



## GA-SEGONYANA LOCAL MUNICIPALITY

BID NO: 01/2025-26

### PANEL APPOINTMENT: APPOINTMENT OF CONTRACTORS FOR THE CONSTRUCTION OF RURAL WATER SUPPLY FOR A PERIOD OF 36 MONTHS

NAME OF BIDDER : .....

AUTHORISED CONTACT  
PERSON : .....

ADDRESS OF BIDDER: .....

TEL. NUMBER: .....

EMAIL ADDRESS: .....

ISSUED BY:
SCM OFFICE/ PMU OFFICE
Ga-Segonyana Local Municipality Cnr. of Voortrekker & School Streets
KURUMAN, 8460
Tel: 053 712 9300
Fax: 053 712 3581
Email: <a href="mailto:clekoma@gasegonyana.gov.za">clekoma@gasegonyana.gov.za</a> / <a href="mailto:gmonchwe@gasegonyana.gov.za">gmonchwe@gasegonyana.gov.za</a>



Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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

**BID No: 01/2025-26**



**VERY IMPORTANT NOTICE ON EVALUATION:**

A bid not complying with the peremptory requirements stated hereunder will be regarded as not being an "Acceptable bid", and as such will be rejected. "Acceptable bid" means any bid which, in all respects, complies with the conditions of bid and specifications as set out in the bid documents, including conditions as specified in the Preferential Procurement Policy of the Municipality.

1. If any pages have been removed from the bid document, and have therefore not been submitted, or a copy of the original bid document has been submitted.
2. Failure to complete the schedule of quantities as required, i.e only lump sums provided.
3. Scratching out, writing over or painting out rates, without initialling next to the amended rates or information, affecting the evaluation of the bid.
4. The use of correction fluid (i.e tippex) or any erasable ink, e.g. Pencil.
5. Non-attendance of mandatory/compulsory:
  - o Site inspections or;
  - o Information/Clarification meetings
6. **THE BID HAS NOT BEEN PROPERLY SIGNED BY A PARTY HAVING THE AUTHORITY TO DO SO ACCORDING TO THE EXAMPLE OF "AUTHORITY FOR SIGNATORY"**
7. No authority for signatory submitted – See example, where it is stated that a duly signed and dated original or certified copy of the company's relevant resolution (for each specific bid) of their members or their board of directors, must be submitted T2 (T2.2.8 p23).
8. The bid has been submitted either in the wrong bid box or after the relevant closing date and time.
9. If any municipal rates and taxes or municipal service charges owed by the bidder or any of its directors to the municipality, or any other municipal entity, are in arrears for more than three months.
10. The accounting officer must ensure that irrespective of the procurement process followed, no award may be given to a Person -
  - (a) who is in the service of the state, or;
  - (b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder, is a person in the service of the state; or;
  - (c) who is an advisor or consultant contracted with the municipality in respect of contract that would cause a conflict of interest.
11. Failure to provide:
  - (a) Written proof of registration with the CIDB, in an appropriate contractor grading designation **7CE(PE STATUS DOES NOT QUALIFY) or higher**, as required in the bid document.
13. Failure to attach a copy of a valid signed Joint Venture/Consortium agreement (if applicable) to the bid document.

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

1. Signed Certificates of Tenderers Visit to Site (ANNEXURE E)
2. Late Submissions after **12H00 on. 19 SEPTEMBER 2025**
3. Written proof of Registration with the CIDB.
4. Valid JV Agreement if Tenderer is tendering as a Joint Venture.
5. Changes and correction in the tender documents not signed by tenderer.
6. Non completion or partially completed form as under Part T2 – Returnable Documents.
7. Copy of Company Registration Certificate from the Registrar of Companies.
8. Letter of Good Standing.
9. Bank Grading of C. Verification will be done.
10. Registration on Central Supplier Database, (Both JV Partners).

**NOTE:**

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

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

Client

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Contractor

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**PART T1**

**TENDERING PROCEDURES**

**Client**

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**Contractor**

**Witness 1**

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## T1: TENDERING PROCEDURES

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# TENDER NOTICE



## GA-SEGONYANA LOCAL MUNICIPALITY

### INVITATION TO BID

BID NO	BID DESCRIPTION	CIDB Grading	FUNCTIONALITY CRITERIONS	TECHNICAL CONTACT PERSON	CLOSING DATE, TIME AND VENUE	PREFERENCE POINTS
01/2025-26	Panel Appointment: Appointment of Contractors for the Construction of Rural Water Supply for the Period of 36 Months	7CE	Experience – 50 Key Personnel – 20 Financial Standing – 10 Capital Resources - 20 Min Score - 70	Mrs. G Monchwe 053 712 9403  Mr. T. Lekoma 053 712 9331	19 September 2025  12H00	80/20

Bids marked with reference number on the outside of the sealed envelope must be placed in the Bid Box of **Ga-Segonyana Local Municipality** on or before the closing date as indicated above. Bid Documents are obtainable from the **22 August 2025**, for a non-refundable fee of **R2, 000.00** per document at the **Cashiers Office**, Cnr Voortrekker and School Street, Kuruman, 8460 OR can be **downloaded free of charge** at [www.etenders.gov.za](http://www.etenders.gov.za) and/ or [www.ga-segonyana.gov.za](http://www.ga-segonyana.gov.za).

Bids will be evaluated based on the Preferential Procurement Policy of the Municipality and the municipal's Supply Chain Management Policy. **Bids must be accompanied by a valid TAX COMPLIANCE STATUS (TCS with pin). Bidders must be registered on the Central Supplier Database (CSD) for Government.**

**M. M. TSATSIMPE (MUNICIPAL MANAGER)**

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Contractor

Witness 1

Witness 2



**T1.2**

**CHECKLIST FOR  
MANDATORY  
DOCUMENTS**

**Client**

**Witness 1**

**Witness 2**

**Contractor**

**Witness 1**

**Witness 2**





### T1.3: CHECKLIST OF MANDATORY DOCUMENTATION

ANNEXURE	ITEM	CONTRACTOR TICK OFF	ENGINEER CERTIFIED
A	TAX COMPLIANCE STATUS WITH PIN		
B	(CK 2)/COMP REG/MEMBER		
C	B-BBEE STATUS LEVEL CERTIFICATE		
D	LETTER OF GOOD STANDING (COMPENSATION FUND)		
E	CIDB GRADING MIN 7CE OR HIGHER (PE STATUS DOES NOT QUALIFY)		
F	COMPANY PROFILE		
G	JV AGREEMENT (IF APPLICABLE)		
I	CONFIRMATION OF FINANCIAL INSTITUTION TO SUPPLY GUARANTEE		
J	ATTEND SITE INSPECTION		
K	COMPLETION OF BILL OF QUANTITIES WITH BLACK INK		
L	RECEIPT – IF BOUGHT FROM THE MUNICIPALITY		
M	BBBEE CERTIFICATE AND PROOF OF LOCALITY		
N	CERTIFIED ID DOCUMENT		
O	PROOF OF RESIDENCE		
P	PROOF OF PAYMENT OF MUNICIPAL SERVICES FOR BOTH RESIDENCE AND BUSINESS PERMITS		

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**T1.3**

**TENDER DATA**

**Client**

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**Witness 1**

**Witness 2**



## T1.3: TENDER DATA

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## **T1.3: TENDER DATA**

The Standard Conditions of Tender 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.

The Conditions of Tender are the Standard Conditions of Tender as contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement as was first published in Board Notice 62 of 2004 in Government Gazette No 26427 of 9 June 2004. It was subsequently amended in Board Notice 67 of 2005 in Government Gazette No 27831 of 22 July 2005, Board Notice 99 of 2005 in Government Gazette No 28127 of 14 October 2005, Board Notice 93 of 2006 in Government Gazette No. 29138 of 18 August 2006 and Board Notice 8 of 2008, published in Government Gazette No. 30692 of 1 February 2008 and as amended from time to time. (see: [www.cidb.org.za](http://www.cidb.org.za))

Each item of data given below is cross-referenced to the clause marked "F" in the Standard Conditions of Tender.

### **F.1 GENERAL**

#### **F.1.1 ACTIONS**

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

##### **THE EMPLOYER IS**

Name	:	GA-SEGONYANA LOCAL MUNICIPALITY
Postal Address	:	Private Bag X1522 KURUMAN 8460
Tel No	:	053 712 9300
Fax No	:	053 712 3581
Physical Address	:	GA-SEGONYANA LOCAL MUNICIPALITY Cnr. Voortrekker & School Street KURUMAN 8460

#### **F.1.2 TENDER DOCUMENT**

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

The tender documents issued by the Employer comprises the following:

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**THE TENDER**

**PART T1 TENDERING PROCEDURES**

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**THE CONTRACT**

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ANNEXURE C LOCALITY PLAN  
ANNEXURE D DRAWINGS ISSUED TO TENDERER  
ANNEXURE E SITE INSPECTION CERTIFICATE

Client

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Witness 2

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Witness 1

Witness 2



**F.1.4 THE EMPLOYER'S AGENT IS**

Name : Godimong Consulting Engineers  
Postal Address : PO Box, 3678  
**Mmabatho**  
North West, 2735  
Tel No : (018)381 1478  
Fax No : (018)381 0488  
Physical Address : 05 Dadford Street, Mahikeng, North West, 2745

**F.2.1 ELIGIBILITY**

Only those tenderers who are registered with the CIDB, or are capable of being so prior to the closure of tender, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **7CE(PE STATUS DOES NOT QUALIFY) or higher class** of construction work, are eligible to submit tenders.

The contractor is required to recruit **at least 70% of his unskilled labour** and as much skilled labour as is practical possible from the local community (target area). The contractor is permitted to bring his skilled permanent employees, such as machine operators, surveyors, time-keepers, store-keepers and other skilled employees to the Site.

The target area shall be the geographic area which falls within the boundaries of the Ga-Segonyana Local Municipal Area.

Schedule 1D : Personnel Schedule must be completed and the employer may reject tenders not complying with the threshold of 70% labour.

The contractor shall prepare and attach to his claims for payment, in a form approved by the employer, a schedule which lists the names, identity numbers, nationality, gender, trade/occupation, period of employment, employment number and the like, of the individuals classed as targeted labour. Non-compliance with these requirements during the construction period, in any way whatsoever, will be adequate reason for suspending the works. No extension of time will be considered for delays due to non-compliance with the abovementioned requirements.

It is advised that a minimum of **70/30% JV partnership** should be formed with a **Local Sub-Contractor** (who is a resident within the Ga-Segonyana Local Municipal Area. It is not a mandatory requirement.

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Contractor

Witness 1

Witness 2



Joint ventures are eligible to submit tenders provided that :

1. **Every member of the joint venture is registered with the CIDB; under the CE class.**
2. The **lead partner** has a contractor grading designation in the **7CE(PE STATUS DOES NOT QUALIFY) or higher class** of construction work; and must **supply the guarantee of 10%** of the contract value. (Excluding VAT and Contingencies)

A contract will only be entered into with a tenderer who has in his employment and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff.

Accept that only those tenderers with a bank rating of not **less than a “C”** can be considered for evaluation **based on a contract value of ± R15 000 000.00.**

**No Cessions will be allowed under this contract.**

Non-compliance with these requirements during the construction period, in any way whatsoever, will be adequate reason for suspending the works. No extension of time will be considered for delays due to non-compliance with the abovementioned requirements.

#### F.2.2 COST OF TENDERING

Add the following to the clause :

“Accept that the Employer will not compensate the tenderer for any costs incurred in attending interviews in the office of the Employer or the Employer’s Agent”.

#### F.2.5 REFERENCE DOCUMENTS

- The document “General Conditions of Contract for Construction Works;., Third Edition, 2015, of the South African Institution of Civil Engineers.

Tenderers, Contractors and Sub Contractors shall obtain their own copies of this document for tendering purposes and for use for the duration of the Contract from the Secretary of the South African Institution of Civil Engineering, Private Bag X200, Halfway House, Midrand, 1685 and shall bear all expenses in this regard.

#### F.2.7 SITE VISIT AND CLARIFICATION MEETING

For particulars regarding the **compulsory Site Inspection** see Tender Notice and Invitation to Tender T1.1.

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Witness 1

Witness 2



#### F.2.11 ALTERATIONS TO DOCUMENTS

Add the following clause :

“To correct errors made, draw a line through the incorrect entry and write the correct entry in black ink and place the full signatures of the authorized signatories next to the correct entry.

#### F.2.12 ALTERNATIVE TENDER OFFER

If the Tenderer desires to submit for consideration any alternative method of construction, time for completion or any other variation, separate Tender Forms, Schedules of Quantities and/or a detailed statement must accompany the tender setting out the salient features of the alternative or variation proposed.

No alternative tender will be considered unless a tender without any qualifications and strictly on the basis of the Tender Documents is also submitted.

Where it is desired to submit alternative tender involving modifications to design or qualifications, which would alter the Tender Documents, the following, procedure must be observed:-

- It must be accompanied by supporting information, drawings, calculations and a priced alternative Schedule of Quantities to enable its technical acceptability, construction time and price to be fully assessed.
- Any alternative Tender involving modifications to design will be assessed on its merits and may be accepted. An accepted alternative design will become the design for the purpose of the contract.
- A decision whether or not to adopt a technically acceptable modified design, will be governed by the amount of the overall saving and the advantages to the Employer, which the modified design can be reliably expected to achieve. Matters to be considered in arriving at the overall saving will include the effect of any deferment in starting date arising from extra time needed for the preparation of an amended contract for signature.

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

#### F.2.13 SUBMITTING A TENDER OFFER

F.2.13.2 Each Tenderer is required to return the complete set of documents as listed in the Tender Data with all the required information supplied and completed in all respects.

F.2.13.3 Parts of each Tender Offer communicated on paper shall be submitted as an original plus zero copies.

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Witness 2

Contractor

Witness 1

Witness 2





F2.13.4 Add the following to the clause :

“Only authorized signatories may sign the original and all copies of the tender offer where required in terms of F2.12.3.

In the case of a **ONE-PERSON CONCERN** submitting a tender, this shall be clearly stated.

In case of a **COMPANY** submitting a tender, include a copy of a **resolution by it's board of directors** authorizing a director or other official of the company to sign the documents on behalf of the company.

**F.2.13.5 THE EMPLOYER'S ADDRESS FOR DELIVERY OF TENDER OFFERS**

The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are as per Tender Notice and Invitation to Tender T1.1.

**F.2.13.6 A TWO- ENVELOPE PROCEDURE WILL NOT BE FOLLOWED**

**F.2.14 INFORMATION AND DATA TO BE COMPLETED IN ALL ASPECTS**

Add the following to the clause :

“Accept that the Employer shall in the evaluation of tenders take due account of the Tenderer's past performance in executing for similar engineering works of comparable magnitude, and the degree to which the possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the contract period. Satisfy the Employer and Engineer as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, by furnish details in Section T2.2.

**F.2.15 CLOSING TIME FOR SUBMISSION OF TENDER OFFERS**

The closing time for submission of tender offers is as per Tender Notice and Invitation to Tender T1.1.

Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

**F.2.16 TENDER OFFER VALIDITY**

The Tender Offer validity period is **90 days**.

Add the following to the clause :

“If the tender validity expires on a Saturday, Sunday of public holiday, the Tender Offer shall remain valid and open for acceptance until the closure of business on the following working day”.

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**F.2.17 CLARIFICATION OF TENDER OFFER AFTER SUBMISSION**

Replace the contents of the clause with the following clause:

“Provide clarification of a Tender Offer in response to a request to do so from the Employer during the evaluation of Tender Offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors resulting from the product of the unit rate and the quantity by the adjustment of certain line item totals. No change in the unit rate or prices or substance of the Tender Offer is sought, offered, or permitted. The total of the prices shall be adjusted to reflect the arithmetically correct summation of corrected line item totals and shall be binding upon the Tenderer”.

**F.2.19 INSPECTIONS, TESTS AND ANALYSIS**

The Tenderer must provide access during working hours to his premises for inspections on request.

**F.2.23 CERTIFICATES TO BE SUBMITTED WITH TENDER**

The following certificates/information are to be provided with the tender offer:

1. Certified copy of Certificate of Incorporation (if tenderer is a company).
2. Certified copy of Founding Statement (if tenderer is a Closed Corporation).
3. Certified copy of Partnership agreement (if tenderer is a Partnership).
4. Tax Compliance Status (TCS), (with PIN) issued by the South African Revenue Services. In terms of joint ventures, TCS must be submitted by each joint venture partner.
5. Certified copy of Identity Documents of all Partners, Directors, Owners, Members or Shareholders.
6. Certified copy Proof of payment of municipal services for business properties as well as residential properties registered in the name(s) of all Partners, Directors, Owners, Members and /or Shareholders.
7. Certified copy valid registration certificate in terms of the Compensation of Occupational Injuries and Diseases Act.

In cases where the tenderer has failed to submit any of the documents above with the tender, the Municipality reserves the right to at any time after the closure of the tender, but before the award of the tender, request the tenderer to provide the outstanding documents within 7 (seven) calendar days from date of notification.

**F.2.25 PROHIBITIONS ON AWARDS TO PERSONS IN SERVICE OF THE STATE**

Accept that the Employer is prohibited to award a tender to a person:

- a) Who is in the service of the state; or

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- b) If that person is not a natural person, of which any director, manager, principal shareholder or stake holder is a person in the service of the state; or
- c) A person who is an **employer, advisor or consultant** contracted with the municipality or municipal entity.

**“In the service of the state”** means to be:

- a) A member of :
- Any municipal council;
  - Any provincial legislature; or
  - The National Assembly or the National Council of Provinces;
- b) A member of the board of directors of any municipal entity;
- c) An official of any municipality or municipal entity;
- d) An employee of any national or provincial department, national or
- e) Provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- f) A member of the accounting authority of any national or provincial public entity; or
- g) An employee of Parliament or a provincial legislature.

In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in section T2.2 must be completed.

## F.2.28

### TAX

Accept that TCS may be submitted with this tender document. In cases, where the tenderer has not submitted the TCS, the Municipality reserves the right to, at any time after the closure of the tender, but before the award of the tender, request the tenderer to provide an original, valid TCS within 7 (seven) calendar days from date of notification.

Tenderers should note that in accordance with legislation, no contract may be awarded to a/an person/entity who **IS NOT TAX COMPLAINT IN LINE WITH THE MUNICIPAL REGULATIONS.**

**Each party to a Consortium/Joint Venture must submit a separate TCS.**

## F.3.1

### RESPOND TO CLARIFICATION

Replace the contents of the clause with the following:

“Respond to a request for clarification received up to seven calendar days before the tender closing time stated in the tender data and notify all Tenderers who drew procurement documents”.

Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



#### F.3.4 OPENING OF TENDER SUBMISSIONS

The time and location for opening of the tender offers are as per Tender Notice and Invitation to Tender T1.1.

#### F.3.8.1 Add the following to the clause:

**“Failure** on the part of the Tenderer **to submit** details to any one of the returnable documents listed in clause **F2.23 will** result in a tender offer being regarded as **non-responsive**”.

#### F.3.11 EVALUATION OF TENDER OFFER

See Part F.3.12.1. Evaluation Criteria

#### F.3.13 ACCEPTANCE OF TENDER OFFER

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

#### TENDER OFFERS WILL ONLY BE ACCEPTED ON THE FOLLOWING CONDITIONS

1. The tenderer has in his or her possession an TCS issued by the South African Revenue Services.
2. The tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation.
3. The tenderer is not in **arrears** with **municipal rates and taxes** and municipal service charges.
4. The tenderer or any of its directors is not listed in the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector
5. The tenderer has not :
  - Abused the Employer's Supply Chain Management System.
  - Failed to perform on any previous contract and has been given a written notice to this effect.
6. The tenderer has completed Schedule 1A : Declaration of interest and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially comprise the tender process.  
A tender offer will only be accepted on condition that such acceptance is not prohibited in terms of clause 44 of the Municipal Supply Chain Management Regulations published in terms of the Municipal Management Act. 2003.

Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**F.3.18 COPIES OF CONTRACT**

One signed copy of contract shall be provided by the Employer to the successful Tenderer.

**F.3.19 ENVELOPE SYSTEM**

One envelope system will be followed.

Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**T1.4**

**STANDARD  
CONDITIONS OF TENDER**

**Client**

**Witness 1**

**Witness 2**

**Contractor**

**Witness 1**

**Witness 2**



## T1.4 : STANDARD CONDITIONS OF TENDER

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Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



## T1.4 : STANDARD CONDITIONS OF TENDER

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Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2





## T1.4: STANDARD CONDITIONS OF TENDER

### F.1 GENERAL

#### F.1.1 Actions

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

#### F.1.2 Tender Documents

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

#### F.1.3 Interpretation

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

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

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

- a) **Comparative offer** means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration.
- b) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- c) **Fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels.
- d) **Quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



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

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

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

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

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

### **F.2 TENDERER'S OBLIGATIONS**

#### **F.2.1 Eligibility**

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

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

Accept that the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements

Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



### F.2.3 Check documents

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

### F.2.4 Confidentiality and copyright of documents

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

### F.2.5 Reference documents

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

### F.2.6 Acknowledge addenda

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

### F.2.7 Clarification meeting

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

### F.2.8 Seek clarification

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

### F.2.9 Insurance

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

### F.2.10 Pricing the tender offer

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

**F2.10.2** Show VAT payable by the employer separately as an addition to the tendered total of the prices.

Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



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

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

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

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

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

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

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

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

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

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

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

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

Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

- F.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- F.2.13.6** Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- F.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- F.2.13.8** Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

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

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

**F.2.15 Closing time**

- F.2.15.1** Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall **not** accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.
- F.2.15.2** Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.
- F.2.15.3** Tenders submitted after closing on **19 SEPTEMBER at 12H00** will not be considered.

Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



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

- F.2.16.1** Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- F.2.16.2** If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.

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

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both).

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

- F.2.18.1** Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), referencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.
- F.2.18.2** Dispose of samples of materials provided for evaluation by the employer, where required.

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

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

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

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

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

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

Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



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

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

### **F.2.23 Certificates**

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

## **F.3 THE EMPLOYER'S UNDERTAKINGS**

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

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

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

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

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

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

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

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

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

Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2





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

**F.3.5 Two-envelope system**

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

- F.3.5.2** Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

**F.3.6 Non-disclosure**

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

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

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

**F.3.8 Test for responsiveness**

- F.3.8.1** Determine, after opening and before detailed evaluation, whether each tender offer properly received:
- a) complies with the requirements of these Conditions of Tender,
  - b) has been properly and fully completed and signed, and
  - c) is responsive to the other requirements of the tender documents.

Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**F.3.8.2**

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

- a) Detrimently affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) Change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

All tenders that fail to achieve minimum of 45 points for functionality assessments will be regarded as non-responsive.

**F.3.9 Arithmetical errors**

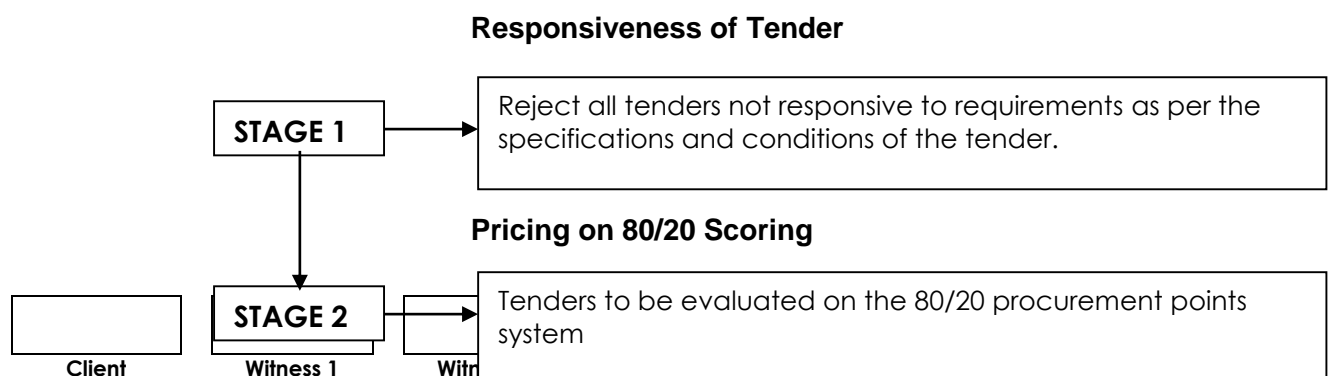
Please take note that correction of tenders (arithmetical errors) will be allowed for in this tender and will be used to evaluate all tenderers.

**F.3.10 Clarification of a tender offer**

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

**F.3.11 Evaluation of tender offers****F3.11.1 General**

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

**EVALUATION FLOW DIAGRAM**



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

Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



Submissions will be also evaluated on the following criteria:

EVALUATION CRITERIA	POINTS
<b>Price</b>	<b>80</b>
<b>B-BBEE</b>	<b>10</b>
<b>Locality</b>	<b>10</b>
<b>Total Score</b>	<b>100</b>

Price will be weight 80/90 points, and the Targeted goals will weight 20/10 points to add up to **100**.

### F.3.11.2 Scoring Financial Offers

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

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

$N_{FO}$  = the number of tender evaluation points awarded for the financial offer.

$W_1$  = the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

$A$  = a number calculated using either formulas 1 or 2 below as stated in the Tender Data.

Formula	Basis for comparison	Option 1	Option 2
1	Highest price or discount	$(1 + \frac{(P - P_m)}{P_m})$	$P/P_m$
2	Lowest price or percentage commission/fee	$(1 - \frac{(P - P_m)}{P_m})$	$P_m/P$

where:

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

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

### F.3.11.3 Scoring quality (functionality)

Score quality in each of the categories stated in the Tender Data and calculate total score for quality.

### F.3.12 Insurance provided by the employer

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

Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



#### F .3.12.1 BID EVALUATION CRITERION

The bid will be evaluated on **FUNCTIONALITY** with the following criteria:

##### **Experience and track record**

**50**

Previous Similar Projects (Completion Certificates and Appointment letter from employers should be attached to claim points).

- Each Appointment and Completion Certificate letter of similar projects (Project value of the value of R15m or above Per Project (10 Points)

The following information must be incorporated on the **Appointment Letter (s)**

- Must be in municipal letterhead or any other Company
- Must be duly signed by the authorized official
- Must indicate date of appointment
- Must indicate the amount appointed for;

The following information must be incorporated on the **Completion Certificate;**

- Must be in company or client letterhead;
- Must be duly signed by the authorized official;
- Must be dated;
- Must have an amount (where possible)
- Must have contact details i.e, contact person, contact number, e-mail address

#### **NOTES:**

Bidders can only be awarded **maximum points of 50**, where documents submitted overlaps 50 points no further points will be awarded.

##### **CAPITAL RESOURCES**

**20**

**Plant and Equipment (Proof of ownership or letter of intent to be issues by the leaser with proof of ownership /Disc**

- TLB (Owned/Hired =2 Points)
- Excavator (Owned /Hired= 4 Points)
- Tipper (6MP) (Owned /Hired =2 Points)
- Roller (Owned/Hired = 4 Points)
- Grader (Owned /Hired = 4 Points)
- Tractor & Trailer (Owned /Hired =2 Points)
- LDV (Light Delivery Vehicle) (Owned /Hired= 2 Points)
- Water Tanker (Owned /Hired =4 Points)

Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**Key Personal**

**20**

**Experience of Proposed Key Personnel, Site Supervisor and Safety Officer (20 Points). ( CV's and supporting documentation of the proposed Site Supervisor and Safety Office must be attached with the following information available )**

**Full Name:**

**Date of Birth:**

**Years with Current Firm:**

**Years Experience :**

**Detailed Task Assignment:**

**Key Qualifications:**

- 1x Site Agent with 5 years relevant experience (5 points)
- 1x Site Agent with NQF 5 Qualification with 5 years relevant experience (LIC)(10 points)
- Site Agent with National Diploma or higher (5 Points)
- Safety Officer with First Aid plus PHSA (Construction Regulations) Qualifications 5 Points)

**FINANCIAL STANDING**

**10**

**The Bidder to provide: Account Number, Name of Bank and Branch Code**

- Bank rating better than "C" with proof (10 Points)
- Bank rating "C" with Proof (08 Points)
- Bank rating worse than "C" but accountant in name of bidder (02 points)

**Minimum threshold is 70 points.**

**F.3.13 Acceptance of tender offer**

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

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

**F.3.14 Notice to unsuccessful tenderers**

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

Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**F.3.15 Prepare contract documents**

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

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

**F.3.16 Issue final contract**

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

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

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

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

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

Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**PART T2  
RETURNABLE  
DOCUMENTS**

**Client**

**Witness 1**

**Witness 2**

**Contractor**

**Witness 1**

**Witness 2**

**T2: RETURNABLE DOCUMENTS****CONTENTS**

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	MBD 4	
	MBD 8	
	MBD 9	

Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2





## T2 RETURNABLE DOCUMENTS:

The tender document must be submitted as a whole i.e. Part 1.2 and 3 as it is binded together in one single document herein.

All forms must be duly completed in **black ink** as required, and the documents shall not be taken apart or altered in any way whatsoever.

The list of returnable documents, which consist of forms and schedules to be completed and company specific certificates and information pages to be attached, compromise the following

### T2.1: LIST OF RETURNABLE DOCUMENTS

- T2.1.1 Forms, Certificates and Schedules to be completed & signed.
- T2.1.2 Company Specific Certificates and Information pages to be attached.
- T2.1.3 Preferential Procurement Schedules and Affidavits to be completed, stamped and signed. This information is essential for tender evaluation purposes to allocate points scored for adherence of the tendering company to the specific goals determined for this tender.
- T2.1.4 Records of addenda to tender document
- T2.1.5 The Schedule of Quantities and summary pages to be completed in **black ink.**
- T2.1.6 Alterations and Qualifications by Tenderer
- T2.1.7 Daywork Schedule
- T2.1.8 The Letter of Tender Offer
- T2.1.9 Contractor's Health and Safety Declaration
- T2.1.10 Declaration of Interest
- T2.1.11 Certified copy of Certificate of Contractor registration as proof of his registration with the CIDB as a Category **7CE(PE STATUS DOES NOT QUALIFY) or higher** Contractor.  
Evidence that managing and supervisory staff that will be employed to supervise the labour intensive portion of the works satisfy the legibility requirements.

Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**T2.1.2 Letter of authorization to sign the Form of Offer and where required in tender**

**T2.1.3** The following certificates/information are to be provided with the tender offer :

- a) TCS (or a certified copy) (in terms of the Preferential Procurement Policy of the Municipality).
- b) Certified copy of VAT Registration Certificate (if VAT number is not included in tax clearance certificate).
- c) Certified copy of a Workmen's Compensation Certificate, Act 4 of 2002.
- d) Certified copy of Unemployment Insurance Certificate, Act 4 of 2002.
- e) Certified copy of Certificate of Incorporation (if tenderer is a Company).
- f) Certified copy of Founding Statement (if tenderer is a Closed Corporation).
- g) Certified copy of Partnership Agreement (if tenderer is a Partnership).
- h) Certified copy of Identity Document (if tenderer is a One-man concern).
- i) Joint Venture Agreement (if tenderer is a Joint Venture)
- j) Curriculum vitae of the person who prepares the Contractors Health and Safety Plan.
- k) Curriculum vitae of the Health and Safety Officer the successful tenderer intends appointing in accordance with the Occupational Health and Safety Act (Act 85 of 1993), and
- l) Curriculum vitae of all supervisory staff included in Part T2.2.
- m) All documentation necessary to proof preferential procurement points claimed.
- n) Municipal Accounts (Page T2.2.19).
- o) BBBEE Certificate and Proof of Locality

Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**T2.2: RETURNABLE SCHEDULES, FORMS, CERTIFICATES AND DOCUMENTS  
REQUESTED FOR TENDER EVALUATION PURPOSES**

**CONTENTS:**

**T2.2.1 FORMS, CERTIFICATES AND SCHEDULES**

T2.2.1	SCHEDULE OF SUB-CONTRACTORS
T2.2.2	LIST OF PLANT OWNED BY THE COMPANY
T2.2.3	RECORD OF ADDENDA TO TENDER DOCUMENTS
T2.2.4	ANTICIPATED LABOUR FORCE
T2.2.5	LATEST (RELATED PROJECTS SUCCESSFULLY COMPLETED BY THE COMPANY
T2.2.6	ALTERATIONS BY TENDERER
T2.2.7	PREFERENTIAL POINTS CLAIM FOR IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2001
	T2.2.7.1 PURCHASES
	T2.2.7.2 JOINT VENTURES
	T2.2.7.3 MUNICIPAL AREA
T2.2.8	AUTHORITY FOR SIGNATORY
	i. COMPANY
	ii. CLOSED CORPORATION
	iii. PARTNERSHIP
	iv. JOINT VENTURE
	v. SOLE PROPRIETOR
T2.2.9	STATUS OF TENDERING ENTITY
T2.2.10	QUALITY MANAGEMENT SYSTEMS
T2.2.11	ESTIMATED MONTHLY EXPENDITURE
T2.2.12	SERVICE RECORD (SITE MANAGER)
T2.2.13	DECLARATION OF INTERESTS
T2.2.14	COMPLIANCE WITH OHSA (ACT 85 OF 1993)
T2.2.15.1A	COMPANY DETAILS
T2.2.15.1B	BANK DETAILS: COMPANY
T2.2.15.2A	JOINT VENTURE PARTNERSHIP DETAILS
T2.2.15.2B	BANK DETAILS: JOINT VENTURE PARTNERSHIP
T2.2.16	DECLARATION ON STATE OF MUNICIPAL ACCOUNTS
T2.2.17	DECLARATION OF TENDERER PAST SUPPLY CHAIN MANAGEMENT PRACTICES
T2.2.18	COMPUSARY ENTERPRISE QUESTIONNAIRE

Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

**T2.2.1 : SCHEDULE OF SUB-CONTRACTORS**

*In terms of Clause 8(2) of the General Conditions of Contract, the Tenderer shall enter below the names of sub-contractors he intends to appoint, as well as the portion and value of the work to be executed by such sub-contractors.*

*25% of work must be allocated to Local Subcontractors. (Signed agreement must be submitted)*

<b>PORTION OF WORK DESCRIPTION</b>	<b>APPROXIMATE VALUE</b>	<b>NAME, ADDRESS AND TELEPHONE NUMBER OF SUB-CONTRACTORS</b>

---

**SIGNATURE OF TENDERER**

---

**DATE****Client****Witness 1****Witness 2****Contractor****Witness 1****Witness 2**



### T2.2.2 : LIST OF PLANT OWNED BY THE COMPANY

**(PROOF OF OWNERSHIP MUST BE SUPPLIED)**

The Tenderer shall list below the major items of plant he shall bring onto site on or before the designated date.

MAKE AND DESCRIPTION	YEAR OF MANUF.	NAME OF OWNER*	DATE AVAILABLE

**\*Should the plant not be owned by the Tenderer, he shall state whether it is Hired Plant or under Hire Purchase.**

A letter of confirmation must be supplied by the owner to confirm that the plant is available.

\_\_\_\_\_  
**SIGNATURE OF TENDERER**

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

\_\_\_\_\_  
Client

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

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

\_\_\_\_\_  
Contractor

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

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

**T2.2.3 : RECORD OF ADDENDA TO TENDER DOCUMENTS**

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

NO	DATE	TITLE OF DETAILS
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Attach additional pages if more space is required.

