Nkomazi Local Municipality

9 Park Street - Malalane
Private Bag X101
Malalane,
1320
Tel: (013) 7900245
Fax: (013) 790088
Customer Care No. (013) 7900990
www.nkomazi.gov.za

BID NO: NKO 21/2025
PAVING OF INTERNAL STREETS IN STEENBOK –PHASE 1

NKOMAZI LOCAL MUNICIPALITY
PRIVATE BAG x 101
MALELANE
1320

The Municipal Manager
Mr X T Mabila

TEL.: 013 – 790 0245
FAX.: 013 – 790 0886

VAT Registration No: 4300102938

PLEASE NOTE THAT THIS DOCUMENT MUST ACCOMPANY YOUR PROPOSAL AND RELEVANT DOCUMENTATION

Name of Bidder	
Address	
Contact Numbers	
Telephone No. or Cell phone No.	
Fax No.	
E-mail Address	
Tendered Amount (VAT INC)	

CLOSING DATE: 12h00 on 17/06/2025

CLOSING DATE & TIME: 17 JUNE2025 AT 12H00

TENDER DOCUMENT

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BID NO:	NKO 21 / 2025	INITIALS	

Nkomazi Local Municipality

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1320
Tel: (013) 790 0245
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Customer Care No. (013) 790 0990

www.nkomazi.gov.za

BID NO: NKO:21/2025: PAVING OF INTERNAL STREETS IN STEENBOK FOR NKOMAZI LOCAL MUNICIPALITY.

The Nkomazi Local Municipality invites interested parties who are registered as CIDB grade 7CE or higher for Paving of internal streets in Steenbok. Tender documentation with complete details is available upon the payment of a non-refundable amount of R1 635.36 on each tender document or can be downloaded for free on the e-Tender portal. Tender document(s) will be available as from 08/05/2025 and to be obtained at Nkomazi Local Municipality: Budget and Treasury office (Old Malalane Taxi Rank), 22 Impala Street from the Cashiers Desk from 07h45 to 15H30 (Monday-Friday).

A non-compulsory tenderer briefing session will be held on 15/05/2025 at 10h00 at the Municipal Town Hall (Kobwa Hall) at Fish Eagle. Bidders are advised not to commit fraudulent activities or forgery to document. All abusers of the SCM system, including or faking of returnable documents, may be reported to SAPS and restricted from doing business with any public institution for a period not exceeding 10 years is in line with section 28 and 29 of the prevention and combating of corrupt activities Act 12 of 2004.

A preferential 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 bid document, read in conjunction with the Preferential Procurement Regulation, 2022 where 80 points will be allocated in respect of price and 20 points in respect of targeted goals.

Completed bid documentation must be deposited on/before 12h00 on 17/06/2025 in the Tender Box situated at the main entrance of the municipality (Civic Centre), 9 Park Street, Malalane.

Tenders/Bids must be submitted in a sealed envelope or container on which the tender/bid number and addressee is clearly marked. No bids transmitted by fax or e-mail will be accepted. It must be noted that the municipality is not bound to accept the lowest on any other tender. Tender/bid documentation which is incomplete or filled incorrectly, not filled in the official bid documentation or which is received after the closing of the bids, will be ignored. It must also be noted the tender submitted in a wrong tender box will not be considered.

For Supply Chain enquiries contact Mr. R. Mabuza at 013 790 0386, and for technical enquiries contact Mr. Moses Sibuyi at 013 790 0145, between 07H15 – 16H00 on working weekdays.

.....
Mr. XT MABILA
MUNICIPAL MANAGER

25.04.2025
Date

PART A **MBD 1**

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NKOMAZI LOCAL MUNICIPALITY*)					
BID NUMBER:	**NKO: 21/2025**	CLOSING DATE:	**17/06/2025**	CLOSING TIME:	**12:00 PM**
DESCRIPTION	**PAVING OF INTERNAL STREETS IN STEENBOK –PHASE 1**				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(9 Park Street - Malalane Private Bag X101*

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		**OR**	CSD No:	

1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	**2. ARE YOU A FOREIGN-BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?**	☐Yes ☐No [IF YES, ANSWER PART B:3]
3. TOTAL NUMBER OF ITEMS OFFERED		**4. TOTAL BID PRICE**	
5. SIGNATURE OF BIDDER	……	**6. DATE**	
7. CAPACITY UNDER WHICH THIS BID IS SIGNED			

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**	
DEPARTMENT	SCM	CONTACT PERSON	Patrick Sithole
CONTACT PERSON	Richard Mabuza	TELEPHONE NUMBER	(013) 790 0245
TELEPHONE NUMBER	(013) 790 0386	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	sibusisopatrick1971@gmail.com
E-MAIL ADDRESS	Richard.mabuza@nkomazi.gov.za		

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.

2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER:……..

CAPACITY UNDER WHICH THIS BID IS SIGNED:……

DATE: ……

1.2 TENDER SUBMISSION, TERMS AND CONDITIONS

General

- Bids must be in South African rands, fixed price basis including VAT;
- The Nkomazi Local Municipality reserves the right to call interviews with short-listed bidder before final selection;
- The Nkomazi Local Municipality reserves the right to negotiate price with preferred bidder in terms of Clause F.1.6.2;
- Bidders must provide details of physical address and contact numbers to enable the Nkomazi Local Municipality to assess the ability of the bidder to deliver on the submission made;
- A bidder must submit a comprehensive tender and cannot tender for portions of the scope;
- The Nkomazi Local Municipality is not compelled to accept the lowest price offer or any other tender.

Bid Instructions

1. The tender document(s) have been drafted to ensure that essential information is furnished upon the correct completion of the document(s). Where there is insufficient space, or additional particulars are required to be furnished, such must be provided on a separate annexure, clearly indicated.
2. Tender document(s) may not be retyped or redrafted. Also, no photocopies of the original document(s) may be used.
3. Tender document(s) may be completed by mechanical devices such as typewriters; alternatively black ink must be used to fill in the document(s).
4. Tenderer must ensure that no pages are missing from the bid document(s), and that the pages of the bid are numbered consecutively. Nkomazi Local Municipality shall not be held liable with regard to claims arising from the fact that pages are missing or duplicated.
5. Firm tender prices (rates) and delivery periods are preferred, and tenders must clearly state whether prices and delivery periods will remain firm for the duration of the contract or not.
6. Tenderer must be strictly to specification. In cases where items are not to specification, deviations must be clearly indicated. It must also be noted that supplier/tenderer may quote for other items other than the one indicated on the schedule of quantity on a separate sheet, but it would not form part of items to be evaluated for.
7. Tender prices must be quoted in South African currency and in the specified units, unless the contrary is clearly indicated.
8. All the documents herewith form part of the bid and failure to comply with any part thereof may invalidate a bid.
9. Nkomazi Local Municipality may issue Briefing Notes during the briefing session which may contain amendments or information that may assist bidders in articulating their bids.
10. Nkomazi Local Municipality require as a condition of the bid that the compulsory explanatory meeting be attended by prospective bidders. This requirement will be clearly stated in the tender advertisement as well as in the documentation.
11. Nkomazi Local Municipality requires the furnishing of a non-refundable bid deposit together with the drawing of bid documentation (if applicable). Where such a non-refundable bid deposit is requested in the bid documentation, no bid will be accepted unless such a deposit (or cash) is submitted in the form of a bank cheque payable to Nkomazi Local Municipality before submission of the bid.
12. Tenders must be submitted to the addressee before the closing time. Bids submitted after the closing time shall be considered late, and will not be admitted for consideration.
13. The contractor/Service provider shall not abandon, transfer, assign or sublet a contract or part thereof without prior written consent of the council.
14. It is an irrefutable condition of this contract that the successful tenderer will have to negotiate and conclude a service level agreement with the council.

Bidders will be evaluated on the following administrative compliance. Therefore, the undermentioned documents must be complied with, and where an attachment is required, it should be attached.

PART A

The following conditions must be complied with failure to adhere to any of these conditions will lead to immediate disqualification:

a. All pages must be submitted, and all pages that require completion must be completed in the tender document. Therefore, no page removal is allowed.
b. Painting over rates/use of correcting fluid is not allowed.
c. Failure to submit documents required in this tender documentation.
d. Form of offer not filled (it should be completed in words and numbers).
e. Certified COIDA
f. Initial or sign all pages of the tender documents.
g. Certified copies of documentation must not be older than three (3) months to be regarded as valid. Copies of "certified copies" will not be accepted as true copies of original documents.
h. All declarations and authorisation forms must be duly signed.
i. Price amendment without initials and signature of authorised personnel in the bills of quantity is not allowed.
j. Original certified copy of company registration certificate (CK) and all pages certified.
k. Original certified copies of ID's all Directors/members/board members.
l. Copy of the SARS Tax PIN or tax clearance certificate.
m. Original certified copy of current municipal account for the company s' address that appear on the CSD report (not older than 3 months and not in arrears for more than three months) or copy of valid Lease Agreement of the **business**. If the rates and taxes account are not in the names of the company, the attached municipal rates and taxes statement must be submitted together with an original affidavit from the property owner whose names are reflected on the municipal rates and taxes statement to confirm that the company operates from their property. If the business is situated in an area in which the respective municipality does not bill, attach the proof of residence issued by the municipality stating that the area in question is not billed.
n. Original certified copies of current municipal account for all addresses that appear on the CSD report (not older than 3 months and not in arrears for more than three months) or copy of valid Lease Agreement for **all directors and/or board members** of the company. If the rates and taxes account are not in the names of the directors/members of the company, the attached municipal rates and taxes statement must be submitted together with an original affidavit from the property owner whose name is reflected on the municipal rates and taxes statement. If the directors and/or board members reside in an area where the respective municipality does not bill, attach the proof of residence issued by the municipality stating that the area in question is not billed.
o. Signed Letter of Authority on the company letterhead
p. CSD detailed report (printed after the tender advert and on or before tender closing date)
q. Joint Venture Agreement (In case of a Joint Venture) must be submitted
r. Joint Ventures must be registered on CSD as Joint Venture.
s. Sign all applicable pages.
t. Full completed bill of quantity.
u. Alterations to the bid document or submission of a copy of the original bid document is not allowed.
v. Completion of the bid document using pencil is not allowed
w. Minimum Bank rating of code C.
x. The bid must be submitted on the closing date and time.
y. Certified Copy of CIDB grading
z. Copy of Authority for signatory (Must be in the company letter head)

BID NO:	NKO 21 / 2025	INITIALS	

Any contract awarded on false information furnished by the bidder, may, without derogating from other remedies available to Nkomazi Local Municipality, be cancelled at the sole discretion of Nkomazi Local Municipalit

T1.4 RETURNABLE DOCUMENTS

The Tenderer must complete the following returnable documents and submit with the complete tender document.

NO	DOCUMENT NAME	RETURNABLE / INCLUDED IN THE BID DOCUMENT (Mark)		
		Included in Bid Doc	Returnable	Required Documents from Supplier
1.	All declarations and authorization forms must be duly signed	No		Yes
2.	Failure to submit documents required in this tender documentation.	No		Yes
3.	The bid has been submitted after the closing date and time	No		Yes
4.	Initial or sign all pages of the tender documents.	No		Yes
5.	Certified copies of documentation must not be older than three (3) months to be regarded as valid. Copies of "certified copies" will not be accepted as true copies of original documents	No		Yes
6.	Original certified copy of company registration certificate (CK) and all pages certified.	No		Yes
7.	Original certified copies of ID's all Directors/members/board members.	No		Yes
8.	Copy of the SARS Tax PIN or tax clearance certificate.	No		Yes
9.	Joint Venture Agreement (In case of a Joint Venture) must be submitted	No		Yes
10.	Joint Ventures must be registered on CSD as Joint Venture.	No		Yes
11.	Alterations to the bid document or submission of a copy of the original bid document is not allowed.	No		Yes
12.	Completion of the bid document using pencil is not allowed	Yes		No
13.	Proof of professional Indemnity Insurance	No		Yes
14.	Certified Municipality Rates and Taxes – Business (Must not be in arrears for over 90 days)	No		Yes
15.	Certified Municipality Rates and Taxes – Company Directors (Must not be in arrears for over 90 days)	No		Yes

16.	Comprehensive Methodology on how the tenderer is planning to invest back to the community of Nkomazi Local Municipality, refer to specific goals on MBD 6.1	No		Yes
17.	Proof of municipal account/lease agreement or proof of residential address by Traditional Authority, not older than 3 months	No		Yes
18.	Central Supplier Database (CSD) Report not older than 3 months	No		Yes
19.	Signed Letter of Authority on the company letterhead	No		Yes
20.	Bill of quantity	Yes		Yes

T1.5 TENDER DATA

1.5.1 GENERAL

The Conditions of Tender reproduced are the Standard Conditions of Tender as contained in Annex F of SANS 294 – Construction Procurement Processes, Methods and Procedures which contain references to the Tender Data for details 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 consideration.

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

Each item of Tender Data given below is cross-referenced to the relevant clause in the standard Conditions of Tender.

1.5.2 TENDER DATA APPLICABLE TO THIS TENDER

F.1.1 The Employer for this Contract is: **NKOMAZI LOCAL MUNICIPALITY**

F.1.2 Tender Documents

(a) **The Tender Document** consists of the following:

TENDER

T1: Tendering Procedures
T1.1: Tender Notice and Invitation to Tender
T1.2: Tender Data

T2: Returnable Documents
T2.1: List of Returnable Documents
T2.2: Returnable schedules and forms

CONTRACT

Part 1: Agreements and Contract Data
C1.1: Form of Offer and Acceptance
C1.2: Contract Data

Part 2: Pricing Data
C2.1: Pricing Instructions
C2.2: Bill of Quantities

Part 3: Scope of Work
C3: Scope of Work

Part 4: Site Information
C4: Site information

The Tender Document shall be obtained from the Employer or his authorized representative at the physical addresses stated in the Tender Notice, upon payment of the deposit stated in the Tender Notice.

F.1.4 The Employer's Agent is:

Name	:	**Vuxaka Consulting Engineers**
Address	:	11 Ferreira Street, Collfin House, Nelspruit 1200
Telephone	:	013 591 7122
Fax	:	N/A
E-Mail	:	bongile@vuxaka.co.za

F.1.5 The Employer's right to accept or reject any tender offer

The Employer is not obliged to accept the lowest or any tender offer.

F.2.1 Eligibility

A Tenderer will not be eligible to submit a tender if:

(a) the contractor submitting the tender is under restrictions or has principals who are under restriction to participate in the Employer's procurement due to corrupt or fraudulent practices;

(b) the Tenderer does not have the legal capacity to enter into the contract;

(c) the contractor submitting the tender is insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of the foregoing;

(d) The Tenderer does not comply with the legal requirements stated in the Employer's procurement policy;

(e) The Tenderer who cannot demonstrate that he possesses the necessary technical qualifications and competencies, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract; or

TENDERERS TO TAKE PARTICULAR NOTICE OF THIS CLAUSE AS TENDERERS WHO DO NOT COMPLY HEREWITH WILL NOT BE CONSIDERED ELIGIBLE.

(f) The Tenderer who cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract.

F.2.7 Site visit and clarification meeting

The arrangements for the non compulsory site inspection visit and clarification meeting are as follows:

Location: Municipal Town Hall, MALELANE (Kobwa Hall) at Fish Eagle

Date : 15 May 2025

Starting time: 10: 00AM

F.2.12 Alternative tenders

If a Tenderer wishes to submit an alternative tender offer, the only criteria permitted for such an alternative tender offer are:

(a) Individual items

Individual items offered as alternatives to items in the Bill of Quantities will only be considered if listed and priced in Form G: *Amendments, Qualifications and Alternatives* in Part 2 of the Contract Document, accompanied by a detailed statement as necessary.

(b) Alternative designs

Where a Tenderer desires to submit an alternative tender involving modifications to the design or method of construction that would alter the character of the tender, the following procedure must be observed:

(i) The alternative offer must be accompanied by supporting information, drawings, calculations and a priced alternative Bill of Quantities to enable its technical acceptability, construction time and price to be fully assessed. Such information, drawings and Bill of Quantities must be sufficient for the proper evaluation of the tendered alternative, otherwise the offer will not be considered;
(ii) Any alternative tender involving modifications to the design will be assessed on its merits and may be accepted. An accepted alternative design will become the design for the purpose of the contract.
(iii) If an alternative design with its priced Bill of Quantities has been accepted, the sum thus tendered for the alternative will not be subject to re-measurement and will be the final amount payable to the Contractor, except only for variations arising from:

- Changes in design parameters ordered by the Engineer;
- Changes not arising from any failure or fault of the Contractor, but from modifications requested by the Engineer.

(iv) A decision whether or not to adopt a technically acceptable modified design will be governed by the amount of the overall saving and the advantages to the Employer which the modified design can be reliably expected to achieve. Matters to be considered in arriving at the overall saving will include the effect of any deferment in starting date arising from extra time needed for the preparation of an amended contract for signature.
(v) The priced alternative Bill of Quantities must include an amount equal to 5% of the amount tendered therein to cover the Employer's costs of checking the alternative design offered.

F.2.13 Submitting a Tender Offer

F.2.13.5 Tender offers shall be submitted as an original only.

Under no circumstances whatsoever may the tender forms be retyped or redrafted.
Photocopies of the original tender documentation may be used, but an original signature must appear on such photocopies.

F.2.13.6 A two-envelope procedure will not be followed.

F.2.15 Closing Time

The closing time for submission of Tender Offers is as per the Tender Bulletin.
Telephonic, telegraphic, facsimile, telex, electronic or e-mailed tenders will **not** be accepted.

F.2.16 Tender Validity

All tenders shall remain valid for a period of ninety (90) days after the time and date set for the opening of tenders, or until the Tenderer is relieved of this obligation by the Employer, in writing, at an earlier date. However, the Tenderer may be requested in writing, not later than fourteen (14) days before this validity period will lapse, to extend the validity of this tender for a specific period. The written approval of the Tenderer must then be received before the lapsing of the original validity period, in order to remain valid.

Should a Tenderer –

- Withdraw his tender during the period of its validity; or
- give notice of his inability to execute the contract or fail to execute the contract; or
- fail to sign the contract agreement or furnish the required security within the period fixed in the Contract Data or any extended time agreed to by the Employer;

then he shall be liable for and pay to the Employer –

- all expenses incurred in calling for fresh tenders, if it should be necessary;

- the difference between his tender and any less favourable tender accepted either by fresh tenders being called or by another tender being accepted from those already received;
- any escalation of the final contract price resulting from any delay caused in calling for fresh tenders:

Provided always that the Employer may exempt a Tenderer from the provisions hereof, if it is of the opinion that the circumstances justify such exemption.

F.2.19 Access

Access shall be provided for inspections and testing by personnel acting on behalf of the Employer.

F.2.22 Return of Tender Documents

Not applicable.

F.2.23 Certificates

The following certified certificates must be provided with the tender (Compulsory):

- Joint Venture Agreement and Power of Attorney in case of Joint Ventures;
- Workman's Compensation Registration Certificate (or proof of payment of contributions in terms of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993);
- Company/CC/Trust/Partnership registration certificates; and
- Certified Copies of Identity Document of company owner/directors.

F.3.5 The two-envelope system **<u>will not</u>** apply to this tender.

F.3.11 Evaluation of Tender Offers

The Mpumalanga Department of Public Works, Roads & Transport has adopted a policy in the legislation applicable to procurement of tenders and management of Construction Contracts. To achieve the Government's community empowerment policies, an environment conducive to emerging and SMME's Contractors has to be created. Therefor the procurement policy adopted by Mpumalanga Department of Public Works, Roads and Transport will be implemented in this contract to give effect to Section 217(2) of the Constitution and as published in Government Gazette no 16085, dated 23 November 1994.

F.3.11.2 Tenders will be evaluated in a single stage in accordance with the standard tender evaluation Method 2: Financial Offer and preference:

STAGE 1: TEST FOR RESPONSIVENESS/ELIGIBILITY

In order for a tender to be considered responsive, it must comply with **ALL** of the following criteria:

a) The tender documentation must be completed and signed in all respects;
b) The Contractor must have the required CIDB grading;
c) The tender documentation must include all necessary and applicable documentation as listed in F.2.23 above; and
d) The tender must comply with the eligibilitycriteria noted in F.2.1.

The responsiveness of a tender will be assessed by scoring the bid according to the criteria detailed in the table overleaf.

It is incumbent on the Tenderer to ensure that the returnable documents in T2 are completed in sufficient detail to enable the score to be properly assessed. If the information provided renders a specific criterion not being fully complied with, then the bid will be scored on the next criterion down.

STAGE 2: FINANCIAL OFFER AND PREFERENCES

All tenders that meet the stage 1 criteria for responsiveness will progress through to the evaluation phase as set outin this tender document.

F.3.11.4 Points scored for price (Contract Value less than R 50 000 000)

The 80/20 preference point system will be used to allocate points for tenders in this category.

It is estimated that tenders on this contract will be evaluated on the 80/20 preference point system

Annex F: Standard Conditions of Tender

(As contained in Annexure F of Board Notice 12 of 2009: Standards for Uniformity in Construction Procurement)

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F.1 General

F.1.1 Actions

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

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

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

a) **conflict of interest** means any situation in which:

i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.

b) **comparative offer** means thetenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis;

c) **corrupt practice** means theoffering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and

d) **fraudulent practice** means themisrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels

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

f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

F.1.4 Communication and employer's agent

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

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

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

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

F.1.6 Procurement procedures

F.1.6.1 General

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

F.1.6.2 Competitive negotiation procedure

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

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

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

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

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

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

F.1.6.3.2 Option 2

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

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

F.2 Tenderer's obligations

F.2.1 Eligibility

F.2.1.1 Submit a tender offer only if the tenderer complies with the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

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

F.2.2 Cost of tendering

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications,

conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

Insurance for this contract is to be supplied by contractor as per the contract data. The tenderer is advised to seek qualified advice regarding insurance.

F.2.10 Pricing the tender offer

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

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

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

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

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

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

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

F.2.13 Submitting a tender offer

F.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide

the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

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

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

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

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

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

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

F.2.13.8 Accept that the employer shall not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

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

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

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

F.2.15 Closing time

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

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

F.2.16 Tender offer validity

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

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

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

F.2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the

requirements of F.2.13 with packages clearly marked as “SUBSTITUTE”.

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

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

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

F.2.19 Inspections, tests and analysis

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

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

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.2.24 Contract Price Adjustment.

The tender price given is fixed and will not be adjusted for escalation, unless provided for in the contract data. Fluctuations in the foreign currency exchange rate, however, shall be dealt with in the following manner:

1. No change in the tendered rates shall be allowed if the foreign currency (Rand versus US dollar) exchange rate on the date of letter of acceptance, by the client, of this contract has fluctuated up or down by less than or equal to 5% of the base exchange rate. (Refer to note 3 below)

2. Should the foreign currency (Rand versus US Dollar) exchange rate on the date of letter of acceptance, by the client, of this contract have fluctuated up or down by more than 5% of the base

exchange rate (See note 3 below), the tendered rates for Section 2 in the Schedule of Quantities shall be adjusted up or down by an amount equal to the difference between the exchange rate on the date of letter of acceptance and the base exchange rate plus or minus 5 %, whichever is applicable.

3. The base foreign currency (Rand versus US dollar) exchange rate shall be the exchange rate determined by the Johannesburg Stock Exchange (JSE) at **4h00 pm** on the Monday before the tender closing date.

F.3 The Employer's undertakings

F.3.1 Respond to requests from the tenderer

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

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

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

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

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

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

F.3.5 Two-envelope system

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

F.3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum

number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

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

F.3.9 Arithmetical errors, omissions or discrepancies

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

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

a) the gross misplacement of the decimal point in any unit rate;
b) omissions made in completing the pricing schedule or bills of quantities; or
c) arithmetic errors in:
   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.

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

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

a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected.

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 govern and the tenderer

will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

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

F.3.11.2 Method 1: Financial offer

In the case of a financial offer:

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

F.3.11.3 Method 2: Financial offer and preference

In the case of a financial offer and preferences:

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

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

Where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;
N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

c) Rank tender offers from the highest number of 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 the sub clause is repeated.

F.3.11.4 Method 3: Financial offer and quality

In the case of a financial offer and quality:

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

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

Where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;
N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

c) Rank tender offers from the highest number of 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 the sub clause is repeated.

F.3.11.5 Method 4: Financial offer, quality and preferences

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

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

$$T_{EV} = N_{FO} + N_P + N_Q$$

Where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;
N_P is the number of tender evaluation points awarded for preference claimed in accordance with F.3.11.8.
N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

c) Rank tender offers from the highest number of 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 the sub clause is repeated.

F.3.11.6 Decimal places

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

F.3.11.7 Scoring Financial Offers

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

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

where: N_{FO} is the number of tender evaluation points awarded for the financial offer.
W_1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.
A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

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

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 favourable comparative offer.
P is the comparative offer of the tender offer under consideration.

F.3.11.8 Scoring preferences

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

F.3.11.9 Scoring quality

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

Calculate the total number of tender evaluation points for quality using the following formula:
$N_Q = W_2 \times S_o / M_s$

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

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

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

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

F.3.14 Prepare contract documents

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

a) addenda issued during the tender period,
b) inclusion of some of the returnable documents, and
c) other revisions agreed between the employer and the successful tenderer.

F.3.15 Complete adjudicator's contract

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

F.3.16 Notice to unsuccessful tenderers

F.3.16.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

F.3.16.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

F.3.17 Provide copies of the contracts

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

F.3.18 Provide written reasons for actions taken

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

T2 Returnable Documents

T2.1 List of Returnable Documents

The Tenderer must complete the following returnable documents and submit with the complete tender document.

DOCUMENT REF.	DESCRIPTION	ACTION
RETURNABLE SCHEDULES AND CERTIFICATES		
A	Proof of Registration on the National Treasury Centralised Supplier Database (CSD)	Attach
B	Proof of tax compliance status and a valid SARS PIN	Complete/ Attach
C	Bank Rating Letter	Complete/ Attach
D	BBBEE Verification Certificate. In case of Joint Venture (JV); B-BBEE must be SANAS approved	Attach
FAILURE TO SUBMIT/FULLY COMPLETE THE BELOW DOCUMENTS WILL RENDER THE TENDER SUBMISSION NON-RESPONSIVE (COMPULSORY RETURNABLES)		
E	Certificate of Attendance at a Tender Site Meeting	Complete
F	Record of Addenda to Tender Documents (If applicable)	Complete
G	Amendments, Qualifications and Alternatives (If applicable)	Attach
H	Certificate of Authority for Signature	Complete
I	Copy Workmen's Compensation Registration Certificate (or proof of payment of contributions in terms of the Compensation for Occupational Injuries and Disease Act No. 130 of 1993)	Attach
J	Fully Completed MBD Forms: MBD 1, MBD2, MBD3.2, MBD3.3, MBD4, MBD5, MBD6.1, MBD7.1, MBD7.2, MBD7.3, MBD8, MBD9	Complete
K	Municipal Declaration	Complete
INFORMATION REQUIRED FOR EVALUATION PURPOSES		
L	Key Personnel	Attach
M	Qualifications and Relevant Experience of the Site Agent/Contracts Manager (Curriculum Vitae Format)	Attach
N	Qualifications and Relevant Experience of the Foreman (Curriculum Vitae Format)	Attach
O	Relevant Experience of the Safety Officer (Curriculum Vitae Format)	Attach
P	Relevant Experience of the Plant Operator (Curriculum Vitae Format)	Attach
Q	Summary of Tendering Firms Experience (Similar Work and Environment)	Attach

DOCUMENT REF.	DESCRIPTION	ACTION
R	Provisional Programme	Attach
S	Schedule of Plant and Equipment/Letter of Intent to Hire	Attach
T	Occupational Health & Safety Plan	Attach
U	Certified CIDB Grading Certificate	Attach

A: CENTRAL SUPPLIER DATABASE REGISTRATION NUMBER

IMPORTANT NOTES:

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

Central Supplier Database Registration Number

VALID CSD REPORT:

[Valid CSD report to be attached to this page]

B: PROOF OF TAX COMPLIANCE STATUS AND A VALID SARS PIN

IMPORTANT NOTES:

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

   "**Valid Tax clearance certificate / Central Supplier Database Registration Number**

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

2. The ST 5.1 form, Application for Tax Clearance Certificate (in respect of tenders), must be **completed by the tenderer in every detail and submitted to the Receiver of Revenue** where the tenderer is registered for income tax purposes. The Receiver of Revenue will then furnish the tenderer with a Tax Clearance Certificate that will be valid for 6 months from date of issue.

