the EPWP minimum wage as per the latest rate at R102.00, however the contractor will align wage rate as per the Maruleng Local Municipality wage rate approved by council

6.0 Terms and conditions for the engagement of targeted labour:

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

7.0 Variations to SANS 1914-5:

The definition for net amount shall be amended as follows:

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

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

8.0 Training of targeted labour:

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

8.2 The contractor shall do nothing to dissuade targeted labour from participating in training programmes.

9.0 Plant and materials provided by the employer: nil

The tenderer must assure that all materials for the project will be sourced, supplied and delivered by himself or herself.

10.0 Services and facilities provided by the Employer: – nil

The Contractor is to arrange for his own services like water, electricity, sanitation and camping site. Where these facilities and services belong to DWAF or Local Authorities, the contractor must get written permission to connect to, or use these services or facilities.

11.0 Plant and equipment:

See attached schedule of plant and equipment.

12.0 Management:

12.1 Applicable SANS 1921 standards:

The following parts of SANS 1921 Construction works standards and associated specification data are applicable to the works:

1. SANS 1921-1
2. SANS 1921-5.

The above mentioned South African National Standards make several references to the Specification Data for data, provisions and variations that make these standards applicable to this contract. The Specification Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and these standards.

Each item of Specification Data given below is cross-referenced to the clause in the standard to which it mainly applies.

The associated Specification Data is as follows:

13.0 Recording of weather:

The Contractor shall erect an effective rainfall gauge on the site and record the daily rainfall figures in the site diary book. Such details shall be handed to the Engineer in writing no later than 12 days after rain that is considered to justify an extension of time occurs, otherwise the Contractor will forfeit the days.

14.0 Project Management meetings:

Dates and times will be set at the Site Handover Meeting.

15.0 Electronic payments:

Contractor to arrange with the employer, if so required.

16.0 Daily records:

The Engineer is to provide the Contractor with a Site Diary and Site Instruction Book. These are to be safely kept at the contractor's site office at all times and appropriately and timeously signed (site diary) by the Site Agent and Engineer/Representative each day for the Site Diary and the Site Instruction when necessary.

The Contractor must ensure daily attendance register by temporary workers is signed

17.0 Payment certificates:

The Contractor's monthly report detailing labour employed during the preceding month period, gender, age and number employed as well as payments done cumulatively to local labour should be attached to every payment certificate.

Contractor must ensure that to submit the following documents when submitting the claim for work done to be verified by the Engineer:

- EPWPRS-Data tool template obtained from the Capricorn District Municipality
- Signed temporary contracts for all temporary workers on site
- Certified ID copies for all temporary workers
- Signed daily attendance registers by all temporary workers
- Signed monthly payment register by all temporary workers

18.0 Permits:

All relevant authorizations are to be sought before execution of the affected component of works.

19.0 Site Specific Requirements:

The following is a list of anticipated activities and considerations that might be encountered for the project and the construction site and for which Risk Assessments, Standard Working Procedures (SWP), management and control measures and Method Statements (where necessary) have to be developed by the Contractor during execution of the Works:

- Site Establishment including:
 - 1.1 Office (minimum 6m*4m)
 - 1.2 Secure/safe storage for materials (cement), plant & equipment
 - 1.3 Ablutions
- Dealing with existing structures (NB: the existing pipeline is also a structure.)
- Location of existing services (electricity, water and telephone services)
- Installation and maintenance of temporary construction electrical supply, lighting and equipment
- Adjacent land uses/surrounding property exposures
- Boundary and access control/Public Liability Exposures (NB: the Contractor is also responsible for the OH & S of non-employees affected by his/her work activities.)
- Health risks arising from neighbouring as well as own activities and from the environment e.g. threats by dogs, bees, snakes, lightning etc.
- Exposure to noise
- Exposure to vibration
- Protection against dehydration and heat exhaustion
- Protection from wet & cold conditions
- Dealing with HIV/Aids and other diseases
- Excavations including
 - 1.1 Ground/soil conditions
 - 1.2 Trenching
 - 1.3 Shoring
 - 1.4 Drainage of trench
- Loading & offloading of trucks
- Aggregate/sand and other materials delivery
- Manual and mechanical handling
- Lifting and lowering operations
- Driving & operation of construction vehicles and mobile plant including:
 1. Excavator
 2. Bomag roller
 3. Plate compactor
 4. Front end loader
 5. Layering and bedding of trench floor
 6. Installation of pipes in trench
 7. Pressure testing of pipeline
 8. Backfilling of trench
 9. Protection against flooding
 10. Gabion work
 11. Protection from overhead power lines
 12. As discovered by the Principal Contractor's hazard identification exercise
 13. As discovered from any inspections and audits conducted by the Client or by the Principal Contractor or any other Contractor on site
 14. As discovered from any accident/incident investigation.

PSA - SABS 1200 A: GENERAL
(Applicable to SABS 1200A 1986)

PSA 16.1 MATERIALS

PSA 16.1 Quality

Add to the Sub-Clause

“All Manufacturer’s specifications for the use and placing of proprietary materials shall first be approved by the Engineer.”

PSA 17 TESTING

PSA 17.1 Approved Laboratories

Add to the Sub-Clause

The Contractor shall provide all equipment required for tests as specified in the applicable Standardised specifications, including the following:

- Cones and accessories for testing slump of concrete;
- Moulds and accessories for testing compressive strength of concrete;
- Hydraulic test for medium pressure pipelines;
- Water-tightness test of reservoirs

It is not a requirement that the Contractor supply a machine for the testing of the compressive strength of concrete cubes, but the Contractor shall be responsible for the cost of preparing and curing the cubes and transporting them to an approved testing laboratory, as well as for the cost of the tests. The Engineer shall be given free access to the laboratory.

PSAB - SABS 1200 AB: ENGINEER’S OFFICE
(Applicable to SABS 1200AB 1986)

PSAB 18.1 Name-board

Add to the Sub-Clause:

The name board shall comply as regards size and detail in the specified drawing and be written in English.

EPWP branded name board shall be provided in positions as ordered by the Engineer. The Engineer will provide the lettering once the tender is awarded.