\_\_\_\_\_  
**SIGNATURE OF TENDERER**

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

\_\_\_\_\_  
Client

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

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

\_\_\_\_\_  
Contractor

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

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



## T2.2.4 : ANTICIPATED LABOUR FORCE

JOB DESCRIPTION		IMPORTED SKILLED PERSONNEL											
		Number of Personnel in Construction Month											
		1	2	3	4	5	6	7	8	9	10	11	12
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													
11													
12													
13													
SUB-TOTAL (IMPORTED) PERSONNEL													

JOB DESCRIPTION		LOCAL PERSONNEL											
		Number of Personnel in Construction Month											
		1	2	3	4	5	6	7	8	9	10	11	12
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													
11													
12													
13													
SUB-TOTAL (LOCAL) PERSONNEL													
TOTAL PERSONNEL													

WOMAN/OTHER SHOWN AS % OF TOTAL EMPLOYMENT							%
Client	Witness 1	Witness 2	Contractor	Witness 1	Witness 2		



### T2.2.5 : LATEST (RELATED) PROJECTS SUCCESSFULLY COMPLETED BY THE COMPANY

The Tenderer shall list below those Works of a similar nature that he has successfully completed.

**THE TENDER SHALL BE CONSIDERED INCOMPETENT SHOULD THIS SCHEDULE NOT BE COMPLETED (Copy of Completion Certificate must be submitted)**

<b>PROJECT 1</b>			
EMPLOYER	:		
PROJECT DESCRIPTION	:		
CONTRACT AMOUNT	:		
NAME OF CONSULTING ENGINEER	:		
NAME OF SUPERVISING ENGINEER	:		
CONTACT DETAILS OF SUPERVISING ENGINEER	:	TEL NO	
		CELL NO	
<b>PROJECT 2</b>			
EMPLOYER	:		
PROJECT DESCRIPTION	:		
CONTRACT AMOUNT	:		
NAME OF CONSULTING ENGINEER	:		
NAME OF SUPERVISING ENGINEER	:		
CONTACT DETAILS OF SUPERVISING ENGINEER	:	TEL NO	
		CELL NO	
<b>PROJECT 3</b>			
EMPLOYER	:		
PROJECT DESCRIPTION	:		
CONTRACT AMOUNT	:		
NAME OF CONSULTING ENGINEER	:		
NAME OF SUPERVISING ENGINEER	:		
CONTACT DETAILS OF SUPERVISING ENGINEER	:	TEL NO	
		CELL NO	
<b>PROJECT 4</b>			
EMPLOYER	:		
PROJECT DESCRIPTION	:		
CONTRACT AMOUNT	:		
NAME OF CONSULTING ENGINEER	:		
NAME OF SUPERVISING ENGINEER	:		
CONTACT DETAILS OF SUPERVISING ENGINEER	:	TEL NO	
		CELL NO	
<b>PROJECT 5</b>			
EMPLOYER	:		
PROJECT DESCRIPTION	:		
CONTRACT AMOUNT	:		
NAME OF CONSULTING ENGINEER	:		
NAME OF SUPERVISING ENGINEER	:		
CONTACT DETAILS OF SUPERVISING ENGINEER	:	TEL NO	
		CELL NO	

Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2





### **T2.2.6 : ALTERATIONS BY TENDERER**

Should the Tenderer desire to make any departures from or modification to the General Conditions of Contract, Specification, Schedule of Quantities or Drawings, or to qualify his Tender in any way, he shall set out his proposals clearly hereunder or alternatively state them in a covering letter attached to his Tender and referred to hereunder, failing which the Tender will be deemed to be unqualified.

PAGE	CLAUSE OR ITEM

\_\_\_\_\_  
**SIGNATURE OF TENDERER**

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

\_\_\_\_\_  
**Client**

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

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

\_\_\_\_\_  
**Contractor**

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

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



## T2.2.7: PREFERENTIAL POINTS CLAIM FOR IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2001

### T2.2.7.1 SPECIFIC CONTRACT PARTICIPATION GOALS

#### *PURCHASES*

This preference form must form part of all bids invited. It contains general information and serves as a claim form for BBBEE preference points as well as a summary for preference points claimed for attainment of other specified goals

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF BBBEE, AS PRESCRIBED IN THE BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT, 2003 (ACT NO.53 OF 2003).**

#### 1. GENERAL CONDITIONS

- 1.1 The following preference point system is applicable to all bids:
- the 80/20 system
- 1.2 Preference Points for this bid shall be awarded for:
- (a) Price; and
  - (b) Specific contract participation goals, as specified in the attached forms.
- 1.2.1 The points for this bid are allocated as follows:
- |   | <b>POINTS</b> |
|---|---------------|
| <b>1.2.1.1 Price</b>  | <u>80</u>     |
| <b>1.2.1.2 Target Goals</b>   | <u>20</u>     |
| <b>Total:</b>   | <u>100</u>    |
| <b>Total points for Price, Targeted Goals goals must not exceed</b> | <b>100</b>    |
- 1.3 Failure on the part of a bidder to fill in and/or to sign this form may be interpreted to mean that preference points are not claimed.
- 1.4 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

#### 2. GENERAL DEFINITIONS

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

Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



- 2.2 **“Bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods, works or services.
- 2.3 **“Comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration.
- 2.4 **“Consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
- 2.5 **“Contract”** means the agreement that results from the acceptance of a bid by an organ of state.
- 2.6 **“Specific contract participation goals”** means the goals as stipulated in the Preferential Procurement Regulations 2001.
- 2.6.1 In addition to above-mentioned goals, the Regulations [12.(1)] also make provision for organs of state to give particular consideration to procuring locally manufactured products.
- 2.7 **“Control”** means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.
- 2.8 **“Disability”** means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.
- 2.9 **“Equity Ownership”** means the percentage ownership and control, exercised by individuals within an enterprise.
- 2.10 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act.
- “B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.
- “Broad-Based Black Economic Empowerment Act”** means the Broad Based Black Economic Empowerment Act, 2003 (Act No.53 of 2003).
- Preferential procurement points will be allocated according to the tenderer’s B-BBEE status level, as per the **Preferential procurement policy of the municipality**.
- In order to qualify for preferential procurement points, the tenderer must attach a certified copy of its valid B-BBEE construction sector scorecard as contained in the **Codes of Good Practice on Black Economic Empowerment**, issued in terms of section 9(1) of the **Broad-Based Black Economic Empowerment Act (Act no. 53 of 2003)**.
- 2.11 **“Management”** means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.

Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



- 2.12 **“Owned”** means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.
- 2.13 **“Person”** includes reference to a juristic person.
- 2.14 **“Rand value”** means the total estimated value of a contract in Rand denomination that is calculated at the time of bid invitations and includes all applicable taxes and excise duties.
- 2.15 **“Small, Medium and Micro Enterprises (SMMEs)”** bears the same meaning assigned to this expression in the National Small Business Act, 1996 (No 102 of 1996).
- 2.16 **“Sub-contracting”** means the primary contractor’s assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
- 2.17 **“Trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.
- 2.18 **“Trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### 3. ESTABLISHMENT OF B-BBEE EQUITY OWNERSHIP IN AN ENTERPRISE

- 3.1 Equity ownership shall be equated to the percentage of an enterprise which is owned by individuals classified as B-BBEE, or in the case of a company, the percentage shares that are owned by individuals classified as B-BBEE, who are actively involved in the management and daily business operations of the enterprise and exercise control over the enterprise, commensurate with their degree of ownership.
- 3.2 Where individuals are not actively involved in the management and daily business operations and do not exercise control over the enterprise commensurate with their degree of ownership, equity ownership may not be claimed

### 4. ADJUDICATION USING A POINT SYSTEM

- 4.1 The bidder obtaining the highest number of points will be awarded the contract.
- 4.2 Preference points shall be calculated after prices have been brought to a comparative basis.
- 4.3 Points scored will be rounded off to 2 decimal places.
- 4.4 In the event of equal points scored, the bid will be awarded to the bidder scoring the highest number of points for specified goals.

Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



## 5. POINTS AWARDED FOR PRICE

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

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

Where

P<sub>s</sub> = Points scored for price of bid under considerationP<sub>t</sub> = Rand value of bid under considerationP<sub>min</sub> = Rand value of lowest acceptable bid6. For Preference points the following “**Targeted Specific Goals**” shall apply:6.1. **Locality****10 points**

6.1.1 Locality shall be deemed all bidders operating and stationed within the boundaries of John Taolo Gaetsewe District.

6.1.2 Expanded term for locality shall be deemed for bidders operating and stationed outside of John Taolo Gaetsewe District but within the Northern Cape Province.

6.1.2.1 Bidders shall provide proof of locality by submitting one or more of the following

6.1.2.2 Municipal Account in the bidder’s name.

6.1.2.3 Proof of residence in the bidder’s name.

6.1.2.4 Bank statement with the bidder’s address.

6.1.2.5 Lease agreement indicating a local address, where the lessee is the bidder.

6.1.3 The bidder must submit proof of locality in order to claim points for locality.

**NOTE: Locality points shall be allocated as follows**

Locality	Number of Points for Locality
Within boundaries of John Taolo Gaetsewe District	10
Outside boundaries of John Taolo Gaetsewe District, but within the boundaries of Northern Cape Province	5
Outside boundaries of the Northern Cape	0

**Note: Bidder failing to provide the proof of locality, shall claim zero points for locality**


Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

**6.2 B-BBEE Status Level Contributor****10 Points**

- 6.2.1 Bidder must submit proof of B-BBEE status level contributor certificate.  
 6.2.2 B-BBEE status level contributor certificate must be issued by SANAS or authorised person(s) or authorised body.  
 6.2.3 B-BBEE status level contributor certificate must be **original** or **certified**.  
 6.2.4 Other than the B-BBEE Status Level of Contributor certificate, the bidder must submit the **original** B-BBEE sworn affidavit.  
 6.2.5 Bidder failing to submit proof of B-BBEE status level of contributor or original sworn B-BBEE affidavit shall claim zero points for B-BBEE points.

B-BBEE Status Level of Contributor	Number of points
1	10
2	09
3	07
4	06
5	04
6	03
7	02
8	01
Non-compliant contributor	00

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

$$NEP = NOP \times \frac{EP}{100}$$

Where

NEP = Points awarded for equity ownership by an B-BBEE

NOP = The maximum number of points awarded for equity ownership by an B-BBEE in that specific category

EP = The percentage of equity ownership by an B-BBEE within the enterprise or business, determined in accordance with the definition of B-BBEE's.

Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



- 6.2 Equity claims for a trust will only be allowed in respect of those persons who are both trustees and beneficiaries and who are actively involved in the management of the trust.
- 6.3 Documentation to substantiate the validity of the credentials of the trustees contemplated above must be submitted.
- 6.4 A consortium or joint venture may, based on the percentage of the contract value managed or executed by their B-BBEE-members, be entitled to preference points in respect of an B-BBEE.

**7. BID DECLARATION**

- 7.1 Bidders who claim points in respect of equity ownership must complete the Bid Declaration at the end of this form.

**8. EQUITY OWNERSHIP CLAIMED IN TERMS OF PARAGRAPH 2.10 ABOVE. POINTS TO BE CALCULATED FROM INFORMATION FURNISHED IN PARAGRAPH 9.8.**

**9. DECLARATION WITH REGARD TO EQUITY**

9.1 Name of firm : .....

9.2 VAT registration number : .....

9.3 Company registration number :  
.....

**9.4 TYPE OF FIRM**

- ☐ Partnership  
☐ One person business/sole trader  
☐ Close corporation  
☐ Company  
☐ (Pty) Limited

[TICK APPLICABLE BOX]

**9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



## 9.6 COMPANY CLASSIFICATION

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

## 9.7 TOTAL NUMBER OF YEARS THE FIRM HAS BEEN IN BUSINESS?

.....

## 9.8 List all Shareholders by Name, Position, Identity Number, Citizenship, B-BBEE status and ownership, as relevant. Information to be used to calculate the points claimed in paragraph 8

Name	Date/Position occupied in Enterprise	ID Number	Date RSA Citizenshi p obtained	% of business / enterprise owned	B-BBEE

\*Indicate YES or NO

## 9.9 Consortium / Joint Venture

- 9.9.1 In the event that preference points are claimed for B-BBEE members by consortia / joint ventures, the following information must be furnished in order to be entitled to the points claimed in respect of the B-BBEE member:

Client	Witness 1	Witness 2	Contractor	Witness 1	Witness 2





<b>Name of B-BBEE member (to be consistent with paragraph 9.8)</b>	<b>Percentage (%) of the contract value managed or executed by the B-BBEE member</b>

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

(i) The information furnished is true and correct.

(ii) ..... The Equity ownership claimed is in accordance with the General

Conditions as indicated in paragraph 1 of this form.

(iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 8, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.

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

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

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

(c) impose a financial penalty more severe than the theoretical financial preference associated with the claim which was made in the bid; and

Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

**GA-SEGONYANA LOCAL MUNICIPALITY**

**PANEL APPOINTMENT: APPOINTMENT OF CONTRACTORS FOR THE  
CONSTRUCTION OF RURAL WATER SUPPLY FOR A PERIOD OF 36  
MONTHS  
BID No: 01/2025-26**



**WITNESSES:**

1. ....

.....  
SIGNATURE(S) OF BIDDER(S)

2. ....

DATE: .....

Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**T2.2.7.2 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL  
PROCUREMENT REGULATIONS 2001**

**PROMOTION ON NON-AFFIRMATIVE COMPANIES PARTNERING WITH AFFIRMATIVE  
COMPANIES (JOINT VENTURES)**

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL  
CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF  
EQUITY OWNERSHIP BY B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL  
PROCUREMENT REGULATIONS, 2001.**

**1. BID DECLARATION**

Bidders who wish to claim points in respect of this specific goal must complete the declaration  
part of this form and attach details of the signed Joint Venture Agreement.

**2. POINTS CLAIMED**

Bidder to indicate whether the points allocated for entering into a Joint Venture with affirmable  
companies are claimed: **YES / NO**

Points claimed according to formula calculated to two decimal places: \_\_\_\_\_

**3. DECLARATION WITH REGARD TO JOINT VENTURE**

State full particulars of affirmable Joint Venture Partner.

Address:

Physical: .....

Postal:.....

.....

Telephone: .....

Fax:.....

Address:

Physical: .....

Postal:.....

.....

Telephone: .....

Fax:.....

Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

**GA-SEGONYANA LOCAL MUNICIPALITY**

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MONTHS  
BID No: 01/2025-26**



I/we, the undersigned, who warrants that he/she is duly authorized to do so on behalf of the enterprise certify that the enterprise is entitled to the points allocated in paragraph 2 of this form and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) In the event of a contract being awarded as a result of points claimed, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claim is correct.
- (iii) If the claim is found to be incorrect, the purchaser may, in addition to any other remedy it may have-
  - (a) recover all costs, losses or damages it has incurred or suffered as a result of wrong information furnished;
  - (b) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (c) impose a financial penalty more severe than the theoretical financial preference associated with the claim which was made in the bid; and

**WITNESSES:**

1.....

2.....

.....  
Bidder Signature

DATE: .....

.....  
Client

.....  
Witness 1

.....  
Witness 2

.....  
Contractor

.....  
Witness 1

.....  
Witness 2



**T2.2.73 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL  
PROCUREMENT REGULATIONS 2001**

**PROMOTION OF ENTERPRISES LOCATED IN A SPECIFIC MUNICIPAL AREA**

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL  
CONDITIONS, DEFINITIONS AND DIRECTIVES SPECIFIED IN CLAIM FORM SBD 6.1  
AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2001.**

- 1 Regulation 17(3) (g) of the Preferential Procurement Regulations makes provision for the promotion of enterprises located in a specific municipal area for work to be done or services to be rendered in that municipal area.
- 2 The promotion of this goal can be achieved by acquiring goods and services from enterprises located within the Municipal Area. This includes an enterprise whose head office may be situated in elsewhere, but has established a fully-fledged branch within this municipal area. Enterprises located outside the borders of this Municipality and who only appoint agents and/or commission warehouses in this municipal area are expressly excluded from claiming points for this goal.

**SPECIFIC GOAL**

**POINTS ALLOCATED**

The stimulation of the local economy by procuring from  
enterprises located within the borders of the Municipality.

\_\_\_\_\_

- 3 Preference points may only be claimed by enterprises located within the Municipal Area. (See paragraph 2 above).

**4. BID DECLARATION**

Bidders who wish to claim points in respect of this specific goal must complete the declaration part of this form.

**5. POINTS CLAIMED**

Bidder to indicate whether the point(s) allocated for enterprises situated within the Municipal Area.  
o Yes / o No

**6. DECLARATION WITH REGARD TO LOCALITY**

State full particulars of locality of enterprise as well as that of Head Office:

Address of local enterprise:

Physical: ..... Postal:.....

.....

.....

Telephone: .....

Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

**GA-SEGONYANA LOCAL MUNICIPALITY**

**PANEL APPOINTMENT: APPOINTMENT OF CONTRACTORS FOR THE  
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MONTHS  
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Fax: .....

Address of Head Office:

Physical: ..... Postal: .....

.....

.....

Telephone: .....

Fax: .....

I/we, the undersigned, who warrants that he/she is duly authorized to do so on behalf of the enterprise certify that the enterprise is entitled to the points allocated in paragraph 2 of this form and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (iii) In the event of a contract being awarded as a result of points claimed, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claim is correct.
- (iii) If the claim is found to be incorrect, the purchaser may, in addition to any other remedy it may have-
  - (a) recover all costs, losses or damages it has incurred or suffered as a result of wrong information furnished;
  - (b) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (c) impose a financial penalty more severe than the theoretical financial preference associated with the claim which was made in the bid; and

**WITNESSES:**

1. ....

2. ....

**SIGNATURE(S) OF BIDDER(S)**

.....

**DATE:** .....

Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



### **T2.2.8 : AUTHORITY FOR SIGNATORY**

**Signatories for companies must establish their authority by attaching to this form a copy of the relevant resolution of the Board of Directors, duly signed and dated.**

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.

(I) COMPANY	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(IV) JOINT VENTURE	(V) SOLE PROPRIETER

**(i) CERTIFICATE FOR COMPANY:**

I, ..... chairperson of the Board of Directors of  
.....

..... Hereby confirm that by resolution of the  
Board (Copy

attached) taken on ...../...../20....., Mr/Ms  
....., acting in

capacity of ....., was authorized  
to sign all documents

In connection with the tender no.: ....., and any  
contract resulting

From it, on behalf of the company.

Chairman Signature: .....

As Witness: 1. ....

2. ....

**Date:** .....

Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

**(i) CERTIFICATE FOR CLOSE CORPORATION:**

We, the undersigned, being the key members in the business trading as  
 ....., Hereby  
 authorize Mr/Ms .....,

Acting in capacity of ....., to sign all documents in  
 connection with the tender no.: ....., and any  
 contract resulting from it, on behalf of the company.

NAME	ADDRESS	SIGNATURE	DATE

Note: this certificate should be completed and signed by all the key members upon whom rests the directions of the affairs of the Close Corporation as a whole.

**(ii) CERTIFICATE FOR PARTNERSHIP**

We, the undersigned, being the key members in the business trading as  
 ....., Hereby  
 authorize Mr/Ms .....,

Acting in capacity of ....., to sign all documents in  
 connection with the tender no.: ....., and any  
 contract resulting from it, on behalf of the company.

NAME	ADDRESS	SIGNATURE	DATE

Note: this certificate should be completed and signed by all the key members upon whom rests the directions of the affairs of the Partnership as a whole.

Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**(ii) CERTIFICATE FOR JOINT VENTURE**

We, the undersigned, being the key members in the business trading as  
....., Hereby  
authorize Mr/Ms .....,

Acting in capacity of ....., to sign all documents in  
connection with the tender no.: ....., and any  
contract resulting from it, on behalf of the company.

This authorization is evidence by the attached power of attorney signed by legally authorized  
signatories of all the partners of the Joint Venture.

NAME	ADDRESS	SIGNATURE	DATE

Note: this certificate should be completed and signed by all the key members upon whom  
rests the directions of the affairs of the Partnership as a whole.

**(iii) CERTIFICATE FOR LOCAL SUBCONTRACTOR**

We, the undersigned, being the key members in the business trading as  
....., Hereby  
authorize Mr/Ms .....,

Acting in capacity of ....., to sign all documents in  
connection with the tender no.: ....., and any  
contract resulting from it, on behalf of the company.

This authorization is evidence by the attached power of attorney signed by legally authorized signatories  
of all the partners for the Local Sub Contractor.

NAME	ADDRESS	SIGNATURE	DATE

Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



## T2.2.9: STATUS OF TENDERING ENTITY

### 1. GENERAL

State whether the tenderer is a company, a closed corporation, a partnership or a one-man concern. (Make an X in the appropriate space below)

<input type="checkbox"/>	Company
<input type="checkbox"/>	Closed Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	One-man concern
<input type="checkbox"/>	Joint Venture

### 2. INFORMATION TO BE PROVIDED

(Block letters)

#### 2.1 If the tenderer is a Company:

- (a) Affix a certified copy of the Certificate of Incorporation to this page
- (b) List of Directors

#### 2.2 If the tenderer is a Closed Corporation :

- (a) Affix a certified copy of the Founding Statement to this page
- (b) List the Members

#### 2.3 If the tenderer is a Partnership :

List the partners

#### 2.4 If the tenderer is a One-man concern :

Provide the full name and ID number of the person

#### 2.5 If the tenderer is a Joint Venture :

- (a) Affix a certified copy of the Founding Statement of each partner of the Joint Venture to this page
- (b) Affix Joint Venture agreement

### 3. REGISTERED FOR VAT PURPOSES IN TERMS OF THE VALUE-ADDED TAX ACT, (Act No 89 of 1991) (Make a X in the appropriate space below)

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

SIGNATURE OF TENDERER

DATE

Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

**T2.2.10 : QUALITY MANAGEMENT SYSTEMS**

Briefly describe the construction quality system incorporated by the tenderer in his organization and which will be applicable to this Contract:

DESCRIPTION	INTERNAL	EXTERNAL	NAME OF RESPONSIBLE COMPANY/OR PERSON (IN CASE OF PERSON GIVE YEARS EXPERIENCE AND QUALIFICATION)
SURVEY, SETTING OUT OF THE WORKS AND CONTROL			
TESTING LABORATORY			
ADDITIONAL QUALITY SYSTEMS			

\_\_\_\_\_  
SIGNATURE OF TENDERER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Client

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

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

\_\_\_\_\_  
Contractor

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

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

**T2.2.11 : ESTIMATED MONTHLY EXPENDITURE**

The tenderer shall, in the table below, state the estimated cash flow on the contract based on his preliminary program, his tendered unit rates and his submission of payment certificates to the Employer. Amounts for Contract Price Adjustment shall not be included.

Payment Certificate No	Amount (VAT Included)					Cumulative cash flow
	a	b	a-b			
	Payments Received	Expenditure		Net cash flow		
1	None		d		j=d	
2			e		k=j+e	
3			f		l=k+f	
4			g		m=l+g	
5			h		n=m+h	
6			etc			
7						
8						
9						
10						
etc						
Maximum negative cash flow : take the largest negative number in the last column and write it here						

From what sources will you fund the above amount (e.g. funds internally available, bank overdraft, loan, partner (his source), etc.)

---



---

SIGNATURE OF TENDERER

DATE

Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

**GA-SEGONYANA LOCAL MUNICIPALITY**

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**T2.2.12 : SERVICE RECORD (SITE MANAGER)****CONTRACTOR'S DETAILS**

Name of Company:
Name:
Tel No.:
Position:
Address:

**PROJECT DETAILS**

Project Name:
Project Description:
Project No.:

**PERSONAL DETAILS**

Surname:
First Name:
ID No.:
Personal No.:

**PERIOD OF EMPLOYMENT**

Start Date (dd/mm/yy):
End Date (dd/mm/yy):
<b>Total Days=</b>

**POSITION ON THE PROJECT**

Unskilled Labourer	
Sem-skilled Labourer	
Skilled Labourer	
Supervisor	

**QUALIFICATION**

--

(LIC – Labour intensive component – which level?)

**TYPE OF TRAINING RECEIVED**

Accredited	
Non-accredited	

**DESCRIPTION**

--

**JOB DESCRIPTION**

Type of work done:
Responsibility:

**GENERAL COMMENTS AND RECOMMENDATIONS**


I, \_\_\_\_\_ declare that, to the best of my knowledge, the above information is true and complete.

\_\_\_\_\_  
SIGNATURE OF TENDERER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Client

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

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

\_\_\_\_\_  
Contractor

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

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



**T2.2.13: DECLARATION OF INTERESTS (see attached MBD 4)**

1. Interests in the tender of persons in service of the state (Refer to Clauses 3.25 and 2.26 in the Tender Data)

- (i) Is/was an employer/owner of the bidder in the service of the state, or has been in the service of the state in the previous twelve months :

NO ☐ YES ☐ If so, state particulars : \_\_\_\_\_

\_\_\_\_\_  
If so, state date or resignation: \_\_\_\_\_

- (ii) If the provider is not a natural person, whether any of its directors, managers, principal shareholders or stakeholder is in the service of the state, or has been in the service of the state in the previous twelve months

NO ☐ YES ☐ If so, state particulars : \_\_\_\_\_

- (iii) Whether a spouse, child or parent of the provider or of a director, manager, shareholder of stakeholder referred to in subparagraph (ii) is in the service of the state, or has been in the service of the state in the previous twelve months :

NO ☐ YES ☐ If so, state particulars : \_\_\_\_\_

- (iv) Is an employer/owner of the bidder a person who is an advisor or consultant contracted with the municipality entity :

NO ☐ YES ☐ If so, state particulars : \_\_\_\_\_

2. Are the tenderer or any of the members in the tendering entity involved in another entity tendering for this particular tender?

NO ☐ YES ☐ If so, state particulars : \_\_\_\_\_

I/We declare that the abovementioned information is true and correct.

Dated this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

**SIGNATURE OF TENDERER**

\_\_\_\_\_  
Client

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

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

\_\_\_\_\_  
Contractor

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

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



### **T2.2.14: COMPLIANCE WITH OHSA (ACT 85 OF 1993)**

Tenderers are required to satisfy the Employer and the Engineer as to their ability and available resources to comply with the above by answering the following questions and providing the relevant information required below :

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

**SIGNATURE OF TENDERER**

**DATE**

Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**T2.2.15.1B : BANK DETAILS : COMPANY**

NAME OF TENDERER : \_\_\_\_\_

NAME OF BANK : \_\_\_\_\_

BRANCH AND BRANCH CODE : \_\_\_\_\_

CONTACT PERSON : \_\_\_\_\_

DESIGNATION : \_\_\_\_\_

TELEPHONE NUMBER : \_\_\_\_\_

NAME OF ACCOUNT HOLDER : \_\_\_\_\_

TYPE OF ACCOUNT  
(*NOT SAVINGS ACCOUNT*): \_\_\_\_\_

ACCOUNT NUMBER  
(*NOT SAVINGS ACCOUNT*): \_\_\_\_\_

TENDER AMOUNT : \_\_\_\_\_

CONSTRUCTION PERIOD : \_\_\_\_\_

BANK CODE RECEIVED : \_\_\_\_\_

(TO BE COMPLETED IN BY ENGINEER)

\_\_\_\_\_  
Client

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

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

\_\_\_\_\_  
Contractor

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

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





### T2.2.15.2A : JOINT VENTURE PARTNERSHIP DETAILS

1. Name of Joint Venture Partnership : \_\_\_\_\_  
\_\_\_\_\_
- (a) Postal Address : \_\_\_\_\_  
\_\_\_\_\_
- (b) Physical Address : \_\_\_\_\_  
\_\_\_\_\_
- (c) Telephone No. : \_\_\_\_\_
- (d) Fax No. : \_\_\_\_\_
- (e) Contact Person : \_\_\_\_\_
- (f) Cell Number : \_\_\_\_\_
- (g) Company Reg No. : \_\_\_\_\_
- (h) Company/Enterprise Income Tax Ref No.: \_\_\_\_\_
- (i) VAT Reg No. : \_\_\_\_\_

2. Type of Firm:  
(Tick one box)

- ☐ Partnership  
☐ One person business / Sole Trader  
☐ Close Corporation  
☐ Company  
☐ Pty Limited

3. Principal business activities : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. What is the enterprise's annual average turnover (excl. VAT) during the lesser of the period for which the business has been operating or the previous three financial years: R - \_\_\_\_\_

NOTE: The turnover on the case of professional service providers is to exclude any turnover generated in respect of outsourced activities, which the enterprise does not have the in-house competence and expertise to perform.

\_\_\_\_\_  
Client

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

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

\_\_\_\_\_  
Contractor

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

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

**PANEL APPOINTMENT: APPOINTMENT OF CONTRACTORS FOR THE  
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**BID No: 01/2025-26**



## 5. Company classification

(Tick one box)

- ☐ Contractor who generates more than 75% of turnover as a Prime Contractor  
☐ Contractor who generates less than 25% of turnover as a Prime Contractor (i.e. a sub-contractor)  
☐ Labour-only sub-contractors  
☐ Manufacturer  
☐ Supplier  
☐ Professional service provider  
☐ Other service providers e.g. transporter

## 6. Date on which the enterprise was established?

---

## 7. List all partners, proprietors and shareholders by name, identity number, citizenship, PDI status and ownership, as relevant.

NAME	IDENTITY NUMBER	CITIZENSHIP	M/F	PDI STATUS (YES/NO)	DATE OF OWNERSHIP	OWNED %	VOTING %

NOTE: Where owners are themselves a company, partnership, close corporation, etc. identify of the ownership of the holding firm.

## 8. Street addresses of all facilities used by the firm (e.g. warehouses, storage spaces, offices, etc.)

AddressFacility8.1 

---

8.2 

---

8.3 

---

## 9. Do you share any facilities?

☐ Yes    ☐ No    (Tick one box)

If yes, which facilities are shared?

---



Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

**PANEL APPOINTMENT: APPOINTMENT OF CONTRACTORS FOR THE  
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**BID No: 01/2025-26**



With whom do you share (Name of firm/individuals) :

---



---



---

What are the other firm's principal business activities? \_\_\_\_\_

---

10. Describe all property agreements relating to facilities used by the firm and the nature of the agreements indicating whether facilities are owned or leased by the firm:

FACILITY	MONTHLY RENTAL AMOUNT	OWNER	AGREEMENT TYPE (VERBAL/WRITTEN)

\* State Yes or No

11. Is the firm registered or does it have a business license(s)?

☐ Yes ☐ No (Tick one box)

If yes, detail and quote relevant reference numbers and dates.

---



---

12. Detail all trade associations/professional bodies/business associations in which you have membership:

---



---

13. Did the firm exist under a previous name?

☐ Yes ☐ No (Tick one box)

If yes: What was its previous name? \_\_\_\_\_

Why was it changed? \_\_\_\_\_

List the previous owners/partners/directors \_\_\_\_\_

---



---

Client	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

**PANEL APPOINTMENT: APPOINTMENT OF CONTRACTORS FOR THE  
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14. Complete the following information for each partner, proprietor, shareholder, director and officer of the firm (viz, chairman, secretary, director, etc.)

TITLE	NAME	PDI STATUS (YES/NO)*	% OF TIME DEVOTED TO THE FIRM

\* State Yes or No

**\* ATTACH CERTIFIED COPIES OF SHAREHOLDER CERTIFICATES**

15. Identify any owner or management office bearer who has an ownership interest in another firm.

OWNER/ MANAGER	NAME & ADDRESS OF OTHER FIRM	TITLE IN OTHER FIRM	% OF OWNERSHIP	TYPE OF BUSINESS OF OTHER FIRM

NOTE: To qualify for ABE status, the sum of the average annual turnovers of all business concerns which engage in the same category of business (i.e. prime contractor, sub-contractor, supplier, manufacturer, etc.) and which are under the control of PDI's within the business and Affiliated Entities must not exceed 1,5 times the turnover limits provided for.

Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

**GA-SEGONYANA LOCAL MUNICIPALITY****PANEL APPOINTMENT: APPOINTMENT OF CONTRACTORS FOR THE  
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16. Identify any owner or management official who is an employee of or has duties in another business enterprise.

NAME	DUTIES AS EMPLOYEE IN ANOTHER FIRM	NAME AND ADDRESS OF OTHER FIRM	TYPE OF BUSINESS OF OTHER FIRM

- 16.1 How many permanent staff members are employed by the firm:

Full time : \_\_\_\_\_

Part time : \_\_\_\_\_

- 16.2 How many staff members have joined the firm in the last 6 months:

Full time : \_\_\_\_\_

Part time : \_\_\_\_\_

17. List the major items of equipment, plant and vehicles owned by the firm.

ITEM	QUANTITY	PRESENT FINANCIAL LIABILITY (Rand)

18. List a maximum of five of the largest contracts, which your firm is presently engaged in and not yet completed.

CONTRACT DESCRIPTION	LOCATION	EMPLOYER	CONTRACT AMOUNT	EXPECTED COMPLETION (MONTH & YEAR)

\_\_\_\_\_  
Client

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

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

\_\_\_\_\_  
Contractor

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

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

**GA-SEGONYANA LOCAL MUNICIPALITY**

**PANEL APPOINTMENT: APPOINTMENT OF CONTRACTORS FOR THE  
CONSTRUCTION OF RURAL WATER SUPPLY FOR A PERIOD OF 36  
MONTHS  
BID No: 01/2025-26**



**DECLARATION to be signed in the presence of a Commissioner of Oaths**

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the firm, confirms that the firm complies with all requirements for registration as an Affirmable Business Enterprise/Affirmable Joint Venture Partner\* as defined, and the contents of this Affidavit are within my personal knowledge, and save where state otherwise are to the best of my belief both true and correct.

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

Duly authorized to sign on behalf of : \_\_\_\_\_

: \_\_\_\_\_

Telephone number : \_\_\_\_\_

Signed and sworn to before me at \_\_\_\_\_ on this the \_\_\_\_\_ day  
of \_\_\_\_\_ 20\_\_ by the Deponent, who has acknowledged that he/she knows and  
understands the contents of this Affidavit, that it is true and correct to the best of his/her knowledge  
and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be  
binding on his/her conscience.

Commissioner of Oaths : \_\_\_\_\_

**NOTE:** Both the Deponent and the Commissioner of Oaths must install all pages of this Affidavit.

**\* Delete definition, which does not apply.**

Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**T2.2.15.2B: BANK DETAILS: JOINT VENTURE PARTNERSHIP**

NAME OF TENDERER : \_\_\_\_\_

NAME OF BANK : \_\_\_\_\_

BRANCH AND BRANCH CODE : \_\_\_\_\_

CONTACT PERSON : \_\_\_\_\_

DESIGNATION : \_\_\_\_\_

TELEPHONE NUMBER : \_\_\_\_\_

NAME OF ACCOUNT HOLDER : \_\_\_\_\_

TYPE OF ACCOUNT  
(*NOT SAVINGS ACCOUNT*) : \_\_\_\_\_

ACCOUNT NUMBER  
(*NOT SAVINGS ACCOUNT*) : \_\_\_\_\_

TENDER AMOUNT : \_\_\_\_\_

CONSTRUCTION PERIOD : \_\_\_\_\_

BANK CODE RECEIVED : \_\_\_\_\_

(TO BE COMPLETED IN BY ENGINEER)

\_\_\_\_\_  
Client

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

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

\_\_\_\_\_  
Contractor

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

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



## T2.2.16: DECLARATION ON STATE OF MUNICIPAL ACCOUNTS

1. **Any tender will be rejected if:** any municipal rates and taxes or municipal service charges owned by the tenderer or any of the directors to the municipality or a municipal entity, or to any other municipality or municipal entity, are in arrears for more than three months.