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

TAX CLEARANCE CERTIFICATE / SARS PIN

[Tax Clearance Certificate obtained/ PIN from SARS to be attached to this page]

C: BANK RATING AND CONFIRMATION OF BANKING DETAILS

Tenderers financial capacity to finance and undertake a contract of this nature will also be checked and consequently it is a requirement that the details below be provided.

NAME OF TENDERER						
NAME OF ACCOUNT HOLDER AT BANK						
TYPE OF ACOUNT (Please tick)	CURRENT/CHEQUE		SAVINGS		TRANSMISSION	
BANK						
BRANCH NAME						
ACCOUNT NUMBER						
BRANCH CODE						
BANK RANKING CODE						
BANK TELEPHONE NO						
BANK ADDRESS						
NAME OF BANK MANAGER						
TELEPHONE NUMBER						
FAX NUMBER						
NO OF YEARS ABOVE ACCOUNT HAS BEEN WITH BANK						
CREDIT FACILITIES AVAILABLE (State Amount)						

SIGNATURE: .....…….. DATE: .....

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

D: REGISTRATION CERTIFICATES OF AN ENTITY

ENTITY REGISTRATION:

[Important note to Tenderer: Registration Certificates for Companies, Close Corporations and Partnerships and ID documents for Sole Proprietors, must be inserted here. In the case of a Joint Venture, a copy of a duly signed Joint Venture Agreement clearly setting out the roles and responsibilities of the parties must be included with particular reference to the guarantees required in terms of the Contract Data. The Joint Venture Agreement must also clearly indicate how payment is to be effected to the entity and distributed to the parties]

CIDB REGISTRATION:

Tenderer's must also indicate their CIDB registration details in the space provided.
(*If not registered, attach proof that the enterprise can be registered with the CIDB within 10 days*)

Registered Name	**Registration Number**

BBBEE CERTIFICATION:

The Tenderer must also attach hereto a certified copy of their B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS).

SIGNATURE: .....…….. DATE: .....
(of person authorised to sign on behalf of the Tenderer)

E: CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

This is to certify that *(Tenderer)* ……..….

of (*address)*.....

.....……..... was represented by the person(s) named below at the compulsory meeting held for all tenderers on TBA

We acknowledge that the purpose of the meeting was to acquaint myself / ourselves with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for me / us to take account of everything necessary when compiling our rates and prices included in the tender.

Particulars of person(s) attending the meeting:

Name: .....……..... Signature: .....….....

Capacity: .....

Name: ….....……..… Signature: .....….....

Capacity: .....

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

Name: …….. Signature: .....

Capacity: ……

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F: RECORD OF ADDENDA TO TENDER DOCUMENTS

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

ADD. No.	DATE	TITLE OR DETAILS
1		
2		
3		
4		
5		

SIGNATURE: .....…….. DATE: ….....

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

G: AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

(***This is not an invitation for amendments, deviations or alternatives*** *but should the Tenderer desire to make any departures from the provisions of this contract he shall set out his proposals clearly hereunder. The Employer will not consider any amendment, alternative offers or discounts unless forms (a), (b) and (c) have been completed to the satisfaction of the Employer*).

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

(a) AMENDMENTS

PAGE, CLAUSE OR ITEM NO	PROPOSED AMENDMENT

Notes*: (1) Amendments to the General and Special Conditions of Contract are not acceptable;*

(2) The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his tender.

(b) ALTERNATIVES

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

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

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

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

(c) DISCOUNTS

ITEM ON WHICH DISCOUNT IS OFFERED	DESCRIPTION OF DISCOUNT OFFERED

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

SIGNATURE: .....……..…….. DATE: …….....
(of person authorised to sign on behalf of the Tenderer)

H: CERTIFICATE OF AUTHORITY FOR SIGNATURE OF AN ENTITY

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

(I) Company	(II) Close Corporation	(III) Partnership	(IV) Joint Venture	(V) Sole Proprietor

(I) CERTIFICATE FOR COMPANY

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

Signature of Chairman:.....

Signature of Signatory: .....

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date: .....

(II) CERTIFICATE FOR CLOSE CORPORATION

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

.....hereby authorise Mr/Ms .....

acting in the capacity of ....., to sign all documents

in connection with the tender for Contract No ..... and any contract resulting from it on our behalf.

Signature of Signatory: .....

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date: .....

NAME	ADDRESS	SIGNATURE	DATE

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

(III) CERTIFICATE FOR PARTNERSHIP

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

.....hereby authorise

Mr/Ms…..... …… acting in the capacity of

....., to sign all documents in connection

with the tender for Contract No ..... and any contract resulting from it on our behalf.

Signature of Signatory: .....

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date: .....

NAME	ADDRESS	SIGNATURE	DATE

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

(IV) CERTIFICATE FOR JOINT VENTURE

We, the undersigned, are submitting this tender offer in Joint Venture and hereby 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 for Contract No .....and any contract resulting from it on our behalf.

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

Signature of Signatory: .....

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date: .....

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME AND CAPACITY
Lead partner		

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

(V) CERTIFICATE FOR SOLE PROPRIETOR

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

Signatureof Sole owner: .....

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date: .....

I: WORKMANS' COMPENSATION REGISTRATION CERTIFICATE (OR PROOF OF PAYMENT OF CONTRIBUTIONS IN TERMS OF THE COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT NO. 130 OF 1993)

[Certified Copy of the Certificate or Proof of Payment thereof obtained from the Workmen's Compensation Commissioner to be inserted here]

J: RETURNABLE SCHEDULE REQUIRED ONLY FOR TENDER EVALUATION PURPOSES, FORMS (MBD Forms)

MBD2:	Tax Clearance Certificate Requirements
MBD3:	Pricing Schedule-Non-firm prices
MBD4:	Declaration of Interest
MBD5:	Declaration for procurement above R10m (all applicable taxes included)
MBD6.1:	Preference Points claim form in terms of the preferential procurement regulations 2011
MBD7.1:	Contract form-purchase of goods/works
MBD7.2:	Contract Form-rendering of services
MBD7.3:	Contract Form-Sale of Goods/Works
MBD8:	Declaration of bidder's past Supply Chain Management Practices
MBD9:	Certificate of Independent bid determination

MBD 2

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

1. In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

3. The Tax Clearance Certificate must be submitted together with the bid. Failure to submit the Tax Clearance Certificate will result in the invalidation of the bid.

4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.

6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

MBD 3.1

PRICING SCHEDULE – FIRM PRICES
(PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder……	Bid Number……...
Closing Time ……. …..	Closing Date ……..

OFFER TO BE VALID FOR……DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)

- Required by: …….
- At: …….

  ……

- Brand and Model …….
- Country of Origin …….

- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s) …….
- Period required for delivery …….
  *Delivery: Firm/Not firm
- Delivery basis …….

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.
** “all applicable taxes” includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

MBD 3.2

PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder……	Bid number……
Closing Time ……	Closing Date ……

OFFER TO BE VALID FOR……DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCUDED)
-		Required by:	……..…
-		At:	…….
-		Brand and model	…..……..…….
-			
-		Country of origin	……..…….…….
-		Does the offer comply with the specification(s)?	*YES/NO
-		If not to specification, indicate deviation(s)	……..…….
-		Period required for delivery	……..…….
-		Delivery:	*Firm/Not firm

** ”all applicable taxes” includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

MBD 3.2

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES

2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt\left(D1\frac{R1t}{R1o} + D2\frac{R2t}{R2o} + D3\frac{R3t}{R3o} + D4\frac{R4t}{R4o} \right) + VPt$$

Where:

Pa = The new escalated price to be calculated.
(1-V) Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2…etc. must add up to 100%.
R1t, R2t…… = Index figure obtained from new index (depends on the number of factors used).
R1o, R2o = Index figure at time of bidding.
VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index……. Dated……. Index……. Dated……. Index……. Dated…….

Index……. Dated……. Index……. Dated……. Index……. Dated…….

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

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MBD 3.2

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

MBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state[1], or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price QUOTATION, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her positionin relation to the evaluating/adjudicating authority where-

   - the bidder is employed by the state; and/or

   - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1 Full Name of bidder or his or her representative: …….

2.2 Identity Number: ……

2.3 Position occupied in the Company (director, trustee, shareholder[2]): ……..

2.4 Company Registration Number: ……..…….

2.5 Tax Reference Number: ……

2.2 VAT Registration Number: ……....

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

[1]"State" means –
(a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
(b) any municipality or municipal entity;
(c) provincial legislature;
(d) national Assembly or the national Council of provinces; or
(e) Parliament.

[2]"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.2.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: ……...……
Name of state institution at which you or the person connected to the bidder is employed : ……
Position occupied in the state institution: ……

Any other particulars:

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……

……
……

2.2.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.2.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.2.2.2 If no, furnish reasons for non-submission of such proof:

……
……
……

2.3 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.3.1 If so, furnish particulars:
……..
……..
……...

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

2.9.1 If so, furnish particulars.
……...
……..….
……

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

2.10.1 If so, furnish particulars.
……
……
……

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1If so, furnish particulars:
……
……
……

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3 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

4 DECLARATION

I, THE UNDERSIGNED (NAME)……

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

…….. ……
Signature Date

…… ……
Position Name of bidder

MBD 5

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

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

1. Are you by law required to prepare annual financial? statements for auditing? *YES / NO

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years. *YES / NO

……

……

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

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

2.2 If yes, provide particulars.

……

…….

…….

……..

* Delete if not applicable

3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? *YES / NO

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3.1 If yes, furnish particulars

…….

…….

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? *YES / NO

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 STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

…….. ……..
Signature Date

……..... …….
Position Name of Bidder

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MBD 6.1

PREFERENCE CERTIFICATE (MBD 6.1)	T 5

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

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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, andincludes all applicable taxes less all unconditional discounts;

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

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

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. **POINTS AWARDED FOR PRICE**

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

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. **POINTS AWARDED FOR PRICE**

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

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

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

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.*)**

POINTS FOR CONTRACTING AN ENTERPRISE OWNED BY HISTORICALLY DISADVANTAGED PERSONS OR INDIVIDUALS		
A total of 8 preference points shall be allocated on a proportional or pro rata basis for contracting an enterprise owned by historically disadvantaged persons or individuals who meet the following requirements -		
HISTORICALLY DISADVANTAGED PERSONS OR INDIVIDUALS	**POINTS ALLOCATION**	**SOURCE DOCUMENTS REQUIRED TO CLAIM POINTS**
100% black person or people owned enterprise	**2**	A copy of a ***Full CSD report*** not older than 3 months
More than 30% woman or women shareholding or owned enterprise	**2**	
more than 30% youth shareholding or owned enterprise	**2**	
More than 30% people living with disability shareholding or owned	**2**	A copy of a Medical Certificate to confirm disability

enterprise		
POINTS FOR IMPLEMENTING OF RDP PROGRAMMES		
A total of 12 preference points shall be allocated on a proportional or pro rata basis for implementing of programmes for RDP -		
Enterprises regarded as ***EMEslocated within** the EhlanzeniDistrict Municipality area of jurisdiction	**2**	➢ A copy of a Full CSD report not older than 3 months **NB:** Points will only be awarded if the CSD physical address is the same as the address for the proof of residence required in 1.9 above.
Points for Corporate Social Investment (CSI) or Social Labour Plan proposition	**5**	Comprehensive Methodology on how the tenderer is planning to invest back to the community of Nkomazi Local Municipality: • Community development grounded on the principles of empowerment, social justice, collective action to mention but a few. • These undertakings shall form part of the service level agreements SLA and be managed as such.
Enterprise who will subcontract minimum of 30% of the contract value of EMEs in the word or local communities where the services of work to be rendered will be undertaken	**2**	Joint venture requirement as per the tender document and all relevant legislations pertaining to join ventures.
Points for valid B-BBEE level 1 contribution (SANAS accredited 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**	➢ Certified Valid BBBEE certificate ➢ or Certified Valid EME and SME a sworn affidavit ➢ or Certified Valid CIPC issued certificate confirming annual turnover and level of Black Ownership
TOTAL PREFERENCE POINTS TO BE CLAIMED	**20**	

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)

***All certified copies must not be older than three months**.

TENDERER'S MUST SCORE A MINIMUM OF 70 POINTS IN ORDER FOR THE BID TO BE ELIGIBLE IN TERMS OF F.2.1 (e).

TECHNICAL EVALUATION CRITERIA

Criterion	Assessment	Points Awarded	Max Score
Construction Team Key Personnel (Forms L, M, N,O)	Site Agent/Contract manager has Certified N.D Civil Engineering or relevant B – degree in Civil Eng (4); NQF 5 (Labour Intensive) Qualification (2); Completed minimum of 5 projects (2), five years' experience (2).	10	30
	General Foreman has Certified Civil Engineering Trade Qualification (4); NQF level 2 Labour intensive Qualification (2); Completed minimum of 3 projects (2); Three years' experience (2).	10	
	Safety Agent with a Certified relevant safety qualification (3); Completed min of 2 projects (1); Three years' experience (1).	05	
	Plant Operator with a Certified relevant trade certificate (2.5); Three years' experience (2.5).	05	
Experience of similar work and environment (Form P)	Company Experience of similar work in the past 7 years; (10 point for each similar successfully completed project with value of R20 million to R30 Million). 5 points for each similar completed project with value of R10 Million to R20 million) 2 points for each similar completed project with value of less than R10 Million Certified Appointment letters and Completion Certificates to be submitted as proof.	10 5 2	50
Company financial Capacity (Form C)	Bank Rating of: C or better - 5; D - 0; E or Lower - 0;		05
Plant and Equipment (Form R)	TLB (Own/Hired) – 4 Excavator - (Own/Hired) 4 Water Tanker (Own/Hired) - 2 6m3 or 10 m3 Tipper Truck (Own/Hired) – 2 Plate Compactor - (Own/Hired) 3		15
MAXIMUM SCORE:			**100**

BID NO:	NKO 21 / 2025	INITIALS	

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

1.1 Name of company/firm…….

1.2 Company registration number: ……...

TYPE OF COMPANY/ FIRM [TICK APPLICABLE BOX]

☐ Partnership/Joint Venture / Consortium

☐ One-person business/sole propriety

☐ Close corporation

☐ Public Company

☐ Personal Liability Company

☐ (Pty) Limited

☐ Non-Profit Company

☐ State Owned Company

1.3 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 the contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

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

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

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

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

……
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: ……

DATE: ……

ADDRESS: ……

……

……

STANDARD TERMS AND CONDITIONS OF BID	**T 6**

The following standard terms and conditions of bid have been accepted and laid down by the Council of Nkomazi Local Municipality and are applicable to all bids, contracts and orders unless otherwise directed by the Council prior to the invitation of bids.

1. GENERAL DIRECTIVES

1.1. Formal contracts

Formal contracts shall only be concluded with bidders where this requirement is stated in the bid documents. In the absence of a formal contract, the duly completed and signed bid accepted by a letter of acceptance by Nkomazi Local Municipality and signed by both parties shall be the contract between the parties, and this shall include the tender document.

1.2. Expenses

Unless otherwise indicated in the bid documents, Nkomazi Local Municipality shall not be liable for any expenses incurred in the preparation or submission of any bid.

1.3. Briefing Notes

Nkomazi Local Municipality may issue Briefing Notes from time to time during the bid submission phase so that prospective bidders will timeously be made aware of any and all information that might assist them in articulating their bids.

Briefing Notes will be sequentially numbered to facilitate easy reference.

1.4. Governing laws

Laws of the Republic of South Africa shall govern contracts arising from the acceptance of bids.

1.5. Site inspections and explanatory meetings

1.5.1 Nkomazi Local Municipality may require the attendance of a Compulsory site inspection or explanatory meeting. Where this is a condition of bid, bidders must attend the site inspection or explanatory meeting in order to submit a valid bid. Failure to attend or coming late for the said meeting will result in the bid being non-compliant.

1.5.2 Particulars of the place and time of the site inspection or explanatory meeting will be indicated in the advertisement and the bid documentation.

1.5.3 Minutes will be taken of all information disclosed during the site inspection or explanatory meeting, and copies of these minutes will be made available on request to all interested parties that attended the relevant inspection or meeting.

1.5.4 Where the attendance of the site inspection or explanatory meeting is an absolute requirement to the bid, bidders must be required to certify that they attended the site meeting or explanatory meeting and that they are fully aware of the scope of the bid.

2. INVITATIONS TO TENDER/BID

2.1. Service Provider Database

Nkomazi Local Municipality may issue invitations to bid for specific supplies or services to service providers listed on the Nkomazi Local Municipality service provider database.

Without derogating from the above, Nkomazi Local Municipality reserves the right to go to open bid for the obtainment of supplies or services.

Requests for listing on the service provider database of Nkomazi Local Municipality will be issued from time to time in the local media.

2.2. Documents to be used

2.2.1 Bids must make use of the prescribed bid documents and supply all necessary and required information called for therein.

2.2.2 Failure of a bidder to submit a bid duly signed in black ink, or to provide all required documentation or to complete bid documentation and certificates in all respects may invalidate the bid.

2.2.3 Bidders should not qualify their bids by their own conditions, and such bidders run the risk of having their bids declared invalid.

2.2.4 Nkomazi Local Municipality may request the furnishing of a non-refundable bid deposit together with the submission of bids. This is to defray in part the cost of non-responsive bids and to prevent nuisance bids from being submitted.

3. SAMPLES

3.1.1. Prospective bidders may be charged for samples provided to them by Nkomazi Local Municipality. Failure to do so may render the bid invalid. Nkomazi Local Municipality shall not be liable for any cost involved in the supply of samples by a tenderer/bidder;

3.1.2. Where samples are called for in the bid documents, samples must be clearly marked with the bid numbers, item number and name of the bidder. Samples must reach the designated address for the submission of bids no later than the closing time;

3.1.3. Nkomazi Local Municipality may accept goods offered on loan for trial purposes, but is under no obligation to purchase the loaned goods, or any similar goods, and Nkomazi Local Municipality accepts no responsibility in the event of breakage of damage, or for the depreciation of depreciable goods.

4. Closing of tenders/bids

4.1. Bids close at 12:00 PM on the closing date as indicated in the bid documents.

4.2. Extension of the closing date may be granted in certain circumstances where such extension is justified. Any extension will however be published before the original closing date or can be communicated during briefing session.

4.3. Tenders/bids shall be considered late if they are received at the address indicated in the bid documents after the closing time on the closing date. A late bid shall not be admitted for consideration, and where practicable, shall be returned unopened to the bidder.

5. Submission of tenders/bids

5.1. Tender/bid documents must be deposited in the bid box at the address indicated in the bid documentation, failing which at a clearly indicated alternative site (where applicable).

5.2. Tenders/bids must be deposited in a sealed envelope or container, which envelope or container must clearly indicate the bid number and description of bid (where applicable).

5.3. Tenders/bids must be submitted in English**.**

5.4. Tenders/bids received by facsimile, telegram, telex, e-mail or other similar media will not be accepted as validly submitted bids (where applicable).

5.5. Only original tenders/bids or photocopies of the original documentation which is submitted in the prescribed manner may be accepted as valid bids.

5.6. All tenders/bids received prior to the closing date shall be kept in safe custody until the closing time of bids.

6. Opening of tenders/bids

6.1. Tenders/bids will be opened in public (where applicable) as soon as practicable after the closing time.

6.2. Tenders/bids will be given a registration mark and a list of bids received will be placed on record.

7. Validity periods

The period for which bids are to remain valid and binding shall be indicated in the bid documents. The validity period is calculated from the closing time and will continue until the close of business on the last day of the period, and where this day falls on a Saturday, Sunday or public holiday, the bid will remain valid and binding until the close of business on the following business day.

8. Tender/bid prices and delivery periods

8.1. Firm tender/bid prices and delivery periods are preferred.

8.2. “Firm” prices are deemed to be prices which, are only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of any tax, levy or duty, which in terms of a law or regulation is binding on the bidder and will demonstrably have an influence on the prices of supplies or on the cost of rendering services.

8.3. “Non-firm” prices are deemed to be all prices which are not “firm.”

8.4. Where non-firm prices are offered, Nkomazi Local Municipality may require the submission of proof regarding labour and material costs, or other factors which are specified by the bidder, and should these costs be seen to be unrealistic, it may negatively affect the consideration of the bid.

8.5. Where applicable, the value of certificates (payment) issued in terms of the contract, shall be increased or decreased by applying a “contract price adjustment factor” calculated according to the formula and the conditions set out in the Contract Price Adjustment Schedule referring to the General Conditions of Contract for works of engineering construction.

8.6. Expressions relating to the delivery of supplies or services which are unspecified such as “soonest” or “earliest” etc. are not acceptable. Where it has not been indicated whether prices or delivery periods are firm or not, bided prices and delivery periods shall be deemed to be firm and the contractor shall be bound thereby.

3. CONSIDERATION OF TENDER/BIDS

3.1. All bids validly submitted will be taken into consideration. Each tender/bid will be reviewed and evaluated for its ability to deliver the specific requirements of the bid in line with set criteria of paragraph 3.3.

3.2. Nkomazi Local Municipality is under no obligation to accept any tender/bid, or to accept the lowest tender/bid.

3.3. All tenders/bids will be reviewed and evaluated in accordance with the following criteria:

- General Information supplied by the bidder
- Compliance with bid requirements
- Pricing
- Technical Evaluation
- Preferential Procurement points

3.4. Nkomazi Local Municipality may elect to invite verbal presentations from bidders for clarification of the content of their bids.

3.5. Nkomazi Local Municipality may, where a bid relates to more than one item, accept such tender/bid in respect of any specific item or items, and may also accept part of the specified quantity of any specific item or items.

3.6. Any decision by Nkomazi Local Municipality shall be final and Nkomazi Local Municipality shall only on request provide reasons for the acceptance or passing over of a bid.

3.7. Where a bid has been granted on the strength of information furnished by the bidder, which later proves to be incorrect, Nkomazi Local Municipality may, in addition to any other remedy it may have, recover all costs and damages suffered or sustained by Nkomazi Local Municipality as a result of the award of the bid from the bidder, and/or cancel the agreement and claim damages from the bidder.

3.8. Nkomazi Local Municipality will award a preference to bids in accordance with the Preference Certificate in the form of BBBEE status level certificate [T 5].

3.9. In the event of equal bids, the following order of priority will normally be applied in the consideration of equal bids:

Evaluation of bids that scored equal points

3.9.1. In the event that two or more bids have scored equal total points, the successful bid must be the one that scored the highest points for BBBEE,

3.9.2. IF two or more bids have equal points, including equal preference points for BBBEE, the successful bid must be the one scoring the highest score for functionality if functionality is part of the evaluation process,

3.9.3. In the event that two or more bids are equal in all respects, the award must be decided by the drawing of lots

a. Successful bidders will be notified in writing of the acceptance of their bids.

4. TERMS AND CONDITIONS

4.1 Information provided

Nkomazi Local Municipality provides the bid documentation or any other information in good faith. Any party or parties considering entering into a contract with Nkomazi Local Municipality on the basis of such information should conduct their own investigations and obtain the necessary professional advice and council, at their cost, necessary to formulate their own opinion regarding all matters related to the bid. Nkomazi Local Municipality cannot be held liable for any costs or damages flowing from a failure to do so by any bidder.

4.2 Legal and regulatory framework

4.2.1. All bids must function and be implemented within the general legal and regulatory framework relating to the supply or service, and requires compliance with all law by any bidder.

4.3.2. The onus is on the bidder to ensure compliance of its bid as well as during the implementation of the bid with the applicable legal and regulatory requirements, and Nkomazi Local Municipality reserves the right to reject any bid on the basis of non-compliance by the bidder with the applicable legal and regulatory framework.

4.4.3. Where relevant Nkomazi Local Municipality may request the Respondent to submit proof of compliance with any aspect of the legal and regulatory framework.

4.3 No representations or warranties

All information contained in or provided as part of the bid documentation is offered in good faith and for the guidance of bidders. Nkomazi Local Municipality does not make any representation (express or implied), or provide any warranty as to the accuracy, completeness or correctness of bid documentation. Nkomazi Local Municipality shall not be liable for any claim for loss or damage to any bidder arising from any error, misstatement or omission contained in the bid documentation or any reliance thereon.

4.4 Declaration of interest

In order to prevent allegations of favouritism or nepotism in the procurement process, bidders must complete the Declaration of Interest & Interest in the State. (T4)

4.5 Reservation of rights

4.5.1. Nkomazi Local Municipality reserves the right to consider all possible options during the evaluation of bids. This includes the right not to proceed with the bid, suspend or temporarily defer the bid, or not to award the bid to any bidder. No liability shall attach to Nkomazi Local Municipality in the exercising of any of these rights.

4.5.2. If Nkomazi Local Municipality elects not to award the bid to any bidder, it may at its sole discretion, solicit bids in such manner as it may deem necessary in its absolute and sole discretion.

4.5.3. Copyright of all documents, data, designs, electronic aids, programmes etc. forming part of the bid documentation or developed by Nkomazi Local Municipality, shall remain to vest in Nkomazi Local Municipality.

4.6. Queries relating to the bid

4.6.1. Any queries relating to a bid or any process should be addressed in writing (registered mail, facsimile or e-mail), marked for the attention to:

The person and address stated in the bid documentation

4.6.2. Queries will be responded to in writing, and the written query and response may be distributed to all prospective bidders who have collected the bid documentation. The names of bidders raising queries will not be made known.

4.7. Information to be provided by bidders

The onus is on the bidder to ensure that all requirements contained in the bid documentation are complied with and all information requested from the bidder is supplied.

4.8. Independent submission

By submitting a bid, each bidder certifies that –

4.81. Its bid has been submitted independently, without consultation, communication or agreement for restricting competition, with any other bidder or to any other competitor; and

4.8.2. No attempt has been made or will be made by the bidder to induce any other person or firm to submit a bid for the purpose of restricting competition.