PSAB 18.2 Office Buildings

Add to the Sub-Clause:

The Contractor shall provide and maintain an office for the use of the Engineer with an area of minimum of 16m²

The room shall be internally furnished as set out and in addition the Contractor shall supply the following for meetings:

- a. Engineer's table with lockable drawer and padded chair.
- b. One table having a top size of at least 1,2 x 2,4m
- c. At least twelve (12) office chairs.

The office shall in addition be supplied with a soft board pin-up board of at least 2m², with electric lighting and with a 15 amp plug point. The office shall be shaded by means of an approved canopy with a ventilated space of at least 600mm between roof and canopy, and in addition cooled by an approved compressor type air conditioner sufficient to maintain a room air temperature of 15°C or lower during summer daytime conditions, when so required by the Engineer. Adjacent to the office a covered carport capable of garaging one vehicle shall be provided and constructed to afford protection against hail, when so required.

All the accommodation and furnishings are for the exclusive use of the Engineer and his staff.

PSD - SABS 1200 D: EARTHWORKS

(Applicable to SABS 1200D 1986)

PSD 19 MATERIALS

PSD 19.1 Classes of Excavation

Add to the Sub-Clause:

Notwithstanding the provisions of Sub-Clause 3.1.2 the material excavated, other than hard rock, will not be classified for purpose of measurement and payment. The unit rate for excavation shall cover excavation in all material other than hard rock.

PSDB - SABS 1200 DB: EARTHWORKS (PIPE TRENCHES)

(Applicable to SABS 1200DB 1986)

PSDB 20 MATERIALS

PSDB 20.1 Classes of Excavation

Add to the Sub-Clause:

Notwithstanding the provisions of sub-clause 3.1 the material excavated, other than hard rock, will not be classified for purpose of measurement and payment. The unit rate for excavation shall cover excavation in all materials other than hard rock.

STANDARD SPECIFICATIONS:

The standard specifications on which this contract is based are the Standardized Specifications for Civil Engineering Construction issued by the South African Bureau of Standards, SANS 1200.

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

SANS 10396: 2003:	Implementing Preferential Construction Procurement Policies using Targeted Procurement Procedures
SANS 10845-1 to 6 (2002):	Targeted Construction Procurement
SANS 1921 – 1 (2004):	Construction and Management Requirements for Works Contracts Part 1: General Engineering and Construction Works and where accommodation of traffic is involved:
SANS 1921-2 (2004):	Construction and Management Requirements for Works Contracts; and Part 2: Accommodation of Traffic on Public Roads Occupied by the Contractor.

CONSTRUCTION

Works Specifications

Applicable SABS Standardized Specifications

The applicable standardized specifications for this Contract shall be the following:

Although not bound in nor issued with this document, the following Standardized Specifications for Civil Engineering Construction, as amended in Portion 2 of the Specification Data, form part of this document and, notwithstanding Sub-clause 2.2 of SANS 1200 A*, the edition specified below shall apply:

SANS 1200 A	1986:	General
SANS 1200 AA	1986:	General (Small Works)
SANS 1200 AB	1986:	Engineer's Office
SANS 1200 C	1980 (as amended 1982):	Site Clearance
SANS 1200 D	1988 (as amended 1990):	Earthworks
SANS 1200 DA	1988 (as amended 1990):	Earthworks (Small Works)
SANS 1200 DM	1981:	Earthworks (Roads, Subgrade)
SANS 1200 G:	1982:	Concrete (Structural)
SANS 1200 GA	1982:	Concrete (Small Works)
SANS 1200 M	1996:	Roads (General)
SANS 1200 ME	1981:	Subbase
SANS 1200 MJ	1984:	Segmented Paving
SANS 1200 MK	1983:	Kerbing And Channelling
SANS 1200 MM	1984:	Ancillary Roadworks

* Or SANS 1200 AA, AD or AH as applicable

The following variations to standardized specifications and additional clauses are applicable to this Contract and are contained in the "Annexure to the Scope of Work".

The standard specification for this project is SANS 1200 (1986) ‘Standardised Specification for Civil Engineering Construction’ as are applicable in their entirety and SANS 10409:2005. This document contains variations and additions to the standard specifications and therefore takes precedence where applicable.

Variations and Additions contained in this document pertain to the following specifications:

PSA:	General
PSAB:	Engineer's Office
PSC:	Site Clearance
PSD:	Earthworks
PSDB:	Earthworks (Pipe Trenches)
PSDK:	Gabions and Pitching
PSG:	Concrete (Structural)
PSLB:	Bedding (Pipes)
PSL:	Medium Pressure Pipelines
PSLE:	Stormwater Drainage
PSME:	Subbase
PSMF:	Base

The standard specifications are written in terms of three parties, namely:

- i. The Employer
- ii. The Engineer
- iii. The Contractor

The Employer has appointed the Engineer to ensure that the Contractor is adhering to technical and quality issues (quality assurance).

PARTICULAR SPECIFICATIONS:

The following Particular Specifications are applicable to this Contract:

PD	Environmental Protection and Control Specifications
PE	Dealing with Eskom Services
PF	Occupational Health and Safety

1.0 Procurement:

Preferential Procurement Procedure Requirements

The Employer's preferential procurement policy applicable to this Contract is set out in the Tender Data.

Applicable Specification:

The South African National Standards SANS 1914 - 5 : 2002 Edition 1 specification shall apply to the contract.

Definition of Targeted Labour:

South African Citizens who:

- Have not been employed for more than 100 days during the year preceding their engagement on the Contract; and
- Reside within the boundaries of Maruleng Municipality, and
- Are acknowledged as such by the Project Steering Committee established in terms of the community based Public Works Programme to oversee aspects of the Project.

Targeted Labour Engagement:

Targeted labour shall be engaged on the following aspects of the Contract:-

Activity	Target area
Concrete	Mixing of concrete aggregates Paving bricks placing Stone Pitching Open Channel
Road works	Excavation in pick-able material

2.0 Subcontracting

Mandatory subcontract works:

As per preferential procurement Regulation , 30% of all contracts over R30 million must be subcontracted to specific categories of SMME's. These categories are:

- Black female owned EME,s or QSE,s
- Black youth owned EME,s or QSE,s
- Black owned EME,s or QSE,s

Preferred subcontractors/suppliers:

This project does not provide for any preferred subcontractors or suppliers by the Employer.