2. **Tenderer information**

2.1 Name of Tenderer \_\_\_\_\_

2.2 Registration Number \_\_\_\_\_

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

2.4 Municipal account number for rates: \_\_\_\_\_

2.5 Municipal account number for water & electricity: \_\_\_\_\_

2.6

NAMES OF ALL DIRECTORS	IDENTITY NUMBERS	MUNICIPAL ACCOUNT NUMBERS

3. **Documents to be attached:**

- A copy of municipal account mentioned in 2.4 & 2.5 (Not older than 3 months)
- A copy of municipal accounts of all directors mentioned in 2.6 (Not older than 3 months)
- Proof of directors

I/We declare that the abovementioned information is true and correct and that the following documents are attached to this form :

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Dated this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

**SIGNATURE OF TENDERER**

Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2





## T2.2.17 : DECLARATION OF TENDERER PAST SUPPLY CHAIN MANAGEMENT PRACTICES (see attached MBD 8)

**1. Any tender may be rejected if that tenderer, or any of its directors have :**

- abused the Municipality's/Municipal entity's supply chain management system or committed any improper conduct in relation to such system;
- been convicted for fraud or corruption during the past five years;
- willfully neglected, reneged on or failed to comply with any government, Municipal or other public sector contract during the past five years, or
- been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

**2. In order to give effect to the above, the following questionnaire must be completed and submitted with the tender :**

ITEM	QUESTION	YES / NO
2.1	Is the tenderer any of its directors listed on the National Treasury's database as a company or persons prohibited from doing business with the public sector? <b>(Companies for persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied)</b>	YES / NO
2.1.1	If so, furnish particulars :	
2.2	Is the tenderer or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>(To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 326 5445)</b>	YES / NO
2.2.1	If so, furnish particulars :	

2.3	Was the tenderer or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	YES / NO
2.3.1	If so, furnish particulars :	
2.4	Does the tenderer or any of its directors owe any Municipal rates and taxes or Municipal charges to the Municipality/Municipal entity, or to any other Municipality/Municipal entity, that is in arrears for more than three months?	YES / NO
2.4.1	If so, furnish particulars :	
2.5	Was any contract between the tenderer and the Municipality/Municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or to comply with the contract?	YES / NO
2.5.1	If so, furnish particulars :	

Client	Witness 1	Witness 2	Contractor	Witness 1	Witness 2



CERTIFICATION

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

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

\_\_\_\_\_  
*SIGNATURE OF TENDERER*

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

\_\_\_\_\_  
*POSITION*

\_\_\_\_\_  
*NAME OF TENDERER*

Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



## T2.2.18: COMPULSORY ENTERPRISE QUESTIONNAIRE

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

**Section 1 : Name of enterprise:**

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

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

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

Name*	Identity number*	Personal income tax number*

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

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

**Company registration number :**

**Close corporation number :**

**Tax reference number :**

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

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

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

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

Client	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

**GA-SEGONYANA LOCAL MUNICIPALITY**

**PANEL APPOINTMENT: APPOINTMENT OF CONTRACTORS FOR THE  
CONSTRUCTION OF RURAL WATER SUPPLY FOR A PERIOD OF 36  
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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:

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

<b>Client</b>	<b>Witness 1</b>	<b>Witness 2</b>	<b>Contractor</b>	<b>Witness 1</b>	<b>Witness 2</b>



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

- The undersigned, who warrants that he/she is duly authorized to do so on behalf of the enterprise
- Authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my/out tax matters are in order;
  - Confirms that 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;
  - 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 and corruption;
  - 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 conflict of interest; and
  - Confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

**SIGNATURE OF TENDERER**

**DATE**

**POSITION**

**NAME OF TENDERER**

Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



## C1: AGREEMENTS & CONTRACT DATA

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Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**C1.1**

**FORM OF OFFER AND  
ACCEPTANCE**

**Client**

**Witness 1**

**Witness 2**

**Contractor**

**Witness 1**

**Witness 2**



### C1.1: FORM OF OFFER AND ACCEPTANCE

#### 1. OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of:

**CONTRACT NO.** \_\_\_\_\_ :  
**SHORT DESCRIPTION OF WORKS:** **APPOINTMENT OF CONTRACTORS FOR THE CONSTRUCTION  
OF RURAL WATER SUPPLY FOR A PERIOD OF 36 MONTHS**

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer 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:**

\_\_\_\_\_ Rand (in words): R \_\_\_\_\_ (in figures)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

**SIGNATURE (of person authorized to sign the tender) :** \_\_\_\_\_

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

**CAPACITY** : \_\_\_\_\_

**NAME OF TENDERER (Organization)** : \_\_\_\_\_

**ADDRESS OF TENDERER (Organization)** : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**NAME OF WITNESS (in capitals)** : \_\_\_\_\_

**SIGNATURE OF WITNESS** : \_\_\_\_\_

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

(FAILURE OF A TENDERER TO SIGN THIS FORM WILL INVALIDATE THE TENDER)

Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**2. ACCEPTANCE**

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

The terms of the contract, are contained in:

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

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

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

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.<sup>1</sup>

**SIGNATURE (Municipal Manager)**

: \_\_\_\_\_

**NAME (of signatory in capitals)**

: \_\_\_\_\_

**CAPACITY**

: \_\_\_\_\_

**NAME OF EMPLOYER**

: \_\_\_\_\_

**ADDRESS OF EMPLOYER**

: \_\_\_\_\_

: \_\_\_\_\_

**NAME OF WITNESS (in capitals)**

: \_\_\_\_\_

**SIGNATURE OF WITNESS**

: \_\_\_\_\_

**Client**

**Witness 1**

**Witness 2**

**Contractor**

**Witness 1**

**Witness 2**



**3. SCHEDULE OF DEVIATIONS**

**Notes:**

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.
2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

- |    |         |       |
|----|---------|-------|
| 1. | Subject | _____ |
|    | Details | _____ |
| 2. | Subject | _____ |
|    | Details | _____ |
| 3. | Subject | _____ |
|    | Details | _____ |
| 4. | Subject | _____ |
|    | Details | _____ |

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

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

\_\_\_\_\_  
Client

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

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

\_\_\_\_\_  
Contractor

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

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



**C1.2**  
**CONTRACT DATA**

**Client**

**Witness 1**

**Witness 2**

**Contractor**

**Witness 1**

**Witness 2**



## **C1.2: CONTRACT DATA**

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Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



## **C1.2.1 CONDITIONS OF CONTRACT**

### **A. GENERAL CONDITIONS OF CONTRACT**

This Contract will be based on the "General Conditions of for Construction work – 3<sup>rd</sup> Edition 2015 issued by the South African Institute of Civil Engineering. (Short title: GCC2010")

### **B. SPECIAL CONDITIONS OF CONTRACT**

#### **1. GENERAL**

These Special Conditions of Contract (SCC) form an integral part of the Contract. The Special Conditions of Contract shall amplify, modify or supersede, as the case may be, the GCC 2015 to the extent specified below, and shall take precedence and shall govern.

The clauses of the Special Conditions hereafter are numbered "SCC" followed in each case by the number of the applicable clause or sub clause in the General Conditions of Contract 2010, and the applicable heading, or (where a new special condition that has no relation to the existing clauses is introduced) by a number that follows after the last clause number in the General Conditions, and an appropriate heading.

The forms included in the General Conditions of Contract 2010, are replaced with the Forms included in this project Document.

**Client**

**Witness 1**

**Witness 2**

**Contractor**

**Witness 1**

**Witness 2**



### **C1.2.2: DATA PROVIDED BY THE EMPLOYER AND AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT**

	<b>CLAUSE</b>	
Defects Liability Period	1.1.1.13	<b>12 months</b>
Name of Employer	1.1.1.15	<b>GA-SEGONYANA LOCAL MUNICIPALITY</b>
Name of the Engineer	1.1.1.16	<b>Consulting Engineers</b>
Contractor	1.1.1.9	Name: Address:  Contact:
Contract sum	1.1.1.10	"Contract sum" means <b>the Price tendered by the Contractor and accepted by GA-SEGONYANA LOCAL MUNICIPALITY and arithmetic errors has been corrected.</b>
Commencement	1.1.5	"Commencement Date" means the date of receipt by the Contractor of the following whichever date of receipt is the earliest: <ol style="list-style-type: none"> <li>1. Letter of appointment</li> <li>2. Handover of site</li> <li>3. Order to commence</li> </ol> "Commencement of Work" will only take place once the following documentation was submitted to the office of the Consulting Engineer" <ol style="list-style-type: none"> <li>1. Letter of acceptance</li> <li>2. <b>Original Construction Guarantee</b></li> <li>3. Letters of Appointment of Site Agent and OHS Person</li> <li>4. Registration of Project at Department of Labour</li> <li>5. <b>Original</b> Tax Clearance Certificate</li> <li>6. Letter of Good standing – Workman's compensation</li> <li>7. A Memorandum of understanding signed between a Nominated Local Sub-Contractor and the main contractor</li> </ol>
Address of Divisional Head : Water and Sanitation Address of Employer	1.2.1.2	<b>Private Bag X1522, KURUMAN, 8460</b> <b>Tel : (053) 712 9300</b> <b>Fax : (053) 712 3581</b> <b>kurmun@ga-segonyana.gov.za</b>
Address of Engineer	1.2.1.2	
Year-end break	1.6	If applicable during the duration of the construction period.
Workmen's Compensation	4.3	The Contractor shall also provide proof, that he has paid all contributions required in terms of the provisions of the Act.

Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

**GA-SEGONYANA LOCAL MUNICIPALITY****PANEL APPOINTMENT: APPOINTMENT OF CONTRACTORS FOR THE  
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Labour costs	4.3	The minimum statutory labour rates as set by the Department of Labour for the area where the site is located must be adhered to by the contractor or as per GA-SEGONYANA LOCAL MUNICIPALITY
Cession Subcontractors and Material Suppliers	4.4	<p>Add the following to the Clause:</p> <p>The Employer may, in order to avoid seizure by the owner, material supplier, subcontractor, at the Employer's option, pay to such owner, material supplier, subcontractor, the amount of any overdue installment, or any other sum payable under the agreement for purchase or services, and, in the event of so doing, any amount so paid by the Employer shall be a debt due from the Contractor to the Employer, and may be deducted by the Employer from any money due, or that may become due, to the Contractor in terms of the Contract, or may be recovered by the Employer from the Contractor by law.</p> <p>The Retention money due to the Contractor will not be payable to the contractor until all works are completed as per GCC2010 and will only be paid to the Contractor once all cession suppliers and subcontractors and any other payments due has been paid in full.</p>
Patent Rights	4.6	The following Sub clause is added to Clause 4.6: "The copyright in all documents, drawings and records related to the purpose and scope of the Works or related in any other manner to the Works, shall vest in the Employer and the Contractor shall not furnish any information in connection with the Works to anybody without the approval of the Employer."
Contractor's Employees	4.10  4.10	<p>Add the following to Clause"</p> <p>The Contractor is to utilize labour where possible (Refer to Project Specifications)</p> <p>Add the following :</p> <p>"The Contractor is responsible for the behavior and performance of his own and his Sub-contractor's personnel and shall at his own cost, for the duration of the contract and maintenance period of Works, make the necessary arrangement to prevent unlawful or inappropriate behavior, and shall indemnify the Employer and the Engineer against any claims in connection with non-compliance with the act, for any loss or injury, or any other claim, for any action or neglect to act on the part of the Contractor's or his Sub-contractor's personnel."</p>
Community Liaison Officer (CLO)	4.10 4.8.1.2	A CLO will be appointed by the Municipality for this contract and will be paid by the Municipality via the contractor on a monthly basis. In the event of different contractors appointed for different works, it is possible to appoint more than one CLO where it is deemed practical to do so by the employer. The

  
**Client**
  
**Witness 1**
  
**Witness 2**
  
**Contractor**
  
**Witness 1**
  
**Witness 2**

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		CLO will be responsible for liaison between the contractor and community, with regard to labour, access, safety, etc..
Contractor's Employees	4.10 4.8.1.2	<p>It is a specific condition of this Tender that the Contractor must employ all unskilled labour from the local communities and as many as possible skilled labour. All work specified in Schedule of Quantities and Project Specifications except excavations in hard rock and not applicable material must be done utilizing labour based construction methods.</p> <p>The requirement that all unskilled labour must be obtained from the local communities does not relieve the Contractor of any of his responsibilities under the clause.</p> <p>Add the following to the clause: "The contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.</p> <p>The Contractor shall do nothing to dissuade targeted labour from participating in training programs and shall take reasonable steps to ensure that nominated labour is provided with two days formal training for every 30 days worked.</p> <p>Proof of compliance will be required from the Contractor prior to the submission of the final payment certificate."</p> <p>All Supervisory Staff of the contractor will be in possession of an associated NQF qualification or certification from an accredited training institution. (Minimum NQF level 2 for supervisory personnel i.e. team leaders and safety officer and Project Managers NQF 5). Where personnel are found not to be competent as per their qualification the personnel will be replaced on request of the Engineer/Project Manage.</p>
Contractor's Obligations	4.12	<p>Add to the clause: "All cost in complying with the provision of complying with Clause 4.8; 4.9; 4.10 and 4.11 shall be allowed for the rates tendered"</p>
Contractor's superintendence	4.12	<p>Add the following new clause: "The Contractor or his representative shall attend at site meeting with the Employer and/ or Engineer on the dates as nominated by the Engineer. The purpose of the meetings shall be to evaluate the progress of work and to discuss the matters relevant to the contract as required by the parties concerned. Unless specifically invited by the</p>

Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



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		<p>Engineer, the Sub-contractors of the Contractor may not attend these site meetings.</p> <p>Add the Following additional Clause 22.2: "The Tenderer is to fill in the names of the site agent and foreman in the space provided in T2.2.12</p>
--	--	--

Commencement of works	5.3	<p>Within 14 days of Commencement Date</p> <p>On the commencement of Work (Site handover) the Engineer shall deliver to the contractor 3 copies of the drawings. A copy of the signed contract document will be prepared after signing of the contract.</p> <p>Commencement of Work will only take place once the following documentation were submitted to the office of the Consulting Engineer: Letter of Acceptance Construction/Performance Guarantee Health &amp; Safety File Letter of Appointment of OHS Rep or Officer Letter of Good Standing Workman's Compensation Prove of submission of Registration of Project at Department of Labour. Memorandum of understanding signed between a local nominated sub-contractor and the main contractor.</p>
Program of Works	5.6	<b>Within 14 days of Commencement Date</b>
Special Non-Working days	5.8.1	The period 16 December to 5 <sup>th</sup> January inclusive, plus Good Friday, Human Rights Day, Freedom Day, Workers Day, Youth Day, Women's Day, Heritage Day and Easter Monday Holidays.
Extension of time for completion	5.12	<p>In general, extension of time for the completion of Works will, in terms of the General conditions of Contract, be granted only for additional work and for circumstances which could not have been foreseen, and are beyond the control of the Contractor.</p> <p>No Extension of time for completion will be granted on accounts of normal inclement weather, but extension of time shall be determined for abnormal rainfall or wet conditions in accordance with the formula given below, separately for each calendar month or part thereof. It shall be calculated for the full period for the completion of the Contract including any extension thereof by the formula:</p> $V = (Nw - Nn) + \frac{Rw - Rn}{X}$ <p>The symbols shall have the following meanings:</p>

  
Client

  
Witness 1

  
Witness 2

  
Contractor

  
Witness 1

  
Witness 2

**PANEL APPOINTMENT: APPOINTMENT OF CONTRACTORS FOR THE  
CONSTRUCTION OF RURAL WATER SUPPLY FOR A PERIOD OF 36  
MONTHS**  
**BID No: 01/2025-26**



		<p>V = Extension of time in calendar days in respect of the calendar month under consideration.</p> <p>Nw = Actual number of days during the calendar month on which a rainfall of Ymm or more has been recorded.</p> <p>Nn = Average number of days, as derived from existing rainfall records provided in the table below on which a rainfall of Ymm or more has been recorded for the calendar month</p> <p>Rn = Average rainfall in mm for the calendar month, as derived from the rainfall records supplied in the table below.</p> <p>Rw = Actual Rainfall in mm for the calendar month under consideration.</p> <p>X = 10</p> <p>Y = 10</p> <p>If V is negative and its absolute value exceeds Nn, then V shall be taken as equal to minus Nn.</p> <p>The total extension of time shall be the algebraic sum of the monthly totals for the period of construction, but if the grand total is negative, the time for completion shall not be reduced due to abnormal low rainfall. Extension of time for part of a month shall be calculated using pro rata values of Nn and Rn.</p> <p>The factor (Nw – Nn) shall be considered to represent a fair allowance for variations from the average number of days during which rainfall exceeds Ymm.</p> $\frac{Rw - Rn}{X}$ <p>The factor <math>\frac{Rw - Rn}{X}</math> shall be considered to represent a fair allowance for variations from the average in the number of days during which rainfall had not exceeded Ymm, but wet conditions had prevented or had disrupted work. The formula does not take into account flood damage which should be treated separately as far as extension of time is concerned.</p> <p>Accurate rain gauging shall be taken at a suitable point on Site. This information shall be regarded as the actual rainfall for this contract. The readings will be done by the Engineer and the Contractor may attend this readings and shall at his own expense take all necessary precautions to ensure that the rain gauge be interfered with by unauthorized persons.</p>
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Information in respect of plant	7.1	<p>Add to Sub-Clause 7.1.1:  Details in writing of all Constructional Plant and Temporary Works which is brought onto site by, or on behalf of, the Contractor for the purpose of the Works, and which is hired, leased or the subject of hire-purchase agreements, together with the names of the hirers, lessors or owners</p>
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**Client**

**Witness 1**

**Witness 2**

**Contractor**

**Witness 1**

**Witness 2**

**PANEL APPOINTMENT: APPOINTMENT OF CONTRACTORS FOR THE  
CONSTRUCTION OF RURAL WATER SUPPLY FOR A PERIOD OF 36  
MONTHS  
BID No: 01/2025-26**



		<p>thereof, shall be supplied to the Engineer by the Contractor.</p> <p>The Employer may, in order to avoid seizure by the hirer, owner or lessor, at the Employer's option, pay to such hirer, owner or lessor he amount of any overdue installment, or any sum payable under the agreement for hire, lease of hire purchase, and, in the event of so doing, any amount so paid by the Employer, and may be deducted by the Employer from any money due, or that may become due, to the Contractor in terms of the Contract, or may be recovered by the Employer from the Contractor by law.</p> <p>Possession of all Constructional Plant and Temporary works provided by Sub-Contractors shall be deemed to vest in the Employer immediately the same is brought onto site, and shall mutatis mutandis be subject to the provisions of the Clause hereinbefore contained. The Contractor shall ensure that the foregoing provision will be inserted in all sub-contractors.</p>
Contract Guarantee	7.1	<p>Within 14 days of the Commencement Date</p> <p>Add the following to the Clause: "The contract may be awarded to a Subsidiary Company on the condition that the Holding Company shall in addition to the Surety specified, assume responsibility for the due and proper performance of the Works and the fulfillment of the contract, should the Subsidiary Company be unable to do so."</p>
Quality of materials and workmanship	7.2	<p>Add to Sub-Clause 7.2: "The source of supply of all materials including all stone, sand, gravel or soil or any other natural materials required in the execution of the Works shall be located by the Contractor. <b>No materials shall be used until it has been approved by the Engineer.</b>"</p>
Payment to labour-intensive component of the works	8.1	<p>Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way of his obligations wither in contract or in delict.</p>
Insurances	8.6	<p>Special consideration should be given to damage to existing infrastructure.</p>
Other Insurances	8.6.1.2	<p>Special Risk Insurance – SASRIA (coupon to be provided)</p>
Limit of indemnity	8.6.1.3	<p>R 5 000 000 per claim, claims unlimited (consultants only)</p>
Cancellation of Contract	9.1	<p>In addition if the contractor fails to adequately protect the existing works / infrastructure</p>

Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

**GA-SEGONYANA LOCAL MUNICIPALITY**
**PANEL APPOINTMENT: APPOINTMENT OF CONTRACTORS FOR THE  
CONSTRUCTION OF RURAL WATER SUPPLY FOR A PERIOD OF 36  
MONTHS  
BID No: 01/2025-26**


		against damage and thereby unduly endanger the Works – the employer may cancel the contract and recover damages and losses.
Cancellation of the Contract by the Employer	9.2.1	14 days
Dispute Resolution	10	Adjudication, Arbitration and the Court will be acceptable dispute resolution mechanisms.
Time within which Works to be commenced	10.1	14 Days after the Commencement Date.
Preferred method for determination of disputes	10.7	Arbitration
Access to the site	11	Add the following: The Contractor shall as far as possible, confine his operations to the limits of the areas made available to him by the Engineer, but if the land is insufficient for the needs of the work, the Contractor shall make his own arrangements with the owners of tenants concerned for whatever additional land he may require and pay all rent and other charges in connection therewith. The Contractor shall be responsible for all damages and shall indemnify the Employer against all claims which may arise.
Programme to be furnished within	12.2	14 Days after the issuing of the Letter of Acceptance.

Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**C1.3**

**FORM OF GUARANTEE**

**Client**

**Witness 1**

**Witness 2**

**Contractor**

**Witness 1**

**Witness 2**



**LEASE NOTE THAT A FINANCIAL INSTITUTION SHOULD PROVIDE A LETTER OF  
CONFIRMATION TO SUPPLY THE SURITY AS TENDERED.**

**C1.3: FORM OF GUARANTEE (PRO FORMA)**

WHEREAS

**GA-SEGONYANA LOCAL MUNICIPALITY**  
(hereinafter referred to as "The Employer")

enters into **BID NO: 01/2025-26** with

\_\_\_\_\_  
(Hereinafter referred to as the "Contractor")

on the \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

for

**PANEL APPOINTMENT: APPOINTMENT OF CONTRACTORS FOR THE CONSTRUCTION  
OF RURAL WATER SUPPLY FOR THE PERIOD OF 36 MONTHS**

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

AND

WHEREAS

\_\_\_\_\_  
Has/have at the request of the Contractor agreed to give such guarantee.

NOW THEREFORE WE,

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

The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorized and /or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations,

\_\_\_\_\_  
Client

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

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

\_\_\_\_\_  
Contractor

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

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



alterations, directions or extensions of the Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the

1. Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. The guarantee shall be limited to the payment of a sum of money.
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.
4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless were are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
5. Our total liability hereunder shall not exceed the Guaranteed Sum of \_\_\_\_\_ (R \_\_\_\_\_)
6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon our liability hereunder shall cease.
7. We hereby choose our address for the serving of all notices for all purposes arising \_\_\_\_\_ here \_\_\_\_\_ from \_\_\_\_\_ as \_\_\_\_\_ :

IN WITNESS WHEREOF this guarantee has been executed by us at \_\_\_\_\_  
\_\_\_\_\_ on this \_\_\_\_\_ day  
of \_\_\_\_\_ 20 \_\_\_\_.

\_\_\_\_\_  
Client

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

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

\_\_\_\_\_  
Contractor

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

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



AS WITNESSES:

1. \_\_\_\_\_

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

Duly authorized to sign on behalf of

2. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Client

\_\_\_\_\_

Witness 1

\_\_\_\_\_

Witness 2

\_\_\_\_\_

Contractor

\_\_\_\_\_

Witness 1

\_\_\_\_\_

Witness 2





**C1.4**

**OCCUPATIONAL HEALTH  
AND SAFETY AGREEMENT**

**Client**

**Witness 1**

**Witness 2**

**Contractor**

**Witness 1**

**Witness 2**



#### C1.4: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

**THIS AGREEMENT IS  
BETWEEN  
THE CONTRACTOR**

Herein represented by: \_\_\_\_\_

In his capacity as \_\_\_\_\_ being duly authorized hereto  
hereinafter referred to as “contractor”.

Compensation Commissioner Number: \_\_\_\_\_

(Attached a copy of the Registration Certificate to this agreement)

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

Registration No : \_\_\_\_\_

CEO  
Name : \_\_\_\_\_

I D Number : \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

**AND**

**GA-SEGONYANA LOCAL MUNICIPALITY  
(hereinafter referred to as “the Council”)**

\_\_\_\_\_  
Client

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

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

\_\_\_\_\_  
Contractor

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

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



## 1. DEFINITIONS

- |                                   |   |
|-----------------------------------|---|
| <b>1.1 CONTRACTOR</b>             | Means the "Contractor" as defined in the General Conditions of Contract in his capacity as mandatory.   |
| <b>1.2 MANDATORY</b>              | Includes an agent, contractor or subcontractor for work to be done or service rendered, but without derogating from his status in his own right as an employer of people or user of equipment, machinery, tools or materials. |
| <b>1.3 THE PRINCIPAL CONTRACT</b> | Means the contract as contained in Portion 2 of this document   |
| <b>1.4 COUNCIL</b>                | Means : GA-SEGONYANA LOCAL MUNICIPALITY   |
| <b>1.5 RISK CONTROL OFFICER</b>   | A person appointed in writing by Council  |

## 2. OBJECTIVE

- 2.1 Whereas Council and the Contractor have entered into a contract for service (work) as fully indicated in the "Principle Contract" and whereas the "Contractor" agreed to indemnify Council against the risks stated hereunder whether foreseeable or not, and, whereas it is agreed between the parties that it is of cardinal importance to safeguard both Council and the Contractor's obligation in terms of relevant legislation as well as to extend the obligation as a company and/or legal person and/or person as an entity concerned with health, safety and the environment.
- 2.2 These rules are applicable to all contractors performing work for Council within the jurisdictional area of the Council and on any premises which are owned, rented or developed by the Council.
- 2.3 The Council acts through those officials or persons who are generally or specifically charged with the responsibility, in terms of legislation, as well as any other official or person who is generally or specifically charged with the control and supervision of the project.

IT IS HEREBY AGREED AS FOLLOWS:

Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



### **3. INDEMNITIES**

- 3.1 The "Contractor" hereby indemnifies the "Council" against any loss in respect of all claims, proceeding, damages, costs and expenses arising out of any claim or proceeding pertaining to the non-compliance by the "Contractor" of any statutory requirements and/or requirements.
- 3.1.1 The Occupational Health and Safety Act 85 of 1993 (as amended), including the Construction Regulations, 2003 as promulgated on 18 May2003, in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993), in Government Gazette No. 25207 and Regulation Gazette No. 7721.  
See Annexure B
- 3.1.2 The Health Act 63 of 1977,
- 3.1.3 Road Traffic Act 29 of 1989 (as amended)
- 3.1.4 Environment Conservation Act 73 of 1989
- 3.1.5 The National Water Act 36 of 1998
- 3.1.6 The Criminal Procedure Act 51 of 1977
- 3.1.7 The Explosives Act 26 of 1956
- 3.1.8 The Arms and Ammunition Act 75 of 1969
- 3.1.9 Compensation for Occupational Injuries and Diseases Act 130 of 1993
- 3.1.10 The Labour Relations Act 66 of 1995
- 3.1.11 The Unemployment Insurance Act 30 of 1966 (as amended)
- 3.1.12 The Basic Conditions of Employment Act 75 of 1997 (as amended)
- 3.1.13 Standards Act 29 of 1993
- 3.1.14 any statutory provisions in any act and/or any law or bylaw of any local government and/or any published official standard incorporated into any statute or bylaw relating to the completion of the work set out in the "Principal Contract".
- 3.1.15 Any other health and safety standard prescribed by the "Council".
- 3.2 The "Contractor" shall ensure that he familiarizes himself with the requirements of the above legislation and that he, his employees and any subcontractor will comply with all the statutory provisions contained in them.
- 3.3 The "Contractor" shall indemnify the "Council" in respect of any physical loss or damage to any plant, equipment or other property belonging to the "Contractor" or for which he is responsible an he hereby indemnifies the "Council" against any loss in respect of all claims, proceedings, damages, costs and expenses consequent upon the loss of or damage to any plant, equipment or other property belonging to, or which is the responsibility of , any subcontractor, agent or employee of the subcontractor.
- 3.4 The "Contractor" shall and hereby indemnifies the "Council" against any liability, loss, claim or proceedings whatsoever, whether arising in common law or by statute, consequent on personal injuries to or the loss of health or death of any

**Client**

**Witness 1**

**Witness 2**

**Contractor**

**Witness 1**

**Witness 2**



person whosoever arising out of or in the course of or caused by the execution of the "Principal Contract".

- 3.5 The "Contractor" shall and hereby indemnifies the "Council" against any liability, loss, claim or proceedings consequent on loss of or damage to any movable or immovable property arising out of or in the course of or caused by the execution of the "Principal Contract" and due to any act or omission of the "Contractor", his agents, servants or subcontractors.

#### **4. PERFORMANCE SAFE WORKING PRACTICE**

- 4.1 The "Council" requires a high standard of safe work performance from all employees and expects that the standard be maintained by the "Contractor" within the "Council's" jurisdictional area or on its premises.
- 4.2 Irrespective of human considerations, the maintaining of these health and safety rules shall be the execution of the prescribed legal requirements. These rules are not to hinder the "Contractor" in rendering services or indemnify the "Contractor" from any legal responsibility to ensure healthy and safe work circumstances.
- 4.3 The "Council" shall assist the "Contractor" in any practical considerations to accommodate the healthy and safe execution of work and therefore require co-operation in the execution of these safety rules.

#### **5. LOCK OUT PROCEDURE**

- 5.1 When power or air driven machines or equipment, electrical apparatus or pipe lines are examined, repaired, adjusted, cleaned, lubricated or serviced in any other way than normal servicing, then all isolating switches, -levers, valves or appliances must be put in the "off" or "closed" position and locked.
- 5.2 Should more than one team work on a machine, then each person in control of a team, must put a separate lock on the switch, lever, valve or appliance.

#### **6. CRANES, VEHICLES AND HOISTING**

- 6.1 For each crane or hoisting equipment used, the "Contractor" must submit a valid and recent test certificate or other form of the last examination of the machine or equipment, to the "Council".
- 6.2 Only trained personnel with written permission and where determined by Law, with a valid driver's license, may be allowed to operate any electrical diesel or petrol driver overhead crane, hydraulic or electrical hoisting equipment, self driven forklift, tractor or any other crane or vehicle. No employee of the "Contractor" may perform any overhead work or work on an overhead crane or hoisting equipment or work near cranes or crane rail, before :

- (i) An agreement was concluded with the "Council"
- (ii) Approval has been obtained from the "Council" to perform the work

**Client**

**Witness 1**

**Witness 2**

**Contractor**

**Witness 1**

**Witness 2**



- (iii) All applicable danger – and warning symbolic signs are put into position, or exemption, if applied for, is in operation.

- 6.3 The “Contractor” shall be wholly responsible for any loss or damage to cranes, hoisting equipment, plant, machines or equipment brought onto the work site by the “Contractor”

## **7. MACHINE VALANCES, PROTECTION AN FENDING**

- 7.1 No machine valances, protection or fencing may be removed from machines, manholes, etc without the written permission of “Council” if applicable exemption procedures were not appropriated.

## **8. SCAFFOLD, LADDERS, TOOLS AND EQUIPMENT**

- 8.1 No equipment or appliance belonging to “Council” may be used without written permission from “Council”.
- 8.2 Unless prior arranged, “Contractors” must bring sufficient tools and equipment to the site to finish the contract, including offices and storerooms. The mentioned equipment remains the responsibility of the “Contractor” with respect to loss, damage and theft.
- 8.3 In exceptional cases, where tools and equipment belonging to “Council” are used to finish the contract, the said equipment and tools are used on won risk and the “Contractor” indemnifies “Council” from any claims that may arise. The said indemnity must be in writing, as well as information regarding the loan period, identification and condition of tools and equipment. The “Contractor” is responsible for the returning of said tools and equipment. The “Contractor” is responsible to “Council” for any damage or excessive wear of such tools or equipment and material.

## **9. EXCAVATIONS**

- 9.1 Before any excavations commence, written permission must be obtained from “Council” to confirm the location of existing electrical cables, water pipes, etc.
- 9.2 All excavations and obstructions in floor, tar and dirt surfaces must be fenced effectively and safeguarded between sundown and sunup with a sufficient amount of red/yellow warning lights and symbolic signs.
- 9.3 The surrounding area must be kept clean, safe and tidy during excavation. Excess material may not obstruct unnecessarily.

**Client**

**Witness 1**

**Witness 2**

**Contractor**

**Witness 1**

**Witness 2**



9.4 If any property is in danger during excavation, it must be supported and the proposed support work must be submitted to the Department of Labour (OHS) and "Council" for approval.

9.5 Written permission must be obtained from "Council" to grant admittance to restricted areas as well as areas where dangerous or poisonous gases are present.

#### **10. FIRST AID**

10.1 The "Contractor" must provide and maintain a first aid box equipped according to legal requirement where more than (5) five persons are employed. The first aid box must be in the care of a person with a competency certificate from one of the following organizations :

- (i) SA Red Cross Association;
- (ii) St Johns Ambulance;
- (iii) SA First Aid League; or
- (iv) A person or organization approved by the Chief inspector for this purpose.

#### **11. FLAMMABLE LIQUIDS**

11.1 The "Contractor" shall be held responsible for the necessary precautionary fire prevention measures. No smoking signs must be put up where applicable. The "Contractor's" employees must be informed of "Council's" fire prevention measures and evacuation procedures.

#### **12. COMPENSATION BY CONTRACTOR**

12.1 The "Contractor" shall be held responsible for all loss of and damage to property, the death or injury of persons, the resultant loss or damage suffered as well as all law suits, claims, costs, charges, fines and expenses, due to negligence, violation of statutory liability or neglect of the "Contractor" or the "Contractor's" employees.

#### **13. TRANSGRESSION OF RULES AND MISBEHAVIOR**

13.1 The "Contractor" is warned that any act(s) leading to damage or loss of employees of the "Contractor" or the "Council" shall not be tolerated. The "Council" may (without any reason) demand that any employee of the "Contractor" be withdrawn from the principal "Contract" or site.

#### **14. INCIDENT REPORTING**

14.1 All incidents referred to in Section 24 of the Occupational Health and Safety Act and or other incidents shall be reported, by the "Contractor" , to the Department of Labour, as well as to the "Council".

Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



14.2 The "Council" will obtain an interest in the issue of any formal inquiry conducted in terms of the Occupational Health and Safety Act in any incident involving the "Contractor" and/or his employees and/or his subcontractors.

14.3 The "Contractor" undertakes to report to "Council" anything deemed to be unhealthy and/or unsafe and that he undertakes to verse his employees and/or subcontractors in this regard.

## **15. LIAISON AND SUPERVISION**

15.1 The "Contractor" hereby undertakes to liaise on a regular basis with the designated Risk Control and "Council" representative regarding any hazards or incidents that may be identified or encountered during the performance of the "Principal Contract".

## **16. SERVICE INTERRUPTION**

16.1 Should any work done by the "Contractor" cause a possible interruption, written permission must be obtained from "Council", before such work commences. The "Contractor" may not switch on or off any compressed air, steam, oxygen, vacuum supply or electrical supply without written permission from the "Council".

## **17. CONFIDENTIALITY**

17.1 The "Contractor" and his employees shall regard all data, documentation and information of the contract and related documentation s confidential.