4.9. Sole property of Nkomazi Local Municipality

4.9.1. All materials, information and data submitted by bidders shall become the sole property of Nkomazi Local Municipality, with the exception of –

4.9.1.1. Confidential financial statements of the bidder; and

4.9.1.2. Copyright material, trade secrets or other proprietary information clearly identified as such by the bidder.

4.10. Confidentiality

4.10.1. Nkomazi Local Municipality undertakes to keep confidential all information received from any bidder which is clearly identified as confidential in the bid and which is not already public knowledge or

available in the public domain or in the hands of Nkomazi Local Municipality or required to be disclosed by legal or regulatory requirements, and the bidder accordingly indemnifies Nkomazi Local Municipality against any claim or liability for its refusal to disclose the relevant information/data to any person seeking access thereto. Failure to honour such indemnity shall be deemed to be a waiver by the bidder of its right to exemption from disclosure and shall Nkomazi Local Municipality be authorised to provide a copy of the relevant information/data or any part thereof to the requester.

4.10.2. Information disclosed by Nkomazi Local Municipality is deemed as confidential and it is expected that bidders treat it as such. This includes all information which is not public knowledge or available in the public domain or required to be disclosed by legal or regulatory requirements. Bidders will be held liable for non-compliance in this regard.

4.10.3. No information of bidder shall be made available to another bidder or any person unless requested by the court of law. Bidder can be allowed to request to see his/her bid document or to seek clarity of his/her failure, but not to have access to other bidder's information.

MBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

8. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)…….…… in accordance with the requirements and specifications stipulated in bid number……..…….. at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.

9. The following documents shall be deemed to form and be read and construed as part of this agreement:

(i) Bidding documents, *viz*
- Invitation to bid;
- Tax clearance certificate;
- Pricing schedule(s);
- Technical Specification(s);
- Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
- Declaration of interest;
- Declaration of bidder's past SCM practices;
- Certificate of Independent Bid Determination;
- Special Conditions of Contract;

(ii) General Conditions of Contract; and

(iii) Other (specify)

10. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

11. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

12. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

13. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) ……

PACITY ……

SIGNATURE ……

NAME OF FIRM ……

DATE ……

WITNESSES

1 ……

2. ……

DATE: …….

BID NO:	NKO 21 / 2025	INITIALS	

MBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I…… in my capacity as……..….. accept your bid under reference number ……dated…….for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating delivery instructions is forthcoming.

3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorized to sign this contract.

SIGNED AT ……ON……..

NAME (PRINT) …….

SIGNATURE …….

OFFICIAL STAMP

WITNESSES

1. ……

2. ……

DATE: ……

MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)…… in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number…….. at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

(iv) Bidding documents, *viz*
- Invitation to bid;
- Tax clearance certificate;
- Pricing schedule(s);
- Filled in task directive/proposal;
- Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
- Declaration of interest;
- Declaration of Bidder's past SCM practices;
- Certificate of Independent Bid Determination;
- Special Conditions of Contract;

(v) General Conditions of Contract; and
(vi) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) ……

CAPACITY ……

SIGNATURE ……

NAME OF FIRM ……

DATE ……

WITNESSES

1 ……

2 ……

DATE: ……..

BID NO:	NKO 21 / 2025	INITIALS	

MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I……. in my capacity as……..…… accept your bid under reference number ……dated……for the rendering of services indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating service delivery instructions is forthcoming.

3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT …… ON ……..

NAME (PRINT) ……

SIGNATURE ……

OFFICIAL STAMP

WITNESSES

1 ….……

2 …..…….

DATE: ……..

MBD 7.3

CONTRACT FORM - SALE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE SELLER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE SELLER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to purchase all or any of the goods and/or works described in the attached bidding documents from (name of institution)…….…..…… in accordance with the requirements stipulated in (bid number)……..…….. at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the seller during the validity period indicated and calculated from the closing time of bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

(vii) Bidding documents, *viz*
- Invitation to bid;
- Tax clearance certificate;
- Pricing schedule(s);
- Declaration of interest;
- Declaration of Bidder's past SCM practices;
- Special Conditions of Contract;

(viii) General Conditions of Contract; and

(ix) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) cover all my obligations and I accept that any mistakes regarding price(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I undertake to make payment for the goods/works as specified in the bidding documents.

6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

7. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) ……

CAPACITY ……

SIGNATURE ……

NAME OF FIRM ……

DATE ……

WITNESSES

1. ……

2. ……..

DATE:……..

BID NO:	NKO 21 / 2025	INITIALS	

MBD 7.3

CONTRACT FORM - SALE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE SELLER)

4. I…… in my capacity as……..…..
accept your bid under reference number ……dated……for the purchase of goods/works indicated hereunder and/or further specified in the annexure(s).

5. I undertake to make the goods/works available in accordance with the terms and conditions of the contract.

ITEM NO.	DESCRIPTION	PRICE (ALL APPLICABLE TAXES INCLUDED)		

4. I confirm that I am duly authorized to sign this contract.

SIGNED AT ……ON……..

NAME (PRINT) …….

SIGNATURE …….

OFFICIAL STAMP

WITNESSES

3. …….

4. …….

DATE …….

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

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

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the *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 bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? **The Register 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 bidder or any of its directors convicted by a court of law (including a court outside of 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 bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.5.1	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**

…….. **……..**

Position **Name of Bidder**

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Municipal Bidding Document (MBD) must form part of all bids[1] invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[2] Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

a. take all reasonable steps to prevent such abuse;

b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and

c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

AUTHORISATION CERTIFICATE	T 8

1. I/We hereby bid to supply all or any of the supplies and/or to bid all or any of the services as described and required in the bid documentation to Nkomazi Local Municipality, on the terms and conditions and in accordance with the specifications as stipulated in the bid documentation (which bid documentation shall be taken as part of, and incorporated into, this bid) at the prices and delivery periods as required therein.

2. I/We agree that –
   the offer herein contained shall remain binding on me/us and open for acceptance by Nkomazi Local Municipality during the validity period indicated in the bid documentation, which period shall be calculated from the closing time of the bid;

3. this bid and its acceptance shall be subject to the Standard Terms and Conditions of Bid [T 5] which are contained in this bid documentation and with which contents I am/we are fully acquainted with;

4. if I/we withdraw my/our bid within the validity period of the bid for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, Nkomazi Local Municipality may, without prejudice to any other remedies at its disposal, agree to the withdrawal or cancellation of the bid or contract that may have been entered into and I/we will then pay to Nkomazi Local Municipality any additional expense incurred by Nkomazi Local Municipality having to either accept any less favourable bid, or if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid;

5. if my/our bid is accepted the acceptance may be communicated to me/us by letter by ordinary post or registered post and that the Post Office shall be regarded as my/our agent, and delivery of such acceptance to the Post Office shall be treated as a delivery to me/us;

6. The law of the Republic of South Africa shall govern the contract created by the acceptance of my/our bid and that I/we choose our *domiciliumcitandi et executandi* in the Republic at:

   ……

7. I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our bid and that the prices and scope of work bided cover all my/our obligations in terms of the bid documentation and that I/we accept that any mistakes regarding prices or calculations will be at my/our risk.

8. I/We hereby accept full responsibility for the proper execution and due fulfilment of all obligations and conditions devolving on me/us under this contract as the principal bidder liable for the contract.

9. I/We agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any judgment obtained against me/us as a result of such action.

Signature …… Tender/Bid no……..

Capacity ……..

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

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____

(Bid Number and Description)

in response to the invitation for the bid made by:

_____

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of:_____that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

    (a) has been requested to submit a bid in response to this bid invitation;
    (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
    (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.However communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
    (a) prices;
    (b) geographical area where product or service will be rendered (market allocation)
    (c) methods, factors or formulas used to calculate prices;

(d) the intention or decision to submit or not to submit, a bid;

(e) the submission of a bid which does not meet the specifications and conditions of the bid; or

(f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

…… ……

Signature Date

…… ……

Position Name of Bidder

2

[3] Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

K: MUNICIPAL DECLARATION AND RETURNABLE DOCUMENTS

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

a) consultancy services 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:	
Contact person:	
Email:	
Telephone:	
Cell no	
Fax:	
Physical address	
Postal address	

Section 2: Declaration for consultancy services:

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

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

Attach separate page as necessary

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 **isnot** 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 *(ie: all municipal accounts are paid up to date)*;

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 _____

Enterprise name _____

L: KEY PERSONNEL

In terms of the Project Specification, all unskilled workers are to be locally sourced.

The Tenderer shall list below the personnel which he intends to utilize on the Works, including key personnel which may have to be brought in from outside if not available locally.

Category of Employee	Number of Persons					
	Key Personnel, Part of the Contractor's Organisation		Key Personnel to be imported if not available locally		Unskilled Personnel to be recruited from local community	
	PDI	NON-PDI	PDI	NON-PDI	PDI	NON-PDI

SIGNATURE: .....…... DATE: ….....
(of person authorised to sign on behalf of the Tenderer)

M: CURRICULUM VITAE OF KEY PERSONNEL – SITE AGENT / CONTRACTS MANAGER

The success of this project will largely depend on the ability of the **Key Personnel** to manage local resources that are largely unskilled. The Tenderer must indicate who they intend using for this function and must list the incumbent's experience.

Failure to provide proof of a suitable candidate to manage the work on a permanent basis on site during the currency of the contract will result in dis-qualification in terms of Clause F.2.1.

Site Agent / Contracts Manager:	**Years with firm:**
Qualifications:	
Employment Record:	
Experience Record Pertinent to Required Service: **(Indicate no of years' experience)**	

SIGNATURE: .....…... DATE: ….....
(of person authorised to sign on behalf of the Tenderer)

N: CURRICULUM VITAE OF KEY PERSONNEL – FOREMAN

Site Agent:	**Years with firm:**
Qualifications:	
Employment Record:	
Experience Record Pertinent to Required Service: **(Indicate no of years' experience)**	

SIGNATURE: .....…….. DATE: ….....

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

O: CURRICULUM VITAE OF KEY PERSONNEL – SAFETY OCFFICER

Foreman:	**Years with firm:**
Qualifications:	
Employment Record:	
Experience Record Pertinent to Required Service:	
(Indicate no of years' experience)	

BID NO:	**NKO 21 / 2025**	**INITIALS**	

P: CURRICULUM VITAE OF KEY PERSONNEL – PLANT OPERATOR

Foreman:	**Years with firm:**
Qualifications:	
Employment Record:	
Experience Record Pertinent to Required Service: **(Indicate no of years' experience)**	

SIGNATURE: .....…... DATE: ….....
(of person authorised to sign on behalf of the Tenderer)

Q: SCHEDULE OF TENDERING FIRM'S EXPERIENCE (SIMILAR WORK AND ENVIRONMENT)

[REFER TO THE TENDER DATA FOR THE SCOPE OF WORK)

PROJECT NAME	DESCRIPTION	VALUE	REFERENCE

SIGNATURE: .....……..…….. DATE: ….....
(of person authorised to sign on behalf of the Tenderer)

R: PROVISIONAL PROGRAMME

The Tenderer shall detail below or attach a preliminary programme reflecting the proposed sequence and tempo of execution of the various activities comprising the work for this tender.

The programme must indicate all key activities, time frames and must clearly demonstrate the Tenderer's understanding of the scope of works.

The competency and clarity of the programme will help to inform the Employer's assessment of the Tenderer's eligibility to execute the contract.

PROGRAMME

WEEKS / MONTHS

ACTIVITY

SIGNATURE: .....……..…….. DATE: …….....
(of person authorised to sign on behalf of the Tenderer)

BID NO:	NKO 21 / 2025	INITIALS	

S: SCHEDULE OF PLANT AND EQUIPMENT

It is important that the Tenderer be able to demonstrate that he/she has adequate plant and equipment to efficiently execute the proposed scope of works.

The Tenderer's response to this section will be used in assessing the eligibility of the tender offer.

(a) Details of important equipment that is owned by **and is immediately available for this contract.**

Quantity	Description	Size	Capacity

Attach additional pages if more space is required.

(b) Details of important equipment that will be hired, or acquired for this contract if my/our tender is acceptable.

Quantity	Description	Size	Capacity

Attach additional pages if more space is required.

SIGNATURE: .....…... DATE: ….....
(of person authorised to sign on behalf of the Tenderer)

T: CONTRACTOR/SERVICE PROVIDER'S HEALTH AND SAFETY DECLARATION

In terms of the Occupational Health and Safety Act No 85 of 1993 a Contractor may only be appointed to perform key services if the *Purchaser* is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the provisions of the Act.

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) herein after referred to as the "Act"

2. I hereby declare that my company has the competence and the necessary resources to safely carry out the services specified under this contract in compliance with 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	***Yes / No**
(b)	From my own resources still to be appointed or trained until competency is achieved	***Yes / No**
(c)	From outside sources by appointment of competent specialist subcontractors	***Yes / No**

(* = *delete whatever is not applicable*)

4. I confirm that copies of my company's approved Health and Safety Plan, will at all times be available for inspection by the *Purchaser*'s personnel, Nkomazi Local Municipality officials and inspectors of the Department of Labour.

5. 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 Act and that I will be liable for any penalties that may be applied for failure to comply with the provisions of the Act.

6. I agree that my failure to complete and execute this declaration to the satisfaction of the *Purchaser* will mean that I am unable to comply with the requirements of the Act and accept that my tender will be prejudiced and may as a result be rejected at the discretion of the *Purchaser*.

SIGNATURE: ..... DATE: .....…….....
(of person authorised to sign on behalf of the Tenderer)

U: CERTIFIED CIDB GRADING CERTIFICATE

CONTRACT

PART C1: AGREEMENTS AND CONTRACT DATA

PART C2: PRICING DATA

PART C3: SCOPE OF WORK

PART C4: SITE INFORMATION

BID NO:	**NKO 21 / 2025**	**INITIALS**	

PAVING OF INTERNAL STREETS IN STEENBOK -PHASE IN NKOMAZI LOCAL MUNICIPALITY

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PAVING OF INTERNAL STREETS IN STEENBOK -PHASE IN NKOMAZI LOCAL MUNICIPALITY

C1.1Form of Offer and Acceptance

Offer

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

BID NUMBER: NKO 21/2025

PAVING OF INTERNAL STREETS IN STEENBOK – PHASE 1 IN NKOMAZI LOCAL MUNICIPALITY

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

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

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

……

…….. Rand (in words);

R ……. (in figures)

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

Signature Block: Tenderer	
Signature	Date . . . . .
Name	
Capacity	
Name of organization.	
Address of organization	
. . . . .	
Signature of witness	Date . . . . .
Name of witness	

BID NO:	NKO 21 / 2025	INITIALS	

C1.1Form of Offer and Acceptance (Continued)

Acceptance

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

The terms of the Contract, are contained in:

Part C1: Agreements and Contract Data, (which includes this agreement).

Part C2: Pricing Data.

Part C3: Scope of Work.

Part C4: Site Information.

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 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) for delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of Contract identified in the Contract Data. Failure to 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 completedoriginal copy of this document, including the schedule of deviations (if any). Unless the tenderer (now Contractor**)** within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding Contract between the parties.

Signature Block: Employer	
Signature	Date . . . . .
Name	
Capacity	
for the Employer	
Signature of witness	Date . . . . .
Name of witness	

C1.1Form of Offer and Acceptance (continued)

Schedule of Deviations

Notes:

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

1 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

2 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

3 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

4 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

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

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

C1.1Form of Offer and Acceptance (continued)

For the Tenderer:

Signature(s) _____ _____

Name(s) _____ _____

Capacity _____ _____

_____

(Name and address of organization)

Name & signature of Witness _____ _____

For the Employer:

Signature(s) _____ _____

Name(s) _____ _____

Capacity _____ _____

_____

(Name and address of organization)

Name & signature of Witness _____ _____

BID NO:	NKO 21 / 2025	INITIALS	

Confirmation of Receipt

The tenderer, (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

the . . . . . (day)

of . . . . . (month)

20. . . . . (year)

at . . . . . (place)

For the Contractor:

. . . . . .
Signature

. . . . . .
Name

. . . . . .
Capacity

Signature and name of witness:

. . . . . .
Signature

. . . . . .
Name

BID NO:	NKO 21 / 2025	INITIALS	

PAVING OF INTERNAL STREETS IN EMJEJANI IN NKOMAZI LOCAL MUNICIPALITY

C1.2 Contract Data

Section 1.01 The General Conditions of Contract for Construction Works (2015) published by the South African Institution of Civil Engineering, is applicable to this Contract. Copies of these conditions of Contract may be obtained from the South African Institution of Civil Engineering (Tel: 011-805 5947).

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

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

BID NO:	NKO 21 / 2025	INITIALS	

PAVING OF INTERNAL STREETS IN STEENBOK -PHASE1 NKOMAZI LOCAL MUNICIPALITY

BID: NKO 21/2025

C1.2.1: CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

SPECIAL CONDITIONS OF CONTRACT

1. **GENERAL**

2. **APPENDIX A: TRANSFER OF RIGHTS**

C1.2.1 CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

This Contract will be based on the "General Conditions of Contract for Construction Works - Third Edition, 2015", issued by the South African Institution of Civil Engineering (Short title:**"GeneralConditions of Contract2015**") and can be obtained from:

SAICE
Waterfall Park
Howick Gardens
Vorna Valley Halfway House
Becker Street
MIDRAND
1685
Gauteng Province
Tel: (011) 805-5947/8
Fax: (011) 805-5971.

It is agreed that the only variations from the General Conditions of Contract 2015 are those set out hereafter under "Special Conditions of Contract".

SPECIAL CONDITIONS OF CONTRACT

1. GENERAL

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

The clauses of the Special Conditions hereafter are numbered "SCC" followed in each case by the number of the applicable clause or sub clause in the General Conditions of Conditions 2015, and the applicable heading, or (where a new special condition that has no relation to the existing clauses is introduced) by a number that follows after the last clause number in the General Conditions, and an appropriate heading.

Clause no.	Description
SCC 6.11	Replace the Heading with "**VARIATIONS EXCEEDING 20 PERCENT**"
SCC 6.11.1.3	Replace the wording: "*greater than 15 percent"* with *"greater than 20 percent".*

APPENDIX A: TRANSFER OF RIGHTS

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

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

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

……

I, the undersigned (name of signatory) ……..……...… in my capacity as

…….. of (name of Contractor) ……

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

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

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

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

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

Description of Item	Unit	Quantity	Rate	Amount	Supplier
Total Value of Materials and goods					

Signed by: ……Date: ……..……..……
for and on behalf of the Contractor.

Witnessed by: ……. Date: ……

NOTE: This form, together with the documentary proof of ownership or proof of payment by the Contractor to the supplier, shall accompany the Contractor's claim for payment for materials on site in terms of Clause 6.10.1.5 of the General Conditions of Contract 2010.

C1.2.2 PART A: CONTRACT DATA PROVIDED BY THE EMPLOYER

The following Contract specific data are applicable to this Contract.

REFERENCE CONTRACT SPECIFIC DATA BY THE EMPLOYER

Clause

1.1.1.13 The Defects Liability Period is **12 months***(measured from the date of the Certificate of Completion).*

1.1.1.14 The time for achieving Practical Completion will be **08 months** *(measured from the Commencement Date).*

1.1.1.15 The name of the Employer is: **Nkomazi Local Municipality**

1.1.1.16 The Engineer is:**Vuxaka Consulting Engineers** represented by a Director duly authorized thereto in writing.

1.1.1.26 The Pricing Strategy is: Re-measurement Contract

1.2.1.2 The Employer's address for receipt of communications is:

Physical address:
Telephone: 013 790 0245
Facsimile: 013 790 0886
Address (physical): 9 Park Street, Malelane, 1320
Address (postal): Private Bag X101, Malelane, 1320

1.2.1.2 The Engineer's address for receipt of communications is:

Address:
11 Ferreira Street
Collfin House
Nelspruit 1200

Telephone: 013 591 7122

5.3.1 The documentation required before commencement with Works execution are:

Health and Safety Plan (Refer to Clause 4.3)
Initial programme (Refer to Clause 5.6)
Security (Refer to Clause 6.2)
Insurance (Refer to Clause 8.6)

3.1.3 The Engineer is required to obtain the specific approval of the Employer before executing any of the following: The Engineer requires the Clients approval in order to authorize any expenditure in excess of the tender sum excluding contingencies as per Clause 6.4.

5.3.2 The time to submit the documentation required before commencement with Works execution is fourteen (14) days after appointment.

5.4.2 The access and possession of site shall not be exclusive to the Contractor but as set out in the Site Information.

5.8.1 The non-working days are Sundays.
The special non-working days are:

1 Public holidays and voting days if published prior to the tender closing date.
2 The year end break commencing and ending on dates as specified by SAFCEC.

5.13.1 The penalty for failing to complete the Works within the abovementioned time limit, plus approved extensions of time or condonation thereof is 0.1% of the Contract Sum per calendar day.

5.14.1: Practical Completion will be considered when:
- The pipelines are successfully pressure tested and all earthworks are complete.

5.16.3 The latent defect period is ten (10) years for civil engineering works

6.5.1.2.3 The percentage allowance to cover overhead charges is 10%.

6.8.2 Contract Price Adjustment: The Contract shall be subject to Contract Price Adjustment.

The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule included in the General Conditions of Contract.

The value of "x" is 0.15

The values of the coefficients are:

a = 0.2 Labour
b = 0.35 Contractor's equipment
c = 0.35 Material
d = 0.1 Fuel

Clause:

The Province wherein the larger part of the site is located is: Mpumalanga.

The applicable industry for the Producer Price Index for material is Diesel

The area for the Producer Price Index for fuel is: **Belfast, Mpumalanga.** (or closest listed location)

The base month is: the month prior to the closing of the tender.

6.8.3 Price adjustments for variations in the cost of special materials are allowed.

6.10.1.5 The percentage advance on materials not yet built into the Permanent Work is 80%.

6.10.3 The limit of retention money is 10% of the Contract Sum.

8.2.2 The safekeeping of all material paid as material on site not yet built into the works remains the responsibility of the contractor, although ownership rest with the client as per clause 6.10.1.5.

8.6.1.1.2 The value of Plant and materials supplied by the Employer to be included in the insurance sum is R Nil.

8.6.1.1.3 The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R 5,000,000.

8.6.1.3 The limit of indemnity for liability insurance is R 10 000 000 for any single claim, the number of claims to be unlimited during construction and Defects Liability Period.

8.6.1.5 No additional insurance is required

10.5.2 Dispute resolution is to be by means of ad-hoc adjudication

10.5.3 The number of Adjudication Board Members to be appointed is three.

10.7.1 Disputes to be referred for final settlement to arbitration

PART B: DATA PROVIDED BY THE CONTRACTOR

Clause

1.1.1.9 Name of Contractor: ……..

1.2.1.2 The Contractor's address for receipt of communications is:

Physical address: Postal address:

……. .....

……. .....

……. .....

……. .....

Telephone: .....

Fax: .....

E-mail: ……..……

13.2.1 The security to be provided by the Contractor shall be:

Performance guarantee of 10% of the Contract Sum plus retention of 10% of the value of the Works

C1.3 Form of Guarantee - Pro Forma

Appendix C:

General Conditions of Contract for Construction Works, Third Edition (2015)

PRO FORMA

PERFORMANCE GUARANTEE

For use with the General Conditions of Contract for Construction Works, Third Edition (2015).

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: ……

Type of Performance Guarantee: ……. *(Insert Variable or Fixed)*

"Expiry Date" means: ……*(Give date)* or any other later date set by the Contractor and/or Employer provided such instruction is received prior to the Expiry Date as indicated here.

CONTRACT DETAILS

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

1. VARIABLEPERFORMANCE GUARANTEE

1.1 Where a Variable Performance Guarantee has been selected, the Guarantor's liability shall be limited during the following periods to diminishing amounts of the Guaranteed Sum as follows:

1.1.1 From and including the date of signing the Performance Guarantee up to and including the date of the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum:

R……..

(Amount in words ……..……..)

1.1.2 From the day following the date of the said interim payment certificate 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, whichever occurs first:

R……

(Amount in words ……)

1.2 The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum, has been issued and the date on which the Certificate of Completion of the Works has been issued.

2. FIXED PERFORMANCE GUARANTEE

2.1 Where a Fixed Performance Guarantee has been selected, the Guarantor's liability shall be limited to the amount of the Guaranteed Sum.

2.2 The Guarantor's period of liability shall be from and including the date on which the Performance Guarantee is signed, 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.

2.3 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. CONDITIONS APPLICABLE TO VARIABLE AND FIXED PERFORMANCE GUARANTEES

3.1 The Guarantor hereby acknowledges that:

3.1.1 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.

3.1.2 Its obligation under this Performance Guarantee is restricted to the payment of money.

3.2 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 3.2.1 to 3.2.3:

3.2.1 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 3.2.2;

3.2.2 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 3.2.1 and the sum certified has still not been paid;

3.2.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 3.2.

3.3 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, 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:

3.3.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 3.3; or

3.3.2 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 3.3; and

3.3.3 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.

3.4 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 3.2 and 3.3 shall not exceed the Guarantor's maximum liability in terms of 1.1 or 2.1.

3.5 Where the Guarantor has made payment in terms of 3.3, 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.

3.6 Payment by the Guarantor in terms of 3.2 or 3.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.

3.7 Payment by the Guarantor in terms of 3.3 will only be made against the return of the original Performance Guarantee by the Employer.

3.8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may consider 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.

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

3.10 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 1.1.2 or 2.2, 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.

3.11 This Performance Guarantee, with the required demand notices in terms of 3.2 or 3.3, shall be regarded as a liquid document for the purposes of obtaining a court order.

3.12 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrates' 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 at …….

Date ……..

Guarantor's signatory (1) …….

Capacity……

Guarantor's signatory (2) ……..

Capacity ……..

Witness signatory (1) ……

Witness signatory (2) ……

C1.4: Agreement with Adjudicator:

This agreement is made on the.....day of ..... 20.....between: the Employer

(name of company / organisation).....

of (*address)*.....

.....and the Contractor

(name of company / organisation) .....

of *(address)*.....

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

and

(name).....

of *(address)* .....

..... (hereinafter called **theAdjudicator**)

Disputes or differences may arise/have arisen* between the Parties under a Contract dated.....

and known as ..... (Insert Contract number)

(Contract title).....

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

IT IS NOW AGREED as follows:

1. The rights and obligations of the Adjudicator and the Parties shall be as set out in the Procedure.

2. The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the Procedure.

3. The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses in accordance with the Procedure as set out in the Contract Data.

4. The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.

5. The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

SIGNED by:

(*Signature*)*:*.....	(*Signature*)*:*.....	(*Signature*)*:*.....
Name:	**Name**:	**Name**: .....
who warrants that he/ she is duly authorised to sign for and on behalf of the **FirstParty** in the presence of	who warrants that he/ she is duly authorised to sign for and on behalf of the S**econd Party** in the presence of	the **Adjudicator** in the presence of

Witness:	**Witness:**	**Witness:**
(*Signature*).....	(*Signature*).....	(*Signature*).....
Name:	**Name**:	**Name**: .....
Address:	Address:	Address: ....
Date:	Date:	Date: ....

C1.5: Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993

THIS AGREEMENT is made between **the Nkomazi Local Municipality**

(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:

1. The Municipality and the mandatory entered into a written, alternatively oral agreement on the……...Day of ……20…….. in terms of which the Mandatory undertook to carry out the following work for the Municipality, viz. (give a short description of the type of contract work to be done as well as the address where work will be done)

_____

_____

_____

*(The said contract work is hereinafter referred to as the **Work**)*

2. The Occupational Health and Safety Act, Act 85 of 1993 as amended (hereinafter referred to as **the Act**) contains amongst others certain provisions with regard to the health and safety of people at work and in connection with the usage of plant and machinery, as well as the protection of other persons than persons at work against hazards to health and safety that originates from or in connection with the activities of persons at work.

