PAVING OF ROAD FROM SHABANGU VIA MWAYI SUPERMARKET, MAGAMUSINI AND NGOBENI ROAD WARD 11

TENDER NUMBER: COM18/2025

TENDERER:	

CLOSING DATE: 8 APRIL 2025 AT 11:00AM

CSD REG NUMBER: MAAA……

CLIENT	ENGINEER
City of Mbombela PO Box 45 Mbombela 1200 Tel: 013-759 2358 Fax: 013-753 4444	**Likhanyile Consulting Engineers and Project Managers** 14B Sonbesie Street Sonheuwel Ext 13 Mbombela 1200 Tel: (013) 753 2517 E-mail: ndivho@likhanyilecon.co.za

PAVING OF ROAD FROM SHABANGU VIA MWAYI SUPERMARKET, MAGAMUSINI AND NGOBENI ROAD WARD 11

SUMMARY FOR TENDER OPENING PURPOSES

NAME OF TENDERER :_____

ADDRESS :_____

_____

_____

_____

TELEPHONE NUMBER :_____

FAX NUMBER :_____

E-MAIL ADDRESS :_____

CLOSING DATE :_____

TENDERED AMOUNT :_____

Signed by authorised representative of the TENDERER: _____

DATE: _____

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

IMPORTANT INFORMATION

- **PLEASE READ CAREFULLY BEFORE COMPLETING DOCUMENT.**

1. Notice to all tenderers.
2. Standards applied in this document.

1. NOTICE TO ALL TENDERERS

This is an original document:

1. It may not be re-typed or altered in any way.
2. It must be completed in black ink (non-erasable) – in an eligible handwriting. Mistakes are to be corrected by drawing a line through it and writing the correct information above it. Tenderer to sign next to the correction. The use of erasing fluid or strips is not allowed.
3. It may not be taken apart.
4. It is not available in electronic format except PDF.
5. Bidders are required to attach returnable documents to the relative pages (where requested) and encouraged to use file fasteners and binding tape or any other similar method to ensure there are no loose pages. **Any other form of presentation (loose pages or separate documents) will not be accepted.**

2. STANDARDS APPLICABLE TO THIS DOCUMENT

- **Available from the S.A. Federation of Civil Engineering Contractors, the S.A. Institution of Civil Engineering and the S.A. Bureau of Standards, as applicable:**

1.	CIDB	***CIDB Standard for uniformity in Construction Procurement,*** *10 July 2015, as amended.*
2.	SANS 10845-1	*Processes, methods and procedures.*
3.	SANS 10845-2	*Formatting and compilation of procurement documentation.*
4.	SANS 10845-3	*Standard conditions of tender.*
5.	GCC	*General Conditions of Contract for Construction Works, Third Edition (2015) issued by the South African institution of Civil Engineering.*
6.	COTO	Standard Specifications for Road and Bridge Works for State Road Authorities (2020)
7.	This Document, as presented.	

CONTENTS

	PAGE
COVER PAGE	
Bid Summary for Tender Opening Purposes	i
Important Information	ii
Contents	iii

THE TENDER

SECTION	DESCRIPTION		PAGE
PART T1	**TENDERING PROCEDURES**		
T 1.1	Tender Notice and Invitation to Tender	(white)	T1.1-1 to T1.1-1
T 1.2	Tender Data	(pink)	T1.2-1 to T1.2-9
PART T2	**RETURNABLE DOCUMENTS**	(yellow)	T2.1-1 to T2.1-43
	(See List of Documents)		

THE CONTRACT

SECTION	DESCRIPTION		PAGE
PART C1	**AGREEMENT and CONTRACT DATA**		
C 1.1	Form of Offer	(pink)	C1.1-1 to C1.1-1
C 1.2	Form of Acceptance	(pink)	C1.2-1 to C1.2-1
C 1.3	Schedule of Deviations	(pink)	C1.3-1 to C1.3-1
C 1.4	Contract Data	(yellow)	C1.4-1 to C1.4-6
C 1.5	Performance Guarantee	(yellow)	C1.5-1 to C1.5-4
C 1.6	Agreement in Terms of the Occupational Health and Safety Act, 1993 (Act No 85 Of 1993)	(yellow)	C1.6-1 to C1.6-3
C 1.7	Certificate of Authority for Signatory to Agreement in Terms of Occupational Health and Safety Act, 1993 (Act No 85 Of 1993)	(yellow)	C1.7-1 to C1.7-2
PART C2	**PRICING DATA**		
C 2.1	Pricing Instructions	(yellow)	C2.1-1 to C2.1-3
C 2.2	Bill of Quantities	(yellow)	C2.2-2 to C2.2-

SECTION	DESCRIPTION		PAGE
PART C3	**SCOPE of WORK**		
C 3.1	Description of Works	(blue)	C3.1-1 to C3.1-2
C 3.2	Engineering	(blue)	C3.2-1 to C3.2-2
C 3.3	Procurement	(blue)	C3.3-1 to C3.3-1
C 3.4	Construction	(blue)	C3.4-1 to C3.4-36
C 3.5	Management	(blue)	C3.5-1 to C3.5-5
C 3.6	Health and Safety	(blue)	C3.6-1 to C6.6-2
PART C4	**SITE INFORMATION**		
C 4.1	Site Information	(green)	C4.1-1 to C4.1-4
ANNEXURES			
Appendix A	Occupational Health and Safety Regulations	(white)	A1 to A15
Appendix B	Drawings for Tender Purposes	(white)	

PART T1: TENDERING PROCEDURES

SECTION	DESCRIPTION	PAGE
T 1.1	Tender Notice and Invitation to Tender	9
T 1.2	Tender Data	10

PART T2: RETURNABLE DOCUMENTS

SECTION	DESCRIPTION	PAGE
T 2	Returnable Documents	15

PART T1 TENDERING PROCEDURES

T1.1 TENDER NOTICE AND INVITATION TO TENDER T1.1-1

T1.2 TENDER DATA T1.2-1

T1.1 TENDER NOTICE AND INVITATION FOR PROPOSALS

Bids are hereby invited from experienced services providers for PAVING OF ROAD FROM SHABANGU VIA MWAYI SUPERMARKET, MAGAMUSINI AND NGOBENI ROAD WARD 11.

Tender No	Description	CIDB Grading	Compulsory Meeting and Site Inspection Date	Closing Date
COM18/2025	**PAVING OF ROAD FROM SHABANGU VIA MWAYI SUPERMARKET, MAGAMUSINI AND NGOBENI ROAD WARD 11.**	**7 CE OR HIGHER**	**14 March 2025 AT 10:00 AM,** **Site** **GPS COORDINATES:** **25°21'56.40"S** **31° 09'04.83"E**	**8 APRIL 2025 AT 11:00**

- **It is compulsory that service providers download a copy of the bid document that will ONLY be available as from 07 March 2025 on the municipal website: www.mbombela.gov.za on the tenders and notices folder and National e-Tender Portal: www.etenders.gov.za, free of charge.**

Duly completed bid documents and supporting documents which are, COPY OF TAX COMPLIANCE STATUS, CERTIFIED COPY OF B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE TO CLAIM B-BBEE POINTS, MUNICIPAL RATES AND TAXES CLEARANCE FOR BOTH THE COMPANY AND ITS DIRECTORS FROM RELEVANT LOCAL AUTHORITY OR PROOF OF RESIDENCE FROM A TRIBAL AUTHORITY OR LEASE AGREEMENT ACCOMPANIED WITH THE LESSOR'S MUNICIPAL RATES AND TAXES CERTIFICATE, CSD REGISTRATION FULL REPORT (Summary Report will not be considered) and a copy of the COMPANY REGISTRATION CERTIFICATE, together with the bid document must be sealed in an envelope clearly marked: **"BID NO.: COM18/2025, PAVING OF ROAD FROM SHABANGU VIA MWAYI SUPERMARKET, MAGAMUSINI AND NGOBENI ROAD WARD 11,"** with the name of the bidder shall be placed in the bid box at MBOMBELA CIVIC CENTRE at 1 NEL STREET, MBOMBELA, before 11:00 on the closing date

Bidders are advised not to commit fraudulent activities or forge documents. All abusers of the SCM system, including forging or faking of returnable documents, may be reported to SAPS and restricted from doing business with any Public Institutions for a period NOT exceeding 10 years which is in line with section 28 and 29 of the Prevention and Combating of Corrupt Activities Act 12 of 2004.

A preferential point system shall apply whereby this contract will be allocated to a bidder in accordance with the **Preferential Procurement Policy Framework Act**, No **5 of 2000** and as defined in the conditions of bid in the bid document, read in conjunction with the Preferential Procurement Regulations, 2022, where 80 points will be allocated in respect of price and 20 points in respect of **Targeted Goals**.

Procurement Enquiries	:	Nomsa Ndukuya	(013) 759 9052
Technical Enquires	:	Tony Malambe	(013) 759 9250
Employer	:	City Manager, City of Mbombela P. O. Box 45 1200 Mbombela	Mr. Wiseman Khumalo

VISIT OUR WEBSITE –

www.mbombela.gov.za

NB: the results of this bid will be published on council's website as prescribed on section 75(1)(g) of the MFMA and section 23(c) of the SCM Regulations.

T1.2 TENDER DATA

The conditions of tender are the standard conditions of tender as contained in SANS 10845-3 Construction procurement, Part 3: Standard conditions of tender that apply specifically to this tender.

The Tender Data shall be read with the Standard Conditions of Tender in order to expand on the Tenderer's obligations and the Employer's undertakings in administering the tender process in respect of the project under construction.

The Tender Data hereafter shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of data given below is cross-referenced to the clause in the standard conditions of tender to which it mainly applies.

Clause Number	Data
	The conditions of tender are those contained in the latest edition of SANS 10845-3, Construction Procurement – Part 3: Standard conditions of tender. SANS 10845-3 makes several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the provisions of SANS 10845-3. Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.
3.1	The Employer is: **City of Mbombela, 1 Nel Street, Mbombela, 1200**
	The tender documents issued by the Employer comprise: THE TENDER Part T1 Tendering Procedures Part T1.1 Tender Notice and Invitation to Tender (white) Part T1.2 Tender Data (pink) Part T1.3 Preferential Procurement Policy of City of Mbombela (pink) Part T2 Returnable Documents Part T2.1 List of Returnable Documents (yellow) Part T2.2 Returnable Schedules to be completed by the Contractor (yellow) Part T2.3 Returnable Schedules II (yellow) **THE CONTRACT** **Part C1 Agreement and Contract Data** C1.1 Form of Offer and Acceptance (pink) C1.2 Contract Data (yellow) C1.3 Form of Guarantee (white) C1.4 Agreement in terms of Occupational Health and Safety Act, 1993 (white) C1.5 Authority for Signatory in Terms of OH&S Act, 1993 (white) **Part C2 Pricing Data** C2.1 Pricing Assumptions (yellow) C2.2 Bill of Quantities and Information Sheets (yellow)

3.2	**Part C3 Scope of Works** C3.1 Scope of Works (blue) C3.2 Engineering (blue) C3.3 Procurement (blue) C3.4 Construction (blue) C3.5 Management (blue) C3.6 Health and Safety (blue) **Part C4 Site Information** C4 Site Information (green) **Appendices** Annexure A Health and Safety Specification (white) Annexure B Drawings for Tender Purposes (white)
3.4	The Employer's Agent is: **LIKHANYILE CONSULTING ENGINEERS AND PROJECT MANAGERS** Name: Mr. Ndivho Maemu Address: 14B Sonbesie Street Sonheuwel Ext 13 Mbombela 1200 Tel: 013 753 2517 E-mail: ndivho@likanyilecon.co.za
3.5	The language for communications is English.
3.6	The competitive negotiation procedure shall not be applied.
4.1	Only those tenderers who satisfy the following eligibility criteria and who provide the required evidence in their tender submissions are eligible to submit tenders and have their tenders evaluated: a) CIDB registration Only those tenderers who are registered with the CIDB, or are capable of being registered prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a 7CE or higher of construction work, are eligible to have their tenders evaluated. Tenderers registered as potentially emerging enterprises but with a CIDB contractor grading designation lower than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, are not eligible to have their tenders evaluated. For the sake of clarity and subject to satisfactory proof of a tenderer's ability to perform the work specified at the tendered value, the Employer lists in the table below the margins it considers reasonable. However, in the event that the sum tendered exceeds the margins shown then such tender shall be deemed non-responsive. **Category of tender** / **Upper limits per CIDB Table 8 Regulation 17** CE 5 — R10m CE 6 — R20m CE 7 — R60m CE 8 — R200m Joint Ventures are eligible to submit bids provided that: (1) every member of the joint venture is registered with the CIDB; (2) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **7CE or Higher class** of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.

	b) Key Personnel In order to be considered for an appointment in terms of this tender, the tenderer must have in its permanent employment key personnel who will be the single point accountability and responsibility for the management of the construction works. Alternatively, a signed undertaking from an organization having the required personnel, stating that they will undertake the necessary work on behalf of the tenderer in terms of a sub-contractor agreement, will be acceptable. Such undertaking must be attached to Forms T of the Returnable Schedules. Individuals must be identified for each of the key personnel listed under Forms T. Where the key personnel are no longer available to undertake the necessary work after the award of the tender, the contractor shall within a period of 14 working days replace the key personnel listed in Forms T with personnel with equivalent competencies and subject to approval by the Employer. Such approval shall not be unreasonably withheld. The key person shall be a suitably qualified and experienced contracts manager who will be the single point accountability and responsibility for the management of the construction works, and who is registered with SACPCMP as Pr.CM or ECSA as Pr.Eng or Pr.Tech.Eng shall be required as a minimum. Where the Contracts Manager will not be employed on the Works full time, his powers will be delegated to the approved construction manager. Failure to comply with the requirements or to complete Form T may render the tender non- responsive.
4.6	Bidders are encouraged to revisit the City's website regularly prior the closing date particularly on this project folder to ensure that all addenda/ erratum that may be issued are adhered to. Failure to apply instructions contained in addenda may render a tenderer's offer non-responsive in terms of Condition of Tender 5.8.
4.7	The arrangements for the compulsory clarification meeting are as stated in the tender notice and invitation to tender. The onus rests with the tenderer to ensure that the person attending the clarification meeting on its behalf is appropriately qualified to understand all directives and clarifications given at that meeting. The clarification meeting shall start strictly at the time advertised. Only then will the Employer's Representative circulate the attendance register for completion by those present. During this time latecomers may complete the register. On completion by all present the Employer's Representative will: (a) read out from the collected lists calling for confirmation that all have signed; The signature on the attendance register and duly completed and signed Form A shall be considered proof that the tenderer attended the whole meeting and was available to hear all directives and clarifications given at the meeting. Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list. **The City will not take responsibility for incorrect information provided by the bidder on the attendance register.**
4.8	Request clarifications at least 7 working days before the closing time.
4.10	Tenderers are required to state the rates and currencies in Rand.
	An alternative tender offer will only be considered if a main tender offer, strictly in accordance with all the requirements of the tender documented is also submitted. If the tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrate the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.

4.12	Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal. Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements. The modified Tender 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.
4.13.1	Parts of each tender offer communicated on paper shall be submitted as an <u>original</u>, no copies are required. The signed print-out shall be taken as the valid submission.
4.13 4.15	The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are: Location of tender box: City of Mbombela Physical address: 1 Nel Street, Mbombela 1200 Identification details: Tender COM18/2025, PAVING OF ROAD FROM SHABANGU VIA MWAYI SUPERMARKET, MAGAMUSINI AND NGOBENI ROAD WARD 11. Tenders can be submitted 24 hours a day from Monday to Friday at the Employer's address. It is in the tenderer's interest to ensure that the delivery of the tender offer is recorded in the Employer's tenders received register.
4.13.4	The tenderer is required to submit all certificates as listed in the Schedule of Tender Compliance (Form U).
4.13.5	Place and seal the printed and completed tender document in an envelope clearly marked "TENDER" and bearing the Employer's name, the contract number and description, the tenderer's authorized representative's name, the tenderer's postal address and contact telephone numbers.
4.13.5	A two-envelope procedure will not be followed.
4.13.6	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
4.15	The closing time for submission of tender offer is as stated in the Tender Notice and Invitation to Tender.
4.16.1	The tender offer validity period is 120 days.
4.16.2	Where a tenderer, at any time after the opening of his tender offer but prior to entering into a contract based on his tender offer: a) withdraws his tender; b) gives notice of his inability to execute the contract in terms of his tender; or c) fails to comply with a request made in terms of 4.17, 4.18 or 5.9, such tenderer shall be barred from tendering on any of the Employer's future tenders for a period to be determined by the Employer, but not less than six (6) months, from the date of tender closure. The Employer may fully or partly exempt a tenderer from the provisions of this condition if he is of the opinion that the circumstances justify the exemption.
4.18	Any additional information requested under this clause must be provided within 5 (five) working days of date of request.
4.20	The tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part C1.8 of this Procurement document.

5.1	The employer shall respond to clarifications received up to 7 working days before tender closing time.
5.2	The employer shall issue an addenda until 7 working days before tender closing time.
5.4	All bid responses must be submitted before the Bid Closing date and time as stipulated on the tender invitation.
5.7	In the event of disqualification, the Employer may, at its sole discretion, impose a specified period during which tender offers will not be accepted from the offending tenderer and report same to CIDB and National Treasury.
5.9	Arithmetical errors, omissions, discrepancies and imbalanced unit rates Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount appearing in the summary to the Pricing Schedule shall govern. Check responsive tender offers for: a) the gross misplacement of the decimal point in any unit rate; b) omissions made in completing the pricing schedule or bills of quantities; or c) arithmetic errors in: i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or ii) the summation of the prices. d) imbalanced unit rates. Notify shortlisted tenderers of all errors, omissions or imbalanced rates that are identified in their tender offers. Where the tenderer elects to confirm the errors, omissions or re-balancing of imbalanced rates the tender offer shall be corrected as follows: a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the unit rate shall govern, and the line item total shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted and the unit rate shall be corrected. b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall be corrected. c) Where the unit rates are imbalanced adjust such rates by increasing or decreasing them and selected others while retaining the total of the prices derived after any other corrections made under (a) and (b) above. Where there is an omission of a line item, no correction is possible, and the offer may be declared non-responsive. Declare as non-responsive and reject any offer from a tenderer who elects not to accept the corrections proposed and subject the tenderer to the sanction under 4.16.2. The tenderer is required to submit balanced unit rates for rate only items in the pricing schedule. The rates submitted for these items will be taken into account in the evaluation of tenders.

5.10	**List of disqualifying factors of this tender are as follows:** A bid not complying with the requirements stated hereunder will be regarded as "Non Responsive", and as such will be rejected/disqualified for further evaluation • Submit company registration certificate • Submit Tax Compliance Status issued by SARS • Full CSD report NOT older than 30 days from the closing date , Summary report will NOT be considered • Submit Joint venture agreement in case of JV. All parties are expected to attach their individual returnable documents except for consolidated B-BBEE certificate and combined CIDB grading. • Submit original certified identity document of business directors • Authority for Signatory, duly signed and dated original or certified copy on the Company(s) Letterhead. This condition will not apply to companies owned by one director / member / sole • Submit copies of relevant Annual Financial Statements (last 3 Financial Years). For JV, relevant Annual Financial Statements from all parties are required (in line with the Companies ACT) Failure to provide for all the service Providers will results in disqualification. • Submit copy of an active CIDB contractor grading designation of 7CE or higher. For JV, a combined CIDB grading is required. • Tenderer must provide valid copy of municipal rates and taxes for both the company and for the active directors including JV/Consortium partners, Copies of latest municipal rates and taxes certificates from relevant local authority / proof of residential from tribal authority (if the business is operating or the directors are residing in rural areas) / lease agreement with the lessor's up-to-date municipal rates and taxes for both the business and all business directors. Prospective bidders should ensure that the physical address details of the company and directors reflected on the CSD is similar to the one reflected on the company registration certificate. The municipality reserves the right to verify both the municipal rates and taxes of the company details reflected on the CSD and company registration certificates. The municipality further reserves the right to use ID numbers of the directors to verify if any municipal rates and taxes are not owned by each director. It is prudent and remains the responsibilities of the prospective bidders to ensure that each director, lessor and company rates are cleared with regards to the municipal rates and taxes. A bid will be rejected if any municipal rates and taxes owed by the bidder or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months. • Letter of good standing for COIDA. The letter of good standing must reflect the relevant nature of business as prescribed on The Compensation for Occupational Injuries and Diseases Act 130 of 1993. Must also be in line with the required CIDB Grading. • Proof of public liability Insurance / third party liability insurance for a minimum of R5 000 000.00. The letter must be issued by a registered insurance service provider. The letter should have the full contact details of the service provider and the underwriter. • Fully completed and signed where applicable in the Returnable Schedules. • Failure to apply instructions contained in addenda that may be issued. • Submissions from bidders who did not attend a compulsory briefing session will not be acceptable. • Prospective service providers may not make any alterations or additions to the Bid document, except to comply with instructions issued by the employer. The tender document must be furnished with non-erasable black ink and all corrections made by the service provider should be dated and signed by the authorized signatory. Erasures and the use of masking fluid, tippex, pencil or erasable ink are prohibited and failure to adhere to this condition will render your submission non responsive.
5.11	The procedure for the evaluation of responsive tenders is Method 2: Functionality, price and preferences. Method 2 Functionality, price and preferences is scored as follows: a) Score each tender in respect of the financial offer made and preferences claimed, if any. b) Calculate the total number of tender evaluation points (TEV) in accordance with the following formula: $T_{EV} = N_{FO} + N_P + N_Q$

5.11.5

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

N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

N_Q is the number of tender evaluation points awarded for quality claimed in accordance with F.3.11.9.

c) Rank tender offers from the highest number of tender evaluation points to the lowest.

d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

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

f) Compelling and justifiable reasons not to recommend a tenderer are inter alia tenderers who:

- do not meet the minimum requirements listed in Part T2.1, List of Returnable Documents and/or
- failed to complete the tender document comprehensively with all the required information.

5.11.7

The financial offer will be scored using the following formula: $N_{FO} =$

$W_1 \times A$

Where:

N_{FO} = the number of evaluation points awarded for the financial offer W_1

= the maximum possible number of bid evaluation points awarded for the financial offer and will be:

(i) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R 50,000,000; or

(ii) 80 where the financial value inclusive of VAT of one or more responsive tender offers equals or is less than R 50,000,000.

A = the number calculated using Formula 2 (Option 1) Table

1: Formulae for calculating the value of A_a

Formula	Comparison aimed at achieving	Option 1[a]	Option 2[a]
1	Highest price or discount	$A = (1 + \frac{(P - P_m)}{P_m})$	$A = P / P_m$
2	Lowest price or percentage commission /fee '	$A = (1 - \frac{(P - P_m)}{P_m})$	$A = P_m / P$

[a] P_m is the comparative offer of the most favorable comparative offer.
P is the comparative offer of the tender offer under consideration.

5.11.8

Scoring preferences.

Up to 100 minus W_1 tender evaluation points will be awarded to tenderers who submit responsive tenders and who are found to be eligible for the preference claimed. Points are based on a tenderer's scorecard measured in terms of the Regulations (2022) to the Preferential Procurement Policy Framework Act (PPPFA, Act 5 of 2000).

Points awarded will be according to a tenderer's specific goals summarised in the table below:

Item No.	The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points allocated (90/10 system)
1.	100% Black owned enterprises within the definition of the HDI	2	1
2.	At least 30% women owned enterprises	2	1
3.	At least 30% youth owned enterprises	2	1
4.	At least 30% enterprises people living with disabilities	2	1
5.	Enterprises regarded as EMEs located within the City of Mbombela	2	1
6.	Enterprise who will sub-contract minimum of 30% of the contract value to EME's in the ward or local communities where the services to be rendered of works to be undertaken (Bidders shall list sub-contracting works or items)	2	1
7.	Corporate Social Investment (CSI) Plan. (see notes below)	5	3
8.	B-BBEE level 1 contribution (SANAS verified B-BBEE certificate for generic enterprise, and for EME and SME a sworn affidavit or CIPC issued certificate confirming annual turnover and level of Black Ownership	3	1
Total		20	10

Eligibility for preference points will be determined as follows:

- Compliance with any other information requested to be attached to Returnable Schedule Form D.

5.11.9

Description of quality criteria	Maximum number of points
Plant and equipment	15
Key Personnel	25
Company Experience	50
Financial References	10
Total evaluation points for quality (Ms)	**100**

Tender offers will only be considered responsive if the minimum quality requirement of **70 points** is achieved.

Tenderers are required to demonstrate their ability to undertake the work and provide proof of previous experience, expertise and availability of plant and equipment to undertake a project of this nature. Tenderers are therefore required to meet a minimum Quality Score of 70% (70 points out of 100) based on the criteria listed below. A score of less than 70 out of 100 points for Quality will render the tender non-responsive. The onus rests with the Tenderer to supply sufficient information to allow for evaluation and award of points detailed below. If insufficient information is provided, zero points will be awarded for that particular item.

Note that Quality points are only used to determine responsiveness and will not be used further in the evaluation.

i). Plant and Equipment **(Maximum 15 points)**

Details of owned and hired plant and equipment are to be entered in Form R of the Returnable Schedules.

ii). Key Personnel **(Maximum 25 points)**

Details of key personnel and their experience and qualifications are to be entered in Form T of the Returnable Schedules.

iii). Company Experience **(Maximum 50 points)**

Details of paved surface roads related projects & supporting information in terms of the points to be claimed in terms of quality, must be entered in Form Q in the Returnable Schedule.

iv). Financial References **(Maximum 10 points)**

Details of financial references are to be entered in Form S of the Returnable Schedules.

5.13	**In addition to the requirements of the Condition of Tender, offers will only be accepted if:** • the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za/). CSD is compulsory for any company to bid. **The full report should be submitted, not the summary.** • the tenderer is in good standing with SARS according to the Central Supplier Database. • the tenderer submits an Original letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Form S of this procurement document. • the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation. • the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; • the tenderer has not: i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect; • the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process; • the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer; • the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely. • No Tippex has been used on the bid document. • The tenderer has not used an erasable pen and completed the bid document with a pencil.
5.17	The number of paper copies of the signed contract to be provided by the employer is One.
5.19	All requests shall be in writing.

CHECKLIST FOR RETURNABLE DOCUMENTS STIPULATED UNDER SPECIAL CONDITIONS OF TENDER DOCUMENTS AS MANDATORY REQUIREMENTS. THIS DOCUMENT SHALL BE APPLICABLE TO ALL TENDER DOCUMENTS OF THE CITY.

Preamble

The objective of this checklist is aimed at ensuring that interpretation and application of the special conditions and other mandatory requirements at Bid Evaluation Committee (BEC) & Bid Adjudication Committee (BAC) are aligned as envisaged by the Bid Specification Committee (BSC). This will enhance consistency and uniformity in the entire bid committee system whilst promoting “user friendly” principles by simplifying tender requirements to all interested prospective bidders.

ITEM NO:	DESCRIPTION / RETURNABLE DOCUMENTS	NOTES	FOR OFFICE USE ONLY	
			CHECKLIST	YES or NO or N/A
1.	Company Registration Certificate	a) It’s a certificate issued by the Companies and Intellectual Property Commission in line with section 14 of the Companies Act 78 of 2008 b) A Certificate issued by CIPRO in line with section 2 of the Close Corporation Act 69 of 1984 NB: The registration of Close Corporations (CCs) was replaced by introduction of the New Companies Act which came to effect in April 2011. CCs to be recognized as valid registration certificate will be up to 2010.	Has the bidders attached a valid company registration document in line with the applicable legislation?	
2.	Company Profile	a) A Company Profile is a professional introduction of your Business that aims to inform Clients about its purpose, vision, trustworthiness, products and services, and experience of your Company. It is basically a “CV for your Business/Company”	Has the bidder attached a company profile and its experience is relevant to add value on this project?	

3.	Certification of documents to be submitted together with the tender document. I.e. ID Copies of business owners, qualifications, Licenses and certificates, accreditation by professional bodies, proof of ownership document, appointment letters, completion certificates, etc.	a) The certification of documents must be done by a commissioner of oath as prescribed in the Justices of the Peace and Commissioners of Oaths Act 16 of 1963 and its Regulations. b) Acceptable certified copies are copies originally certified from any police station, post office, Lawyers or notary public (who are members of a recognised professional body), Actuaries or accountants (who are members of a recognised professional body), Members of the judiciary, Directors, managers or company secretaries of a banks or regulated financial services business. *c) Commissioner of Oaths stamps can be purchased at Stationary shops, but it can be custom made following the below example:* CERTIFIED TRUE COPY OF THE ORIGINAL DOCUMENT. THERE ARE NO INDICATIONS THAT THE ORIGINAL DOCUMENT HAS BEEN ALTERED BY UNAUTHORISED PERSONS. Designation (rank) ……ex officio: RSA Date: …… Place …… Business Address: ……..... …… Commissioner of Oaths …… Signature Full Names NB: All certified copies must NOT exceed three months and be originally certified.	Has the bidder certified all documents to be certified as per special conditions of bid? Check validity on the date, check if the commissioner of oaths stamp is compliant as per example copied from the Regulations.		
4.	Central Supplier Database (CSD) Full report, (Summary report will **NOT** be acceptable). **N/B CSD Report date should not be more than 30 days before Bid closing date.**	a) The City requires that all prospective bidders should be registered on CSD. This is aimed at verification of email addresses, phone numbers, banking details, company registration numbers, tax status with SARS, state employees, etc.	Has the bidder attached a full CSD report, are tax matters in good order, are the directors not in the employment of any state and the CSD report is not older than 30 days from the closing date?		