17.2 Lost documentation/plans or related documentation shall immediately be reported in writing to the "Council".

17.3 The "Contractor" shall not put up any advertisements or billboard at the site without permission.

17.4 The "Contractor" shall not take photographs of the contract site or part thereof or any work process or part thereof, without written permission from the "Council", or have photographs taken, published or let it be published.

## **18. CONTRACT SITE AND PRESERVATION**

18.1 The "Contractor" shall not be allowed entrance to the site unless a valid identity document, issued by "Council", is displayed. The mentioned documents shall only be valid for a limited period, where after it must be renewed.

**Client**

**Witness 1**

**Witness 2**

**Contractor**

**Witness 1**

**Witness 2**





## **19. COMPLETION OF WORK**

- 19.1 The "Contractor" or his employees shall not leave the contract site before the "Council" is satisfied that the contract is completed according to the requirements and standards set out in the contract and that the working site is left in a satisfactory and safe condition.

## **20. LIQUOR, DRUGS, DANGEROUS WEAPONS AND FIREARMS**

- 20.1 The "Contractor" shall ensure that no liquor, drugs, dangerous weapons or firearms be brought onto the premises.

## **21. SEARCHES**

- 21.1 The "Contractor" and any person engaged in the contract work may at any time be searched by " Council", appointed security personnel and all packages, suitcases, etc. must be presented to the access control point for examination prior to them being brought onto the property or leaving the property.

## **22. GENERAL CONDITIONS**

- 22.1 Notwithstanding anything to the contrary in this agreement, it is hereby specifically determined that the "Contractor" :

- 22.1.1 Shall have acquainted himself and be conversant with the contents of all statutory applicable to the health and safety of workers and other persons on the site including the execution of the work, and in particular the conditions contained in the Occupational Health and Safety act, 1993 (Act 85/1993), and the regulations promulgated in terms thereof, and shall comply therewith meticulously and in all aspects and/or take care that it is complied with;
- 22.1.2 Shall be obliged to immediately execute all instructions given to him by an authorized representative of "Council" in order to ensure and uphold the implementation and enforcement of the provisions referred to in sub-paragraph 1, to the satisfaction of the said representative;
- 22.1.3 Shall indemnify the "Council" against any or all liability which may be incurred by the "Council" as a result of the omission of the "Contractor", his employees, sub-contractors and/or representatives to comply with the provisions referred to in sub-paragraph 1, or to ensure that it shall be complied with;
- 22.1.4 Shall undertake to pay upon demand any and/or all legal costs and other expenses which "Council" may have incurred as a consequence of any criminal charges or other proceedings pending against, or involving the "Council" as a result of the contravention or non-compliance by the " Contractor", his employees, sub-contractors and/or

**Client**

**Witness 1**

**Witness 2**

**Contractor**

**Witness 1**

**Witness 2**



representative of any of the statutory provisions referred to in sub-paragraph 1;

- 22.1.5 Should the "Contractor" neglect to immediately execute any health and safety written orders issued to him, or to his employee in charge of the works, in terms of the stipulations of sub-paragraph 2, the "Council" shall be entitled to suspend the execution of the works and take the necessary steps to execute or have such order executed. Under these circumstances the contractor shall be obliged to pay " Council", upon demand, all costs and expenses incurred by " Council", in order to execute or have the said orders executed.
- 22.1.6 Should the above-mentioned steps not establish a healthy and safe work environment the "Council" will be entitled to terminate the contract without incurring any further costs or claims from the contractor?

### **23. "CONTRACTOR" IDENTIFICATION BOARD**

23.1 The "Contractor" shall provide on any work premises a temporary identification board containing at all worksites the following information :

- Company Name
- On behalf of which division/department the work is being done
- The contract number and name of the person representing the "Contractor"
- The contract number and name of the person representing "Council"

### **24. ACKNOWLEDGEMENT**

24.1 The "Contractor" hereby acknowledges that he has read and received a copy of the "Principal Contract" and agrees to be bound by and undertakes to observe all the terms and conditions of the "Principal Contact". This appointment is made in terms of Section 37(2) of the Occupational Health and Safety Act. 85 of 1993.

### **25. EXCEPTIONS AND OMISSIONS**

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Client	Witness 1	Witness 2	Contractor	Witness 1	Witness 2



**26. REMARKS**

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**THE CONTRACTOR**

SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_ DAY OF \_\_\_\_\_

WITNESSES:

\_\_\_\_\_  
THE CONTRACTOR

1. \_\_\_\_\_
2. \_\_\_\_\_

**THE COUNCIL**

SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_ DAY OF \_\_\_\_\_

WITNESSES:

\_\_\_\_\_  
THE COUNCIL

1. \_\_\_\_\_
2. \_\_\_\_\_

\_\_\_\_\_  
Client

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

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

\_\_\_\_\_  
Contractor

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

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



## C1.4: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

### INDEMNITY CERTIFICATE

CONTRACTOR : \_\_\_\_\_

EMPLOYER : GA-SEGONYANA LOCAL MUNICIPALITY

CONTRACT NO : 03/2024-25

CONTRACT : PANEL APPOINTMENT: APPOINTMENT OF CONTRACTORS FOR THE  
CONSTRUCTION OF RURAL WATER SUPPLY FOR A PERIOD OF 36  
MONTHS

I/WE \_\_\_\_\_ Hereafter the "Contractor"

"Contractor" hereby indemnifies the JOE MOROLONG LOCAL MUNICIPALITY (Council) against any claim of whatever sort which may arise directly or indirectly from the execution by me/us of the abovementioned contract and which may be instituted against "Council", as well as of any loss or damage which the "Council" suffers or expenditure the "Council", incurs to prevent responsibility for such claim, loss or damage, whatever the cause of such claim may be or whatever loss or damage the "Council" suffers.

THUS DONE AND SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF  
\_\_\_\_\_ 20\_\_\_\_

#### WITNESSES:

1. \_\_\_\_\_

CONTRACTOR

2. \_\_\_\_\_

COUNCIL

R2  
REVENUE STAMP

\_\_\_\_\_  
Client

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

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

\_\_\_\_\_  
Contractor

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

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



## C1.4: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

### ACKNOWLEDGEMENT CERTIFICATE

I, IN MY CAPACITY AS : \_\_\_\_\_

DULY AUTHORIZED HERETO \_\_\_\_\_  
REPRESENTING \_\_\_\_\_ CONTRACTORS,  
ACKNOWLEDGE RECEIPT  
OF A COPY OF THE GA-SEGONYANA LOCAL MUNICIPALITY'S SAFETY MANUAL FOR  
CONTRACTORS AND THE UNDER MENTIONED PERSON AS MY SUPERVISOR REGARDING ALL  
WORK AND SERVICES, WHICH MUST BE EXECUTED BY THE CONTRACTOR. THE APPOINTMENT  
IS DONE IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT. 1993 (ACT 85/1993).

SIGNED AT \_\_\_\_\_ ON \_\_\_\_\_ 20\_\_

I, \_\_\_\_\_ ACCEPT THE ABOVE-MENTIONED  
APPOINTMENT, AND DECLARE THAT I AM FAMILIAR WITH THE CONTENTS OF THE GA-  
SEGONYANA LOCAL MUNICIPALITY'S SAFETY MANUAL FOR CONTRACTORS.

### CASUALTIES REGISTRATION NUMBER

\_\_\_\_\_  
\_\_\_\_\_

SIGNED AT \_\_\_\_\_ ON \_\_\_\_\_ 20\_\_

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

WITNESSES : 1. \_\_\_\_\_

2. \_\_\_\_\_

A copy of this certificate shall be submitted to the "Council" before any work commences

R2  
REVENUE STAMP

\_\_\_\_\_  
Client

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

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

\_\_\_\_\_  
Contractor

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

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



**PART C2  
PRICING DATA  
PCODITIONS OF  
CONTRACT**

**Client**

**Witness 1**

**Witness 2**

**Contractor**

**Witness 1**

**Witness 2**



## C2: PRICING DATA

### CONTENTS

ITEM	DESCRIPTION	PAGE
<b>C2</b>	<b>PRICING DATA</b>	
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C2.2.1	BILL OF QUANTITIES	7-63
C2.2.2	SUMMARY BILL OF QUANTITIES	132
C2.3	DAYWORK SCHEDULE	134-137

Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**PART C2.1  
PRICING INSTRUCTIONS  
CONDITIONS OF  
CONTRACT**

**Client**

**Witness 1**

**Witness 2**

**Contractor**

**Witness 1**

**Witness 2**





## **C2.1: PRICING INSTRUCTIONS**

### **PREAMBLE**

1. The General Conditions of Contract, the Special Conditions of Contract, the Specifications (including the Project and Particular Specifications) and the Drawings are to be read in conjunction with the Schedule of Quantities.
2. The Schedule comprises items covering the Contractor's profit and costs of general liabilities and of the construction of temporary and permanent works.
3. The Tenderer is at liberty to insert a rate of his own choosing for each item in the Schedule and his attention is drawn to the fact that the Contract has the right, under various circumstances, to payments for additional works carried out and that the Engineer shall base his assessment of the rates to be paid for such additional work on appropriate rates inserted in the Schedule by the Contractor.
4. Clause 8 of each Standardized Specification and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specification, set out what ancillary or associated activities are included in the rates for operations specified.
5. Descriptions in the Schedule of Quantities of this Tender Document drawn up generally in accordance with the latest issue of Civil Engineering Quantities (1). Should any requirement of the measurement and payment clause of the applicable Standardized Specification (2), or the Project Specification (2), or the Particular Specification (2) conflict with the terms in the Schedule of Quantities in this Tender Document the requirements in the Schedule of Quantities in this tender document shall prevail. The Contractor's attention will be called upon Clause "Qualifications of Tenders" and Clause "Preliminary and General" in the section "Conditions of Tender" in this Tender Document.

Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste. The Tender Quantities are derived from preliminary drawing, so due allowance shall be made for possible changes.

The prices and rates to be inserted in the Schedule of Quantities are to be the exclusive prices to the Employer for the work described under the several items. Such prices shall cover all costs and expenses that may be required in and for the construction of the work described, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based.

7. A price, rate or word "NIL" is to be entered against each item of the Schedule of Quantities, whether the quantities are stated or not. If no rate is entered against an

**Client**

**Witness 1**

**Witness 2**

**Contractor**

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item, or a word other than "NIL" is entered, the item will be considered to be covered by other prices in the Schedule, the rate will, nevertheless, be taken as "NIL" and no claim will be considered if the quantity of such item increases or decreases.

The Tenderer shall price each item in the Schedule of Quantities in **BLACK INK**.

8. Units of measurement stated in the Schedule of Quantities are all metric units. Abbreviations used are as follows:

mm	=	millimeter
m	=	meter
km	=	kilometer
km-pass	=	kilometer pass
m <sup>2</sup>	=	square meter
m <sup>2</sup> -pass	=	square meter pass
m <sup>3</sup>	=	cubic meter
m <sup>3</sup> -km	=	cubic meter-kilometer
ha	=	hectare
kw	=	kilowatt
l	=	liter
kl	=	kiloliter
kg	=	kilogram
t	=	tonne (1 000 kg)
Prov.	=	provisional amount
%	=	percent
PC Sum	=	prime cost sum
Sum	=	sum
No.	=	number

All rates and amounts quoted in the Schedule of Quantities shall be in South African Rand.

8. The Tenderer must provide a rate for all items marked "Rate Only" in the amount column. The reason for this is that even though no work is expected to be done under such an item, the stated rate will be applied if any work should be necessary under the particular item.

9. **NOTES**

- 1) The standard system of measurement of civil engineering quantities for South Africa and South West Africa/Namibia, published by the South African Institution of Civil Engineers.
- 2) See definition in Sub-clause 2.1 of Part 1 of SABS 0120.

Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**PART C2.2  
BILL OF QUANTITIES  
CODITIONS OF  
CONTRACT**

**Client**

**Witness 1**

**Witness 2**

**Contractor**

**Witness 1**

**Witness 2**

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**Witness 2**

**Contractor**

**Witness 1**

**Witness 2**



**Client**

**Witness 1**

**Witness 2**

**Contractor**

**Witness 1**

**Witness 2**



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**Client**

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**Contractor**

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**Witness 2**





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**PANEL APPOINTMENT: APPOINTMENT OF CONTRACTORS FOR THE  
CONSTRUCTION OF RURAL WATER SUPPLY FOR A PERIOD OF 36  
MONTHS  
BID No: 01/2025-26**



**Client**

**Witness 1**

**Witness 2**

**Contractor**

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**Witness 2**

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Witness 2



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**Witness 1**

**Witness 2**

**Contractor**

**Witness 1**

**Witness 2**



### C2.2.1.1: SUMMARY BILL OF QUANTITIES

<u>DESCRIPTION</u>	<u>AMOUNT</u>
SCHEDULE 1: PRELIMINARY & GENERAL	R _____
SCHEDULE 2: DAYWORKS	R _____
SCHEDULE 3: PIPEWORK	R _____
SCHEDULE 4: HANDPUMPS	R _____
SCHEDULE 5: WINDMILLS	R _____
SCHEDULE 6: ELEVATED TANKS	R _____
SCHEDULE 7: DIESEL ENGINES & GENERATORS	R _____
SCHEDULE 8: PUMPS	R _____
SCHEDULE 9: ELECTRICAL WORK	R _____
SCHEDULE 10: EMERGENCY MAINTENANCE	R _____
SCHEDULE 11: RESERVOIRS & DRINKING TROUGHS	R _____
SCHEDULE 12: BUILDING WORKS	R _____
SCHEDULE 13: YARD CONNECTIONS	R _____
SCHEDULE 14: HEALTH AND SAFETY	R _____
<b>SUB-TOTAL 1 :</b>	<b>R _____</b>
CONTINGENCIES 10%	R _____
<b>SUB-TOTAL 2 :</b>	<b>R _____</b>
ESCALATION 10%	R _____
<b>SUB-TOTAL 3 :</b>	<b>R _____</b>
V.A.T. 14%	R _____
<b>SUB-TOTAL 4 :</b>	<b>R _____</b>
<b>TOTAL TENDER PRICE (INCL CONTINGENCIES AND VAT)</b>	<b>R _____</b>

\_\_\_\_\_  
Client

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

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

\_\_\_\_\_  
Contractor

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

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



**PART C2.3  
DAYWORK SCHEDULE  
CONDITIONS OF  
CONTRACT**

**Client**

**Witness 1**

**Witness 2**

**Contractor**

**Witness 1**

**Witness 2**



### C2.3: DAYWORK SCHEDULE

#### 27. GENERAL

Tenderers must complete this list which shall be used for the assessment of value of the work which the Engineer instructed in writing that must be done on a day work bases, all in agreement with Clause 6.5 of the General Conditions of Contract for Construction Works 2010. All the rates are fixed and shall be binding until and with the issuing of the final certificate, except for statutory increases, announced from time to time.

#### 28. LABOUR COSTS

Rates for labour as listed below shall include all the allowances as specified in the General Conditions of Contract for Construction Works 2010. This extra allowance applicable on labour cost listed below, is stated in the Contract Data (Part 1) and must not be included in this list.

Overtime costs attached to this contract shall be paid in the same relation as to that which the employees are actually paid.

Only the net working hours will be measured under Daywork and it will be held that the Contractor has made provision in his rates for possible interruptions and standing time.

DESCRIPTION	UNIT	RATE
Unskilled labour	hour	
Semi-skilled labour	hour	
Pipe layer	hour	
Ganger	hour	
Foreman/Section leader	hour	
Brick layer	hour	
Plumber	hour	

#### 29. EQUIPMENT COSTS

Full comprehensive hourly rates, which also include the cost of the operators and other equipment, must be listed below. Rates, must also include all the costs of consumable items, maintenance, depreciation, tools and all other coincidences that shall be necessary to operate the equipment for the purpose it is designed for. The rates must also include all the overhead costs, profits, site supervision, insurance, holidays with payment, traveling costs (or traveling

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

**PANEL APPOINTMENT: APPOINTMENT OF CONTRACTORS FOR THE  
CONSTRUCTION OF RURAL WATER SUPPLY FOR A PERIOD OF 36  
MONTHS  
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allowances) and residence allowances of operators and any other allowances that is applicable. No further percentage allowances shall be applicable on equipment. The Tenderer must list under each heading the fabrication and specification of the equipment available.

The Contractor will be paid the actual net cost of plant hired by him for Daywork and in addition will be paid a percentage allowance on the net cost of such hire which allowance will cover the Contractor's overhead costs and

NO	DESCRIPTION	UNIT	RATE
1.	Excavators		
		hour	
		hour	
		hour	
2.	Bulldozers		
		hour	
		hour	
		hour	
3.	Graders		
		hour	
		hour	
		hour	
4.	Scrapers		
		hour	
		hour	
		hour	
5.	Front-end loaders		
		hour	
		hour	
		hour	
6.	Rollers		
		hour	
		hour	
		hour	
7.	Pneumatic tyre rollers		
		hour	
		hour	
		hour	
Client	Witness 1	Witness 2	Contractor
			Witness 1
			Witness 2
			hour

## GA-SEGONYANA LOCAL MUNICIPALITY

**PANEL APPOINTMENT: APPOINTMENT OF CONTRACTORS FOR THE  
CONSTRUCTION OF RURAL WATER SUPPLY FOR A PERIOD OF 36  
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8.	Small rollers		
		hour	
		hour	
		hour	
		hour	

NO	DESCRIPTION	UNIT	RATE
9.	Trucks (m³ specified)		
		hour	
		hour	
		hour	
		hour	
10.	Water truck (litres specified)		
		hour	
		hour	
		hour	
		hour	
11.	Tractor and trailer		
		hour	
		hour	
		hour	
		hour	
12.	"Shaunee" tractor		
		hour	
		hour	
		hour	
		hour	
13.	Crane truck (tons specified)		
		hour	
		hour	
		hour	
		hour	
14.	Compressor		
		hour	
		hour	
		hour	
		hour	
15.	Concrete mixer (litres specified)		
		hour	
		hour	
		hour	
		hour	

Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**GA-SEGONYANA LOCAL MUNICIPALITY**

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		hour	
16.	"Dumper" (m³ specified)		
		hour	
		hour	
		hour	
		hour	

NO	DESCRIPTION	UNIT	RATE
17.	Water pumps		
	75mm	hour	
	100mm	hour	
	150mm	hour	
18.	Compactors (Plate)		
		hour	
		hour	
		hour	
		hour	
19.	Other equipment		
		hour	
		hour	
		hour	

Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**PART C3**  
**SCOPE OF WORKS**

**Client**

**Witness 1**

**Witness 2**

**Contractor**

**Witness 1**

**Witness 2**



### C3: SCOPE OF WORKS

ITEM	DESCRIPTION	PAGE
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	C3.1.3 NATURE OF GROUND, SUBSOIL CONDITIONS AND MATERIALS ON SITE	141
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Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**PART C3.1**

**DESCRIPTION OF THE  
WORKS  
CODITIONS OF  
CONTRACT**

**Client**

**Witness 1**

**Witness 2**

**Contractor**

**Witness 1**

**Witness 2**



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

### **C3.1.1 GENERAL DESCRIPTION OF WORKS**

The project entails the following:

- Rural Water Supply for various villages in Ga-Segonyana which includes the equipping of boreholes, laying of pipelines, construction of communal standpipes and construction of permanent storage.
- Bulk Water Supply in Kuruman and surrounding areas.
- Bulk Water Reticulation and Internal Water Reticulation in Kuruman and surrounding areas.
- Water Reticulation for Housing Projects.
- Refurbishment of existing Rural Water Reticulation.

### **C3.1.2 DESCRIPTION OF SITE AND ACCESS**

The site or sites will be within the GA-SEGONYANA LOCAL MUNICIPALITY area.

### **C3.1.3 NATURE OF GROUND, SUBSOIL CONDITIONS AND MATERIALS ON SITE**

The Contractor must ascertain himself with the conditions on site. Therefore, the site inspection is compulsory and the tender may not be accepted without the site inspection certificate.

### **C3.1.4 DETAILS OF CONTRACT**

This part of the contract comprises the civil, electrical and mechanical works for the Rural water supply and augmentation of villages in the GA-SEGONYANA LOCAL MUNICIPALITY:

- Carefully expose and protect existing services.
- Excavations and bulk earthworks, including backfilling according to specifications.
- Lay pipes and test complete with valves and fittings.
- Supply, installation and testing of communal standpipes.
- Equipping of boreholes including mechanical and electrical related works

Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



## C3.2: ENGINEERING

### C3.2.1 DESIGN SERVICES

DESCRIPTION	RESPONSIBLE AGENT
Works designed per design stage	Consulting Engineers
Basic Engineering and detail layouts	Consulting Engineers
Final design for construction stage	Consulting Engineers
Temporary works	Contractor
Preparation of record drawings	Contractor

Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**PART C3.2.2  
DRAWINGS LIST  
CODITIONS OF CONTRACT**

**Client**

**Witness 1**

**Witness 2**

**Contractor**

**Witness 1**

**Witness 2**



**“ANNEXURE D”**

**DRAWING ISSUED TO TENDERER**

**DRAWING NO.**

**DESCRIPTION**

**TO BE DONE AT A LATER STAGE**

Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2





**PART C3.3  
CONSTRUCTION  
CONDITIONS OF  
CONTRACT**

**Client**

**Witness 1**

**Witness 2**

**Contractor**

**Witness 1**

**Witness 2**



## C3.3: CONSTRUCTION

### CONTENTS

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Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



### C3.3: CONSTRUCTION

#### C3.3.1: STANDARD SPECIFICATIONS

The Standard Specifications on which this contract is based are the **SANS Standardized Specifications for Civil Engineering Construction SANS 1200**.

Although not bound in nor issued with this Document, the following Sections of the Standardized Specifications of SANS 1200 shall form part of this Contract:

SANS 1200 A	-	PRELIMINARY AND GENERAL
SANS 1200AA	-	PRELIMINARY AND GENERAL (SMALL WORKS)
SANS 1200 AD -		PRELIMINARY AND GENERAL (SMALL DAMS)
SANS 1200 AH -		STRUCTURAL WORK
SANS 1200 C	-	SITE CLEARANCE
SANS 1200 D	-	EARTHWORKS
SANS 1200 DA -		EARTHWORKS (SMALL WORKS)
SANS 1200 DB -		EARTHWORKS (PIPE TRENCHES)
SANS 1200 DE	-	SMALL EARTH DAM
SANS 1200 DK -		GABIONS AND PITCHING
SANS 1200 DM -		EARTHWORKS (ROADS, SUBGRADE)
SANS 1200 DN -		EARTHWORKS (RAILWAY SIDING)
SANS 1200 F	-	CONCRETE PILING
SANS 1200 G	-	CONCRETE (STRUCTURAL)
SANS 1200 GA -		CONCRETE (SMALL WORKS)
SANS 1200 GB -		CONCRETE BUILDING
SANS 1200 GE -		STRUCTURAL PRECAST CONCRETE
SANS 1200 GF -		PRESTRESSED CONCRETE
SANS 1200 H	-	STRUCTURAL STEELWORK
SANS 1200 HA -		STRUCTURAL STEELWORK (SUNDRY ITEMS)
SANS 1200 HB	-	CLADDING AND SHEETING
SANS 1200 HC -		CORROSION PROTECTION OF STRUCTURAL STEELWORK
SANS 1200 HE	-	STRUCTURAL ALUMINIUM WORK
SANS 1200 L	-	WATER MAINS
SANS 1200 LB	-	BEDDING (PIPES)
SANS 1200 LC	-	CABLE DUCTS
SANS 1200 LD	-	SEWERS
SANS 1200 LE	-	STORMWATER DRAINAGE
SANS 1200 LF	-	ERF CONNECTIONS
SANS 1200 LG -		PIPE JACKING AT CROSSINGS
SANS 1200 ME -		SUBBASE
SANS 1200 MF -		BASE COURSE
SANS 1200 MFL-		BASE (LIGHT PAVEMENT STRUCTURES)
SANS 1200 MG-		BITUMINOUS SURFACE TREATMENT
SANS 1200 MH -		ASPHALT BASE AND SURFACING
SANS 1200 MJ -		SEGMENTED PAVING
SANS 1200 MK -		KERBING AND CHANNELLING
SANS 1200 MM-		ANCILLARY ROADWORKS
SANS 1200 NB -		CONSTRUCTION OF PRIVATE SIDINGS, EARTHWORKS AND EXCAVATIONS

The variation and additions to the specifications listed in C3.4.1.2 (see attached Annexure A)

Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



### C3.3.2 CONSTRUCTION PROGRAM AND METHODS

#### C3.3.2.1 Preliminary program

The contractor is to take note that the roads will continuously be active throughout the construction period and hence provision must be made in his rates for any inconvenience and/or adverse circumstances as a result thereof. Further it is to be noted that the engineer must do the necessary control and tests before any road can be opened to traffic, all such controls and tests to be requested by the contractor. Such requests must be made at least 48 hours in advance.

In general the work may be programmed at the discretion of the contractor, subject to the approval of the Employer and the need not to interfere with any of the other contractors on site. The whole of the works shall be completed without any undue delay in the shortest possible period of time. The contractors shall submit a detailed works program within fourteen (14) days after being informed that the Contract is awarded to him. The program shall set out a quick and systematic method of constructing the works to disrupt the normal flow of activities as little as possible.

Close liaison and cooperation between contractors is absolutely essential.

In addition to a detailed working program the following information must also be submitted to the Engineer within fourteen (14) days of date of contract award:-

- i) Labor Histogram (as per program).
- ii) Categorized rates of local labor.
- iii) List of import labor, place of domicillium and job allocation.
- iv) Quantized labor structure, indicating local and import labor content, job allocation and anticipated training and/or transferring of skills to local labor.
- v) Time schedule of number of local subcontractors and labor required, the job allocation required, as well as anticipated duration of hire.

#### C3.3.2.2 Program in terms of Clause 12 of the General Conditions of Contract

It is essential that the construction program be furnished within the time stated in the Contract data to Tender. The preliminary program to be submitted with the tender shall be used as basis for the program.

Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**C3.3.3      SITE FACILITIES AVAILABLE**

**C3.3.3.1      Contractor's camp site and depot**

The Contractor is responsible to provide a suitable site for his camp. If the Employer can make any specific site available to the Contractor, such site will be pointed out to the Contractor.

The Contractor will be able to erect his offices, stores and storage camp for material on the site in a position indicated by the Engineer. The Contractor shall arrange for his own fencing and security of his camp site.

**The office must be equipped with a table and at least ten (10) chairs to be used for site meetings and other special Steering Committee meetings.**

**C3.3.3.2      Accommodation of Employees**

No employees except for security guards will be allowed to sleep or be accommodated on the site in urban areas. The Contractor shall make the necessary arrangements with the local authority for accommodation of his employees.

The Contractor shall provide the necessary ablution facilities at his campsite and the site of the works for the use of his employees. Chemical toilets only will be allowed where temporary facilities have to be provided or no waterborne sewer system is available.

**C3.3.3.3      Power supply, water and other services**

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.

**C3.3.4      SITE FACILITIES REQUIRED**

**C3.3.4.1      Sanitary and telephone facilities**

The Contractor is to make his own arrangements for sanitary and telephone facilities at his own cost.

Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



#### C3.3.4.2 Facilities for the Engineer

The Contractor shall provide for the use of the Engineer, maintain and service, as applicable, the following facilities as specified in SANS 1200 AB and PSAB :

- a. Two name boards
- b. One furnished office on the site
- c. Latrine and ablution facilities
- d. Carport for 1 vehicle
- e. Survey equipment
- f. Two survey assistants
- g. Site instruction books
- h. Protective clothing
- i. Safety equipment , and
- j. Medical facilities

Unless specified otherwise, on completion of the Works these facilities shall revert to the Contractor who shall remove them from the site.

The term "use of the Engineer" will be deemed to include, as appropriate, use by the Engineer's staff and the Engineer's Representative and his staff.

#### C3.3.5 FEATURES REQUIRING SPECIAL ATTENTION

##### C3.3.5.1 Existing Services

Existing underground services on the site are indicated on the layout drawings forming part of this contract or will be pointed out by the Engineer. **The Contractor shall, in addition, determine whether telephone cables and underground pipelines are present that are not shown on the layout drawings, prior to commencement of excavation operations, by contacting the relevant authorities.** Care shall be taken that none of these underground services are damaged in any way. Care shall be taken that no visual overhead services or overhead pipelines or their supporting structures are damaged in any way. Any damage to underground or visual overhead services or pipelines or supporting structures shall be repaired at the Contractors cost. The Contractor shall expose all services before working in the vicinity.

##### C3.3.5.2 Work on private properties

Where pipes are to be laid on private properties, the Contractor shall inform the owners in writing that such work is to be done, giving the approximate date of commencement and duration of construction work. Any reasonable request by the owner for work to be done at a different time with a view to

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minimizing inconvenience to him and damage to his property, shall be considered in consultation with the Engineer.

The Contractor shall make every effort to speed up the work and to avoid any damage to gardens, walls, paving, underground pipes and cables, fencing and the like or injury to persons and animals to the satisfaction of the Engineer.

Reinstatement shall be done immediately upon completion of the work.

**C3.3.5.3 Injury by pegs**

All survey and staking out pegs shall be knocked deep enough into the ground so as not to stand proud of the surrounding ground or shall be set in a 450 mm minimum diameter concrete collar sloping to the surrounding ground with a maximum slope of 15° to the horizontal and the top of the peg not more than 5 mm proud of the concrete surface.

Any injuries as a result of the Contractors pegs standing proud of its surround, either during the course of the contract or after its completion shall be deemed to be due to the Contractors negligence and he shall be held liable for any claims arising out of such injuries.

The Contractor shall inform the Clerk of Works immediately if any pegs are not found on site. The Clerk of Works shall make notes of all missing pegs and on completion of the work the Contractor shall expose all pegs to the satisfaction of the Clerk of Works and any pegs found to be missing and not recorded, shall be replaced at the cost of the Contractor.

**C3.3.5.4 Reinstatement of walkways and roads**

Wherever the new works cross regular public pedestrian walkways and traffic roadways, such works shall be fully covered up and completely reinstated to their original condition without any delay.

**C3.3.5.5 Preservation of trees**

Special care shall be taken that only designated trees are removed and that no damage is caused to other trees during construction.

**C3.3.5.6 Survey beacons**

Whereas excess excavation material will be dumped and spread on erven, the Contractor shall take special care to locate all survey beacons and erf pegs prior to commencing dumping of soil and to ensure that they shall not

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be disturbed by any of his operations. A registered Land Surveyor at the Contractors expense shall replace any disturbed beacons.

**C3.3.5.7 Safeguarding reference beacons**

The Contractor shall take special care to safeguard any permanent survey beacons such as erf corner pegs, reference beacons and level beacons. Should such pegs or beacons be disturbed, the Contractor shall have them replaced by a registered Land Surveyor at his own cost. The Surveyor shall submit the necessary documentation regarding the replacement of pegs and beacons to the Engineer for approval.

The Contractors attention is drawn to Article 35(1) of the Land Surveying Act No 9 of 1927 (as amended), in this regard.

**C3.3.5.8 Dealing with existing services**

Existing underground services will have to be located by the Contractor at his own cost. Special care shall be taken by the Contractor not to damage any of the existing services. All existing services on the drawings are to be verified by the Local Authority before construction commences.

**C3.3.5.9 Training of local labour**

The Contractor shall provide in-service training for labourers recruited from the local community. The training shall cover semi-skilled labour activities such as laying of (mented), kerbing, etc. and, in particular, the laying of interlocking concrete blocks.

**C3.3.5.10 Continuance of operation of existing services**

All existing services shall be maintained in operation, unless prior arrangements have been made with relevant authority and written permission for an interruption of the service has been granted and adequate notice has been given to the affected residents.

**C3.3.5.11 Sanitary conditions**

Unhygienic habits and other behavior that may cause contamination of any part of the Works or the surrounding areas are strictly prohibited. The Contractor shall ensure that sanitary conditions prevail throughout the Site and that all his workmen are aware of, and comply with, this rule.

**C3.3.5.12 Notification of night work and lighting**

If the Contractor is given permission, in terms of Sub-Clause 41(a) of the General Conditions of Contract, to work outside the working hours stipulated

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in Special Conditions of Contract Clause 41, he shall arrange with the Engineer, in good time, for watching and supervision of the Works, he shall be responsible for paying the additional costs of watching and supervising incurred by the Engineer and he shall provide adequate lighting for the construction area and access(es) as necessary.

Should the Contractor wish to work when the natural daylight is inadequate for the type of work to be undertaken he shall at his own expense, provide and maintain in good condition, adequate high powered flood lighting for all portions of the work over which he is operating.

If, in the opinion of the Engineer, the resulting illumination is not adequate for the safe and efficient execution of the work, additional lighting plant shall be provided at the Contractor's expense. Failing this, night work will be prohibited.

**C3.3.5.13 Dealing with water**

**C3.3.5.13.1 General**

The Contractor shall take special care in terms of Sub clause 5.5 of SANS 1200 A and Sub clause 5.1.3 of SANS 1200 D.

**C3.3.5.14 Project Steering Committee**

The Contractor shall establish and maintain liaison with a Project Steering Committee, who will be appointed by the Council Authority, with regard to the recruitment and training of local labour, and with regard to any aspect of the work which affects the local community. **A Community Liaison Officer will be appointed to facilitate this process.**

**C3.3.5.15 Health and safety**

In addition to Sub clause 5.7 of SANS 1200 A and the Occupational Health and Safety Specification AO as amended in Portion 2 of this Project Specification, the Contractor shall comply with the Occupational Health and Safety Act (Act No. 85 of 1993) (OHS Act) and in particular its Construction Regulations, 2003.

The Contractor shall apply suitable, proven methods for construction so that his activities will not constitute a hazard to the public or any adjacent properties.

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### C3.3.6 ADVERSE WEATHER CONDITIONS

The number of days per month on which work is expected not to be possible as a result of normal rainfall, for which the Contractor shall make provision, is given in Table PS9.1. In his tendered rates, prices and program the Contractor shall allow for at least the number of lost working days listed for each month. Only the number of days lost as a result of adverse weather conditions exceeding the number of days listed in Table PS-9.1 will qualify for consideration of extension of time.

**TABLE PS9.1 : EXPECTED NUMBER OF WORKING DAYS LOST PER MONTH DUE TO NORMAL RAINFALL**

MONTH	Expected number of working days lost as result of normal rainfall	Average monthly rainfall (mm)
JANUARY	3.9	117,0
FEBRUARY	2.8	83,0
MARCH	2.5	74,0
APRIL	1.9	57,0
MAY	-	14,0
JUNE	-	5,0
MAY	-	3,0
AUGUST	-	5,0
SEPTEMBER	-	13,0
OCTOBER	1.2	37,0
NOVEMBER	2.1	64,0
DECEMBER	2.2	67,0

*(Based on information obtained from the municipality. The average monthly rainfall figures quoted for **GA-SEGONYANA LOCAL MUNICIPALITY** are included for information only, and shall not be taken into consideration for calculation of extension of time. The number of working days lost for December and January allows for the builders' holidays from 16 December to 5 January).*

During the execution of the Works, the Engineer's Representative will certify a day lost due to abnormal rainfall and adverse weather conditions only:

- if no work was possible on the relevant working day on any item which is on the critical path according to the latest approved construction program; or
- if less than 30% of the work force and plant on site could work during that specific working day.