3. Section 37(2) of the Act makes provision for the exclusion by the parties, by way of a written agreement, of supposition and accompanying liability of the Municipality as stipulated in section 37(1) of the Act.

4. The parties have reached consensus with regard to the terms and conditions to which they agree in terms of the provisions of section 37(2) of the Act.

THE PARTIES AGREE AS FOLLOWS

1. WRITTEN AGREEMENT

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

2. ACKNOWLEDGEMENT BY THE MANDATORY

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

3. UNDERTAKING BY MANDATORY

(a) The Mandatory hereby undertakes and binds himself to the Municipality to ensure prompt and strict compliance with the provisions of the Act and the said regulations as well as with the provisions included in this Safety Agreement at all times during the execution of the Works

(b) It is hereby recorded that the provisions of this Safety Agreement as set out hereinafter are in no way intended to restrict the duties of the Mandatory, nor to exempt the Mandatory from his obligation in accordance with the Act and the said regulations

4. PERSONAL PROTECTIVE EQUIPMENT

(a) It is compulsory to wear equipment for eye protection when working in an eye protection zone or where the Work requires eye protection.

(b) It is compulsory to wear safety helmets when working in a safety helmet zone or where the Work requires safety helmets.

(c) It is compulsory to wear hearing protection when working in a noise zone or where the Work requires hearing protection.

(d) The wearing of other protective clothing and equipment as prescribed by the Occupational Health and Safety Officer of Nkomazi Municipality is compulsory.

(e) The Mandatory shall ensure that the statutory requirements are complied with at all times.

5. FENCING AND GENERAL MACHINERY PROTECTION

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

6. SCAFFOLDING, LADDERS, TOOLS, ET CETERA

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

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

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

7. SERVICES AND WORKING METHODS

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

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

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

8. EXCAVATIONS

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

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

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

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

9. RESTRICTION TO WORKPLACE

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

10. SUBCONTRACTORS

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

11. OCCUPATIONAL HEALTH AND SAFETY OFFICER AND THE REPORTING OF ALL ACCIDENTS

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

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

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

The Occupational Health and Safety Officer will issue work stop notices to the Mandatory or sub-contractor whenever

he is of the opinion that the health and safety of any person at work is threatened or that the contravention notices are not adhered to.

12. FIRST AID

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

(a) Every first-aid box shall contain the minimum contents as prescribed by the Occupational Health and Safety Act.

(b) Nothing except articles and equipment required for first-aid purposes may be kept in the first-aid box.

(c) Each first-aid box shall be kept in a place readily accessible in case of an accident.

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

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

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

13. FIRE PREVENTION MEASURES AND STORAGE OF FLAMMABLE MATERIAL

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

14. COMPLETION OF WORK

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

15. SALVAGED MATERIAL AND EQUIPMENT

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

16. BREAKING OF THESE RULES AND POOR CONDUCT

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

The senior employees of the Mandatory shall sign a note of acknowledgement of this safety agreement to certify that

they have received the regulations as included herein and that they understand the regulations

17. INTOXICATION

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

18. CONFIDENTIALLY

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

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

19. INDEMNIFICATION BY THE MANDATORY

The following conditions will be applicable to the Mandatory:

(a) The Mandatory is liable and herewith indemnifies the Municipality irrevocably and in full against any claim for loss or damage to property or arising from death or injury of any person and any associated loss or damage suffered, and against all lawsuits, claims, demands, costs, expenses, and charges that may arise when the said occurrences are caused on purpose or through the negligence, violation of legal obligations or failure by the Mandatory or its employees.

(b) Whenever any of the employees of the Municipality is busy with work to, or with the supply of material that will be used during the execution of the work by the Mandatory, or otherwise busy with work under the instruction and supervision of the Mandatory, in as far as they may be negligent or fail to do their duty, they will be regarded as employees of the mandatory

(c) All installations, equipment, hoisting-apparatus and other implements, scaffolding, ladders, material, et cetera that are borrowed from the Municipality by the Mandatory for usage during the execution of the work, will be used entirely at the risk of the Mandatory or employees of the Mandatory and the Mandatory herewith indemnifies the Municipality irrevocably and in full against any liability that may arise from such usage.

20. AMENDMENTS MUST BE IN WRITING

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

21. JURISDICTION AND LEGAL COSTS

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

PARTICULARS OF THE MANDATORY

Name (Mandatory) _____

C.E.O. (Section 16(1)) _____

ID NO _____

Designation _____

Name of Business _____

Address of Business _____

_____

_____

_____

Tel number (h) _____ (w) _____ e-mail _____

Number of employees employed _____

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

_____

Date allocated _____

Thus done and signed on this _____ day of _____ 20 _____

As witnesses:

_____ (Signature) _____ (Name in print)

_____ (Signature) _____ (Name in print)

_____(Signature) _____ (Name in print)

THE MANDATORY

Thus done and signed on this day of 20

As witnesses

_____ (Signature) _____ (Name in print)

_____ (Signature) _____ (Name in print)

_____ (Signature)_____ (Name in print)

THE MUNICIPALITY

Acknowledgement of receipt of the agreement:

_____

THE MANDATORY

PAVING OF INTERNAL STREETS IN STEENBOK –PHASE 1 IN NKOMAZI LOCAL MUNICIPALITY

BID: NKO 21/2025

C2 PRICING DATA

C2.1 Pricing Instructions

1. Measurement and payment shall be in accordance with the relevant provisions of the SANS1200 Specification as amended in the Scope of Works subject to the variations and amendments contained in the Section C3.5 Project Specifications.

   Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the Standardised Specifications. Clause 8 of each Standardised Specification, read together with the relevant clauses of Part C3: Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified.

   Should any requirements of the measurement and payment clause of the applicable Standardised Specification, or the Scope of Work, conflict with the terms of the Bill of Quantities, the Employer's Agent shall direct the applicable requirements.

   The clauses in a specification in which further information regarding the listed items in the Bill of Quantities can be obtained appear under "Payment Reference" column.

   The reference clauses indicated are not necessarily the only sources of information in respect of billed items. Further information and set specifications may be found in Section C3.5 Project Specifications. Standardised Specifications are identified by the letter or letters which follow "SANS" in the SANS 1200 series of specifications, e.g. G for SABS 1200 G.

   Unless otherwise stated, items are measured net in accordance with the drawings and no allowance is made for waste. The quantities set out in the Bill of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due only.

   The prices and rates to be inserted in the Bill of Quantities are to be the full inclusive prices for the work described under the various items. The prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. The prices will be used as a basis for assessment of payment for additional work that may have to be carried out.

   It will be assumed that prices included in these Bill of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org or www.iso.org for information on standards).

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

   A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill of Quantities and recorded as zero. A single lump sum will apply should a number of items be grouped together for pricing purposes.

   Except where rates only are required, the Tenderer shall insert all amounts to be included in his total tendered price in the "Amount" column and show the corresponding total tendered price.

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

Ha	=	hectare
h	=	hour
kℓ	=	kilolitre
kg	=	kilogram
km	=	kilometre
kW	=	kilowatt
km-pass		=kilometre pass
MN	=	Mega Newton
kPa	=	kilopascal
MN.m	=	Mega Newton- metre
ℓ	=	litre
%	=	percentage
m	=	metre
PC Sum		Prime Cost Sum
mm	=	millimetre
P Sum		Provisional Sum
PS/m	=	Provisional Sum per month
PS/d	=	Provisional Sum per day
Sum/wd		Sum per working day
m^2	=	square metre
No.	=	number
m^2.pass		=square metre-pass
R/Only		=Rate Only
m^3	=	cubic metre
Sum	=	lump sum
m^3.km	=	cubic metre-kilometre
t	=	ton (1 000 kg)
MPa	=	Mega Pascal
W/day	=	Work day
%	=	percentage
mth	=	month

NOTE: The schedule of quantities shall be completed in **BLACK INK**.

3. For the purpose of these Bills of Quantities, the following words shall have the meanings hereby assigned to them:

Unit:	The unit of measurement for each item of work as defined in the SANS 1200 Standard Specification.
Quantity:	The number of units of work for each item.
Rate:	The agreed payment per unit of measurement.
Amount:	The product of the quantity and the agreed rate for an item.
Lump sum:	An agreed amount for an item, the extent of which is described in the Bills of Quantities but the quantity of work of which is not measured in any units.

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

BID NO:	NKO 21 / 2025	INITIALS	

PAVING OF INTERNAL STREETS IN STEENBOK –PHASE 1 IN NKOMAZI LOCAL MUNICIPALITY

BID: NKO: 21/2025

C2.2 Bill of Quantities

SECTION 1200

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	GENERAL REQUIREMENTS AND PROVISIONS				
D0701/ B12.01	**Training:**				
	(a) Technical skills	Prov Sum	1	150 000,00	150 000,00
	(b) Generic and Management Skills	Prov Sum	1	150 000,00	150 000,00
	(c) Training venue	Prov Sum	1	10 000,00	10 000,00
	(d) Remuneration of workers undergoing technical skills training	Prov Sum	1	50 000,00	50 000,00
	(e) Contractor's handling costs, profit and all other charges in respect of Subitems B12.01(a) and (b):				
	(i) Technical skills	%			
	(ii) Generic and Management skills	%			
	(f) Training allowance paid to targeted labour i.r.o. formal training (equal to pay for 1 day or task).	person days	50		
	(g) Extra over (f) for the administration of payment of training allowances to targeted labour.	person days	50		
	(h) Allow remuneration for Student Training	month	8		
B12.02	**Remuneration of members the Project Liaison committee and remuneration of project liaison officer**				
	(a) Project Liaison Committee	Prov Sum	1	60 000,00	60 000,00
	(b) Contractor's handling costs, profit and all other charges in respects of Subitems B12.02(a) and (b):				
	(i) Project Liaison Committee	%			
	(c) Project Liaison Officer	month	8		
CARRIED FORWARD					

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
BROUGHT FORWARD					
	(d) Contractor's handling costs, profit and all other charges in respects of Subitems B12.02(c) and (d):				
	(i) Project Liaison Committee	%			
B12.03	**Protecting removal,re-alignment and replacement of services**				
	(a) Relocation and protection of services	Prov Sum	1	300 000,00	300 000,00
	(b) Handling costs and profit in respect of item B12.03(a)	%			
1200					
	TOTAL CARRIED TO SUMMARY				

SECTION 1300

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS				
B13.01	**The Contractor's general obligations:**				
	(a) Fixed obligations	Lump Sum	1		
	(b) Value-related obligations	Lump Sum	1		
	(c) Time-related obligations	month	8		
E23/B13.06	**Occupational Health and Safety Requirements**				
	(a) Contractor's initial obligations in respect of the of the OH&S Act and Construction Regulations	Lump Sum	1		
	(b) Contractor's time related obligations in respect OH&S Act and Construction Regulations	month	8		
	c) Submission of the Health and Safety File	Lump Sum	1		
B13,07	Supply, transport to site and erect contract signboard	No	2		
1300	**TOTAL CARRIED TO SUMMARY**				

BID NO:	NKO 21 / 2025	INITIALS	

SECTION 1400

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL				
B14.01	**Office and laboratory accommodation:**				
	(a) Offices (interior floor space only)	m²	20		
	(e) Ablution units	m²	10		
	(f) Stores	m²	10		
14.02	**Office and laboratory furniture:**				
	(a) Chairs	number	8		
	(d) Desks, complete with drawers and locks	number	1		
	(f) Conference tables	number	1		
B14.03	**Office and laboratory fittings, installations and equipment:**				
	(a) Items measured by number:				
	(i) 220/250 volt power points	number	2		
	(iii) Double 80 watt fluorescent-light fittings complete with ballast and tubes	number	3		
	(vi) Wash-hand basins complete with taps and drains	number	1		
	(viii) Extractor fans installed complete with own power connection	number	2		
	(x) Fire extinguishers, 9,0 kg all purpose dry powder type, complete, mounted on wall with brackets	number	2		
1400	**Carried forward**				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	Brought forward				
14.03	(xi) Air-conditioning units with 2,2 kW minimum capacity, mounted and with own power connection	number	1		
	(xiv) General-purpose steel cupboards with shelves	number	1		
	(xvi) Refrigerators	number	1		
	(xvii) Bookcases	number	1		
	(xix) Rain gauge	number	1		
	(b) Prime-cost items and items paid for in a lump sum:				
	(i) The provision of telephone service, with ADSL/ unlimited 3G wifi including the cost of calls in connection with contract administration and telephone rental	PC Sum	1	30 000,00	30 000,00
	(ii) Handling costs and profit in respect of subsubitem B14.03(b)(i) above	%			
	Items measured by area:				
	(vii) Venetian blinds	m²	5		
	(viii) Notice boards as specified	m²	5		
	(ix) Whiteboards	m²	5		
1400	**Carried forward**				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	Brought forward				
14.04	**Car-ports**	number	4		
14.07	**Rented, hotel and other accommodation:**				
	(a) Provisional Sum for providing rented housing, hotel or other accommodation as described in Subsubclause 1403(c)(ii)	Prov Sum	1	50 000,00	50 000,00
	(b) Handling costs and profit in respect of subitem 14.07(a)	%			
14.08	**Services:**				
	(a) Services at offices and laboratories:				
	(i) Fixed costs	Lump Sum	1		
	(ii) Running costs	month	8		
14.10	**Provision of photostat facilities**	month	8		
B14.11	**Provision of computers and printers with A3 paper scanner**				
	(a) Computer	number	4		
	(b) Printer	number	1		
1400	**TOTAL CARRIED TO SUMMARY**				

SECTION 1500

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	ACCOMMODATION OF TRAFFIC				
15.01	**Accommodating traffic and maintaining temporary deviations**	km	5,6		
15,03	**Temporary traffic-control facilities:**				
	(a)Flagmen	man-day	400		
	(b)Portable STOP and GO-RY signs	No.	2		
	(e)Road signs, R- and TR-series	No.	6		
	(f)Road signs, TW-series	No.	10		
	(g)Road signs, STW-, DTG-, TGS- and TG-series (excluding delineators and barricades)	m²	30		Rate Only
	(h)Delineators (DTG50J)				
	(i)Single	No.	200		
	(ii)Mounted back to back	No.	50		
	(i)Movable barricade/road sign combination	No.	2		
	(m)Two-way communication devices	No.	2		
	(p)Other traffic control measures ordered by the Engineer:				
	(i)Provision of other traffic control measures	Prov sum	1	15 000,00	15 000,00
	(ii)Handling cost and profit in respect of sub item B1503(p)(i)	%	15 000,00		
15,09	Maintenance of the bituminous surfacing and pavement of temprary deviations with bituminous surfacing and existing roads with bituminous surfacing used as deviations	PC Sum	1,00	20 000,00	20 000,00
B15.14	The provision and maintenance of traffic safety equipment (a)Safety vests	No	4		
1500	**TOTAL CARRIED TO SUMMARY**				

SECTION 1700

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	CLEARING AND GRUBBING				
17,01	**Clearing and grubbing**	ha	2,2		
17,02	**Removal and grubbing of large trees and tree stumps:**				
	(a) Girth exceeding 1m up to and including 2m	No.	6		
17,03	**Reclearing of surfaces (on the written instructions of the Engineer only)**	ha	0,5		Rate Only
1700	**TOTAL CARRIED TO SUMMARY**				

SECTION 1800

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1800	**DAYWORKS**				
B18.01	Personnel during normal working hours				
	(a) unskilled labour	h	1		Rate Only
	(b) Semi-skilled labour	h	1		Rate Only
	(c) Skilled labour	h	1		Rate Only
	(d) Foreman	h	1		Rate Only
	(e) Surveyor	h	1		Rate Only
B18.02	Personnel outside normal working hours (a)Outside normal working hours and Saturdays				
	(i) Unskilled labour	h	1		Rate Only
	(ii) Semi-skilled labour	h	1		Rate Only
	(iii) Skilled labour	h	1		Rate Only
	(iv) Ganger	h	1		Rate Only
	(b)Sundays and Public holidays				
	(i) Unskilled labour	h	1		Rate Only
	(ii)Semi-skilled labour	h	1		Rate Only
	(iii) Skilled labour	h	1		Rate Only
	(iv) Ganger	h	1		Rate Only
	(v) Flagmen	h	1		Rate Only
B18.03	Plant				
	(a) Cat D7H dozer or equivalent	h	1		Rate Only
	(b) Cat 350 Excavator or equivalent	h	1		Rate Only
	(c) Cat 428 TLB or equivalent	h	1		Rate Only
	(d) Cat 140G Grader or equivalent	h	1		Rate Only
	(e) Cat 930 Loader or equivalent	h	1		Rate Only
	(f) 15 Ton Grid roller and tractor	h	1		Rate Only
	(g) 22 Ton Pneumatic roller	h	1		Rate Only
	(h) Bomag 90 Pedestrian roller or equivalent	h	1		Rate Only
	(i) Watercart 10 000l	h	1		Rate Only
	(j) Road sweeper	h	1		Rate Only
	(k) 10 m3 Tippers	h	1		Rate Only
B18.05	Transport				
	(a) LDV	km	1		Rate Only
	(b) Flatbed truck	km	1		Rate Only
1800	**TOTAL CARRIED TO SUMMARY**				

SECTION 2100

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	DRAINS				
21,01	**Excavation for open drains:**				
	(a) Excavating soft material situated within the following depth ranges below the surface level:				
	(i) 0 m up to 1,5 m	m^3	600		
2100	**TOTAL CARRIED TO SUMMARY**				

SECTION 2200

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	PREFABRICATED CULVERTS				
22.10	**Steel reinforcement:**				
	(a) Welded steel fabric (193)	kg	3200		
B22.12	Removing existiing concrete				
	(a) Plain concrete	m³	5		
2200	**TOTAL CARRIED TO SUMMARY**				

SECTION 2300

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS				
23,01	**Concrete kerbing:**				
	(a) Precast kerbing to SABS 927:				
	(i)Fig 8B mountable kerb as per drawing				
	(1) Radius 1m to 4m	m	50		
	(2) Radius 4,01 to 20 m	m	50		
	(3) Straight and to radius not less than 20m	m	10 500		
	(b) Precast kerbing to SABS 927:				
	(i) Fig 4 kerb as per drawing				
	(1) Radius 1m to 4m	m	100		
23,07	**Trimming of excavations for concrete-lined open drains:**				
	(a)In soft material	m²	3 800		
	(b)In hard material	m²	150		
23.08	**Concrete lining for open drains:**				
	(a) Cast in situ class 25/20 concrete lining in V drains as per drawing	m³	500		
	(b) Class U2 finish to cast in-situ concrete	m²	3 400		
23.09	**Formwork to cast insitu concrete lining for open drains (Class F2 finish)**				
	(a) To sides with formwork on the internal face only	m²	280		
	(c) To ends of slabs	m²	170		
23.10	**Sealed joints in concrete lining for open drains:**				
	(a) Polysulphide sealants	m	373		
23,11	Concrete screed or backfill below chutes	m³	10		
	Class 25/20 oncrete for drifts				
B23.18	**Pedstrian ramps at intersections as per drawing**	No	4		
B23.19	**Speed humps (6.2 m wide) as per drawing**	No	8		
2300	**TOTAL CARRIED TO SUMMARY**				

SECTION 3300

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	MASS EARTHWORKS				
33.01	**Cut and borrow to fill, including all haul:**				
	(a) Gravel material in compacted thickness of 150 mm				
	(ii) Compacted to 90% of maxumum dry density	m³	11 000		
33.03	**Extra over item 33.01 for excavating and breaking down material in:**				
	(a) Intermediate excavation	m³	3 500		
	(b) Hard excavation	m³	2 500		
33.04	**Cut to spoil, including all haul Material obtained from:**				
	(a) Soft excavation	m³	1 500		
33.10	**Roadbed preparation and the compaction material (150 mm thick):**				
	(a) Compaction to 90% of maximum dry density (G7) density	m³	3 460		
3300	**TOTAL CARRIED TO SUMMARY**				

SECTION 3400

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	PAVEMENT LAYERS OF GRAVEL MATERIAL				
B34.01	**Pavement layers constructed from gravel obtained from commercial sources**				
	(a) G7 natural gravel selected layer:				
	(i) 93% modified AASHTO density 150mm thick	m^3	100		
	(d) G6 gravel material for subbase layer:				
	(i) 95% modified AASHTO density, C3 chemically 150 mm thick	m^3	5300		
3400	**TOTAL CARRIED TO SUMMARY**				

SECTION 3500

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	STABILIZATION				
35,01	**Chemical stabilization (150mm thick) extra over unstabilized compacted layers (subbase)**	m³	5 000		
35,02	**Chemical stabilizing agent:**				
	(a)CEM II 32,5N	t	100		
3500	**TOTAL CARRIED TO SUMMARY**				

BID NO:	NKO 21 / 2025	INITIALS	

SECTION 3800

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	BREAKING UP EXISTING PAVEMENT LAYERS				
38.10	**Preparing stockpile areas**	m²	600,00		
38.11	**Extra over item 38,10 for watering and compacting stockpile sites**	m³	30,00		
3800	**TOTAL CARRIED TO SUMMARY**				

SECTION 5100

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
5100	**PITCHING, STONEWORK AND PROTECTION AGAINST EROSION**				
51,01	**Stone pitching:**				
	(b) **Grouted stone pitching**	m²	100,00		
51,04	**Concrete pitching and and block paving**				
	(b) Segmental block paving				
	(i) 80 mm (S-A)	m²	18600,00		
51.05	**Concrete edge beams - 300x300 25/20 concrete as per drawing**	m³	100,00		
51.06	**Provision of an approved herbicide and ant poisoning**				
	(a) Provision of materials	PC Sum	1	15 000,00	15 000,00
	(b) Contrator's charges and and profit added to the prime cost sum	%			
5100	**TOTAL CARRIED TO SUMMARY**				

SECTION 5600

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	ROAD SIGNS				
56.01	**Road sign boards with painted or coloured semi-matt background. Symbols, lettering and borders in semi-matt black or Class I retro-reflective material, where the sign board is constructed from:**				
	(a) Prepainted galvanized steel plate(chromadek or approved equivalent):				
	(i) Area not exceeding 2 m²	m²	20		
56,03	**Road sign supports (Overhead road sign structures excluded):**				
	(a) Steel tubing (150mm dia x 3.0 thickness)	t	0,10		
	(b) Timber (110mm, creosorted pole)	m	20		
56.05	**Excavation and backfilling for road sign supports (not applicable to kilometre posts)**	m³	5		
56,06	**Extra over item 56.05 for cement-treated soil backfill**	m³	10		
56,07	**Extra over item 56.05 for rock excavation**	m³	2		
5600	**TOTAL CARRIED TO SUMMARY**				

SECTION 5700

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	ROAD MARKINGS				
57,02	**Retro-reflective roadmarking paint**				
	(a) White lines (broken or unbroken)				
	(i) 100 mm wide	km	3,00		
	(ii) 200 mm wide	km	0,10		
	(d) White lettering and symbols	m²	100,00		
	(f) Transverse lines, painted island and arrestor bed markings (any colour)	m²	100,00		
	(g) Kerb markings (any colour)	m²	10,00		
57,04	**Variations in rate of application**				
	(a) White paint	litre	500,00		Rate only
57,06	**Setting out and premarking the lines (excluding traffic island markings, lettering and symbols)**	km	3,00		
5700	**TOTAL CARRIED TO SUMMARY**				

SECTION 8100

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
8100	**TESTING MATERIALS AND WORKMANSHIP**				
81,02	**Other special tests requested by the Engineer:**				
	(a) Cost of testing	PC Sum	1	500 000	R 500 000,00
	(b) Charge on Prime Cost Sum	%			
8100	**TOTAL CARRIED FORWARD TO SUMMARY**				

BID NO:	NKO 21 / 2025	INITIALS	

PAVING OF INTERNAL STREETS IN STEENBOK –NPHASE 1 IN NKOMAZI LOCAL MUNICIPALITY
BID NUMBER: NKO 21/2025

SUMMARY OF PRICE SCHEDULE

DESCRIPTION	AMOUNT
1200: GENERAL REQUIREMENTS AND PROVISIONS	
1300: CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS	
1400: HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL	
1500: ACCOMMODATION OF TRAFFIC	
1700: CLEARING AND GRUBBING	
1800: DAYWORKS	
2100: DRAINS	
2200: PREFABRICATED CULVERTS	
2300: CONCRETE KERBING, CONCRETE	
3300: MASS EARTHWORKS	
3400: PAVEMENT LAYERS OF GRAVEL MATERIAL	
3500: STABILIZATIONS	
3800: BREAKING UP EXISTING PAVEMENT LAYERS	
5100: STONE PITCHING	
5600: ROAD SIGNS	
5700: ROAD MARKINGS	
8100: TESTING MATERIALS AND WORKMANSHIP	
TOTAL OF SCHEDULE OF QUANTITIES (SUB TOTAL A)	
CONTINGENCIES	
The Sum provided here is under the sole control of the Engineer and may be deducted in whole or in part. The tenderer shall add the total of schedule of quantities for contingencies. (Sub Total "A" x 10%)	
SUB TOTAL B	
ESCALATIONS (5%)	
TOTAL AMOUNT FOR CONSTRUCTION	
VALUE ADDED TAX (VAT)	
The Tenderer shall add 15% of the subtotal for VAT. *(Sub Total "B" x 15%)*	

TOTAL AMOUNT FOR CONSTRUCTION	

SIGNATURE: .....

NAME AND SURNAME: .....

CAPACITY: .....