Subcontracting procedures:

Should the Contractor intend to employ subcontractors for execution of portions of the Works, the relevant information shall be submitted per municipality requirements through appropriate cession forms.

3.0 Plant and Materials:

The Contractor shall be responsible for acquiring all plant and materials as required in the Scope of Work and Schedule of Quantities for the successful construction and completion of the project. The Client shall not provide any plant or materials and shall only arrange for the siting and drilling of one or more boreholes, the positions of which shall be made known to the Contractor during the course of the project.

4.0 Construction Equipment

The Contractor shall be responsible for providing on site all construction equipment necessary for the successful construction and completion of the project. Construction equipment shall be made available on site in time for the respective operations as needed and shall only be taken off-site once the respective operations have been totally completed.

All construction equipment shall be properly maintained to ensure that breakdowns which may impact on the progress of the project shall not occur. Construction equipment shall be operated in accordance with the requirements of the Occupational Health and Safety Act and the Environmental Management Plan and any other Acts and Regulations stated in this Document.

5.0 Existing Services

The Contractor shall familiarize himself during the site inspection of these underground services as well as aboveground services such as electrical distribution lines, telephone lines and other services that may exist. Any uncertainty regarding these services that may impact on his tendered rates for the execution of the Work shall be directed to the Engineer for clarification. No future claims for additional compensation will be considered should the Contractor fail to comply herewith.

Damage to these services caused by negligence will be repaired and paid for by the Contractor. The Contractor shall exercise the necessary care when locating for existing underground services. Limited machine excavation will be allowed where underground services are expected.

6.0 Site Establishment

Site Facilities Available - nil

Contractor's Camp Site and Depot

Sites for a camp and depot will be allocated to the successful Contractor. For the purpose of tendering, Prospective Tenderers may assume that the site will be in close vicinity of the project area.

The Contractor shall supply, erect, maintain and remove on completion of the works all necessary offices and shelters erected by him. The sheds for the storage of cement shall be weatherproof, adequately ventilated, with raised floors and the arrangement shall be such that cement can be used in the order in which it has been received.

All these buildings shall be subject to inspection by the Engineer who shall have access to them at all times.

The Contractor shall limit his offices, stores, workshop accommodation and ablution facilities to the site indicated by the Engineer and movement of his plant and personnel shall be limited to the portions of the site indicated.

The Contractor's office for this contract shall be as required to perform his obligations under the Contract.

Accommodation of Employees:

A camp site, preferably in the project area, will be allocated to the successful Contractor to be used for the accommodation of employees through liaison with the PSC. Accommodation for the Contractor's employees shall be confined to this area alone and no other area shall be occupied by the Contractor or his sub-contractors for the purpose of accommodation. Approval shall be obtained from the applicable PSC/Local Authorities and assistance will be provided by the Engineer in this regard.

The Contractor shall provide adequate and suitable housing for all his employees. Senior employees and labourers shall be housed in different Sites.

The Contractor shall erect proper and adequate sanitary facilities for the use of his employees in the vicinity of the Works and at the camp site. Chemical toilets only will be allowed where temporary facilities have to be

provided. The Contractor shall obtain the Engineer's approval on the position of such facilities before erection thereof.

The Contractor shall be responsible for keeping these facilities in a thoroughly clean, sanitary and orderly conditions and shall adopt all means necessary to prevent the Site from being polluted by such facilities or in the consequence of its use.

The Contractor shall further ensure that as far as practical, suitable arrangements are made on the Site for the maintenance of health, the prevention and overcoming of outbreaks of disease and of adequate first aid and hygienic services. For this purpose the Contractor shall provide and maintain a first aid post to suit the needs of his construction staff, as well as the staff of the Engineer.

Power Supply, Water and other Services:

Water or power is available at most of the project areas. The Contractor shall make his own arrangements concerning the supply of electrical power, water and all other services. No direct payment will be made for the provision of electricity, water and other services. The cost thereof shall be deemed to be included in the rates and amounts tendered for the various items of work for which these services are required.

Site Facilities Available:

The requirements of SANS1200 AB Engineer's Office as further amplified in PSAB shall be complied with. The Engineer's Representative is to be accommodated in a site office as described under PSAB 3.2, to be erected in a position to be approved by the Engineer, within the Contractor's camp. Separate sanitary facilities shall be provided for the sole use of the Engineer and his staff.

Survey equipment as stipulated shall be provided by the Contractor for use by the Engineer.

Site Usage:

During progress of the work and upon completion thereof, the Site of the Works shall be kept and left in a clean and orderly condition. The Contractor shall store materials and equipment for which he is responsible in an orderly manner, and shall keep the Site free from debris and obstructions.

Permits and Way Leaves:

The Employer shall obtain all necessary servitudes, permits and way leaves that are required to access the site and to execute the work. The Contractor shall be provided with the originals or copies of these permits and way leaves and shall ensure that these are available at all times available on site and the conditions and requirements set out therein are met and strictly adhered to.

Local authorities or affected service providers shall be timeously informed of any work that will affect their services or properties.

Alterations, Additions, Extension and Modifications to Existing Works:

Alterations, additions, extensions or modifications required to any existing Works will through consultation with the Engineer upon adequate time notification.

Inspection of Adjoining Properties:

Should any blasting be carried on site in order to remove hard material from trench excavations, all structures and buildings within a 500m radius of the blast site shall be properly inspected before and again

After the blasting has been completed. Detailed record shall be kept of any visible defects that exist and are not attributable to the blasting actions.

Services for Construction Purposes:

The Contractor shall be fully responsible to arrange for all his needs in terms of water supply, sanitation, electricity and communication required at his camp site for his personnel and for construction purposes.

7.0 Survey Control and Setting Out of the Works:

Survey Control:

Geometric Control

The Bench Mark Control and topographical survey for the Works will be established with consultation with the Engineer. The Contractor is to check the Bench marks and existing levels prior to construction and bring any discrepancies to the attention of the Engineer.