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Extension of time as a result of abnormal rainfall and adverse weather conditions shall be calculated monthly being equal to the number of working days certified by the Engineer's Representative as lost due to rainfall and adverse weather conditions, less the number of days allowed for as in Table PS-9.1, which could result in a negative figure for certain months. The total extension of time as a result of abnormal climatic conditions, for which the Contractor may apply, shall be the cumulative algebraic sum of the monthly extensions. Should the sum thus obtained be negative, the extension of time shall be taken as nil.

**C3.3.7      SECURITY RISKS**

The safety of the Contractor's staff is principally his own responsibility and he must take such action as he deems appropriate in any situation where it becomes unsafe for his staff to operate.

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**PART C4**

**“ANNEXURE A”  
CONDITIONS OF  
CONTRACT**

**Client**

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**Witness 2**

**Contractor**

**Witness 1**

**Witness 2**



**“ANNEXURE A “**

**VARIATION AND ADDITIONS TO  
STANDARD SPECIFICATIONS**

**Client**

**Witness 1**

**Witness 2**

**Contractor**

**Witness 1**

**Witness 2**



## “ANNEXURE A”

### VARIATION AND ADDITIONS TO STANDARD SPECIFICATIONS

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## “ANNEXURE A”

### VARIATION AND ADDITIONS TO STANDARD SPECIFICATIONS

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**VARIATION AND ADDITIONS TO STANDARD SPECIFICATIONS**

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## **“ANNEXURE A “ VARIATION AND ADDITIONS TO STANDARD SPECIFICATIONS**

### **AMENDMENTS TO THE STANDARD AND PARTICULAR SPECIFICATIONS TO SABS 1200 AS LISTED IN C3.4.1**

#### **INTRODUCTION**

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

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

#### **PSA                    GENERAL (SMALL WORKS)**

##### **PSA1                Employee accommodation**

No housing is available for the Contractor's employees and the Contractor shall make his own arrangements to house his employees and transport them to the site.

##### **PSA2                Setting out of the works (sub-clause 5.1.1)**

Special attention is drawn to the need for accurate setting out of the works. The Engineer has placed no pegs on site. It is the Contractor's duty to establish the correct lines and levels and submit them to the Engineer for approval. The Contractor shall employ a competent surveyor to set the Works out accurately

Client

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Witness 2

Contractor

Witness 1

Witness 2



**PSA3 Tolerances (sub-clause 6.1)**

The permissible deviation from designated lines and location dimensions shall nowhere exceed 50 mm in respect of all services constructed under this Contract. The permissible deviation in levels shall not exceed 5 mm from the levels indicated on the drawings.

**PSA4 Access Roads**

The Contractor shall construct and maintain such access roads and tracks to the site of Works as are required, for the proper execution of the Works.

**PSA5 Temporary works**

The Contractor shall construct and maintain such vehicular traffic deviations as may be necessary, erect such barriers and temporary traffic signs and apply such traffic markings on existing and temporary surfaces and may be directed by the Engineer to ensure the free and safe flow of traffic at all times.

**PSA6 Payment – Temporary works (Sub clause 8.5 and PSA4)**

Since the temporary works are of a very minor nature, only one lump sum item is allowed to cover all the costs that the Contractor may incur in respect of temporary works.

**PSAB ENGINEER'S OFFICE**

**PSAB3 MATERIALS**

**PSAB3.1 Name boards**

The layout of the required name boards shall be as detailed on the sketch bound into this document at the end of this Section. Two boards are to be installed at places determined by the Engineer.

**PSAB4 PLANT**

**PSAB4.1 Telephone**

A cell phone needs to be available for the use of the Engineer's Representative as well as for the Contractor's supervisor on site.

Client

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**PSAB4.2 Survey Equipment**

The Contractor shall provide the following survey equipment on site for the full duration of the Contract:

- (a) 1 (one) x tachometer capable of reading to 20 seconds of arc;
- (b) 2 (two) x tachometer staffs graduated metrically;
- (c) 1 (one) x automatic level and leveling staff; and
- (d) 1 (one) x steel tape of length 30 m.

All equipment may be shared by arrangement between the Contractor and the Engineer's Representative. The Contractor shall insure the equipment against any loss; damage or theft and he shall indemnify the Engineer against any claims in this regard.

**PSAB5 CONSTRUCTION**

**PSAB5.5 Survey Assistants**

The Contractor shall make available one suitably qualified survey assistant with applicable experience to the Engineer at all reasonable times.

**PSAO OCCUPATIONAL HEALTH AND SAFETY**

**PSAO3 Materials**

**PSAO3.1 Hazardous substances. (Subclause 3.1)**

The materials to be used in this Contract include the following hazardous materials :

Substances in pressurized containers,  
Certain cleaning substances,  
Petroleum and petroleum products,  
Epoxies,  
Cement,  
Lime and other stabilizing agents,  
Paints

**PSA04 Plant**

**PSA04.1 Medical facilities and safety equipment (Subclause 4)**

The suitable first aid services required in terms of Sub-Clause 23 (2) of the

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General Conditions of Contract and Subclause 4.2 of SANS 1200 A shall include inter alia, a First Aid cabinet fully equipped and maintained with at least the minimum contents as listed in the Annexure (Regulation 3) to the General Safety Regulations of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), to deal with accidents and ailments which are likely to occur during the construction period.

The Contractor shall provide personal safety equipment and facilities as required by Regulation 2 of the General Safety Regulations of the Occupational Health and Safety Act, 1993 (Act 85 of 1993).

**PSA04.2 Protective clothing (Sub clause 4.2)**

The Contractor shall provide and replace when necessary four sets of safety helmets and rubber Wellington boots (of sizes as required) to members of the Engineer's site staff and his visitors.

**PSA05 Construction**

**PSA05.1 Risk assessment (Sub clause 5.5)**

**PSA05.1.1 Construction work**

Construction work to be undertaken in this Contract includes :

- a) Operation of plant and vehicles.
- b) Bulk earthworks.
- c) Construction of structures for stormwater pipelines.
- d) Earthworks for roadworks.
- e) Road surfacing.
- f) Roadworks ancillaries

**PSA05.2 Safeguarding and accommodation of traffic. (Sub clause 5.7.2)**

During the construction of any works across or along public roads, the Contractor shall, in co-operation with and in accordance with any instruction from the relevant traffic authorities, take precautions for the protection of the Works and the safety of public and private vehicles and pedestrians in accordance with the requirements of Sub clause 5.2 and 5.7 of SANS 1200 A, 5.1.1 and 5.1.6 of SANS 1200 D as amended by PSA5.3 and PSD5.1.

Temporary traffic signs shall be erected at all diversions.

The number and layout of the traffic signs shall comply with the Site Manual entitled "Safety at Roadworks in Urban Areas", as published by the Department of Transport.

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Contractor

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Traffic signs shall have a yellow background with either a red or black border.

**PSA05.3 Safety of general public (Sub clause 5.7.2)**

As the works are in a residential area the Contractor shall take special precautions to prevent public access to any danger areas on the Works, e.g. by temporary barricades, notices and/or fencing.

**PSAO5.4 Blasting and use of explosives (Sub clause 5.11.3)**

In addition to Sub clause 5.1.1.3 and PSD5.3, the Contractor shall take adequate precautions to prevent fly rock.

**PSA05.5 Power lines and cables**

All power lines and cables shall be treated as live until proven otherwise.

Care shall be exercised and all necessary precautions taken while working under power lines or near cables with construction plant and when carrying or working on ladders in the vicinity of power lines.

**PSA05.6 Lighting**

If the natural light is inadequate for the type of work to be undertaken, the Contractor shall provide adequate lighting.

**PSC SITE CLEARANCE**

**PSC1 Disposal of material (sub clause 3.1 and 8.2.1)**

Material obtained from clearing and grubbing shall be disposed of in areas indicated by the Engineer. It shall be dumped, spread and leveled but need not be covered with other soil. **(All haul will be regarded as free haul).**

**PSC2 Individual trees (sub clause 5.2.3.2)**

Special care shall be taken that only designated trees are removed and that no damage is caused to other trees during construction.

Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**PSD                    EARTHWORKS (SMALL WORKS)**

**PSD1                Interpretations (sub-clause 2.1)**

In subsequent specifications SANS 1200M (Roads General) and SANS 1200 ME (Sub base) reference is made only to SANS 1200D. Wherever such reference appears, it shall automatically be interpreted as a reference to specification SANS 1200D.

**PSD2                Disposal of Material (sub-clause 5.1.6)**

Excess excavated material shall be disposed of at sites as indicated by the Engineer. **All haul will be regarded as free haul.**

**PSD3                Free Haul (sub-clause 5.2.6.1)**

**All haul of material on site and to dumping areas will be regarded as free haul.**

**PSD4                Hand Excavation (sub-clause 5.2.2)**

The Engineer may order that excavation be done by hand, using shovels only, in the vicinity of underground services. A special item for such hand excavation has been measured in the Bill of Quantities.

**PSD5                Borrow pits and Commercial off-site sources**

It is to be noted that no extra over payment will be affected for intermediate or hard rock excavations under these items. The contractor is to allow for this in his rates.

**PSD6                Borrow (sub-clause 5.2.2.3[d])**

If sufficient cut material is available to complete the earthworks in any particular section of the work, the Contractor shall locate other economic sources of borrow material **(all haul to be regarded as free haul).**

**PSD7                Surface preparation for concrete works**

All excavated horizontal surfaces intended to serve as foundation areas for blinding and concrete work must be cleaned from loose material, leveled and compacted to the tolerance required under SANS 1200G Item 6.2.3.

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Contractor

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**PSD8 Final surface preparation and finishing**

Final horizontal, semi-vertical and vertical surface areas of dam floors, embankments and backfill to concrete structures must be leveled and compacted to the required tolerances.

**PSDB EARTHWORKS (PIPE TRENCHES)**

**PSDB1 Free water (sub-clause 5.1.2)**

No provision has been made in the Schedule of Quantities for separate payment for dealing with water. The unit rate for excavation shall cover the cost of dealing with water in the trench.

**PSDB2 Base width of trenches (sub-clause 4.1; 5.2 and 8.2.3)**

No provision has been made in the Schedule of Quantities for separate payment for extra excavation for dealing with cables in the same trench as the sewer reticulation. The unit rate for excavation and backfilling shall cover the cost for over excavation in width to provide for the cables laid by others and the sifted sand for the cable bedding and the marker tape at the top of the cables, should this be required.

**SDB3 Surplus excavation material (sub-clause 5.6.3)**

The disposal of surplus excavation will not be confined to the trench servitude. The Engineer may order the Contractor to dispose of surplus material elsewhere on the site, **all haul to be regarded as free haul**. All costs related thereto must be included in the contractor's rates as scheduled under item 8.2.2 and 8.2.3 SANS 1200 DB.

**PSDB4 Immediate reinstatement of roads (sub-clause 5.9)**

All crossings of existing roads and tracks are to be reinstated after the trench has been backfilled. All the new backfilling in road reserves must be done with soil crete (ratio 1 : 10) properly mixed in a concrete mixer and backfilled in layers not thicker than 150 mm to a density of 95% MOD AASHTO.

**PSDB5 Scheduled items – Excavation (sub-clause 8.3.2[a])**

The class bedding to be allowed for in excavation and measurement will be Class B bedding for rigid pipes.

Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**PSDB6 Labour intensive excavations and backfilling**

All excavations must be labour intensive where possible and local labour must be hired for this purpose. Provision for machine rates have been made in the list of quantities and must be priced accordingly. **All backfilling regardless of whether excavation was done by hand or machine, will be done by hand. Mechanical compaction equipment must however be used to obtain the required compaction. (See Conditions of Tender in relevant paragraphs).**

**PSDB7 Excavation restrictions and payment**

A maximum length of 300 m of open trench only will be allowed on the project, conditional that it is continuous. Under no circumstances will leap flogging of trenches be allowed unless written and the Engineer grants permission.

**COMPLETED WORK NOT TESTED, FINISHED OFF AND HANDED OVER: 80%**  
**Payment will be made for work completed and finished off, minus the retention that is scheduled in the document.**

**PSDB8 Free haul (sub-clause 5.1.5)**

All haul of material on site and to dumping areas will be regarded as free haul.

**PSDB9 Classes of excavation (sub-clause 3.1)**

Only two classed of excavation shall be measured:

- soft excavation; and
- extra over for hard rock excavation (blasting).

**PSDB10 Shoring (sub-clause 5.7.3)**

No item has been scheduled for shoring or other safety precautionary measures for working in trenches. This must be allowed for in the contractor's rates as scheduled under item 8.2.2 and 8.2.3 SANS 1200 DB

**PSDB11 Borrow pits and commercial off-site sources**

It is to be noted that no extra over payment will be affected for intermediate or hard rock excavations under these items. The Contractor is to allow for this in his rates.

Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2





**PSDB12 Borrow (sub-clause 5.2.2.3[d])**

If insufficient cut material is available to complete the earthworks in any particular section of the work, the contractor shall locate other economic sources of borrow material **(all haul to be regarded as free haul)**.

**PSDM EARTHWORKS (ROADS SUBGRADE)**

**PSDM1 Selected Layers**

Wherever it incorporates any in-situ material considered unsuitable it shall be stabilized in accordance with SANS 1200 ME.

**PSDM2 Cut to spoil (sub-clause 5.2.2.3[b])**

Any excess cut material that cannot be used in fill shall as far as possible be disposed off as directed by the Engineer **(all haul to be regarded as free haul)**.

**PSDM3 Borrow (sub-clause 5.2.2.3[d])**

If insufficient cut material is available to complete the earthworks in any particular section of the work, the contractor shall locate other economic sources of borrow material **(all haul to be regarded as free haul)**.

**PSDM4 Accommodation of Traffic (sub-clause 5.1.2)**

Temporary deviations of traffic shall be constructed and maintained in good riding condition. The contractor will be responsible for all necessary deviations, traffic signs, road markings and barriers that conform to the requirements of the South African Road Traffic Signs manual in positions shown in the manual. An adequate number of flagmen and appropriate barricades clearly visible to oncoming traffic at all times shall also be provided.

**PSDM5 Overhaul (sub-clause 5.2.8.2)**

Sub-clause 5.2.8.3 shall not apply and all movement of material on site and **dumping site will be regarded as free haul.**

**PSDM6 Borrow pits and commercial off-site sources**

It is to be noted that no extra over payment will be affected for intermediate or hard rock excavations under these items. The contractor is to allow for this in his rates.

Client

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Witness 2

Contractor

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Witness 2



**PSL                    MEDIUM PRESSURE PIPELINES**

**PSL1                Materials (clause 3.1)**

Materials as specified in the Schedule of Quantities.

**PSL2                Pipe laying personnel**

Only a qualified person who has attended and passed a course in laying the kind of pipes and fittings used shall perform the laying of pipes and ancillary fittings.

**PSL3                Depths and cover**

***\*Add the following sub clause:***

The minimum cover over pipes shall be 1000 mm.

**PSL4                Setting of valves (sub-clause 5.3)**

Valves shall be located as shown on drawings.

**PSL5                Valve chambers (sub-clause 5.6.2)**

In the case of valves on pipelines 90 mm diameter and larger, as an alternative to the construction of valve chambers in brickwork, they may be formed by placing a suitable length of 150 mm diameter pipe, with both ends cut square over the valve top, so that it rests on the valve gland and capping and pipe with a C.I. surface box set in a 100 mm thick square concrete collar with 450 mm sides.

**PSL7                Connecting to existing (clause 5 and 8)**

Where shown on the drawings, new mains shall be connected to existing mains by cutting and lifting one or more existing pipes, cutting them to the correct length and finishing off the cut ends and relaying them together with the required tee-piece according to the specification for new pipes, including jointing, bedding and backfilling, thrust blocks and the like. Tee-piece shall be supplied in a complete material of the pipe to be cut into. In the case of existing steel mains, the cut pipe shall be fitted with flanges and the tee-piece shall be flanged as required.

Connecting to existing mains will be scheduled and measured for connection by the size of the pipes. The rates per item shall cover excavation and opening up of sufficient length of the existing main, cutting, lifting, finishing off and adapting cut ends, additional joints, laying, bedding, extra payment will

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be made over and above the rates in respect of additional cutting, finishing off and joining of pipes required for the precise location of the tee-piece or for replacing pipes and joints damaged during the connecting operations.

**PSLB8 Flanged connections**

All fittings and connections on 250 mm diameter and larger pipes shall be flanged.

**PSLB BEDDING (PIPES)**

**PSLB1 Class of bedding (sub-clause 3.3)**

Pipes shall be laid on Class B bedding (rigid pipes).

**PSLB2 Bedding materials (sub-clause 3.4)**

It is expected that sufficient suitable selected bedding material will be available from trench excavations on the site. It may be necessary to stockpile material in good areas to compensate for areas where the in-situ material is not suitable for bedding purposes. Provision in the rates shall be made for sifted sand for all the bedding, irrespective whether imported or in-situ. Bedding shall include both the blanket and cradle layers. Under no circumstances will the contractor deviate from this specification unless written the Engineer has granted permission. Items 8.3.2.1 of the SANS 1200 LB schedule must be allowed for either under item 8.3.2 (a) SANS 1200 LB or item 8.2.1 SANS 1200 LB scheduled in the Bill of Quantities. **All haul to be regarded as free haul.**

**PSLB3 Free haul (sub-clause 5.2.5)**

All haul of material on site and to dumping areas will be regarded as free haul.

**PSLB4 Borrow pits and commercial off-site sources**

It is to be noted that no extra over payment will be affected for intermediate or hard rock excavations under these items. The contractor is to allow for this in his rates.

**PSLB5 Borrow (sub-clause 5.2.2.3[d])**

If insufficient cut material is available to complete the earthworks in any particular section of the work, the contractor shall locate other economic sources of borrow material **(all haul to be regarded as free haul).**

Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**PSLE                    STORMWATER DRAINAGE**

**PSLE 3                MATERIALS**

**PSLE 3.1            CULVERT UNITS AND PIPES**

(d)    Skewed ends

*ADD THE FOLLOWING:*

"Skewed ends for pipe culverts may be cut on Site."

**PSLE 3.4            MANHOLES, CATCHPITS, AND ACCESSORIES**

**PSLE 3.4.1        Bricks**

*ADD THE FOLLOWING:*

"Bricks shall be engineering bricks complying with the requirements of  
SABS 227."

*ADD THE FOLLOWING SUBCLAUSE:*

**"PSLE 3.6           MATERIALS FOR SUBSURFACE DRAINS**

(a)    Pipes and fittings

Pipes for subsurface drains shall be normal duty, perforated or slotted  
uPVC pipes complying with SABS 791. Fittings shall be heavy duty and  
shall also comply with SABS 791.

The size of the perforations in perforated pipes shall in all cases be 8 mm  
in diameter  $\pm$  1,5 mm, and the number of perforations per metre shall not

The size of the perforations in perforated pipes shall in all cases be 8 mm  
in diameter  $\pm$  1,5 mm, and the number of perforations per metre shall not  
be less than 26 for 100 mm pipes and 52 for 150 mm pipes. Perforations  
shall be spaced in two rows for 100 mm pipes and in four rows for 150 mm  
pipes, as shown on the Drawings.

Slotted pipes shall have a slot width of 8 mm with a tolerance of 1,5 mm in  
width. The arrangement of the slots is subject to the Engineer's approval,

Client

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Witness 2

Contractor

Witness 1

Witness 2



but the total slot area shall not be smaller than that specified for perforations.

(b) Crushed stone

Crushed stone shall be 19 mm single-sized and shall comply with the requirements of SABS 1083.

(c) Geotextiles

Geotextiles shall be a non-woven, spun or thermic-bonded continuous filament fabric consisting of at least 85% by mass of polypropylene, polyester or other approved material and manufactured for civil-engineering applications by a recognized manufacturer."

**PSLE 5 CONSTRUCTION**

**PSLE 5.2 BEDDING AND LAYING**

**PSLE 5.2.2 Pipe culverts**

*ADD THE FOLLOWING:*

"The class of bedding required for the various pipe culverts is shown on the Drawings."

*ADD THE FOLLOWING SUBCLAUSES:*

**"PSLE 5.8 CONSTRUCTION OF SUBSURFACE DRAINS**

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

A layer of crushed stone of the thickness shown on the Drawings shall be placed on the geotextile and be lightly tamped and finished to the required gradient.

Pipes of the required size shall be firmly bedded on the permeable material, true to level and grade, and coupled where required. The trench shall then be backfilled with crushed stone to the height above the pipes shown on the Drawings or as directed by the Engineer.

Client

Witness 1

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Contractor

Witness 1

Witness 2



Crushed stone shall be placed in layers of not more than 300 mm at a time and shall be lightly compacted. Care shall be taken to prevent the contamination of crushed stone during construction of the subsurface drains and all material contaminated by soil or silt shall be removed and replaced by the Contractor at his own expense.

Perforated and slotted pipes shall be joined by couplers. Perforated pipes shall be laid with the perforations at the top or at the bottom, as directed. The higher end of subsurface drain pipes shall be sealed off with a loose concrete cap of class 20/19 concrete, as shown on the Drawings and at the lower end of the pipe shall be built into a concrete head wall providing a positive outlet, or it shall be connected to the stormwater pipes or culverts.

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

The remainder of the trench shall be immediately backfilled with approved impermeable material preferably obtained from the excavations, in layers not exceeding 150 mm and compacted to 90% of modified AASHTO density, unless otherwise ordered by the Engineer. The trench shall be specially protected against the ingress of water, soil and silt until the backfilling with impermeable material has been completed.

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

Any section of a subsurface drain constructed with pipes without perforations or slots shall be backfilled with impermeable backfill material as described above. Suitable excavated material may be used for backfilling. Payment for excavations as well as for backfilling with impermeable material will be made under SABS 1200 DB.

#### **PSLE 5.8 BACKFILLING AROUND STRUCTURES**

Material used to backfill around manholes that fall within the road reserve must comply with SABS 1200 LB subclause 3.1. Material used to backfill around other manholes must comply with SABS 1200 DB subclause 3.5.

Material adjacent to the walls of the manholes must be watered and mixed to its optimum moisture content, and compacted in layers not exceeding 150 mm in the compacted state. Compaction must be minimum 100% MOD

Client

Witness 1

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Contractor

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Witness 2



AASHTO for non-cohesive material, and minimum 93% of MOD AASHTO density for cohesive materials.

Backfilling around the structure must be carried out in even layers to avoid uneven side forces."

**PSLE 8 MEASUREMENT AND PAYMENT**

**PSLE 8.2 SCHEDULED ITEMS**

**PSLE 8.2.8 Supply and installation of manholes, catchpits and the like:**

*REPLACE THE CONTENTS OF THE ITEM WITH THE FOLLOWING:*

"Separate items are listed for manholes and catchpits etc. with reference to depths (increments of 1,0 m) and type. The rate shall cover the cost of any excavation in all material (including disposal of surplus) and backfilling with suitable material in accordance with PSLE 5.8 (including importation of material if required) additional to what is measured under the relevant pipe trench item (refer to SABS 1200 DB 8.2.2 and 8.2.3). The rate shall further cover the cost for building the manholes and catchpits complete as shown on the relevant drawings.

The depth category of manholes and catchpits shall be measured as the difference between the cover level and the deepest invert level."

Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**PART C4  
“ANNEXURE B”  
CONDITIONS OF  
CONTRACT**

**Client**

**Witness 1**

**Witness 2**

**Contractor**

**Witness 1**

**Witness 2**





**“ANNEXURE B “**

**REFERENCES TO THE SCOPE OF WORKS IN  
TERMS OF THE OCCUPATIONAL HEALTH AND  
SAFETY ACT AND REGULATIONS : HEALTH  
AND SAFETY SPECIFICATIONS**

**Client**

**Witness 1**

**Witness 2**

**Contractor**

**Witness 1**

**Witness 2**



## “ANNEXURE B”

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**HEALTH AND SAFETY SPECIFICATIONS**

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## **“ANNEXURE B”**

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Contractor

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**“ANNEXURE B”**  
**REFERENCES TO THE SCOPE OF WORKS IN TERMS OF THE**  
**OCCUPATIONAL HEALTH AND SAFETY ACT AND REGULATIONS:**  
**HEALTH AND SAFETY SPECIFICATIONS**

**30. SCOPE**

31. This specification covers the health and safety aspects required of, and that shall be implemented during the construction and/or demolition work and/or plant installation specified in the Project Specification and standard specifications, shown on the drawings and/or scheduled in the Schedule of Quantities. It covers temporary and permanent work.

32.

This Specification does not replace, take precedence over nor detract from the Occupational Health and Safety act or its Construction regulations 2003. Nothing in this Specification shall relieve the Contractor of any obligations or responsibilities with regard to health and safety conditions and practices on site.

**33. INTERPRETATIONS**

33.1 Supporting documents

Where this Specification is required for a project, the following specifications and/or documents shall, inter alia, form part of the Contract Document :

- a) Project Specification;
- b) SANS 1200 A, AA, AD, AH or SPEC T/AT as applicable;
- c) Occupational Health and Safety act (Act No. 85 of 1993);
- d) Construction Regulations, 2003.

and, in addition to the above, one or more of the following specifications may be required:

- e) SANS 1200 D;
- f) SANS 1200 DM;
- g) SANS 1200 DB.

Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



### 33.2 Application

This Specification contains clauses that are generally applicable to demolition, construction and plant installation contracts and may contain clauses related to work not applicable to the particular Contract. Interpretations and variations of this Specification are set out in Portion 2 of the Project Specification.

### 33.3 Definition

Is the Contract (as defined in clause 1.(1)(e) of the Conditions of Contract) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires :

- (a) "Assistant Construction Supervisor" means a competent person appointed in accordance with regulation 6.(2) of the Construction Regulations, 2003, in writing by the Contractor, with written notification to the Engineer.
- (b) "Batch Plant Supervisor" means a competent person appointed in accordance with regulation 18.(1) of the Construction Regulations, 2003 in writing by the Contractor, with written notification to the Engineer.
- (c) "Construction Health and Safety Officer" means a competent person appointed in accordance with regulation 6.(6) of the Construction Regulations, 2003, in writing by the Contractor, with written notification to the Engineer.
- (d) "Construction Supervisor" means a competent person appointed on a full-time basis in accordance with regulation 6.(1) of the Construction Regulations, 2003, in writing by the Contractor, with written notification to the Engineer.
- (e) "Construction Vehicles & Mobile Plant Inspector" means a competent person appointed in accordance with regulation 21.(1)(j) of the Construction Regulations, 2003, in writing by the Contractor, with written notification to the Engineer.
- (f) "Contractor" means the natural or juristic person or partnership whose tender has been accepted by or on behalf of the Employer and, who is defined as the Principal Contractor in the Construction Regulations, 2003.

Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



- (g) "Demolition Work Supervisor" means a competent person appointed in accordance with regulation 12(1) of the Construction Regulations, 2003, in writing by the Contractor with written notification to the Engineer.
- (h) "Employer's Designer" means the natural or juristic person or partnership named in the Appendix to Tender or any other natural or juristic person or partnership appointed from time to time by the Employer for the design of the portion of the Permanent Works which the Employer is responsible to design in terms of this Contract.
- (i) "Contractor's Designer" means the natural or juristic person or partnership named in the Appendix to Tender or any other natural or juristic person or partnership appointed from time to time by the Employer for the design of the portion of the Permanent Works which the Employer is responsible to design in terms of this Contract, and for the design of the Temporary Works.
- (j) "Electrical Temporary Installation Inspector" means a competent person appointed in accordance with regulation 22.(d) of the Construction Regulations, 2003, in writing by the Contractor, with written notification to the Engineer.
- (k) "Employer" means the natural or juristic person or partnership for whom the Works are to be executed, who is named as the Employer in the Conditions of Contract and who is known as the "Client", in the Occupational Health and Safety Act No 85 of 1993 and its regulations.
- (l) "Engineer" means the natural or juristic person or partnership named as the Engineer in the Conditions of Contract and appointed by the Employer to act as the Engineer in terms of this Contract.
- (m) "Engineer's Representative" means the person appointed by the Engineer in terms of Clause 2 of the Conditions of Contract.
- (n) "Excavation Work Supervisor" means a competent person appointed in accordance with regulation 11. (1) of the Construction Regulations, 2003, in writing by the Contractor, with written notification to the Engineer.
- (o) "Explosive Powered Tools Issuer" means a competent person appointed in accordance with regulation 19.(2)(g)(i) of the Construction Regulations, 2003, in writing by the Contractor, with written notification to the Engineer.

Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2





- (p) "Fall Protection Developer" means a competent person appointed in accordance with regulation 8.(1)(a) of the Construction Regulations, 2003, in writing by the Contractor, with written notification to the Engineer.
- (q) "Fire Extinguisher Developer" means a competent person appointed in accordance with regulation 27.(h) of the Construction Regulations, 2003, in writing by the Contractor, with written notification
- (r) "Formwork and Support Work Supervisor" means a competent person appointed in accordance with regulation 15.(1) of the Construction Regulations, 2003, in writing by the Contractor, with written notification to the Engineer.
- (s) "Hazard" means any object, action or condition that can potentially harm the health and safety of persons or property.
- (t) "Hazard identification" means the identification and documenting of existing or expected hazards.
- (u) "Health and Safety Consultant" means the natural or juristic person or partnership appointed by the Contractor to assist in any matters related to health and safety on the construction site.
- (v) "Health and Safety Plan" means a documented plan, prepared by the Contractor, of work procedures to mitigate, reduce or control hazards identified.
- (w) "Health and Safety Specifications" means a documented specification of all health and safety requirements and criteria to mitigate, reduce or control hazards identified.
- (x) "Health and Safety Representative", means the person/s designated in accordance with section 17 of the Occupational Health and Safety Act.
- (y) "Ladder Inspector" means a competent person appointed in accordance with regulation 13 of the General Safety Regulations, in writing by the Contractor, with written notification to the Engineer.
- (z) "Material Hoist Inspector" means a competent person appointed in accordance with regulation 17.(8)(a) of the Construction Regulations, 2003 in writing by the Contractor with written notification to the Engineer.

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**Witness 1**

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**Contractor**

**Witness 1**

**Witness 2**



- (aa) "Method Statement" means a document detailing the key activities to mitigate, reduce or control hazards identified.
- (bb) "Professional Engineer" means any person employed from time to time by either the Employer or Contractor who holds registration as either a Professional Engineer or Professional Certificated Engineer under the Engineering Profession Act, 2000 (Act No. 46 of 2000).
- (cc) "Professional technologist" means any person employed from time to time by either the Employer or Contractor who holds registration as a Professional Technologist under the Engineering Profession Act, 2000 (Act No. 46 of 2000).
- (dd) "Risk" means the likely occurrence and impact of a hazard.
- ee) "Risk Assessment" means a programme carried out to identify and evaluate the likely occurrence and impact of all hazards.
- (ff) "Risk Assessor" means a competent person appointed in accordance with regulation 7.(1) of the Construction Regulations, 2003, in writing by the Contractor, with written notification to the Engineer.
- (gg) "Safety Agent" means a competent natural or juristic person or partnership named in the Appendix to tender or any other person appointed from time to time by the Employer and notified in writing to the Contractor to act on behalf of the Employer for the purpose of this specification.
- (hh) "Scaffolding Supervisor" means a competent person appointed in accordance with regulation 14.(2) of the Construction Regulations, 2003 in writing by the Contractor, with written notification to the Engineer.
- (ii) "Stacking Supervisor" means a competent person appointed in accordance with regulation 26.(a) of the Construction Regulations, 2003, in writing by the Contractor, with written notification to the Engineer.
- (jj) "Subcontractor" means the natural or juristic person or partnership who is appointed by the Contractor with prior consent of the Engineer to execute certain tasks associated with the Works and who is also an employer as defined in section 1 of the Occupational Health and Safety Act.

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Witness 1

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Witness 2



- (kk) "Suspended Platforms Supervisor" means a competent person appointed in accordance with regulation 15.(1) of the Construction Regulations, 2003, in writing by the Contractor, with written notification to the Engineer.

### 33.4 Duties, responsibilities and liabilities

#### 33.4.1 Principal Parties

This section covers the duties, responsibilities and liabilities of the following principal parties :

- Employer
- Employer's Safety Agent
- Contractor
- Subcontractor
- Employer's Designer
- Contractor's Designer

The duties and responsibilities of the various principal parties are briefly summarized below (the numbers indicated correspond to the applicable regulation number in the Construction Regulations, 2003). The intention of the summary is not to replace the Regulations, but is included for indicative purposes. The liabilities of each party are also shown :

#### a) Employer

In addition to the duties, responsibilities and liabilities specified in the Conditions of Contract, the Employer shall have the following duties and responsibilities to ensure compliance with the Construction Regulations, 2003.

- 4.(1)(a) Prepare health and safety specifications for the Works
- 4.(1)(a) Provide copies of the specifications to Tenderers or to the appointed Contractor.
- 4.(1)(b) Provide any information to the Contractor that may affect the health and safety of his employees.
- 4.(1)(c) Appoint the Contractor in writing for the Works.
- 4.(1)(d) Take reasonable steps to ensure that the Contractor's Health and Safety Plan is

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- implemented and maintained on the Works (which shall include monthly audits).
- 4.(1)(e) Stop the Contractor from executing work, not in accordance with, his Health and Safety Plan or which poses a threat to the health and safety of persons.
- 4.(1)(f) Ensure that sufficient health and safety information and appropriate resources are made available to the Contractor when changes are brought about to the design.
- 4.(1)(g) Ensure that the Contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to the commencement of the Works.
- 4.(1)(h) Ensure that Tenderers have made provision in their tenders for the cost of health and safety measures during the construction of the Works.
- 4.(2) Discuss and negotiate the contents of the Contractor's Health and Safety Plan.
- 4.(2) Approve the Contractor's Health and Safety Plan for implementation.
- 4.(3) On request, make available copies of the Contractor's Health and Safety Plan to his employees, his Subcontractors and inspectors.
- 4.(4) Satisfy himself on the competencies and resources of the Contractor he intends appointing.
- 4.(6) Satisfy himself on the competencies and resources of his Safety Agent should he decide to appoint one.

In terms of Clause 4.6 of the Contract Data, the Contractor accepts sole liability as mandatory for due compliance with the Occupational Health and safety Act, 1993 and all its regulations including the Construction Regulations, 2003. The Employer will only be responsible for the duties imposed on the Employer in terms of the Construction Regulations, 2003 as listed above.

**b) Employer's Safety Agent**

Where the Employer decides to appoint an agent in accordance with regulation 4.(5) of the Construction Regulations, 2003, the duties and responsibilities as imposed by these regulations upon the Employer shall as far as reasonably practicable apply to this Safety Agent.

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c) Contractor

In addition to the duties, responsibilities and liabilities specified in the Conditions of Contract, the Contractor shall have the following duties and responsibilities to ensure compliance with the Construction Regulations, 2003 :

- 3.(1)(a) Notify the provincial director in writing of the commencement of the construction works.
- 3.(3) Ensure that a copy of the notification letter is kept on site for inspection on request as well as proof of its receipt by the Department of Labour.
- 5.(1) Demonstrate a Health and Safety Plan, based on the Employer's health and safety specifications.
- 5.(1) Apply the Health and Safety Plan from the Commencement Date until completion of the Works.
- 5.(2) Ensure co-operation between all contractors to enable each to comply with the provisions of Construction Regulations.
- 5.(3)(a) Provide any Tenderer or Subcontractor with copies of the Employer's health and safety specifications.
- 5.(3)(b) Appoint Subcontractors in writing.
- 5.(3)(c) Ensure that each Subcontractor's Health and Safety Management Plan is implemented and maintained on their portion of the Works.
- 5.(3)(d) Stop any Subcontractor from executing Works, not in accordance with, the Contractor's Health and Safety Plan or which poses a threat to the health and safety of persons.
- 5.(3)(e) Ensure that sufficient health and safety information and appropriate resources are made available where applicable, to the Subcontractors when changes are brought about to the design of the Works.
- 5.(3)(f) Ensure that his Subcontractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to the commencement of the Works.
- 5.(3)(g) Ensure that his Tenderers have made provision in their tenders for the cost of health and safety measure, during the construction of the Works in line with the requirements of the Employers Health and Safety Specification and consistent with the Contractors Health and Safety Management Plan.