5.	Tax Compliant Status (TCS)	a) Prospective bidders are required to attach a valid TCS together with the tender document.	Has the bidder attached a valid (not expired) TCS? The designated official should verify the bidder's tax compliance status prior to finalization of the award of a bid or prize quotation. Where the recommended bidder is not tax compliant, the bidders should be notified of their non-compliant status and the bidder must be requested to submit to the City within 7 working days, written proof from SARS of their tax compliance status or proof from SARS that they have made arrangements to meet their outstanding tax obligations. The proof of tax compliance status submitted by the bidder to the City must be verified via the CSD report or e-Filing. The City should reject a bid submitted by the bidder if such a bidder fails to provide proof of tax compliance status within		

			the timeframe stated above **(See MFMA Circular No: 90).**	
6.	Certified copy of B-BBEE Certificate / affidavit for B-BBEE status level of contributor (**to claim points only).**	a) EMEs in terms of the B-BBEE Act 53 of 2002 JUNE submit a sworn affidavit confirming annual total revenue and level of black ownership or Certified Copy of B-BBEE Certificate. b) Bidders other than EMEs and QSEs **MUST** submit their certified copies of valid B-BBEE status level verification certificate, substantiating their B-BBEE rating issued by a registered auditor approved by IRBA or a verification agency accredited by SANAS. c) A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid. NB: There is NO consolidated affidavit for B-BBEE status level of contributor. Only consolidated B-BBEE certificate will be considered for JVs / Consortium & large companies that are making an annual turnover in access of R50 million including value added tax (VAT). *This is not a disqualifying factor, non-adherence will lead to no allocation of B-BBEE points.*	Is the copy B-BBEE Certificate valid? Is the sworn affidavit for EME / QSE in line with the threshold for EME and EME and valid? If the tendering entity is a JV / Consortium / Large company, has the bidder attached a certified copy of a valid and consolidated B-BBEE certificate in order to claim points as prescribed by the MSCM Regulations? Is the copy of B-BEE certificate certified by the Commissioner of Oaths reflects as prescribe on the regulations of the Act? Is the affidavit for B-BBEE stamped and signed by commissioner of oaths? I.e. full names and signature, force/practice number, designation / rank, date and address. Is the certification date	

			not older than 3 months and original ink is clear on the document to confirm if it is originally certified?	
7.	Formal agreement must be attached in case of a joint venture (JV) or consortium.	a) The JV/consortium must amongst others, reflect clear profit and loses sharing percentages. It is compulsory that the lead partner must have at least 51% majority shares in the JV/consortium.	If the tendering entity / bidder is a JV/Consortium, has the bidder attached a detailed JV/Consortium agreement with all critical information?	
8.	In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit separate required returnable documents.	a) This will not be applicable to functionality and B-BBEE requirements.	If the tendering entity / bidder is a JV/Consortium, have the parties involved attached all individual required documents as per special condition of bid?	
9.	Latest municipal rates and taxes certificates from relevant local authority for the business and all business directors OR Proof of resident from tribal authority for the business and all business directors OR Lease agreement with the Lessor's latest municipal rates and taxes certificates from relevant local authority. NB: All accounts owing any municipality for more than 90 days	a) If the business is operated and its director(s) are residing within a municipal area, bidders are expected to attach latest municipal rate and taxes certificates for the business and ALL its directors. b) If the business is operated and its director(s) are residing within a tribal authority. Bidders are expected to attach proof of resident for the business and ALL its directors. c) If the business directors are leasing a facility for residential purposes, they are required to attach individual lease agreement with lessor's latest municipal rates and taxes for a facility is within a Municipal boundary and if the business is renting office / business facility, the bidders are required to attach lease agreement for the business with	Has the bidder attached latest municipal rates and taxes from relevant local authority for the company / business and all company directors / owners? In case of lease, has the bidders attached lease agreements and lessor's proof of res from a tribal authority or latest municipal rates and taxes certificate? Is the account not in	

	will be disqualified as prescribed on the MSCM Regulations.	lessor's latest municipal rates and taxes for a facility within a municipal boundary. If the facility leased is in a rural area, lease agreement will be accompanied with the lessor's proof of residential from a tribal authority. NB: *Domicilium citandi at executandi*: Domicilium citandi et executandi is a Latin legal term meaning the address nominated by a bidder in a legal contract where legal notices may be sent. Bidders are encouraged to update their addresses when they relocate their businesses and the preferred address on the CSD should be in line with the address on the Company Registration Document. It is the responsibility of the bidder to ensure that all physical addresses reflected either on the company registration document and CSD are not owing any municipal rates and taxes for more than three months including the Lessor's municipal account in case of lease. The rationale behind this requirement is the enhance revenue in RSA municipalities as enshrined on the Municipal Systems Act 32, 2000. Failure to attach is an immediate disqualification but failure to align addresses will not be a disqualifying factor, however all addresses reflected on the both the CSD and company registration document will be subjected to this requirement.	areas for more than 90 days (3 months)?		
10.	**<u>Forging of documents/certificates</u>** The City has noted that prospective bidders are allegedly submitting fraudulent and forged documents when bidding for tenders. Bidders are advised not to commit fraudulent activities and forge documents. The City will ensure that this Act is adhered to by reporting all abusers of the SCM system to SAPS and enlist them on the Register of Tender Defaulters as prescribed on	Section 34(1)(b) of the Prevention and Combating of Corrupt Activities Act 12 of 2004, stipulates that: *"any person who holds a position of authority and who knows or ought reasonably to have known or suspected that any other person has committed the offence of theft, fraud, extortion,* ***forgery*** *or uttering a forged document involving an amount of R100 000 or more, must report such knowledge or suspicion or cause such knowledge or suspicion to be reported to any police official".* Section 34(2) of the same Act stipulates that: *"subject to the provision of section 37(2), any person who fails to comply with subsection (1), is guilty of an offence".*	Are there any suspicious / alleged fraudulent or forged documents? If yes, has the matter been reported to the nearest SAPS following correct institutional protocol? Has the matter been registered with the Registrar to enable due processes and per the		

	section 29 of the Prevention and Combating of Corrupt Activities Act 12 of 2004. Abusers of the SCM system, amongst other penalties, may be restricted to do business with any Public Institutions for a period NOT exceeding 10 years (**see section 28 of this Act**).		Act? NB: The minutes of the BEC / BAC should detail all the elements of alleged fraud and forged documents.	
11.	Copy of Public Liability insurance. Only insurance covers from registered and authorized financial service providers will be accepted.	a) Public liability insurance may vary from one project to another on the basis of the level of risk and complexity of the project. Minimum cover to be determined by the BSC prior consultation with the project manager if deemed necessary.	If applicable, is the bidder compliant with the minimum cover stipulated in the bid document? Is the public liability insurance from a registered financial institution?	
12.	Recent audited / independently reviewed financial statements for three consecutive years. NB: if a company provides any financial statements in terms of section 29 of the Companies Act, such statements must comply with the provision of the Act.	a) Applicable to private companies that are not managed by its owners, if: - It compiles its financial statement internally and its public interest score is less than 100. - It has its financial statements compiled independently and its public interest score is between 100 and 349. - the public interest score is 350 points or more, is required for an audit to be conducted.	Has the bidder furnished MBD 5 as mandatory for all projects estimated to be in excess of R10 million? Has the bidder attached the relevant AFS as required by law and is it aligned with his/her declaration on MBD 5? False / mismatched / inconsistent declaration may lead to immediate disqualification.	
13.	Recent annual financial statement (AFS) for three consecutive years (unaudited AFS). NB: if a company provides any financial statements in terms of	a) Applicable to private companies with a public interest score of less than 100. b) If, with respect to a particular company, every person who is a holder of, or has a beneficial interest in, any securities issued by that company is	Has the bidders furnished MBD 5 as mandatory? Has the bidder attached the relevant AFS as	

	section 29 of the Companies Act, such statements must comply with the provision of the Act.	also a director of the company, that company is exempt from the requirements in this section to have its annual financial statements audited or independently reviewed. NB: An independent review will suffice if the company has opted to have its financial statement audited or is required by its Memorandum of Incorporation (MOI) to do so.	required by law in line with his/her declaration on MBD 5?	
14.	Functionality / Quality for evaluation of complex projects	a) Functionality test refers to evaluation of bidders on various aspects of the contract to establish if the bidders has the capabilities to execute the contract or not. The various aspect may include but not limited to: track record and experience on similar projects, human resource and their individual experience, financial capabilities, relevant technology, etc. NB: Functionality will not be compulsory for all projects but for complex projects. Functionality criteria will vary from one project to another.	Has the bidder met the minimum threshold on functionality in order to qualify for further evaluation on price and B-BBEE? Has the bidders been scored in line with the evaluation criteria set on the tender document? All portfolio of evidence attached and certified as stated on the bid document?	
15.	The Compensation for Occupation Injuries and Diseases Act 130 of 1993 (COIDA)	a) The COIDA provides for compensation for disablement caused by occupational injuries or diseases sustained or contracted by employees in the course of their employment, or for death resulting from such injuries or diseases, hence bidders are expected to attach COIDA certificates in line with their specialize area aligned to the type/nature of business.	If applicable, is the COIDA certification / letter of good standing attached, valid and reflects the nature of work in line with the scope of works?	

PART T2 RETURNABLE DOCUMENTS

PART T2: RETURNABLE DOCUMENTS

1. Failure to fully complete the **compulsory** returnable documents shall render such a tender offer unresponsive.
2. Tenderers shall note that their signatures appended to each returnable form **represents a declaration that they vouch for the accuracy and correctness of the information provided**, including the information provided by candidates proposed for the specified key positions.
3. Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a tenderer. **If subsequently any information is found to be incorrect such discovery shall be taken as willful misrepresentation by that tenderer to induce the contract**. In such event the Employer has the discretionary right under contract condition 9.2 to terminate the contract.

The Tenderer must complete the following returnable Schedules:

- **Returnable Schedules required for Tender evaluation purposes**

COMPULSORY TENDER DOCUMENTS	
FORM A	CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING
FORM B	RECORD OF ADDENDA TO TENDER DOCUMENTS
FORM C	PROPOSED AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES
FORM D	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022
FORM E	COMPULSORY DECLARATION
FORM F	MUNICIPAL DECLARATION AND RETURNABLE DOCUMENTS
FORM G	CERTIFICATE OF INDEPENDENT TENDER
FORM H	DECLARATION OF GOOD STANDING REGARDING TAX
FORM I	DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
FORM J	REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE
FORM K	DECLARATION OF TENDERER'S LITIGATION HISTORY
FORM L	AUTHORITY OF SIGNATORY
FORM M	SCHEDULE OF SPECIALIST SUBCONTRACTORS
FORM N	PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER
FORM O	SCHEDULE OF CURRENT COMMITMENTS
FORM P	REGISTRATION WITH CIDB
RETURNABLE FOR QUALITY CRITERIA	
FORM Q	COMPANY EXPERIENCE IN RELATION TO SCOPE OF WORKS
FORM R	PLANT & EQUIPMENT
FORM S	FINANCIAL RESOURCES
FORM T	MANAGERIAL CAPACITY, EXPERIENCE AND QUALIFICATIONS
CERTIFICATE FOR TENDER COMPLIANCE	
FORM U	SCHEDULE OF TENDER COMPLIANCE

COMPULSORY TENDER DOCUMENTS

BID NO: COM18/2025 PAVING OF ROAD FROM SHABANGU VIA MWAYI SUPERMARKET, MAGAMUSINI AND NGOBENI ROAD WARD 11.

FORM A: CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

Notes to Tenderer:

1. Unless the attendee's name, details and signature also appear on the attendance register this Certificate of Attendance shall not be accepted and the tenderer's offer shall be deemed non- responsive.

This is to certify that I, ...

representative of (tenderer) .....

of (address) .....

.....

.....

telephone number .....

fax number .....

e-mail .....

attended the clarification meeting on (date) .....

Signature of Representative: _____

Signature of Project Manager: _____

FORM B: RECORD OF ADDENDA TO TENDER DOCUMENTS (SIPDM)

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:

	Date	Title or Details
▪		
▪		
▪		
▪		
▪		
▪		
▪		
▪		
▪		

Attach additional pages if more space is required.

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

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

BID NO: COM18/2025 PAVING OF ROAD FROM SHABANGU VIA MWAYI SUPERMARKET, MAGAMUSINI AND NGOBENI ROAD WARD 11.

FORM C: PROPOSED AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES (SIPDM)

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

The Tenderer's attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer's handling of material deviations and qualifications.

(a) AMENDMENTS

Page, Clause or Item No	Proposed Amendment

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

(**This is not an invitation for alternatives** but should the Tenderer desire to make any departures for the provisions of this contract he shall set out his proposals clearly hereunder.

(b) ALTERNATIVES

Proposed Alternative	Description of Alternative

Note: (1) Individual alternative items that do not justify an alternative tender, and an alternative offer for time for completion should be listed here.

(2) In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc. and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender.

(3) Alternative tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main tender offer.

Signed ..... Date _____

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

BID NO: COM18/2025 PAVING OF ROAD FROM SHABANGU VIA MWAYI SUPERMARKET, MAGAMUSINI AND NGOBENI ROAD WARD 11.

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

BID NO: COM18/2025 PAVING OF ROAD FROM SHABANGU VIA MWAYI SUPERMARKET, MAGAMUSINI AND NGOBENI ROAD WARD 11.

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

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

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

(a) Price; and

(b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

Item no.	The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1.	100% Black owned enterprises within the definition of the HDI	2	
2.	At least 30% women owned enterprises	2	
3.	At least 30% youth owned enterprises	2	
4.	At least 30% enterprises people living with disabilities	2	
5.	Enterprises regarded as EMEs located within the City of Mbombela	2	
6	Enterprise who will sub-contract minimum of 30% of the contract value to EME's in the ward or local communities where the services to be rendered of works to be undertaken (Bidders shall list sub-contracting works or items)	2	
7	Corporate Social Investment (CSI) Plan. (see notes below)	5	
8	B-BBEE level 1 contribution (SANAS verified B-BBEE certificate for generic enterprise, and for EME and SME a sworn affidavit or CIPC issued certificate confirming annual turnover and level of Black Ownership	3	

The City will utilise the CSD report for the above-mentioned information

Corporate Social Investment (CSI)

NB: The minimum total value of the CSI should not be less than 2% of the total project value excluding vat and contingencies. The CSI project should be delivered concurrently with the project. The final product should be delivered prior to the issuing of completion certificate. The nature of the CSI project must benefit the community at large. (1 page, Arial font size 12) Prospective bidders will be expected to provide the City with a written explanation on how to implement the Corporate Service Investment on that particular ward, community or region. The investment must benefit the community at large. In order to claim points, a detailed one page report must be included in the list of returnable documents. The corporate social investment initiates must be implemented by the company/successful bidder. The final details of the CSI project will be finalized prior to the signing of the contract in consultations with relevant stakeholders.

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…….

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have

(a) disqualify the person from the tendering process;

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

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

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

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

4 Declaration

The tenderer declares that

a) the tendering entity is a level contributor as stated in the submitted evidence of qualification as at the closing date for submissions

b) the tendering entity has been measured in terms of the following code (tick applicable box)

□ Generic code of good practice

□ Other – specify .....

c) the contents of the declarations made in terms of a) and b) above are within my personal knowledge and are to the best of my belief both true and correct

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the tenderer, confirms that he / she understands the conditions under which such preferences are granted and confirms that the tenderer satisfies the conditions pertaining to the granting of tender preferences.

Signature: .....

Name: .....

Duly authorised to sign on behalf of: .....

Telephone: .....

Fax: ..... Date: .....

Name of witness ..... Signature of witness .....

Note:

1) Failure to complete the declaration will lead to the rejection of a claim for a preference.
2) Supporting documentation of the abovementioned claim for a preference must be submitted with the tender submission to be eligible for a preference. (see Clause 5.11.8 in Tender Data)

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....
DATE: .....

ADDRESS: .....

.....

.....

.....

BID NO: COM18/2025 PAVING OF ROAD FROM SHABANGU VIA MWAYI SUPERMARKET, MAGAMUSINI AND NGOBENI ROAD WARD 11.

FORM E: COMPULSORY DECLARATION (SIPDM) (GBD 4)

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

Section 1: Enterprise Details

Name of Enterprise

Name of enterprise:	
Contact person:	
Email:	
Telephone:	
Cell no	
Fax:	
Physical address	
Postal address	

Section 2: Particulars of companies and close corporations Company / Close Corporation registration number.

Section 3: SARS Information

Tax reference number	
VAT registration number	*State Not registered if Not Registered for VAT*

Section 5: National Treasury Central Supplier Database

Supplier number	
Unique registration reference number	

Section 6: Particulars of principals

principal: means a natural person who is a partner in a partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act No. 71 of 2008) or a member of a close corporation registered in terms of the Close Corporation Act, 1984, (Act No. 69 of 1984).

Full name of principal	Identity number	Personal tax reference number

*insert separate page if necessary

BID NO: COM18/2025 PAVING OF ROAD FROM SHABANGU VIA MWAYI SUPERMARKET, MAGAMUSINI AND NGOBENI ROAD WARD 11.

Section 7: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any principal is currently or has been within the last 12 months in the service of any of the following:

a) a member of any municipal council ☐

b) a member of any provincial legislature ☐

c) a member of the National Assembly or the National Council of Province ☐

1. a member of the board of directors of any municipal entity ☐
2. an official of any municipality or municipal entity ☐

an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999) ☐

member of an accounting authority of any national or provincial public entity ☐

an employee of Parliament or an employee of Parliament or a provincial legislature ☐

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

Name of principal	**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 8: Record of family member in the service of the state

family member: a person's spouse, whether in a marriage or in a customary union according to indigenous law, domestic partner in a civil union, or child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption.

Indicate by marking the relevant boxes with a cross, if any family member of a principal as defined in section 5 is currently or has been within the last 12 months been in the service of any of the following:

d) a member of any municipal council ☐

e) a member of any provincial legislature ☐

f) a member of the National Assembly or the National Council of Province ☐

3. a member of the board of directors of any municipal entity ☐
4. an official of any municipality or municipal entity ☐

an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999) ☐

member of an accounting authority of any national or provincial public entity ☐

an employee of Parliament or an employee of Parliament or a provincial legislature ☐

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

Name of principal	**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 9: Record of termination of previous contracts with an organ of state

Was any contract between the tendering entity including any of its joint venture partners terminated during the past 5 years for reasons other than the employer no longer requiring such works or the employer failing to make payment in terms of the contract.

☐ Yes ☐ No (Tick appropriate box)

If yes, provide particulars (insert separate page if necessary)

Section 10: Declaration

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the tendering entity confirms that the contents of this Declaration are within my personal knowledge, and save where stated otherwise in an attachment hereto, are to the best of my belief both true and correct, and:

neither the name of the tendering entity or any of its principals appears on:

a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004).

National Treasury's Database of Restricted Suppliers (see www.treasury.gov.za)

ii) neither the tendering entity of any of its principals has within the last five years been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa);

iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);

iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers

v) has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract etc.) or intention to not win a tender;

vi) has no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;

vii) neither the tenderer or any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity and are not in arrears for more than 3 months;

SARS may, on an on-going basis during the term of the contract, disclose the tenderer's tax compliance status to the Employer and when called upon to do so, obtain the written consent of any subcontractors who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by the National Treasury, for SARS to do likewise.

Signed: _____ Date: _____

Name: _____ Position: _____

NOTE 1 The Standard Conditions of Tender contained in SANS 10845-3 prohibits anticompetitive practices (clause 3.1) and requires that tenderers avoid conflicts of interest, only submit a tender offer if the tenderer or any of his principals is not under any restriction to do business with employer (4.1.1) and submit only one tender either as a single tendering entity or as a member in a joint venture (clause 4.13.1). Clause 5.7 also empowers the Employer to disqualify any tenderer who engages in fraudulent and corrupt practice. Clause 3.1 also requires tenderers to comply with all legal obligations.

NOTE 2: Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of the public administration (i.e. organs of state and all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed in schedule 2 of the Public Service Act, and provincial government components listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public Service Act of 1994 or persons performing similar functions in organs of state from conducting business with the State or to be a director of a public or private company conducting business with the State. The offence for doing so is a fine or imprisonment for a period not exceeding 5 years or both. It is also a serious misconduct which may result in the termination of employment by the employer.

NOTE 3: Regulation 44 of Supply Chain Management regulations issued in terms of the Municipal Finance Management Act of 2003 requires that organs of state and municipal entities not award a contract to a person who is the service of the state, a director, manager or principal shareholder in the service of the state or who has been in the service of the state in the previous twelve months.

NOTE: 4: Regulation 45 of Supply Chain Management regulations requires a municipality or municipal entity to disclose in the notes to the annual statements particulars of any award made to a close family member in the service of the state.

NOTE: 5 Corrupt activities which give rise to an offence in terms of the Prevention and Combating of Corrupt Activities Act of 2004) include improperly influencing in any way the procurement of any contract, the fixing of the price, consideration or other moneys stipulated or otherwise provided for in any contract and the manipulating by any means of the award of a tender.

NOTE: 6 Section 4 of the Competition Act of 1998 prohibits restrictive horizontal practice including agreements between parties in a horizontal relationship which have the effect of substantially preventing or lessening competition, directly or indirectly fixing prices or dividing markets or constitute collusive tendering. Section 5 also prohibits restrictive vertical practices. Any restrictive practices that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.

BID NO: COM18/2025 PAVING OF ROAD FROM SHABANGU VIA MWAYI SUPERMARKET, MAGAMUSINI AND NGOBENI ROAD WARD 11.

ATTACH THE FOLLOWING DOCUMENTS TO THIS PAGE

- **For Closed Corporations**

CK1 or CK2 as applicable (Founding Statement) Certified Copies of the ID's of the Directors Certified Shareholders Certificate

- **OR**

- **For Companies**

A copy of the Certificate of Incorporation Certified Copies of the ID's of the Directors, and Certified shareholders' register

- **OR**

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

- **OR**

- **For Partnership**

1. Copies of the ID's of the partners

- **OR**

- **One person Business / Sole trader**

2. Copy of ID

BID NO: COM18/2025 PAVING OF ROAD FROM SHABANGU VIA MWAYI SUPERMARKET, MAGAMUSINI AND NGOBENI ROAD WARD 11.

FORM F: MUNICIPAL DECLARATION AND RETURNABLE DOCUMENTS

(SIPDM)

The following particulars must be furnished in relation to tenders for municipalities and municipal entities where:

a) contractors are required; and

b) goods, services or a combination thereof where the estimated total of the prices exceeds R 10 million including VAT.

In the case of a joint venture, separate municipal declarations and returnable documents shall be submitted in respect of each partner.

Section 1: Enterprise Details / Name of enterprise:

Name of enterprise:	
Contact person:	
Email:	
Telephone:	
Cell no	
Fax:	
Physical address	
Postal address	

Section 2: Declaration for Contractor's services:

The enterprise has been awarded the following contract services by an organ of state during the last five years.

Name of organ of state	Estimated value of contracts	Nature of service e.g. quantity surveying	Service number similar to required service (yes / no)?

Attach separate page as necessary

BID NO: COM18/2025 PAVING OF ROAD FROM SHABANGU VIA MWAYI SUPERMARKET, MAGAMUSINI AND NGOBENI ROAD WARD 11.

Section 3: Goods, services or a combination thereof where the estimated total of the prices exceeds R 10 million including VAT

I / we certify that

1) (tick one of the boxes):

☐ the enterprise is not required by law to prepare annual financial statements for auditing.

☐ the enterprise is required by law to have audited annual financial statements and attached the audited financial statements for the past three financial years, or since the establishment as the enterprise was established within the past three years.

2) the enterprise and its directors has / have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days (i.e.: all municipal accounts are paid up to date) Attach Municipal Utility Account;

3) source of goods and / or services:

(tick one of the boxes and insert percentages if applicable):

☐ goods and / or services are sourced only from within the Republic of South Africa

☐ ☐ % of the total cost of goods and / or services will be sourced from outside the Republic of South Africa and the percentage of payment from the municipality or municipal entity which is expected to be transferred out of the Republic is ☐ %

I furthermore confirm that the following contracts were awarded to the enterprise by an organ of state during the last five years and attached particulars of any material non-compliance or dispute concerning the execution of such contracts:

Name of organ of state	**Estimated number of contracts**	**Nature of contracts**

*Attach separate page as necessary

I, the undersigned who warrants that I am duly authorised on behalf of the tendering entity, hereby declare that the contents of this Declaration are within my personal knowledge, and save where stated otherwise are to the best of my belief both true and correct.

Signed: _____ Date: _____

Name: _____ Position: _____

BID NO: COM18/2025 PAVING OF ROAD FROM SHABANGU VIA MWAYI SUPERMARKET, MAGAMUSINI AND NGOBENI ROAD WARD 11.

ATTACHED HERETO AN ORIGINAL OR CERTIFIED COPY OF THE MUNICIPAL UTILITY ACCOUNT NOT OLDER THAN 6 WEEKS

BID NO: COM18/2025 PAVING OF ROAD FROM SHABANGU VIA MWAYI SUPERMARKET, MAGAMUSINI AND NGOBENI ROAD WARD 11.

FORM G: CERTIFICATE OF INDEPENDENT TENDER (GBD 9)

Notes to tenderer:

a) This certificate conforms to Treasury Regulation 16A9 and the requirement of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, that 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 tendering.

b) Collusive tendering is a conspiracy between businesses that would normally be expected to compete, to agree not to compete, in a tender process.

c) This certificate serves as a declaration by the tenderer that the tender submitted is free from any collusion with a competitor.

- **CERTIFICATE OF INDEPENDENT TENDER DETERMINATION**

I, the undersigned, in submitting the accompanying tender:

_____

(Tender Number and Description) in response to the invitation for the tender 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 Tenderer)

i) I have read and I understand the contents of this Certificate;

ii) I understand that the accompanying tender will be disqualified if this Certificate is found not to be true and complete in every respect;

iii) I am authorized by the tenderer to sign this Certificate, and to submit the accompanying tender, on behalf of the tenderer;

iv) Each person whose signature appears on the accompanying tender has been authorized by the tenderer to determine the terms of, and to sign, the tender, on behalf of the tenderer;

v) For the purposes of this Certificate and the accompanying tender, I understand that the word “competitor” shall include any individual or organization, other than the tenderer, whether or not affiliated with the tenderer, who:

(a) has been requested to submit a tender in response to this tender invitation;

(b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and

(c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer

vi) The tenderer has arrived at the accompanying tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.

vii) 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 tender;
e) the submission of a tender which does not meet the specifications and conditions of the tender; or
f) bidding with the intention not to win the tender.

viii) 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 tender invitation relates.

ix) The terms of the accompanying tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.

x) I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders 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
Capacity under which Tender is Signed	Name of Tenderer

BID NO: COM18/2025 PAVING OF ROAD FROM SHABANGU VIA MWAYI SUPERMARKET, MAGAMUSINI AND NGOBENI ROAD WARD 11.

FORM H: DECLARATION OF GOOD STANDING REGARDING TAX (GBD 2)

ATTACH VALID TAX COMPLIANCE STATUS (TCS)

The Tax Compliance Status (TCS) must be submitted together with the tender. Failure to submit the above-mentioned documentation will result in the invalidation of the tender.

In tenders where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Compliance Status (TCS) PIN

BID NO: COM18/2025 PAVING OF ROAD FROM SHABANGU VIA MWAYI SUPERMARKET, MAGAMUSINI AND NGOBENI ROAD WARD 11.

FORM I: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (GBD 8)

Notes to tenderer:

1. This tender document must form part of all tenders invited.
2. This form serves as a declaration to be used by institutions 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 tender of any tenderer may be disregarded if that tenderer or any of its directors have;
   a. abused the institution's supply chain management system;
   b. committed fraud or any other improper conduct in relation to such system;
   c. failed to perform on any previous contract.
4. In order to give effect to the above, the following questionnaire must be completed and submitted with this tender.

Item	Question	Yes	No
4.1	**Is the tenderer 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 *audi alteram partem* rule was applied).** **The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	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)? **for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	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 ☐
4.3.1	If so, furnish particulars:		

4.4	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 ☐
4.4.1	If so, furnish particulars:		
4.5	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 comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

- **CERTIFICATION**

I, THE UNDERSIGNED (FULL NAME) ……

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS 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
Capacity under which Tender is Signed	Name of Tenderer

FORM J: REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE

The tenderer shall provide a printed copy of the Active Supplier Listing on the National Treasury Central Supplier Database. (www.treasury.gov.za). Tenderers who are not registered on the Central Supplier Database should attach proof of their application for registration (refer to Tender Data Clause 4.1). In the case of a Joint Venture, a printed copy of the Active Supplier Listing must be provided for each member of the Joint Venture.

Name of Contractor:

.....

Central Supplier Database Supplier Number:

.....

-

- ***Affix Proof of the National Treasury Central Supplier Database to this page***
- ***(Full CSD required, not summary)***

BID NO: COM18/2025 PAVING OF ROAD FROM SHABANGU VIA MWAYI SUPERMARKET, MAGAMUSINI AND NGOBENI ROAD WARD 11.

FORM K: DECLARATION OF TENDERER'S LITIGATION HISTORY

Does the tenderer have any litigation with which tenderer (including its directors, shareholders or other senior members in previous companies) have been involved with any organ of state or state department within the last ten years?

YES	NO

- **If yes, furnish your details in table below.**

NB: It is compulsory for all bidders to sign this form

The tenderer shall list below details of any litigation with which the tenderer (including its directors, shareholders or other senior members in previous companies) has been involved with any organ of state or state department within the last ten years. The details must include the year, the litigating parties, the subject matter of the dispute, the value of any award or estimated award if the litigation is current and in whose favour the award, if any, was made.

Client	Other Litigating Party	Dispute	Award Value	Date Resolved

Signature

Date

Capacity under which Tender is Signed

Name of Tenderer

BID NO: COM18/2025 PAVING OF ROAD FROM SHABANGU VIA MWAYI SUPERMARKET, MAGAMUSINI AND NGOBENI ROAD WARD 11.

FORM L: AUTHORITY OF SIGNATORY

Details of person responsible for tender process:

Name: ----------

Contact number: ----------

Office address: ----------

Signatories for close corporations and companies shall confirm their authority by attaching to this form **a duly signed and dated original or certified copy on the Company Letterhead** of the relevant resolution of their members or their board of directors, as the case may be.

PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:

"By resolution of the board of directors passed on *(date)*

Mr……

has been duly authorized to sign all documents in connection with the Tender for Contract Number/Name

……and any Contract which may arise there from on behalf of

……

(BLOCK CAPITALS) SIGNED ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS .....……

DATE .....……

FULL NAMES OF SIGNATORY ……

SIGNATURE .....……

AS WITNESSES: 1. NAME …… SIGNATURE ……

2. NAME …… SIGNATURE ……

- **PRO-FORMA FOR JOINT VENTURES:**

Certificate of Authority for Joint Ventures

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize…… Mr./Ms ……., authorized signatory of the company....., acting in the capacity of lead partner, to sign all documents in connection with the tender offer an any contract resulting from it on our behalf.

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

BID NO: COM18/2025 PAVING OF ROAD FROM SHABANGU VIA MWAYI SUPERMARKET, MAGAMUSINI AND NGOBENI ROAD WARD 11.

ATTACHED HERETO THE DULY SIGNED AND DATED <u>ORIGINAL</u> OR <u>CERTIFIED</u> COPY OF AUTHORITY OF SIGNATORY ON COMPANY LETTERHEAD

FORM M: SCHEDULE OF SPECIALIST SUBCONTRACTORS

- **Notes to tenderer:**

1. The tenderer shall list below the specialist items of work on this contract. Alternatives may be mentioned.
2. The tenderer shall state whether he intends to carry out any specialised work himself.

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

SPECIALISED ITEM	**INDICATE IF SUB-CONTRACTED (Tick correct option)**	
	YES	NO

In order to complete the Works under this Contract, I/we propose to employ the following sub-contractors to carry out the portion/type of work as detailed. **Affix Original or Certified proof of 3 previous projects for each sub-contractor.**

(Note: All proposed sub-contractors must be listed).