PAVING OF INTERNAL STREETS IN STEENBOK- PHASE 1 IN NKOMAZI LOCAL

BID NUMBER: NKO:21/2025

C3: SCOPE OF WORK

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C3.1 STANDARD SPECIFICATIONS

C3.2 PROJECT SPECIFICATIONS

PART A: GENERAL

PS-1 Project Description
PS-2 Description of the Site and Access
PS-3 Details of the Works
PS-4 Construction Management Requirements
PS5 Extension of Time for Completion

PART B: AMENDMENTS TO THE STANDARD SPECIFICATIONS

B1 Project Specifications Relating to the Standard Specifications and Other Additional Specifications:
PSA SABS 1200 A: GENERAL
PSC SABS 1200 C: SITE CLEARING
PSD SABS 1200 D: EARTHWORKS
PSDB SABS 1200 DB: EARTHWORKS (PIPE TRENCHES)
PSG SABS 1200 G: CONCRETE (STRUCTURAL)
PSHA SABS 1200 HA: STRUCTURAL STEELWORK (SUNDRY ITEMS)
PSL SABS 1200 L: MEDIUM PRESSURE PIPELINES
PSLB SABS 1200 LB: BEDDING (PIPES)

C3.3 PARTICULAR SPECIFICATIONS

SECTION PB .. BUILDING WORKS

SECTION PC ... FENCING

SECTION EMP ENVIRONMENTAL MANAGEMENT SPECIFICATION

SECTION OHS OHSA 1993 SAFETY SPECIFICATION

PAVING OF INTERNAL STREETS IN STEENBOK- PHASE 1 IN NKOMAZI LOCAL

BID NUMBER: NKO:21/2025

C3.1 STANDARD SPECIFICATIONS

The standard specifications on which this contract is based are the **SANS 1200**

SABS 1200 A 1986	:	General
SABS 1200 AB 1986	:	Engineer's Office
SABS 1200 C 1980 (AMENDED 1982)	:	SITE CLEARANCE
SABS 1200 D 1988 (Amended 1990)	:	Earthworks
SABS 1200 DB 1989	:	Earthworks – Pipe Trenches
SABS 1200 DK 1996	:	Gabions and Pitching
SABS 1200 DM 1981	:	Earthworks (Water, Subgrade)
SABS 1200 G 1982	:	Concrete (Structural)
SABS 1200 HA 1990	:	Structural Steelwork (Sundry Items)
SABS 1200 L 1983	:	Medium-pressure Pipelines
SABS 1200 LB 1983	:	Bedding (Pipes)
SABS 1200 LC 1981	:	Cable Ducts
SABS 1200 LD 1982	:	Sewers
SABS 1200 LE 1982	:	Stormwater Drainage
SABS 1200 M 1996	:	Water (General)
SABS 1200 ME 1981	:	Sub base
SABS 1200 MF 1981	:	Base
SABS 1200 MJ 1984	:	Segmented Paving
SABS 1200 MK 1983	:	Kerbing and Channelling
SABS 1200 MM 1984	:	Ancillary roadworks

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

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

SANS 1921 – 1 (2004) : Construction and Management Requirements for Works Contracts Part 1: General Engineering and Construction Works and where accommodation of traffic is involved:
SANS 1921-2 (2004) : Construction and Management Requirements for Works Contracts Part 2: Accommodation of Traffic on Public Water Occupied by the Contractor

The COLTO Standard Specifications for Road and Bridge Works for State Road Authorities (1998 Edition) shall apply for the construction of the Work

PAVING OF INTERNAL STREETS IN STEENBOK- PHASE 1 IN NKOMAZI LOCAL

BID NUMBER:NKO:21/2025

C3.2: PROJECT SPECIFICATIONS

STATUS

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

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

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

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

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

PART A: GENERAL

PS-1 PROJECT DESCRIPTION

The project is located within Nkomazi Local Municipality. The streets cover a total length of approximately 11 km long, forming a ring road. The streets accommodate residential access within Steenbok. This report focuses on Phase 1 which covers a total length of 3 km. The nearest towns are Komatipoort to the north and Malelane to the northwest which fall within Ehlanzeni District Municipality in the Province of Mpumalanga. The Project is for the upgrading of the street from gravel to a paved road.

PS-2 DESCRIPTION OF THE SITE AND ACCESS

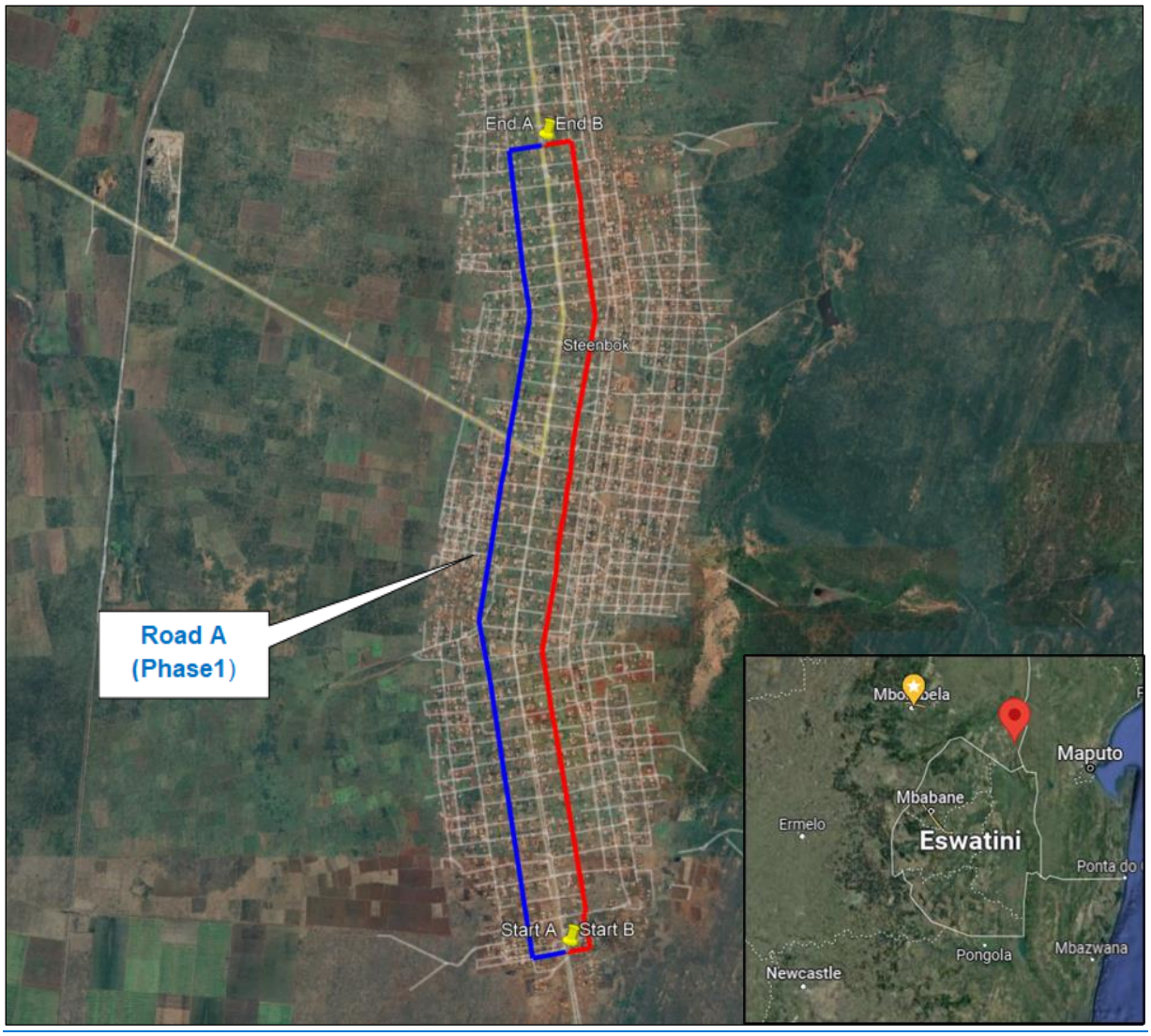
2.1 Location of site

The project is located in Steenbok Village, within the jurisdiction of the Nkomazi Local Municipality (NLM) in Ehlanzeni District Municipality in Mpumalanga Province. The Nkomazi Local Municipality is in the eastern part of the Ehlanzeni District Municipality of the Mpumalanga Province. The municipality is strategically placed between Swaziland (north of Swaziland) and Mozambique (east of Mozambique). It is linked with Swaziland by two provincial roads and with Mozambique by a railway line and the main national road (N4), which forms the Maputo Corridor.

The Nkomazi Municipality is bounded by the Mozambique to the east, Swaziland to the south, Kruger National Park to the north, Umjindi Local Municipality to the south-west and Mbombela Local Municipality from the northwest to west. The main urban centres are Louw's Creek, Kaapmuiden; Malelane, Hectorspruit, Marloth Park, Komatipoort, KaMhlushwa, Tonga and KaMaqhekeza. Reference Annexure A for the Locality Map. Steenbok can be accessed through road R571.

The limits of the project are as shown on the locality plan bound into the book of drawings. The

site of works is located in the Nkomazi area.



The project locality is further illustrated in the table below:

Project Location Details

Village	Steenbok	
Province	Mpumalanga Province	
District	Ehlanzeni District Municipality	
Locality	Nkomazi Local Municipality	
Co-ordinates	Steenbok	25°46'16.2"S
		31°53'40.09"E

PS-3 DETAILS OF THE WORKS

A brief detail of the works for which this specification is applicable is as follows:

PS-3.1 ROAD CONSTRUCTION:

The project involves the upgrading of the street (±3 km) from gravel to a surfaced local residential street and comprises of the following:

- Setting out.
- Site Establishment
- Accomodation of traffic
- Exposing exisiting services
- Upgrading from gravel road to a paved surface road apprpximately 3000m with a suitable cross section.
- Exposing existing services
- Storm water system, concrete drains, pipe culverts, detention ponds and concrete drifts.
- Construction of bell-mouths and intersections.
- Installation of road signs and road markings.
- Construction of non-motorised transport facilities (sidewalks and bus bays).
- Installation of traffic calming measures - speed humps and raised pedestrian crossings.
- Installation of Road signs
- Site Finishing off

PS-3.2 Ancillary works

The following ancillary works shall form part of this contract:

- Road Markings
- Road signs
- Traffic calming measures

PS-3.3 Climatic conditions

The site of works is in a summer rainfall region with an average annual precipitation of 755mm.

PS-3.4 Temporary Works

The contractor is to design, supply, construct, demolish and spoil at his own cost any temporary works required in order to carry out the construction works as required.

PS-3.5 Accommodation of Traffic

The traffic volumes along these routes range from 75 - 220 vehicle per day and very few heavy vehicles. It is anticipated that traffic will be accommodated by clear indication of construction works along the road.

Temporary traffic control signs and devices employed daily in the accommodation of traffic along the route shall be erected on and removed from the site of the works on a daily basis as required and no such signs or devices shall be permitted to remain in place overnight, unless otherwise instructed by the engineer.

At least one lane per direction shall be open to traffic at all times. The contractor shall ensure that all aspects of traffic accommodation are shown in the Construction Programme and shall also submit Method Statements and Plans as to proposed long and short term traffic accommodation.

PS-3.6 Construction Materials

Tenderers must demarcate for themselves the location of sources of materials required for this construction. All materials are to be procured from commercial sources.

PS-3.7 Power Supply and other Services

The contractor shall make his own arrangements regarding the supply of electrical power and all other services to the site. No direct payment will be made for the provision of electrical power and services. The cost thereof shall deemed to be included in the rates and amounts tendered for the various items of work for which these services are required.

PS-3.8 Water for Construction Purposes

The contractor shall make his own arrangements regarding a suitable supply of water for the project and he must make adequate provision in his tender for all negotiations and procurement of water for construction activities and all related costs will be deemed to be included in his tendered rates.

PS-3.9 Contractor's Camp Site

The contractor shall make his own arrangements regarding the establishment of a camp site and housing for his construction personnel. The choice of all sites for the establishment of a camp is subject to the approval by the engineer. Camp sites within the road reserve will not be permitted.

PS-4 CONSTRUCTION AND MANAGEMENT REQUIREMENTS

4.1 General

The Contractor is referred to ***SANS 1921: 2004 parts 1, 2 and 3: Construction and Management Requirements for Works Contracts.*** These specifications shall be applicable to the contract under consideration and the Contractor shall comply with all requirements relevant to the project.

Certain aspects however require further attention as described hereafter.

4.2 Drawings *(Read with SANS 1921 – 1: 2004 clauses 4.1.7; 4.1.11 and 4.1.12)*

The reduced drawings (Refer Volume 2 of 2 Book of Drawings) shall be used for tendering purposes only.

The Contractor shall be supplied with three complete paper copies of the construction drawings free of charge. The Contractor shall at his own expense re-produce further paper prints required for the construction of the work.

At the completion of the Contract, the Contractor shall return to the Engineer all drawings, provided or made, during the contract period.

Any information which the Contractor has control over and which is required by the Resident Engineer to complete the as-built drawings shall be made available to the Resident Engineer before the Certificate of Completion is issued.

Only written dimensions may be used. Dimensions are not to be scaled from drawings unless ordered by the Engineer. The Engineer will supply all figures / dimensions which are not shown on the drawings. The levels or dimensions given on the drawings are subject to confirmation on site. The Contractor shall submit all levels and dimensions to the Engineer for confirmation before he commences with any structural construction work. The Contractor shall also check all clearances which are given on the drawings and inform the Engineer of any conflicting dimensions.

Any destination names on road signs which may be indicated on the drawings are subject to confirmation by the Engineer before these signs are manufactured.

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

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

4.3.2 The civil Engineer responsible for the design in accordance with the specification is**:VuxakaConsultingEngineers (Pty) Ltd.**

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

4.4.1 Preliminary programme

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

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

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

The following constraints shall be taken into account in preparing the preliminary construction programme which must be submitted with the Tender. These same constraints shall apply to the final construction programme:

a) the Contractor must indicate in his tender the proposed contract period;
b) plant and personnel requirements to complete the project must be incorporated in the Tender and shown on the programme;
c) a high standard of traffic accommodation must be adhered to at all times;
d) the relocation of services.

4.4.2 Programme in terms of Clause 5.6 of the General Conditions of Contract

It is essential that the construction programme, which shall conform in all respects to Clause 5.6 of the General Conditions of Contract, be furnished within the time stated in the Contract Data. The preliminary programme to be submitted with the tender shall be used as basis for this

programme.

The following must be stated on the programme:

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

The Contractor's attention is also drawn to clause 5.7.1 of the General Conditions of Contract 2010.

4.4.3 Time for Completion

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

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

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

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

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

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

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

4.7.1 Borrow pits and spoil areas

Spoil sites shall be determined on site in conjunction with the Engineer, the PSC, and the local authority. The Contractor shall be permitted to use only those spoil areas approved by the Engineer. Should the Contractor wish to use any other spoil area for the disposal of soil, rubble, vegetation, etc., its use shall be subject to the approval of the Engineer and the landowner.

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

4.8.1 Process control

The Contractor shall arrange for his own process control tests. The Contractor may establish his own laboratory on site for this purpose, or he may employ the services of an independent

commercial laboratory. Whatever method is used, the Contractor must submit the results of tests carried out on materials and workmanship when submitting work for acceptance by the Engineer. The costs for these tests shall be deemed to be included in the relevant rates and no additional payment will be made for testing as required.

4.8.2 Acceptance control

The process control test results submitted by the Contractor for approval of materials and workmanship may be used by the Engineer for acceptance control. However, before accepting any work, the Engineer shall have his own acceptance control tests carried out by the dedicated site laboratory as approved by the client. The cost of acceptance testing shall be to the account of the client.

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

4.9.1 Contractor's camp site and depot

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

The chosen site shall be subject to the approval of the Engineer and the Employer.Possible locations for a campsite shall be pointed out at the Site Inspection Meeting. The Contractor shall conform to all local authority, environmental and industrial regulations.
The Contractor shall make his own arrangements concerning the supply of electrical power, water supply and all other services. No direct payment shall be made for the provision of electrical, water or any other services. The cost thereof shall be deemed to be included in the rates and amounts tendered for the various items of work for which these services are required.

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

4.9.2 Accommodation of Employees

No employees except for security guards will be allowed to sleep or be accommodated on the site in urban/formal areas.

No housing is available for the Contractor's employees and the Contractor shall make his own arrangements to house his employees and to transport them to site.

No informal housing or squatting will be allowed.

The Contractor shall provide the necessary ablution facilities at his camp site and the site of the works for the use of his employees. Chemical toilets will only be allowed where temporary facilities have to be provided.

4.9.4 Facilities for the Engineer

A site office for the Engineer is required. The office must provide sufficient space and furniture (chairs and conference table) to house a meeting of 12 people.

No housing is required for the Engineer or his Representative. Communication costs and a laptop will be required for the use of the engineer’s site staff.

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

The Contractor shall take special precautions to protect all permanent survey beacons or pegs such as bench-marks, stand boundary pegs and trigonometrical beacons, regardless whether such beacons or pegs were placed before or during the execution of the Contract. If any such beacons or pegs have been disturbed by the Contractor or his employees, the Contractor shall have them replaced by a registered land surveyor at his own cost.

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

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

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

Services belonging to the following service owners are indicated on the drawings:

Service owner	Type of service
Eskom	Electrical/Power lines
Telkom	Telephone lines
Nkomazi Municipality	Stormwater reticulation within the urban area
Nkomazi municipality	Water Reticulation

A provisional amount is included in the bill of quantities for the protection and/or shifting of services.

Two weeks prior to commencing construction activities in a particular area, the Contractor shall also diligently enquire of local landowners as to whether there are any other known services which have not been shown on the drawings but which may be affected by the construction activities in that area, and any such services shall be brought to the attention of the Engineer immediately. The Contractor shall make provision in his programme for the location and/or shifting of services.

The Contractor shall take note of the requirements of clause 1202 of the standard specifications with regard to services.

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

4.12.1 General statement

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

For the purpose of this contract the Contractor is required to confirm his status as mandatory and employer in his own right for the execution of the contract by entering into an agreement with the Employer in terms of the Occupational Health and Safety Act in the form as included in section C1.5.

4.12.2 Health and Safety Specifications and Plans

(a) Employer's Health and Safety Specification

The Employer's Health and Safety Specification is included in Section C3.3, Part E of the tender documents as part of the Particular Specifications.

(b) Tenderer's Health and Safety Plan

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

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

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

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

4.12.3 Cost of compliance with the OHSA Construction Regulations

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

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

4.13 Requirements for Accommodation of Traffic *(Read with SANS 1921 - 2:2004)*

4.13.1 General

The Contractor will be responsible for the safe and easy passage of public traffic past and on sections of roads of which he has occupation or where work has to be done near traffic.
The travelling public shall have the right of way on public roads, and the Contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.

Accommodation of traffic, where applicable shall comply with SANS 1921-2: 2004: Construction and Management Requirements for Works Contracts, Part 2: Accommodation of Traffic on Public Roads occupied by the Contractor. The Contractor shall obtain this specification from Standards South Africa if accommodation of traffic will be involved on any part of the construction works.

4.13.2 Basic Requirements

The travelling public shall have the right of way on public roads, and the Contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.

The Contractor shall ensure that all road signs, barricades, delineators, flagmen and speed controls are effective and that courtesy is extended to the public at all times.
Failure to maintain road signs, warning signs or flicker lights, etc., in a good condition shall constitute ample reason for the Engineer to suspend the work until the road signs, etc., have been repaired to his satisfaction.

The Contractor may not commence constructional activities affecting existing roads before adequate provision has been made to accommodate traffic in accordance with the requirements of this document and the South African Road Traffic Signs Manual.

The Contractor shall construct and maintain all temporary drainage works necessary for temporary deviations.

The Contractor shall provide and grant access to persons whose properties fall within or adjoin the area in which he is working.

4.13.3 Payment

The Contractor's tendered rates for the relevant items in the Bill of Quantities shall include full compensation for all possible additional costs which may arise from this, and no claims for extra payment due to inconvenience as a result of the modus operandi will be considered.

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

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

4.14.1 Natural Vegetation

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

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

4.14.2 Fires

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

4.14.3 Environmental Management Plan

In addition to the above all requirements according to the Environmental Management Plan as detailed in C3.3, Particular Specifications Part C, will be adhered to.

PS5 EXTENSION OF TIME FOR COMPLETION

5.1 CALCULATION OF EXTENSION OF TIME

An Extension of Time for Completion in terms of Clause 42 of the General Conditions of Contract, will be granted on account of 'adverse weather conditions' occasioned by abnormal rainfall or wet conditions; provided that the calculation of such an Extension of Time in calendar days shall be in accordance with the formulae given below, and shall be determined separately for each calendar month or part thereof.

The Extension of Time shall be calculated for the whole period for completion of the Contract including any granted extension thereof, as follows:-

a. The Formulae

$$Vt = \text{Sum of } Vm - \text{Sum of } V'm \text{ - - - - - formula (1) : in which}$$

$$Vm = (Nw - Nn)\frac{Rw}{Rn} \text{ - - - - - formula (2) : if } (Nw - Nn) \text{ is greater than zero;}$$

and

$$V'm = (Nn - Nw) \text{ - - - - - formula (3) : if } (Nw - Nn) \text{ is less than zero, i.e. negative;}$$

And in which the symbols shall have the following meanings respectively:-

Vt	=	Total Extension of Time for Completion in calendar days for the total period under consideration.
Vim	=	Calendar days in respect of the calendar month under consideration if (Now - Nn) is greater than zero for such month.
V'm	=	Calendar days in respect of the calendar month under consideration if (Nw - Nn) is less than zero for such month.
Nw	=	Actual number of days during the relevant calendar month on which a rainfall of Y mm/24-hour day or more is recorded for the Contract.
Nn	=	Average number of days in the relevant calendar month, as derived from existing rainfall records available at the time, on which a rainfall of Y mm/24-hour day or more has been recorded.
Rw	=	Actual rainfall in mm as recorded for the Contract during the relevant calendar month.
Rn	=	Average rainfall in mm for the relevant calendar month, as determined from existing rainfall records available at the time.

b. Specified Values

The value of Y shall be the value specified in the schedule below.

The factor Rw/Rn shall not exceed the value specified in the schedule below.

The values of Nn and Rn shall be the monthly average values stated in the schedule below, unless other values are mutually pre-agreed upon between the Engineer and the Contractor at the time for the period in question.

Only values in excess of the values stated or pre-agreed upon for Nn and Rn respectively shall be deemed to constitute 'adverse weather conditions' in terms of the Conditions of Contract.

c. Application of the Formulae
When calculating the values of Vm and V'm for a part of a month, pro-rata values of Rn and

Nn shall be applied.

The total Extension of Time for Completion shall be calculated in accordance with formula (1):provided that the authorised Time for Completion of the Contract or part thereof (as the case may be) shall not be decreased on account of abnormal rainfall.

Except for flood damage which could cause further or concurrent delays and which will be treated separately (when applicable) in the calculation of an extension of time, the factors (Nw - Nn) and (Nn - Nw) shall be deemed to represent a fair allowance for all variations from the average of the number of days on which a rainfall of Y mm/24-hour day is equaled or exceeded.

The factor Rw/Rn shall be deemed to represent a fair allowance for all variations from the average in the number of days on which the rainfall did not equal or exceed Y mm/24-hour day but on which days conditions due to rainfall disrupted the Works or prevented work to be executed.

d. Rainfall Recording

Before the commencement of the permanent Works, the Contractor shall, at his cost, provide and erect an approved rain gauging apparatus at an approved place on the Site of Works. The Contractor shall at his cost also take the necessary measures to ensure that access to the said apparatus can be controlled by the Engineer's Representative or by an approved observer, as the case may be, who shall both and simultaneously record on each working day the rain gauging's. The said gauging's shall be the only and actual recorded rainfall for the Contract.

e. Mbombela'sclosest rainfall station will be used:

Steenbok Village lies in the Lowveld Region. The Lowveld has a tropical climate, with warm subtropical temperatures and experiences high summer rainfalls. Between the months of September and March, the Nkomazi Municipality receives approximately 755 mm of rainfall. The altitude for Steenbok is between 223 m to 310 m above mean sea level; the summers are warm, muggy, and wet; the winters are short, cool, and dry; and it is mostly clear year-round.

The following rainfall figures are applicable for Clause 42 of the General Conditions of Contract:

INFORMATION SOURCE: National Weather Bureau, Department of Transport Pretoria, Tel.: (012) 309 3911
RAINFALL STATION: Malelane 05568987

Rainfall station: Malelane 0556898 7					
Period: 1931 – 2010					
Month	**N_n**	**R_n**	**Month**	**N_n**	**R_n**
January	8,4	103,3	July	1,2	7,1
February	7,7	97,5	August	1,4	7,7
March	7,3	76,1	September	2,7	19,1
April	4,8	44,6	October	6,0	46,8
May	2,4	15,2	November	8,8	94,5
June	1,4	7,7	December	7,8	93,5

Annual average: 613,1

Where:
Nn = Average amount of days on which a rainfall of Y=10 mm or more has been recorded.
Rn = Average monthly rainfall in mm

The Contractor is responsible for the protection of the Works against flood damage resulting from his own activities. Any damage resulting from failure of the Contractor to provide protection will be made good at the cost of the Contractor.

PART B: AMENDMENTS TO THE STANDARD AND PARTICULAR SPECIFICATIONS

PROJECT SPECIFICATIONS RELATING TO THE STANDARD SPECIFICATIONS AND OTHER ADDITIONAL SPECIFICATIONS

In certain clauses in the standard, standardized and particular specifications, 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 alternative 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 particular Contract.

The number of each clause and each payment item in this part of the project specifications consists of the prefix B followed by a number corresponding to the relevant clause or payment item in the standard specification.

The number of a new clause or payment item, which does not form part of a clause or a payment item in the standard specifications and which is included here, is also prefixed by B, but followed by a new number which follows on the last clause or item number used in the relevant section of the standard specifications.

C3.2 PROJECT SPECIFICATIONS

PART B: AMENDMENTS TO THE STANDARD SPECIFICATIONS

B0000 PROJECT SPECIFICATIONS RELATING TO THE STANDARD SPECIFICATIONS AND OTHER ADDITIONAL SPECIFICATIONS

The standard specifications on which this contract is based are the **COLTO - Standard Specifications for Road and Bridge Works for State Road Authorities.**

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

SANS 10396: 2003: Implementing Preferential Construction Procurement Policies using Targeted Procurement Procedures
SANS 1914-1 to 6 (2002): Targeted Construction Procurement
SANS 1921 – 1 (2004): Construction and Management Requirements for Works Contracts Part 1: General Engineering and Construction Works and where accommodation of traffic is involved.
SANS 1921-2 (2004): Construction and Management Requirements for Works Contracts; and Part 2: Accommodation of Traffic on Public Roads Occupied by the Contractor.

This portion of the Project Specifications deals with matters relating to the Standard Specifications.

Where reference is made in the Standard Specifications to the Project Specifications, this portion shall include the relevant information pertaining thereto, (e.g. the requirements where a choice of materials or construction methods is provided for in the Standard Specifications).

In certain clauses the Standard Specifications allow a choice to be specified in the Project Specifications between alternative materials or methods of construction, and for additional requirements to be specified to suit a particular contract. Details of such alternatives or additional requirements applicable to this contract are contained in this portion of the Project Specifications. It also contains some additional specifications and amendments to the Standard Specifications required for this particular contract.

The number of each clause and each payment item in this portion of the Project Specifications consists of the prefix B, followed by a number corresponding to the number of the relevant clause or payment item in the Standard Specifications. The item number of any new clause or payment item (that does not form part of an existing clause or a payment item in the Standard Specifications) is also prefixed by “B or H or G” followed by a new number. The new numbers follow on the last clause or item number used in the relevant section of the Standard Specifications.

Where, in the Schedule of Quantities, an item from a particular section of the Standard Specifications is used in another section, the item number of the source section is retained but prefixed by the number of the section where the item is used. This applies to new items introduced in the Project Specifications for a specific section but used in another section.

B1204 PROGRAMME OF WORK

A network-based programme in accordance with the precedence method shall be provided by the Contractor showing the various activities in such details as may be required by the Engineer. The programme shall be updated monthly in accordance with the progress made by the Contractor.

Failure to comply with these requirements will entitle the Engineer to apply a programme based on his own assumptions for the purpose of evaluating claims for extension of time for completion of the works, or for additional compensation.

a) Preliminary Programme

No preliminary programme is required at this stage, however the contractor will be required to produce a programme when allocated work package.

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

(b) Programme in terms of Clause 5.6 of the General Conditions of Contract

It is essential that the construction programme, which shall conform in all respects to Clause 5.6 of the General Conditions of Contract, be furnished within the time stated in the Contract Data. The preliminary programme to be submitted with the tender shall be used as basis for this programme. The Contractor's attention is also drawn to clause 5.6.4 of the General Conditions of Contract 2015.

B1205 Quality Assurance (QA) (*Read with SANS 1921 – 1: 2004 clause 4.4)*

The Contractor will be solely responsible for the production of work that complies with the Specifications to the satisfaction of the Engineer. To this end it will be the full responsibility of the Contractor to institute an appropriate Quality Assurance (QA) system on site. The Engineer will audit the Contractor's quality assurance (QA) system on a regular basis to verify that adequate independent checks and tests are being carried out and to ensure that the Contractor's own control is sufficient to identify any possible quality problems which could cause a delay or failure.
The programme shall take cognisance of the health and safety requirements noted in PS.3.8.