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- 5.(5) Discuss and negotiate the contents of his Subcontractor's Health and Safety Plan, to ensure compliance with the Employer's Health and Safety Specifications and consistent with the Contractors Health and Safety Management Plan.
- 5.(5) Approve his Subcontractor's Health and Safety Plan for implementation and to keep records of all such approvals on site for auditing purposes.
- 5.(6) On request, make available a copy of his and his Subcontractor's Health and Safety Plan to an employee, inspector, contractor, the Employer or the Employer's Safety Agent.
- 5.(7) Open and maintain a record management system regarding health and safety for the Contractors own and Subcontractor's Health and Safety Documentation on the construction site.
- 5.(7) Upon request, make available his health and safety record management system to an "inspector", Employer, the Employer's Safety Agent or the Contractor
- 5.(8) Deliver the health and safety record management system to the Employer upon completion of the Works.
- 5.(9) Ensure that a comprehensive and updated list of all his Subcontractors (including their respective subcontracting agreements) are included in the health and safety record management system.
- 5.(10) Satisfy himself on the competencies and resources of the Subcontractor he intends appointing.
- 6.(1) Appoint a construction supervisor.
- 6.(3) Appoint assistant construction supervisors if required by an inspector.
- 5) Appoint individual construction supervisors for individual construction sites.
- 6.(6) The Contractor shall after due consideration of the complexity, size and potential hazards and associated risks as well as controls towards the mitigation of risks, appoint a safety officer in writing. The contractor shall submit a detailed CV of the envisaged Safety Officer appointment for final acceptance thereof by the Employer or his Safety/Agent.
- 6.(7) Provide opportunities to the construction safety officer to provide inputs into the Health and Safety Plan.

**Client**

**Witness 1**

**Witness 2**

**Contractor**

**Witness 1**

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**PANEL APPOINTMENT: APPOINTMENT OF CONTRACTORS FOR THE  
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- 6.(8) Satisfy himself with the competencies and resources of the construction safety officer he intends appointing.
- 7.(1) Perform a risk assessment prior to the commencement of any construction work.
- 7.(2) On request, make available copies of the his/her risk assessment.
- 7.(3) Consult with the health and safety committee on the development, monitoring and review of the risk assessment.
- 7.(4) Ensure that all employees are informed, instructed and trained regarding any hazard and the related work procedures before any work commences. The contractor shall ensure that proof of such is available on site for auditing purposes.
- 7.(5) Ensure that all Subcontractors are informed regarding any hazard as stipulated in the risk assessment. Further that Subcontractors conduct their own risk assessments as and when required.
- 7.(6) Analyze ergonomic related hazards and address the same in the risk assessment.
- 7.(7) Ensure that all employees undergo health and safety induction prior to permitting each employee access to the Works. The Contractor shall ensure that proof of such is available on site for auditing purposes.
- 7.(8) Ensure that all visitors undergo health and safety induction and are provided with the necessary personal protective equipment. The Contractor shall ensure that proof of such is available on site for auditing purposes.
- 7.(9) Ensure that every employee is in possession and carries at all times his proof of health and safety induction training.
- 9.(1)(a) Prevent the uncontrolled collapse of any structure which may become unstable due to carrying out of construction work.
- 9.(1)(b) Ensure that no structure is loaded in an unsafe manner.
- 9.(3) Ensure that all construction drawings are on site and available on request by an inspector, contractors, Employer, the Employer's Safety/Agent or employee.

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Witness 1

Witness 2

Contractor

Witness 1

Witness 2





In terms of Clause 4.6 of the Contract Data, it shall be deemed that the parties to this Contract have agreed in writing in terms of Section 37(2) of the Occupational Health and Safety Act, 1993 that the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 and all its regulations, including the Constructions Regulations, 2003, for which he is liable as mandatory.

d) Subcontractor

To ensure compliance with the Construction Regulations, the Subcontractor shall :

- 5.(4) Demonstrate a Health and Safety Plan, based on the Employer's health and safety specification.
- 5.(4) Apply his Health and Safety Plan from the Commencement Date and until completion of Works.
- 5.(12) Satisfy himself on the competencies and resources of any Subcontractor he intends appointing.
- 5.(14) Provide the Contractor with any information which might affect the health and safety of any person or which might justify a review o the Health and Safety Plan.

In addition to the above items, the Subcontractor shall, to ensure compliance with the Construction Regulations, comply with regulations 5.7, 6.(1), 6.(3), 6.(6), 6.(7), 6.(8), 7.(1), 7.(2), 7.(3), 7.(4), 7.(6), 7.(7), 7.(8), 7.(9), 9.(1)(a), 9.(1)(b) and 9.(3), summarized in Section 2.4.1 (c) above.

e) Designer (Employer's Designer or Contractor's Designer)

To ensure compliance with the Construction Regulations, 2003, the Designer (as defined in the Construction Regulations, 2003) shall :

- 9.(2) Make available to the Employer all relevant information affecting the pricing of the Works.
- 9.(b) Inform the Contractor of any hazards relating to the Works.
- 9.2(b) Make available all information required for the safe execution of the Works
- 9.2(c) Ensure that information relating to geo-sciences, designs loads, and the methods and sequencing of construction

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Witness 2

Contractor

Witness 1

Witness 2





processes are made available to the Contractor in a report.

- 9.2(d) Not include dangerous procedures or hazardous materials in the structure's design which could be avoided.
- 9.2(e) Make provision in the design of the Works for hazards likely to be encountered during its subsequent maintenance.
- 9.2(f) Carry out inspections of the construction work during the construction period to ensure compliance with the designs.
- 9.2(f) Keep records of the inspections carried out on the construction site.
- 9.2(g) Stop any contractor from executing works not in accordance with the designs.
- 9.2(h) Conduct a final inspection of the completed Works prior to its commissioning.
- 9.2(h) Issue a completion certificate to the Contractor subsequent to a successful final inspection.
- 9.2(i) Ensure that cognizance is taken of ergonomic design principles in order to minimize related hazards.

The Employer's Designer shall only accept responsibility to comply with the Construction Regulations, 2003 for that portion of the Permanent Works which the Employer is responsible to design in terms of the Contract.

The Contractor's Designer shall accept sole responsibility and liability to comply with the Construction Regulations, 2003 for that portion of the Permanent Works for which the Contractor is responsible to design in terms of the Contract as well as the design of the Temporary Works

#### 33.4.2 Principal Parties

This section covers the duties, responsibilities and liabilities of the following secondary parties :

- Construction Health and Safety Officer
- Contractor's Employees
- Fall Protection Developer
- Health and Safety Consultant
- Health and Safety Representative
- Risk Assessor

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Witness 1

Witness 2

Contractor

Witness 1

Witness 2



### Construction Health and Safety Officer

The Construction Health and Safety Officer will act as Health and Safety advisor to the site management staff, ensuring the integrity of the Safety management System and Plan and its implementation. The Construction Health and Safety Officer can therefore never take over the line management responsibilities for safe work practices.

The Contractor is responsible for the development of the position outcomes descriptors for the Construction Health and Safety Officer. This documentation shall be available on site for auditing purposes.

The Construction Health and Safety Officer shall if given an opportunity, provide an input into the Contractor's Health and Safety Plan.

a) Contractor's Employees

All employees will be responsible for safety on the construction site and the work place as prescribed in section 14 of the Occupational Health and Safety act, 1993 and briefly summarized as follows :

- Take reasonable care for the health and safety of himself and of other persons who may be affected by his acts.
- Co-operate with his employer with regards to health and safety to ensure that his employer complies with requirements imposed on him.
- Obey the health and safety rules and procedures laid down by his employer.
- Report any unsafe or unhealthy situation to his employer or to the health and safety representative for his workplace.
- Immediately report any incident in which he was involved which has caused an injury to himself or others, and
- Assist in inquiries and incident investigations.

No employee shall intentionally or recklessly interfere with, damage or misuse anything which is in the interest of health and safety.

b) Fall Protection Developer

The Fall Protection Developer will be responsible for the preparation and maintenance of a fall protection plan to be implemented by the Contractor, in such a manner to ensure compliance with regulation 8 of the Construction Regulations, 2003.

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c) Health and Safety Consultant

The Health and Safety Consultant shall assist the Contractor in any health and safety matters on the Works for which he is appointed.

d) Health and Safety Representative

The Health and Safety Representative shall fulfil the duties as set out in section 18 of the Occupational Health and Safety Act, (Act 85 of 1993). A health and safety representative shall incur any civil liability by reason of the fact only that he failed to do anything which he may do or is required to do in terms of the Act.

e) Risk Assessor

The Risk Assessor shall facilitate the risk assessment process of the Contractor or Subcontractor. The Risk Assessor shall be responsible for the compilation and implementation of a management plan towards the continuous mitigation of identified risks to as low as is reasonable practicable.

**33.4.3 Supervisors, Inspectors and Issuers**

This section covers the duties, responsibilities and liabilities of the following Supervisors, Inspectors and Issuers likely to be found on the Works:

a) Batch Plant Supervisor

The Batch Plant Supervisor shall be required to ensure compliance with regulation 18 of the Construction Regulations, 2003. In addition, he shall fulfil the following duties and responsibilities:

- Manage the day to day operation of a batch plant,
- Be responsible for the maintenance of the batch plant,
- Be able to identify developing defects and hazardous situations,
- Act as Occupational Health and Safety Representative at the batch plant, and
- Take responsibility for the safety of the personnel at the batch Plant.

The Batch Plant Supervisor will have the authority to stop operation of the plant should any hazardous situation require it.

b) Construction Supervisor

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The Construction Supervisor shall be responsible for supervising the construction work inclusive of the implementation and maintenance of safe work practices.

c) Construction Vehicle & Mobile Plant Inspector

The Construction Vehicle & Mobile Plant Inspector will ensure the safety of all construction vehicles and plant in such a manner to ensure compliance with regulation 21 of the Construction Regulations, 2003. The inspector will also be responsible for the regular inspection of all vehicles and plant and the recording of his findings. The Contractor shall ensure that proof of such is available on site for auditing purposes.

d) Demolition Work Supervisor

The Demolition Work Supervisor will supervise and control all demolition work on the Works in such a manner to ensure compliance with regulation 12 of the Construction Regulations, 2003. The supervisor will be responsible for all administration related to the demolition works. The Contractor shall ensure that proof of such is available on site for auditing purposes.

e) Electrical Temporary Installation Inspector

The Electrical Temporary Installation Inspector will control all temporary electrical installations on the Works to ensure compliance with regulation 22 of the Construction Regulations, 2003, the Electrical Installations Regulations, 1992 and SANS 0142. The Contractor shall ensure that proof of such is available on site for auditing purposes.

f) Excavation Work Supervisor

The Excavation Work Supervisor will supervise all excavation work on the Works in such a manner to ensure compliance with regulation 11 of the Construction Regulations, 2003 and shall in particular ensure that every excavation is inspected:

- On a daily basis before each shift,
- After every blasting operation,
- After an unexpected fall of ground,
- After substantial damage to supports, and
- After rains.

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The Contractor shall ensure that proof of such is available on site for auditing purposes.

g) Explosive Power Tools Issuer

The Explosive Power Tools issuer will control the issuing and collection of explosive tools, cartridges and nails or studs to ensure compliance with regulation 19 of the Construction Regulations, 2003. The Contractor shall ensure that proof of such is available on site for auditing purposes.

h) Fire Extinguisher Inspector

The Fire Extinguisher Inspector will be responsible for the operation and inspection of all firefighting equipment on the Works to ensure compliance with regulation 27 of the Construction Regulations, 2003. The Contractor shall ensure that proof of such is available on site for auditing purposes.

i) Formwork and Support Work Supervisor

The Formwork and Support Work Supervisor will supervise all formwork and support work operations and will see to it that framework and support work erectors, operators and inspectors are competent to carry out their work Works to ensure compliance with regulation 10 of the Construction Regulation, 2003. The Contractor shall ensure that proof of such is available on site for auditing purposes.

**34. GENERAL REQUIREMENTS OF HEALTH AND SAFETY PLAN**

**34.1 General**

It will be expected from the Contractor to include his safety plan method statements on how to accomplish the requirements relating the Construction Regulations, 2003 and elated incorporated standards and regulations.

Contractors should describe how their safety management systems will work and what control procedures they plan on using to ensure safety on the construction site.

The following generic aspects should be covered in their safety plan

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- What administrative procedures the Contractor envisages to use in the implementation and maintenance of the safety plan with reference to the construction site.
- How continuous assessment of the safety plan will be assessed and implemented with respect to construction site
- What control systems the Contractor envisages to implement on site to support his safety program
- How the Contractor will ensure that he adheres to the construction regulations in respect of competent persons for appointments
- What external resources the contractor envisages on using to ensure successful implementation and sustainability of the safety plan
- What training to employees the Contractor envisages and how he would go about to execute it
- The Contractor should indicate which competent persons he plans on employing

During the tendering phase it will be expected from the tenderer to briefly explain how the abovementioned will be accomplished.

Once a successful tenderer has been appointed, the Contractor shall supply a detailed Health and Safety Plan for review by the Employer, prior to site mobilization, to ensure compliance with the Construction Regulations, 2003. Mobilization shall be dependent upon the acceptance of the Contractor's Health and Safety Management Plan by the Employer. The Contractor's Health and Safety Plan should include, but not be limited to, those sections indicated in Section 3.2 of this specification.

#### 34.2 Outline of Health and Safety Plan

The Contractor's Health and Safety Plan prepared in accordance with this specification shall consist of at least the following sections and sub-sections:

1. Aim and Scope of Plan,
2. Risk Assessment,
  - a. Alternative Forms of Risk Assessment,
  - b. Methodology of Risk Assessment,
  - c. Elements of Risk Assessment,
    - i. Scope of assessment,
    - ii. Risks Identified,
    - iii. Risk Analysis,
    - iv. Risk Evaluation,
    - v. Risk Treatment,
    - vi. Monitoring and reviewing,
3. Resources,
  - a. Health and Safety Staffing Organogram,

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Witness 2



- b. Supervisors, Inspectors and Issuers,
  - c. Employees,
  - d. Subcontractors inclusive of their scope of work and their core resources,
  - e. Training,
  - f. Plant,
  - g. Vehicles,
  - h. Equipment
4. Materials,
  - a. Temporary Materials
  - b. Permanent Materials
5. Categories of Work,
6. Implementation of Health and Safety Plan,
  - a. Administrative systems,
  - b. Training,
  - c. Reporting,
  - d. Monitoring,
  - e. Inspections
  - a) Auditing,
  - f. Internal audits,
  - g. Follow-up audits,
7. Financial Aspects,
8. Emergency procedures and response

### **35. RISK ASSESSMENT**

#### **35.1 General**

This section of the specification provides guidelines for the Contractor in preparation of risk assessments in order to ensure compliance with Regulation 7 of the Construction Regulations, 2003. This section highlights the principles related to the preparation of suitable and sufficient risk assessments. Contractor Staff intending to prepare risk assessments should be trained and suitably experienced in the application envisaged.

A suitable and sufficient risk assessment is an assessment which:

- Accounts for risks that are likely to arise during the construction of the Works,

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- Enables the development and implementation systems to manage the risks,
- Remains valid for a reasonable period of time,
- Provides a basis for training of employees, and
- Improves working procedures and introduce long term controls.

The requirements of the Construction Regulations will not be satisfied by a single risk assessment exercise that holds good for all time. The risk assessment process on the Works is an ongoing process.

The objectives of risk assessments are to:

- Identify the risks that are mostly in need of reduction,
- Identify the various options for achieving such reduction,
- Identify the risks that require careful ongoing management, and
- Identify the nature of the required ongoing attention.

### 35.2 Forms of Risk Assessment

In order to ensure compliance with the Construction Regulations, the Contractor will be required to carry out the following three forms of risk assessment:

#### 35.2.1 Baseline or datum risk assessments

The Contractor will be required to carry out a risk assessment before the commencement of construction activities on the Works. This "baseline" or "datum" risk assessments will form part of the Contractor's Health and Safety Plan. The risks and hazards to which persons, plant, vehicles and facilities may be exposed during the construction of the Works should be identified and evaluated. Measures to reduce or control these risks or hazards should be defined during this assessment. The effectiveness of the measures defined and the baseline risk assessment prepared shall be monitored and reviewed from time to time to ensure that it remains relevant and accurate.

#### 35.2.2 Issue based risk assessments

The Contractor will be required to carry out separate risk assessments during construction of the Works when methods and procedures are varied, for example when:

- Designs are amended,

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- New machines are introduced,
- Plant is periodically cleaned and maintained,
- Plant is started-up or shut-down,
- Systems of work change or operations alter,
- Incidents or near-misses occur, or
- Technological developments invalidate prior risk assessments.

### 35.2.3 Continuous risk assessments

The Occupational Health and Safety Act specifically requires that employers shall provide and maintain working environments that are safe and without risk to health. The general awareness of hazards needs to be raised as work ethic to maintain a safe and risk free environment on an ongoing basis. This is achieved by continuous risk assessments, the most important form of risk assessment that takes place as an integral part of day-to-day management. Examples of continuous risk assessments include:

- Regular audits,
- Maintaining general hazard awareness,
- Pre-work risk assessment

### 35.3 Methodology for the preparation of Risk Assessments

The Contractor shall in the preparation of his risk assessments, follow the following general principles:

- Employ a team of suitably qualified individuals with appropriately varied and relevant experience in risk assessment,
- The appointed risk assessor shall lead the risk assessment,
- Provide the team with background data, scope of work, potential hazards and underlying causes, and
- Where necessary employ experts for complex risk assessments and aspects of risk assessments that require experiential judgment,
- Institute an ongoing system of identifying aspects of the work that require risk assessment, and
- Conduct risk assessments in workshops of the team or by individual members of the team under guidance of the leader as appropriate to the situations.

### 35.4 Elements of a Risk Assessment

#### 35.4.1 General

The process of carrying out a risk assessment consists of a number of well-defined steps. These steps improve decisions-making by providing a

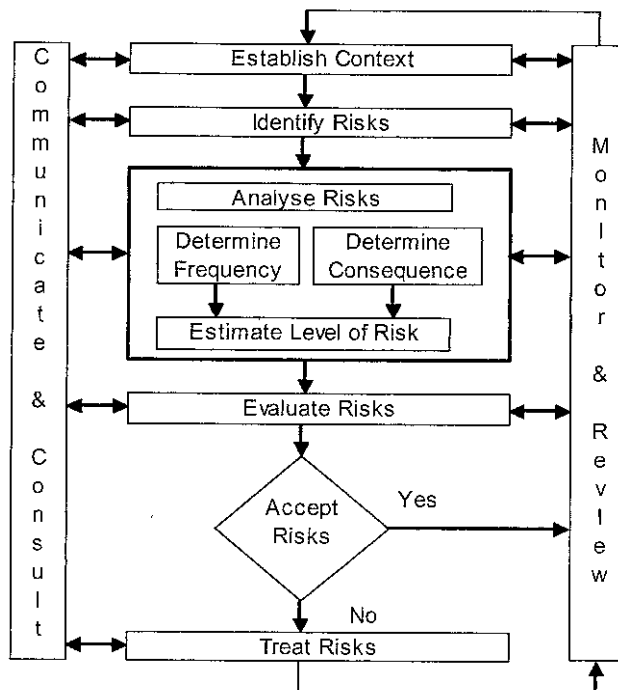
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Client	Witness 1	Witness 2	Contractor	Witness 1	Witness 2



greater understanding of the risks and their impacts. The main steps or elements of the risk assessment process are as follows:

- 1) Consider scope and nature of risks involved, determine purpose and physical and legal bounds of assessment and define risk evaluating criteria,
- 2) Systematically identify risks,
- 3) Analyze risks with regard to causes, likelihood of occurrence and possible consequences against the background of existing controls and its effectiveness,
- 4) Evaluate risks in terms of pre-established criteria to determine need and priority for attention,
- 5) Treat risks through a process of risk elimination, substitution, controlling risk at source, risk mitigation such as training and as far as risk remains, provide personal protective equipment (PPE),
- 6) Monitor and review progress and performance in terms of management system, and
- 7) Communicate and consult.

The following sections 4.4.2 to 4.4.7 deal with items (2) to (7) above. These items form the continuing process of the risk assessment as indicated in Figure 1, below.



**Figure 1 : Risk Management Process**

Client	Witness 1	Witness 2	Contractor	Witness 1	Witness 2



The Contractor shall ensure that the risk assessment compiled as part of his Health and Safety Plan contains at least these items.

#### 35.4.2 Risk Identification

The Contractor should regard this step of the risk assessment as the most important. Subsequent analysis and evaluation of risks and the development of risk control measures are wasted if the risks or hazards on the Works are not carefully identified.

The Contractor should bear the following principles in mind when identifying the risks:

- i. Systematically address all risks or hazards on the Works,
- ii. Review all aspects of the work, but consider only those that have a potential to cause harm,
- iii. Rank the risks identified in order of importance and then use appropriately advanced techniques to deal with major risks,
- iv. Deal mainly with major risks and don't obscure these with unimportant information, especially minor risks,
- v. Address what actually happens in the workplace during the work activity
- vi. Consider all persons that may be affected
- vii Highlight those groups and individuals who may particularly be at risk, and
- viii Review the adequacy and effectiveness of existing safety controls and measures.

#### 35.4.3 Risk Analysis

In this step, the Contractor will be required to analyze the risks identified by determining each risks frequency and magnitude or severity of the consequence of the risk or hazard.

The frequency of occurrence of a hazard may be expressed as the number of times that it may occur in a year, decade, lifetime, century, or longer period, according to comparative human experience. The magnitude of the likely consequence of a hazard may be expressed in term of the degree of incapacitation, number of people or the costs involved. The frequency of occurrence of a hazard and the magnitude of its consequence may be compounded as the risk that it poses as shown in the "risk matrix" in Figure 2 below.

Frequency Occurrence Hazard	of of	Severity of Consequences of Potential Hazard				
		1 Medically treatable injury	1 Compensable injuries	10 Compensable injuries	1 Permanently disabling injury	1 Fatality 10 Fatalities

**Client**

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**PANEL APPOINTMENT: APPOINTMENT OF CONTRACTORS FOR THE  
CONSTRUCTION OF RURAL WATER SUPPLY FOR A PERIOD OF 36  
MONTHS  
BID No: 01/2025-26**



Frequent; 1 or more occurrences per year	Medium	High	Very high	Severe	Severe	Severe
Several times during a career; 0.1 occurrences per year	Medium-low	Medium	High	Very high	Severe	Severe
Unlikely but possible during a career; 0.01 occurrences per year	Low	Medium-low	Medium	High	Very high	Severe
Very unlikely during a career; 0.001 occurrences per year	Low	Low	Medium-low	Medium	High	Very high
Barely credible; 0.0001 occurrences per year	Low	Low	Low	Medium-low	Medium	High

**Figure 2 : Compounded Risk Matrix**

The columns in the table represent the likely consequence of the hazard and the rows, the frequency of occurrence. The scales for both quantities represent consistent progressions, able they qualitative. The risks evidently range from low to severe. Note that the diagonals in the matrix represent the risks of the identified hazards, taking the effectiveness of controls into consideration. The table represents a typical risk matrix that need not necessarily be adopted by the Contractor. The Contractor may use an alternative risk matrix provided that it is approved as part of his Health and Safety Plan.

Client

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Contractor

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### Risk Evaluation

In this step the Contractor will be required to compare the assessed risk with similar risks previously experienced for the purpose of deciding how to treat the risk. A useful systematic approach for this purpose is as follows:

- If the assessed risk exceeds similar risks that have occurred in the past and that are considered to be unacceptable, the assessed risk would require treatment depending upon its magnitude as discussed in Section 4.4.5, or
- If the assessed risk exceeds similar historical risks that are acceptable, treatment of the assessed risk will depend on the extent by which it exceeds the historical risks, or
- If the assessed risk exceeds similar historical risks that are acceptable, treatment of the assessed risk will depend on the extent by which it is less than the historical risks, or
- If the assessed risk is less than the historical risks that are acceptable, the assessed risk would also be acceptable and would not require any treatment.

### 35.4.4 Risk Treatment

In this step, the Contractor will select and implement appropriate measures for dealing with risk. Typically measures comprise the following:

- Eliminating by changing designs, procedures, management methods, etc, applicable to high frequency-high consequence risks, or
- Reduction by changing designs, procedures, management methods, etc, applicable to high frequency-high consequence risks, or
- Minimization by changing designs, procedures, management methods, etc, applicable to high frequency-high consequence risks, or
- Transfer or share whole or part of the risk to another party by insurance, contractual arrangements or organizational structures, applicable to low frequency-high consequence risks, or
- Control to ensure that risks do not increase, applicable to low frequency-high consequence risks, or
- Retention together with provisions of monitoring and personal protective equipment, applicable to low frequency-low consequence residual risks after reduction, or
- Acceptance without particular action other than provisions of personal protective equipment, applicable to low frequency-low consequence risks. The following principles enable the optimum treatment to be determined:

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- Avoid risks altogether if possible by using approaches, substances or methods of work,
- Combat risks at source rather than by adopting secondary measures,
- Adapt work to the individual rather than the individual to the work, that is, in the design consider the people and their attributes that will operate the system,
- Take advantage of technological and technical progress,
- Risk prevention measures must be part of a coherent policy and approach to safety management that involves performance measurement, goal setting, feedback and analysis,
- Give preference to measures that protect the whole work force,
- Ensure that those for whom protection is provided understand what they need to do to make sure that the protection works, and
- Ensure that measures to control risks are an accepted part of an active health and safety culture supported by all levels of the organization; single risk reduction initiatives invariably fail.

#### 35.4.5 Reporting and Recording

The Contractor shall ensure that the risk assessment process is recorded in the form of a report and included in his Health and Safety Plan. The report should be easily accessible to the Contractor's employees, their representatives, to inspectors, the Employer or his Safety Agent and the Engineer. The essential contents of this report should be as follows:

- Objectives and expected outcomes,
- Description of the Works under assessment,
- Summary of context of study
- Composition of risk assessment team, (including qualifications and relevant experience),
- Approach used to systematically identify risks,
- Identified risks (ranked in order of priority),
- Method adopted for assessing frequencies and consequences or risks,
- Consequences (ranked in order of magnitude),
- Identification of individuals and groups who may be affected by major hazards and risks and who may especially be at risk,
- Basis for defining safety standard to be achieved,
- Contractor's resources devoted to unacceptable high risks,
- Actions proposed to reduce unacceptable high risks,
- Review effectiveness of existing safety measures to control risks, and
- Implementation program of selected treatments (including controls to manage unacceptable high risks)

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#### 35.4.6 Monitoring and Review

It is necessary to monitor risks, the effectiveness of the risk treatment plan and the strategies and management system set up to control implementation. Control of the risk management program entails the setting of standards, monitoring actual performance, comparing the performance with the standards and correction any deviations from the standard. Risks and the effectiveness of the control measures need to be monitored to ensure changing circumstances do not alter risk priorities. Few risks remain static.

Ongoing review is essential to ensure that the management plan remains relevant. Factors that affect the likelihood and consequences of an outcome may change, as may factors that affect the suitability or cost of the various treatment options. If an accident occurs, or if more is learnt about the hazards in the workplace, the risk assessment may need to be reviewed or modified. Hazards may not be observed that have not been anticipated or previously identified and which may require appropriate measures to be taken. After an accident has occurred, it is important to determine whether it was predicted, whether preventive measures were identified, and if so, why they did not work, whether the risk assessment is still suitable and sufficient if it failed to predict the accident, whether to the decision to accept a predicted risk as tolerable is still valid, why the accident occurred and what should be done to prevent similar accidents occurring again. It is therefore necessary to regularly repeat the risk management cycle, the time between reviews being dependent on the nature of the risks and the degree of change likely to take place in the work activity. Review is an integral part of the risk management treatment plan.

#### 35.4.7 Communication and Consultation

The Contractor will be required to communicate and consult with internal and external stakeholders during each step of the risk assessment process. Stakeholders will include the Employer and his Safety Agent, the Engineer and the Contractor's employees and consultants.

Effective communication will ensure that responsible for implementing the risk management process and those with a vested interest, understand the basis on which decisions are made and why particular actions are taken. It will also ensure that the perceptions of all those involved are noted and accommodated during the process.

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### 36 **RESOURCES**

#### 35.5 General

In this section of his Health and Safety Plan, the Contractor will be required to state how he intends to comply with the requirements of the Occupational Health And Safety Act, 1993 and all its Regulations and related incorporated standards with regards to the resources and facilities intended for use on the temporary and permanent Works.

#### 35.6 Employees

##### 35.6.1 Inspectors, supervisors and Issuers

The Contractor shall provide in his Health and Safety Plan his intended Staffing organogram for the Works. The organogram should include those inspectors, supervisors and issuers as envisaged in the Construction Regulations, 2003 required for the Works and any additional supervisory staff members as the Contractor (having taken the scope of the Works into account) considers necessary.

Copies of the supervisory staffs' curriculum vitae or portfolio of evidence and their appointment letters should be appended to the Contractor's Health and Safety Plan.

The Contractor's Health and Safety Plan should in addition cover at least the following aspects:

- The number of unskilled, semi-skilled and skilled (including Foreman, Charge hands, Artisans, Operators, Drivers, Clerks, Storeman and Team Leaders) employees he intends employing on the Works,
- The health and safety training to be provided to the Contractor's employees,
- The programme of the health and safety training,
- Systems for the review of the effectiveness of the training provided, and
- Systems to determine further training requirements throughout the construction period.

In preparing his Health and Safety Plan, the Contractor shall ensure compliance with Clause PS 22 in Section 4.2 of the Project Specifications.

Pro-forma letters of appointment for the various inspectors, supervisors and issuers as contemplated in the Construction Regulations, 2003 are included in Annexure 1 to this specification for use by the Contractor. The Contractor shall ensure that he includes in his Health and Safety Plan the

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appointment letters for all his inspectors, supervisors and issuers appointed for the Works

**Subcontractors**

The Contractor shall with reference to the use of subcontractors on the Works and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- The steps intended to ensure that his Subcontractors prepare, implement and maintain Health and Safety Plans,
- How health and safety information will be made available to his Subcontractors when changes are brought about to the design;
- How he intends determining that his Subcontractors are registered and in good standing with the compensation fund or with a licensed compensation insurer prior to the commencement of the Works,
- How he intends determining if his Subcontractors have made provision in their tenders for the cost of health and safety measures during the construction of the Works,
- How he intends satisfying himself on the competencies and recourses of Subcontractors he intends appointing, and
- How he intends ensuring that his Subcontractors perform risk assessments prior to commencing their respective portions of the Works.

**35.6.2 Competencies**

The Contractor shall establish if a person is competent to perform a certain duty or be appointed in a certain capacity by requesting all candidates to supply the required certificates of competency. Where certificates of competencies cannot be delivered, the Contractor shall request a portfolio of evidence from the respective candidates.

Contractors should do enquiries at the South African Qualifications Authority (SAQUA) relating to the qualifications required for appointment of competent persons.

**35.6.3 Physical and Psychological Fitness**

Were required by the Occupational Health & Safety Act its regulations the contractor shall ensure that his employees are in possession of a valid medical certificate of fitness to work in such an environment.

In terms of the Construction Regulations 2003 medical certificates of fitness are required for persons working at elevated positions (Regulation 8(2)(b)), persons working on suspended platforms (Regulation 15(12)a)

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tower crane operators (Regulation 20(g)) and construction vehicle and mobile plant operators (Regulation

21(1)(d)(ii)).

### 35.7 Plant, Vehicles and Equipment

#### 35.7.1 Suspended platform

The Contractor shall with reference to Regulation 15: Suspended platforms of the Construction Regulation, 2003, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- How he intends complying with SABS 1808 and SABS 1903,
- What systems he intends using to ensure the safety of all suspended platforms,
- What tests will be performed to establish the safety of suspended platforms,
- How he intends maintaining suspended platforms being uses, and
- How he will document the design, testing, maintenance and inspections of the suspended platforms.

#### 35.7.2 Boatswains chairs

The Contractor shall with reference to Regulation 16: Boatswains chairs of the Construction Regulation, 2003, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- Explain what systems he intends using to ensure the safety of all boatswains chairs,
- Explain how he intends maintaining boatswains chairs in use,
- What tests will be performed to establish the safety of boatswains chairs, and
- How he will document the design, testing maintenance and inspections of the boatswains chairs.

#### 35.7.3 Material hoists

The Contractor shall with reference to Regulation 17: Materials Hoist of the Construction Regulation, 2003, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- How he intends confirming the construction stability of the material hoists

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- What systems he intends using to ensure the safety of all material hoists,
- What tests will be performed to establish the safety of all material hoists
- How he intends maintaining the material hoists being used, and
- How he will document the design, testing, maintenance and inspections of all material hoists and
- What safety procedures and precautions are envisaged to ensure safe operation of the material hoists.

#### 35.7.4 Batch Plants

The Contractor shall with reference to Regulation 18: Batch plants of the Construction Regulation, 2003, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- What systems he intends using to ensure the safety of all batch plants,
- How he intends maintaining the batch plants being used, and
- How he will document the design, testing, maintenance and inspections of batch plants in use.

#### 35.7.5 Explosive powered tools

The Contractor shall with reference to Regulation 19: Explosive powered tools of the Construction Regulation, 2003, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- How he intends controlling the issuing of explosive powered tools,
- How he intends implementing safety procedures prior to use of explosive powered tools, and
- What safety measures will be required during the use of explosive powered tools.

#### 35.7.6 Cranes

The section of this specification shall be read in conjunction with the provisions of the Driven Machinery Regulation 1988.

The Contractor shall with reference to Regulation 20: Crane of the Construction Regulation, 2003, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- How will environmental factors be taken into account in respect to the use of cranes
- What systems he intends using to ensure the safety of all cranes in use,

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- How he intends maintaining the cranes in use,
- What safety procedures and precautions are envisaged to ensure the safe operation of all cranes in use,
- How he will document the design, testing, maintenance and inspections of all cranes in use, and
- The Contractor shall proof compliance of the Driven Machinery Regulation, 1988, with reference to the lifting machinery and tackle being used.
- 
- Construction vehicles and mobile plant

The Contractor shall with reference to Regulation 21: Construction vehicles and mobile plant of the Construction Regulation, 2003, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- How he intends ensuring that the construction vehicle and mobile plant are:
  - i. Of acceptable design and construction,
  - ii. Maintained and in good working order,
  - iii. Used according to design specifications, and
  - iv. Are protected from falling into excavations, water or areas lower than the working surfaces.
- How he insure workers are trained, authorized and physically fit to operate construction vehicles and mobile plant,
- What traffic arrangements and safety precautions will be implemented to ensure safe operation of construction vehicles and mobile plant on the Works, and
- How he intends safeguarding employees against construction vehicles and mobile plant moving on the construction site.