Sub-contractor: Name, Address and Telephone No.	**Portion/type of work to be undertaken**	
_____ _____ (____)_____		**Previous value of work:** **Previous Experience:**
_____ _____ (____)_____		**Previous value of work:** **Previous Experience:**

_____ _____ (____)_____		**Previous value of work:** **Previous Experience:**
_____ _____ (____)_____		**Previous value of work:** **Previous Experience:**

FORM N: PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER

Notes to tenderer:

1. Discovery that the tenderer has failed to make proper disclosure may result in the City of Mbombela terminating a contract that flows from this tender on the ground that it has been rendered invalid by the tenderer's misrepresentation.

2. The tenderer shall attach to this Form evidence that he is registered and in good standing with the compensation fund or with a licensed compensation insurer who is approved by Department of Labour in terms of section 80 of the Compensation for Injury and Disease Act 1993 (COID) (Act 130 of 1993).

- ***Affix certified Proof of Good Standing with Compensation Commissioner to this page as per the required CIDB Grading***

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BID NO: COM18/2025 PAVING OF ROAD FROM SHABANGU VIA MWAYI SUPERMARKET, MAGAMUSINI AND NGOBENI ROAD WARD 11.

FORM O: SCHEDULE OF CURRENT COMMITMENTS

Notes to tenderer:

(a) The tenderer shall list below all contracts currently under construction or awarded and about to commence and tenders for which offers have been submitted but awards not yet made.
(b) In the event of a joint venture enterprise, details of all the members of the joint venture shall similarly be attached to this form.
(c) The lists must be restricted to not more than 5 contracts and 5 tenders. If a tenderer's actual commitments or potential commitments are greater than 5 each, those listed should be in descending order of expected final contract value or sum tendered.

Contracts Awarded				
Employer	Project	Expected Value of contract (Inclusive of VAT)	Durations (Months)	Expected Completion Date

Tenders not Yet Awarded				
Employer	Project	Tendered Amount (Inclusive of VAT)	Tendered Durations (Months)	Expected Commencement Date

Signature

Date

Capacity under which Tender is Signed

Name of Tenderer

FORM P: REGISTRATION WITH CIDB

The tenderer shall provide a printed copy of the Active Contractor's Listing off the CIDB website. (www.cidb.org.za). Tenderers whose CIDB registration expires within 21 days after close of tender should attach proof of their application for re-registration (refer to Tender Data Clause 4.1). In the case of a Joint Venture, a printed copy of the Active Contractor's Listing must be provided for each member of the Joint Venture.

Name of Contractor: .....

Contractor Grading Designation: .....

CIDB Contractor Registration Number: .....

Expiry Date: .....

RETURNABLES FOR QUALITY CRITERIA

BID NO: COM18/2025 PAVING OF ROAD FROM SHABANGU VIA MWAYI SUPERMARKET, MAGAMUSINI AND NGOBENI ROAD WARD 11.

FORM Q: COMPANY EXPERIENCE IN RELATION TO SCOPE OF WORKS

The Tenderer will receive a maximum of 50 points based on information provided in this schedule.

The following is a statement of work of similar nature and size (roads projects) recently successfully executed by myself/ Ourselves:

1 Points will be given for projects completed of similar nature and size in roads.

2 The tenderer scores **5 points** per project with a value of more than R10 million but less than R20 million, completed in the last 7 years.

3 The tenderer scores **8 points** per project with a value of more than R20 million but less than R30 million completed in the last 7 years.

4 The tenderer scores **10 points** per project with a value of more than R30 million completed in the last 7 years.

5 The tenderer may attach not more than 5 projects of similar nature and size.

6 The maximum Quality points for each criterion are listed below.

7 Points for appointment letters and completion certificates attached will be given for similar projects.

8 Failure to submit all relevant information per project will result in the forfeiture of all points for that relevant project.

9 The experience of the Tenderer or joint venture partners in a consortium will be evaluated based on experience in similar projects or similar areas and conditions in relation to the scope of work required for this project.

10 Documents requested above must be certified and not older than 3 months. Failure to adhere to the directive zero points will be allocated.

NB: Similar project (construction of roads, excluding maintenance)

Certified Appointment letter as well as Completion Certificate (signed by client/ engineer and contractor) of Relevant Work (to be attached – zero points if both is not attached)	**Consulting Engineer: Contact Person and Telephone Number**	**Employer: Contact Person and Telephone Number**	**Value of Work** (inclusive of VAT)	**Date Completed (Attach Certified Completion Certificate)**
*Attach additional pages if more space is required		Total Points		

BID NO: COM18/2025 PAVING OF ROAD FROM SHABANGU VIA MWAYI SUPERMARKET, MAGAMUSINI AND NGOBENI ROAD WARD 11.

FORM R: PLANT & EQUIPMENT

The tenderer will receive a maximum of 15 points based on information provided in this schedule.

1. The following are lists of major items of relevant equipment that I / we presently own or lease and will have available for this contract or will acquire or hire for this contract if my / our tender is accepted.

2. The tenderer will receive Quality points for listing of plant available for this specific contract as follows:
   - Major plant for construction works if well identified and 100% is owned and available at start of contract maximum points will be as stated in allocated points if owned column.
   - 50% or half points will be allocated for hired plant as indicated in the plant column on the table below.
   - Points for the plant correctly identified and owned will be calculated according to the allocated points based on the quantities under the Quantities Required column.
3. Proof of ownership to be submitted. Certified copies of motor vehicle license (MVLX) or motor vehicle license and license disc (MVL1) or certificate of registration (RC1) or any valid document issued by the department of transport (where applicable**). Invoices for equipment that are not traveling on the road will be accepted as proof of ownership (where applicable*). The invoice must be in the name of the bidding company or director(s).

Description, size, capacity, etc.	**Allocate Points if owned**	**Allocate Points if hired**	**Quantity Required**	**Quantity owned**	**Points Scored**
Motor grader (Cat 14H or Similar)**	4.0	2.0	1		
Excavator (20 ton)*	2.0	1.0	1		
Water Tanker (8000 Litres)**	2.0	1.0	1		
Smooth Drum Vibratory Roller (10 ton or above)*	1.0	0.5	1		
Tamping Foot Vibratory Roller (10 ton or above)*	2.0	1.0	1		
Tipper Truck (10 m3 or above)**	2.0	1.0	4		
TLB (48 kw Capacity)**	2.0	1.0	1		
Total	**15.0**	**7.5**			
Total Points Allocated					

*Attached additional pages if more space is required.

BID NO: COM18/2025 PAVING OF ROAD FROM SHABANGU VIA MWAYI SUPERMARKET, MAGAMUSINI AND NGOBENI ROAD WARD 11.

FORM S: FINANCIAL RESOURCES BANKING INFORMATION

The tenderer will receive a maximum of 10 points based on information provided in this schedule.

Bank rating: A = 10 POINTS

B = 6 POINTS

C = 4 POINTS

NB: the bank rating must be based on the amount reflected on the form of offer. No points will be allocated on the rating below the tendered amount. The City reserves the right to verify the information with the Financial Service Provider. In case of a JV, Consortium or partnership only the details of the lead partner will be considered

DETAILS OF TENDERERS BANKING INFORMATION

Notes to tenderer:

- The tenderer shall attach to this form a letter of intent for 10% bank guarantee.
- In the event that the tenderer is a joint venture enterprise, the bank guarantee will be expected from the Lead Partner.

BANK NAME:	
ACCOUNT NAME: *(e.g. ABC Civil Construction cc)*	
ACCOUNT TYPE: *(e.g. Savings, Cheque etc.)*	
ACCOUNT NO:	
ADDRESS OF BANK:	
CONTACT PERSON:	
TEL. NO. OF BANK / CONTACT:	
How long has this account been in existence:	0-6 months ☐ 7-12 months ☐ 13-24 months ☐ More than 24 months ☐ (Tick which is appropriate)

FORM S: FINANCIAL RESOURCES DECLARATION OF PROCUREMENT ABOVE R 10 MILLION (MBD5)

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

- Are you by law required to prepare annual financial statements for auditing?

  - **YES / NO**

1.1. If yes, submit audited financial statements for the past three years or since the date of establishment if established during the past three years.

……..

……..

2. Do you have any outstanding undisputed commitments for municipal services towards any municipal for more than three months or any other service provider in respect of which payments is overdue for more than 30 days?

  - **YES / NO**

……

……

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

……

……

2.2 If yes, please provide particulars

……

……

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

  - **YES / NO**

……

……

a. If yes, furnish particulars

……

……

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

- **YES / NO**

4.1 If yes, furnish particulars

……

……

CERTIFICATION

- **I, THE UNDERSIGNED (NAME) ……...……..…**

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

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

Signature	Date
Capacity under which Tender is Signed	Name of Tenderer

BID NO: COM18/2025 PAVING OF ROAD FROM SHABANGU VIA MWAYI SUPERMARKET, MAGAMUSINI AND NGOBENI ROAD WARD 11.

FORM S: FINANCIAL RESOURCES
DOCUMENTATION OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE

*The Tenderer must attach hereto an **Original Letter** from a financial institution with whom he has made the necessary arrangements, to the effect that the said financial institution will be prepared to provide the required performance guarantee when asked to do so. (Letter of Intent)*

- ***A Pro forma follows herewith for the tenderer to use.***

PRO-FORMA FOR A PERFORMANCE GUARANTEE PERFORMANCE GUARANTEE

Employer

(Name and Address) _____

_____

Contract No _____

Contract Title _____

WHEREAS _____

(hereinafter referred to as "the Employer") entered into, a Contract with:

_____

(hereinafter called "the Contractor") on the_____day of_____20 _____ for the construction of (Contract Title)

_____

at _____

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 of such Contract by the Contractor;

AND WHEREAS WE _____ (hereinafter referred to as the Guarantor") 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 Debtor to the Employer under renunciation of the benefits of division and exclusion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

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

2) This guarantee shall be limited to 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.

However, upon receipt by us of an authenticated copy of the Certificate of Completion in terms of the Contract, the amount of liability shall be reduced by 50% which shall be in force until the issue of the Final Approval Certificate at expiry of the Defects Liability Period

This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of Completion

4) 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 of liquidated,

5) Our total liability hereunder shall not exceed the sum of

_____

_____ (in words)

R _____(in figures)

(10% of the tender sum) that amount I/we agree to hold at your disposal.

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

I/We declare that I/we, on behalf of the Guarantor, waive the legal exceptions available to a guarantor and undertake to pay the said amount or such portion thereof as may be demanded, immediately on receipt of a written demand from you.

A certificate under your hand shall be sufficient and satisfactory evidence as to the amount of the Guarantor's liability for the purpose of enabling provisional sentence or any similar relief to be obtained against the Guarantor.

This guarantee is neither negotiable nor transferable, and must be surrendered to the Guarantor in the event of the full amount of the Guarantee being paid to the Employer.

7) I/We hereby choose our address for the serving of all notices for all purposes arising here from as

_____

_____

IN WITNESS WHERE OF this guarantee has been executed by us at _____

_____ on the _____ day of _____ 20

As witness:

1. _____ Signature _____

2. _____ Signature _____

Duly authorized to sign on behalf of
(Guarantor) _____

Address _____

_____

_____

FORM T: KEY PERSONNEL EXPERIENCE AND QUALIFICATIONS

The Tenderer will receive a maximum of 25 points based on information provided in this Schedule

Notes to tenderer:

1. The intention of this form is to demonstrate the tenderer's project structure, as well as the lines of responsibility between members of the project team and the overall company structure. Attach own organogram to this form.
2. State the city or town where the company's head office is located. The locality of regional or satellite offices, regardless of degree of autonomy or size is not required. Only submit the number of offices other than the head office. Do not count offices outside RSA.
3. For all foreign nationals must attach SAQA accreditation and certified proof of work permit

CONSTRUCTION PERSONNEL

i) Contracts Manager (5 Points)

Contract manager is required to have a minimum of NQF Level 7 in Civil engineering or equivalent and a minimum of 07 years in roads construction, and who is registered with SACPCMP as Pr.CM/ Pr.CPM or ECSA as Pr.Eng or Pr.Eng.Tech shall be required as a minimum, as indicated below.
:

YEARS (EXPERIENCE)	7	8	9	10	11
POINTS	1	2	3	4	5

ii) Site Agent (10 Points)

Site Agent is required to have a N.D Civil engineering or above; or equivalent to a NQF 6 qualification and a minimum of 07 years in roads construction, as indicated below:

YEARS (EXPERIENCE)	7	8	9	10	11
POINTS	2	4	6	8	10

iii) Site Foreman (5 Points)

Site Foreman on permanent/contract basis, with at least NQF 4 qualification or related qualification with experience in roads projects of not less than seven (7) years. Points will be allocated on a pro-rata basis for experience between 7 to 10 years, as indicated below:

YEARS (EXPERIENCE)	7	8	9	10
POINTS	2	3	4	5

iv) Safety Officer (5 Points)

Safety officer on permanent/contract basis, to have a minimum qualification of Safety Management Training Course (SAMTRAC) or National Diploma in Safety Management or equivalent minimum NQF Level 5 qualification with a valid certificate issued by SACPCMP for registration as CHSO and with experience in road projects of not less than three (3) years. Points will be allocated on a pro-rata basis for experience between 3 to 5 years, as indicated below:

YEARS (EXPERIENCE)	3	4	5
POINTS	2	3	5

Experience	Points
Provide detailed CVs, certified ID copy and qualifications for all Key Personnel for each category stated above.	**25**

N.B Points to be allocated based on the relevant experience provided in the CV's. The appointed contractor is to provide such personnel as attached or one with equivalent qualifications and experience. Failure to do so will result to termination of contract

Roads – Roads Projects

BID NO: COM18/2025 PAVING OF ROAD FROM SHABANGU VIA MWAYI SUPERMARKET, MAGAMUSINI AND NGOBENI ROAD WARD 11.

ATTACH CV'S, CERTIFIED ID AND QUALIFICATIONS OF KEY PERSONNEL TO THIS PAGE

- **Note: Only CV's and Certified Qualifications of Key personnel that were named and shown on the organogram to be attached.**

COMPETENCE ACHIEVEMENT SCHEDULE (QUALITY)

		MAXIMUM POINTS TO BE ALLOCATED	POINTS CLAIMED BY TENDERER	ALLOCATED POINTS
Company Experience:	Form Q	50		
Plant and Equipment:	Form R	15		
Financial References:	Form S	10		
Key Personnel:	Form T	25		
	Sub- Total	100		
	TOTAL	**100**		

Note:

Total allocated for Quality is 100 points. The minimum threshold required to qualify for the next stage of evaluation is 70 points. Only those tenders that achieve the minimum number will proceed to the price and preference evaluation stage**.**

SUPPLY CHAIN POLICY USING 80/20 SPECIFIC GOALS

1	MAXIMUM POINTS TO BE ALLOCATED
Price	**80**
Specific Goals	**20**
TOTAL	**100**

FORM U: SCHEDULE OF TENDER COMPLIANCE

Note to tenderer:

This Table has been created as an aid to ensure a tenderer's compliance with the completion of the returnable forms and schedules and subsequent placement in the correct envelope.

FORM NO / GBD NO	FORM DESCRIPTION	TICK IF COMPLETED
A	CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING	
B	RECORD OF ADDENDA TO TENDER DOCUMENTS	
C	PROPOSED AMENDMENTS AND QUALIFICATIONS	
D	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022	
E	COMPULSORY DECLARATION	
F	MUNICIPAL DECLARATION AND RETURNABLE DOCUMENTS	
G	CERTIFICATE OF INDEPENDENT TENDER	
H	DECLARATION OF GOOD STANDING REGARDING TAX	
I	DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	
J	REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE	
K	DECLARATION OF TENDERER'S LITIGATION HISTORY	
L	AUTHORITY OF SIGNATORY	
M	SCHEDULE OF SPECIALIST SUBCONTRACTORS	
N	PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER	
O	SCHEDULE OF CURRENT COMMITMENTS	
P	REGISTRATION WITH CIDB	
Q	COMPANY EXPERIENCE IN RELATION TO SCOPE OF WORKS	
R	PLANT & EQUIPMENT	
S	FINANCIAL RESOURCES	
T	KEY PERSONNEL, EXPERIENCE AND QUALIFICATIONS	

THE CONTRACT

PART C1	AGREEMENT AND CONTRACT DATA
PART C2	PRICING DATA
PART C3	SCOPE OF WORKS
PART C4	SITE INFORMATION

PART C1 AGREEMENT AND CONTRACT DATA

CONTENTS **PAGE(S)**

C1.1	FORM OF OFFER	C1.1-1
C1.2	FORM OF ACCEPTANCE	C1.2-1
C1.3	SCHEDULE OF DEVIATIONS	C1.3-1
C1.4	CONTRACT DATA .....……	C1.4-1 to C1.4-6
C1.5	PERFORMANCE GUARANTEE	C1.5-1 to C1.5-4
C1.6	AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)	C1.6-1 to C1.6-3
C1.7	CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)	C1.7-1 to C1.7-2

C1.1 FORM OF OFFER

C1.2 FORM OF ACCEPTANCE

C1.3 SCHEDULE OF DEVIATIONS

BID NO: COM18/2025 PAVING OF ROAD FROM SHABANGU VIA MWAYI SUPERMARKET, MAGAMUSINI AND NGOBENI ROAD WARD 11.

OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **PAVING OF ROAD FROM SHABANGU VIA MWAYI SUPERMARKET, MAGAMUSINI AND NGOBENI ROAD WARD 11**

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the tender returnables 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 any value added tax or sales tax which the law requires the employer to pay, is _____

_____(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 terms of the conditions of the contract identified in the contract data.

for the TENDERER

Signature: _____

Name: _____

Capacity: _____

Witness:

Name: _____

Signature:_____

Date: _____

C 1.1: FORM of OFFER

C1.2: FORM of ACCEPTANCE

ACCEPTANCE

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

The terms of the contract, are contained in:

Part C 1: Agreements and contract data, (which includes this agreement) Part C 2:

Pricing data
Part C 3: Scope of work.
Part C 4: 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 securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five 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.

for the EMPLOYER

Signature: _____ Date: _____

Name: _____

Capacity: _____

Witness:

Name: _____

Signature:_____ Date: _____

C1.3: SCHEDULE of DEVIATIONS

1 Subject
Details
2 Subject
Details
3 Subject
Details
4 Subject
Details

By 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 returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

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

for the TENDERER

Signature: _____

Name: _____

Capacity: _____

for the EMPLOYER

Name: _____

Signature: _____ Date: _____

Capacity: _____

Witness:

Name: _____

Signature:_____ Date: _____

C1.4 CONTRACT DATA

C1.4: CONTRACT DATA

- **CONDITIONS OF CONTRACT**

PART 1: DATA PROVIDED BY THE EMPLOYER

CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works, Third Edition, 2015, published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, are applicable to this contract and is obtainable form www.saice.org.za.

- **CONTRACT SPECIFIC DATA**

The following contract specific data, referring to the General Conditions of Contract for Construction Works, Third Edition, 2015, are applicable to this Contract.

- **PART 1: DATA PROVIDED BY THE EMPLOYER**

The following contract specific data are applicable to this Contract:

Clause	Description
1.1.1.13	The Defects Liability Period is **12 months**
1.1.1.15	The Name of the Employer is the **City of Mbombela**.
1.1.1.16	The Name of the Employer's Agent is **Likhanyile Consulting Engineers and Project Managers**
1.1.1.26	The pricing strategy: **Re-Measurement Contract**
1.2.1.2	The Employer's address for receipt of communications is: Physical address: **1 Nel Street MBOMBELA 1200** Postal address: **PO Box 45 MBOMBELA 1200** Telephone: **013 759 9250** Fax: **N/A** E-mail: tony.malambe@mbombela.gov.za
1.2.1.2	The address of the Employer's Agent is: Physical address: **14B Sonbesie Street Sonheuwel Ext 13 MBOMBELA 1200** Postal address: **PO Box 314 Sonpark MBOMBELA 1206** Telephone: **(013) 753 2517** E-mail: ndivho@likhanyilecon.co.za

2.4	**Variations to the Conditions of Contract are:** Add the following at the end of sub clause 2.4.1: " The several documents forming the Contract shall rank in the following order of precedence: 1. Contract Agreement, 2. Form of Offer and Acceptance, 1. Contract Data, 2. Specification Data, 3. Standardized Specifications, 4. Drawings, 5. Bill of Quantities, 6. Statutory Regulations, 7. Other standard specifications. 8. If the contents of any part of the documents contradict any other part, the document in the highest position on the above order of precedence shall have preference and apply.”

4.3.3	Add the following at the end of sub clause 4.3.2: "4.3.3 The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Amendment Act, 1993 (Act 85 of 1993), hereinafter referred to as 'the Act', that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act: (i) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the Regulations promulgated in terms of the Act. (ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations on the Contractor will be fully complied with. (iii) The Contractor accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from himself being obliged to comply with any of the aforesaid duties, obligations and prohibitions, with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations. (iv) The Contractor agrees that any duly authorized officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to monitor that the Contractor has conformed to his undertakings as described in paragraphs (i) and (ii) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or any appropriate records or safety plans held by the Contractor. (v) The Contractor shall be obliged to report forthwith to the Employer and Employer's Agent any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing, to the Employer and Employer's Agent, of such investigation, complaint or criminal charge. The Contractor shall furthermore, in compliance with Constructional Regulations 2003 to the Act: (vi) Acquaint himself with the requirements of the Employer's health and safety specification as laid down in regulation 5(1) of the Construction Regulation 2014, and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 6(1) of the Construction Regulation 2014 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment shall be submitted to the Employer for approval within seven (7) days after acceptance of the bid. and shall be implemented and maintained from the Commencement of the Works.

Clause	Description
	(vii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2003, to ensure that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with the requirements of these Regulations shall entitle the Employer's Agent, at the request of the Employer or his agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time that the Employer or his agents are satisfied that the issues in which the Contractor has been in default have been rectified." The Employer and Contractor agree that the Contractor will comply with the provisions of "The Mine Health and Safety Act, (Act 29 0f 1996) as amended by the Mine Health and Safety Amendment Act (Act 72 of 1997). The following arrangements and procedures will apply: (i) The Contractor shall himself obtain the Mining Authorization for the sites. (ii) Contractor shall assume responsibility for the Environmental Management Programs (EMP) in respect of the sites and shall ensure that the sites are rehabilitated at the conclusion of the Contract. (iii) The Contractor shall comply with the provisions of the Act and the requirements of the Director: Mineral Development of the Department of Minerals and Energy in making the necessary financial provisions to mine optimally and safety and to rehabilitate the surface of the land concerned satisfactory and to carry out the EMP. All costs incurred in providing a guarantee or other financial provision shall be borne by the Contract. (iv) This Agreement shall hold good from the date on which the Mining Authorization is issued until the date on which a Closure Certificate is issued in terms of the Minerals Act, 1991. (v) Nothing in this Agreement shall exonerate the Contractor from compliance with any requirements of the Employer's Agent regarding the rehabilitation of sites prior to the issue of a Final Approval Certificate in terms of clause 5.16.2 of the General Conditions of Contract (2010). (vi) The Contractor shall undertake all the duties and accept all the responsibilities of the owner in compliance with the requirements of the Act as amended. (vii) The Contractor accepts responsibility for compliance with the Act, as amended, by all his sub-contractors whether or not selected and/or approved by the Employer.
5.3.1	The documentation required before commencement with Works execution are: • Health and Safety Plan (refer to clause 4.3.1) • Initial programme (Refer to clause 5.6.1) • Security (Refer to clause 6.2.1) • Insurance (Refer to Clause 8.6.1)
5.3.2	The time to submit the documentation required before commencement with Works execution is **14 calendar days**.
5.4.2	The access and possession of site shall not be exclusive to the Contractor.

Clause	Description
5.8.1	The non-working days are public holidays and Sundays. The special non-working days are: The year-end break from **22-Dec-2025 to 08-Jan-2026 OR AS PER SAFCEC TBA**
5.13.1	The penalty for failing to complete the Works is: **0.05 %** of the Total Tender Sum per Calendar Day
5.14.1	The requirements for achieving Practical Completion are as stated in General Conditions of Contract 2015. Practical completion is reached when: • The Road has been fully constructed and paved, including junctions and bus-stops. • Drainage structure completed. • Pre-markings for road markings completed and vehicles can pass in a safe manner. • All road signs in place. • Erosion protective measures completed. • Borrow pit and spoil sites rehabilitated. The Contractor should be able to reach Completion within 30 days from receiving the certificate of practical completion.
5.16.3	The latent defect period is **10 years** after date of completion
6.5.1.2.3	The percentage allowances to cover all charges for the Contractor's and subcontractor's profits, timekeeping, clerical work, insurance, establishment, superintendence and the use of hand tools is **15%**.
6.8.2	This contract does include for contract price adjustment
6.8.3	Price adjustments for variations in the costs of special materials are allowed.
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is **80%**
6.10.3	The limit of retention money is **10%**
8.6.1.1.2	Not required.
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum will be calculated at **12%** of the claim value.
8.6.1.2	A coupon policy for Special Risks Insurance issued by the South African Special Risks Insurances Association is required.
8.6.1.3	The limit of indemnity for liability insurance is R 5 000 000.00 for any single liability claim
10.5.2	Dispute resolution shall be **ad-hoc** adjudication.
10.5.3	The number of Adjudication Board Members to be appointed is **one**.
10.7.1	The determination of disputes shall be by **arbitration.**
10.7.2	The value of payment certificates is to be adjusted in accordance with the Contract Price Adjustment Schedule, where

The value of "x" is 0,150
The values of the co-efficients are:

$$(1-x)\left[\frac{aLt}{Lo}+\frac{bEt}{Eo}+\frac{cMt}{Mo}+\frac{dFt}{Fo}-1\right]$$

CPA : Estimate more than R10 000 000.

New Road Construction		Rehabilitation	Labour Intensive
x =	0,150	…	…
a =	0,25	0,26	0.42
b =	0,30	0,30	0.40
c =	0,37	0,37	0.13
d =	0,08	0,07	0.05

"L" is the "Labour Index" and shall be the "Consumer Price Index" for the urban area specified in the Contract, as published in the Statistical Release P0141.1 in table 21 of Statistics South Africa.

"P" is the "Plant Index" and shall be the "Civil Engineering Plant" index as published in the Statistical Release P0142.1 in table 16 of Statistics South Africa.

"M" is the "Materials Index" and shall be the price index for "Civil Engineering (Materials)" as published in the Statistical Release P0142.1 in table 15 of Statistics South Africa.

"F" is the "Fuel Index" and shall be the index for "Civil Engineering" as published in Statistical Release P0142.1 Table 16 of Statistics South Africa.

The suffix "o" denotes the basic indices applicable to the base month, which shall be the month prior to the month in which the closing date for the tender falls.

The suffix "t" denotes the current indices applicable to the month in which the last day of the period falls to which the relevant payment certificate relates.

If any index relevant to any particular certificate is not known at the time when the certificate is prepared, the Engineer shall estimate the value of such index. Any correction, which may be necessary when the correct indices become known, shall be made by the Engineer in subsequent payment certificates.

The urban area nearest the site is **City of Mbombela**.

The base month **is January 2025**

This contract will allow for contract price adjustment. The prices or rates shall be fixed for the first 12-month period determined from the tender base date and no change during this period will be allowed for escalation. On the 12-month anniversary date of the Contract base date the rates or sums shall be adjusted by the 12-month year on year CPI index (as published in the monthly bulletin PO141. of Statistics South Africa under table B) and fixed at this value for the following 12-month period. Subsequent 12-month periods shall be dealt with on the same basis.

10.7.3	The Works shall be completed within **16 months** as envisaged by the employer.
Special Clause	The Contractor's CIDB grading must remain active at the same of higher level as at time of appointment, should the grading be suspended, downgraded and or expire the Contractor will only be allowed 21 days to remedy such and failure could result in termination of the Contract.
Special Clause	Thirty percent (30%) of the contract value shall be made NON-compulsory for subcontracting to local people/companies (CoM) irrespective of the *domicilium et exicutandi* of the contractor. However contractors will be allocated points for the proposal of social responsibility/social development plan (Form V of returnables) within CITY OF MBOMBELA

- ## PART 2: DATA PROVIDED BY THE CONTRACTOR

The Contractor is advised to read the *General Conditions of Contract for Construction Works,* Third Edition (2015) published by the South African Institution of Civil Engineering, in order to understand the implications of this Data which is required to be completed.

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

Clause	Description
1.1.1.9 1.2.1.2	The **Contractor** is …….. …….. The Contractor's address for receipt of communications is: Physical address: Postal address: …….. ……. …….. ……. …….. …… …….. ……. Telephone: ……..……..…… Fax: ……. ……..…….. E-mail: …….……...
1.1.1.14	The time for achieving Practical Completion of the whole of the Works is..... **weeks** after Commencement Date (site handover).
6.2.1	The security to be provided by the Contractor shall be **one** of the following **Type of Security** — **Contractor to choose: Indicate " Yes" or " No"** Cash deposit of 10% of the contract sum Performance guarantee of 10% of the contract sum

C1.5 FORM OF GUARANTEE

PRO FORMA PERFORMANCE

GUARANTEE

- **GUARANTOR DETAILS AND DEFINITIONS**

"Guarantor" means: .....

Physical address: .....

"Employer" means: .....

"Contractor" means: .....

"Employer's Agent" means: .....

"Works" means: .....

"Site" means: .....

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

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

Amount in words: .....

"Guaranteed Sum" means: The maximum aggregate amount of R .....

Amount in words.....

"Expiry Date" means.....

- **CONTRACT DETAILS**

Employer's Agent issues: Interim Payment Certificates, Final Payment Certificate and the Certificate Completion of the Works as defined in the Contract.

- **PERFORMANCE GUARANTEE**

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Employer's Agent of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
   - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
   - 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
   - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;

4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;

4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.

5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:

5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or

5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and

5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.

6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.

7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.

8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.

9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.

10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.

11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.

12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.

13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.

14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed .....

Date ……

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

Capacity .....

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

Capacity .....

Witness signatory (1) .....

Witness signatory (2) .....

C1.6 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

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

THIS AGREEMENT made at .....

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

between CITY OF MBOMBELA (hereinafter called "the Employer") of the one part, herein represented by

in his capacity as .....

and .....

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

.....

in his capacity as .....

WHEREAS the Employer is desirous that certain works be constructed, PAVING OF ROAD FROM SHABANGU VIA MWAYI SUPERMARKET, MAGAMUSINI AND NGOBENI ROAD (WARD 11 KaBOKWENI and has accepted a Tender by the Mandatory for the construction, completion and maintenance of such Works and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1 The Mandatory shall execute the work in accordance with the Contract Documents pertaining to this Contract.

2 This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or Employer's Agent requiring him to commence the execution of the Works, to either

(a) the date of the Final Approval Certificate issued in terms of Clause 52.1 of the General Conditions of Contract (hereinafter referred to as "the GCC"),

(b) the date of termination of the Contract in terms of Clauses 54, 55 or 56 of the GCC.

3 The Mandatory declares himself to be conversant with the following:

(a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:

(i) Section 8 : General duties of employers to their employees;
(ii) Section 9 : General duties of employers and self-employed persons to persons other than employees;
(iii) Section 37 : Acts or omissions by employees or Mandatory, and
(iv) Subsection 37(2) relating to the purpose and meaning of this Agreement.