B1208 Drawings (Read with SANS 1921 – 1: 2004 clauses 4.1.7; 4.1.11 and 4.1.12)

The Contractor shall be issued with a duplicate set of construction drawings for the works.
All information including workshop details that is in the possession of the Contractor and that is required by the Engineer's Representative in order to complete the As-Built Drawings and to prepare a completion report for the Employer must be submitted to the Engineer's Representative before a Certificate of Completion will be issued for any portion or phase of the Works.

Only figured dimensions may be used, and the Drawings shall not be scaled unless the Contractor is so instructed by the Engineer in writing. The Engineer will upon written request provide any dimensions that may have been omitted from the Drawings.
The Contractor shall ensure that efficient supervisory staff, the required transport, instruments, equipment and tools are available to control the quality of his own workmanship in accordance with his QA-system. His attention is drawn to the fact that it is not the duty of the Engineer or the Engineer’s representative to act as foreman or surveyor.

B1215 Abnormal Climatic Conditions

The method used to calculate extension of time for adverse weather conditions will be COLTO method (ii) (Critical – path method).

A delay caused by adverse weather conditions will be regarded as a delay only if, in the opinion of the Employer’s Agent, all progress on an item or items of work on the critical path of the working programme of the contractor has been brought to a halt. Delays on working days only (based on a five-day working week) will be considered for the extension of time.

The Contractor shall make provision in his programme of work for an expected delay of “n” working days per month caused by normal inclement weather, for which he will not receive any extension of time, where “n” equals twenty-five (25) working days in a year.

The number of days’ delay due to adverse weather conditions will be calculated monthly by the Employer’s Agent from the commencement of the contract. The calculations to include the delay for the month and for the contract to date.

Note negative values for any month will be carried forward to the next.

The contractor will only be entitled to an extension of time if at the end of the contract period the number of days’ delay as calculated by the Employer’s Agent is more than zero.

If the number of days’ delay, as calculated by the Employer’s Agent, at the end of the Contract Period is negative, the Contract Completion date will not be altered and the Contractor will therefore suffer no adverse effect.

Should an extension of time be granted by the Employer's Agent the Contractor shall be reimbursed for his time related Preliminary and General items contained in the schedule of Quantities.

The average number of working days in a month will be taken as twenty-one (21) for the purpose of calculating the daily rate for time related Preliminary and General items which were awarded on a monthly basis.

B1502(a) Health and Safety (*Read with SANS 1921 - 1: 2004 clause 4.18)*

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

For the purpose of this contract the Contractor is required to confirm his status as mandatory and employer in his own right for the execution of the contract by entering into an agreement with the Employer in terms of the Occupational Health and Safety Act in the form as included in section C1.2.2.

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

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

B1502(j) COVID -19 Health and Safety (*Read COVID-19 (C19 OHS), 2020)*

The Contractor shall be responsible for the Health & Safety on all construction/maintenance and health and safety requirements of any activities may not be compromised during the time of COVID-19 Pandemic. If any activity cannot be undertaken in a health and safety manner due to lack of suitable qualified personnel being available or social distancing being implemented, the activity should not commence. The Contractor shall prepare a COVID-19 Safety Plan, in accordance with the COVID-19 specifications prepared by the Occupational Health and Safety Agent.

B1302 Management of the Environment *(Read with SANS 1921 - 1 : 2004 clause 4.19)*

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

(a) Natural Vegetation

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

(b) Fires

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

B1000 GENERAL (SERIES 1000)

B1200, 1300, 1400: GENERAL REQUIREMENTS AND PROVISION, CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS, HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL

B1206 Setting out of the work and protection of beacons

The Contractor shall be responsible for the true and proper setting out of the Works from existing basic control points, reference pegs or benchmarks shown on the Drawings or indicated by the Engineer's representative on site and shall ensure the correct location of the Works in relation to such points. The Contractor has to ascertain himself of the correctness of the pegs and benchmarks in the field. Any discrepancy shall be immediately reported to the Engineer. Any costs arising from failure to do so, shall be the responsibility of the Contractor. The Engineer may alter any part of the works to suit local conditions if necessary. No claim for incorrect setting out will be considered.

B1202 Services

The drawings show the approximate location of the known services, based on available information. All excavations to expose existing known services shall be excavated by hand in all materials by the contractor. Any existing service in the road reserve or municipal servitude that is damaged as a result of negligence by the contractor will be repaired by the contractor to the satisfaction of the Engineer at his own cost.

B1503 Temporary Traffic-Control Facilities

All open excavations shall be properly demarcated with reflective tape, white drums and any other requirements that the Local Authority has. For safety reasons the contractor may not have more than 200m of trenching open at a specific time, in one working area for one labour team.

B1202 & 1214 Services and Contractor's Activities in Respect of Property outside the Road Reserve and Services Moved, Damaged or Altered

The contractor must contact house owners at least two days prior to working in close proximity to existing buildings and to inspect buildings before and after work had been completed.

Before commencing with any work in an area, the Contractor shall ascertain the presence and actual position of all services which can reasonably be expected by an experienced and competent Contractor to be present on, under, over or within the Site.

Without in any way limiting its liability in terms of the Conditions of Contract in relation to damage to property and interference with services, the Contractor shall, in collaboration with the Engineer, obtain the most up-to-date plans as are available, showing the positions of services existing in the area where it intends to work. Neither the Employer nor the Engineer offer any warranty as to the accuracy or completeness of such plans and because services can often not be reliably located from plans, the Contractor shall ascertain the actual location of services depicted on such plans by means of careful inspection of Site and the provision and utilisation of suitable detecting and testing equipment.

Thereafter, the Contractor shall, by the use of appropriate methodologies carefully expose the services at such positions as are agreed to by the Engineer, for the purposes of verifying the exact location and position of the services. Where the exposure of existing services involves excavation to expose underground services.

The aforesaid procedure shall also be followed in respect of services not shown on the plans but which may reasonably be anticipated by an experienced Contractor to be present or potentially present on the site.

All services, the positions of which have been determined as aforesaid at the critical points, shall henceforth be designated as 'Known Services' and their positions shall be indicated by the Contractor on a separate set of Drawings, a copy of which shall be furnished to the Engineer without delay.

As soon as any service which has not been identified and located as described above is encountered on, under, over or within the Site, it shall henceforth be deemed to be a Known Service and the aforesaid provisions pertaining to locating, verifying and recording its position on the balance of the Site shall apply. The Contractor shall notify the Engineer immediately any such service is encountered or discovered on the Site.

Whilst it is in possession of the Site, the Contractor shall be liable for all loss of or damage as may occur to:

(a) Known Services, anywhere along the entire lengths of their routes, as may reasonably be deduced from the actual locations at which their positions were verified as aforesaid, due cognisance being taken of such deviations in line and level which may reasonably be anticipated; and

(b) any other service which ought reasonably to have been a Known Service in accordance with the provisions of this clause;

as well as for consequential damage, whether caused directly by the Contractor's operations or by the lack of proper protection;

Provided always that the Contractor will not be held liable in respect of damages occurring to services not being Known Services.

No separate payment will be made to the Contractor in respect of its costs of providing, holding available on the Site and utilising the said detecting and testing equipment, nor for any costs incurred in preparing and submitting to the Engineer, the Drawings as aforesaid and these costs shall be deemed included in the Contractor's other tendered rates and prices included in the Contract.

Payment to the Contractor's in respect of exposing services at the positions agreed by the Engineer and as described above will be made under the payment items (if any) as may be provided therefore in the respective sections of the Specifications pertaining to the type of work involved.

The Contractor shall take all reasonable precautions and arrange its operations in such a manner as to prevent damage occurring to all Known Services during the period which the Contractor has occupation and/or possession of the Site

Services left exposed shall be suitably protected from damage and in such a manner as will eliminate any danger arising there from for the public and/or workmen, all in accordance with the requirements of the prevailing legislation and related regulations.

Unless the contrary is clearly specified in the Contract or ordered by the Engineer, the Contractor shall not carry out alterations to existing services.

When any such alterations become necessary, the Contractor shall promptly inform the Engineer, who will either make arrangements for such work to be executed by the owner of the service, or instruct the Contractor to make such arrangements himself.

Should damage occur to any existing services, the Contractor shall immediately inform the Engineer, or when this is not possible, the relevant authority, and obtain instructions as to who should carry out repairs. In urgent cases the Contractor shall take appropriate steps to minimise damage to and interruption of the service. No repairs of telecommunication cables or electric power lines and cables shall be attempted by the Contractor.

The Employer will accept no liability for damages due to a delay in having alterations or repairs affected by the respective service owners. The Contractor shall provide all reasonable opportunity, access and assistance to persons carrying out alterations or repairs of existing services."

B1222, B1228 & B1502 (a) Use of Explosives, Legal Provisions &Safety

Add the following:

1. The Contractor shall at all times observe adequate safety precautions on Site to ensure the safety of his own staff as well as that of the public and other persons engaged in or about the Works. In this respect he shall observe all laws, ordinances and regulations pertaining to his work.

2. The Contractor's attention is specifically drawn to the following Acts, and particularly to the relevant regulations under each Act, copies of which shall at all times be kept by him on the Site:

(a) The Factories, Machinery and Building Work Act (Act 22 of 1941)

(b) The Explosives Act (Act 26 of 1956)

(c) The Mines and Works Act (Act 27 of 1956)

(d) The Occupational Health and Safety Act (Act 85 of 1993)

3. The Contractor is also required to comply with the safety precautions set out in the following publications, copies of which shall also be kept by him on the Site:

   (i) The Code of Practise relating to the safety of men in civil engineering inspection pits and small –diameter vertical shafts. (Transactions of the South African Institution of Civil Engineers, Vol. 2, No. 11, November 1960, obtaining from the Secretary, S.A. Institution of Civil Engineers, PO Box 93495, Yeoville, 2143).

4. The Contractor shall provide suitable and safe access by way of ladders, gangways, etc. to all parts of the Works as may be required for construction purposes or for inspection by the Engineer or the authorised Inspectors in terms of the above-mentioned Acts.

5. All precautions shall be taken to protect workmen against falling material and/or objects and other dangers whilst they are carrying out their duties. Trenches shall in every way be made and kept safe for persons working therein.

6. All persons working, inspecting or supervising in places where falling material and/or objects could be encountered shall be provided by the Contractor with hard hats of a type approved by the Inspector of Mines, the use of which shall be strictly enforced.

7. The Contractor shall provide a properly equipped first-aid box, which shall be accessible at all times.

8. Where adequate safety precautions are not being observed, the Engineer may order the Contractor to comply with minimum safety requirements at the latter's expense. Compliance with such order will not absolve the Contractor from any of his responsibilities and obligations under the Contract.

9. The Contractor shall display on a prominent place the following emergency information:
   (a) Local Police Telephone number
   (b) Local Ambulance Telephone number
   (c) Local Fire Brigade Telephone number

(e) Nearest Doctor

   (i) Name

   (ii) Telephone number (office hours)

   (iii) Telephone number (after hours)

   (iv) Consulting room street address

10. The Contractor shall furthermore comply with the requirements of the "Safety Instructions" contained at the end of this Document.

B1220 Authorized Measurements and Tolerances

Degree of Accuracy shall apply to all components of the Works except where otherwise specified in the Schedule of Quantities and/or Drawings and provided that the minimum permissible deviation given for an element will prevail where more than one deviation can be interpreted in Clause 6.2.3(d).

B1205 Workmanship and Quality Control

The onus rests on the Contractor to produce work, which conforms in quality and accuracy of detail to the requirements of the Specifications and Drawings and the Contractor must at his own expense, institute a quality control system and provide experienced engineers, foremen, surveyors, materials technicians and other technical staff, together with all instruments and equipment, to ensure adequate supervision and positive control of the works.

The cost of the all supervision and process control, including testing, so carried out by the Contractor, shall be deemed to be included in the rates rendered for the related items of work.

The Contractor's attention is drawn to the provisions of the various sections of the Specifications regarding the minimum frequency of the testing that will be required for process control. The Contractor shall at his own discretion increase the frequency where necessary to ensure adequate control.

The Contractor shall submit to the Engineer the results of all relevant tests, measurements and levels indicating compliance with the specifications on completion of every part of the work for examination.

Should the results of any of these tests fall below the required standards as specified in the specifications, the cost of any additional tests required by the Engineer will be to the account of the Contractor.

A Laboratory for the use of the Engineer's representative is not required on site. A commercial laboratory approved by the Engineer and appointed by the Contractor shall do all acceptance control tests required in terms of the Contract. All tests must be done according to the tests prescribed in the COLTO Series under the relevant sections.

Statistical control methods will not be applied under this contract. All compaction will be done as specified, especially on layers for road works, where the % and compaction will be the minimum allowed for any single test. Compaction tests will be submitted to the Engineer on intervals as requested by the Engineer.

At practical completion, the Contractor will be provided with a practical completion certificate, after the following items of the scope of works are completed and all relevant tests are approved by the Employer's Agent. The following items will be accepted by the Employer's Agent at practical:
subbase, base, priming and surfacing, kerb channelling, kerb inlets & manholes, road markings and finishing, stormwater pipes and paving.

1. The Contractor is to generate monthly reports for the Nkomazi Local Municipality that includes the following:
   a) Contractor resources on the site, i.e. supervisors, labour (as per EPWP reporting requirements), plant, tools and equipment
   b) Contractor progress of works on site.
   c) Contractor quality control on site.
   d) Contractor expenditure on the project versus target expenditure.
   e) Copies of minutes of the Contractor and Employer progress meetings.
   f) Concerns and improvements to be made.
   g) The report shall be signed by both the Contractor and the Employer.

The tenderers rates shall be deemed to include all labour, plant and materials to achieve full compliance with the above requirements. Failure of the Contractor to achieve these requirements may result with Nkomazi Local Municipality enforcing compliance by appointing 3rd parties if necessary to assist and deducting all reasonable costs for achieving compliance from money due to the Contractor.

Failure of the Contractor to achieve the above requirements shall be deemed to be a breach of contract between Nkomazi Local Municipality and the Contractor. Nkomazi Local Municipality

reserves the right to terminate the Contract, should the appointed Contractor fail to satisfactorily address the above requirements within 14 days of the commencement date of the contract. Approved documentation will form part of the contract.

Nkomazi Local Municipality reserves the right to request the Contractor to replace any key personnel on site who is deemed to be performing unsatisfactory.

B1207 Notices, Signs and Advertisement

Two name board will be manufactured and erected according to drawings to be supplied by the Engineer or Employer, complete with dimensions, wording and specifications as prescribed, within one month form the commencement date and shall be remove completely from site after construction is completed, before the last payment certificate shall be approved. A Sum is included to cover this cost.

Two additional name boards with NKOMAZI LOCAL MUNICIPALITY specific information will also be required as per the drawing supplied by the Employer.

1.1.2. Together with their tenders, all Tenderers are required to submit a comprehensive I**mplementation Plan** clearly stating the estimated labour content and number of jobs that shall be created. The employment of labour shall be reflected in a programme in sufficient details to enable the Nkomazi Local Municipality to monitor and compare it with the Implementation Plan. The Contractor shall be required to submit employment data on a monthly basis to the Nkomazi Local Municipality and no invoice will be processed by Nkomazi Local Municipality without the monthly labour data.

1.1.3. Tenderers are to also note that it is an explicit condition of this tender that all unskilled labourers on the project are to be employed from the local community. The Contractor shall in general, maximise the involvement of the local community, including relevant local suppliers.

1.1.4. Flowing from the above, the Contractors to be contracted on the project shall be appointed through a tendering process which will be deemed fair, transparent and without bias which shall be monitored by the NKOMAZI LOCAL MUNICIPALITY to underwrite such fairness. The preferred target groups shall include any combination of the designated groups as defined in the Public Preferential Procurement Regulations, 2017, namely youth, women owned, disabled and ex-combatants.

1.1.5. The form of contract to be used with Contractor is the SAFCEC General Conditions of Sub-Contract for Civil Works and/or a NKOMAZI LOCAL MUNICIPALITY approved form of contract. The Contractor’s owner / director / senior manager / delegated person of the Contractor’s company is required to be full time onsite for the duration of the Contract.

1.1.6. The Contractor will be allowed to invoice the Employer fortnightly and the Employer shall settle all approved Contractor’s invoices within seven (7) days after approval.

1.1.6. In order to achieve the goals of this policy and to ensure that the SMMEs are treated fairly and given every opportunity to advance their business whilst delivering a successful project, the Contractor is to note the following and provide for any cost that may be associated therewith.

MEASUREMENT AND PAYMENT

Item	Unit

B12.01 The Contractor's obligations in respect of Local and other Labourers

(a) Provision of transport for Local Labourers
(b) Provision for Medical Examination for Local Labourers before employment

(c) Provision for Medical Examination for Local Labourers after employment

B12.02 Excavation for the exposing of, or searching of utility services

(a) 0.0 m up to 1.5 m…….. cubic metre (m^3)

i). Soft material ……..……cubic metre (m^3)
ii). Hard material ……..……cubic metre (m^3)

(b) Exceeding 1.5 m up to 3.0m…….. cubic metre (m^3)

i). Soft material ……..……cubic metre (m^3)
ii). Hard material ……..……cubic metre (m^3)

A Provisional Sum has been included for the relocation of existing services by specialists if and when required and ordered by the Employer's Agent.

The mark-up shall be regarded as full compensation for overheads, charges and profits as provided for in the Conditions of Contract

The bided rates shall include full compensation for all excavation, backfilling, compacting to 90% of modified AASHTO density, disposing of surplus excavated material, keeping the excavations safe, dealing with any surface or subsurface water, taking special care to ensure that services are not damaged in any way and any other operation necessary for completing the work.

No distinction will be made between hard and soft material nor will distinction be made between the various types of services to be exposed or the depths to which excavations are taken.

NOTE:

The Contractor shall supply adequate supervision for the labourers when excavating to expose services. Any damage to a service caused by the Contractor shall be repaired at his expense to the satisfaction of the owner of the service and the Employer's Agent.

Item	Unit

B12.06 Relocation and/or protecting of existing Utility Services

(a) Allow a provisional sum for existing services to be relocated, removed, realigned, protected and replaced as ordered by the Engineer……Provisional Sum

(b) Handling cost and profit of sub-item B12.06 (a)…… Percentage (%)

The provisional sum shall be paid in accordance with the provisions of the General Conditions of Contract sub-clause 13.5 as amended by Particular Conditions of Contract. The tendered percentage is a percentage of the amount actually spent under the prime-cost item, which shall include full compensation for the profit in connection with providing the specified service.

Expenditure under this item B12.06(a) and (shall be made in accordance with the general conditions of contract.

The provisional sum under sub-item B12.06(a) and (b) allows for the relocation and/or protection of existing services by either the contractor or the service provider.

The bided rates shall include full compensation for all excavation, backfilling, compacting to 90% of modified AASHTO density, disposing of surplus excavated material, keeping the excavations safe, dealing with any surface or subsurface water, taking special care to ensure that services are not damaged in any way and any other operation necessary for completing the work.

No distinction will be made between hard and soft material nor will distinction be made between the various types of services to be exposed or the depths to which excavations are taken.

NOTE:

The Contractor shall supply adequate supervision for the labourers when excavating to expose services. Any damage to a service caused by the Contractor shall be repaired at his expense to the satisfaction of the owner of the service and the Employer's Agent.

Item **Unit**

B12.07 **Advertizing signboards as per NKOMAZI LOCAL MUNICIPALITY specifications** number (No)

The tendered rate shall include full compensation for the procuring and furnishing all the materials and for manufacturing and supplying the completed signboards, including amongst others the supporting framework, reinforcement and items required, transport handling etc. necessary for the manufacture, completion, delivery and installation of the signboards complete as specified. The tendered rate shall also include any handling costs the contractor

Item **Unit**

B12.08 **Breaking and reinstating of existing permanent structures**

(a) Allow for the breaking and reinstating of existing permanent structures within the road reserve as instructed by the Engineer…… Provisional Sum

(b) Handling cost and profit of sub-item B12.08 (a)…… Percentage (%)

B12.09 **Preparation of the site before the handing-over to the Employer**

(a) Allow for the breaking and reinstating of existing permanent structures within the road reserve as instructed by the Engineer…….PC Sum

SECTION B1300: CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS

B1301 Site Establishment (Read with SANS 1921 - 1: 2004 clause 4.14)

B1302 Occupational Health and safety Act (*Read with SANS 1921 - 1: 2004 clause 4.18)*

(d) Health and Safety Obligations

Add the following sub-sub-clause defining 'the contractor's general obligations':

i) The contractor must comply with the provisions and contractual arrangements of the Occupational Health and Safety Act (OHSA) as well as the Environmental Management Act (NEMA): Waste Management.

ii) All workers of any project undertaken as part of this bid must undergo a medical fitness test by an Occupational Health and Safety Practitioner who is registered with the South African Nursing Council (SANC).

iii) The medical test certificates must be presented by the successful contractor to NKOMAZI LOCAL MUNICIPALITY after the appointment of the successful contractor.

B1304 Management of the Environment (*Read with SANS 1921 - 1 : 2004 clause 4.19)*

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

(a) Natural Vegetation

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

(b) Fires

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

B1303 MEASUREMENT AND PAYMENT

	Item	**Unit**
B13.01	**The contractor's general obligations**	
	(a) Fixed Obligations……	Lump sum
	(b) Value – related Obligations……	Lump sum
	(c) Time – related Obligations……	Month

Add the following sub-sub-clause defining 'the contractor's general obligations':

"(iv) Complying with the requirements and conditions of the additional specifications relating to the Government's Broad Based Black Economic Empowerment and the Environmental Management Plan."

Delete the third paragraph commencing "Should the final value of the work ".

Replace "clause 49" *in the 4th, 8th and 10th paragraphs with* "sub-clauses 13.7 and 13.8".

In the 11th paragraph, the following amendments apply:

- *Delete "*received the letter of acceptance in terms of clause 12*"and replace with* "date of commencement in terms of clause 8.1".

- *In the last line, change* "clause 45" *to read* "clause 8.4".

Add the following at the end of sub-clause (b) of the 11th paragraph:

"... Such limitations to payments shall occur whenever the ratio of time to expenditure varies by more than 10%. For example, if payment for completed scheduled work is 30% of total scheduled work but more than 40% of time has expired, this pay item shall cease to be active until the difference between the relevant ratios is less than 10%.

Add the following paragraphs:

"Should the combined total tendered for sub items (a), (b), and (c) exceed 15% of the tender sum (excluding CPA, contingencies and VAT), the tenderer shall state his reasons in writing for tendering in this manner. The tenderer's attention is drawn to Form B1: Contractor's Establishment on Site, (bound in this Volume), to be completed by the tenderer. If the tenderer should require additional compensation for his obligations under section 1300 (over and above the total tendered for item B13.01) by including such additional compensation in the tendered rates and/or lump sum of items in the Pricing Schedule, these items and the value of such additional compensation shall also be indicated in writing in a letter attached to Form B1.

Payment of the rate per month for sub item 13.01(d) shall include full compensation for all the contractor's obligations relevant to health and safety legislation.

The tendered rate shall apply in the same manner as pay sub item B13.01(c) but shall not form part of the calculation of the restrictions imposed by Condition of Tender F3.8(c) and Form to tender B1: Contractor's Establishment on Site. A contractor who tenders zero for this pay item shall not be relieved of his statutory obligations. A nil rate offered shall be deemed not as an omission but as deliberate notice that costs have been included in the tendered rates for individual items of work or in the other preliminary and general pay items."

The following paragraph relates to the treatment of all pay items for which the unit of measurement is the month and shall become applicable only for use in calculations of approved extensions of time in terms of the General Conditions of Contract:

"All pay items for which the unit of measurement is "month" are deemed to be based on 23 working days per month."

Item		**Unit**

B13.02 Occupational Health and safety Act

Add the following pay sub item:

"(a) Contractor's initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations……. Lump sum"

"(b) Contractors time-related obligations in respect of the Occupational Health and Safety Act and Construction Regulations…….. month"

"(c) Submission of the Health and Safety File……Lump sum"

"(d) Provision of full time construction health and safety Officer ..... month"

Add the following pay sub item:

"(e) Contractors Obligation to supply Personnel Protective Equipment to Local Workers branded as per EPWP requirements ..... Lump sum"

Add/ to include the following items:

"(i) Overall

"(ii) Hi-Vis clothing (Reflector Jackets)"

"(iii) Safety Footwear

"(iv) Hand gloves

"(v) Eyes protection

"(vi) Helmets for head protection

"(vii) Hearing Protection

"(viii) Breathing Protection

B13.04 Environmental Management

Compliance with Environmental management plan.....Sum

The Contractor shall comply with all the conditions of the environmental authorisation (NEMA – Section 30 approval), water use license (NWA – Section 19 approval) and environmental management plan.

SECTION B1500: ACCOMMODATION OF TRAFFIC

B1501 SCOPE

Add the following:

"It is a condition of this contract that traffic is accommodated taking into account the provisions of the latest edition of the South African Road Traffic Signs Manual (SARTSM). The latest version for use in the accommodation of traffic is volume 2, chapter 13 of the June 1999 edition. Copies of this publication are available from Government Printers –Tel: (012) 334 4507/8/9 or (012) 3344510 Fax: (012) 323 9574.

This section also covers the provision of additional information signs for motorists and the release of any notices to the media and public."

B1502 GENERAL REQUIREMENTS

B1502 (a) Health and Safety (*Read with SANS 1921 - 1: 2004 clause 4.18)*

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

For the purpose of this contract the Contractor is required to confirm his status as mandatory and employer in his own right for the execution of the contract by entering into an agreement with the Employer in terms of the Occupational Health and Safety Act in the form as included in section C1.2.2.

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

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

(a) Safety

Replace the full stop at the end of the first paragraph and continue with the following:

"... flow of traffic, including the prohibition of his, and his subcontractor's, construction plant from disregarding the stop/go accommodation of traffic control facilities. Failure to comply with this requirement shall be taken as a penalty event in terms of B1502(l).".

Add the following paragraphs:

"The contractor shall be responsible for maintaining the existing road surface both within the works area and the advance warning and termination areas in a safe and trafficable condition for the duration of the contract.

During the non-working hours, or when construction is not taking place on a certain section of road all unnecessary obstructions to the traffic shall be removed and all signs no longer applicable to the situation shall be removed to an approved safe location or effectively covered.

The whole of the site will be handed over to the contractor at the beginning of the contract. The sequence in which various parts of the site may be occupied by the contractor for the execution of the different items of work shall be subject to the requirements of the contract documents regarding, *interalia*, working hours and the number, spacing and length of the work areas which may be occupied at any particular time.

All open excavations shall be properly demarcated with reflective tape, white drums and any other requirements that the Local Authority has. For safety reasons the contractor may not have more than 200m of trenching open at a specific time, in one working area for one labour team."

"(ii) Record on neat and dimensioned sketches and submit to the engineer the position and sign reference number, where applicable, of each sign, barricade, delineator, cone, amber flicker light, guardrail and permanent or temporary painted road marking feature. The position of each shall be adequately referenced from the marker boards or other surveyed points on the site of the works.