### **36. MATERIALS**

#### **36.1 Hazardous substances**

##### **36.1.1 General**

The following commonly used construction materials and substances potentially pose health and safety hazards:

- Substances in pressurized containers,
- Certain cleaning substances,
- Bitumen and tar products,
- Epoxies,
- Petroleum and petroleum products,
- Cement,
- Lime and other stabilizing agents,
- Timber preservatives,

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- Paints,
- Asbestos products.

Particular materials and substances to be used are specified in the Specifications and/or shown on the Drawings and others may be identified in the Project Specification.

Notwithstanding any requirements regarding specific materials, the Contractor shall take appropriate measures to manage the risks associated with the use of the applicable of the above materials, those listed in the Project Specification and all other hazardous materials required to complete the Works. He shall obtain Material Data Safety Sheets from the supplier of any hazardous substance and take particular notice of, and adhere to any precautionary instructions provided by the manufacturer or supplier regarding the storage, transport, handling, use and disposal of its materials and substances.

The Material Data Safety Sheets shall be available on site.

#### 36.1.2 Method statements

The Contractor shall submit with his health and safety plan, method statements detailing the storage, transport, handling, use and disposal of each hazardous substance to be used or brought on to site, including copies of the Material Data Safety Sheets referred to in E 3.1.1 above.

The methods set out in these statements shall be implemented on site.

Such method statements shall be available on site.

#### 36.2 Storage, stacking and use

##### 36.2.1 General

In addition to Sub clause 4.2 of SANS 1200 A and/or Sub clause 3.8 SPEC T/TA, as applicable, a competent person shall be appointed in writing with the duty of supervising all storage and stacking operations. (See also section 26 of the Construction Regulations).

Hazardous chemical substance, as defined in the Regulations for Hazardous Chemical Substances, used during construction shall be stored in secondary containers.

Flammable liquids shall be stored, used, and /or applied in a manner that would not cause a fire or explosion hazard. The Contractor shall ensure that in the vicinity of such materials:

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no person smokes,  
there is no open flame, and  
there is nothing that could cause an open spark. (See also section 23 of  
the Construction Regulations).

The area in which materials that give off hazardous fumes are stored  
and/or used shall be effectively ventilated and every employee involved  
shall be provided with a suitable respirator, mask or breathing apparatus.

#### Explosives

Explosives shall be transported, stored and handled in accordance with  
the Explosives Regulations. (See also Sub clause 5.1.1.3 of SANS 1200 D, if  
applicable).

#### 36.2.2 Fuels and oils

The Contractor shall demarcate bulk fuel storage and refueling areas  
and provide adequate security and control.

#### 36.3 Signs

The Contractor shall display warning signs, in English, Afrikaans and Xhosa and  
any other relevant language used by the workforce, indicating the presence of  
any hazardous substance and at all storage areas

### **37. PLANT**

#### 37.1 General obligations

In addition to Subclasses 4.1 of SANS 1200 and 4.3 of SANS 1200 D and/or  
Subclasses 4.1 of SPEC T/AT, as applicable, all construction plant, tools and  
systems shall be in a safe working condition and shall be adequately maintained.

Plant shall be operated with due regard for the safety of those in it proximity.

All operators shall be physically and psychologically fit to operate their  
respective vehicles, mobile plant and cranes and to operate in their respective  
environments. They shall be in possession of a medical certificate of fitness.

#### 37.2 Protective clothing and equipment

Where appropriate, employees and visitors shall be provided free with the  
necessary and recommended protective clothing and equipment.

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Construction vehicles and mobile plant(see also section 21 of the Construction Regulations)

Construction vehicles and mobile plant shall be equipped with an electrically operated acoustic signaling device and a reversing alarm.

A competent person shall be appointed to inspect, on a daily basis, prior to use, construction vehicles and mobile plant and shall record the findings of such inspections in a register.

The Contractor shall ensure that :

- a) no person rides on any construction vehicle or mobile plant other than in a safe place provided thereon for the purpose;
- b) operators and drivers follow demarcated routes and contain their operations within demarcated operating areas.

**37.3 Formwork and support work**  
(also see section 10 of the Construction Regulations)

A competent person shall be appointed in writing to the duty of supervising all formwork and support work operations. All formwork and support work structures shall be adequately designed, erected, supported, braced and maintained so as to support the loads they are to carry.

Formwork and support work equipment shall be examined and checked before use by the aforesaid competent person.

**37.4 Scaffolding**  
(also see section 14 of the Construction Regulations)

A competent person shall be appointed in writing to supervise all scaffolding operations.

All scaffold erectors, team leaders and inspectors shall be competent to carry out their respective tasks and work.

**37.5 Radioactive sources**

The use, care and storage of radioactive materials such as in nucleonic density testing machines shall conform to the requirements of the Hazardous Substances Act No. 15 of 1973 and its regulations. Such devices, except while being actively used by the operator, shall be safely secured.

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**37.6 Other items of plant**

Plant not specifically referred to above shall be inspected, operated and maintained in a manner that assures the health and safety of all persons on the site. In particular, the requirements of the Construction Regulations shall be complied with in regards to :

- a) Boatswain's chairs : section 16
- b) Material hoists : section 17
- c) Batch plants : section 18
- d) Explosive powered tools : section 19
- e) Cranes : section 20

**38. CONSTRUCTION**

**38.1 Description of the Works**

The Works and, if necessary, the temporary work required to construct the Works are described in the Project Specification and/or shown on the Drawings.

**38.2 Existing conditions**

The conditions existing on site are described in the Project Specification and/or shown on the Drawings.

**38.3 Design information**

Design information provided for safety planning purposes, such as design loads for structures, foundation conditions etc., is provided on the Drawings or in the Project Specification.

**38.4 General obligations**

In addition to Sub clause 5.7 of SANS 1200 A and/or Subclasses 3.2 and 5.5.1 of SPEC T/AT, as applicable. Safety Act (Act No. 85 of 1993) (OHS Act) and in particular with its Construction Regulations, 2003.

All the work included in this Contract shall, for the purpose of complying with the OHS Act and the Construction Regulations, be deemed to be "construction work".

In complying with the OHS Act and its Construction Regulations, the Contractor shall consider all aspects of the Works, necessary temporary work, such as traffic accommodation, and conditions existing on site, such as utility services, ground

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**Witness 2**





and foundation conditions, surrounding land use, pedestrian and vehicular traffic and anticipated weather conditions, and take into account the construction methods and materials to be used. The Contractor shall take full responsibility for the prevention of unhealthy or unsafe working conditions and practices and for the promotion of a healthy and safe site and healthy and safe working practices on site.

The Contractor shall be responsible for the health and safety aspects of his subcontractors and shall have the responsibilities and carry out the duties towards his subcontractors that the Employer has towards the Contractor.

With a few exceptions, the Standard Specifications and the Project Specifications are "end result specifications" and not "method specifications". As the methods of construction to be used are generally determined by the Contractor, detailed safety requirements applicable to all the operations to be carried out on Site are not provided in these documents. The Contractor shall apply all relevant safety regulations and requirements to the work methods he chooses and materials to be used.

The failure or refusal of the Contractor to comply with safety requirements or to take the necessary precautions for the health and safety of its employees and other son site as required by statutory authorities or as ordered by the Engineer, shall be sufficient cause for the reduction of payment of the relevant scheduled item and/or the suspension of payments under this Contract and/or for the Engineer to order a temporary halt of work within the affected areas until the specified or ordered requirement have been complied with to the satisfaction of the Engineer. No extension of time will be granted and any costs associated by the Engineer shall be to the Contractor's expense.

#### 38.5 Risk assessment

Before the commencement of any construction work and where necessary during construction work, the Contractor shall cause a risk assessment to be performed by a competent person appointed in writing. This risk assessment shall at least :

- a) identify, analyze and evaluate the risks and hazards to which persons may be exposed;
- b) include a plan of safe working procedures;
- c) include a plan for monitoring and review of the implementation of such working hazards identified and observed during construction; and
- d) determine the need and frequently, if any, of instruction and training of employees during construction.

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As far as reasonably practicable, ergonomic-related hazards shall be addressed in the risk assessment.

The Contractor's risk assessment shall be readily accessible to all persons on the Site at all times.

#### Health and safety plan

Without limiting his obligations and liabilities in terms of the Construction Regulations, 2003 of the OHS Act, the Contractor, in his health and safety plan to be submitted in terms of the Special Conditions of Contract, shall inter alia deal with the safety provisions he will set up in respect of the aspects specified below.

After performing the risk assessment, the Contractor shall prepare the health and safety plan for approval by the Employer. The health and safety plan shall include, but not be limited to, the following :

- The health and safety management structure including the names of all designated persons such as the Site Agent, the Construction (Health and) Safety Officer and all other specifically appointed persons, listing their knowledge, training experience and qualifications in the work for which they are appointed.
- Health and safety method statements and procedures to be adopted to mitigate, reduce or control the risks and hazards that have been identified in the risk assessment and in the Project Specification and to ensure compliance with the OHS Act. Aspects to be dealt with shall include, if applicable :
  - Control of the movement of construction vehicles;
  - The storage, transport, stacking use and disposal of materials (in particular explosives, flammable liquids and materials that give off hazardous fumes);
  - The use of tools, vehicles and plant;
  - Public vehicular and pedestrian traffic accommodation measures;
  - Security, access control and the exclusion of unauthorized persons;
  - Temporary support structures;
  - Dealing with working at height, including fall protection;
  - Excavation work including potential collapse and slipping of excavated faces;
  - Demolition work;
  - Workshop activities, manufacture and maintenance work.

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➤ The formation and operation of a health and safety committee on site;

- Medical fitness assessment of drivers and operators;
- Medical facilities and arrangements on site;
- Fire and emergency procedures;
- Commissioning and testing procedures;
- Induction and training of persons on and visiting the site;
- The provision and use of temporary services;
- Compliance with way leaves, permissions and permits;
- Safety equipment, devices and clothing to be employed;
- General housekeeping, site organization and layouts to enhance safety;
- Other specific aspects of work such as electrical installations and machinery, tunneling, structures and working in water environments;
- Emergency procedures (including fire precautions);
- Procedures for reporting incidents, including standard forms for this purpose;
- Provision of welfare facilities;
- The programme and format of inspections;
- Arrangements for monitoring, control and auditing to ensure compliance with the health and safety plan;
- Procedures for addressing non-compliance and remedial measures;
- A periodic review of the health and safety plan.

The Contractor shall discuss the health and safety plan with the Employer or his/her appointed Agent with respect to health and safety matters or the Engineer and amend it as necessary in order to achieve approval.

The approved health and safety plan shall be implemented and maintained on the site for the duration of construction, and shall be readily accessible to all persons at all times.

### 38.6 Site establishment and management

#### 38.6.1 Construction Safety Officer and other appointments

The Contractor shall appoint a competent employee in writing as his full-time Construction (Health and) Safety Officer to assist in the control of all safety related aspects on the site. Where practicable, the Construction (Health and) Safety Officer shall give input into the health and safety plan. Any such input shall be recorded in the health and safety file. The Construction (Health and) Safety Officer shall carry out regular and random checks of all parts of the site where work is taking place.

The contractor shall appoint such other competent persons to specific roles as required elsewhere in this Specification and/or the Construction Regulations. Safety of the general public

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The Contractor shall be responsible for the safe and easy passage of public traffic past and/or over sections of roads and the site of which he has occupation. The Contractor shall take the necessary care at all times in all his operations and use of his equipment to protect the public and to facilitate the flow of pedestrian and vehicular traffic

**38.6.2 Barricading etc.**

Openings and edges where there is a risk of person falling through or off shall be adequately guarded, fenced or barricaded. (See also Sub clause 5.1.1.1 of SANS 1200 D, if applicable).

Excavations where the safety of persons may be endangered shall be adequately barricaded or fenced and shall be illuminated at night.

**38.6.3 Signage**

Routes followed by site vehicles and plant and operating areas shall be adequately signposted and demarcated.

Notices shall be conspicuously placed at all openings and edges where there is a risk of a person falling through or off same.

Warning signs shall be placed alongside exposed excavations and in which persons are working.

**38.6.4 Access to the site**

The Contractor shall ensure that access to the site is controlled and that all visitors to the site undergo health and safety induction pertaining to the hazards prevalent on the site and are provided with the necessary protective clothing and equipment.

**38.6.5 Way leaves, permissions and permits**

The Contractor shall abide by the health and safety conditions imposed by any way leaves, permissions or permits.

**38.6.6 Reporting of infringements, improvements and incidents**

The Contractor shall establish a procedure for the reporting of health and safety infringements and suggested improvements to the Construction (Health and) Safety Officer who shall record all such infringements and suggested improvements.

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Witness 2

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All incidents shall be reported strictly in accordance with the requirements of section 24 of the OHS Act and the General Conditions of Contract.

#### 38.6.7 Works committee

The Contractor shall establish a health and safety works committee on site. The committee shall comprise :

- a) Construction (Health and) Safety Officer;
- b) Representatives of the contractor's supervisory staff;
- c) Representatives of the various categories of the Contractor's workforce elected by the workforce.

A member of the Engineer's staff, nominated by the Engineer shall be notified of meetings and shall be free to attend.

The Contractor shall ensure that no loss of pay or benefits apply to any employee elected to the committee.

The functions of the health and safety works committee shall be to, *inter alia*:

- a) review, consider and report on any health and safety aspect onsite, including health and safety procedures and method statements with the purpose of monitoring their effectiveness or shortcomings and to recommend changes where considered necessary;
- b) carry out regular inspections, review results and make recommendations where necessary;
- c) investigate unsafe practices.

The committee shall meet at regular intervals not exceeding one month. Minutes of the meetings shall be kept by the Contractor and copied to the Engineer within 10 days of each meeting.

#### 38.6.8 Outbreak of illness

In the event of any outbreak of illness of a highly contagious or epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the relevant authorities.

#### 38.6.9 First aid

<div style="border: 1px solid black; width: 100px; height: 30px; margin-bottom: 5px;"></div> <div style="text-align: center;">Client</div>	<div style="border: 1px solid black; width: 100px; height: 30px; margin-bottom: 5px;"></div> <div style="text-align: center;">Witness 1</div>	<div style="border: 1px solid black; width: 100px; height: 30px; margin-bottom: 5px;"></div> <div style="text-align: center;">Witness 2</div>	<div style="border: 1px solid black; width: 100px; height: 30px; margin-bottom: 5px;"></div> <div style="text-align: center;">Contractor</div>	<div style="border: 1px solid black; width: 100px; height: 30px; margin-bottom: 5px;"></div> <div style="text-align: center;">Witness 1</div>	<div style="border: 1px solid black; width: 100px; height: 30px; margin-bottom: 5px;"></div> <div style="text-align: center;">Witness 2</div>
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The Contractor shall ensure that the necessary first aid facilities and emergency evacuation equipment is available on Site whenever persons are working on site.

Each foreman or work crew member shall be trained in first aid and shall possess a valid certificate to the effect issued by the Red Cross Society of SA, St Johns Ambulance or equivalent, within 3 months of their appointment.

#### 38.6.10 Lighting and power circuits

All lighting and power circuits shall be fitted with earth leakage systems. Such systems shall be tested monthly and any circuit where the earth leakage system is malfunctioning shall be re paired immediately or removed and replaced with a satisfactory unit.

#### 38.6.11 Lighting protection equipment

In areas where lightning is considered a hazard, the Contractor shall take precautions by the use of lightning protection equipment and earthing mats, all of which shall be properly designed and installed. Metalwork and conductors shall be properly earthed.  
No charging or blasting shall take place if lightning is forecast as being imminent. All charged areas shall be evacuated.

#### 38.7 Training

All employees shall be trained in the tasks they are to perform and in use of the tools they are required to use.

All operators shall be trained in the use and operation of the plant they are required to operate.

Before any work commences and thereafter at such times as may be determined in the risk assessment, the Contractor shall ensure that all his employees on site are informed, instructed and trained by a competent person regarding the risks an hazards identified in the risk assessment and their related and other work procedures.

Every employee shall carry proof of his or her health and safety induction training.

Employees required to erect, move or dismantle formwork and support works hall have been adequately trained.

Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**38.8 Notification of construction work**

Before carrying out any work the Contractor shall issue any applicable notification in terms of section 3(1) of the Construction Regulations, i.e. :

- Working at a height of greater than 3m,
- Use of explosives,
- Excavating deeper than 1m,
- For contracts longer than 30 days or involving more than 300 person days.

**38.9 Health and safety documentation**

The Contractor shall provide and maintain on site a health and safety file. The health and safety shall be made available upon request. The health and safety file shall contain a copy of :

- The completed notification form, if applicable, in terms of 5.9 above,
- The risk assessment in terms of 5.5 above,
- The approved health and safety plan prepared in terms of 5.6 above (including that of any subcontractors),
- A record of all drawings, designs and materials used etc.

On completion of construction the file shall be handed over to the Employer.

Where applicable, the Contractor shall maintain on site :

- A record of any input to the health and safety plan by the Construction (Health and ) Safety Officer,
- A comprehensive and updated list of all subcontractors on site including a copy of their agreements and the type of work being done,
- A register of the issuing and receipt of unspent and spent cartridges,
- A register of inspection of construction vehicles and mobile plant,
- A register of excavation and shoring inspections,
- Records, of fitness for and training of employees working at elevated positions,
- A register of formwork and support work inspections,
- Findings of daily inspections of construction vehicles and mobile plant,
- A register of inspections of all temporary electrical installations and machinery,
- Minutes of health and safety committee meetings.

**38.10 Specific aspects of construction**

Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2





Where applicable, the aspects in the following clauses shall be specifically addressed.

**38.10.1 Fall protection**

(see also section 8 of the Construction Regulations)

For work where there is a fall risk, the Contractor shall :

- a) Designate a competent person responsible for the preparation of a fall protection plan as part of the health and safety plan,
- b) Employ on work at elevated positions only those who have been evaluated and shown to be physically and psychologically fit for such work,
- c) Erect suitable fall prevention and, if necessary, fall arrest equipment.

**38.10.2 Structures**

(see also section 9 of the Construction Regulations)

The Contractor shall take all reasonably practical steps to prevent the uncontrolled collapse of any new and existing structure, or part thereof, that may be temporarily weak or unstable due to construction work being carried out.

No structure shall be loaded in a manner that would render it unsafe.

**38.10.3 Excavation work**

(see also section 11 of the Construction Regulations)

Without limiting his responsibility for the safety of his workers in any excavation, the Contractor shall ensure the safety of his workers in trenches and excavations deeper than 1m in terms of the provisions of the OHS Act. The Contractor may choose to batter excavations to a safe slope if sufficient space is available, or adequately shore the excavations.

A competent person shall be appointed in writing to supervise the carrying out of all excavation work.

Before excavation work begins, the Contractor shall evaluate as far as is reasonably practicable, the stability of the ground.

The Contractor shall not permit or require any person to work in an excavation that has not been adequately shored or braced of the sides of which are not sloped to at least the maximum angle of response.

**Client**

**Witness 1**

**Witness 2**

**Contractor**

**Witness 1**

**Witness 2**





Should the Contractor consider that an excavation is in stable material and consequently no shoring is required for that excavation, he shall provide the Engineer, in terms of Sub-regulation 11(3)(b)(ii)(a) a written statement to that effect signed by the competent person appointed in terms of Sub-regulation 11(1).

Where the stability of an adjoining building, structure or road is likely to be affected by an excavation, the Contractor shall ensure that steps are taken to ensure the safety of the building, structure or road.

Every excavation, including all shoring and bracing, shall be inspected by the above competent person :

- a) Daily, prior to each shift,
- b) After every blasting operation,
- c) After an unexpected fall of ground,
- d) After substantial damage to supports, and
- e) After rain.

The results of such inspections shall be recorded in a register.

A person who is competent in the use of explosives for excavation work, shall be appointed to develop a method statement in accordance with the applicable explosives legislation.

#### 38.10.4 Demolition work

(see also section 12 of the Construction Regulations)

A competent person shall be appointed in writing to supervise and control all demolition work.

Prior to any demolition work being carried out a detailed structural engineering survey of the structure to be demolished shall be carried out and the method of demolition shall be ascertained there from.

#### 38.10.5 Tunneling

(see section 13 of the Construction Regulations)

#### 38.10.6 Suspended platforms

(see section 15 of the Construction Regulations)

#### 38.10.7 Electrical installations and machinery

(see section 22 of the Construction Regulations)

A competent person shall be appointed to and shall inspect and control all temporary electrical installations and machinery.

Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



38.10.8 Water environments  
(see section 24 of the Construction Regulations)

Where construction work is carried out close to or over water, provision shall be made for preventing employees from falling into the water and for rescuing employees in danger of drowning. Employees shall be provided with and shall wear lifejackets.

38.10.9 Housekeeping  
(see section 25 of the Construction Regulations)

1.1.1 Fire precautions  
(see section 27 of the Construction Regulations)

Suitable and sufficient fire-extinguishing equipment shall be placed at strategic locations.

A competent person shall be appointed to and shall inspect at regular intervals, the fire extinguishing equipment.

A sufficient number of employees shall be trained in the use of the fire extinguishing equipment.

Where appropriate signs shall indicate fire escape routes.

1.1.2 Welfare provisions  
(see section 28 of the Construction Regulations)

1.1.3 Small diameter shafts and test pits

Work in small diameter shafts and test pits shall comply with the Code of Practice : The Safety of Persons Working in Small Diameter Shafts and Test Pits for Civil Engineering Purposes, available from the South African Institution of Civil Engineers of the South African Association of Engineering Geologists.

1.2 Audits by the Employer

The Contractor shall permit the Employer to regularly audit, at any agreed interval, the implementation and maintenance of the approved health and safety plan and shall co-operate and provide all the required documentation, as may be required, in this regard.

Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



As a result of such audits Employer may order improvements to be made to the health and safety plan.

**1.3 Variations**

Should any variations be ordered or design amendments issued the Engineer will inform the Contractor of all the associated potential hazards to ensure that the health and safety aspects of the work ordered are taken into account.

**2. TESTING**

**2.1 Fall protection**

Fall protection equipment shall be tested for adequacy after erection.

**2.2 Boatswain's chair**

Each boatswain's chair shall be performance tested immediately after it has been erected.

**Client**

**Witness 1**

**Witness 2**

**Contractor**

**Witness 1**

**Witness 2**



**ANNEXURE 1**

**HEALTH AND SAFETY SPECIFICATION**

**APPOINTMENT LETTERS**

**Client**

**Witness 1**

**Witness 2**

**Contractor**

**Witness 1**

**Witness 2**

**GA-SEGONYANA LOCAL MUNICIPALITY**

**PANEL APPOINTMENT: APPOINTMENT OF CONTRACTORS FOR THE  
CONSTRUCTION OF RURAL WATER SUPPLY FOR A PERIOD OF 36  
MONTHS  
BID No: 01/2025-26**



I, (Contractor's name) hereby appoint (assistant construction supervisor's name as the assistant supervisor responsible for (site address) to carry out the construction work of (description of construction work and area of responsibility).

In terms of this appointment you are requested to ensure that all construction work performed under your supervision is carried out as follows :

1. By persons suitably trained and competent to do such work;
2. That all persons are aware and understand the hazards attached to the work being carried out;
3. That the required risk assessments are carried out;
4. That precautionary measures are identified and implemented;
5. That discipline is enforced at the construction site at all times;
6. That all identified statutory requirements are met; and
7. That any other interest in terms of health and safety with respect to the responsible area is met.
8. You will accept the duties of the Construction Supervisor in his absence.

You are required to report any deviations of the abovementioned instruction to (construction supervisor's name) and in his absence to the contractor's representative.

This appointment is valid from (date) to the completion of the stipulated construction work.

You shall submit a written weekly report any non-compliance with the construction Regulations, 2003.

\_\_\_\_\_  
Contractor's Representative full name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Kindly confirm your acceptance of this appointment by completing the following :

I, (assistant construction supervisor) understand the implications of the appointment as detailed above and confirm my acceptance.

\_\_\_\_\_  
Assistant construction supervisor's

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client

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

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

\_\_\_\_\_  
Contractor

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

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

**GA-SEGONYANA LOCAL MUNICIPALITY**

**PANEL APPOINTMENT: APPOINTMENT OF CONTRACTORS FOR THE  
CONSTRUCTION OF RURAL WATER SUPPLY FOR A PERIOD OF 36  
MONTHS  
BID No: 01/2025-26**



Company Name  
Company Address  
Company Address  
Code

Attention : (Safety Officer's Name)

**APPOINTMENT OF THE CONSTRUCTION HEALTH AND SAFETY OFFICER IN TERMS OF  
CONSTRUCTION REGULATION 6(6)**

I, (contractor's name) hereby appoint (safety officer's name) as the Construction Health and Safety Officer responsible for (site address) to manage all the health and safety issues as required in terms of the Act by establishing a health and safety program with elected health and safety Representatives.

You shall ensure that all the requirements in terms of the Act and in particular in terms of the Construction Regulations, 2003 are met. You shall also ensure that all appointed sub-contractors comply with the requirements in the Construction Regulations, 2003.

You shall further ensure that all records, registers and required lists are maintained and shall stop construction work upon identifying any non-compliance by any contractor, this includes stopping any work should the competency of the person carrying out such work be questionable.

This appointment is valid from (date) to the completion of the stipulated construction work.

Kindly confirm your acceptance of this appointment by completing the following :

I, (construction health and safety officer's name) understand the implications of the appointment as detailed above and confirm my acceptance.

\_\_\_\_\_  
Construction Health & Safety Officer's  
full name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client

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

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

\_\_\_\_\_  
Contractor

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

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

**GA-SEGONYANA LOCAL MUNICIPALITY**

**PANEL APPOINTMENT: APPOINTMENT OF CONTRACTORS FOR THE  
CONSTRUCTION OF RURAL WATER SUPPLY FOR A PERIOD OF 36  
MONTHS  
BID No: 01/2025-26**



Company Name  
Company Address  
Company Address  
Code

Attention : (Construction Vehicle and Mobile Plant Inspector)

**APPOINTMENT OF THE CONSTRUCTION VEHICLE AND MOBILE PLANT INSPECTOR IN TERMS OF  
CONSTRUCTION REGULATION 21(1)(j)**

I, (contractor's name) hereby appoint (construction vehicles and mobile plant inspector's name) as the construction vehicles and mobile plant inspector responsible for (site address) to inspect on a daily basis all construction vehicles and mobile plant, as per the provided checklist.

You shall ensure that when becoming aware of any health and safety hazards in respect to construction vehicles and mobile plant that these hazards are reported in writing to the Construction Health and Safety Officer and Construction supervisor and the necessary precautionary measures are taken and enforced.

You shall further ensure that the requirements of the Construction Regulations, 2003 are at all times met.

This appointment is valid from (date) to the completion of the stipulated construction work.

\_\_\_\_\_  
Contractor's Representative full name      Signature      Date

Kindly confirm your acceptance of this appointment by completing the following :

I, (construction vehicles and mobile plant inspector's full name) understand the implications of the appointment as detailed above and confirm my acceptance.

\_\_\_\_\_  
Construction vehicles and mobile plant Inspector's full name      Signature      Date

Client	Witness 1	Witness 2	Contractor	Witness 1	Witness 2



Company Name  
Company Address  
Company Address  
Code

Attention : (Sub-Contractor's Name)

**APPOINTMENT OF SUB-CONTRACTOR IN TERMS OF THE CONSTRUCTION REGULATION 5(3)(b)**

I, (contractor's name) hereby appoint (sub-contractor's name) as the sub-contractor responsible for (site address) to carry out the construction work (description of construction work).

You shall ensure that you meet all the requirements in terms of the Act and in particular in terms of the section 37(2) agreement and the Construction Regulations, 2003. You shall also ensure that all contractors appointed by yourself and reporting to you comply with the requirements as stipulated in the Construction Regulations 2003.

You shall also ensure that all the information and specifications to ensure that the construction work is carried out in a safe manner are carried over to all contractors appointed and reporting to you.

You shall further ensure that all records, registers and required lists are maintained and that all persons appointed to carry out tasks as stipulated by these regulations are competent and have the necessary resources to complete their tasks effectively in such a manner that health and safety is not in any manner compromised.

This appointment is valid from (date) to the completion of the stipulated construction work.

You shall submit a written weekly report on all shortfalls that have not been met in terms of these regulations.

\_\_\_\_\_  
Contractor's Representative full name      Signature      Date

Kindly confirm your acceptance of this appointment by completing the following :

I, (sub-contractor's name) understand the implications of the appointment as detailed above and confirm my acceptance.

\_\_\_\_\_  
Sub-Contractor's Representative      Signature      Date  
Full name

Client	Witness 1	Witness 2	Contractor	Witness 1	Witness 2



**GA-SEGONYANA LOCAL MUNICIPALITY**

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

**BID No: 01/2025-26**



**Company Name**

Company Address

Company Address

Code

Attention : (Construction Supervisor's Name)

**APPOINTMENT OF THE CONSTRUCTION SUPERVISOR IN TERMS OF CONSTRUCTION REGULATION 6(1)**

I (contractor's name) hereby appoint (construction supervisor's name) as the Supervisor responsible for (site address) to carry out the construction work of (description of construction work and are of responsibility).

In terms of this appointment you are required to ensure that all construction work performed under your supervision is carried out as follows :

1. By persons suitably trained and competent to do such work.
2. That all statutory appointments have been completed.
3. That, where required, health and safety committees are established and that meetings are accordingly held.
4. That all persons are aware and understand the hazards attached to the work being carried out.
5. That the required risk assessments are carried out.
6. That precautionary measures are identified and implemented.
7. That discipline is enforced at the construction site at all times.
8. That all identified statutory requirements are met; and
9. That any other interests in terms of health and safety with respect to the responsible area is met.
10. You will in writing delegate your duties to the Assistant Construction Supervisor while absent from site.

You are required to report any deviations of the abovementioned instructions to (contractor's name). This appointment is valid from (date) to the completion of the stipulated construction work. You shall submit a written weekly report on all shortfalls that have not been met in terms of these regulations.

\_\_\_\_\_  
Contractor's Representative full name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Kindly confirm your acceptance of this appointment by completing the following :

I, (construction supervisor) understand the implications of the appointment as detailed above and confirm my acceptance.

\_\_\_\_\_  
Sub-Contractor's Representative  
full name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Client**

**Witness 1**

**Witness 2**

**Contractor**

**Witness 1**

**Witness 2**

**GA-SEGONYANA LOCAL MUNICIPALITY**

**PANEL APPOINTMENT: APPOINTMENT OF CONTRACTORS FOR THE  
CONSTRUCTION OF RURAL WATER SUPPLY FOR A PERIOD OF 36  
MONTHS  
BID No: 01/2025-26**



Company Name  
Company Address  
Company Address  
Code

Attention : (Excavation Work Supervisor's name)

**APPOINTMENT OF THE EXCAVATION WORK SUPERVISOR IN TERMS OF CONSTRUCTION  
REGULATION 11(1)**

I, (contractor's name) hereby appoint (excavation work supervisor's name) as the excavation work supervisor responsible for (site address) to supervise and carry out all the necessary inspections in terms of all excavation work as per the provided checklist.

You shall ensure that when becoming aware of any health and safety hazards in respect to excavation work that these hazards are reported in writing to the Construction Health and Safety Officer and Construction supervisor and the necessary precautionary measures are taken and enforced.

You shall further ensure that the requirements of the Construction Regulations are at all time met.

This appointment is valid from (date) to the completion of the stipulated construction work.

\_\_\_\_\_  
Contractor's Representative full name      Signature      Date

Kindly confirm your acceptance of this appointment by completing the following :

I, (excavation work supervisor's full name) understand the implications of the appointment as detailed above and confirm my acceptance.

\_\_\_\_\_  
Excavation Work Supervisor full name      Signature      Date  
+

\_\_\_\_\_  
Client

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

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

\_\_\_\_\_  
Contractor

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

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

**GA-SEGONYANA LOCAL MUNICIPALITY**

**PANEL APPOINTMENT: APPOINTMENT OF CONTRACTORS FOR THE  
CONSTRUCTION OF RURAL WATER SUPPLY FOR A PERIOD OF 36  
MONTHS  
BID No: 01/2025-26**



Company Name  
Company Address  
Company Address  
Code

Attention : (Form work and Support work supervisor's name)

**APPOINTMENT OF THE FORMWORK AND SUPPORT WORK SUPERVISOR IN TERMS OF  
CONSTRUCTION REGULATION 10(a)**

I, (contractor name) hereby appoint (form work and support work supervisor's name) as the formwork and support work supervisor responsible for (site address) to supervise and carry the necessary inspections in terms of all formwork and support work as per the provided checklist.

You shall ensure that when becoming aware of any health and safety hazards in respect to formwork and support work that the necessary precautionary measures are taken and enforced. Hazards are reported in writing to the Construction, Health and Safety Officer and the Construction Supervisor.

You shall further ensure that the requirements of the Construction Regulations are at all times met.

This appointment is valid from (date) to the completion of the stipulated construction work.

\_\_\_\_\_  
Contractor's Representative full name      Signature      Date

Kindly confirm your acceptance of this appointment by completing the following :

I, (formwork and support work supervisor's full name) understand the implications of the appointment as detailed above and confirm my acceptance.

\_\_\_\_\_  
Formwork and Support Work      Signature      Date  
Supervisor's full name

Client	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

**GA-SEGONYANA LOCAL MUNICIPALITY**

**PANEL APPOINTMENT: APPOINTMENT OF CONTRACTORS FOR THE  
CONSTRUCTION OF RURAL WATER SUPPLY FOR A PERIOD OF 36  
MONTHS  
BID No: 01/2025-26**



Company Name  
Company Address  
Company Address  
Code

Attention : (Ladder Inspector's name)

**APPOINTMENT OF THE LADDER INSPECTOR IN TERMS OF CONSTRUCTION REGULATION 13(A)**

I, (contractor's name) hereby appoint (ladder inspector's name) as the ladder inspector responsible for (site address) to manage ladders on site. You should inspect the ladders as per the checklist at least once a week.

You shall ensure that when becoming aware of any health and safety hazards to ladders that these hazards are reported in writing to the Construction Health and Safety Officer and Construction supervisor and the necessary precautionary measures are taken and enforced.

You shall further ensure that the requirements of the Construction Regulations are at all times met.

This appointment is valid from (date) to the completion of the stipulated construction work.

\_\_\_\_\_  
Contractor's Representative full name      Signature      Date

Kindly confirm your acceptance of this appointment by completing the following :

I, (ladder inspector's full name) understand the implications of the appointment as detailed above and confirm my acceptance.

\_\_\_\_\_  
Ladder inspector's full name      Signature      Date

Client	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

**GA-SEGONYANA LOCAL MUNICIPALITY**

**PANEL APPOINTMENT: APPOINTMENT OF CONTRACTORS FOR THE  
CONSTRUCTION OF RURAL WATER SUPPLY FOR A PERIOD OF 36  
MONTHS  
BID No: 01/2025-26**



Company Name  
Company Address  
Company Address

Attention : (Risk Assessor's name)

**APPOINTMENT OF THE CONSTRUCTION SITE RISK ASSESSOR IN TERMS OF CONSTRUCTION  
REGULATION 7(1)**

I, (contractor's name) hereby appoint (risk assessor's name) as the construction site risk assessor responsible for (site address) to carry out risk assessments prior to the commencement of construction work and any other risk assessment that may be required for the duration of the construction work.