(b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his subcontractors.

4 In addition to the requirements of Clause 33 of the GCC and all relevant requirements of the above-mentioned Volume 3, the Mandatory agrees to execute all the Works forming part of this Contract and to operate and utilise all machinery, plant and equipment in accordance with the Act.

5 The Mandatory is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.

The Mandatory warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993, which cover, shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.

6 The Mandatory undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:

(a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.

(b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.

(c) The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Mandatory and/or his employees and/or his subcontractors.

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

SIGNED FOR AND ON BEHALF OF THE EMPLOYER: _____

WITNESS 1_____ 2_____

NAME 1_____ 2 _____

(IN CAPITALS)

SIGNED FOR AND ON BEHALF OF THE MANDATORY: _____

WITNESS 1_____ 2 _____

NAME 1_____ 2_____

(IN CAPITALS)

C1.7 CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

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

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

An example is given below:

"By resolution of the Board of Directors passed at a meeting held on_____20____,

Mr/Ms_____whose signature

appears below, has been duly authorized to sign the AGREEMENT in terms of THE OCCUPATIONAL

HEALTH AND SAFETY ACT, 1993 (ACT 85 of 1993) on behalf of:

_____

SIGNED ON BEHALF OF THE COMPANY:_____

IN HIS CAPACITY AS:_____

DATE: _____

SIGNATURE OF SIGNATORY: _____

WITNESS: 1._____ 2._____

NAME (in capitals): 1. _____ 2. _____

PART C2 PRICING DATA

C2.1 PRICING INSTRUCTIONS

C2.1: PRICING INSTRUCTIONS

1 The Tender Data, the Contract Data, the Scope of Work, the Site Information and the Drawings shall 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.

Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the Schedule, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Employer's Agent is obliged to base his assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the Schedule.

The measurement and payment clauses of each Specification, read together with the relevant clauses of the Specification Data, all set out which ancillary or associated activities are included in the rates for the specified operations.

3 Descriptions in the Schedule of Quantities are abbreviated and may differ from those in the Standardized and Specification Data. No consideration will be given to any claim by the Contractor submitted on such a basis. The Schedule has been 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 appropriate Standardized or Specification Data be contrary to the terms of the Schedule or, when relevant, to the Civil Engineering Quantities, the requirement of the appropriate Standardized Specification or Specification Data as the case may be, shall prevail.

4 Unless stated to the contrary, items are measured and paid for net, in accordance with the Drawings, without any allowance having been made for waste.

5 The amounts and rates to be inserted in the Schedule of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Tender is based.

6 An amount or rate shall be entered against each item in the Schedule of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Schedule.

The Tenderer shall also fill in a rate against the items where the words "rate only" appears in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the tender rates shall apply should work under these items actually be required.

Should the Tenderer group a number of items together and tender one sum for such group of items, the single tender sum shall apply to that group of items pro rata and not to each individual item, or should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed to be nil.

The tender rates, prices and sums shall, subject only to the provisions of the General Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.

7 The quantities of work as measured and accepted and certified for payment in accordance with the General Conditions of Contract, and not the quantities stated in the Schedule of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by **any** differences between the quantities in the Schedule of Quantities and the quantities certified for payment.

The ordering of materials shall **not** be based on the quantities in the Schedule of Quantities. Materials ordered from the Schedule of Quantities without prior confirmation by the Employer's Agent shall be at the risk of the Contractor. No compensation shall be paid for materials ordered erroneously and all costs shall be borne by the Contractor.

1 The standard system of measurement of civil engineering quantities published by the South African Institution of Civil Engineers.

8 The quantities of work as measured and accepted and certified for payment in accordance with the General Conditions of Contract, and not the quantities stated in the Schedule of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by **any** differences between the quantities in the Schedule of Quantities and the quantities certified for payment.

The ordering of materials shall **not** be based on the quantities in the Schedule of Quantities. Materials ordered from the Schedule of Quantities without prior confirmation by the Employer's Agent shall be at the risk of the Contractor. No compensation shall be paid for materials ordered erroneously and all costs shall be borne by the Contractor.

9 For the purposes of this Schedule of Quantities, the following words shall have the meanings hereby assigned to them:

Unit : The unit of measurement for each item of work as defined in the COTO Standardized Specification for Road and Bridge Works for State Authorities (2020 edition) or the Specification Data.

Quantity: The number of units of work for each item

Rate : The payment per unit of work at which the Tenderer tenders to do the work Amount

: The quantity of an item multiplied by the tender rate of the (same) item Sum :

An amount tender for an item, the extent of which is described in the Schedule of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

10 The units of measurement indicated in the Schedule of Quantities are metric units. The following abbreviations may appear in the Schedule of Quantities:

mm	=	Millimeter
m	=	Meter
km	=	kilometre
km-pass	=	kilometre-pass
m^2	=	square metre
m^2-pass	=	square meter-pass
ha	=	hectare
m^3	=	cubic meter
m^3-km	=	cubic meter kilometre
kW	=	kilowatt
kN	=	kilo-Newton
kg	=	kilogram
l	=	Litre
kl	=	kilolitre
Ml	=	mega litre
t	=	ton (1 000 kg)
%	=	per cent
MN	=	mega-Newton
MN-m	=	mega-Newton-meter
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum
Sum	=	Lump Sum

C2.2 SCHEDULE OF QUANTITIES

C2.2: BILL OF QUANTITIES

SCHEDULE OF QUANTITIES C2.2-2 to C2.2-19

SUMMARY OF SCHEDULE OF QUANTITIES C2.2-20 to C2.2-20

SCHEDULE A: ROADWORKS **CHAPTER C1.2**

PAVING OF ROAD FROM SHABANGU VIA MWAYI SUPERMARKET, MAGAMUSINI AND NGOBENI ROAD WARD 11

ITEM NO	DESCRIPTION	UNIT	LI	QUANTITY	RATE	AMOUNT
C1.2	**GENERAL REQUIREMENTS AND PAYMENT**					
C1.2.2	Programming and Reporting					
C1.2.2.3	Submission of a Scheme 2 Initial Programme	Lump Sum		1		
C1.2.2.4	Submission of a Scheme 2 Full Programme	Lump Sum		1		
C1.2.2.5	Reviewing and updating a Scheme 2 Programme every month	month		15		
C1.2.2.6	Preparation and submission of all information and reports specified in the Contract Documentation	month		15		
C1.2.3	Routine road maintenance of existing public roads within the Site of the Works or other public roads outside the Site of Works which are used as detours					
C1.2.3.3	Cleaning out culverts	m^3		20		
C1.2.5	**Safety**					
C1.2.5.1	Health and safety plan	Lump Sum		1		
C1.2.5.2	Implementation of health and safety plan	month		16		
C1.2.8	Dayworks					
C1.2.8.1	Personnel					
(a)	Unskilled labourer	hour		80		
(b)	Semi-skilled labourer	hour		80		
(c)	Skilled labourer	hour		80		
(e)	Foreman	hour		80		
C1.2	**TOTAL CARRIED FORWARD**					

SCHEDULE A: ROADWORKS **CHAPTER C1.2**

PAVING OF ROAD FROM SHABANGU VIA MWAYI SUPERMARKET, MAGAMUSINI AND NGOBENI ROAD WARD 11

ITEM NO	DESCRIPTION	UNIT	LI	QUANTITY	RATE	AMOUNT
	TOTAL BROUGHT FORWARD					
C1.2.8.2	Construction Equipment (specify size and/or model number)					
(a)	Cat D7H dozer or equivalent	hour		40		
(b)	Cat 350 Excavator or equivalent	hour		40		
(c)	Cat 428 TLB or equivalent	hour		40		
(d)	Cat 140 Grader or equivalent	hour		40		
(e)	Cat 930 Louder or equivalent	hour		40		
(f)	15 Ton Grid roller and tractor	hour		40		
(g)	22 Ton Pneumatic roller	hour		40		
(h)	Bomag 90 Pedestrian roller or equivalent	hour		40		
(i)	Watercart 10 000l	hour		40		
(j)	Road sweeper	hour		40		
(k)	10m3 Tippers	hour		40		
(l)	Water pump (Capacity 50 000 litter/hr (medium)	hour		40		
C1.2.8.3	Vehicles (specify size)					
(a)	Light delivery vehicle	km		40		
(b)	Flatbed truck	km		40		
C1.2.8.4	Materials					
(a)	Procurement of materials	Prov Sum		1	R 100 000	R 100 000
(b)	Contractor's handling costs, profit and all other charges in respect of item C1.2.8.4(a)	%		R 100 000		
C1.2	**TOTAL CARRIED TO FORWARD**					

SCHEDULE A: ROADWORKS **CHAPTER C1.2**

PAVING OF ROAD FROM SHABANGU VIA MWAYI SUPERMARKET, MAGAMUSINI AND NGOBENI ROAD WARD 11

ITEM NO	DESCRIPTION	UNIT	LI	QUANTITY	RATE	AMOUNT
	TOTAL BROUGHT FORWARD					
PSC1.2.10	Community Participation					
(a)	Cost for community Participation (CLO)	PC Sum		1	152 000	R 152 000
(b)	Handling costs and profit in respect of sub-item PSC1.2.10(a) above	%		R 152 000		
PSC1.2.11	Remuneration for a student					
(a)	Remuneration for a student	PC Sum		1	120 000	R 120 000
(b)	Handling costs and profit in respect of sub-item PSC1.2.10(a) above	%		R 120 000		
C1.2	**TOTAL CARRIED TO SUMMARY**					

SCHEDULE A: ROADWORKS **CHAPTER C1.3**

PAVING OF ROAD FROM SHABANGU VIA MWAYI SUPERMARKET, MAGAMUSINI AND NGOBENI ROAD WARD 11

ITEM NO	DESCRIPTION	UNIT	LI	QUANTITY	RATE	AMOUNT
C1.3	**CONTRACTOR'S SITE ESTABLISHMENT AND GENERAL OBLIGATIONS**					
C1.3.1	The Contractor's general obligations					
C1.3.1.1	Fixed obligations	Lump Sum		1		
C1.3.1.2	Value-related obligations	Lump Sum		1		
C1.3.1.3	Time-related obligations	month		16		
C1.3.2	Contract sign boards	m^2		12		
C1.3	**TOTAL CARRIED FORWARD TO SUMMARY**					

SCHEDULE A: ROADWORKS **CHAPTER C1.4**

PAVING OF ROAD FROM SHABANGU VIA MWAYI SUPERMARKET, MAGAMUSINI AND NGOBENI ROAD WARD 11

ITEM NO	DESCRIPTION	UNIT	LI	QUANTITY	RATE	AMOUNT
C1.4	**FACILITIES FOR THE ENGINEER**					
C1.4.1	Site accommodation					
C1.4.1.1	Offices and conference room	m^2		100		
C1.4.1.2	Laboratories	m^2		160		
C1.4.1.3	Open concrete working floors and verandas	m^2		25		
C1.4.1.4	Roofs over open concrete working floors and verandas	m^2		25		
C1.4.1.5	Storerooms inside the laboratory	m^2		25		
C1.4.1.6	Car ports	No		6		
C1.4.1.7	Ablution unit (equipment as specified)	m^2		6		
C1.4.1.13	Rented housing paid for by the Contractor	Prov Sum		1	480 000	480 000
C1.4.1.14	Contractor's handling costs, profit and all other charges in respect of item C1.4.1.13	%		480 000		
C1.4.2	Items measured by area					
C1.4.2.7	Venetian blinds	m^2		2		
C1.4.2.8	Notice boards	m^2		2		
C1.4.2.9	White boards	m^2		2		
C1.4	**TOTAL CARRIED FORWARD**					

SCHEDULE A: ROADWORKS **CHAPTER C1.4**

PAVING OF ROAD FROM SHABANGU VIA MWAYI SUPERMARKET, MAGAMUSINI AND NGOBENI ROAD WARD 11

ITEM NO	DESCRIPTION	UNIT	LI	QUANTITY	RATE	AMOUNT
	TOTAL BROUGHT FORWARD					
C1.4.3	Items measured by number					
C1.4.3.2	Office chair	No		15		
C1.4.3.3	Draughtsman's stool	No		2		
C1.4.3.4	Laboratory highchair	No		2		
C1.4.3.5	Office desk with 3 drawers (at least one lockable drawer)	No		4		
C1.4.3.6	Typist desk (L-shaped)	No				Rate Only
C1.4.3.7	Drawing table	No		2		
C1.4.3.8	Conference table	No		2		
C1.4.3.9	Bookcase	No		1		
C1.4.3.10	Filling cabinet	No				Rate Only
C1.4.3.11	General purpose steel cabinet with shelves	No		2		
C1.4.3.12	Wall mounted pivot plan filling system	No				Rate Only
C1.4.3.13	220/250-volt power outlet plug point	No		3		
C1.4.3.14	400/231 volt 2-phase power outlet plug point	No				
C1.4.3.15	Single 1 500 mm, 58-watt fluorescent tube ceiling light	No		3		
C1.4.3.19	Wash-hand basin	No		1		
C1.4.3.20	Laboratory basin	No				Rate Only
C1.4.3.21	Extractor fan	No		1		
C1.4.3.22	Fume cupboard	No				Rate Only
C1.4	**TOTAL CARRIED FORWARD**					

SCHEDULE A: ROADWORKS **CHAPTER 1.4**

PAVING OF ROAD FROM SHABANGU VIA MWAYI SUPERMARKET, MAGAMUSINI AND NGOBENI ROAD WARD 11

ITEM NO	DESCRIPTION	UNIT	LI	QUANTITY	RATE	AMOUNT
	TOTAL BROUGHT FORWARD					
C1.4.3.23	Fire extinguisher 9,0 kg, dry powder type	No		4		
C1.4.3.24	Air-conditioning unit	No		2		
C1.4.3.25	Heater	No		1		
C1.4.3.29	A3 / A4 colour printer, copier, scanner	No		1		
C1.4.3.30	A4 colour printer, copier, scanner	No				Rate Only
C1.4.3.31	Rain gauge	No		2		
C1.4.3.32	Minimum / maximum atmospheric temperature gauge	No		1		
C1.4.4	Prime cost items					
C1.4.4.1	Cell phones costs, including pro-rate rentals, for calls made in connection with contract administration	PC Sum		1	20 000	R 20 000
C1.4.4.2	Handling cost and profit in respect of item C1.4.4.1	%		20 000		
C1.4.5	Services at site offices, laboratories and site accommodation					
C1.4.5.1	Fixed costs	Lump Sum		1		
C1.4.5.2	Running costs	month		16		
PSC1.4.9	Provision of computers for the Engineers stuff	No		4		
PSC1.4.10	Provision of survey equipment	Lump Sum		1		
C1.4	**TOTAL CARRIED FORWARD TO SUMMARY**					

SCHEDULE A: ROADWORKS **CHAPTER PSC1.5**

PAVING OF ROAD FROM SHABANGU VIA MWAYI SUPERMARKET, MAGAMUSINI AND NGOBENI ROAD WARD 11

ITEM NO	DESCRIPTION	UNIT	LI	QUANTITY	RATE	AMOUNT
PSC1.5	**ACCOMMODATION OF TRAFFIC**					
C1.5.1	Accommodation of pedestrian and non-motorised traffic					
C1.5.1.1	Accommodation of pedestrian and non-motorised traffic	month		16		
C1.5.5	Maintenance of temporary deviations					
C1.5.5.9	Grading of temporary deviations and existing roads used as detours	km		146.7		
C1.5.5.10	Watering of temporary deviations and existing roads used as detours	kl		12 600		
C1.5.5.11	Other road maintenance work ordered by the Engineer	Prov Sum		1	388 000	R 388 000
C1.5.5.12	Handling cost, profit and all other charges in respect of item C1.5.5.11	%		R 388 000		
C1.5.7	Temporary traffic control facilities					
C1.5.7.1	Delineators including mounting bases and ballast:					
(a)	Single sided, reversible left or right (size indicated)	No		100		
(b)	Double sided, reversible left or right (size indicated)	No		250		
C1.5.7.2	Traffic cones, minimum height 750 mm	No		100		
C1.5.7.3	Flagmen	man-day		2560		
C1.5.7.5	Provision of illuminated traffic signs					
(a)	Sign mounted flashing amber lights (2 lights with the specified power supply) mounted on a backing board which is:					
(a.i)	900 mm wide x 150mm high	No		4		
PSC1.5	**TOTAL CARRIED FORWARD**					

SCHEDULE A: ROADWORKS **CHAPTER PSC1.5**

PAVING OF ROAD FROM SHABANGU VIA MWAYI SUPERMARKET, MAGAMUSINI AND NGOBENI ROAD WARD 11

ITEM NO	DESCRIPTION	UNIT	LI	QUANTITY	RATE	AMOUNT
	TOTAL BROUGHT FORWARD					
(c)	Illuminated road sign - R & TR series (diameter indicated)	No		20		
(d)	Illuminated road sign - TW series (length of sides indicated)	No		20		
C1.5.7.6	Maintenance of illuminated traffic signs:					
(a)	Sign mounted flashing amber lights (a pair of two lights mounted on a separate backing board)	month				Rate Only
(b)	Flashing LED illuminated arrow board	month				Rate Only
(c)	Illuminated road sign - R & TR series (diameter indicated)	month		15		
(d)	Illuminated road sign - TW series (length of sides indicated)	month		15		
C1.5.7.9	Cleaning of traffic control facilities	month		100		
C1.5.11	Provision of safety equipment for visitors					
C1.5.11.1	Provision of reflective safety vests for visitors	No		5		
C1.5.12	Additional traffic accommodation facilities ordered by the Engineer:					
C1.5.12.1	Provision of additional traffic accommodation facilities	Prov Sum		1	100 000	R 100 000
C1.5.12.2	Handling cost, profit and all other charges in respect of item C1.5.12.1	%		100 000		
PSC1.5	**TOTAL CARRIED FORWARD TO SUMMARY**					

SCHEDULE A: ROADWORKS **CHAPTER C1.6**

PAVING OF ROAD FROM SHABANGU VIA MWAYI SUPERMARKET, MAGAMUSINI AND NGOBENI ROAD WARD 11

ITEM NO	DESCRIPTION	UNIT	LI	QUANTITY	RATE	AMOUNT
C1.6	**CLEARING AND GRUBBING**					
C1.6.1	Clearing					
C1.6.1.1	Clearing with machines and some hand labour where necessary	ha		1.70		
C1.6.9	Conservation of topsoil					
C1.6.9.1	Stockpiling topsoil	m^3		2650		
C1.6	**TOTAL CARRIED FORWARD TO SUMMARY**					

SCHEDULE A: ROADWORKS **CHAPTER C1.7**

PAVING OF ROAD FROM SHABANGU VIA MWAYI SUPERMARKET, MAGAMUSINI AND NGOBENI ROAD WARD 11

ITEM NO	DESCRIPTION	UNIT	LI	QUANTITY	RATE	AMOUNT
C1.7	**LOADING AND HAULING**					
C1.7.1	Loading					
C1.7.1.1	Loading from stockpile using machines and some hand labour where necessary	m^3		2550		
C1.7.1.3	Loading by hand only from stockpile or heaps when labour enhancement work is specified or is not possible to use machines	m^3		100		
C1.7	**TOTAL CARRIED FORWARD TO SUMMARY**					

SCHEDULE A: ROADWORKS

PAVING OF ROAD FROM SHABANGU VIA MWAYI SUPERMARKET, MAGAMUSINI AND NGOBENI ROAD WARD 11 **CHAPTER C2.1**

ITEM NO	DESCRIPTION	UNIT	LI	QUANTITY	RATE	AMOUNT
C2.1	**GENERAL REQUIREMENTS AND TRENCHING FOR SERVICES**					
C2.1.1	Location, Identification and relocation of existing services					
C2.1.1.1	Contractors' obligations	Lump Sum		1		
C2.1.1.2	Permanent services relocation or protection work by others	PC Sum		1	1 500 000	R 1 500 000
C2.1.1.3	Handling costs and profit in respect of item C2.1.1.2 above	%		1 500 000		
C2.1.6	Trench excavation (in soft material)					
C2.1.6.1	Trenches up to 1.0m wide:					
(b)	Over 1.0m and up to 2.0m deep	m³		100		

BID NO: BID COM18/2025 PAVING OF ROAD FROM SHABANGU VIA MWAYI SUPERMARKET, MAGAMUSINI AND NGOBENI ROAD WARD 11.

C2.1	**TOTAL CARRIED FORWARD TO SUMMARY**		

SCHEDULE A: ROADWORKS **CHAPTER C3.1**

PAVING OF ROAD FROM SHABANGU VIA MWAYI SUPERMARKET, MAGAMUSINI AND NGOBENI ROAD WARD 11

ITEM NO	DESCRIPTION	UNIT	LI	QUANTITY	RATE	AMOUNT
C3.1	**DRAINS**					
C3.1.1	Excavation for open drains:					
C3.1.1.1	Excavating all material situated within the following depth ranges below the surface level using conventional methods:					
(a)	0m to 1.5m	m^3		795		
C3.1.1.2	Extra over sub-item C3.1.1.1 for excavation in hard and boulder material, irrespective of depth	m^3		500		
C3.1.4	Excavation and disposal of material for subsoil drainage systems					
C3.1.4.1	Excavating in all material situated within the following depth ranges below the surface:					
(a)	0m to 1.5m	m^3		720		
(b)	Exceeding 1.5m and up to 3.0m	m^3		216		
C3.1.5	Impermeable backfilling to subsoil drainage system					
C3.1.5.1	Un-stabilised natural gravel obtained from approved sources on the site	m^3		252		
C3.1.7	Natural permeable material in subsoil drainage system (approved crushed stone):					
C3.1.7.1	Natural sand obtained from approved sources on the site (medium grade)	m^3		300		
C3.1.7.2	Crushed stone obtained from commercial sources (coarse grade) (19mm)	m^3		180		
C3.1.9	Pipes in subsoil drainage systems:					
C3.1.9.1	U-PVC pipes and fittings, normal duty, complete with coupling (110 mm internal dia, perforated)	m		1000		

C3.1.11.	Geotextile (Filter fabric woven grade 2)	m^2		1 800		
C3.1	**TOTAL CARRIED FORWARD**					

SCHEDULE A: ROADWORKS **CHAPTER C3.1**

PAVING OF ROAD FROM SHABANGU VIA MWAYI SUPERMARKET, MAGAMUSINI AND NGOBENI ROAD WARD 11

ITEM NO	DESCRIPTION	UNIT	LI	QUANTITY	RATE	AMOUNT
	TOTAL BROUGHT FORWARD					
C3.1.13.1	Outlet structures	No		8		
C3.1.13.4	Cleaning eyes	No		6		
C3.1.14	Caps for subsoil drainpipe:					
C3.1.14.1	Concrete caps	No		6		
C3.1.16	Loading and hauling of material in excess of 1.0km	m^3-km		1260		
C3.1.22	Test flushing of subsoil drainpipe systems	No		6		

BID NO: BID COM18/2025 PAVING OF ROAD FROM SHABANGU VIA MWAYI SUPERMARKET, MAGAMUSINI AND NGOBENI ROAD WARD 11.

C3.1	**TOTAL CARRIED FORWARD TO SUMMARY**		

SCHEDULE A: ROADWORKS **CHAPTER C3.2**

PAVING OF ROAD FROM SHABANGU VIA MWAYI SUPERMARKET, MAGAMUSINI AND NGOBENI ROAD WARD 11

ITEM NO	DESCRIPTION	UNIT	LI	QUANTITY	RATE	AMOUNT
C3.2	**CULVERTS**					
C3.2.1	Excavation for culvert structures:					
C3.2.1.1	Excavating in all material situated within the following depth ranges below the surface level:					
(a)	0m to 1.5m	m^3		333.288		
C3.2.1.4	Extra over sub-item C3.2.1.1 for excavation in hard or boulder material, irrespective of depth	m^3		138.636		
C3.2.2	Backfilling:					
C3.2.2.1	Using the excavated material	m^3		333.30		
C3.2.2.2	Using imported selected material:					
(a)	From commercial sources (G7)	m^3		162		
(b)	With dry mixture (specify cement content) of 5 % cement	m^3		10		
C3.2.3	Concrete pipe culverts:					
C3.2.3.3	On Class C bedding					
	(i) 600mm dia.Type SC100D load ogee joints	m		9.76		
	(ii) 900mm dia.Type SC100D load ogee joints	m		68.32		
	(iii) 1200mm dia.Type SC100D load ogee joints	m		19.52		
C3.2.7	Cast in situ concrete and formwork:					
C3.2.7.5	In inlet and outlet structures including kerbs, chutes and downpipes, skewed ends, catchpits, manholes, thrust and anchor blocks, excluding formwork but including Class U2 surfacing finish (Class 30/19 Concrete)	m^3		20.466		

C3.2	**TOTAL CARRIED FORWARD**					

SCHEDULE A: ROADWORKS **CHAPTER C3.2**

PAVING OF ROAD FROM SHABANGU VIA MWAYI SUPERMARKET, MAGAMUSINI AND NGOBENI ROAD WARD 11

ITEM NO	DESCRIPTION	UNIT	LI	QUANTITY	RATE	AMOUNT
	TOTAL BROUGHT FORWARD					
C3.2.7.6	Formwork of concrete under items C3.2.7.3 to 5 above (Class of finish indicated)	m^2		220		
C3.2.10	Reinforcement:					
C3.2.10.3	Welded steel fabric ref 193	kg		173.661		
C3.2.12	Demolition of concrete members or elements:					
C3.2.12.1	Full member or element	m2		5		
C3.2.12.2	Partial member or element	m2		50		
C3.2.13	Removing and re-laying existing culverts:					
C3.2.13.1	Removing and stacking existing culverts for re-use (size and type indicated)	m		50		
C3.2.16	Brickwork (Engineering bricks):					
C3.2.16.2	230 mm thick	m^2		102.330		

C3.2	**TOTAL CARRIED FORWARD TO SUMMARY**					

SCHEDULE A: ROADWORKS **CHAPTER C3.3**

PAVING OF ROAD FROM SHABANGU VIA MWAYI SUPERMARKET, MAGAMUSINI AND NGOBENI ROAD WARD 11

ITEM NO	DESCRIPTION	UNIT	LI	QUANTITY	RATE	AMOUNT
C3.3	**CONCRETE KERBING AND CHANNELING, ASPHALT BERMS, CHUTES, DOWNPIPES, AS WELL AS CONCRETE, STONE PITCHED AND GABION LININGS FOR OPEN DRAINS**					
C3.3.1	Concrete kerbing:					
C3.3.1.1	Prefabricated Mountable kerbing (SABS 927 fig 8c, as shown on the Drawings)					
(a)	Mountable kerbing (SABS 927 fig 8c, as shown on the Drawings)	m		6800		
(b)	Etc for other types 1000mm x 150mm x 100mm cast insitu class 20/19 concrete edge beam, as shown on Drawings	m		3 514		
C3.3.6	Concrete chutes (typical designs):					
C3.3.6.1	Prefabricated concrete chutes (300mm precast concrete chute)	m		30		
C3.3.8	Linings for open drains:					
C3.3.8.1	Cast in situ concrete lining (class of concrete and type of open drain indicated)25/19 concrete lining v drains	m³		386		
C3.3.8.2	ClassU2 surface finish to cast in situ concrete (type of open drain indicated)	m²		3 645		
C3.3.9	Formwork to cast in situ concrete lining for open drains (Class F2 surface finish):					
C3.3.9.1	To sides with formwork on the internal face only	m²		645		
C3.3.9.2	To sides with formwork on both internal and external faces (each face measured)	m²		345		

C3.3.9.3	To ends of slabs	m²		20		
C3.3	**TOTAL CARRIED FORWARD**					

SCHEDULE A: ROADWORKS **CHAPTER C3.3**

PAVING OF ROAD FROM SHABANGU VIA MWAYI SUPERMARKET, MAGAMUSINI AND NGOBENI ROAD WARD 11

ITEM NO	DESCRIPTION	UNIT	LI	QUANTITY	RATE	AMOUNT
	TOTAL BROUGHT FORWARD					
C3.3.10	Sealed joints in concrete and stone pitched linings of open drains (description of each type with reference to drawing)	m		1 812		
C3.3.11	Concrete screed or backfill below chutes (thickness and class of concrete indicated) Class 15/19	m³		2		
C3.3.12	Reinforcement:					
C3.3.12.3	Welded steel fabric ref 193	kg		7 035		
C3.3.7	Cast in situ concrete chutes (measured by components):					
PSC3.3.16	Trimming of excavations for concrete lined drains	m²		3960		

BID NO: BID COM18/2025 PAVING OF ROAD FROM SHABANGU VIA MWAYI SUPERMARKET, MAGAMUSINI AND NGOBENI ROAD WARD 11.

C3.3	**TOTAL CARRIED FORWARD TO SUMMARY**					

SCHEDULE A: ROADWORKS **CHAPTER C4.2**

PAVING OF ROAD FROM SHABANGU VIA MWAYI SUPERMARKET, MAGAMUSINI AND NGOBENI ROAD WARD 11

ITEM NO	DESCRIPTION	UNIT	LI	QUANTITY	RATE	AMOUNT
C4.2	**CUT MATERIALS**					
C4.2.4	Excavating of materials in box cuts, material obtained from					
C4.2.4.1	Soft excavation	m3		5525		

BID NO: BID COM18/2025 PAVING OF ROAD FROM SHABANGU VIA MWAYI SUPERMARKET, MAGAMUSINI AND NGOBENI ROAD WARD 11.

C4.2	**TOTAL CARRIED FORWARD TO SUMMARY**					

SCHEDULE A: ROADWORKS

PAVING OF ROAD FROM SHABANGU VIA MWAYI SUPERMARKET, MAGAMUSINI AND NGOBENI ROAD WARD 11 **CHAPTER C4.4**

ITEM NO	DESCRIPTION	UNIT	LI	QUANTITY	RATE	AMOUNT
C4.4	**COMMERCIAL MATERIALS**					
C4.4.2	Commercial materials identified by the Contractor from commercial, private or other non-commercial suppliers					
C4.4.2.1	Pavement layer material:					
(h)	Type G6 material	m^3		3111		
(j)	Type G7 material	m^3		8211		
C4.4.4	Cementitious stabilising agents					
C4.4.4.1	Cement	t		131		

BID NO: BID COM18/2025 PAVING OF ROAD FROM SHABANGU VIA MWAYI SUPERMARKET, MAGAMUSINI AND NGOBENI ROAD WARD 11.

C4.4	**TOTAL CARRIED FORWARD TO SUMMARY**					

SCHEDULE A: ROADWORKS **CHAPTER C5.1**

PAVING OF ROAD FROM SHABANGU VIA MWAYI SUPERMARKET, MAGAMUSINI AND NGOBENI ROAD WARD 11

ITEM NO	DESCRIPTION	UNIT	LI	QUANTITY	RATE	AMOUNT
C5.1	**ROADBED**					
C5.1.1	**Roadbed construction and compaction**					
C5.1.1.1	Compaction of in-situ material to 90% of MDD	m^3		3 315		
C5.1.4	Removal of unsuitable material to spoil					
C5.1.4.1	In layer thicknesses of 200mm and less					
(a)	Stable material	m^3		50		
(b)	Unstable material	m^3		50		
C5.1.5	In-situ treatment of roadbed in hard material					
C5.1.5.1	In-situ treatment by ripping	m^3		22100		

BID NO: BID COM18/2025 PAVING OF ROAD FROM SHABANGU VIA MWAYI SUPERMARKET, MAGAMUSINI AND NGOBENI ROAD WARD 11.