Preservation and Replacement of Beacon and Pegs

The Contractor shall protect and preserve all survey marks. Any survey marks disturbed or removed without prior written consent of the Engineer, shall be replaced by a Registered Land Surveyor at the expense of the Contractor.

Setting out of the Works:

Setting Out:

The Contractor shall set out the Works in relation to original points, lines and levels of reference specified in the Contract Data or notified by the Engineer. The Contractor shall be responsible for the correct positioning of all parts of the Works, and shall rectify any error in the positions, levels, dimensions or alignment of the Works.

Construction Tolerance Control

The Contractor will be required to issue to the Engineer in writing certification of construction accuracy at each of the following construction phases, before continuing with the next phase of construction:-

- i) Setting out of Works.
- ii) Centre lines of pipelines and invert levels.

The Contractor shall only continue with the next phase of construction when directed by the Engineer in writing.

Should any item or section of the Works be constructed outside the limits of tolerance specified, instruction for remedial, or other measures will be issued by the Engineer. The Contractor will not be permitted to continue with the next phase of construction until remedial work has been completed to the satisfaction of the Engineer.

No claim for loss in material, production or time resulting from the Contractor's work being constructed outside the limits of tolerance specified, will be entertained.

Survey Equipment and Assistants

The Engineer and the Engineer's Representative shall be allowed free use of survey equipment and assistants to carry out control work as and when required, and the Contractor shall provide all pegs, concrete, tools and other necessary items as well as all necessary labour for excavation, bush clearing, mixing and placing of concrete, as and when required for the control of the setting out of the Works.

The Contractor shall, for the duration of the contract, provide the following survey equipment for the exclusive use of the Engineer and his staff when so required:-

- i) 1 x upright reading automatic level with tripod;
- ii) 1 x metric leveling staff with protective cover bag;
- iii) 6 x ranging rods;
- iv) 1 x \pm 2kg hammer.
- v) 1 x Measuring Wheel

Whenever reasonably required by the Engineer, the Contractor shall further make available to the Engineer or his representative, the following additional survey equipment:-

- i) 1 x tacheometer with tripod;
- ii) 1 x survey staff for tacheometer;
- iii) 1 x Distomat, complete with tripod and fully charged battery.

All such survey equipment provided by the Contractor shall be in good condition, properly calibrated and fit for the purpose and shall be kept fully serviceable at all times by the Contractor at his own cost. The Contractor shall have any defective equipment repaired or replaced at his own cost within 12 hours after notification by the Engineer's staff.

Where required by the Engineer, the Contractor shall at his own cost, promptly arrange for the recalibration of survey equipment provided.

8.0 Contract Name Boards

The Contractor shall provide, erect and maintain contract name board(s) at such position and location as directed by the Engineer, which name board shall, unless otherwise specified elsewhere in the Contract, comply with the recommendations for the standard board of the South African Association of Consulting Engineers, with regard to size, painting, decorating and detail, and the requirements as per specification.

The painting of the board shall comply with the relevant requirements of CKS 193 and the colours of the paints shall be an acceptable match to the applicable colours given in SANS 10091.

The Contractor shall keep the contract name board in good state of repair for the duration of the Contract and shall remove it on final completion of the Contract.

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

9.0 Trenches

No trenches may be left open during the Contractor's holiday during December and January. All trenches which have been excavated but which have not been finally backfilled and compacted at the commencement of the said holiday period shall be temporarily fully backfilled and compacted to a standard which will:-

- a) Prevent damage occurring to the trenches or any other part of the Works;
- b) Prevent damage to or physical loss of the property of any person;
- c) Eliminate the risk of injury to any person; during the said period.

All costs involved in the temporary backfilling and compaction of such trenches and the subsequent reopening of the trenches after the holiday period shall be for the Contractor's account.

The Contractor shall make sure that open trenches are clearly visible at night and that trenches are fenced off with a temporary fence to prevent people and animals to fall into the trench. No separate

Payment item is included in the Schedule of Quantities to compensate the Contractor for the additional expense in this regard.

10 Access to Properties

The Contractor shall organize the work to cause the least possible inconvenience to the public and to the property owners adjacent to or affected by the work, and except as hereunder provided, shall at all times provide and allow pedestrian and vehicular access to properties within or adjoining or affected by the area in which he is working. In this respect the Contractor's attention is drawn to Clause 17 of the Conditions of Contract.

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

Notwithstanding the foregoing, the Contractor may, with the prior approval of the Engineer (which approval shall not be unreasonable withheld), make arrangements with and obtain the acceptance of the occupiers of erven and properties to temporarily close off part of a street, road, footpath or entrance, provided that the Contractor duly notifies the occupiers of the intended closure and its probable duration, and reopens the route as punctually as possible. Where possible, such streets, roads, footpaths and entrances shall be made safe and reopened to traffic overnight. Such closure shall not absolve the Contractor from his obligations under the Contract to provide access at all times. Barricades, traffic signs, drums and other safety measures appropriate to the circumstances shall be provided by the Contractor to suit the specific conditions.

11 Management:

Management of the Works:

Workmanship and Quality Control:

The onus to produce work that 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 suitably qualified and 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 cost of supervision and process control, including testing carried out by the contractor, will be deemed to be included in the rates tendered for the related items of work.

The Contractor's attention is drawn to the provision of the various Standardized Specifications regarding the minimum frequency of testing required. The Contractor shall, at his own discretion, increase this frequency where necessary to ensure adequate control.

On completion and submission of every part of the work to the Engineer for examination and measurement, the Contractor shall furnish the Engineer with the results of the relevant tests, measurements and levels to demonstrate the achievement of compliance with the Specifications.

EPWP Scope of Works Guidelines

Use of local Workers for LI designated activities

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

Competencies of LI Management and Supervisory staff

Contractors shall engage supervisory and management staff in labour-intensive works that have completed the skills programme including Foremen/Supervisors at NQF "National Certificate: Supervision of Civil Engineering Construction Processes" and Site Agent/Manager at NQF level 4 "Manage labour-intensive Construction Processes" or equivalent QCTO qualifications.