You shall ensure that all risks are identified and analyzed and that safe working procedures are drafted and implemented to reduce, mitigate or controls the hazards that were identified.

You will at least use the risk evaluation program with the provided checklists.

This appointment is valid from (date) to the completion of the stipulated construction work.

\_\_\_\_\_  
Contractor's Representative full name      Signature      Date

Kindly confirm your acceptance of this appointment by completing the following :

I, (construction site risk assessor's full name) understand the implications of the appointment as detailed above and confirm my acceptance.

\_\_\_\_\_  
Construction site Risk Assessor's      Signature      Date  
Full name

Client	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

**GA-SEGONYANA LOCAL MUNICIPALITY**

**PANEL APPOINTMENT: APPOINTMENT OF CONTRACTORS FOR THE  
CONSTRUCTION OF RURAL WATER SUPPLY FOR A PERIOD OF 36  
MONTHS  
BID No: 01/2025-26**



Company Name  
Company Address  
Company Address

Attention : (Scaffolding Supervisor's name)

**APPOINTMENT OF THE SCAFFOLDING SUPERVISOR IN TERMS OF CONSTRUCTION REGULATION  
14(2)**

I, (contractor's name) hereby appoint (scaffolding supervisor's name) as the scaffolding supervisor responsible for (site address) to supervise and carry out all the necessary inspections in terms of all scaffolding work. (Whether newly erected, altered or moved as per the provided checklist).

You shall ensure that when becoming aware of any health and safety hazards in respect to scaffolding work that these hazards are reported in writing to the Construction Health and Safety Officer and Construction supervisor and the necessary precautionary measures are taken and enforced.

You shall further ensure that the requirements of the Construction Regulations are at all times met.

This appointment is valid from (date) to the completion of the stipulated construction work.

\_\_\_\_\_  
Contractor's Representative full name      Signature      Date

Kindly confirm your acceptance of this appointment by completing the following :

I, (scaffolding supervisor's full name) understand the implications of the appointment as detailed above and confirm my acceptance.

\_\_\_\_\_  
Scaffolding Supervisor's full name      Signature      Date

Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

**GA-SEGONYANA LOCAL MUNICIPALITY**

**PANEL APPOINTMENT: APPOINTMENT OF CONTRACTORS FOR THE  
CONSTRUCTION OF RURAL WATER SUPPLY FOR A PERIOD OF 36  
MONTHS  
BID No: 01/2025-26**



Company Name  
Company Address  
Company Address

Attention : (Stacking and Storage Supervisor's name)

**APPOINTMENT OF THE STACKING AND STORAGE SUPERVISOR IN TERMS OF CONSTRUCTION  
REGULATION 26(a)**

I, (contractor's name) hereby appoint (stacking and storage supervisor's name) as the stacking and storage supervisor responsible for (site address) to manage all stacking and storage on site.

You shall inspect all new stacking and thereafter as often as needed according to the checklist.

You shall ensure that when becoming aware of any health and safety hazards in respect to stacking and storage that these hazards are reported in writing to the Construction Health and Safety Officer and Construction supervisor and the necessary precautionary measures are taken and enforced.

You shall further ensure that the requirements of the Construction Regulations are at all times met. On identifying any shortfalls of hazards convey such information in writing to the construction supervisor.

This appointment is valid from (date) to the completion of the stipulated construction work.

\_\_\_\_\_  
Contractor's Representative full name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Kindly confirm your acceptance of this appointment by completing the following :

I, (stacking and storage supervisor's full name) understand the implications of the appointment as detailed above and confirm my acceptance.

\_\_\_\_\_  
Stacking and Storage Supervisor's

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client

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

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

\_\_\_\_\_  
Contractor

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

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



**Company Name**  
Company Address  
Company Address

Attention : The Provincial Director  
The Department of Labour  
(Postal Address\*)

**NOTIFICATION OF CONSTRUCTION WORK ON CONTRACT (NUMBER)  
{CONTRACT DESCRIPTION}**

In terms of regulation 3.(1) of the Construction Regulations, 2003 promulgated on 18 May 2003 in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), we hereby notify you of our intention to commence construction works on the abovementioned contract, which :

- Includes the demolition of a structure exceeding a height of 3 meters.
- Includes the use of explosives to perform the construction work.
- Includes the dismantling of fixed plant at a height greater than 3 meters.
- Will exceed 30 days or will involve more than 300 person days of construction.
- Includes excavation work deeper than 1 meter, or
- Includes working at a height greater than 3 meters above ground or a landing.

**1. Parties involved on the Contract**

- 1.1 The Principal Contractor is : (Contractor's Name)  
(Contractor's postal address)  
(Contractor's postal address)  
Attention : (Contractor's contact person and telephone number)
- 1.2 The Client (Employer) is : (Employer's Name)  
(Employer's address)  
Attention : (Employer's contact person and telephone number)
- 1.3 The Client's Safety Agent is : (Safety Agent's Name)  
(Safety Agent's address)  
Attention : (Safety Agent's contact person and telephone number)
- 1.4 The Contractor's Construction Supervisor is : (Contractor's Construction Supervisor's Name and telephone number)

Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2





## **2. Parties involved on the Contract**

- The physical address of the works is : (Physical address of works)  
(Physical address of works)
- 2.2 The nature of the construction works is : (Provide a description of the works)
- 2.3 The expected commencement date of the works is : (Insert expected commencement date)
- 2.4 The expected completion date of the Works is : (Insert expected completion date)
- 2.5 The estimated maximum number of persons on the construction site :
- 2.6 A total of \_\_\_\_\_ contractors will be accountable to the Principal Contractor on the construction site during the execution of the Works. The names of the contractors already chosen are as follows :  
(Provide a list of the Contractor's subcontractors already appointed)

## **3. Other details**

- 3.1 The Principal Contractor's compensation registration number is :

\_\_\_\_\_

- 3.2 In terms of regulation 3.(3) a copy of this notification will be kept on site for inspection.

We trust the above is in order.

Yours faithfully

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\*Postal Address of Provincial Director as indicated in regulation 1 of the General Administrative Regulations, 1996.

\_\_\_\_\_  
Client

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

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

\_\_\_\_\_  
Contractor

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

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



**PART C4**  
**“ANNEXURE C”**  
**LOCALITY PLAN**

**Client**

**Witness 1**

**Witness 2**

**Contractor**

**Witness 1**

**Witness 2**



**PART C4**

**“ANNEXURE D”**

**DRAWING ISSUED  
TO TENDERER**

**Client**

**Witness 1**

**Witness 2**

**Contractor**

**Witness 1**

**Witness 2**



**“ANNEXURE D”**

**DRAWING ISSUED TO TENDERER**

**DRAWING NO.**

**DESCRIPTION**

**TO BE AVAILABLE AT A LATER STAGE**

Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**PART C4**

**“ANNEXURE E”**

**SITE INSPECTION  
CERTIFICATE**

**Client**

**Witness 1**

**Witness 2**

**Contractor**

**Witness 1**

**Witness 2**



**“ANNEXURE E”**

**SITE INSPECTION CERTIFICATE**

This is to certify that I/we \_\_\_\_\_ of

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

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

**SIGNATURE OF TENDERER** : \_\_\_\_\_

**SIGNATURE OF CONSULTING ENGINEER** : \_\_\_\_\_

\_\_\_\_\_  
Client

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

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

\_\_\_\_\_  
Contractor

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

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



## DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state\*.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.

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

3.1 Full Name: .....

3.2 Identity Number: .....

3.3 Company Registration Number: .....

3.4 Tax Reference Number: .....

3.5 VAT Registration Number: .....

3.6 Are you presently in the service of the state\* **YES / NO**

3.6.1 If so, furnish particulars.

.....

.....

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

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

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



3.7.1 If so, furnish particulars.

.....

.....

3.8 Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

**YES / NO**

3.8.1 If so, furnish particulars.

.....

.....

3.9 Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

**YES / NO**

3.9.1 If so, furnish particulars

.....

.....

3.10 Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?

**YES / NO**

3.10.1 If so, furnish particulars.

.....

.....

3.11 Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of the state?

**YES / NO**

3.11.1 If so, furnish particulars.

.....

.....

.....  
.....

**Client**

.....  
.....

**Witness 1**

.....  
.....

**Witness 2**

.....  
.....

**Contractor**

.....  
.....

**Witness 1**

.....  
.....

**Witness 2**





**CERTIFICATION**

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

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



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

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?  (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). <b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		

Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

## GA-SEGONYANA LOCAL MUNICIPALITY

**PANEL APPOINTMENT: APPOINTMENT OF CONTRACTORS FOR THE  
CONSTRUCTION OF RURAL WATER SUPPLY FOR A PERIOD OF 36  
MONTHS**  
**BID No: 01/2025-26**



4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**CERTIFICATION**

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

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

Js367bW

**Client**

**Witness 1**

**Witness 2**

**Contractor**

**Witness 1**

**Witness 2**



### CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid

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

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

Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



MBD 9

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

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

in response to the invitation for the bid made by:

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

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

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

\_\_\_\_\_  
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

\_\_\_\_\_  
Client

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

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

\_\_\_\_\_  
Contractor

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

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



6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

Js9141w 4

Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2





## **C5 RELEVANT DOCUMENTATION**

The following documents forms part of the Contract:

- (i) Preferential Procurement Regulations 2022 (Can be downloaded on National Treasury Website)
- (ii) GA-SEGONYANA LOCAL MUNICIPALITY Supply Chain Management Policy (Can be downloaded from the Municipality website)
- (iii) EPWP Guideline
- (iv) The General Condition of Contract (GCC)

**Client**

**Witness 1**

**Witness 2**

**Contractor**

**Witness 1**

**Witness 2**



# EPWP GUIDELINES

Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**1. Introduction**

- 1.1 This document contains the standard terms and conditions for workers employed in elementary occupations on an Extended Public Works Programme (SPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of an SPWP.
- 1.2 In this document –
- (a) "department" means any department of the State, implementing agent or contractor;
  - (b) "employer" means any department, implementing agency or contractor that hires workers to work in elementary occupations on a SPWP;
  - (c) "worker" means any person working in an elementary occupation on a SPWP;
  - (d) "elementary occupation" means any occupation involving unskilled or semi-skilled work;
  - (e) "management" means any person employed by a department or implementing agency to administer or execute an SPWP;
  - (f) "task" means a fixed quantity of work;
  - (g) "task-based work" means work in which a worker is paid a fixed rate for performing a task;
  - (h) "task-rated worker" means a worker paid on the basis of the number of tasks completed;
  - (i) "time-rated worker" means a worker paid on the basis of the length of time worked.

**2. Terms of Work**

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

**3. Normal Hours of Work**

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

**4. Meal Breaks**

- 4.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- 4.2 An employer and worker may agree on longer meal breaks.
- 4.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another

**Client**

**Witness 1**

**Witness 2**

**Contractor**

**Witness 1**

**Witness 2**



worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.

- 4.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

**5. Special Conditions for Security Guards**

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

**6. Daily Rest Period**

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

**7. Weekly Rest Period**

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

**8. Work on Sundays and Public Holidays**

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

Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**9. Sick Leave**

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

**10. Maternity Leave**

- 10.1 A worker may take up to four consecutive months' unpaid maternity leave.
- 10.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.
- 10.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- 10.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- 10.5 A worker may begin maternity leave –
- (a) four weeks before the expected date of birth; or
  - (b) on an earlier date –

**Client**

**Witness 1**

**Witness 2**

**Contractor**

**Witness 1**

**Witness 2**



- (i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
- (ii) if agreed to between employer and worker; or
- (c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.

10.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.

10.7 A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the SPWP on which she was employed has ended.

## **11. Family responsibility leave**

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

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

## **12. Statement of Conditions**

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

- (a) the employer's name and address and the name of the SPWP;
- (b) the tasks or job that the worker is to perform; and
- (c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
- (d) the worker's rate of pay and how this is to be calculated;
- (e) the training that the worker will receive during the SPWP.

12.2 An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.

12.3 An employer must supply each worker with a copy of these conditions of employment.

**Client**

**Witness 1**

**Witness 2**

**Contractor**

**Witness 1**

**Witness 2**



**13. Keeping Records**

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

**14. Payment**

- 14.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
- 14.2 A task-rated worker will only be paid for tasks that have been completed.
- 14.3 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.
- 14.4 A time-rated worker will be paid at the end of each month.
- 14.5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- 14.6 Payment in cash or by cheque must take place –
- (a) at the workplace or at a place agreed to by the worker;
  - (b) during the worker's working hours or within fifteen minutes of the start or finish of work;
  - (c) in a sealed envelope which becomes the property of the worker.
- 14.7 An employer must give a worker the following information in writing –
- (a) the period for which payment is made;
  - (b) the numbers of tasks completed or hours worked;
  - (c) the worker's earnings;
  - (d) any money deducted from the payment;
  - (e) the actual amount paid to the worker.
- 14.8 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.
- 14.9 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**15. Deductions**

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

**16. Health and Safety**

- 16.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
- 16.2 A worker must –
- (a) work in a way that does not endanger his/her health and safety or that of any other person;
  - (b) obey any health and safety instruction;
  - (c) obey all health and safety rules of the SPWP;
  - (d) use any personal protective equipment or clothing issued by the employer;
  - (e) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

**17. Compensation for Injuries and Diseases**

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

**18. Termination**

- 18.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.

**Client**

**Witness 1**

**Witness 2**

**Contractor**

**Witness 1**

**Witness 2**





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

**19. Certificate of Service**

- 19.1 On termination of employment, a worker is entitled to a certificate stating –
- (a) the worker's full name;
  - (b) the name and address of the employer;
  - (c) the SPWP on which the worker worked;
  - (d) the work performed by the worker;
  - (e) any training received by the worker as part of the SPWP;
  - (f) the period for which the worker worked on the SPWP;
  - (g) any other information agreed on by the employer and worker.

**Client**

**Witness 1**

**Witness 2**

**Contractor**

**Witness 1**

**Witness 2**



# Practical Examples



## Printing on PPE

PPE (Overalls) shall be orange with/without reflective tape and shall be branded as follows:

- EPWP logo (printed or embroidered) on the left front pocket location ie over the heart position. (full colour)
- Implementer's Logo on the right front pocket (printed or embroidered) location (full colour)
- The height of the provincial logo (including text) shall exceed the height of the EPWP logo (including text)
- The letters EPWP on the back of the PPE in BLACK
- The program name eg Vuk'uphile is to be printed on the left sleeve of short sleeved apparel and may not have to be placed on long sleeved apparel.
- Where required orange safety vests are to be branded with similar specification above. In this instance the Overalls may not necessarily be branded provided that the works ever allow for labour to work without high visibility vests.
- All artwork and PPE samples shall be approved and signed off by the consultant prior to printing/embroidering.

Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



## Practical Examples



Floppy hats are to have the EPWP Logos on the front of the hat. The implementing agents logo may be placed on the rear of the cap

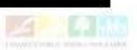


## EXAMPLE OF CONTRACT SIGNBOARD DETAILS

## Practical Examples



Hard Hats may be printed monochrome or colour. The EPWP and implementing Agent Logos are to be located on the sides of the Hard-Hat.



Client

Witness 1

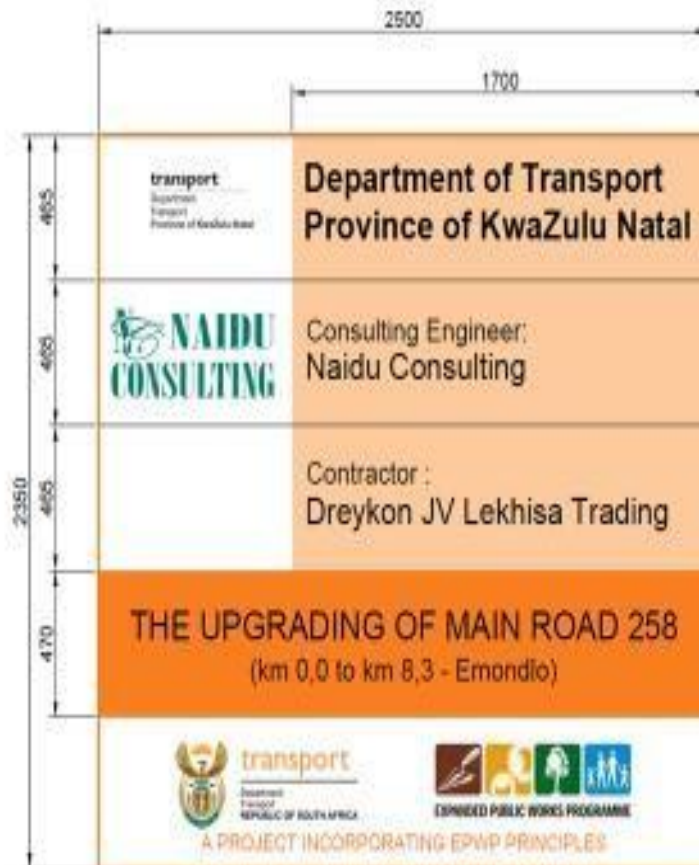
Witness 2

Contractor

Witness 1

Witness 2

**PANEL APPOINTMENT: APPOINTMENT OF CONTRACTORS FOR THE  
CONSTRUCTION OF RURAL WATER SUPPLY FOR A PERIOD OF 36  
MONTHS**  
BID No: 01/2025-26



Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

**GA-SEGONYANA LOCAL MUNICIPALITY**

**PANEL APPOINTMENT: APPOINTMENT OF CONTRACTORS FOR THE  
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**PRO FORMA EPWP CONTRACT OF EMPLOYMENT**

Contractor's  
Logo



*This contract must be read in conjunction with the standard terms and conditions of employment on EPWP attached herein.*

**EPWP CONTRACT OF EMPLOYMENT between****Employer Details**

<b>Name</b>	Click or tap here to enter text.	<b>Address</b>	Click or tap here to enter text.
<b>Telephone</b>	Click or tap here to enter text.		
<b>Email</b>	Click or tap here to enter text.		
<b>Contact</b>	Click or tap here to enter text.		

**And**

**Employee Details**

<b>Name</b>	Click or tap here to enter text.	<b>Surname</b>	Click or tap here to enter text.
<b>ID:</b>	Click or tap here to enter text.	<b>Cell</b>	Click or tap here to enter text.
<b>Sex (M/F)</b>	Male <input type="checkbox"/> Female <input type="checkbox"/>	<b>Disability</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Primary Language</b>	Click or tap here to enter text.	<b>Physical Address</b>	Click or tap here to enter text.
<b>Other Languages</b>	Click or tap here to enter text.		
<b>Highest Education Level Achieved</b>	Click or tap here to enter text.	<b>Local Municipality</b>	Click or tap here to enter text.
<b>Other qualifications</b>	Click or tap here to enter text.	<b>Ward</b>	Click or tap here to enter text.
<b>Grant Received (Y/N)</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<b>Grant type:</b>	

**Employment Details**

<b>Name of project:</b>	Click or tap here to enter text.		
<b>Job Title:</b>	Click or tap here to enter text.		
<b>Duties:</b>	Click or tap here to enter text.		
<b>Contract Start Date</b>	Click or tap here to enter text.	<b>Contract Finish Date</b>	Click or tap here to enter text.
<b>The wage per task/day is:</b>	<b>R</b> Click or tap here to enter text. / Hour/Day/task (Specifier to select correct rate)		

**Special Conditions**

<p>You must be aware that this employment contract is a limited term contract and not a permanent job. This employment contract may be terminated for any one of the following reasons:</p> <ul style="list-style-type: none"> <li>a) The contractor does not get additional contracts from the EPWP.</li> <li>b) Funding for the programme in your area comes to an end.</li> <li>c) Underperformance: first offence – final written warning. Second offence – dismissal.</li> </ul>	<p><b>Payment</b></p> <ul style="list-style-type: none"> <li>a) You will be paid a fixed amount stipulated above for completing a fixed amount of work.</li> <li>b) The amount of work required for the agreed rate of pay will vary from task to task. You will be informed at the beginning of each task or group of tasks how much work you are expected to complete per day.</li> <li>c) You will only be paid for work completed.</li> <li>d) Payment during classroom training shall be R /day</li> </ul>
<p>Personal Protective Clothing will be supplied to the employee by the employer depending on the work to be performed, and will remain the property of the employee provided that the employee has worked for at least 3 months.</p>	

**Acceptance**

<b>Employer Name:</b>	<b>Employer Signature:</b>	<b>Employee Name:</b>	<b>Employee Signature:</b>
<b>Witness 1 Name:</b>	<b>Witness 1 Signature:</b>	<b>Witness 2 Name:</b>	<b>Witness 2 Signature:</b>

Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



# PANEL APPOINTMENT: APPOINTMENT OF CONTRACTORS FOR THE CONSTRUCTION OF RURAL WATER SUPPLY FOR A PERIOD OF 36 MONTHS

BID No: 01/2025-26



## APPENDIX E – Conditions of Service

### 1. Introduction

1.1. This document contains the standard terms and conditions for workers employed in elementary occupations on an Expanded public Works Programme (EPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of an EPWP.

1.2. In this document –

- a) "department" means any department of the State, implementing agent or contractor;
- b) "employer" means any department, implementing agency or contractor that hires workers to work in elementary occupations on an EPWP;
- c) "worker" means any person working in an elementary occupation on an EPWP;
- d) "elementary occupation" means any occupation involving unskilled or semi-skilled work;
- e) "management" means any person employed by a department or implementing agency to administer or execute an EPWP;
- f) "task" means a fixed quantity of work;
- g) "task-based work" means work in which a worker is paid a fixed rate for performing a task;
- h) "task-rated worker" means a worker paid on the basis of the number of tasks completed;
- i) "time-rated worker" means a worker paid on the basis of the length of time worked.

### 2. Terms of Work

- 2.1. Workers on an EPWP are employed on a temporary basis.
- 2.2. A worker may NOT be employed for longer than 24 months in any five-year cycle on an EPWP.
- 2.3. Employment on an EPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

### 3. Normal Hours of Work

- 3.1. An employer may not set tasks or hours of work that require a worker to work–
  - a) more than forty hours in any week
    - i. on more than five days in any week; and
    - ii. for more than eight hours on any day.
- 3.2. An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.
- 3.3. A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

### 4. Meal Breaks

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

### 5. Special Conditions for Security Guards

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

### 6. Daily Rest Period

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

### 7. Weekly Rest Period

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

### 8. Work on Sundays and Public Holidays

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

### 9. Sick Leave

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

Employer	Employee
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Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**PANEL APPOINTMENT: APPOINTMENT OF CONTRACTORS FOR THE  
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- 10. Maternity Leave**
- 10.1. A worker may take up to four consecutive months' unpaid maternity leave.
  - 10.2. A worker is not entitled to any payment or employment-related benefits during maternity leave.
  - 10.3. A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
  - 10.4. A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
  - 10.5. A worker may begin maternity leave –
    - a) four weeks before the expected date of birth; or
    - b) on an earlier date –
      - i. if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
      - ii. if agreed to between employer and worker; or
      - iii. on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
  - 10.6. A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.
  - 10.7. A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the EPWP on which she was employed has ended.
- 11. Family responsibility leave**
- 11.1. Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances -
    - a) when the employee's child is born;
    - b) when the employee's child is sick;
    - c) in the event of a death of –
      - i. the employee's spouse or life partner;
      - ii. the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.
- 12. Statement of Conditions**
- 12.1. An employer must give a worker a statement containing the following details at the start of employment –
    - a) the employer's name and address and the name of the EPWP;
    - b) the tasks or job that the worker is to perform; and
    - c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
    - d) the worker's rate of pay and how this is to be calculated;
    - e) the training that the worker will receive during the EPWP.
  - 12.2. An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
  - 12.3. An employer must supply each worker with a copy of these conditions of employment.
- 13. Keeping Records**
- 13.1. Every employer must keep a written record of at least the following –
    - a) the worker's name and position;
    - b) in the case of a task-rated worker, the number of tasks completed by the worker;
    - c) in the case of a time-rated worker, the time worked by the worker;
    - d) payments made to each worker.
  - 13.2. The employer must keep this record for a period of at least three years after the completion of the EPWP.
- 14. Payment**
- 14.1. An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
  - 14.2. A task-rated worker will only be paid for tasks that have been completed.
  - 14.3. An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.
  - 14.4. A time-rated worker will be paid at the end of each month.
  - 14.5. Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
  - 14.6. Payment in cash or by cheque must take place –
    - a) at the workplace or at a place agreed to by the worker;
    - b) during the worker's working hours or within fifteen minutes of the start or finish of work;
    - c) in a sealed envelope which becomes the property of the worker.
  - 14.7. An employer must give a worker the following information in writing –
    - a) the period for which payment is made;
    - b) the numbers of tasks completed or hours worked;
    - c) the worker's earnings;
    - d) any money deducted from the payment;
    - e) the actual amount paid to the worker.
  - 14.8. If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.
  - 14.9. If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.
- 15. Deductions**
- 15.1. An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
  - 15.2. An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
  - 15.3. An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.
  - 15.4. An employer may not require or allow a worker to –
    - a) repay any payment except an overpayment previously made by the employer by mistake;
    - b) state that the worker received a greater amount of money than the employer actually paid to the worker; or
    - c) pay the employer or any other person for having been employed.
- 16. Health and Safety**
- 16.1. Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
  - 16.2. A worker must –
    - a) work in a way that does not endanger his/her health and safety or that of any other person;
    - b) obey any health and safety instruction;
    - c) obey all health and safety rules of the EPWP;
    - d) use any personal protective equipment or clothing issued by the employer;
    - e) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.
- 17. Compensation for Injuries and Diseases**

Employer	Employee
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Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

**PANEL APPOINTMENT: APPOINTMENT OF CONTRACTORS FOR THE  
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BID No: 01/2025-26**



- 17.1. It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on an EPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- 17.2. A worker must report any work-related injury or occupational disease to their employer or manager.
- 17.3. The employer must report the accident or disease to the Compensation Commissioner.
- 17.4. An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.
- 18. Termination**
- 18.1. The employer may terminate the employment of a worker for good cause after following a fair procedure.
- 18.2. A worker will not receive severance pay on termination.
- 18.3. A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.
- 18.4. A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.
- 18.5. A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.
- 19. Certificate of Service**
- 19.1. On termination of employment, a worker is entitled to a certificate stating –
- the worker's full name;
  - the name and address of the employer;
  - the EPWP on which the worker worked;
  - the work performed by the worker;
  - any training received by the worker as part of the EPWP;
  - the period for which the worker worked on the EPWP;
  - any other information agreed on by the employer and worker.
- Either party can terminate this agreement with four weeks written notice. In the case where an employee is illiterate notice may be given by that employee verbally.

Employer	Employee
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Client	Witness 1	Witness 2	Contractor	Witness 1	Witness 2



## GA-SEGONYANA LOCAL MUNICIPALITY

**PANEL APPOINTMENT: APPOINTMENT OF CONTRACTORS FOR THE  
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**EPWP DATA COLLECTION TOOL TEMPLATE (PRO FORMAS OF MICROSOFT  
EXCELSPREADSHEETS)**

EPWP REGISTRATION FORM		
Field requested	Description if needed	Please complete the sections in white
<b>Project Details</b>		
Profile ID	<i>Generated by the system</i>	
Project Name	<i>The name of the project</i>	
Project Reference Number	<i>Contract number</i>	
Project description	<i>Full description of what is happening in the project (as per the appointment letter) and the <b>community benefiting from the project</b></i>	
<b>Duration</b>		
Project Start Date	<i>Planned Start date of the particular contract</i>	
Project End Date	<i>Planned End date of the particular contract</i>	
Estimated Budget	<i>Overall Contract budget (excluding professional fees) for Current Financial Year</i>	
<b>Project Location</b>		
Province	<i>In which province is the project implemented?</i>	
District Municipality	<i>Under which District Municipality does this project falls?</i>	
Local Municipality	<i>Under which Local Municipality does this project falls?</i>	
Latitude (in decimal format)	<i>Is generated by the system</i>	
Longitude format) (in	<i>Is generated by the system</i>	
<b>Project Location per site</b>		
Locality name	<i>Where exactly is the project implemented? (<b>Ward name</b>)</i>	
Sub place	<i>Town / Village</i>	
Ward	<i>The project site is located in which ward?</i>	
Government facility	<i>Landmark near The project (Post office/school/clinic/library)</i>	
Spatial Data Type	<i>Geopoint (structure)/ Line (Water)/ Polygon(area)</i>	
Site physical address	<i>Physical address of the site office</i>	

Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

## GA-SEGONYANA LOCAL MUNICIPALITY

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Public Body Details		
Public body sphere	<i>In which sphere is the project implemented? (National, Provincial or Municipal)</i>	Municipality
Reporting public body that is the project owner (and will report on the project)	<i>Which Institution or Department that owns /approved this project (Education, Health, City of Tshwane Metro etc.)</i>	
Department in the Public body that is responsible for the project	<i>Which department /unit is responsible for this project? (e.g. Water &amp; storm water, Education, Community safety etc.)</i>	
Implementing public body	<i>In which sphere is this project implemented?</i>	Municipality
type	<i>(Metro,Distr,Mun, National or Provincial Dept.)</i>	
Public body that will implement the project	<i>Which institution that implements the project?</i>	Nyandeni LM
Project Implementation		
Is this the project on the municipal IDP	<i>Yes / No</i>	N/A
IDP reference number allocated to the project	<i>The number reflected in your Municipal IDP document</i>	N/A
EPWP Details		
EPWP Sector	<i>The project is implemented in which sector? (Infrastructure, Environment &amp; culture, Non-state or Social)</i>	Infrastructure
EPWP Programme	<i>The project is implemented under which programme?</i>	
EPWP Sub Programme	<i>The project is implemented under which sub- programme?</i>	
EPWP BUSINESS FORM		
Field requested	<i>Description if needed</i>	Please complete the sections in white
Project Details		
Profile ID	<i>Generated by the system</i>	
Project Name	<i>The name of the project</i>	
Project Reference Number	<i>Contract number</i>	
Project description	<i>Full description of what is happening in the project (as per the appointment letter) and the community benefiting from the project</i>	
Duration		
Project Start Date		
Project End Date		
Estimated Budget	<i>Project Budget</i>	

Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

**GA-SEGONYANA LOCAL MUNICIPALITY**
**PANEL APPOINTMENT: APPOINTMENT OF CONTRACTORS FOR THE  
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Project Location		
Province		
District Municipality	<i>Under which District Municipality does this projects falls</i>	
Local Municipality	<i>Under which Local Municipality does this projects falls</i>	
Latitude(in decimal format)	<i>GPS coordinates</i>	
Longitude (in decimal format)		

Public Body Details		
Public body sphere	<i>Such as Municipal or Provincial</i>	Municipality
Reporting public body that is the project owner (and will report on the project)	<i>Which Department approved the project in (education, Health etc.)</i>	
Department/Unit in the Public body that is responsible for the project	<i>Which Department budgeted for the project e.g. Education, Health Directorate</i>	
Implementing public body type	<i>Example(Local Municipality, Distr. Mun or Provincial Dept.</i>	Municipality
Public body that will implement the project	<i>Infrastructure, Environment or Social</i>	
Is this project on the Municipal IDP	<i>Municipal projects</i>	N/A
IDP reference number allocated to the project		N/A

EPWP Details		
EPWP Sector	<i>The project is implemented in which sector? (Infrastructure, Environment &amp; culture, Non-state or Social)</i>	Infrastructure
EPW Programme	<i>The project is implemented under which programme?</i>	
EPWSubProgramme	<i>The project is implemented under which sub- programme?</i>	

Budget Amount-(Allocations for the project duration)		
Funding Body	<i>Which Dept. is funding the project</i>	
Funding Year	<i>Financial year/s for the project</i>	
Total Budget Amount	<i>(Exclude Professional Fees)</i>	
Incentive Grant(e.g. land care /EPWP grant)	<i>Grant funding received</i>	

**Client**

**Witness 1**

**Witness 2**

**Contractor**

**Witness 1**

**Witness 2**

**GA-SEGONYANA LOCAL MUNICIPALITY**

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Total wages paid for the duration of the projects	What amount will be spent on wages during the duration of the project	
Wage Rate	Daily Wage rate to be paid during productive work	

Stipend Rate	Daily wage rate to be paid during training	
UIF	The amount being paid to UIF (if applicable)	
COIDA	The amount being paid to COIDA(if applicable)	
Training	What amount will be spent on training	
Administration	The Administration costs	
Equipment and materials	Budget for Materials and Equipment	
Other	If other where chosen describe the other Such as Professional fees)	
Describe other		

**Project Outputs and Training**

Planned Primary Output	eg walkways, gabions, kerb * channel, km of Water constructed	
Description of Planned Primary Output	Describe the project output (end product and not the milestone) (e.g. kms of tar Water constructed) Start with the unit of measure such as number of, kms, ha, sqms etc	
Unit of measure of primary output	Eg. m, m <sup>2</sup> , m <sup>3</sup> , km, no, ha etc	
Planned primary output quantity	Specify the quantity of output planned	
Number of persons to be trained	How many persons are targeted for on job training	

**Client**

**Witness 1**

**Witness 2**

**Contractor**

**Witness 1**

**Witness 2**

**GA-SEGONYANA LOCAL MUNICIPALITY****PANEL APPOINTMENT: APPOINTMENT OF CONTRACTORS FOR THE  
CONSTRUCTION OF RURAL WATER SUPPLY FOR A PERIOD OF 36  
MONTHS  
BID No: 01/2025-26**

Contact person		
Title	<i>Person responsible for the Project in the Public Body (Project Manager)</i>	
Initials		
First Name		
Surname		
Email		
Tel (Office)		
Fax Number		
Cell Number		
Physical Address 1		
Physical Address 2		
Physical Address 3		
Physical Address 4		
Postal Address 1		
Postal Address 2		
Postal Address 3		
Postal Address 4		
Position of person		

Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

**GA-SEGONYANA LOCAL MUNICIPALITY**

**PANEL APPOINTMENT: APPOINTMENT OF CONTRACTORS FOR THE  
CONSTRUCTION OF RURAL WATER SUPPLY FOR A PERIOD OF 36  
MONTHS  
BID No: 01/2025-26**



**Client**

**Witness 1**

**Witness 2**

**Contractor**

**Witness 1**

**Witness 2**

**APPOINTMENT OF CONTRACTORS FOR THE CONSTRUCTION  
OF RURAL WATER SUPPLY FOR A PERIOD OF  
36 MONTHS  
BID No: 01/2025-26**

[illegible]

**PANEL APPOINTMENT: APPOINTMENT OF CONTRACTORS FOR THE  
CONSTRUCTION OF RURAL WATER SUPPLY FOR A PERIOD OF 36  
MONTHS  
BID No: 01/2025-26**

[illegible]

Client      Witness 1      Witness 2      Contractor      Witness 1      Witness 2



PANEL APPOINTMENT: APPOINTMENT OF CONTRACTORS FOR THE  
CONSTRUCTION OF RURAL WATER SUPPLY FOR A PERIOD OF 36  
MONTHS  
BID No: 01/2025-26



First Name	Initials	Surname	ID number	Date Of Birth	Wage Rate	Total Paid Days	Amount Paid	Work Days	Training Days Paid	Training Days Non Paid	Total Training Days	Training Course ID	Project Profile ID	Month	Year	Beneficiary Code

Client

Witness 1

Witness 2

Contractor

Witness 1

Witness 2