C5.1	**TOTAL CARRIED FORWARD TO SUMMARY**		

SCHEDULE A: ROADWORKS **CHAPTER C5.3**

PAVING OF ROAD FROM SHABANGU VIA MWAYI SUPERMARKET, MAGAMUSINI AND NGOBENI ROAD WARD 11

ITEM NO	DESCRIPTION	UNIT	LI	QUANTITY	RATE	AMOUNT
C5.3	**ROAD PAVEMENT LAYERS**					
C5.3.1	Compiling and implementing M&U plans for the construction of all the pavement layers	No		1		
C5.3.2	Construction of pavement layers					
C5.3.2.1	Construction of layers using conventional construction methods:					
(a)	Lower selected subgrade layer (150mm G7) compacted to 93% of MDD	m^3		3 111		
(c)	Upper selected subgrade layer (150 mm G7) compacted to 95% of MDD	m^3		3 111		
(h)	Gravel shoulder layer (150 mm G7) compacted to 95% of MDD	m^3		2 550		
(l)	Upper subbase gravel layer (chemically stabilised) (150mm G6) compacted to 97% of MDD	m^3		3 111		

BID NO: BID COM18/2025 PAVING OF ROAD FROM SHABANGU VIA MWAYI SUPERMARKET, MAGAMUSINI AND NGOBENI ROAD WARD 11.

C5.3	**TOTAL CARRIED FORWARD TO SUMMARY**					

SCHEDULE A: ROADWORKS **CHAPTER C5.4**

PAVING OF ROAD FROM SHABANGU VIA MWAYI SUPERMARKET, MAGAMUSINI AND NGOBENI ROAD WARD 11

ITEM NO	DESCRIPTION	UNIT	LI	QUANTITY	RATE	AMOUNT
C5.4	**STABILISATION**					
C5.4.2	Chemical stabilisation					
C5.4.2.1	Chemical stabilisation (150mm) of pavement layers (unstabilised compacted subbase)	m^3		3111		
C5.4.5	Cementitious stabilisation agents for pavement layers					
C5.4.5.1	Addition of cementitious stabilisation agents (Road Cem) for pavement layers					
(a)	Cement (for pavement layer) Cem-II grade 32.5	t		131		
C5.4.10	Provision and application of water for curing	kℓ		800		

BID NO: BID COM18/2025 PAVING OF ROAD FROM SHABANGU VIA MWAYI SUPERMARKET, MAGAMUSINI AND NGOBENI ROAD WARD 11.

C5.4	**TOTAL CARRIED FORWARD**					

SCHEDULE A: ROADWORKS **CHAPTER C6.2**

PAVING OF ROAD FROM SHABANGU VIA MWAYI SUPERMARKET, MAGAMUSINI AND NGOBENI ROAD WARD 11

ITEM NO	DESCRIPTION	UNIT	LI	QUANTITY	RATE	AMOUNT
C6.2	**SEGMENTAL BLOCK PAVING LAYERS**					
C6.2.1	Segmental block paving					
C6.2.1.1	Concrete block paving ((80mm grey interlocking precast concrete paving blocks type SA, including all cutting units to fit between the edge restraints, laid on and including 20mm river sand compacted and plaster sand broomed in to joints on completion))	m^2		20400		
C6.2.2	Cast in-situ concrete edge and intermediate beams	m^3		100		
C6.2.3.1	Provision of herbicide materials	PC sum		1	20 000	R 20 000
C6.2.3.2	Contractor's charges and profit added to the prime cost sum	%		20 000		

BID NO: BID COM18/2025 PAVING OF ROAD FROM SHABANGU VIA MWAYI SUPERMARKET, MAGAMUSINI AND NGOBENI ROAD WARD 11.

C6.2	**TOTAL CARRIED FORWARD TO SUMMARY**					

SCHEDULE A: ROADWORKS

PAVING OF ROAD FROM SHABANGU VIA MWAYI SUPERMARKET, MAGAMUSINI AND NGOBENI ROAD WARD 11 — **CHAPTER C11.1**

ITEM NO	DESCRIPTION	UNIT	LI	QUANTITY	RATE	AMOUNT
C11.1	**PITCHING, STONEWORK, CAST IN SITU CONCRETE FOR PROTECTION AGAINST EROSION**					
C11.1.1	Foundation trenches for stone masonry walls					
C11.1.1.1	Excavating foundation trenches in soft material using labour enhanced construction methods 0 m to 1,0 m depth	m³		2400		
C11.1.2	Stone pitching					
C11.1.2.2	Grouted stone pitching with mortar 50mm thickness	m²		2400		
C11.1.7	Provision of approved herbicide and ant poison:					
C11.1.7.1	Provision of materials	PC Sum		1	50 000	R 50 000
C11.1.7.2	Contractor's charges and profit added to the prime cost sum	%		50 000		

C11.1	**TOTAL CARRIED FORWARD TO SUMMARY**					

SCHEDULE A: ROADWORKS

PAVING OF ROAD FROM SHABANGU VIA MWAYI SUPERMARKET, MAGAMUSINI AND NGOBENI ROAD WARD 11

CHAPTER C11.2

ITEM NO	DESCRIPTION	UNIT	LI	QUANTITY	RATE	AMOUNT
C11.2	**NON-STRUCTURAL GABIONS**					
C11.2.1	Foundation trench excavation:					
C11.2.1.1	Excavating all material situated within the following depth ranges below the surface level					
(a)	0 m to 1,5 m	m³		30		
C11.2.2	Surface preparation for bedding the gabion boxes and mattresses	m²		100		
C11.2.3	Gabion boxes and mattresses:					
C11.2.3.1	Galvanized gabion boxes (Class A 80 x 80mm mesh, 2.7mm diameter wire and 1.0m diaphragm spacing 1.0m x 1.0m and 2m long)	m³		20		
C11.2.3.3	Galvanized gabion mattresses ((2,5mm diameter wire mesh 80x100mm mesh size)	m³		10		
C11.2.4	Geotextile (Synthetic Fibre Filter fabric woven grade 2)	m²		816		

BID NO: BID COM18/2025 PAVING OF ROAD FROM SHABANGU VIA MWAYI SUPERMARKET, MAGAMUSINI AND NGOBENI ROAD WARD 11.

C11.2	**TOTAL CARRIED FORWARD TO SUMMARY**		

SCHEDULE A: ROADWORKS

PAVING OF ROAD FROM SHABANGU VIA MWAYI SUPERMARKET, MAGAMUSINI AND NGOBENI ROAD WARD 11 — **CHAPTER C11.5**

ITEM NO	DESCRIPTION	UNIT	LI	QUANTITY	RATE	AMOUNT
C11.5	**FENCING**					
C11.5.1	Supply and erect new fencing material for new fences and for supplementing material in existing fences which are being repaired or removed:					
C11.5.1.1	Zinc-coated barbed wire (3,2x2,5mm oval, high tensile fencing wire)	km		11		
C11.5.1.7	Standards (2600x2,5 kg/m Y section complete with holes at 50mm centres)	No		3667		
C11.5.1.9	Straining posts, stays and anchors:					
(a)	vertical					
(i)	Steel straining posts (2800x100 diax3mm mild steel tubing with steel cap and 230x230x3mm base plate fully galvanised)	No		122		
(b)	Inclined					
(i)	Steel stays and anchors (3050x75diax3mm mild steel with 230x230x3mm base plate fully galvanised)	No		88		
C11.5.2	New gates (4m 'w'pattern Double leaf)	No		20		
C11.5.3.1	Fences:					
(a)	Stock-proof fences	km		5		
C11.5.3.2	Gates (Double gates, 4m long)	No		5		
C11.5.4	Dismantling existing fences and gates:					
C11.5.4.1	Fences:					
(a)	Zinc-coated barbed wire	km		11		
(b)	Gates (Double gates,4m long)	No		10		

C11.5	**TOTAL CARRIED FORWARD TO SUMMARY**					

SCHEDULE A: ROADWORKS

PAVING OF ROAD FROM SHABANGU VIA MWAYI SUPERMARKET, MAGAMUSINI AND NGOBENI ROAD WARD 11 **CHAPTER**

ITEM NO	DESCRIPTION	UNIT	LI	QUANTITY	RATE	AMOUNT
C11.6	**ROAD SIGNS**					
C11.6.1	Road signboards with painted or coloured semi-matt background. Symbols, lettering and borders in semi- matt black or in Class I retro-reflective material, where the sign board is constructed from:					
C11.6.1.3	Pre-painted galvanized steel plate:					
(b)	Area exceeding 0,5 m2 but not 2,0 m²	m²		9		
C11.6.2	Extra over on item C11.6.1 for using:					
C11.6.2.1	Background of retro-reflective material:					
(a)	Class I	m²		2		
C11.6.2.2	Lettering, symbols, numbers, arrows, emblems and borders of retro-reflective material:					
(a)	Class III	m²		2		
C11.6.3	Road sign supports (overhead road sign structures excluded):					
	(b) 76mm diameter Pole Galvanised (2mm wall thickness)	t		0,5		
	(c) Steel Tubing - 50mm x 50mm square tubing galvanised (2mm wall thickness)	t		0,5		
C11.6.5	Excavation and backfilling for road sign supports (not applicable to kilometre posts)					
C11.6.5.1	Excavating soft material and backfilling	m³		20		
C11.6.8	Danger plates at culverts/structures					
C11.6.8.1	Size 150 x 600 mm (Danger plates at culverts – W401)	No		20		

C11.6.8.2	Size 200 x 800 mm (Chevron plates at T-Junction and other locations)	No		15		
C11.6	**TOTAL CARRIED FORWARD TO SUMMARY**					

SCHEDULE A: ROADWORKS

PAVING OF ROAD FROM SHABANGU VIA MWAYI SUPERMARKET, MAGAMUSINI AND NGOBENI ROAD WARD 11 **CHAPTER C11.7**

ITEM NO	DESCRIPTION	UNIT	LI	QUANTITY	RATE	AMOUNT
C11.7	**ROAD MARKINGS AND ROAD STUDS**					
C11.7.2	Retro-reflective Road marking:					
C11.7.2.1	White lines broken or unbroken (paint type and width of line indicated)					
	(ii) 100mm unbroken lines	km		0.36		
	(iv) 300mm wide unbroken	km		0.09		
C11.7.2.3	Red lines broken or unbroken (paint type and width of line indicated)	km				
C11.7.2.4	White lettering and symbols (paint type indicated)	m²		100		
C11.7.5	Variations in rate of application:					
C11.7.5.1	White paint	l		20		
C11.7.5.2	Yellow paint	l		20		
C11.7.8	Setting out and pre-marking the lines (excluding traffic island markings, lettering and symbols)	km		3.4		

C11.7	**TOTAL CARRIED FORWARD TO SUMMARY**					

SCHEDULE A: ROADWORKS

PAVING OF ROAD FROM SHABANGU VIA MWAYI SUPERMARKET, MAGAMUSINI AND NGOBENI ROAD WARD 11 **CHAPTER C11.8**

ITEM NO	DESCRIPTION	UNIT	LI	QUANTITY	RATE	AMOUNT
C11.8	**LANDSCAPING AND PLANTING PLANTS**					
C11.8.1	Trimming:					
C11.8.1.1	Machine trimming	m²		13 600		
C11.8.1.2	Hand trimming	m²		1020		
C11.8.2	Trimming using machines for trimming or shaping (alternative to subitem C11.8.1.1):					
C11.8.2.1	Bulldozer	h		48		
C11.8.2.2	Motor grader	h		160		

BID NO: BID COM18/2025 PAVING OF ROAD FROM SHABANGU VIA MWAYI SUPERMARKET, MAGAMUSINI AND NGOBENI ROAD WARD 11.

C11.8	**TOTAL CARRIED FORWARD TO SUMMARY**					

SCHEDULE A: ROADWORKS

PAVING OF ROAD FROM SHABANGU VIA MWAYI SUPERMARKET, MAGAMUSINI AND NGOBENI ROAD WARD 11 — **CHAPTER C11.9**

ITEM NO	DESCRIPTION	UNIT	LI	QUANTITY	RATE	AMOUNT
C11.9	**FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS**					
C11.9.1	Finishing the road and road reserve:					
C11.9.1.2	Single carriageway road	km		3.40		
C11.9.2	Treatment of old roads and temporary deviations:					
C11.9.2.1	Conventional construction methods	km		3.40		

BID NO: BID COM18/2025 PAVING OF ROAD FROM SHABANGU VIA MWAYI SUPERMARKET, MAGAMUSINI AND NGOBENI ROAD WARD 11.

C11.9	**TOTAL CARRIED FORWARD TO SUMMARY**					

SCHEDULE A: ROADWORKS **CHAPTER C12.6**

PAVING OF ROAD FROM SHABANGU VIA MWAYI SUPERMARKET, MAGAMUSINI AND NGOBENI ROAD WARD 11

ITEM NO	DESCRIPTION	UNIT	LI	QUANTITY	RATE	AMOUNT
C12.6	**MECHANICALLY STABILISED FILL AND GABIONS**					
C12.6.14	Foundation trench excavation:					
C12.6.14.1	Excavating all material situated within the following depth ranges below the surface level					
(a)	0 m to 1,5 m	m^3		75		
C12.6.14.2	Extra over sub-item C12.6.14.1(a) for excavation in hard material, irrespective of depth	m^3		22.5		
C12.6.14.3	Excavating soft material within 1,5 m below the surface level using labour enhancement construction methods:	m^3				
PSC12.6.18	Concrete bases for earth retaining systems (Cast in situ class 25/19 concrete)	m^3		45		
PSC12.6.19	Patented earth retaining systems (Loffelstein precast concrete blocks of type L300)	m^2		750		

BID NO: BID COM18/2025 PAVING OF ROAD FROM SHABANGU VIA MWAYI SUPERMARKET, MAGAMUSINI AND NGOBENI ROAD WARD 11.

C12.6	**TOTAL CARRIED FORWARD TO SUMMARY**					

SCHEDULE A: ROADWORKS **CHAPTER C20.1**

PAVING OF ROAD FROM SHABANGU VIA MWAYI SUPERMARKET, MAGAMUSINI AND NGOBENI ROAD WARD 11

ITEM NO	DESCRIPTION	UNIT	LI	QUANTITY	RATE	AMOUNT
C20.1	**TESTING MATERIALS AND JUDGEMENT OF WORKMANSHIP**					
C20.1.2.2	Employer's contribution to other special tests					
(a)	Other test	Prime Cost		1	250 000	R 250 000
(a.i)	Handling costs and profit in respect of item C20.1.2.2(a)	%		R 250 000		

BID NO: BID COM18/2025 PAVING OF ROAD FROM SHABANGU VIA MWAYI SUPERMARKET, MAGAMUSINI AND NGOBENI ROAD WARD 11.

C20.1	**TOTAL CARRIED FORWARD TO SUMMARY**					

PAVING OF ROAD FROM SHABANGU VIA MWAYI SUPERMARKET, MAGAMUSINI AND NGOBENI ROAD WARD 11			
SCHEDULE A: ROADWORKS - SUMMARY			
CHAPTER	**DESCRIPTION**	**FROM PAGE**	**AMOUNT**
C1.2	GENERAL REQUIREMENTS AND PAYMENT		
C1.3	CONTRACTOR'S SITE ESTABLISHMENT AND GENERAL OBLIGATIONS		
C1.4	FACILITIES FOR THE ENGINEER		
PSC1.5	ACCOMMODATION OF TRAFFIC		
C1.6	CLEARING AND GRUBBING		
C1.7	LOADING AND HAULING		
C2.1	GENERAL REQUIREMENTS AND TRENCHING FOR SERVICES		
C3.1	DRAINS		
C3.2	CULVERTS		
C3.3	CONCRETE KERBING AND CHANNELING, ASPHALT BERMS, CHUTES, DOWNPIPES, AS WELL AS CONCRETE, STONE PITCHED AND GABION LININGS FOR OPEN DRAINS		
C4.2	CUT MATERIALS		
C4.4	COMMERCIAL MATERIALS		
C5.1	ROADBED		
C5.3	ROAD PAVEMENT LAYERS		
C5.4	STABILISATION		
C6.2	SEGMENTAL BLOCK PAVING LAYERS		
C11.1	PITCHING, STONEWORK, CAST IN SITU CONCRETE FOR PROTECTION AGAINST EROSION		
C11.2	NON-STRUCTURAL GABIONS		
C11.5	FENCING		
C11.6	ROAD SIGNS		
C11.7	ROAD MARKINGS AND ROAD STUDS		
C11.8	LANDSCAPING AND PLANTING PLANTS		
C11.9	FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS		
C12.6	MECHANICALLY STABILISED FILL AND GABIONS		
C20.1	TESTING MATERIALS AND JUDGEMENT OF WORKMANSHIP		
SUBTOTAL CARRIED FORWARD			

SCHEDULE E: EXPANDED PUBLIC WORKS PROGRAMME (EPWP) **CHAPTER E**

PAVING OF ROAD FROM SHABANGU VIA MWAYI SUPERMARKET, MAGAMUSINI AND NGOBENI ROAD WARD 11

ITEM NO	DESCRIPTION	UNIT	LI	QUANTITY	RATE	AMOUNT
E	**EXPANDED PUBLIC WORKS PROGRAMME (EPWP)**					
E6.01	Provision of training venue facility, including the cost of transport the learners to and from this facility	Lump Sum		1		
E6.02	Training of learners employed by the contractor or by the Targeted Enterprise subcontractors:					
(a)	Generic Skills:					
(a.i)	Training costs	Prov Sum		1	250 000	R 250 000
(a.ii)	Handling costs and profit in respect of subitem E6.02(a)(i) above.	%		250 000		
(c)	Construction skills:					
(c.i)	Training costs	Prov Sum		1	250 000	R 250 000
(c.ii)	Handling costs and profit in respect of subitem E6.02(c)(i) above.	%		250 000		
(d)	Transportation and accommodation costs of selected learners only, while receiving off-site training:					
(d.i)	Transportation and accommodation costs	Prov Sum		1	15 000	R 15 000
(d.ii)	Handling costs and profit in respect of subitem E6.02(d)(i) above.	%		15 000,00		
E6.03	Payments associated with the NYS programme:					
(a)	Employment of NYS workers	Prov Sum		1	72 476	72 476

(c)	Handling cost and profit in respect of subitem E6.03(a) above	%		72 476		
E	**TOTAL CARRIED FORWARD TO SUMMARY**					

TENDER SUMMARY

PAVING OF ROAD FROM SHABANGU VIA MWAYI SUPERMARKET, MAGAMUSINI AND NGOBENI ROAD WARD 11		
SUMMARY OF BILL OF QUANTITIES		
SCHEDULE	**FROM PAGE**	**AMOUNT**
SCHEDULE A: ROADWORKS - SUMMARY		
TOTAL SCHEDULE E: EXPANDED PUBLIC WORKS PROGRAMME (EPWP)		
SUBTOTAL 1		
CONTINGENCIES (10% of Subtotal 1)		
SUBTOTAL 2		
CONTRACT PRICE ADJUSTMENT AND RISE & FALL (10% of Subtotal 2)		
SUBTOTAL 3		
VAT (15% of Subtotal 3)		
TOTAL CARRIED FORWARD TO FORM OF OFFER		

Signed on behalf of the Tenderer: ……. (Signature)

Date: ……

Tenderer's Name: ……. (Company Name)

DISCLAIMER

Kindly note that the responsibility lies with Tenderer to check the tender document and the tender addenda (if issued) to verify that all the information is correct, and all changes have been incorporated as no claims will be entertained in this regard afterwards. Accordingly, we confirm that the hard copies of the original tender document and the tender addenda are to be regarded to contain the correct items and quantities.

PART C3 SCOPE OF WORKS

PART C3: SCOPE of WORK

CONTENTS

		PAGES
C3.1 DESCRIPTION OF WORKS		**C3.1-1**
C3.1.1	Employer's Objectives	C3.1-1
C3.1.2	Overview of the Works	C3.1-1
C3.1.3	Extent of Works	C3.1-1
C3.1.4	Location of the Works	C3.1-1
C3.1.5	Temporary Works	C3.1-1
C3.2 ENGINEERING		**C3.2-1**
C3.2.1	Design	C3.2-1
C3.2.2	Employer's Design	C3.2-1
C3.2.3	Contractor's Design	C3.2-1
C3.2.4	Drawings	C3.2-1
C3.2.5	Design Procedure	C3.2-2
C3.3 PROCUREMENT		**C3.3-1**
C3.3.1	Preferential Procurement	C3.3-1
C3.3.2	Subcontracting	C3.3-1
C3.4 CONSTRUCTION		**C3.4-1**
C3.4.1	Works Specifications	C3.4-1
C3.4.2	Project Specifications Relating to Standard Specifications	C3.4-2
C3.5 MANAGEMENT		**C3.5-1**
C3.5.1	Management of the Works	C3.5-1
C3.6 HEALTH AND SAFETY		**C3.6-1**
C3.6.1	Health and Safety Requirements and Procedures	C3.6-1
C3.6.2	Protection of the Public	C3.6-1
C3.6.3	Barricades and Lighting	C3.6-1
C3.6.4	Traffic Control on Roads	C3.6-2
C3.6.5	Measures Against Disease and Epidemics	C3.6-2
C3.6.6	Aids Awareness	C3.6-2

C3.1: DESCRIPTION of WORKS

- **C3.1 DESCRIPTION OF THE WORKS**

C3.1.1 EMPLOYER'S OBJECTIVES

The employer's objectives are to deliver public infrastructure using labour-intensive methods with the aim of services delivery, job creation and poverty alleviation.

The Employer requires PAVING OF ROAD FROM SHABANGU VIA MWAYI SUPERMARKET, MAGAMUSINI AND NGOBENI ROAD WARD 11 from gravel to a formal block paved road. As part of the construction of the new road, job creation will occur through the employment of local labourers, and/or local subcontractors.

The Employer desires that the work required be of a high standard and be completed in the shortest practical time whilst creating jobs for local labourers and contractors.

General labor rate to be 43.72/ hour.

C3.1.2 OVERVIEW OF THE WORKS

1) The project entails the paving of road from Shabangu via Mwayi supermarket. Magamusini and Ngobeni road ward 11, from gravel/double seal surface to a formal paved road.
2) The road under consideration is approximately 3,4 km in length and provide access to residential houses located along the side and public clinic.
3) There are no formal cadastral boundaries for most of this area. The road currently meanders in between existing fences and boundary walls.
4) No formal cross section exists within the roadway. The existing road reserve varies in width of approximately 7.0 m to 10 m for sections of the proposed route. The road reserve is well defined within the existing boundary fences. The road provides direct access to individual properties and a public clinic. The existing Stormwater drainage will be upgraded with a completely new system consisting of pipe culverts and open concrete and earth lined drains in combination with mountable kerbs and edge beams.
5) Through traffic will be diverted onto adjacent roads. Local traffic will need to be accommodated within the road reserve providing access to local properties adjacent to the road.
6) The proposed new road will as far as possible follow the same horizontal alignment of the existing road, although improvements will be made to the road alignment (particularly the vertical alignment).

C3.1.3 EXTENT OF WORKS

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

(a) Contractor's establishment on site

(b) Compliance with EMP requirements

(c) Compliance with OHS act requirements

(d) Provisions of temporary workforce (ABE)

(e) Training of temporary workforce

(f) Housing, offices and laboratories for the engineer's personnel

(g) Maintenance of the road reserve including daily dust control

(h) Identifying and relocating of existing services (Electricity poles and water mains)

(i) Clearing and grubbing

(j) Construction of open drains and subsoil drainage

(k) Construction of stormwater pipes

(l) Construction of earth retaining wall

(m) Construction of pavement layer works

(n) Construction of prefabricated kerbing, edge beams, concrete chutes and concrete lined drains

(o) Laying of 20mm bedding sand

(p) Construction of 80 mm segmental concrete block paving

(q) Construction of grouted stone pitching

(r) Road markings

(s) Installation of road signs

(t) Site clearance and moving of fences and walls were deemed necessary by the Engineer;

(u) Finishing the road and road reserve

Details of the work are shown on the drawings and estimated quantities of the various types of work to be carried out under the contract are given in the Schedule of Quantities.

The Contractor's obligations shall also include strict compliance with any Environmental specifications and/or reports deemed to form part of this contract as well as any Occupation Health and Safety requirements.

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

Approximate quantities of each type of work are given in the Schedule of Quantities.

C3.1.4 LOCATION OF THE WORKS

The project is located in Mbombela Local Municipality which falls under Ehlanzeni District Municipality of Mpumalanga Province.

This place is situated in Clau Clau, in Kabokweni of the City of Mbombela Municipality, Ehlanzeni District in Mpumalanga Province, South Africa, its geographical coordinates are 25°21'56.40" South, 31° 09' 04.83" East.

C3.1.5 TEMPORARY WORKS

The Contractor shall, as relevant,

a) provide temporary drainage works, temporary pumps and other equipment as might be necessary for the protection, draining and dewatering of the works; and

b) Construct and maintain haulage, temporary access and construction roads, subject to the approval of the Employer, and permit the Employer, other Contractors, statutory bodies or any other person who might require legitimate access to or through the site for the purpose of executing legitimate business, free and unhindered usage of such roads.

c) Temporary water connections, Contractor's offices, storage sheds, latrines, barricading of Works shall be located in an approved position and subject to the approval of all authorities concerned.

d) Safety and Security of the Contractors' temporary works shall be at the Contractors' discretion.

e) The camp shall be adequately guarded during or outside working hours.

C3.2: ENGINEERING

- **C3.2 ENGINEERING**

C3.2.1 DESIGN

(a) The Employer is responsible for the design of the permanent Works as reflected in the Contract Documents unless otherwise stated.

(b) The Contractor is responsible for the design of the temporary Works (if applicable) and their compatibility with the permanent Works.

(c) The Contractor shall supply all details necessary to assist the Engineer in the compilation of the record drawings.

C3.2.2 EMPLOYER'S DESIGN

The Employer's Design is contained in the Tender Documentation and Drawings. Amendments to the design, if necessary, will be issued during the construction phase.

C3.2.3 CONTRACTOR'S DESIGN

Where the Contractor is to supply the design of designated parts of the permanent Works or temporary Works, he shall supply full working drawings supported by a professional engineer's design certificate.

C3.2.4 DRAWINGS

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

The Contractor shall ensure that accurate as-built records are kept of all infrastructure installed or relocated during the contract. The position of pipe bends, junction boxes, duct ends, and all other underground infrastructure shall be given by either co-ordinates or stake value and offset. Where necessary, levels shall also be given. A marked-up set of drawings shall also be kept and updated by the Contractor. This information shall be supplied to the Employer's Agent's Representative on a regular basis.

All information in possession of the Contractor, required by the Employer's Agent and/or the Employer's Agent's Representative to complete the as-built/record drawings, must be submitted to the Employer's Agent's Representative before a Certificate of Completion will be issued.

The Drawings prepared by the Employer for the permanent Works are listed below and are bound in a separate document or is attached at the back of this volume. The Employer reserves the right to issue and/or amended additional drawings during the Contract.

- **C3.2.5** **DESIGN PROCEDURES**

Not applicable.

C3.3: PROCUREMENT

- **C3.3 PROCUREMENT**
- **C3.3.1 PREFERENTIAL PROCUREMENT**
- **C3.3.1.1 Requirements**

Tenders will be evaluated in terms of the City of Mbombela Preferential Procurement Policy. Points will be awarded for price and specific contract participation goals as contained in the Tender Data.

- **C3.3.1.2 Resource standard pertaining to targeted procurement**

The Preferential Procurement Policy (PPP) of the City of Mbombela is applicable to this project. Refer to the Tender Data.

- **C3.3.2 SUBCONTRACTING**
- **C3.3.2.1 Scope of mandatory subcontract works**

a) Kerbing – R45 - R50 /m

b) V – Drains – R80 - R90 /m^3

c) Paving – R 55 - R60/ m^2

d) Gabions – R150 - R180/m^3

e) Backfilling water lines – R35 - R40/m^3

f) Erect diamond fence – R60/m

g) Brick wall – R60 - R80/m^2

h) Guard Rails – R 420 /m

i) Speed humps – R2,650/ Speed hump

j) Plastering – R70 – R80/m^2

k) Hiring of Mobile toilets – R2500 – R3000/month

However, local subcontractors should be considered provided they are capable.

- **C3.3.2.2 Preferred subcontractors/suppliers**

Where possible, local subcontractors should be considered for subcontract work provided they are capable.

- **C3.3.2.3 Subcontracting procedures**

The contractor is solely responsible for negotiating with local subcontractors.

- **C3.3.2.4 Attendance on subcontractors**

Not applicable.

C3.4: CONSTRUCTION

- **C3.4 CONSTRUCTION**

- **C3.4.1 WORKS SPECIFICATIONS**

The following specifications shall apply for the construction of the Works.

- **C3.4.1.1 Standard Specifications**

The COTO Standard Specifications for Road and Bridge Works for State Road Authorities (2020 Edition) shall apply for the construction of the Works.

The term "project specification" must be replaced by "scope of works" wherever it appears in these standardised specifications.

The term “Engineer” must be replaced by “Employer’s Agent” wherever it appears in these standardized specifications.

- **C3.4.1.2 National and International Standards**

The SANS or BS Specifications and Codes of Practice shall apply for the construction of the Works.

Wherever any reference is made to the South African National Standards (SANS) and the British Standards Specification (BSS) in either these Bill of Quantities or the Specification of Materials and Methods to be used (OOG-001E), this reference shall be deemed to read “SANS or equivalent standard” and BS or equivalent standard” respectively.

- **C3.4.1.3 Particular Specifications**

The following particular specifications shall apply for the construction of the Works.

Various other specifications specified in the COTO Standard Specifications or the Project Specifications.

Latest Sabita Manual, Manual 25 entitled “*Quality Management in the Handling and Transport of Bituminous Binders*”.

TG2 Second Edition May 2009, “*Technical Guideline for Bitumen Stabilised Materials (BSM)*” issued by the Asphalt Academy.

- **C3.4.1.3 Amendments to the COTO 2020 Edition Standardized Specifications**

PROJECT SPECIFICATIONS RELATING TO THE STANDARD SPECIFICATIONS AND OTHER ADDITIONAL SPECIFICATIONS

In certain clauses in the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020, allowance is made for 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 alternatives or additional requirements applicable to this Contract are contained in this part of the Project Specifications. It also contains the necessary additional specifications required for this Contract.

The clauses and payment items dealt with in this part of the Project Specifications are numbered ‘PS’ with a number corresponding to the relevant clause or item number in the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020.