Wage Dispute (Contractor default to pay participants)

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

Provision of Hand tools

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

Reporting requirement of Contractor

The Contractor should submit the following at the beginning of the Contract:

- (a) Contracts of all the workers employed on the contracts including their certified identity documents;
- (b) Proof of Registration for COIDA and UIF;
- (c) OHS Files

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

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

Health and Safety:

Including all other provisions made in the Tender Documentation, Annexures and any other relevant documentation mentioned or implied therein, the Tenderer shall submit as an integral part of his tender, a Health and Safety Plan that will be suitable for implementation for the specific Project and the construction methods foreseen by the Contractor for the complete installation of the pipeline and appurtenant works.

The following guidelines are listed and should be addressed:

- Excavation depth

- Shoring of excavations where necessary
- All plant to be utilised by Contractor

The Tenderer shall furthermore include and list all potential risk areas and work methods that may reasonably be foreseen during the Tender stage and clearly indicate how all of the above will be dealt with in his proposed Health and Safety Plan. Items such as equipment registers, safety meetings, the appointment of safety representatives and responsible persons i.t.o. the relevant Acts and legislature must be provided.

The above mentioned is by no means complete and shall merely serve as basic guideline to Tenderers.

Testing and Quality Control:

Contractor to engage services of an independent laboratory

Notwithstanding the requirements of the Specifications pertaining to testing and quality control, the Contractor shall engage the services of an approved independent laboratory to undertake all testing of materials, the results of which are specified in, or may reasonably be inferred from, the Contract. These results will be taken into consideration by the Engineer in deciding whether the quality of materials utilised and workmanship achieved by the Contractor comply with the requirements of the Specifications. The foregoing shall apply irrespective of whether the specifications indicate that the said testing is to be carried out by the Engineer or by the Contractor.

The Contractor shall be responsible for arranging with the independent testing laboratory for the timeous carrying out of all such testing specified in the Contract, at not less than the frequencies and in the manner specified. The Contractor shall promptly provide the Engineer with copies of the results of all such testing carried out by the independent laboratory.

For the purposes of this clause, an “independent laboratory” shall mean an “approved laboratory” (as defined below) which is not under the management or control of the Contractor and in which the Contractor has no financial interest, nor which has any control or financial interest in the Contractor.

Unless otherwise specified in the relevant specification or elsewhere in the Project specification, the following shall be deemed to be approved laboratories in which design work, or testing required in terms of a specification for the purposes of acceptance by the Engineer or the quality of materials used and/or workmanship achieved, may be carried out.:

- a)** Tests in terms of Sub clause 5.3.1 Contractor to engage services of an independent laboratory.

The costs of all testing carried out by the independent laboratory in accordance with the requirements of Sub clause PS 5.3.1 Contractor to engage services of an independent laboratory, above shall be borne by the Contractor and shall be deemed to be included in the tendered rates and prices for the respective items of work as listed in the Schedule of Quantities and which require testing in terms of the Specifications. No separate payments will be made by the Employer to the Contractor in respect of any testing carried out in terms of Sub clause 5.3.1 Contractor to engage services of an independent laboratory.

Where, as a result of the consistency of the materials varying or as a result of failure to meet the required specifications for the work, it becomes necessary to carry out additional tests (e.g. re-tests on rectified work and/or replacement materials), the costs of such additional testing shall be for the Contractor’s account.

- b)** Additional tests required by the Engineer.

The costs of any additional tests required by the Engineer in terms of Sub clause 5.3.2 additional testing required by the engineer, shall be reimbursed to the Contractor against substitution of the Provisional sum allowed therefore in the Schedule of Quantities, provided always that the costs of any such

additional tests ordered by the Engineer, the results of which indicate that the quality of the materials utilised and/or the standard of workmanship achieved are/is not in accordance with the specifications, shall not be reimbursable to the Contractor.

Monthly Statements and Payment Certificates:

The statement to be submitted by the Contractor in terms of the conditions of Contract shall be prepared by the Contractor at his own cost, strictly in accordance with the standard payment certificate prescribed by the

Engineer, in digital electronic computer format. The Contractor shall, together with a copy of the digital electronic computer file of the statement, submit two (2) A4 sized paper copies of the statement.

For the purpose of the Engineer's payment certificate, the Contractor shall subsequently be responsible, at his own cost, for making such adjustments to his statement as may be required by the Engineer for the purposes of accurately reflecting the actual quantities and amounts which the Engineer deems to be due and payable to the Contractor in the payment certificate.

The Contractor shall, at his own cost, make the said adjustments to the statement and return it to the Engineer within three (3) normal working days from the date on which the Engineer communicated to the Contractor the adjustments required. The contractor shall submit to the Engineer five (5) sets of A4 sized paper copies of such adjusted statement, together with a copy of the electronic digital computer file thereof.

Any delay by the Contractor in making the said adjustments and submitting to the Engineer's payment certificate will be added to the times allowed to the Engineer in terms of the Conditions of Contract to submit the signed payment certificate to the Employer and the Contractor. Any such delay will also be added to the period in which the Employer is required to make payment to the Contractor.

Drawings

Figured Dimensions to be used

The Contractor shall use only the dimensions stated in figure on the Drawings in setting out the Works, and dimensions shall not be scaled from the Drawings, unless required by the Engineer. The Engineer will, on the request of the Contractor in accordance with the provisions of the Conditions of Contract, provide such dimensions as may have been omitted from the Drawings.

As-Built or Record Drawings

All information in the possession of the Contractor and which is required by the Engineer and/or the Engineer's Representative to complete the As-Built/record drawings must be submitted to the Engineer's Representative before a Certificate of Completion will be issued.

Samples:

Materials or work which does not conform to the approved samples submitted in terms of the Conditions of Contract will be rejected. The Engineer reserves the right to submit samples to tests to ensure that the material represented by the sample meets the specification requirements.

The costs of any such tests conducted by or on behalf of the Engineer, the results of which indicate that the samples provided by the Contractor do not conform to the requirements of the Contract, shall in accordance with the provisions of the Conditions of Contract, be for the Contractor's account.

Notices, Signs, Barricades and Advertisements:

All notices, signs and barricades, as well as advertisements, may be used only if approved by the Engineer. The contractor shall be responsible for their supply, erection, maintenance and ultimate removal and shall make provision for this in his tendered rates.