These records shall also show the date and time at which the recorded traffic accommodation features are certified correct by the traffic safety officer, and shall be signed by the traffic safety officer before being submitted to the engineer.

The records shall similarly account for whatever changes are made in the field. Such changes shall record the position of flagmen and stop/go control men and their associated traffic accommodation equipment wherever they are used.

(iii) Personally inspect the position and condition of each traffic accommodation feature on the whole site of works twice each day by 9h30 and by 16h30, to record all irregularities discovered and the remedial action taken, and to sign off as correct and submit to the engineer such record sheets by midday of the next working day. The traffic safety officer shall keep a duplicate book for this specific purpose.

The traffic safety officer shall also submit with this report the daily labour returns of flagmen, stop/go and traffic signal control men employed."

Add the following sub-sub-clauses:

"(ix) The traffic safety officer shall have a direct line of communication at all times with the police and traffic officers responsible for the area within limits of the contract. The provision of the road safety vehicle, driver, labourers and the cost of the cellular telephone shall be deemed to be included in the rates tendered for the contractor's establishment on site.

(x) Ensure that all obstructions related to the contractor's activities be removed before nightfall where applicable as instructed by the engineer and that the roads are safe for night traffic.

(xi) The traffic safety officer shall, in addition to the duties listed in paragraph 1502(i), also be responsible for the removal of broken down vehicles off the roadway and implementing actions requested by the traffic authorities with regard to the work to be carried out, be responsible for the erection and maintenance of all traffic signs necessary for the accommodation of traffic.

(xii) In the advent of an accident the traffic officer shall record in a written report the details of the accident, record the position of all temporary road signs, barricades, delineators, flagmen and any other devices used for traffic accommodation. In addition, the report shall include a neat dimensional sketch, photographs, identifiable permanent features, and any other relevant information."

Add the following sub-clauses:

"**(j) Site personnel**

The contractor shall ensure that all his personnel, excluding those who are permanently office bound, are equipped with reflective safety jackets and that these are worn at all times when working on or near to the travelled way. Any person found not wearing a reflective jacket under these circumstances shall be removed from the site until such time as he is in possession of and wearing a reflective jacket. Reflective safety jackets shall be kept in good condition and any jackets that are, in the opinion of the engineer, ineffective shall be immediately replaced by the contractor.

Add the following:

"Reflective safety jackets shall comply with SANS 50471 as follows:

Class jacket:	Class 2
Background material:	Fluorescent orange-red or fluorescent yellow
Retroreflective performance:	Level 1
Water vapour resistance:	Class 2
Garment type:	Waistcoat or jacket "

(k) Penalty events

Whenever the following events occur, the contractor shall be subjected to penalty conditions expressed in the Appendix to Tender.

(i) Noncompliance with accommodation of traffic specifications

Failure or refusal on the part of the contractor to take the necessary steps to ensure the safety and convenience of the travelling public, accommodation of traffic, plant and personnel in accordance with these specifications or as required by statutory authorities or ordered by the engineer, shall be sufficient cause for the engineer to apply penalties as follows:

A fixed penalty of R5 000,00 per occurrence shall be deducted for each and every occurrence of non-compliance with any of the requirements of section 1500 of the standard specifications and section B1500 of the project specifications.

In addition, a time-related penalty of R500,00 per hour over and above the fixed penalty shall be deducted for non-compliance to rectify any defects in the accommodation of traffic within the allowable time after the engineer has given an instruction to this effect. The engineer's instruction shall state the allowable time, which shall be the time in hours for reinstatement of the defects. Should the contractor fail to adhere to this instruction, the time-related penalty shall be applied from the time the instruction was given.

(l) General requirements and specifications

The following general requirements must be adhered to for the entire contract period:

(i) When required the contractor shall make use of local traffic authorities to assist in directing traffic.

(ii) Failure to comply with any of the requirements for the accommodation of traffic, penalties will be imposed as specified in Section B clause B1502(l).

(iii) The travelling public shall as far as possible have the right of way on public roads and the contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.

iv) Failure to maintain and clean road signs, warning signs or flicker lights, etc., in a good condition shall constitute ample reason for the engineer to bring works to a stop until the road signs, etc., have been repaired to his satisfaction.

(v) The contractor's tendered rates for the relevant items in the schedule of quantities shall include full compensation for all possible additional costs which may arise from the above and no claims for extra payment due to inconvenience as a result of the modus operandi will be considered.

(vi) The contractor may not commence constructional activities before adequate provision has been made to accommodate traffic in accordance with the requirements of this document and the South African Road Traffic Signs Manual.

(vii) The contractor shall at all times adhere to the limits to closure lengths, spacing any number of closures for different type of work.

(viii) The contractor and construction vehicles shall at all times adhere to the traffic control facilities (STOP/GO closures). No construction vehicle will be allowed to bypass or evade traffic control facilities at work areas

B1503 TEMPORARY TRAFFIC-CONTROL FACILITIES

Replace the first sentence of the first paragraph with the following:

"The contractor shall provide, erect and maintain the necessary traffic-control devices, road signs, channelisation devices, barricades, warning devices and road markings (hereinafter referred to as traffic-control devices) in accordance with these special provisions and as shown on the drawings and in the SARTSM and remove them when no longer required. It shall be incumbent upon the contractor to see to it that the abovementioned traffic-control devices are present where required at all times and are functioning properly."

Replace the third paragraph with the following:

"The type of construction, spacing and placement of traffic-control devices shall be in accordance with the SARTSM. The recommended arrangements of the traffic control devices illustrated and/or drawings issued by the engineer shall not be departed from without prior approval of the engineer. The arrangements expected to be most commonly used in the contract are given on the tender drawings.

The details shown for spacing and placement of traffic-control facilities may however, be revised at the discretion of the engineer where deemed necessary to accommodate local site geometry and traffic conditions."

(b) Road signs and barricades

Add the following:

"The contractor shall be responsible for the protection and maintenance of all signs, and shall at his own cost replace any that have been damaged, lost, or stolen.

All temporary road signs required to remain in position for some time shall be pole mounted as shown on the drawings. All temporary road signs required to be moved more often shall be mounted on portable supports for the easy moving of signs to temporary positions. The only permitted method of ballasting the sign supports shall consist of durable sandbags filled with sand of adequate mass to prevent signs from being blown over by wind. The cost of the sandbags shall be included in the tendered rates for the various types of temporary road signs.

The covering of permanent road signs, if applicable, shall be by utilizing a hessian bag that shall be pulled over the sign in the form of a hood and fastened to the signposts. Plastic bags or other materials and fastened by means of adhesive tape shall not be permitted. The cost of covering of permanent road signs shall be included in the tendered rates of items B15.01 and B15.10."

(c) Channelisation devices and barricades

Add the following:

"The use of drums as channelisation devices shall not be permitted. Drums may however be used to set up barriers as provided for in sub-clause 1503(d).

Delineators shall:

(i) comply with the manufacturing and reflective requirements of the SARTSM and the blades shall be reversible with dimensions as indicated on the drawings;

(ii) have smooth and round edges and be mounted on a post and base. All components shall be of durable plastic material;

(iii) have the lower edge of the reflective part of the delineator mounted not lower than 250mm above the road surface;

(iv) be capable of withstanding the movement of passing vehicles and gusting winds up to 60 km/h in typical working conditions without falling over. To achieve this, the base shall be at least 0,18m^2 and ballasted by sandbags with sand;

(v) together with its mounting be designed such that it will collapse in a safe manner under traffic impact.

Traffic cones manufactured in a fluorescent red-orange or red plastic material may be used only at short term lane deviations during daylight. Cones shall not be used on their own, but shall be interspersed with delineators at a ratio not exceeding 3:1. Cones used on all deviations shall be 750mm high. Lane closures which continue into the night time shall be demarcated by delineators only."

(e) Warning devices

Add the following:

"All construction vehicles and plant used on the works shall be equipped with rotating amber flashing lights and warning boards as specified. All vehicles and plant before being allowed onto the site shall obtain a clearance permit from the engineer.

(i) <u>Vehicle mounted flashing lights</u>

Rotating lights shall have an amber lens of minimum height of 200mm and shall be mounted in such a way as to be highly visible from all directions. The lights on construction

vehicles shall not be switched on while vehicles are being operated on unrestricted sections of a public road, but shall be switched on while construction vehicles are operating within the accommodation of traffic area, as the vehicles decelerate to enter a construction area, and as the vehicles accelerate to the general speed when entering the road from a construction area. Lights on plant shall operate continuously while the plant is working alongside sections of road open to public traffic

All LDV's and cars operating on site shall also be equipped with rotating amber flashing lights which shall be placed so as to be highly visible and operated continuously while the vehicles are manoeuvring in or out of traffic or are travelling or parked alongside roads open to public traffic.

Rotating lights and the "construction vehicle" signs on the contractor's vehicles and plant shall not be paid for separately but shall be included in the rates covering the use of the vehicles.

The contractor shall apply and maintain lights together with temporary mounting brackets, to the approval of the engineer. Vehicles and plant that do not comply with these requirements shall be removed from the site.

(ii) Sign mounted flashing lights

Two amber flashing lights shall be vertically mounted on top of the traffic signs at each end of each traffic accommodation section as shown on the drawings. The lights shall be operated during the hours of darkness."

(f) Road Markings

Add the following new paragraphs:

"The contractor will be required to survey all existing road marking prior to commencement of construction or repair work.

Add the following sub-clauses:

"**(g) Other traffic control measures ordered by the engineer**

The engineer may instruct the contractor to provide any other road sign, reflective tape, etc. not measured in standard pay items. Such road signs shall conform to the

requirements of the SARTSM, or specification provided by the engineer. Similarly, in order to ensure that the travelling public is kept fully informed and warned on matters relating to the accommodation of traffic, construction sign posting and the effect of the construction on the free flow of traffic through the site, the engineer may arrange for advertising in the press and/or for other forms of publicity.

(h) Flagmen

Flagmen shall be provided where shown on the drawings or required by the specification. During the daytime, at least one flagmen shall be provided at each traffic control point in addition to the STOP/GO sign operator. No flagman shall be on duty for a period of more than 10 hours per day.

Flagmen shall be adequately trained in the standard flagging techniques as described in the SARTSM (refer to figure 13.23 of detail 13.23.1) and be provided with conspicuous clothing such as safety jackets utilizing retro-reflective and/or fluorescent panels in red, yellow and/or white.

Flagmen shall have in their possession, at all times, certification that they have attended and passed an accredited course in flagging techniques before being allowed onto the construction site.

Flags shall be made from bright red or red-orange material and shall be square with a minimum side length of 600mm. The flag shall be attached to a staff at least 1,0m in length.

In terms of lateral clearance and safety, flagmen shall stand on the shoulder of the lane of traffic that is being controlled and under no circumstances shall flagmen be permitted to stand within the traffic lane. In order to obtain maximum visual impact for the travelling public, flagmen shall stand-alone."

B1504 WIDTH AND LENGTH OF TEMPORARY DEVIATIONS

The entire works must be constructed under traffic with no use being made of temporary deviations. At times traffic will be controlled by "STOP/GO" operations and the road traffic delay due to closures under normal traffic flow conditions shall not exceed 10 minutes without the specific approval of the Engineer.

During all construction operations a mandatory speed limit of 40km/h together with no overtaking signs (R214) will be enforced.

Where delineators are used to channelise the traffic, they shall, at the end of a day's work, be removed as close as possible to the edge of the roadworks to maximise the overnight lane width. To discourage attempts to overtake in a single lane situation, the maximum lane width shall be 4.0m and the positioning of delineators and barriers shall be adjusted to achieve this.

Traffic management will for this section be executed to the South African Road Traffic Signs Manual – Road Note 13.

B1517 MEASUREMENT AND PAYMENT

Amend item 15.01 to read as follows:

Item **Unit**

B15.01 Accommodating traffic and maintaining temporary deviations:

(a) On the route ..... kilometre (km)

(b) On cross roads and intersections ..... kilometre (km)

Replace the first paragraph with the following:

"The unit of measurement shall be the kilometre, measured along the centre lines of the road. Accommodation of traffic shall be measured once only, that is no separate payments shall be made for lane and shoulder rehabilitation, slurry, reseal, asphalt overlay, side drains, etc. The bypass for abnormal vehicles and gravel service roads shall not be measured. Only the net distance of the road shall be measured and overlapping distances during staged rehabilitation shall not be measured. A distinction shall be made between accommodation of traffic on the through road and accommodation of traffic on the cross roads and intersections.

In the second paragraph, replace the comma after “deviations” at the start of the third line with a full stop and delete the remainder of this first sentence. Also delete the whole of the second sentence, which refers to compensation for the traffic safety officer.

In the third paragraph second sentence, insert a full stop after “use” and delete the remainder of the sentence."

Item Unit

B15.03 Temporary traffic control facilities

Add the following:

Item Unit

“**(a) Flagmen .....** man-day

“The unit of measurement shall be a full day and night worked by flagmen. A man-day shall be deemed to comprise of three eight hour shifts in a twenty-four-hour period. Three shifts of eight hours per flagman equates to one man-day. Shorter single portion shifts (6 to 10 hours) shall be measured as a half man-day.”

Amend item 15.03 (h) to read as follows:

“(h) Delineators (TW 401 and TW 402)

(i) Single (800mm X 200mm) **.....** number (No)

The unit of measurement shall be the number of delineators provided, and completely erected.

The tendered rates shall include full compensation for providing and erecting each sign complete. It shall also include moving the signs as may be necessary.

The cost of delineators for traffic accommodation will only be provided once off and the cost of replacing damaged delineators will be for the contractor’s cost. The contractor shall therefore allow in his tendered rates for the replacement of damaged delineators for the period of traffic accommodation on site.

Expenditure under this item shall be made in accordance with the general conditions of contract, sub-clause 13.5, for the supply and installation of any additional signs or other traffic control measure ordered by the engineer in accordance with clause B1503(g).”

Item Unit

B15.14 Traffic safety officer ..... month

The unit of measurement shall be the period in months that the approved traffic safety office is employed.

The tendered rate per month shall include full compensation for the cost of the traffic safety officer to conduct his duties as specified in sub-clause B1502(i)

Item Unit

B15.17 Penalties

(a) Fixed penalty per occurrence.....number (No)

(b) Time related penalty .....hour (h)

In sub item B15.17(a) the unit of measurement shall be number and applied for each and every occurrence of non-compliance with any of the requirements of section 1500 of the standard specifications and section B1500 of the project specifications at the rate specified in the pricing schedule.

In sub item B15.17(b) the unit of measurement shall be hour and applied for each hour over and above the time set by the engineer that the identified non-compliance has not been rectified.

The above pay items shall be applied at the rates stated in the Appendix to Tender and in the pricing schedule and become payable by the contractor in each and every month they occur and shall be deducted from the amount due to the contractor on the relevant monthly payment certificates.

B2104 SUBSOIL DRAINAGE

(a) Materials

1. Pipes

a. UPVC Pipe

Unplasticised PVC 150mm pipes and fittings perforated, normal duty complete with couplings

2. Synthetic-fibre filter fabric (Geotextile)

The geotextile shall be manufactured for civil engineering purposes by a manufacturer recognised by the Geosynthetic Interest Group of South Africa (GIGSA). It shall be manufactured from any suitable synthetic polymer, excepting polyamide, into a homogeneous sheet exhibiting uniform properties. These properties shall not be subject to a degradation of more than 10 % during the design life of the structure by the chemicals and organisms encountered in normal soils. Immersion in fresh or sea water during its design life shall not alter the specified qualities of the geotextile.

When used for filtration, drainage or separation the filter properties of the geotextile/soil interface shall not develop a permeability lower than that of the surrounding soil during the design life of the structure. The geotextile shall have an initial permeability not less than ten times the permeability of the surrounding soil which property the fabric shall maintain for the design life of the structure.

In order to ensure that the geotextile performs properly and survives the construction process, the grade of the geotextile to be used shall be specified according to the minimum index strength properties corresponding to the severity of the installation as given by the mechanical properties in tables 2104/1 and 2104/2.

TABLE 2104/1 : CONSTRUCTION SURVIVABILITY-STRENGTH REQUIREMENTS

PROPERTY	UNITS	GRADE					TEST METHOD
		1	2	3	4	5	
Trapezoidal tear	N	225	275	325	425	525	ASTM D4533-85
CBR	kN	1.5	2.0	2.5	3.0	4.0	SABS 0221-88
Dart test	mm	28	24	20	16	14	TRH 15 TEST METHOD B2
Tensile strength	kN/m	9	11	13	19	25	SABS 0221-88

Numerical values represent the **minimum** average values (in the weaker principle direction), except for the dart test where the numerical value represent the **maximum** allowable diameter of hole made by the falling dart.

Geotextile acceptance shall be based on the specified test methods.

TABLE 2104/2 : INSTALLATION CONDITIONS RELATING TO GRADE OF GEOTEXTILE

INSTALLATION CONDITION	GRADE				
	1	2	3	4	5
Trench less than 2.0 deep, with rough or irregular sides and/or sharp drainage stone, with moderate degree of compaction.*	•				
Trench less than 2.0 deep, with rough or irregular sides and/or sharp drainage stone, with high degree of compaction.*		•			
Trench greater than 2.0 deep with smooth sides and rounded drainage stone, with moderate degree of compaction.			•		
Trench greater than 2.0 deep, with rough or irregular sides and/or sharp drainage stone, with high degree of compaction.*				•	
Erosion protection with stone hand-packed directly onto geotextile (gabions and mattresses).			•		
Erosion protection with rock less than 100 kg placed on geotextile protected by 150-300 mm sand, or “zero drop height” (dumped or packed riprap).				•	
Erosion protection with rock heavier than 100 kg placed on geotextile protected by 150-300 mm sand, or “zero drop height” (dumped or packed riprap).					•

* *The geotextile under this installation condition shall exhibit an elongation characteristic of not less than 20% in both directions.*

The engineer shall assess the severity of the installation and/or confirm the grade of geotextile to be used in each case.

In certain applications the following minimum hydraulic properties will apply or as decided by the engineer.

TABLE 2104/3 : HYDRAULIC PROPERTIES

PROPETY	UNIT	GRADE					TEST METHOD
		1 1	2 2	3 3	4 4	5 5	
Normal through flow @ 100 mm head	$l/m^2/s$	20	20	20	20	20	SABS 0221-88
Planar through flow under a confining pressure of 100 kPa	l/m/h	10	14	19	26	34	ASTM D4716-87

The contractor shall submit a sample 1,0 m x full roll width as well as commercial literature showing the flow curves of each grade of geotextile he proposes to use. Before bringing the material onto site the contractor shall obtain the approval of the engineer for the make and grade of material to be used. The engineer may, at any time, require random samples of the material used on site to be tested from time to time. Products found to vary markedly from the specified norms may be rejected and replaced at the contractor’s cost.

(iv) Composite in-plane drainage fabric (for geocomposite drain)

The geocomposite drain shall, excluding the pipe, consists of a synthetic drain core sandwiched between two layers of geotextile. The geotextile shall allow the free passage of water, but not the soil particles, and the thicker drain core shall permit the water to move in the plan of the composite with virtually no head loss.

The geotextile shall comply with the requirements of Sub clause (iii) above.

The drain core shall be manufactured from any suitable synthetic polymer. It shall not be subject to degradation by the chemicals and organisms encountered in normal soils. Immersion in fresh or sea water during its design life shall not significantly alter the specified properties of the material.

The thickness of the drain core shall not be reduced by more than 30 % under a confining pressure of 100 kPA.

The geotextile jacket shall not reduce the flow capacity of the geocomposite drain by more than 50 % under a confining pressure of 100 kPA.

(b) Crushed stone

The crushed stone used for subsurface drains shall be clean, hard, durable, crushed stone from approved sources. The aggregate crushing value of the stone shall not exceed 30 when tested in accordance with method B1 of TMH1.

The crushed stone shall conform to the following grading:

GRADE	SIEVE SIZE (mm)	PERCENTAGE PASSING BY MASS
Course grade	26,5	100
	13,2	60 – 85
	6,70	15 min
	2,36	15 max

The aggregate shall be evenly graded between the coarse and fine fractions with no excessive discontinuities.

B2107 MEASUREMENT AND PAYMENT

Add the following new items:

"Item **Unit**

B21.08 (b)
(i) Unplasticised PVC 150mm pipes perforated metre (m)

Measurement and payment shall be as specified for item 21.08(e) in the standard specifications.

Item **Unit**

SECTION B2200: PREFABRICATED CULVERTS

B2201 SCOPE

Add the following:

"All rectangular culverts with spans from 0,9m up to and including 2,4m shall be constructed with precast units.

The attention of the contractor is drawn to the fact that information given on the plans, longitudinal sections or drainage schedules may have to be altered to suit actual site conditions and, therefore, the contractor shall only construct these culverts after the Employer's Agent has verified the information on the drawings from detail surveys taken on site by the contractor as directed by the Employer's Agent.

Precast units shall be ordered by the contractor from actual measurements of length acquired on the site and not from lengths stated in the drainage schedule or from the bill of quantities.

No precast units shall be ordered until the Employer's Agent has satisfied himself that the proposed units have been manufactured to the required tolerances and loading standards. The Employer's Agent must be given the opportunity to load test units if he considers this necessary".

B2203 MATERIALS

(f) Skewed Ends

Delete the second and third paragraphs and substitute with the following:

"Precast portal and rectangular culverts placed on a skew shall be supplied with cast in situ skewed ends as shown on the drawings. In situ skew ends are to be constructed simultaneously with the wing walls and headwalls".

B2204 CONSTRUCTION METHODS

Add the following:

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

(c) Excavation by hand

Where circumstances prevent the use of mechanical excavators and material can be removed only by hand tools, the Employer's Agent shall authorise the supplementary payment to the contractor for such work at the tendered rates for excavation by hand should he be satisfied that the contractor had been unable to prevent the necessity for excavation by hand by proper planning and precautionary measures. The supplementary rate for excavation by hand shall not apply to minor finishing or clearing jobs in excavations which are otherwise being done by mass excavation plant.

Payment for hand excavation shall be an "extra over" payment to normal excavation as allowed for in item 22.01.”

B2205 EXCAVATION FOR CONSTRUCTION BY TRENCH METHOD

Add the following sub clauses:

"(c) Excavation by hand

Where circumstances prevent the use of mechanical excavators and material can be removed only by hand tools, the Employer’s Agent shall authorise the supplementary payment to the contractor for such work at the tendered rates for excavation by hand should he be satisfied that the contractor had been unable to prevent the necessity for excavation by hand by proper planning and precautionary measures. The supplementary rate for excavation by hand shall not apply to minor finishing or clearing jobs in excavations which are otherwise being done by mass excavation plant.

Payment for hand excavation shall be an "extra over" payment to normal excavation as allowed for in item 22.01.

d) Drainage of excavations

The contractor shall apply suitable, effective drainage and dewatering methods for preventing the ingress of water into the excavation and to keep them dry.

Drainage measures, with the exception of pumping, shall be maintained until the backfilling has been completed. Between various construction stages, pumping may be interrupted in consultation with the Employer’s Agent.

Any draining or pumping of water shall be done in a manner as will preclude the concrete or materials or any part thereof from being carried away.

Allowance for measurement and payment for dewatering and keeping dry of culvert excavations is made in the schedule in this section”.

B2210 LAYING AND BEDDING OF PREFABRICATED CULVERTS

B.2210(b)(i) Cast in situ invert slabs

Replace with the following:

"In accordance with the drawings, transverse construction joints are required in cast in situ concrete invert slabs for portal culverts. In addition, longitudinal construction joints as shown on the drawings between the invert slabs of each of the barrels of multiple culverts are required. Allowance for measurement and payment for a Class F1 surface finish and soft board in these joints is made in the bill of quantities. No payment shall be made for formwork on the outside edges of invert slabs (closest to excavated face).

All culverts (precast as well as in situ) shall be constructed with an in situ reinforced concrete floor laid on a 75mm concrete screed".

Delete sub clause B.2210(b)(ii) : “Prefabricated floor slabs.”

B2211 BACKFILLING OF PREFABRICATED CULVERTS

Change the last sentence in the fourth paragraph to read "90% or 93% as shown on the drawings or as directed by the Employer’s Agent."

B2212 INLET AND OUTLET STRUCTURES, CATCHPITS AND MANHOLES

(b) Concrete work

Add the following:

“The type of surface finish for in situ concrete in the culverts shall be as indicated on the drawings. Generally, all exposed faces shall be of Class F2 formwork and faces covered by backfill shall be Class F1. The top of parapet walls and wing walls shall be finished to a Class U2 surface finish.”

(h) Prefabricated inlet and outlet structures

Add the following:

“The use of precast concrete inlets and outlets as described in clause 2212(h), shall not be allowed under any circumstances. Cast in situ concrete wingwall type inlets and outlets shall be constructed as indicated on the drawings and shall be in accordance with section 6000 of the Standard Specifications. Allowance for measurement and payment for wingwall type inlets and outlets is made in the schedule in this section.”

SECTION B2300: CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES AND CONCRETE LINING FOR OPEN DRAINS

B2301 SCOPE

Add the following to this clause:

“This section also covers the replacement of damaged concrete kerbing, channelling and lining.”

B2304 CONSTRUCTION

(a) Excavation and preparation of bedding

Replace the heading of B2304(a)(i) with the following:

"(i) Kerbs, channels and edge beams”

(b) Prefabricated concrete kerbing and channelling

Add the following:

"A 10 mm wide joint and filler shall be provided every 20 metres through the kerbing and channelling. The colour of the filler shall match the colour of the kerbing.

Curved kerbing of radius less than one metre shall be cast in situ. Units for curved kerbing of radius greater than 1 m up to 4 m shall be of nominal length 0,3 m. Units for curved kerbing of radius greater than 4 m up to 20 m shall be of nominal length 0,5 m. Units for radius exceeding 20 m shall be of nominal length 1 m. Any associated channelling shall also comply with the above requirements."

(i) Construction sequence

Add the following sub clause:

“(iv) Where concrete edge beams are constructed at intersection areas and access points.”

The specifications for (i), (ii) and (iii) shall apply *mutatis mutandis* to edge beams."

Add the following sub-clause:

“(l) Removal of existing kerb and channel

Where shown on the drawings and/or indicated by the Employer’s Agent, the existing kerb and channel shall be removed and transported to spoil as directed.”

SECTION B3300: MASS EARTHWORKS

B 3302 MATERIALS

(a) Roadbed and cut

Add the following:

"The CBR of the upper 150mm of the roadbed shall be not less than 10 at 90% of modified AASHTO density and the CBR of the lower 150mm layer shall not be less than 7 at 90% of modified AASHTO density. If this is not attainable the material shall be deemed as unsuitable and treated in accordance with subsection 3305(a) Removing unsuitable material."

(b) Fill

Add the following to paragraph (ii):

"The top 150mm of the fill shall have a CBR not less than 10 at 90% of modified AASHTO density while the lower 150mm layer shall have a CBR of not less than 7 at 90% of modified AASHTO density."

(iii) Compaction requirements, minimum in-situ dry density

Add the following after the first paragraph:

All fills shall be compacted to 90% of modified AASHTO density unless otherwise specified by the Employer's Agent.≅

Add the following to paragraph (iv):

AThe maximum swell at 100% Mod ASSHTO density compaction shall not be more than 2%."

B3305 TREATING THE ROADBED

(a) Removing unsuitable material

Add the following to the third paragraph:

"For the purpose of this contract, excavation and removal of in-situ clayey material over areas where the road is in a fill condition, shall be classified as removal of unsuitable material, irrespective of the stability or moisture condition of the in-situ material".