New clauses and payment items not covered by clauses or items in the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020 have been included here and have also been designated with the prefix ‘PS’. Such clauses and items have been given a new number following upon the last number used in the particular chapter referred to in the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020.

CHAPTER 1.2 GENERAL REQUIREMENTS AND PROVISIONS

PART A: SPECIFICATION

PSA1.2.3.4 EXTENSION OF TIME FOR DELAYS BY RAINFALL

Add the following to the end of A1.2.3.4(b) Method 2 (Critical path method with consequential delays):

The value of “n” working days expected delay caused by normal rainy weather as referred to in Method (ii) shall be as given in the table below for each respective calendar month of any year:

Month	Expected delay of "n" working days due to normal rainy weather	Month	Expected delay of "n" working days due to normal rainy weather
January***	6(3)*	July	1
February	5	August	1
March	5	September	3
April	4	October	3
May	3	November	5
June	1	December***	6(2)*

*** Includes the whole month of December / January.
* The values in brackets are the expected delays to allow for the annual year-end shutdown period.

PSA1.2.3.11 ORDERING OF DAYWORKS

Replace Clause A1.2.3.11 with the following:

PSA1.2.3.11 DAYWORKS

a. Scope

Rates for daywork shall be entered in the under item C1.2.8.1 in accordance with the following specifications.

b. Daywork Rates

According to Clause 6.5 of the General Conditions of Contract 2015, certain work may be carried out using rates tendered in the daywork schedule. A schedule of personnel, construction equipment and vehicles which may be required to perform work on a daywork basis is included in the Bill of Quantities. The quantities used in the Bill of Quantities are for tender evaluation purposes only and the use or not of these items shall not constitute a variation in terms of Clause 6.3 of the General Conditions of Contract 2015.

No work will be paid for as daywork without the written instruction or approval of the Employer’s Agent.

c. Type of Work

The Employer’s Agent may order daywork in certain cases where it is necessary to vary or to extend the works due to new or unforeseen circumstances to such an extent that the tendered rates for specific items of work are no longer applicable, or where no suitable combination of tendered rates can be used to pay for such work.

As a general rule, applicable rates for additional work items will be agreed between the Contractor and the Employer’s Agent. Daywork will only be used in exceptional circumstances.

d. Materials

Materials for use in works carried out under daywork shall be purchased by the Contractor who shall also arrange for delivery to site, and shall be responsible for any other requirements associated with specific materials. A Provisional Sum has been allowed in C1.2.8 of the Bill of Quantities for daywork materials. The Contractor shall enter a tendered percentage in the Bill of Quantities to cover his handling costs and

profit, as per other provisional and prime cost sums in this Contract.

Materials shall be paid for using the method described in C2.1, 'Pricing Assumptions'. No contract price adjustment will be applicable to materials.

The Contractor shall submit proof of ownership for any materials used in daywork with his daywork claim to the Employer's Agent. Further, if specific materials are required for daywork, quotations will be called for as per Clause 6.5.2 of the General Conditions of Contract 2015.

e. **Construction Equipment**

Where daywork is ordered, the tendered rates for construction equipment in C1.2.8 of the Bill of Quantities shall be used in calculating the payment due for any construction equipment required to execute the daywork. If no rate is included in the Bill of Quantities for a particular item of construction equipment, and where no other rate or combination of rates would provide suitable compensation, then the daywork method of payment described in Clause 6.5.1.3 of the General Conditions of Contract 2015 will be used.

The tendered rates for each item of construction equipment shall include for all operating costs associated with the said item of construction equipment. Such costs are deemed to include fuel, re-fuelling costs, lubrication and routine servicing / maintenance, breakdowns and spares, all overhead costs, site management costs and administration costs. The tendered rates shall also include the construction equipment operator and the general supervision of the construction equipment while it is engaged in the daywork.

f. Salaries and Wages of Workmen

The salaries and wages of workmen executing daywork shall be paid for using the tendered rates in the Bill of Quantities. The tendered rates shall include for all costs associated with the employment of personnel, including salaries, wages, allowances, workmen's compensation, medical aid and pension contributions, government levies and taxes, training costs and any costs associated with living on the site. The tendered rates shall also include for the transportation of the workmen to the site of the daywork.

All overhead costs, administration costs, site management costs and the Contractor's profit are deemed to be covered by the daywork rates and no additions or mark ups will be made to the tendered rates.

The tendered rates shall also include any hand tools normally associated with the workmen's job description e.g. picks, shovels, hammers, saws and spirit levels. The tendered rate for labourers shall also include for the casual supervision by a gang leader or foreman. Only when specifically called for by the Employer's Agent, will payment be made for the use of a gang leader or foreman supervising on a continuous basis.

g. Measurement and Payment

The following principles shall also apply to the measurement and payment of daywork.

The unit of measurement for construction equipment shall be the number of Vibroclock hours worked and each item of construction equipment shall be fitted with a Vibroclock, the cost of which shall be included in the rates. Excessive non-productive time when the engine is idling will not be paid for. Where there is ambiguity between the flywheel horsepower and mass of the machine, the flywheel horsepower shall govern the measurement category. Where width and mass are specified, mass shall govern the measurement category.

The Contractor's attention is drawn to the requirements of Clauses 6.5.3 and 6.5.4 of the General Conditions of Contract 2015 with regard to the submission of lists and statements of personnel, materials and construction equipment used for daywork.

The payment items under C1.2.8 in the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020 will be applicable.

PSA1.2.3.18 Stakeholder liaison

Add the following to Clause A1.2.3.18:

a. Project Liaison Committee

The process of implementing infrastructure projects will be undertaken by means of structured engagement between those responsible for the delivery of the project and the community.

A Project Liaison Committee (PLC) is a vital means of communication between the parties involved with the project. A PLC may be formed if the project is such that a specific community can be identified.

The PLC comprises representatives of the employer, the engineer and formal structures within the community. The contractor shall make use of these communication channels, and shall appoint from amongst his site personnel a responsible person to participate in the affairs of the PLC, and this representative shall also attend the monthly PLC meetings when so requested.

The PLC shall meet at least once every month until such time as it is of the opinion that it could fulfil its tasks by meeting less frequently.

The PLC deals with local labour on the project, and is tasked with:

- assisting with community liaison and the resolution of community disputes;
- devising fair and transparent procedures that will assist the contractor in the engagement of labour;
- advising on and monitoring labour issues; and
- assisting in the resolution of labour disputes.

All labour recruitment, employment and associated risks shall remain the sole responsibility of the contractor.

A new pay item is included in Chapter 1.2 of the schedule of quantities relating to the payment of the PLC on a provisional sum basis. Payment under this item shall be made only for the period for which the duties of the PLC are required, and not necessarily for the full duration of the contract.

b. Community Liaison Officer (CLO)

The contractor, after consultation with the Project Liaison Committee (PLC), shall appoint a competent local person as a Community Liaison Officer (CLO). The contractor shall appoint the CLO as part of his site personnel, and shall direct all his liaison efforts with the local community through the appointed CLO.

The period of employment and the remuneration of the CLO shall be determined jointly by the contractor, the engineer and the employer.

The CLO shall:

i. represent the community and assist the contractor, the engineer and the employer with communication between them and the community;
ii. work an 8-hour day with a total of 40 hours worked per week, and shall be present on site each day except when performing off-site community liaison activities;
iii. communicate daily with the contractor on labour related issues such as numbers and skill;
iv. assist in the identification and screening of local labourers from the community in accordance with the contractor's requirements;
v. inform local labour of their conditions of employment, including their period of employment;
vi. attend disciplinary proceedings involving local labour, and ensure that hearings are fair and reasonable;
vii. attend all meetings at which the community and/or local labour are present or are required to be represented;
viii. attend monthly site meetings to report on community and local labour matters;
ix. keep a daily written record of interviews and community liaison;
x. submit monthly returns regarding community liaison; and
xi. carry out all such other duties as agreed upon between all parties concerned.

A new pay item is included in Chapter 1.2 of the schedule of quantities relating to the payment of the CLO on a provisional sum basis. Payment under this item shall be made only for the period for which the duties

of the CLO are required, and not necessarily for the full duration of the contract.
Add the following new Clause A1.2.3.24:

PSA1.2.3.24 Compliance with the Road Traffic Act

When a service necessitates vehicles or plant travelling or working on a public road, the following shall apply:

- The vehicles and plant shall be licensed in terms of the National Road Traffic Act 1996 (Act No. 93 of 1996) as amended.
- Every driver and operator of a vehicle or an item of plant shall be in possession of a valid permit in respect of the class of vehicle or item of plant he / she is driving or operating.

The Contractor shall provide, erect and maintain sufficient road signs, barricades, fencing and guarding as may be necessary or required by the Employer's Agent or by any act, regulation or statutory authority in order to minimise the danger and inconvenience caused to vehicle and pedestrian traffic. The Contractor by accepting this contract shall be deemed to have indemnified the Employer and the Employer's Agent against any claims, damages and / or costs that may arise in this regard.

Add the following new payment item.

PSC1.2 MEASUREMENT AND PAYMENT

Item **Unit**

PSC1.2.10 Community Participation

(a) Cost for community Participation (PLC and CLO) .....Prime Cost Sum

(b) Handling costs and profit in respect of sub-item PSC1.2.10(a) above ..... percentage (%)

Expenditure under this item shall be made in accordance with clause 6.6 of the General Conditions of Contract 2015.

The tendered percentage is a percentage of the amount of expenditure approved by the Employer's Agent under sub-item PSC1.2.10(a), and shall include full compensation for the handling costs of the Contractor and the profit in connection with the provision of a Community Liaison Officer."

Item **Unit**

PSC1.2.11 Remuneration for a student

(a) Remuneration for a student .....Prime Cost Sum

(b) Handling costs and profit in respect of sub-item PSC1.2.11(a) above ..... percentage (%)

Expenditure under this item shall be made in accordance with clause 6.6 of the General Conditions of Contract 2015.

The tendered percentage is a percentage of the amount of expenditure approved by the Employer's Agent under sub-item PSC1.2.11 (a), shall include full compensation for the handling costs of the Contractor and the profit in connection with the provision of a remuneration of a student."

CHAPTER 1.5 ACCOMMODATION OF TRAFFIC

PSA1.5 ACCOMMODATION OF TRAFFIC

PART A: SPECIFICATIONS

PSA1.5.3 GENERAL

PSA1.5.3.7 Penalty events

Add the following to the end of the first bullet point of subclause A1.5.3.7:

"The fixed penalty amount shall be R5000,00 per occurrence."

Add the following to the end of the second bullet point of subclause A1.5.3.7:

"The time-related penalty amount shall be R500,00 per hour."

CHAPTER 4.1 BORROW MATERIALS

PSA4.1 BORROW MATERIALS

PART A: SPECIFICATIONS

PSA4.1.3 GENERAL

PSA4.1.3.1 Employer identified borrow pits and quarries

Add the following to the end of the first paragraph of subclause A4.1.3.1:

"The Employer identified borrow pit is located borrow located approximately 2.35 km south-east of road D280 (km11.08), subject to all necessary legal requirements being in place."

Add the following to the end of the second paragraph of subclause A4.1.3.1:

"The geotechnical information for the borrow pit is provided in PART C4: SITE INFORMATION, C4.4 CONDITIONS ON SITE: MATERIALS INFORMATION, contained in the project specifications. The information provided is based on a investigations done on the borrow pit.

PSA4.1.3.4 Contractor prepared plans for borrow materials

Add the following to the end of the second bullet point of subclause A4.1.3.4:

"The materials manager shall be an experienced senior general foreman and shall spend at least 50% of each day managing the materials operations on the site.

The excavation controller shall be a general foreman and shall spend 100% of each day controlling the excavation operations on the site throughout the period that excavations are taking place at the borrow pit or in the cuttings or elsewhere on the site.

The stockpile controller shall be a junior foreman and shall spend 100% of each day controlling the stockpiling operations on the site throughout the period that stockpiling is taking place at the borrow pit or crusher or elsewhere on the site."

CHAPTER 5.3 ROAD PAVEMENT LAYERS

PSA5.3 ROAD PAVEMENT LAYERS

PART A: SPECIFICATIONS

PSA5.3.3 GENERAL

PSA5.3.3.2 Use of material

Add the following to the end of subclause A5.3.3.2:

"The proposed pavement layers comprise:

Base (stabilised)	150 mm thick subbase layer constructed from G6 quality material obtained from commercial sources (crushed on site and stabilised to C4 strength), compacted to 97% of MDD
Upper selected subgrade	150 mm thick upper selected subgrade layer constructed from G7 quality material obtained commercial sources, compacted to 95% of MDD
Lower selected subgrade	150 mm thick lower selected subgrade layer constructed from G7 quality material obtained predominantly from borrow pit, and from cuttings compacted to 93% of MDD
Shoulders	Shoulders compacted in layers of maximum thickness 150 mm, constructed from unsealed shoulder quality material obtained predominantly from cuttings (crushed on site where necessary), compacted to 95% of MDD

CHAPTER 11.4 ROAD RESTRAINT SYSTEMS

PSA11.4 ROAD RESTRAINT SYSTEMS

PART A: SPECIFICATIONS

PSA11.4.5 MATERIALS

PSA11.4.5.2 Materials

c) Guardrail posts

(i) Timber posts

Delete the fourth paragraph of subclause A11.4.5.2c)(i) and replace it with the following:

"Timber posts and spacer blocks shall be treated in accordance with SANS 10005 with creosote that complies with SANS 616. After the posts have been treated, they shall not be sawn, drilled or shaped without being retreated with preservative in accordance with SANS 10005."

C3.5: MANAGEMENT

- **C3.5 MANAGEMENT**

C3.5.1 MANAGEMENT OF THE WORKS

C3.5.1.1 Applicable Standards

The COTO (2020 Edition) Standardized Specifications listed in C3.4.1.1 are applicable.

- **C3.5.1.2 Particular/Generic Specifications**

Not applicable.

- **C3.5.1.3 Methods and Procedures**

(a) Maintenance of access and streets

The operation of construction vehicles on existing roads or streets, or streets that have been completed to the level of subbase, base or surfaced treatment, shall be limited to the traffic with an axle load not exceeding that allowed by the Road Traffic Ordinance of the authority concerned, or any amendment thereof. Hauling is strictly forbidden on sections of road or streets that have been completed as described above. The Contractor shall make use of a temporary haul road, or where not practically possible, program his work in such a manner that the haulage materials shall be restricted to that required for the particular section of street. No additional payment shall be made for the use of temporary haul roads and all relevant costs shall be deemed covered by the appropriate rates.

No additional payment will be made for the construction of temporary access roads to the construction site, borrow areas or the spoil sites, except for payment made under payment item 15.01 in the Bill of Quantities.

Should the Contractor make use of existing roads or streets for haulage, he shall be held responsible to clear the road or street of any spillage caused by his activities within one (1) day after such spillage occurred. No additional payment will be made for the cleaning of the spillage.

(b) Blasting operation

All blasting shall be carried out by a competent, registered blaster. The blaster shall furnish to the Engineer copies of all the permits required to purchase, transport, use and dispose of unused blasting material. The Contractor shall inform the commander of the local SAPS at least 1 day prior to the date and time blasting is about to take place.

No blasting operations shall take place on weekends or holidays or weekdays after 17h00.

The Contractor shall ensure that sufficient suitable material, to the satisfaction of the blaster, is available and in place before the blast is initiated.

(c) Normal working hours

Normal working hours shall be from 07h00 until 17h00 on weekdays from Monday to Friday. It shall be from 07h00 until 13h00 on Saturdays.

Work on other days will only be allowed after written approval has been granted by the Engineer.

(d) Interference with municipal staff and operations

The Contractor shall ensure that none of his staff interfere in any way with any municipal staff member or their functions.

Any person ignoring this shall be removed permanently from site, all at the expense of the Contractor.

(e) Access for other contractors

The Contractor shall provide reasonable access to other Contractors carrying out work on the site from time to time, as and when such access is required. The Contractor is entitled to request reasonable notification of at least 24 hours before access by others is required.

The contractual responsibilities of the Contractor shall remain in full force in spite of the other Contractors having access to the site.

(f) Giving notice of work to be covered up

The Contractor shall give the Engineer at least 24 hours' notice prior to a request for examination of materials or work to be covered up. This request must be made in the request book on site.

Should such a request be made and upon inspection the Engineer found that the works or materials are not yet ready for inspection, the Contractor shall reimburse the Engineer within 30 days of invoice for all expenses incurred as a result.

(g) Sequence of the works

The Contractor shall execute the Works in accordance with the approved programme.

- **C3.5.1.4 <u>Quality plans and control (Testing)</u>**

Refer to Section C3.4.2.5(b).

- **C3.5.1.5 Environmental Management Plan (EMP)**

(a) Demarcation of the site

For the purpose of the EMP, the site shall be demarcated into two distinct areas, viz.;

(i) The construction camp comprising all buildings, hostels, offices, lay down yards, vehicle wash areas, fuel and material storage area, batching areas and other infrastructure that is required for the running of the job.

(ii) The working area in which construction activities are permitted to take place. No infrastructure, permanent lay down or storage areas shall be established in this working are unless specified in the project specification or prior approval is obtained from the Engineer.

(b) Construction camp

The Contractor shall provide the Engineer with a plan showing the positions of all buildings, yards, vehicle wash areas, batching areas and other infrastructure for approval by the Engineer at least ten (10) days prior to the commencement date.

(c) Fencing of site

If a temporary fence is required, the Contractor shall erect and maintain such a fence (demarcating the boundary of the working area, construction camp and access roads) to the satisfaction of the Engineer.

This fence shall be erected before the commencement of any other work on site. The fence shall be removed after completion of the project and the site reinstated to its original state.

(d) Workshops

All workshops shall be located inside the demarcated construction camp area as approved by the Engineer prior to establishment. The workshop shall have a smooth impermeable concrete floor sloped to one side where oil is trapped in an oil trap or sump to contain any spillages of substances such as oil.

Waste material shall be disposed of in accordance with the national, regional and local by-laws regulations and by-laws. The waste shall be regularly removed and disposed of at an approved site.

(e) Eating areas

The Contractor's employees shall eat in a designated eating area indicated on the drawing approved by the Engineer. The Contractor shall provide adequate shade and provide scavenger proof and waterproof refuse bins. Cooking will only take place in this area on well-maintained gas cookers with fire extinguishers present. Open fires other than the gas cookers shall not be allowed.

(f) Watchmen

The Contractor shall have a watchman present on site during non-working hours and on holidays to ensure the safety of plant and materials on site.

(g) Ablution facilities

The exact location of toilets shall be approved by the Engineer. The Contractor shall provide the toilets and maintain and service it on a daily basis. The toilets shall be kept clean. Regular inspections shall be conducted by the Engineer. Burial of waste on site is strictly forbidden. Leaking or broken toilets shall be removed and replaced immediately by the Contractor.

(h) Solid waste

"Solid waste" refers to construction debris, chemical waste, tins, cans, paper, wrappers, excess concrete, waste timber, etc.

The Contractor shall establish a waste control and removal system. He shall submit a method statement to the Engineer for approval prior to commencement.

Appropriate solid waste containers shall be provided for the storage of waste. The containers shall be water proof. The waste shall be removed on a regular basis to prevent the accumulation of waste on site and disposed of at an approved waste site.

(i) Wastewater

Water shall be used sparingly on site. Where possible, wastewater shall be recycled. A wastewater management plan shall be submitted to the Engineer for approval 10 days prior to the commencement date.

The management plan shall detail the expected extent of the contamination of each wastewater stream and how the Contractor plans to deal with it.

Wastewater shall be prevented from flowing into the Olifants River.

(j) Fuel storage area

Fuel shall be stored on site in a depot at a location as agreed with the Engineer. The Contractor shall ensure that liquid fuels are stored in tanks with lids. The tanks shall be placed on a sloped smooth concrete surface with an oil trap on the lower end to collect any spillage.

Fuel shall be kept under lock at all times.

(k) Concrete batching area

Cement and concrete is hazardous to the environment due to the high pH of the material and the chemicals it contains.

The Contractor shall furnish to the Engineer for approval a method statement for the mixing of concrete. Concrete shall not be mixed directly on the ground. Care must be taken to ensure

that wastewater and contaminated material is collected and disposed of correctly.

(l) Equipment maintenance and storage

All equipment and vehicles shall be kept in good working order and serviced regularly. Leaking equipment shall be repaired immediately or removed from site. Where possible, maintenance and service shall take place only in the workshop. Permission must be obtained from the Engineer if the aforementioned cannot be adhered to.

The Contractor shall demarcate an area in which the equipment and vehicles may be stored. The location shall be approved by the Engineer.

(m) Materials handling, use and storage

The Contractor is responsible to ensure that all material suppliers are aware of the EMP's restrictions and conditions. The Contractor shall be held responsible should deliveries not comply with the EMP requirements.

The Contractor shall comply with all relevant national, regional and local legislation with regard to the transport, use and disposal of hazardous material.

The Contractor shall furnish to the Engineer a list of all hazardous materials to be used on site, together with the handling, storage and disposal procedures of the materials. This information shall be available to all personnel on site.

The location of the hazardous material store shall be within the demarcated construction camp area. The location shall be approved by the Engineer.

Where possible, the Contractor shall ensure that the refueling of vehicles takes place only at the fuel storage area in the construction camp. If this is not possible, the Contractor shall obtain permission from the Engineer to refuel at any other place. Contaminated material and wastewater at the refueling area shall be contained and disposed of correctly.

(n) Emergency procedures

The Contractor shall ensure that emergency procedures for the following situations are submitted for approval to the Engineer;

Fire – the Contractor shall inform the relevant authority immediately as soon as a fire starts. The Contractor shall ensure that his staff and subcontractors are fully aware of the procedures to be followed in the event of a fire.

Spillages – the Contractor shall ensure that his staff and subcontractors are fully aware of the procedures to be followed in the event of a spillage. The Engineer must be informed immediately about a spill. The Contractor shall ensure that the necessary materials and equipment is on site to deal with spills and leaks. The cleanup of spills and leaks shall be for the account of the Contractor.

(o) Care of surrounding areas

The Contractor shall ensure that no contamination of or damage to the surrounding areas or watercourses shall occur as a result of any of his activities during construction.

- **C3.5.1.6 Planning and programming**

The programme to be furnished by the Contractor to the Engineer for approval shall be in the form of a Gantt chart. The critical path shall be indicated in red.

- **C3.5.1.7 Other Contractors on site**

No other road construction contractors will be on site during the implementation of the project.

- **C3.5.1.8 Recording of weather**

The Contractor shall record the weather conditions on a daily basis in the site diary. Rainfall figures and strong wind which could delay the Works shall be noted and recorded.

- **C3.5.1.9 Format of communications**

All communication regarding the Contract shall be channelled through the Engineer or his representative.

- **C3.5.1.10 Planning and programming**

Management meeting shall be held monthly on site for the duration of the project on dates to be agreed upon.

- **C3.5.1.11 Daily records**

Daily records of plant, personnel, materials, etc., shall be kept daily by the Contractor and noted in the site diary to be supplied by the Contractor before commencement date of the project.

C3.6: HEALTH AND SAFETY

- **C3.6 HEALTH AND SAFETY**

C3.6.1 HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES

(a) Construction Regulations, 2003

The Contractor shall be required to comply with the Occupational Health and Safety Act, 1993: Construction Regulations, 2003 (the regulations) as promulgated in Government Gazette No 25207 and Regulation Gazette No 7721 of 18 July 2003 Non-compliance with these regulations, in any way whatsoever, will be adequate reason for suspending the Works.

The proposed type of work, materials to be used and potential hazards likely to be encountered on this Contract are detailed in the Project Specifications, Schedule of Quantity and Drawings, as well as in the Employers' Health and Safety Specifications (regulation 4(1)) of the Construction Regulations 2003.

The Contractor shall in terms of regulation 5(1) provide a comprehensive health and safety plan detailing his proposed compliance with the regulations, for approval by the Employer.

The Contractor shall at all times be responsible for full compliance with the approved plan as well as the Construction Regulations and no extension of time will be considered for delays due to non-compliance with the abovementioned plan or regulations.

Payment items are included in the Schedule of Quantities to cover the Contractor's cost for compliance with the OHS Act and the abovementioned regulations.

C3.6.2 PROTECTION OF THE PUBLIC

The site is accessible to the general public. The Contractor shall ensure that all personnel entering the construction site is fully informed about the dangers, dos and don’ts on the site. The Contractor shall ensure that non-construction personnel are protected within the guidelines of the OH&S Regulations.

C3.6.3 BARRICADES AND LIGHTING

All excavations, into which a person may fall, shall be securely barricaded at all times in accordance with the requirements of the applicable OH&S Regulations.

- **C3.6.4 TRAFFIC CONTROL ON ROADS**

The Safety Officer shall take full responsibility for the traffic control in and around the site. The personnel on site shall be fully informed and trained by the Safety Officer regarding the construction traffic and general traffic control.

- **C3.6.5 MEASURES AGAINST DISEASE AND EPIDEMICS**

  Necessary measures must be adopted and implement occupational health and safety measures to reduce and eliminate the escalations of infections in workplaces against disease, epidemics and pandemics on site as and when directed by the Department of Labour.

- **C3.6.6 AIDS AWARENESS**

  All construction personnel shall be given an Aids Awareness briefing session by the Safety Officer.

PART C4 SITE INFORMATION

PART C4: SITE INFORMATION

GENERAL

This section describes the site at the time of tender to enable the tenderer to price his tender and to decide upon his method of working and programming and risks.

CONTENTS

SI1 Site location
SI2 Climatic Condition
SI3 Geotechnical Investigation
SI4 Photographs of existing information

SI 1 project Location

1.1 Site Location

The project is located in Clau-Clau township in Mbombela Local Municipality which falls under Ehlanzeni District Municipality of Mpumalanga Province.

This place is situated in Clau-Clau, Kabokweni, Ehlanzeni District in Mpumalanga Province, South Africa, its geographical coordinates are 25°21'56.40" South, 31° 09' 04.83" East.

Figure 1: Locality Plan of the Project

SI 2 Climatic Condition

The project is located in the Mpumalanga Province which falls within a moderate and wet climatic region with a Weinert N of less than 2 to TRH4(1996). Thornthwaite's Moisture Index varies from 0 to 20 which indicates moist sub-humid climate. The materials in this region are sensitive to chemical weathering.

The rainfall averages at 934 mm per annum. Precipitation is the lowest in June, with an average of 10 mm. Most precipitation falls in January, with an average of 162 mm. The temperature here averages 19.2°C annually. With an average of 22.6 °C, February is the warmest month. July has the lowest average temperature of the year at 14.3°C. During the year, the average temperatures vary by 8.3°C.

The month with the most relative humidity is January (55.02 %). The month with the lowest amount of relative humidity is August (55.02 %). The wettest month is December (18.67 days), whilst the driest is June (2.47 days).

SI 3 GEOTECHNICAL INVESTIGATON

The findings of this investigation are elucidated in their report, the summary of which is available at request from the Employer's Agent. All the relevant material testing data is included in the report.

A summary of the geotechnical report findings is provided below.

TOPOGRAPHY

According to the topographic map a network of non-perennial rivers flows through the study area. The non-perennial river flowing through the start of road 01 was confirmed to be flowing with water during the investigation. Further observations on site suggest that the stream may flow with water all year round.

SI3.1 GEOLOGY

According to the 1:250 000 scale geological map 2530 Barberton published by the Council of Geoscience; the study area is underlain by grey to white, coarse grained biotite granite. According to the geological map, this study area is not underlain by dolomitic bedrock and a stability investigation is therefore not required.

S3.2 GROUNDWATER

Groundwater seepage was encountered at test pits TP01 at 1.20m and TP02 at 0.75m. TP01 is located adjacent to a stream and the groundwater encountered may be reflective of a potential water table. Moist to very moist soil conditions were also encountered at various test pits across the study area. Water loving plants were observed near the study area and this may indicate water saturated subsurface soil conditions. Water was also seen ponding and flowing in various areas across the study area. These wet conditions were observed after a rainy period and were encountered on road 01 between TP01 and TP02.

SI3.3 LABORATORY TEST

Disturbed bulk soil samples were collected during the field investigation to be tested in a SANAS accredited soil laboratory. Testing was conducted to determine the engineering properties of the soil, for which reporting, analysis and recommendations are provided based on the results. A summary of the test results is indicated below.