The Engineer shall have the right to instruct the Contractor to move any sign, notice or advertisement to another position, or to remove it from the site of the Works if in his opinion it is unsatisfactory, inconvenient or dangerous.

Subcontractors:

All matters pertaining to subcontractors (including Nominated Subcontractors) and the work executed by them shall be dealt with directly between the Engineer and the Contractor in the context of all subcontract work being an integral part of the Works for which the Contractor is responsible.

The Engineer will not liaise directly with any subcontractors nor will he issue instructions concerning the subcontract works directly to any subcontractor.

All matters arising from the subcontract agreements shall be dealt with directly between the Contractor and the subcontractors and the Engineer will not become involved.

Communication:

The Contractor shall keep a triplicate book unless otherwise provided by the Engineer for site instructions on Site at all times. Site Diary/inspection books to be supplied by the Engineer. All requests for information or instructions must be recorded in writing.

OCCUPATIONAL HEALTH AND SAFETY:

Scope:

This specification details the health and safety requirements associated with the Works.

This specification is drawn up in accordance with the Construction Regulations. This specification must be read in conjunction with the following sections of this document.

Interpretations:

Legislation and Regulations

The following legislation is applicable:-

- a) Occupational Health and Safety Act, Act 85 of 1993 (hereinafter referred to as “the Act”).
- b) Construction Regulations promulgated on 18 July 2003 and incorporated into the said Act by Government Notice R.1010, published in Government Gazette 25207, (hereinafter referred to as “the Regulations”).

General:

- 1.0 The Contractor shall ensure that all work is executed in accordance with work procedures, which comply to accepted safety practices with the Act and the Regulations.
- 2.0 The Employer will appoint the Contractor in writing for execution of the Works. The Contractor shall accept its appointment under the terms and Conditions of Contract. The Contractor shall sign and agree to those terms and conditions and shall, before commencing work, notify the Department of Labour in writing of the intended construction work in terms of Regulation 3 of the Regulations.
- 3.0 The Contractor shall not engage in any construction work until confirmation has been received in writing on behalf of the Employer that the Contractor’s health and safety plan is deemed suitable.
- 4.0 The Contractor shall inform the Engineer in writing of the name and address of the Contractor’s Construction Safety Officer/Representative (CSO) and of any subsequent changes in the name and address of the officer, together with the scope and limitations of the CSO’s authority to act for the Contractor. The Contractor’s CSO shall make available to the Employer at all-hours on a telephone number at which the CSO can be contacted at any time in the event of an emergency involving any of the Contractor’s employees, or other persons at the Works.
- 5.0 The location of the Works specific to this Contract is clearly described in the Scope of Work of this document. The Contractor shall, in preparation of his Health and Safety Plan, familiarize himself with emergency services in the location of the Works and with the local infrastructure, e.g. clinics, hospitals, police services, ambulance services, fire protection services and disaster management centres, to such extent that he is conversant with these, should the need therefore arise.

Telephone numbers of all emergency services to be permanently displayed at the site camp, in a convenient and prominent position, wherever possible, close to a telephone.

- 6.0 Should the Contractor at any stage in execution of the Works:-
 - (a) Fail to implement or maintain his health and safety plan;
 - (b) Execute construction work which is not in accordance with his health and safety plan; or
 - (c) Act in any way which may pose a threat to the health and safety of persons, the Employer, his Agent or the Engineer will, by written order, suspend the progress of the Works. The Contractor shall, during such suspension, properly protect the Works so far as is necessary.
- 7.0 The Contractor shall provide proof of his registration and good standing with the Compensation Fund, or with a licensed compensation insurer, prior to commencement with the Works.

- 8.0** The Contractor shall, in submitting his tender, demonstrate that he has made provision for the cost of compliance with the specified health and safety requirements, the Act and the Construction Regulations, all in terms of sub-clause 4(1)h of the Construction Regulations. The costs of compliance shall clearly be demonstrated separately under the appropriate items of measurement, both under “fixed charge items” and “time related items”.
- 9.0** The Contractor shall consistently demonstrate his competence and adequacy of resources to perform the duties imposed on the Contractor in terms of his Specification, the Act and the Construction Regulations.
- 10.0** The Contractor shall, throughout execution of the Contract, ensure that all conditions imposed on his sub-contractors in terms of the Act and the Construction Regulations are complied with, as if they were the Contractor.

GENERAL REQUIREMENTS

Health and Safety Plan

The Contractor shall provide and demonstrate to the Employer a suitable and sufficiently documented health and safety plan, in compliance with the Act and the Regulations, which shall be applied from the date of commencement of and for the duration of execution of the Works.

- a) The Contractor’s health and safety plan shall include the following principles:-
- i) A Health and Safety Policy authorized by the Contractor’s executive corps that clearly states overall health and safety objectives and commitment to improving health and safety performance.
 - ii) A proper risk assessment of the construction work.
 - iii) Pro-active identification of potential hazards and unsafe working conditions.
 - iv) Informing and or training of employees working in hazardous and risk areas.
 - v) Provision of a safe working environment and safety equipment. Ensure the safety of sub-contractors through their safety plans.
 - vi) Monitoring health and safety on the construction works on a regular basis.
 - vii) Use of competent construction safety officers.
- b) The Contractor’s health and safety plan should cover the following detail:-
- (i) Health and Safety Policy.
 - (ii) Indication of competent supervision on site.
 - (iii) Duties and responsibilities of all appointed persons on the project.
 - (iv) Indication of condition and availability of high-risk equipment, tools & equipment.
 - (v) Monitoring mechanisms.
 - (vi) Risk assessments of hazards identified.
 - (vii) Arrangements for continuous risk assessments on the project.
 - (viii) Medical and first air arrangements.
 - (ix) Accident / incident reporting and investigation arrangements.
 - (x) Personal protective equipment arrangements.
 - (xi) Site health and safety meeting arrangements.
 - (xii) Maintenance arrangements of machinery and equipment.
 - (xiii) Designer / Engineer interaction arrangements.
 - (xiv) Workers welfare facilities.
 - (xv) Induction arrangements.
 - (xvi) Training arrangements.
 - (xvii) Performance review and improvements on the project.
 - (xviii) Past health and safety performance statistics of the Contractor.