		Description	Sieve Analysis Cumulative percentage passing												Grading Modulus	Atterberg Limits			UCS / CBR					MDD (kg/m³)	OMC (%)	Classifications			
Depth (m)	Sample No		100,0	75,0	63,0	50,0	37,5	28	20,0	14,0	5,00	2,00	0,425	0,075		Liquid Limit	Plasticity Index	Linear Shrinkage	100	97	95	93	90			Unified Soil	COLTO	US Highway	Group Index
Paving road from Shabangu via Mwayi supermarket, Magamusini and Ngobeni road ward 11																													
TP01																													
0,00 - 0,20	MS4287-22	lt Yellow Poorly graded sand		100	98	95	90	87	83	77	68	46	15	4	2,35		NP	0,0	59	36	26	23	17	2078	7,9	SP	G6	A-1-a	0
0,20 - 0,35	MS4288-22	lt Red. Orange Well graded silty sand		100	97	95	91	89	84	76	67	51	19	7	2,24		SP	1,0	68	43	32	27	21	2194	7,0	sw/sm	G6	A-1-b	0
0,35 - 0,70	MS4289-22	drk Yellow Well graded silty sand		100	96	89	77	72	65	61	52	42	16	6	2,37		NP	0,0	104	69	52	37	22	2185	5,8	sw/sm	G5	A-1-a	0
0,70 - 1,20	MS4290-22	lt Grey Well graded silty sand							100	99	90	71	23	8	1,98		NP	0,0	51	31	22	14	7	2064	7,7	sw/sm	G8	A-1-b	0
TP02																													
0,00 - 0,25	MS4291-22	drk Yellow Well graded silty sand			100	98	94	93	92	91	84	65	31	8	1,96		NP	0,0	96	66	52	37	22	2136	6,6	sw/sm	G5	A-1-b	0
0,25 - 0,75	MS4292-22	drk Grey Well graded silty sand			100	98	94	93	93	92	88	72	24	9	1,96		NP	0,0	115	52	30	21	13	2068	7,2	sw/sm	G6	A-1-b	0
0,75 - 1,20	MS4293-22	lt Grey Well graded silty sand						100	98	97	93	73	24	8	1,95		NP	0,0	58	35	25	17	10	2134	6,0	sw/sm	G6	A-1-b	0
TP 03																													
0,00 - 0,35	MS4294-22	drk Red. Orange Well graded silty sand		100	96	94	90	89	88	86	80	53	24	8	2,15		SP	1,0	66	43	33	25	17	2115	7,6	sw/sm	G6	A-1-b	0
0,35 - 0,65	MS4295-22	drk Yellow Well graded silty sand			100	98	94	93	93	92	76	58	19	7	2,16		NP	0,0	77	51	39	27	17	2041	8,6	sw/sm	G6	A-1-b	0
0,65 - 1,20	MS4296-22	drk Grey Well graded silty sand							100	99	93	71	28	8	1,93		NP	0,0	118	62	41	31	18	2002	6,5	sw/sm	G6	A-1-b	0
TP 04																													
0,00 - 0,65	MS4297-22	lt Brown Poorly graded sand		95	93	89	84	82	80	74	68	45	14	3	2,38		NP	0,0	69	44	33	27	19	2033	6,0	SP	G6	A-1-a	0
0,65 - 0,95	MS4298-22	drk Brown Poorly graded sand		96	93	89	82	81	79	73	61	41	16	4	2,39		NP	0,0	132	74	51	38	24	2090	7,1	SP	G5	A-1-a	0
TP 05																													
0,00 - 0,10	MS4299-22	drk Reddish Brown Well graded clayey sand			100	99	98	97	95	91	85	56	19	9	2,16	24,0	8,0	3,5	-	-	-	-	-	-	-	sw/sc	-	A-2-4	0
0,10 - 0,75	MS4300-22	lt Yellow Well graded silty sand								100	99	91	23	6	1,80		NP	0,0	44	29	21	15	9	1982	6,5	sw/sm	G7	A-1-b	0
0,75 - 1,20	MS4301-22	drk Grey Well graded silty sand		100	98	93	89	86	85	83	82	77	23	6	1,94		NP	0,0	59	39	29	25	19	1982	6,6	sw/sm	G6	A-1-b	0

		Description	Sieve Analysis Cumulative percentage passing												Grading Modulus	Atterberg Limits			UCS / CBR					MDD (kg/m³)	OMC (%)	Classifications			
Depth (m)	Sample No		100,0	75,0	63,0	50,0	37,5	28	20,0	14,0	5,00	2,00	0,425	0,075		Liquid Limit	Plasticity Index	Linear Shrinkage	100	97	95	93	90			Unified Soil	COLTO	US Highway	Group Index
Paving road from Shabangu via Mwayi supermarket, Magamusini and Ngobeni road ward 11																													
TP06																													
0,00 - 0,30	MS4305-22	drk Yellow Well graded silty sand		92	89	85	80	77	75	68	59	40	12	5	2,44	20,0	SP	1,5	72	47	36	32	26	2130	7,2	sw/sm	G6	A-1-a	0
0,30 - 0,80	MS4306-22	drk Yellow Poorly graded sand		94	87	81	77	74	71	66	54	36	11	3	2,50		NP	0,0	83	48	33	23	14	2045	7,5	SP	G6	A-1-a	0
0,80 - 1,15	MS4307-22	lt Grey Well graded silty sand		100	95	92	90	87	84	72	66	52	21	8	2,19		NP	0,0	119	85	68	52	35	2109	7,2	sw/sm	G5	A-1-b	0
TP07																													
0,00 - 0,10	MS4308-22	lt Brown Well graded silty/clayey sand		96	94	90	86	81	79	73	59	47	18	8	2,27	22,0	5,0	2,5	-	-	-	-	-	-	-	sw/sm/sc	-	A-1-a	0
0,10 - 0,65	MS4309-22	drk Red. Orange Well graded silty sand		97	91	81	70	70	68	68	57	41	16	6	2,38		NP	0,0	72	53	44	27	14	2170	7,0	sw/sm	G6	A-1-a	0
0,65 - 1,10	MS4310-22	drk Red. Orange Well graded silty sand		100	97	97	93	93	92	90	75	49	16	7	2,28		SP	1,0	68	45	34	28	20	2160	7,0	sw/sm	G6	A-1-a	0
TP08																													
0,00 - 0,20	MS4311-22	drk Yellow Well graded silty sand		100	98	97	92	89	88	84	66	44	19	6	2,32		NP	0,0	89	48	32	25	16	2088	7,9	sw/sm	G6	A-1-a	0
0,20 - 0,50	MS4312-22	drk Brown Well graded silty sand		100	93	87	79	76	74	72	62	44	17	6	2,33		NP	0,0	47	31	24	19	14	2137	8,5	sw/sm	G7	A-1-a	0
0,50 - 0,90	MS4313-22	drk Reddish Brown Poorly graded clayey sand			100	93	89	89	88	88	69	57	22	11	2,10	31,0	10,0	5,5	10	7	6	4	3	1998	10,8	sp/sc	<G9	A-2-4	0
0,90 - 1,20	MS4314-22	drk Reddish Brown Poorly graded clayey sand							100	99	86	74	23	12	1,91	31,9	10,0	5,5	3	2	2	2	1	1895	10,5	sp/sc	<G9	A-2-4	0
TP09																													
0,00 - 0,20	MS4302-22	drk Yellow Well graded silty sand				100	95	94	92	88	80	58	22	5	2,16		NP	0,0	46	26	17	14	10	2024	7,5	sw/sm	G8	A-1-b	0
0,20 - 0,35	MS4303-22	lt Brown Well graded silty sand								100	97	85	33	9	1,73		NP	0,0	96	60	43	35	24	2071	8,2	sw/sm	G6	A-1-b	0
0,35 - 1,15	MS4304-22	lt Brown Well graded silty sand								99	97	84	30	8	1,78		NP	0,0	91	55	40	32	21	2051	6,9	sw/sm	G6	A-1-b	0

SI3.4 TREATED MATERIAL FROM ROADWAY

Various soil material from the roadway was selected and stabilized with LaFarge Cement II/B-L 32.5N Road Cement at 1%, 2% and 3%. The material was selected based on COTO classification and availability (from field work sampling) prior to the stabilization. The treated material from the roadway produced C3 and C4 stabilized material.

SI3.5 BORROW PIT SURVEY

An investigation was conducted to locate the presence of natural borrow areas near the study area. The two borrow pits investigate have suitable material ranging from G5 to G7 and when treated with LaFarge Cement II/B-L 32.5N Road Cement produced C3 and C4 stabilized material.

Although borrow pit investigations were undertaken, material will be sourced commercially if negotiation with landowners is not successful.

SI 4 Photographs of existing information

ANNEXURE A: OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS

OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS

CONTENTS

PARTICULAR SPECIFICATIONS A-1

AGREEMENT OCCUPATIONAL HEALTH AND SAFETY A-10

CONTRACTOR'S HEALTH AND SAFETY DECLARATION A-13

PRO FORMA NOTIFICATION A-16

PARTICULAR SPECIFICATIONS

SECTION OHS: OHSA 1993: HEALTH AND SAFETY SPECIFICATION

1 SCOPE

This specification covers the health and safety requirements to be met by the Contractor to ensure a continued safe and healthy environment for all workers, employees and subcontractors under his control and for all other persons entering the site of works.

This specification shall be read with the Occupational Health and Safety Act (Act No 85 and amendment Act No 181) 1993, and the corresponding Construction Regulations 2014, and all other safety codes and specifications referred to in the said Construction.

In terms of the OHSA Agreement in Section (C1.4) of the Contract document, the status of the Contractor as mandatory to the Employer (client) is that of an employer in his own right, responsible to comply with all provisions of OHSA 1993, the Construction Regulations 2014.

The following are possible risks associated with this project:

- Please insert the risks associated with the project here

Additional risks may arise from specific methods of construction selected by the Contractor which are not necessary covered in the above.

2 DEFINITIONS

For the purpose of this contract the following shall apply:

Employer" where used in the contract documents and in this specification, means the Employer as defined in the General Conditions of Contract and it shall have the exact same meaning as "**client**" as defined in the Construction Regulations 2014. "**Employer**" and "**client**" is therefore interchangeable and shall be read in the context of the relevant document.

(b) "**Contractor**" wherever used in the contract documents and in this specification, shall have the same meaning as "**Contractor**" as defined in the General Conditions of Contract.

In this specification the terms "**principal contractor**" and "**contractor**" are replaced with "**Contractor**" and "**subcontractor**" respectively.

For the purpose of this contract the **Contractor** will, in terms of OHSA 1993, be the mandatory, without derogating from his status as an employer in his own right.

(c) "**Engineer**" where used in this specification, means the Engineer as defined in the General Conditions of Contract. In terms of the Construction Regulations the Engineer may act as agent on behalf of the Employer (the client as defined in the Construction Regulations).

3 TENDERS

The Contractor shall submit the following with his tender:

(a) a documented Health and Safety Plan as stipulated in Regulation 7 of the Construction Regulations. The Safety Plan must be based on the Construction Regulations 2014 and will be subject to approval by the Employer;

(b) a declaration to the effect that he has the competence and necessary resources to carry out the work safely in compliance with the Construction Regulations 2014;

(c) a declaration to the effect that he made provision in his tender for the cost of the health and safety measures envisaged in the Construction Regulations.

(d) Failure to submit the foregoing with his tender, will lead to the conclusion that the Contractor will not be able to carry out the work under the contract safely in accordance with the Construction Regulations.

4 NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK

After award of the contract, but before commencement of construction work, the Contractor shall, in terms of Regulation 3, notify the Provincial Director of the Department of Labour in writing if the following work is involved:

(a) the demolition of structures and dismantling of fixed plant of height of 3,0m or more;

(b) the use of explosives;

(c) construction work that will exceed 30 days or 300 person-days;

(e) excavation work deeper than 1,0m; or

(f) working at a height greater than 3,0m above ground or landings.

The notification must be done in the form of the pro forma included under Section T2 (Forms to be Completed by Tenderer) of the tender document.

A copy of the notification form must be kept on site, available for inspection by inspectors, Employer, Engineer, employees and persons on site.

5 RISK ASSESSMENT

Before commencement of any construction work during the construction period, the Contractor shall have a risk assessment performed and recorded in writing by a competent person. (Refer Regulation 9 of the Construction Regulations 2014).

The risk assessment shall identify and evaluate the risks and hazards that may be expected during the execution of the work under the contract, and it shall include a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards identified.

The risk assessment shall be available on site for inspection by inspectors, Employer, Engineer, subcontractors, employees, trade unions and health and safety committee members, and must be monitored and reviewed periodically by the Contractor.

6 APPOINTMENT OF EMPLOYEES AND SUBCONTRACTORS

6.1 Health and Safety plan

The Contractor shall appoint his employees and any subcontractors to be employed on the contract, in writing, and he shall provide them with a copy of his documented Health and Safety Plan, or relevant sections thereof. The Contractor shall ensure that all subcontractors and employees are committed to the implementation of his Safety Plan.

6.2 Health and safety induction training

The Contractor shall ensure that all employees under his control, including subcontractors and their employees, undergo a health and safety induction training course by a competent person before commencement of construction work. No visitor or other person shall be allowed or permitted to enter the site of the works unless such person has undergone health and safety training pertaining to hazards prevalent on site.

The Contractor shall ensure that every employee on site shall at all times be in possession of proof of the health and safety induction training issued by a competent person prior to commencement of construction work.

7 APPOINTMENT OF SAFETY PERSONNEL

7.1 Construction Supervisor

The Contractor shall appoint a full-time **Construction Supervisor** with the duty of supervising the performance of the construction work.

He may also have to appoint one or more competent employees to assist the construction supervisor where justified by the scope and complexity of the works.

7.2 Construction safety officer

Taking into consideration the size of the project and the hazards or dangers that can be expected, the Contractor shall appoint in writing a full-time or part-time **Construction Safety Officer** if so decided by the client. The Safety Officer shall have the necessary competence and resources to perform his duties diligently.

Provision shall be made by the Contractor in his rates, to cover the cost of this dedicated construction safety officer appointed after award of the contract.

7.3 Health and safety representatives

In terms of **Section 17 and 18 of the Act (OHSA 1993)** the Contractor, being the employer in terms of the Act for the execution of the contract, shall appoint a **health and safety representative** whenever he has more than 20 employees in his employment on the site of the works. The health and safety representative must be selected from employees who are employed in a full-time capacity at a specific workplace.

The number of health and safety representatives for a workplace shall be at least one for every 100 employees.

The function of health and safety representative(s) will be to review the effectiveness of health and safety measures, to identify potential hazards and major incidents, to examine causes of incidents (in collaboration with his employer, the Contractor), to investigate complaints by employees relating to health and safety at work, to make representations to the employer (Contractor) or inspector on general matters affecting the health and safety of employees, to inspect the workplace, plant, machinery etc. on a regular base, to participate in consultations with inspectors and to attend meetings of the health and safety committee.

7.4 Health and safety committee

In terms of Sections **17 and 18 of the Act (OHSA 1993)** the Contractor (as employer), shall establish one or more **health and safety committee(s)** where there are two or more health and safety representatives at a workplace. The persons selected by the Contractor to serve on the committee shall be designated in writing.

The function of the health and safety committee shall be to hold meetings at regular intervals, but at least once every three months, to review the health and safety measures on the contract, to discuss incidents related to health and safety with the Contractor and the inspector, and to make recommendations regarding health and safety to the Contractor and to keep record of recommendations and reports made by the committee.

7.5 Competent persons

In accordance with the Construction Regulations the Contractor has to appoint in writing **competent persons** responsible for supervising construction work on each of the following work situations that may be expected on the site of the works.

(a) Risk assessment and induction training as described in Regulation 9 of the Construction Regulations;

(b) Fall protection as described in Regulation 10;

(c) Structures described in Regulation 11;

(d) Temporary works described in Regulation 12;

(e) Excavation described in Regulation 13;

(f) Demolition work described in Regulation 14;

(g) Tunneling as described in Regulation 15;

(h) Scaffolding as described in Regulation 16;

(i) Suspended platforms as described in Regulation 17;

(j) Rope Access Work as described in Regulation 18;

(k) Material hoists as described in Regulation 19;

(l) Bulk mixing plant as described in Regulation 20;

(m) Explosive actuated fastening device as described in Regulation 21;

(n) Cranes as described in Regulation 22;

(o) Construction vehicle and mobile as described in Regulation 23;

(p) Electrical installations and machinery of construction sites as described in Regulation 24;

(q) Use and temporary storage of flammable liquids on construction sites as described in Regulation 25;

(r) Water environments as described in Regulation 26;

(s) Housekeeping and general safeguarding on construction sites as described in Regulation 27;

(t) Stacking and storage on construction sites as described in Regulation 28;

(u) Fire precautions on construction sites as described in Regulation 29, and

(s) Construction employees' facilities as described in Regulation 30.

A competent person may be appointed for more than one part of the construction work with the understanding that the person must be suitably qualified and able to supervise at the same time the construction work on all the work situations for which he has been appointed.

The appointment of competent persons to supervise parts of the construction work does not relieve the Contractor from any of his responsibilities to comply with **all** requirements of the Construction Regulations.

8 RECORDS AND REGISTERS

In accordance with the Construction Regulations the Contractor is bound to keep records and registers related to health and safety on site for periodic inspection by inspectors, the Engineer, the Employer, trade union officials and subcontractors and employees. The following records and registers must be kept on site and shall be available for inspection at all times.

(a) A copy of the OHSA 1993 Construction Regulations 2014;

(b) A copy of this Health and Safety Specification;

(c) A copy of the Contractor's Health and Safety Plan (Regulation 7);

(d) A copy of the Notification of Construction Work (Regulation 4);

(e) A health and safety file in terms of Regulation 5(1)(b) with inputs by the Construction Safety Officer (Regulation 7(1));

(f) A copy of the risk assessment described in Regulation 9;

(g) A full protection plan and the corresponding records of evaluation and training of employees working from elevated positions as described in Regulation 10;

(h) Drawings pertaining to the design of structures (Regulation 11(1)(c)) and formwork and support work structures (Regulation 12) must be kept on site;

(i) Pronouncement of the safety of excavations must be recorded in a register to be kept on site (Regulation 13);

(j) A copy of the certificate of the system design for suspended platforms (Regulation 17(2)(b));

(k) A notice must be affixed around the base towers of material hoists to indicate the maximum mass load, which may be carried at any one time by material hoists (Regulation 19(5));

(l) Maintenance records of material hoists and inspection results must be kept in a record book to be kept on site (Regulation 19(8));

(m) A record of any repairs to or maintenance of a batch plant must be kept on site (Regulations 20(8));

(n) A warning notice must be displayed in a conspicuous manner when and wherever an explosive powered tool is used (Regulation 19(2));

(o) A register for recording of findings by the competent person appointed to inspect construction vehicles and mobile plant (Regulation 23(1)(k)).

9 CONTRACTORS RESPONSIBILITIES

For this contract the Contractor will be the mandatory of the Employer (Client), as defined in the Act (OHSA 1993), which means that the Contractor has the status of employer in his own right in respect of the contract. The Contractor is therefore responsible for all the duties and obligations of an employer as set out in the Act (OHSA 1993) and the Construction Regulations 2014.

Before commencement of work under the contract, the Contractor shall enter into an agreement with the Employer (Client) to confirm his status as mandatory (employer) for the contract under consideration.

The Contractor's duties and responsibilities are clearly set out in the Construction Regulations 2014 and are not repeated in detail but some important aspects are highlighted hereafter, without relieving the Contractor of any of his duties and responsibilities in terms of the Construction Regulations.

(a) Contractor's position in relation to the Employer (Client) (Regulation 5)

In accordance with Section 4 of the Regulations, the Contractor shall liaise closely with the Employer or the Engineer on behalf of the Employer, to ensure that all requirements of the Act and the Regulations are met and complied with.

(b) The Principal Contractor and Contractor (Regulation 7)

The Contractor is in terms of the definition in Regulation 1 the equivalent of Principle Contractor as defined in the Construction Regulations, and he shall comply with all the provisions of Regulation 7.

Any subcontractors employed by the Contractor must be appointed in writing, setting out the terms of the appointment in respect of health and safety. An independent subcontractor shall however provide and demonstrate to the Contractor a suitable, acceptable and sufficiently documented health and safety plan before commencement of the subcontract. In the absence of such a health and safety plan the subcontractor shall undertake in writing that he will comply with the Contractor's safety plan, the health and safety specifications of the Employer and the Construction Regulations 2014.

(c) Supervision of construction work (Regulation 8)

The Contractor shall appoint the safety and other personnel and employees as required in terms of Regulation 7 and as set out in OHS 7 above. Appointment of those personnel and employees does not relieve the Contractor from any of the obligations under Regulation 7.

(d) Risk assessment (Regulation 9)

The Contractor shall have the risk assessment made as set out in paragraph 7 above before commencement of the work and it must be available on site for inspection at all times. The Contractor shall consult with the health and safety committee or health and safety representative(s) etc. on a regular basis to ensure that all employees, including subcontractors under his control, are informed and trained by a competent person regarding health hazards and related work procedures.

No subcontractor, employee or visitor shall be allowed to enter the site of works without prior health and safety induction training, all as specified in Regulation 7.

(e) Fall protection (Regulation 10)

Fall protection, if applicable to this contract shall comply in all respects with Regulation 8 of the Construction Regulations.

(f) Structures (Regulation 11)

The Contractor will be liable for all claims arising from collapse or failure of structures if he failed to comply with all the specifications, project specifications and drawings related to the structures, unless it can be proved that such collapse or failure can be attributed to faulty design or insufficient design standards on which the specifications and the drawings are based.
In addition, the Contractor shall comply with all aspects of Regulation 11 of the Construction Regulations.

(g) Temporary works (Regulation 12)

The Contractor will be responsible for the adequate design of all formwork and support structures by a competent person.
All drawings pertaining to formwork shall be kept on site and all equipment and materials used in formwork, shall be carefully examined and checked for suitability by a competent person.

The provisions of Regulation 12 of the Construction Regulations shall be followed in every detail.

(h) Excavation work (Regulation 13)

It is essential that the Contractor shall follow the instructions and precautions in the Standard Specifications and Project Specifications as well as the provisions of the Construction Regulations to the letter as unsafe excavations can be a major hazard on any construction site. The Contractor shall therefore ensure that all excavation work is carried out under the supervision of a competent person, that inspections are carried out by a Professional Engineer or Technologist, and that all work is done in such a manner that no hazards are created by unsafe excavations and working conditions.

Supervision by a competent person will not relieve the Contractor from any of his duties and responsibilities under Regulation 13 of the Construction Regulations.

(i) Demolition work (Regulation 14)

Whenever demolition work is included in a contract, the Contractor shall comply with all the requirements of Regulation 14 of the Construction Regulations. The fact that a competent person has to be appointed by the Contractor does not relieve the Contractor from any of his responsibilities in respect of safety of demolition work.

(j) Tunneling (Regulation 15)

The Contractor shall comply with Regulation 15 wherever tunneling of any kind is involved.

(k) Scaffolding (Regulation 16)

The Contractor shall ensure that all the provisions of Regulation 16 of the Construction Regulations are complied with. [Note: Reference in the Regulations to “Section 44 of the Act” should read “Section 43 of the Act”].

(l) Suspended platforms (Regulation 17)

Wherever suspended platforms will be necessary on any contract, the Contractor shall ensure that copies of the system design issued by a Professional Engineer are submitted to the Engineer for inspection and approval. The Contractor shall appoint competent persons as supervisors and competent scaffold erectors, operators and inspectors and ensure that all work related to suspended platforms are done in accordance with Regulation 17 of the Construction Regulations.

(m) Rope Access Work (Regulation 18)

Where rope access work is required on the construction site, the Contractor shall comply with Regulation 18.

(n) Material Hoists (Regulation 19)

Wherever applicable, the Contractor shall comply with the provisions of Regulation 19 to the letter.

(o) Batch plants (Regulation 20)

Wherever applicable, the Contractor shall ensure that all lifting machines, lifting tackle, conveyors, etc. used in the operation of a batch plant shall comply with, and that all operators, supervisors and employees are strictly held to the provisions of Regulation
20. The Contractor shall ensure that the General Safety Regulations (2003), the Driven Machinery Regulations (Government Notice R295 of 26/2/1988) and the Electrical Installation Regulations (Government Notice R2271 of 11/10/1995) are adhered to by all involved.

In terms of the Regulations, records of repairs and maintenance shall be kept on site.

(p) Explosive powered tools (Regulation 21)

The Contractor shall ensure that, wherever explosive-powered tools are required to be used, all safety provisions of Regulation 21 are complied with.

It is especially important that warning notices are displayed and that the issue and return of cartridges and spent cartridges be recorded in a register to be kept on site.

(q) Cranes (Regulation 22)

Wherever the use of tower cranes becomes necessary, the provisions of Regulation 20 shall be complied with.

(r) Construction vehicles and mobile plant (Regulation 23)

The Contractor shall ensure that all construction vehicles and plant are in good working condition and safe for use, and that they are used in accordance with their design and intended use. The vehicles and plant shall only be operated by workers or operators who have received appropriate training, all in accordance with all the requirements of Regulation 23.

All vehicles and plant must be inspected on a daily basis, prior to use, by a competent person and the findings must be recorded in a register to be kept on site.

(s) Electrical installation and machinery on construction sites (Regulation 24)

The Contractor shall comply with the Electrical Installation Regulations (Government Notice R2920 of 23 October 1992) and the Electrical Machinery Regulations (Government Notice R1953 of 12 August 1993). Before commencement of construction, the Contractor shall take adequate steps to ascertain the presence of, and guard against dangers and hazards due to electrical cables and apparatus under, over or on the site.

All temporary electrical installations on the site shall be under the control of a competent person, without relieving the Contractor of his responsibility for the health and safety of all workers and persons on site in terms of Regulation 24.

(t) Use of temporary storage of flammable liquids on construction sites (Regulation 25)

The Contractor shall comply with the provisions of the General Safety Regulations (2003) and all the provisions of Regulation 25 of the Construction Regulations to ensure a safe and hazard-free environment to all workers and other persons on site.

(u) Water environments (Regulation 26)

Where construction work is done over or in close proximity to water, the provisions of Regulation 26 shall apply.

(v) Housekeeping on Construction sites (Regulation 27)

Housekeeping on all construction sites shall be in accordance with the provisions of the environment Regulations for workplaces (Government Notice R2281 of 16 October 1987) and all the provisions of Regulation 27 of the Construction Regulations.

(w) Stacking and storage on construction sites (Regulation 28)

The provisions for the stacking of articles contained in the General Safety Regulations (2003) as well as all the provisions Regulation 28 of the Construction Regulations shall apply.

(x) Fire precautions on construction sites (Regulation 29)

The provisions of the Environmental Regulations for Workplaces (Government Notice R2281 of 16 October 1987) shall apply.

In addition, the necessary precautions shall be taken to prevent the incidence of fires, to provide adequate and sufficient fire protection equipment, sirens, escape routes etc. all in accordance with Regulation 29 of the Construction Regulations.

(y) Construction employees' facilities (Regulation 30)

The Contractor shall comply with the construction site provisions as in the Facilities Regulations (2004), the provisions of Regulation 30 of the Construction Regulations.

(z) Non-compliance with the Construction Regulations 2014

The foregoing is a summary of parts of the Construction Regulations applicable to all construction projects.

The Contractor, as employer for the execution of the contract, shall ensure that all provisions of the Construction Regulations to be applicable to the contract under consideration are complied with to the letter.

Should the Contractor fail to comply with the provisions of the Regulations 3 to 30 as listed in Regulation 33**,** he will be guilty of an offence and will be liable, upon conviction, to the fines or imprisonment as set out in Regulation 33.

- ***The Contractor is advised in his own interest to make a careful study of the Act, the Construction Regulations as ignorance of the Act and the Regulations will not be accepted in any proceedings related to non-conformance to the Act and the Regulations*.**

10 MEASUREMENT AND PAYMENT

10.1 Principles

It is a condition of this contract that Contractors, who submit tenders for this contract, shall make provision in their tenders for the cost of all health and safety measures during the construction process. All associated activities and expenditure are deemed to be included in the Contractor's tendered rates and prices.

(a) Safety personnel

The Construction Supervisor, the Construction Safety Officer, Health and Safety Representatives, Health and Safety Committee and Competent Persons referred to in clauses 7.1 to 7.5 shall be members of the Contractor's personnel, and no additional payment will be made for the appointment of such safety personnel.

(b) Records and Registers

The keeping of health and safety-related records and registers as described in paragraph 8 is regarded as a normal duty of the Contractor for which no additional payment will be considered, and which is deemed to be included in the Contractor's tendered rates and prices.

AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT NO 85 OF 1993

THIS AGREEMENT is made between.....

(hereinafter called the EMPLOYER of the one part, herein represented by:

……
……
……
……

in his capacity as:

……..

AND:

(hereinafter called the CONTRACTOR) of the other part, herein represented by

……
……
……
……

in his capacity as:

…….. duly authorised to sign on behalf of the Contractor.

WHEREAS the CONTRACTOR is the Mandatory of the EMPLOYER in consequence of an agreement between the CONTRACTOR and the EMPLOYER in respect of

CONTRACT:.....

AND WHEREAS the EMPLOYER and the CONTRACTOR have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended by OHSA Amendment Act No 181/1993 (hereinafter referred to as the ACT);

NOW THEREFORE the parties agree as follows:

1. **The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.**

2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.

3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the Employer's CONSULTING ENGINEERS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.

4. The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.

5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus signed at..... for and on behalf of the **CONTRACTOR**

on this the ……. day of ……....…….…… 20……

SIGNATURE:.....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESSES: 1. .....

2. .....

Thus signed at ..... for and on behalf of the **EMPLOYER** on this

the …….. day of ……..…… 20……

SIGNATURE:.....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESSES: 1. .....

2. .....

CONTRACTOR'S HEALTH AND SAFETY DECLARATION

In terms of Clause 4(4) of the OHSA 1993 Construction Regulations 2014 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHSA 1993 Construction Regulations 2014.

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

- **Declaration by Tenderer**

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHSA 1993 Construction Regulations 2014.

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

3. I propose to achieve compliance with the Regulations by one of the following:

(a) From my own competent resources as detailed in 4(a) hereafter:..... ***Yes / No**

(b) From my own resources still to be appointed or trained until competency is achieved, as detailed in 4(b) hereafter:..... ***Yes / No**

(c) From outside sources by appointment of competent specialist subcontractors as detailed in 4(c) hereafter:..... ***Yes / No**

(***** = *delete whatever is not applicable*)

4. Details of resources I propose:

(Note: Competent resources shall include safety personnel such as a construction supervisor and construction safety officer as defined in Regulation 8, and competent persons as defined in Regulations 9-29, (all or individual regulations) as applicable to this contract)

(a) Details of the competent and qualified key persons from my company's own resources, who will form part of the contract team:

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

(b) Details of training of persons from my company's own resources (or to be hired) who still have to be trained to achieve the necessary competency:

(i) By whom will training be provided? .....

(ii) When will training be undertaken? .....

(iii) List the positions to be filled by persons to be trained or hired: .....

.....

.....

(c) Details of competent resources to be appointed as subcontractors if competent persons cannot be supplied from own company:

Name of proposed subcontractor: .....

Qualifications or details of competency of the subcontractor: .....

5. I hereby undertake, if my tender is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 7(1) of the Construction Regulations, which plan shall be subject to approval by the Employer.

6. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHSA 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.

7. I hereby confirm that adequate provision has been made in my tendered rates and prices in the schedule of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2014, and that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations (Regulation 33) for failure on the Contractor's part to comply with the provisions of the Act and the Regulations.

8. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2014, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.

SIGNATURE: ..... DATE: .....…….....

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

PRO FORMA NOTIFICATION FORM IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993, CONSTRUCTION REGULATIONS 2014

[This form must be completed and forwarded, prior to commencement of work on site, by all Contractors that qualify in terms of Regulation 3 of the Construction Regulations 2014, to the office of the Department of Labour]

- **NOTIFICATION OF CONSTRUCTION WORK**

1. (a) Name and postal address of principal contractor.

   (b) Name and tel. pf principal contractor's contact person:

   ---

2. Principal contactor's compensation registration number:

   ---

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

   (b) Name and tel. no of clients contact person or agent:

   ---

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

   (b) ---

5. Name and telephone number of principal contractor's sub- ordinate supervisor on site appointed in terms of Regulation 8 (1).