Health and Safety File:

- a) The Contractor shall ensure that a health and safety file, which shall include all documentation required in terms of the provisions of this specification, the Act and the Regulations, is opened and kept on site and made available to the Employer or inspector upon request.
- b) The Contractor’s health and safety file should inter alia cover the following detail:-
- (i) A copy of the health and safety plan.
 - (ii) All inspection reports.
 - (iii) Accident and incident reports.

- (iv) Minutes of monthly health and safety meetings.
- (v) Contact details of the CSO.
- (vi) Inventory of safety and first aid equipment.
- (vii) Method statements and procedures not included in the health and safety plan.
- (viii) Continuous risk assessments on the project.

e) Upon completion of the works, the Contractor shall hand over a consolidated health and safety file to the Employer.

Appointments:

Construction Supervisor:(CS) Site Agent

The Contractor shall in writing appoint a full time competent employee as the Site Agent/construction supervisor, with the duty of supervising construction of the Works.

Construction Safety Officer (CSO) or Safety Representative

Before commencing with the Works, the Contractor shall designate in writing a competent and qualified Construction Safety Officer or Safety Representative who shall be acceptable to the Employer, to represent and act for the Contractor in health and safety and related matters.

Monitoring Mechanisms

- Inspections as required by the Act must be conducted and the records thereof kept in the health and safety file.
- Weekly inspections of first aid boxes.

First Aid

Safety Notice Board

The Contractor shall provide a safety notice board where safety notices, site regulations concerning safe working practice and information on the location of the nearest first aid station, can be conspicuously displayed to its entire staff. The size of the notice board shall be at least 600mm x 800mm.

First Aid Equipment

The Contractor shall provide a stretcher for emergencies and a first aid box with the minimum contents as prescribed by the General Safety Regulations as published by mean of Government Notices.

Hazard Notices

The Contractor shall display hazard notices in all areas where hazardous conditions prevail or may occur. Areas so demarcated shall be deemed to be “designated areas”.

Reporting of incidents and / or injuries

All incidents in respect of damage to Works, property or machinery or injury to persons shall be reported by the CSO or Site Representative to the Employer as soon as possible.

A mandatory incident report form, containing full details of the incident, shall be completed and submitted to the Employer within twenty-four (24) hours of the occurrence of the incident.

The Employer shall have the right to make all or any enquiries as to the cause and result of any such incident. The Contractor shall provide the Employer with full facilities for carrying out such enquiries.

Good Housekeeping

The Contractor shall at all time carry out the Works in as manner to avoid the risk of bodily harm to persons or risk of damage to any property. The contractor shall take all precautions, which are necessary and adequate to eliminate any conditions, which contribute to the risk of injury to persons or damage to property. The Contractor shall continuously inspect all work, materials and equipment to discover and determine any such conditions and shall be solely responsible for the discovery, determination and elimination of such conditions.

The Contractor shall keep the construction site neat and tidy and shall dispose of all waste material in an orderly manner.

All materials and equipment on the construction site shall be stored neatly and safely.

Reporting of incidents and / or injuries

The Contractor shall provide the necessary personal protective clothing for his employees in hazardous areas, appropriate to the nature of the hazard.

Hard Hats

All employees of the Contractor shall wear hard hats in designated areas. The Contractor shall keep enough hard hats available, of a contrasting colour to that of his employees, for the use of visitors to the Works. Hard hats not to be painted or defaced.

Eye & Ear Protection

Suitable eye and/or ear protection shall be worn in designated areas or when grinding, chipping, breaking, drilling, arc-welding, cutting with oxy-acetylene equipment or similar activities are taking place.

Clothing and Footwear

All employees of the Contractor shall wear serviceable, requisite work suits, laced-up safety footwear suitable for the intended purpose in designated areas.

Gloves

All employees of the Contractor shall wear suitable protective gloves in designated areas or when handling hot or hazardous materials or chemicals. Reflective vests shall be worn when working in or close to areas where traffic or movement of vehicles, earth moving equipment and poor visibility occur. Persons working

over an accumulation of water e.g. reservoirs, rivers, dams or harbours, where a danger exists of falling into the water, shall wear life belts.

Road Traffic and Transportation

The Contractor shall ensure that vehicles are maintained in a roadworthy condition.

The Contractor shall ensure that drivers of vehicles are in possession of an appropriate and valid drivers licence.

The Contractor shall not permit any driver to be in control of a vehicle on the works while under the influence of intoxicating liquor or narcotic drugs.

All vehicles of the Contractor shall display a name board bearing the Contractor's name. hired vehicles shall bear an identifying sticker.

Overhead Powerlines

Regulations of the electricity supply authority in connection with prohibition of operations in the vicinity of overhead power lines shall be complied with by the Contractor at all times.

Machinery, Tools and Equipment

The Contractor shall ensure that all machinery, tools and equipment are safe to use and maintained in a good condition. All tools and machinery, tools and equipment are to be regularly inspected and such registers are to be kept on site.

Welfare Facilities

The Contractor shall provide and maintain at or within reasonable access of the Works, the following clean facilities:

- a) At least one (1) shower for every fifteen (15) workers of each gender (*not applicable in this contract*).
- b) At least one (1) sanitary facility for every thirty (30) workers for each gender.

SPECIAL REQUIREMENTS:

Formwork and Support Work

The Contractor shall ensure that:

- a) all formwork and support work operations are carried out under the supervision of a competent person who has been appointed by the Contractor in writing for that purpose that no loads are imposed onto the structure that the structure is not designed to withstand.
- b) all formwork and support work structures are adequately designed, erected, supported, braced and maintained so that they will be capable of supporting all anticipated vertical and lateral loads that may be applied to them and also that no loads are imposed onto the structure that the structure is not designed to withstand.
- c) the foundation conditions are and remain suitable to withstand the load caused by the framework and support structure and any imposed loads such that the framework and support work structure are stable.
- d) all formwork and support work structures are inspected by a competent person, who has been appointed by the Contractor in writing for that purpose, immediately before, during and after the placement of concrete or any other imposed load and thereafter on a daily basis until the formwork and support work structure has been removed and the results have been recorded in a register, kept in the health and safety file.
- e) Upon casting concrete, the support work or formwork structure should be left in place until the concrete has acquired sufficient strength to support safely, not only its own load, but also any imposed loads and not removed until authorization has been given by the competent person contemplated in sub paragraph (a).