   ---

6. Name /s of principal contractor's sub- ordinate supervisor on sire appointed in terms of Regulation 8 (2)

   ---

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

   ---

8. Nature of the construction work:

---

9. Expected commencement date:

---

10. Expected completion date:

---

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

Total:_____Male:_____Female_____

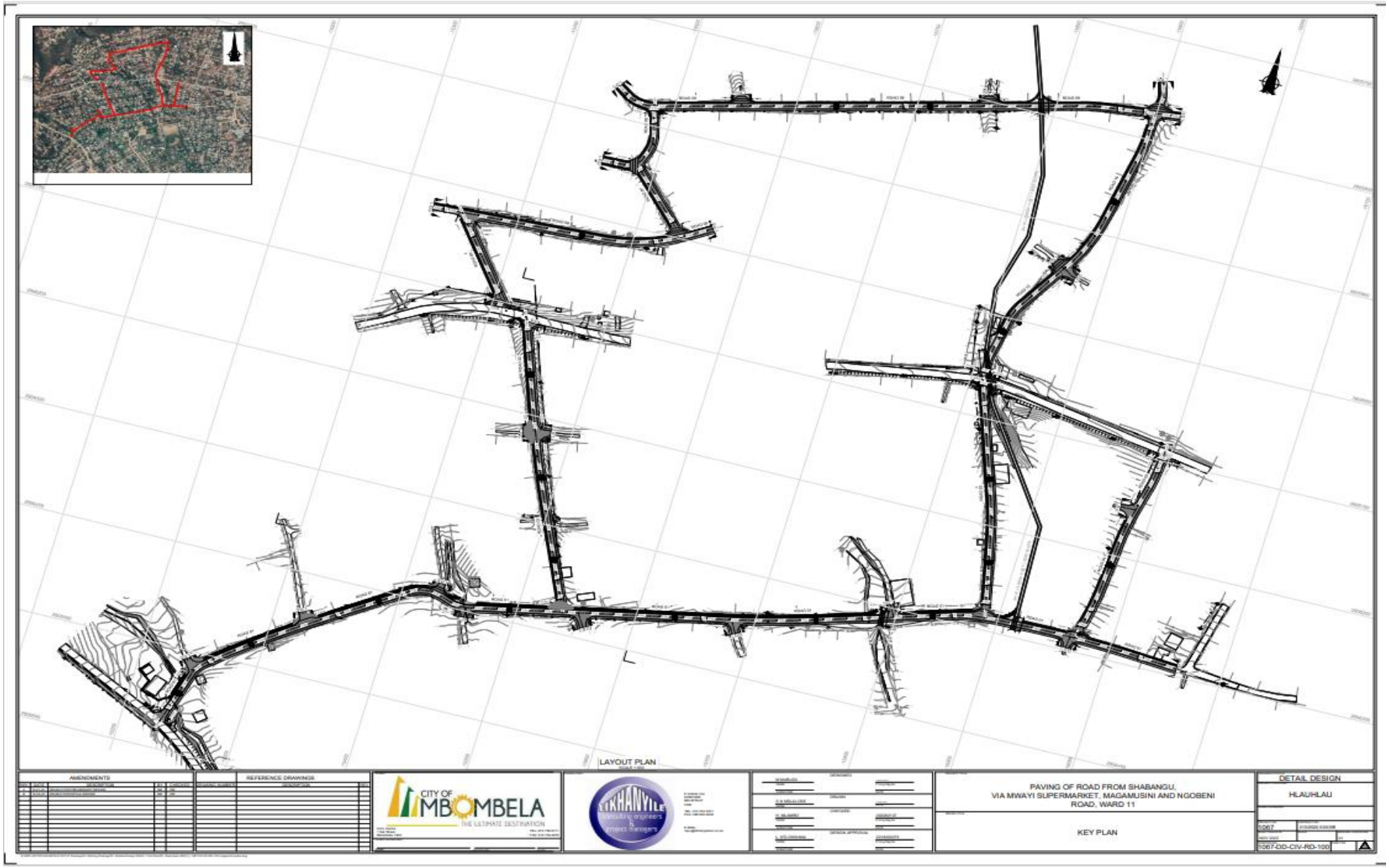
12. Planned number of contractors on the construction:

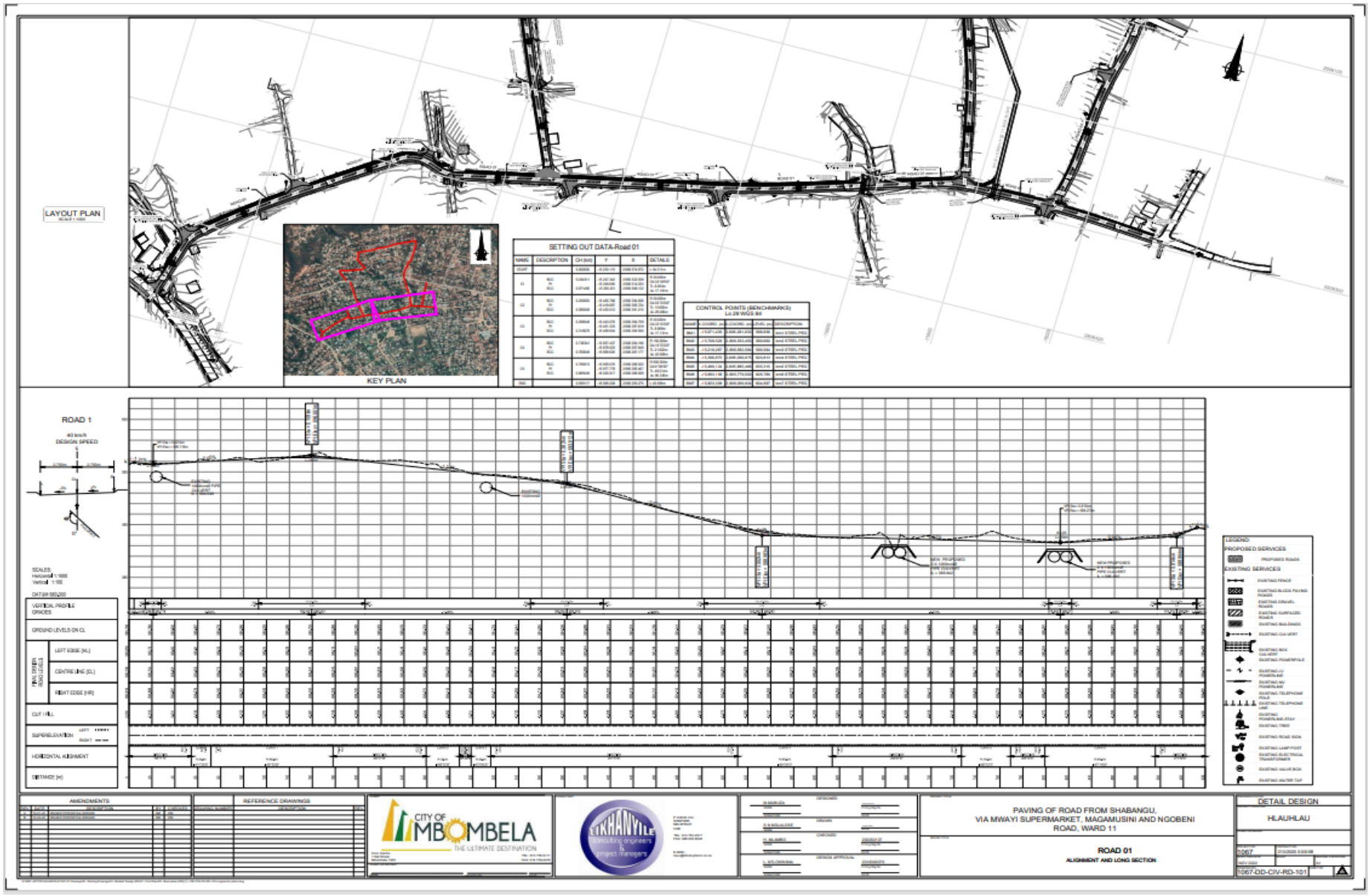
---

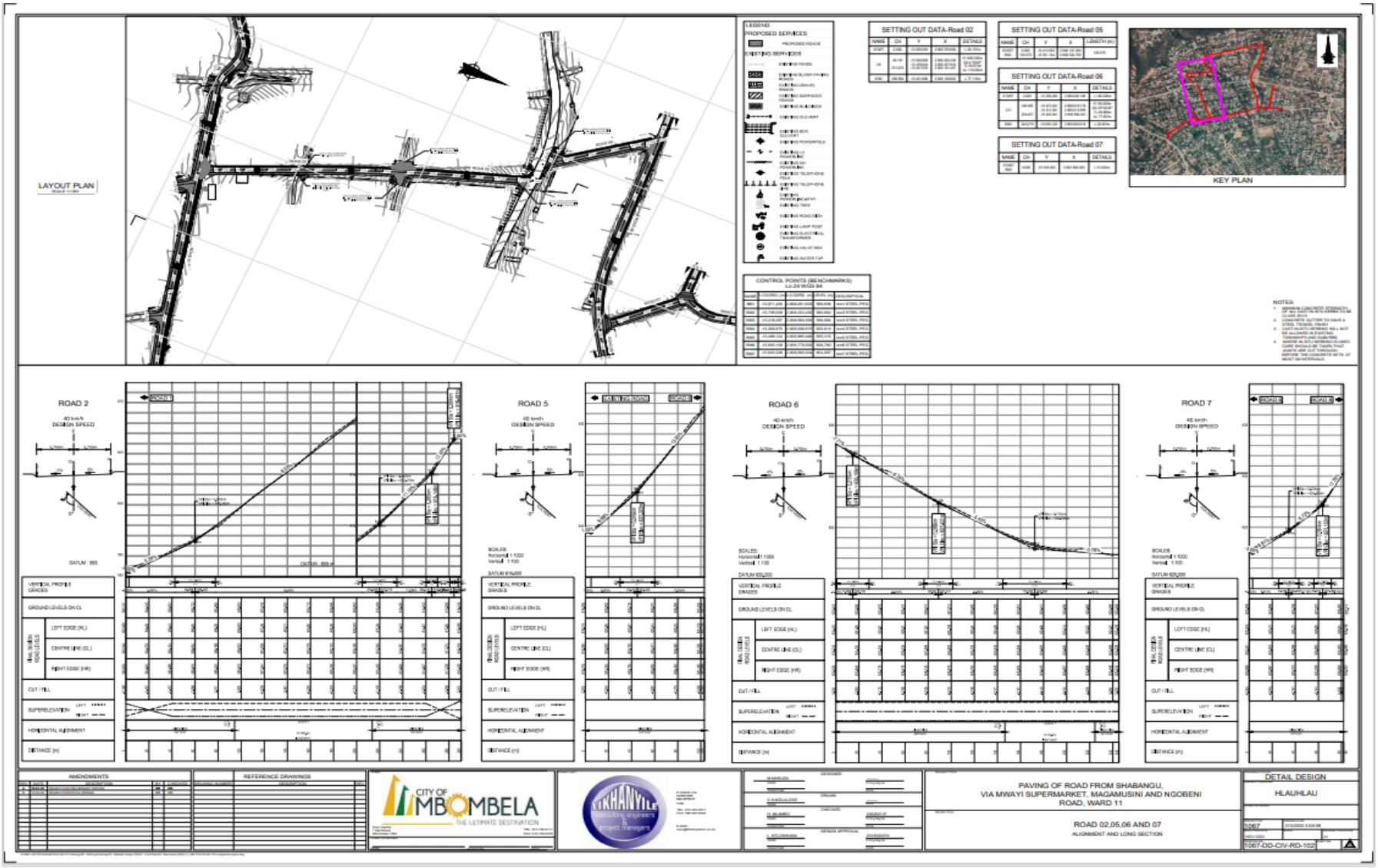
13. Name (s) of contractors already selected.

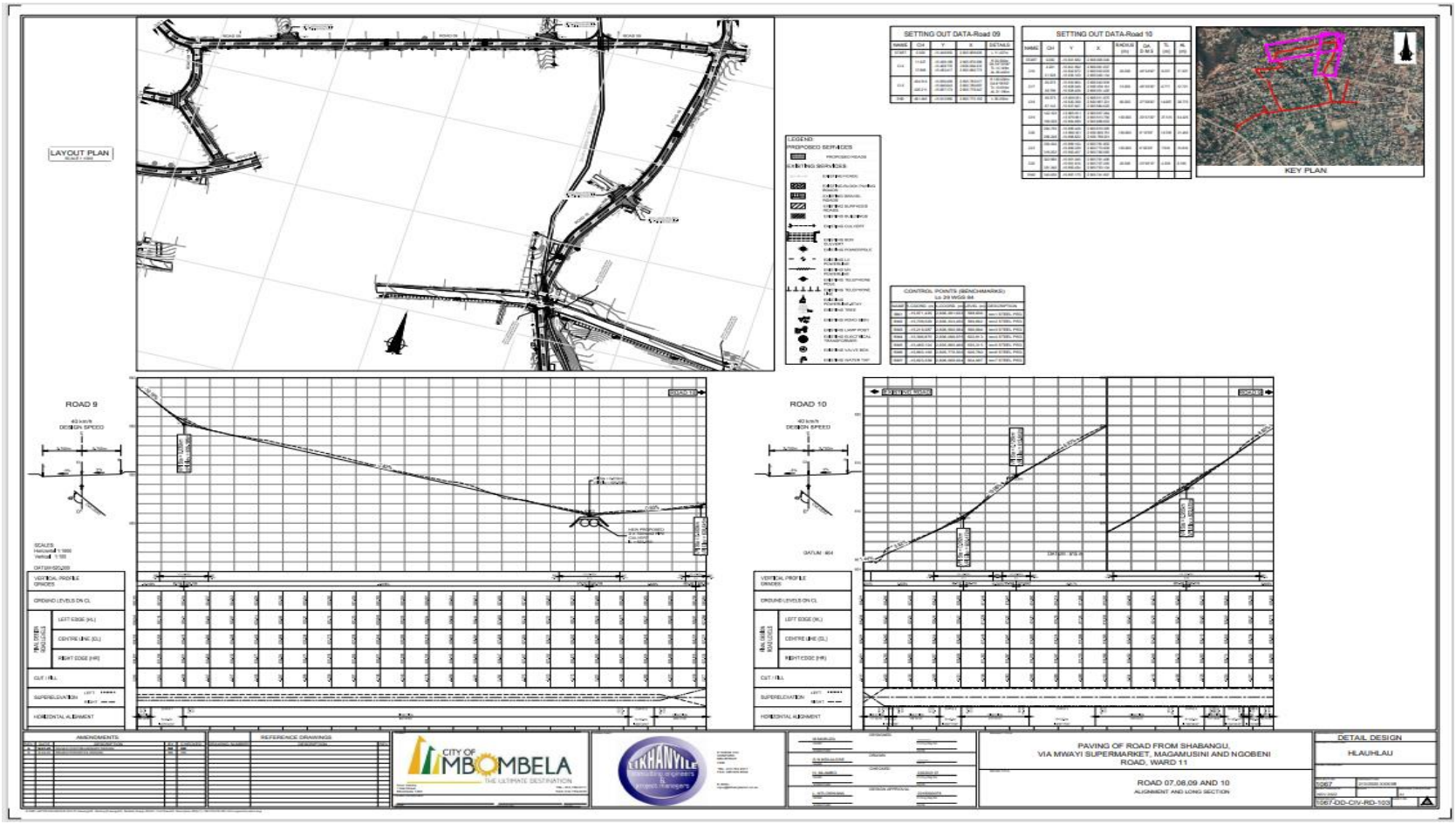
_____	_____
Principal Contractor	Date
_____	_____
Client's Agent (where applicable)	Date
_____	_____
Client	Date

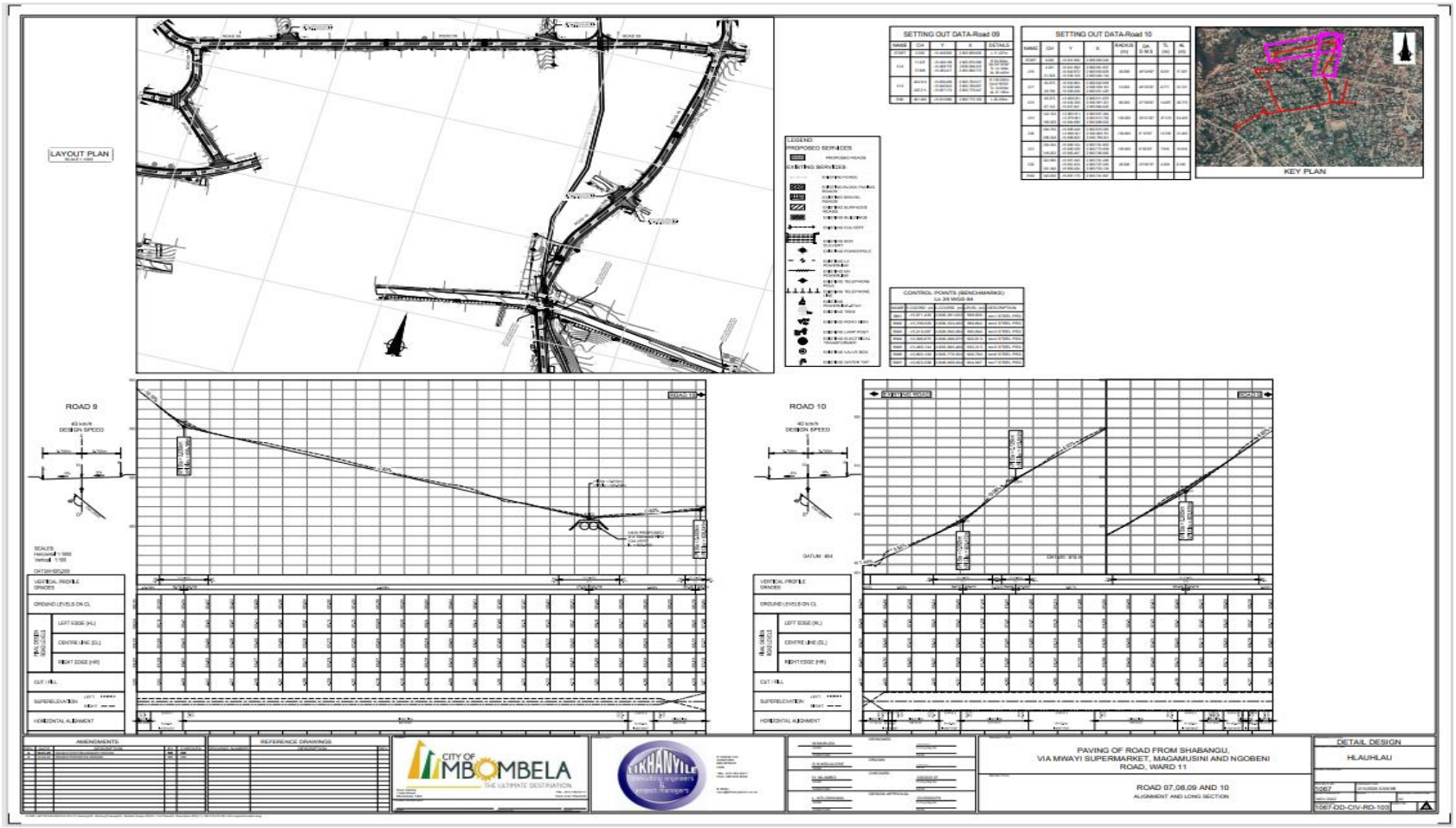
ANNEXURE B: DRAWINGS FOR TENDER PURPOSES

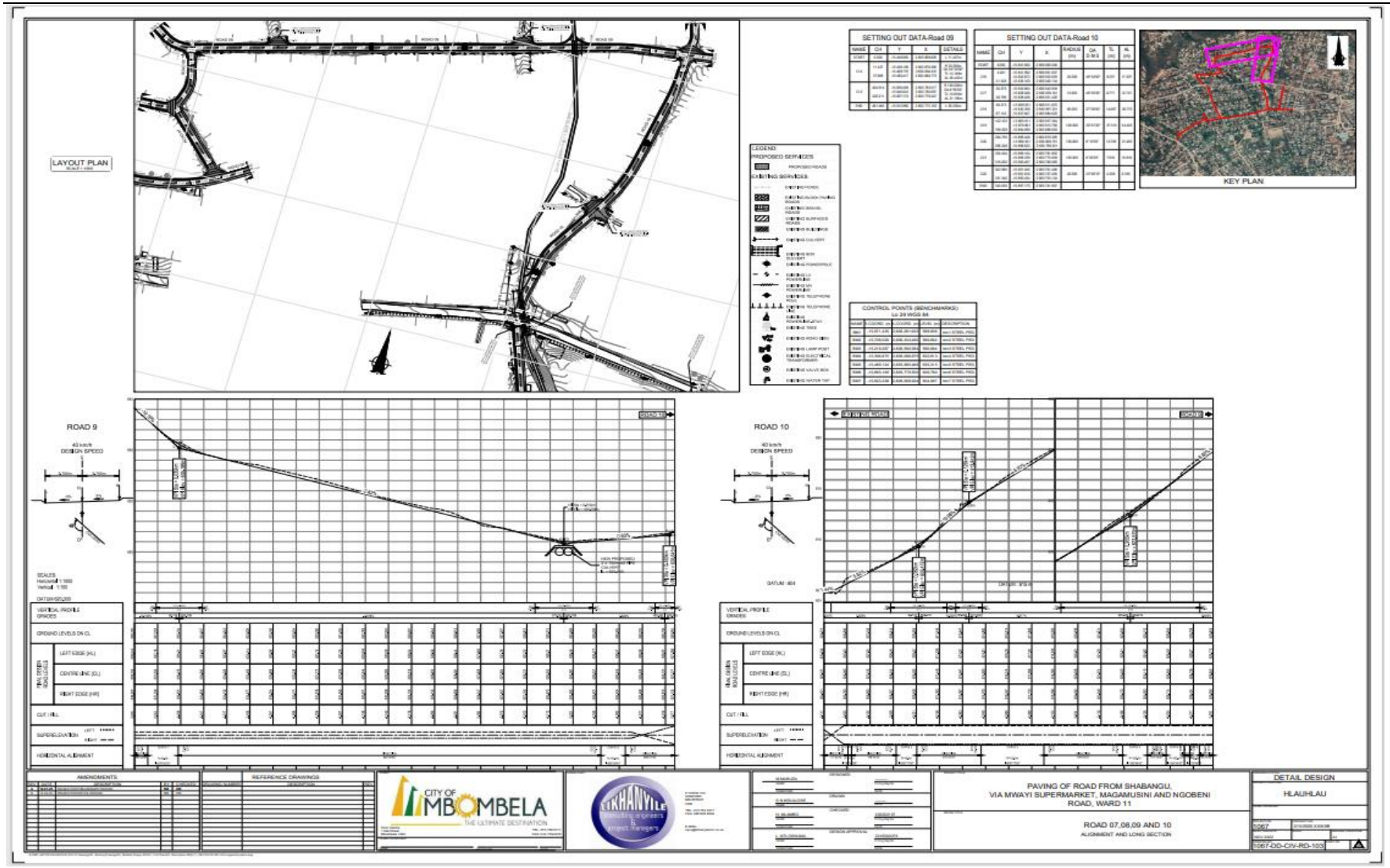

LAYOUT PLAN
AMENDMENTS
REFERENCE DRAWINGS
CITY OF MBOMBELA
THE ULTIMATE DESTINATION
LIKHANYILE
PAVING OF ROAD FROM SHABANGU,
VIA MWAYI SUPERMARKET, MAGAMUSINI AND NGOBENI
ROAD, WARD 11
KEY PLAN
DETAIL DESIGN
HLAUHLAU
C067-DD-CIV-RD-100

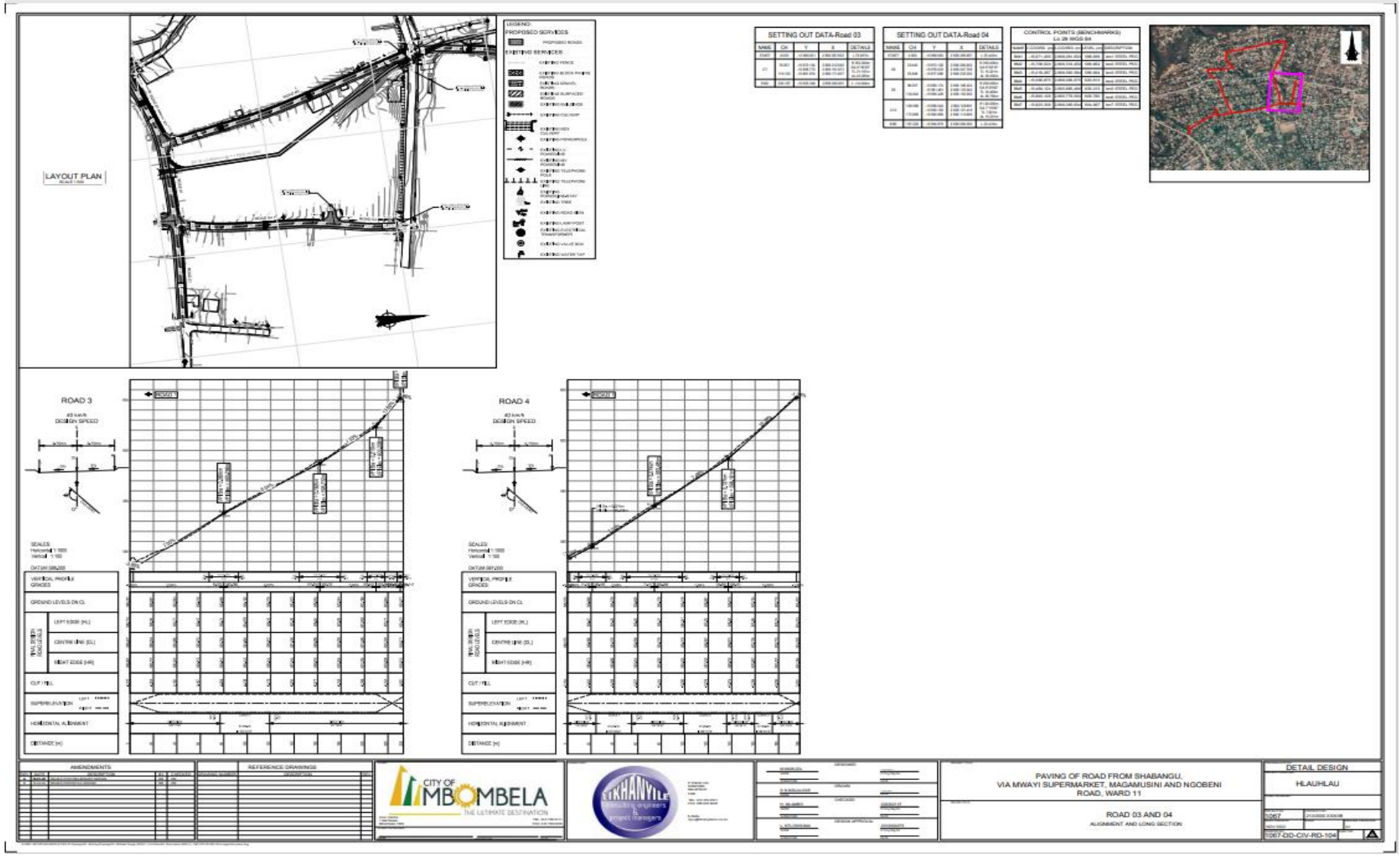

LAYOUT PLAN
KEY PLAN
SETTING OUT DATA-Road 01
CONTROL POINTS (BENCHMARKS)
ROAD 1
PAVING OF ROAD FROM SHABANGU,
VIA MWAYI SUPERMARKET, MAGAMUSINI AND NGOBENI
ROAD, WARD 11
ROAD 01
ALIGNMENT AND LONG SECTION
DETAIL DESIGN
HLAUHLAU
CITY OF MBOMBELA
THE ULTIMATE DESTINATION
LIKHANYILE
consulting engineers
&
project managers


LAYOUT PLAN
LEGEND
PROPOSED SERVICES
EXISTING SERVICES
SETTING OUT DATA-Road 02
SETTING OUT DATA-Road 05
SETTING OUT DATA-Road 06
SETTING OUT DATA-Road 07
KEY PLAN
CONTROL POINTS (BENCHMARKS)
NOTES:
ROAD 2
ROAD 5
ROAD 6
ROAD 7
VERTICAL PROFILE GRADES
GROUND LEVELS ON CL
LEFT EDGE (HL)
CENTRE LINE (CL)
RIGHT EDGE (HR)
CUT / FILL
SUPERELEVATION
HORIZONTAL ALIGNMENT
DISTANCE (m)
AMENDMENTS
REFERENCE DRAWINGS
CITY OF MBOMBELA
THE ULTIMATE DESTINATION
KHANYILE
consulting engineers & project managers
PAVING OF ROAD FROM SHABANGU, VIA MWAYI SUPERMARKET, MAGAMUSINI AND NGOBENI ROAD, WARD 11
ROAD 02,05,06 AND 07
ALIGNMENT AND LONG SECTION
DETAIL DESIGN
HLAUHLAU
1067-00-CIV-RD-102


LAYOUT PLAN
SETTING OUT DATA-Road 09
SETTING OUT DATA-Road 10
KEY PLAN
LEGEND
CONTROL POINTS (BENCHMARKS)
ROAD 9
ROAD 10
40 km/h
DESIGN SPEED
VERTICAL PROFILE GRADES
GROUND LEVELS ON CL
LEFT EDGE (KL)
CENTRE LINE (CL)
RIGHT EDGE (KR)
CUT / FILL
SUPERELEVATION
HORIZONTAL ALIGNMENT
AMENDMENTS
REFERENCE DRAWINGS
CITY OF MBOMBELA
THE ULTIMATE DESTINATION
PAVING OF ROAD FROM SHABANGU, VIA MWAYI SUPERMARKET, MAGAMUSINI AND NGOBENI ROAD, WARD 11
ROAD 07,08,09 AND 10
ALIGNMENT AND LONG SECTION
DETAIL DESIGN
HLAUHLAU
0867-DD-CIV-RD-103


LAYOUT PLAN
SETTING OUT DATA-Road 09
SETTING OUT DATA-Road 10
KEY PLAN
LEGEND
CONTROL POINTS (BENCHMARKS)
ROAD 9
ROAD 10
VERTICAL PROFILE GRADES
GROUND LEVELS ON CL
LEFT EDGE (KL)
CENTRE LINE (CL)
RIGHT EDGE (KR)
CUT / FILL
SUPERELEVATION
HORIZONTAL ALIGNMENT
AMENDMENTS
REFERENCE DRAWINGS
CITY OF MBOMBELA
THE ULTIMATE DESTINATION
PAVING OF ROAD FROM SHABANGU, VIA MWAYI SUPERMARKET, MAGAMUSINI AND NGOBENI ROAD, WARD 11
ROAD 07,08,09 AND 10
ALIGNMENT AND LONG SECTION
DETAIL DESIGN
HLAUHLAU
C067-OD-CIV-RD-103


LAYOUT PLAN
SETTING OUT DATA-Road 09
SETTING OUT DATA-Road 10
KEY PLAN
LEGEND
CONTROL POINTS (BENCHMARKS)
ROAD 9
ROAD 10
PAVING OF ROAD FROM SHABANGU, VIA MWAYI SUPERMARKET, MAGAMUSINI AND NGOBENI ROAD, WARD 11
ROAD 07,08,09 AND 10
ALIGNMENT AND LONG SECTION
DETAIL DESIGN
HLAUHLAU
CITY OF MBOMBELA
THE ULTIMATE DESTINATION
KHANYILE


LAYOUT PLAN
SETTING OUT DATA-Road 03
SETTING OUT DATA-Road 04
CONTROL POINTS (BENCHMARKS)
ROAD 3
ROAD 4
CITY OF MBOMBELA
THE ULTIMATE DESTINATION
PAVING OF ROAD FROM SHABANGU, VIA MWAYI SUPERMARKET, MAGAMUSINI AND NGOBENI ROAD, WARD 11
ROAD 03 AND 04
ALIGNMENT AND LONG SECTION
DETAIL DESIGN
HLAUHLAU
C067-CID-CIV-RD-104