Prevention of Uncontrolled Collapse

The Contractor shall ensure that:

- (a) all reasonably practicable steps are taken to prevent the uncontrolled collapse on any new or existing structure or any part thereof, which may become unstable or is in a temporary state of weakness or instability due to the carrying out of construction work; and
- (b) no structure or part of a structure is loaded in a manner that would render it unsafe.

Scaffolding

- (a) when using access scaffolding the Contractor shall ensure that such scaffolding, when used, complies with the Regulations under section 44 of the Act.
- (b) the Contractor shall ensure that all scaffolding operations are carried out under the supervision of a competent person who has been appointed in writing and that all scaffold erectors, team leaders and inspectors are competent to carry out their work.
- (c) all scaffolding shall comply to SABS 085 “The design, erection, use and inspection of access scaffolding” of which a copy shall be kept in the health and safety file.

Safe Working Loads

The Contractor shall ensure that:

- (a) the safe working loads of hoists, load bearing beams and cranes are prominently at all times;
- (b) the safe working loads are not exceeded under any circumstances; and
- (c) all lifting gear is marked with a unique identity number and recorded in a register kept in the health and safety file.

Excavations

- (a) Digging or excavation operations may not commence without the written authorization from the competent supervisor appointed by the Contractor in writing.

- (b) Adequate precautions shall be taken by the Contractor to prevent slumping of excavations, as well as to prevent rocks and loose material falling onto workers.
- (c) All excavations by the Contractor are to be clearly demarcated to prevent accidental access. Solid barricading shall be used at areas where there is a fall hazard present (save for pipe trenches). Danger tape may only be used to make the solid barricading more visible.

Indemnity of Employer and His Agents

- (a) The annexure to this Contract Document contains a declaration pertaining to the Health and Safety Plan which shall be duly completed and signed by the Tenderer.
- (b) Any acceptance, approval, check, certificate, consent, examination, inspection, instruction, notice, observation, proposal, request, test or similar act by either the Employer or any of his Agents (including absence of disapproval) shall not relieve the Contractor from any responsibility he has under the Contract, the Act and the Construction Regulations, including responsibility for errors, omissions, discrepancies and not-compliances.

Measurement and Payment:

The Contractor shall clearly demonstrate that he has indeed made provision for the cost of health and safety measures during the construction process, as required in terms of Sub-clause 4(1)(h) of the Construction Regulations (2003) proclaimed under section 43 of the Occupational Health and Safety Act. (Act No 85 of 1993).

- The tendered price shall include for compliance to the following legislation:
- Compensation for Occupational Injuries and Diseases Act, 130 of 1993;
- Occupational Health and Safety Act, 85 of 1993 and Regulations promulgated there under; and
- Construction Regulations, 2003.

Differentiation shall be made in the Schedule of Quantities between the following two payment items:

- Establishment by the contractor of facilities on site, and
- Operations and maintenance by the Contractor of facilities on site to ensure that all work is executed in accordance with above mentioned legislation and this Specification.

EPWP Specific Project Specifications

EPWP Special Project Specification

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

Requirement for Sourcing and engagement of Labour

Unskilled and semi-skilled labour required for the execution of all labour intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.

The minimum rate of pay set for the EPWP is R per task or per day.

Tasks established by the contractor must be such that:

- a) the average worker completes 5 tasks per week in 40 hours or less; and
- b) the weakest worker completes 5 tasks per week in 55 hours or less.
- c) The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 1.1.3 of the EPWP Infrastructure Guidelines.
- d) The Contractor shall, through all available community structures, inform the local community of the labour intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:
 - a) where the head of the household has less than a primary school education;
 - b) that have less than one full time person earning an income;
 - c) where subsistence agriculture is the source of income.
 - d) those who are not in receipt of any social security pension income

Employment demographics

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

- a) 60 % women;
- b) 55% youth who are between the ages of 18 and 35; and
- c) 2% on persons with disabilities.

PART 5

SITE INFORMATION

Records and Test Results: nil

Subsoil records: there are no tests undertaken as they are not necessary for the nature of the works to be implemented.

Reports on Physical Conditions

Locality Plan

Site location boundaries are indicated on the locality layout plans

Information about services below the surface of the site

Water

There are no water networks identified of the drawing. It will be the responsibility of the contractor to ascertain existence of any pipes underground that will be affected by the execution of works.

Information about adjacent main infrastructure

Buildings

The proposed route for the internal street will be along the existing streets servicing the respective settlements.

Extension of Time Arising from Abnormal Rainfall (Cl: 5.12.2.3)

“The extension of time to be allowed due to abnormal rainfall shall be calculated separately for each calendar month or part thereof in accordance with the following formula:

$$V = (Nw - Nn) + (Rw - Rn)/x$$

$$V = \text{Extension of time in calendar days for the calendar month under consideration}$$

$$Nw = \text{Actual number of days during the calendar month on which a rainfall of 10 mm or more has been recorded}$$

$$Nn = \text{Average number of days for the calendar month on which a rainfall of 10 mm or more has been recorded, as derived from existing rainfall records}$$

$$Rw = \text{Actual recorded rainfall for the calendar month}$$

$$Rn = \text{Average rainfall for the calendar month, as derived from existing rainfall records}$$

$$x = 20$$

The rainfall records which shall provisionally be accepted for calculation purposes are:

Based on records taken at Tzaneen Rainfall Station .

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

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

The contractor will be required to have a proper rain gauge on site and have the records captured accordingly and reported monthly at the site progress meetings.

MARULENG MUNICIPALITY



TENDER DOCUMENT FOR:

WILLOWS INTERNAL STREETS – PHASE 2

CONTRACT No: MLM/SCM/28/2025

SET OF TENDER DRAWING



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