(b) Preparing and compacting the roadbed

Delete the last sentence of the first paragraph “If necessary, roadbed……. depth of compaction” and replace as follows:

“Where demarcated by the Employer’s Agent, prior to the roadbed being scarified, the excess in situ material forming part of the present roadway, and within the limits of the roadbed, and in close proximity of the layer works, but falling within the limits of the layerworks, shall be bladed to controlled level in order to achieve the required level and necessary depth of compaction.”

B3307 FILLS

(c) Constructing a pioneer layer

Add the following to the first paragraph:

"For the purpose of this contract, pioneer layers shall be completed by means of eight-pass roller compaction using vibratory rollers as specified in sub clause 3304(b) of the standard specifications.”

(d) Benching

Add the following:

“Benching of fill and pavement layer material is required to be undertaken into the existing fill embankments and pavement layers. No additional payment shall be made over and above the normal pay items applicable to earthworks and pavement layers where benching is required for widening of the existing road formation. Benching shall be undertaken as shown on the drawings.

It is a requirement that benching shall always be started at the bottom of the existing fill progressing to the top of the formation. The dimensions and details of benching are shown on the drawings.”

B3306 CUT AND BORROW

(c) Borrow

Replace the first sentence of the second paragraph of this sub clause with the following:

"Where insufficient material is available for fill from cut, material will be imported from commercial sources, or stockpiled natural gravels excavated from commercial sources or mines. The contractor shall use only material that conforms to specification."

(e) The temporary stockpiling of materials

Replace the first paragraph with:

“The contractor shall plan his activities so that materials imported from commercial sources can be directly transported to and placed at the designated points.

The temporary stockpiling of material shall not be paid for separately and full compensation shall be deemed to have been included in the rates tendered for the various payment items for work for which the material is to be used.”

SECTION 3400: PAVEMENT LAYERS OF GRAVEL MATERIALS

B3402 MATERIALS

(a) General

(i) Selected layer

Materials for the selected layer shall be obtained from commercial sources and comply with the following:

(1) Lower selected layer:

- Minimum CBR at specified density 15

(2) Upper selected layer:

- Minimum CBR at specified density 20
- Maximum plasticity index 3GM + 10
- Minimum grading modulus 0,75

(ii) Subbase layers

The subbase layers shall be constructed from material obtained from an approved borrow pit material source. Either the upper subbase layer or both subbase layers shall be stabilized. Stabilisation shall be as directed by the engineer.

Materials used in the subbase layers shall comply with the following requirements prior to the addition of the stabilizing agent:

(1) Lower subbase layer:

- Minimum grading modulus 1,20
- Maximum plasticity index(if layer not stabilised) 6
- Minimum CBR at required density(if layer not stabilised) 4.5
- Maximum size of aggregate 63 mm

(2) Upper subbase layer:

- Minimum grading modulus 1,50
- Maximum size of aggregate 63 mm

Materials used in the subbase layers shall comply with the following requirements after the addition of the stabilizing agent:

(1) Lower subbase:

- Minimum UCS at specified density 1 000 kPa
- Maximum plasticity index 6

(2) Upper subbase:

- Minimum UCS at specified density 1 200 kPa

- Maximum plasticity index 6

(iii) Gravel shoulders and gravel wearing course

Gravel shoulders and gravel wearing course shall be constructed from material imported from an approved borrow pit. The gravel shoulders and the gravel wearing course shall be unstabilized.

Materials for shoulders and gravel wearing course shall comply with the following:

- Oversize index < 5%
- Shrinkage product (LS x % < 0,425 mm) 100 – 365
- Grading co-efficient (% < 26,5 mm - % < 2,0 mm) x % < 4,75 mm/100 16 – 34
- CBR at 93% of modified AASHTO density > 15

(b) Compaction requirements

The minimum in-situ dry density required for the various layers, in terms of modified AASHTO density, are as follows:

- Lower selected subgrade 90%
- Upper selected subgrade 93%
- Lower subbase 95%
- Upper subbase 97%
- Shoulders 93%
- Gravel wearing course 93%

B3404 RECYCLING OF EXISTING PAVEMENT LAYER

Add the following paragraph:

"The recycling is upto the depth of 300mm, it should include the stabilization of the insitu material using CEM II 42.5 cement and then compacted to 97% of modified AASTHO density. The tendered tariffs must make provision for the recycling of the materials or pavement layers, irrespective of the type or compressive strength of the material."

B3405 CONSTRUCTION TOLERANCES

(a) Level

Add the following paragraph:

"The spacing of level control poles for the construction of layerworks shall not exceed ten meters in the longitudinal direction unless otherwise authorized by the engineer".

B3406 ROUTINE INSPECTION AND TESTS

Statistical control on layer thickness, compaction and stabiliser content will be applied in accordance with Section 8100 Quality Control (Scheme 2).

B3407 MEASUREMENT AND PAYMENT

Add the following sub item to item 34.01(a) and renumber the item to B34.01(a)(iii):

"Item		Unit
B34.01 (a)(iii)	**90% of modified AASHTO density** (specify compacted layer thickness)	cubic metre (m^3)

Measurement and payment shall be as specified for item 34.01 of the standard specifications.

Add the following sub item to item 34.01(d) and renumber the item to B34.01(d)(iii):

"Item		Unit
B34.01 (d)(iii)	**97% of modified AASHTO density** (specify compacted layer thickness)	cubic metre (m^3)

Measurement and payment shall be as specified for item 34.01of the standard specifications.

Add the following pay item:

Item		Unit
B34.14	**Pavement layers constructed from gravel from Commercial Sources including all haulage:**	
(a)	Gravel selected layer (unstabilized gravel material) compacted to:	
(i)	93% of modified AASHTO density (150 mm thick)	cubic metre (m^3)
(c)	Gravel subbase (unstabilized crushed material) compacted to:	
(i)	95% of modified AASHTO density (150 mm thick)	cubic metre (m^3)
(d)	Gravel subbase (chemically stabilized gravel material) compacted to:	
(iii)	97% of modified AASHTO density (150 mm thick)	cubic metre (m^3)

(e) Gravel subbase for sidewalks (chemically stabilized gravel material) compacted to:

(iii) 97% of modified AASHTO density (150 mm thick) cubic metre (m^3)

Measurement shall be according to item 34.01 of the standard specifications.

The tendered rate shall include full compensation for:

Procuring hard material, breaking down, placing and compacting the material, including transporting the material for an unlimited haul distance and its removal, disposal and transporting for an unlimited haul distance of all oversize material, and the protection of the layer and the conducting of control tests, all as specified.

The mechanical modification of the untreated layer (crushed dump rock material or gravel material) by adding soil binder or mixing the crushed dump rock with material from another source.

Providing an appropriate crushing and/or screening plant, transporting the plant to site, erecting, commissioning and finally dismantling it, and loading and transporting it away from the site or to the point where it is to be re-erected, regardless of the number of types of material treated.

The crushing and or screening of the mine dump rock, including all labour, plant, fuel, power supply ,water , handling, processing, stockpiling, loading, for transportation to the point of final use, and or disposing of any material screened out and discarded.

Conforming to all safety requirements of the mine manager including conditions set by him for working on mine property, the Occupational Health and Safety Act, the Mine Health and Safety Act No 29 of 1996 and Amendment Act No 72 of 1997 and the requirements of the Environmental Management Plan including all incidentals necessary.

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SECTION 3500 : STABILIZATION

B3502 MATERIALS

The actual application rate of the stabilization agent used in any specific material or layer shall be determined by the engineer.

All references to “Ordinary Portland Cement” shall be replaced with “Portland composite cement (CEM II 32,5)”.

(f) Application rate

The nominal application rate of chemical stabilizing agents for tender purposes shall be 80 kg/m³

B3503 CHEMICAL STABILIZATION

(i) Construction limitations

In table 3503/1, delete “8 hours” for ordinary Portland cement and cement blends and replace with “6 hours”.

B3506 TOLERANCES

(b) Uniformity of mix (chemical stabilization)

Add the following:

“The method described under 3506(b)(ii) shall be applicable to this contract.”

B3507 ROUTINE INSPECTION AND TESTS

Statistical control as per Section 8300 (Scheme 2) will apply.

Add the following sub-clause:

(j) Rejection of stabilized layers

Where newly constructed layers have been stabilized and have been rejected, the following shall apply:

(i) if rejected within seven (7) days of construction – 50% stabilizing agent shall be added and the layer reworked.

(ii) if rejected more than seven (7) days of construction – the material shall be removed and replaced and the layer reworked with 100% stabilizing agent.

SECTION 3600 : CRUSHED-STONE BASE

B3602 MATERIALS

Add the following new sub clause:

"(e) Durability

The durability property of aggregates derived from the basic crystalline group shall be assessed be means of the Ethylene Glycol Durability Index. When tested in accordance with the method prescribed in B8105 (g) the Durability Index shall not exceed 4. In addition, the 10% FACT value obtained after soaking in ethylene glycol for four days shall not be less than 70% of that obtained on the unsoaked sample. Where any values are obtained that fall outside the above requirements, a detailed assessment of the quarry shall be undertaken together with a specialist mineralogical evaluation of both the coarse as well as fine fractions in order to assess the long-term durability properties of the material.

For Basic Crystalline rocks, Arenaceous rocks, Argillaceous rocks and Diamictites the Durability Mill Index (DMI) shall be less than 125. For all other rock types, the DMI shall not be more than 420, subject to the percentage passing the 0,425mm sieve not increasing by more than 8 percentage points during the Durability Mill test."

SECTION 3800 : BREAKING UP EXISTING PAVEMENT LAYERS

B3807 MEASUREMENT & PAYMENT

ITEM

B38.01; 38.02 and 38.04

Substitute "free-haul distance of 1,0km" with "free-haul distance of 5.0km". Overhaul shall be paid under section 1600 and shall only apply to loads in excess of 3m3 hauled outside a radius of 5km, for smaller loads or dump site located closer than 5km the rate shall include overhaul. Payment for dumping costs are payable under item B17.08.

ITEM

B38.15 Moving of milling machine on the site

Substitute "distance of 1,0km" with "distance of 5.0km".

ITEM

B38.02 Milling of existing bituminous material with an average depth of:

Add to payment item:

"The tendered tariffs must make provision for the milling of bituminous materials and pavement layers, irrespective of the type or compressive strength of the material."

Replace "stockpile" with

"stockpile or to approved spoil site"

SECTION 3900 : PATCHING AND REPAIRING EDGE BREAKS

B3904 patching
(c) excavating pavement material:
Add the following:
Only the existing surfacing may be removed for the excavation unless otherwise instructed by the engineer. Excavated material must be removed on the same day on which it is excavated and spoiled to the approved spoil site."
(d) backfilling excavations
Add the following:
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"the backfilling of excavations must be done in layers. Every layer must be compacted before placing the next layer. The maximum layer thicknesses allowed for patching are:

- gravel 75mm/layer
- crushed stone 75mm/layer
- asphalt base coarse (26.5mm aggregate) 50mm/layer
- asphalt surfacing 25 - 30mm/layer

B3907 measurement & payment
Item
B39.02; 39.03 and 39.05
Substitute "free-haul distance of 1,0km" with "free-haul distance of 5.0km". Overhaul shall be paid under section 1600 and shall only apply to loads in excess of 3m3 hauled outside a radius of 5km, for smaller loads or dump site located closer than 5km the rate shall include overhaul. Payment for dumping costs are payable under item b17.08.
Item
B39.02 excavation in existing pavement for patching.
Replace (a), (b) and (c) with:
(a) all types of material.
"no distinction will be made for different types of material; rates include all types of materials. The rate bided shall be inclusive for excavation in all types of materials i.e. Asphalt, bituminous seals and overlays, cemented gravel layers, crushed stone layers etc."

SECTION B4200: ASPHALT BASE AND SURFACING

B4202 MATERIALS

(a) Bituminous binders

(i) Conventional binders

Add the following:

"The binders to be used shall be as follows:

(a) Continuously graded surfacing course: 60/70-penetration grade bitumen

(b) Continuously graded base: 40/50-penetration grade bitumen."

(b) Aggregates

Add the following paragraph to the introductory description:

"Asphalt mixes shall be manufactures using different individual single size coarse aggregates fractions and crushed fine aggregates blended to conform to the specified grading requirements. The use of natural sands shall only be permitted if approved by the engineer and shall be limited to a maximum of 5% for continuously graded mixes. All aggregate in excess of 4,75 mm shall consist of individual nominal single sized aggregate. For stone mastic asphalt mixes all aggregate fractions in excess of 2,36 shall consist of individual single size fractions. Contractors shall note that commercial suppliers may not be able to supply all the required single size aggregates, in which instance arrangements will have to be made for additional on site screening. No additional payment shall be made for screening aggregate. The use of run of crusher type materials shall not be permitted."

(v) Absorption

Add the following sentence:

"In addition, the total binder absorption of the combined coarse and fine aggregate blend shall not exceed 0,5%"

(viii) Grading

Delete the second paragraph commencing with "The target grading…" *and add the following paragraphs:*

The grading limits for the combined aggregate grading for the asphalt surfacing shall be as specified in table 4202/7: Continuously graded medium grade.

(c) Fillers

Delete the second last sentence of the first paragraph and replace with:

"With the exception of stone mastic asphalt, in no instance shall more than 2% by mass of active filler be used in the mixes."

Add the following after the last paragraph:

"For tender purposes the active filler shall be hydrated lime."

B4203 COMPOSITION OF ASPHALT BASE AND SURFACING MIXTURES

In the first paragraph, third last line, after "or active filler content" *add*:

"or aggregate content"

Replace the fifth paragraph with the following:

"The design of the asphalt mixes shall be in accordance with "Interim Guidelines for the Design of Hot-Mix Asphalt In South Africa (June 2001)", and appropriate research results. The mix properties and requirements shall be as specified in the project specifications"

The relevant asphalt mixes for the base and surfacing layers shall comply with the requirements in table B4203/2.

TABLE B4203/2: ASPHALT MIX REQUIREMENTS: BASE AND SURFACING

Property	Continuously graded surfacing mixes
Marshall Stability (kn)	8 – 18
Marshall Flow (mm)	2 – 6
Stability /Flow (kN/mm)	> 2,5
VMA (%)	> 15
VFB (%)	65 – 75
Air voids (%)	4 – 6
Indirect tensile strength @ 25 °C (kPa)	> 1 000
Dynamic Creep Modules @ 40 °C (MPa)	> 20
Modified Lottmann* (TSR)	> 0, 8
Air permeability @ 7% voids (cm^2)	< 1 x 10 –8
Binder film thickness (microns)	5,5 – 8,0
Filler bitumen ratio	1 – 1,5
Immersion index (%)	-

* At 7% voids

B4205 GENERAL LIMITATIONS AND REQUIREMENTS AND THE STOCKPILING OF MIXED MATERIAL

(c) Surface requirements

(iii) Tack coat

Add the following paragraph:

"Hand spraying shall only be permitted on areas approved by the engineer. The binder distributor shall be capable to apply the binder evenly over the full area. The equipment shall comply with clause 4103. Tack coat shall be applied to all transverse and longitudinal joints by hand utilizing a paint brush."

B4206 PRODUCING AND TRANSPORTING THE MIXTURE

(c) Transporting the mixture

Add the following paragraph:

"Special precautions shall be taken by the contractor to ensure that the temperature of the total mass of asphalt does not decrease by more than 10 °C from point of dispatch to the point where it is to be paved. The use of the thermal blankets is obligatory.

The contractor shall ensure that trucks used to haul asphalt are not overloaded and the legal axle loads are not exceeded. Before any asphalt can be transported, the contractor must provide the engineer with the certified carrying capacity of each truck intended for the purpose of transporting the mix. The contractor shall provide the engineer with a weighbridge ticket before discharging into the paver hopper.

ANY truck that is overloaded shall not be allowed to discharge its load and shall return to the depot/batching plant for adjustment of the load. In addition a penalty shall be applied for the overload."

Add the following sub-clause:

"**(f) Approval of asphalt mixture**

Before any asphalt is placed on the road, the engineer shall approve the mix design. The approval process shall be as follows:

The contractor shall prepare and submit a laboratory design mix with test results at four different bitumen contents. The design mix shall be submitted on the prescribed form D3 of TMH 10: 'Instruction for the Completion of As-Built Materials Data Sheets' with all the necessary test results completed. In addition, the proposed asphalt mixture shall be subjected to gyratory testing. All the expenses in preparing and submitting the laboratory design mix shall be to the contractor's cost.

Samples of all aggregate and bitumen shall be submitted with the laboratory design mix to enable the engineer to carry out check design testing as necessary. The above design and aggregate shall be submitted to the engineer at least six weeks before it is intended to commence with any asphalt production."

B4208 JOINTS

Add the following to this clause:

"Where the difference in level between the new work and the existing road surface exceeds 25 mm, joints shall be treated as follows:

Transverse steps at the end of a day's work shall be tapered off at a slope of 1 vertical to 20 horizontal (1:20) to tie in with the existing surface. The tapered section shall be removed before surfacing is recommenced and a joint formed in accordance with clause 4208 of the specification.

Longitudinal joints exposed to traffic shall be provided with a taper of compacted asphalt material over the full length of the exposed joint. The width of the taper shall be at least 5 times the difference in level between the old and new work.

All costs involved in the provision and removal of these temporary ramps shall be deemed to have been included in the rates tendered for the relevant asphalt pay item."

B4214 QUALITY OF MATERIAL AND WORKMANSHIP

(c) Routine inspection and tests

Add the following paragraphs:

"The contractor shall keep accurate records of:

(i) The position where every truckload of asphalt is paved (chainage, lane, time and date).

(ii) The temperatures of the asphalt in the trucks both at the mixing plant and at the paving equipment immediately prior to discharging the load.

(iii) The truck and load number from which control samples are taken. All samples taken shall be appropriately numbered.

Test results and measurements will be assessed in accordance with the provisions of section 8200."

Add the following sub-clause:

"**(d) Special tests**

n-Heptane-Xylene Equivalent (Spot test) (AASHTO-T102)

If the engineer suspects that bitumen or asphalt has been overheated, he may order that the bitumen, or the bitumen recovered from the asphalt, be subjected to the Spot Test. Recovery of binder for use in the Spot Test shall be carried out according to an approved method.

Any bitumen having an n-Heptane-Xylene equivalent in excess of 36, or in excess of the manufacturers test result on the dispatched stock, shall be considered to have been overheated and shall be deemed to be rejected unless proven otherwise."

SECTION 5100: PITCHING, STONEWORK AND PROTECTION AGAINST EROSION

B5102 Materials

Add the following:

Paving Blocks for sidewalks can also be replaced with insitu concrete designed and constructed as per NKOMAZI LOCAL MUNICIPALITY standard drawings

SECTION 5200: GABIONS

B5201 SCOPE

Add the following paragraph

"This section also covers the removal, dismantling and stacking of existing gabion work, and the reuse of these materials where authorised by the engineer."

B5203 CONSTRUCTION OF GABION CAGES

(a) General

Add the following new sub-clause:

"(iii) Reno mattresses or similar may be used as alternative to gabion boxes. These Reno mattresses are to be manufactured of 80mm x 100mm mesh (2,5mm diameter wires, diaphragm spacing 0,6m).

B5204 CONSTRUCTING GABIONS

(c) Assembly

Delete and substitute with:

(c) Assembly, erection and stretching

(i) Assembly

"Prior to assembly, the gabion material shall be opened out flat on the ground and stretched to remove any kinks and bends. The gabion boxes shall then be assembled individually by raising the sides, ends and diaphragms ensuring that all creases are in the correct position and that the tops of all four sides are even. The four corners of the gabion boxes shall be laced first followed by the edges of internal diaphragms to the sides. In all cases lacing shall commence at the top of the box by twisting the end of the lacing wire around the selvages. It shall then be passed round two edges being joined, through each mesh in turn and securely tied off at the bottom. The ends of all lacing wire shall be turned to the inside of the box on completion of each lacing operation.

(ii) Erection

Only assembled boxes, or groups of boxes, shall be positioned in the structure. The side, or end, from which work is to proceed, shall be secured to either completed work or by rods or stakes driven into the ground at the corners. These must be secured and reach at least to the top of the gabion box. Further gabions shall then be positioned in the structure as required, each being securely laced to the preceding one at all corners and diaphragm points.

(iii) Stretching

On completion of erection of a suitable length of gabion, the gabion boxes shall be stretched using a wire strainer or winch of at least one ton capacity firmly secured to the free end of the assembled gabion boxes.

Whilst under tension the gabion boxes shall be securely laced along edges (top, bottom and sides) and at diaphragm points, to all adjacent boxes and shall thereafter be filled."

(d) Rock filling

Add the following new sub-sub-clause:

(iii) General

"Filling shall be carried out only whilst gabion boxes are under tension. Filling material shall consist of rock of size not less than 120mm and not greater than 250mm so placed to produce a neat face and line with a minimum of voids.

Internal horizontal bracing wire shall be provided at 500mm vertical centres or such spacing to ensure a ratio of four to every 1m³ of filling. These bracing wires shall be wrapped around two mesh wires and extended from front to back so positioned to ensure a neat face and line free of excessive bulges and depressions. Gabion boxes shall be filled in stages and horizontal bracing wires inserted as filling is brought up.

Similar bracing wires used vertically shall be provided in 0,5mm deep gabions at 330mm horizontal centres where water falls directly onto gabions or where a neat face is required.

Tension on the gabion boxes shall be released only when sufficiently full to prevent the mesh from slackening.

Gabion boxes shall be overfilled by 20 to 50mm above their tops to allow subsequent settlement of the filling."

Add the following new sub-clauses:

(e) Final wiring

“Closing and wiring down of lids shall proceed as soon as possible after filling operations and certainly in the likelihood of storms or floods during construction. The wiring down shall consist of wrapping around wire at such intervals as required or specified.

Lids shall be stretched tight over the filling with bars and wired down securely through each mesh along all edges, ends and diaphragms. The ends of all tying and bracing wires shall be turned into the gabion box on completion of all lacing operations.

Tightness of mesh, well packed filling and secure lacing is essential in all structures.”

(f) Removal, dismantling and stacking of gabions

“Existing gabions, either damaged or not, that require to be removed or moved to a new location shall be dismantled. Material not required for re-assembly or unsuitable for re-use shall be neatly stacked at approved locations in accordance with the engineer’s instructions. Payment will be made only for gabions removed in accordance with the written instruction of the engineer.

Where gabions require moving, or as declared suitable by the engineer are re-usable, the contractor shall re-use all the material, plus supply such new materials as may be required to re-assemble the gabion again to the standard specification for new gabions.

SECTION B5600: ROAD SIGNS

B5601 SCOPE

Replace "South African Road Traffic Signs Manual" *in the second paragraph with*:

"SADC Road Traffic Signs Manual"

B5603 MANUFACTURING OF ROAD SIGN BOARDS AND SUPPORTS

(a) Road signboards

Add the following:

"The contractor shall make every effort to ensure that signboards are correct in all respect and before dispatching the boards from the manufacturer's factory shall provide the engineer with a 100mm x 150mm colour photograph of each sign face for approval of the correctness of the legend. Such approval will not imply final acceptance of the board. If the contractor is in any doubt as to the correctness of the sign detail, the sign designer shall be contacted for verification."

(ii) Steel profile road signboards

Add the following:

"Chromadek section shall be assembled in accordance with the details of Standard Plans SP-B-12-Sheets 4 and 5 and SP-B-4-Sheets 33E and 34E.

Where the letter or legends cross the horizontal joints of the sign panels, the letter shall be cut on the joint and both ends folded around the radius.

Retro-reflective material to adjoining Chromadek panels on a sign shall be practical visual match of the specified colour."

B5604 ROAD SIGN FACES AND PAINTING

Add the following sub-clause:

"**(e) Application of retro-reflective material**

All sign faces shall be faced with retro-reflective material. Painted front sign faces shall not be used.

Where applied to Chromadek sections, retro-reflective material shall be applied as specified for aluminium section in Clause 5603(d) of the Standard Specification, and of Clause B5603(a)(ii) of this Project Specification."

B5605 STORAGE AND HANDLING

Add the following:

"The following shall not be allowed on the sign face:

- Drilling of holes, except for the fastening of overlays
- Application of any form of adhesive
- Cleaning with any chemicals that are not specifically approved by the manufacturer of the retro-reflective material.
- Covering the sign face with an impermeable material that does not allow free circulation of air."

B5606 ERECTING ROAD SIGNS

(c) Erection

Add the following:

"After erection the signboard shall be thoroughly cleaned with a cleaning agent approved by the retro-reflective material's manufacturer.

All vegetation obstructing the new or replaced sign board shall be removed and disposed of as instructed by the engineer."

B5608 DISMANTLING, STORING AND RE-ERECTING EXISTING ROAD SIGNS

Add the following:

"Existing overhead and ground mounted road signs that are being replaced by new signs shall be dismantled and disposed of by the Contractor. Where possible the dismantling of the signs shall not be before the replacement sign is erected and displayed. Where dismantling of the sign is required before erection of the replacement sign, the dismantling shall not take place until immediately before work is to commence on the replacement, and the replacement shall be completed and the new sign displayed as soon as possible thereafter (within 72 hours).

Dismantling shall include sign panels and ground mounted sign supports.

Ground mounted sign supports shall be cut off just below ground level. Material excavated for removal of buried poles shall be replaced, and any depression made good using excess material from excavation for new signs.

Pay items are provided in the Pricing Schedule. Payment will differentiate between different types of sign panels."

B5610 SUPPLY AND ERECTION OF PERMANENT STREET NAME SIGNS AT INTERSECTIONS AND AT THE LOCATIONS INDICATED ON THE DRAWINGS OR AS DIRECTED BY THE ENGINEER

Add the following:

"Permanent street names will be installed by SMME's at respective locations."

B5609 MEASUREMENT AND PAYMENT

Item	Unit
B56.01 Road sign boards with painted or coloured semi-matt background. Symbols, lettering, and borders in semi-matt black or in Class I retroreflective material, where the sign board is constructed from:	

Amend the last two lines of the second paragraph to read:

“completion, delivery, installation of the road sign board complete as specified, and the removal and disposal of all vegetation obstructing the motorists’ view of the new or replaced sign board.”

Item	Unit
B56.10 Supply and erection of permanent street name signs at intersections and at the locations indicated on the drawings or as directed by the engineer	

Add the following:

“Road sign boards with painted or coloured semi-matt background. Symbols, lettering, and borders in semi-matt black or in Class I retroreflective material, where the sign board is constructed from.”

SECTION 5700 : ROAD MARKINGS

B5701 SCOPE

Road marking plans shall be issued during construction

B 5707 APPLYING THE PAINT

(c) *Replace the last paragraph with the following:*

"Permanent road marking work as specified by the engineer shall be carried out within 14 days of opening the road full width to traffic after the completion of the double seal surfacing."

.

Add the following:

"B5715 ESTABLISHMENT OF PAINTING UNIT

Allowance is made in the schedule of quantities for the re-establishment of the painting unit at designated intervals during the contract period. The engineer will instruct the re-establishing of the painting unit as required."

B5714 MEASUREMENT AND PAYMENT

Add the following new items

"Item		Unit
B57.10	**Speed hump, complete with markings as per standard drawing NKOMAZI LOCAL MUNICIPALITY-SD-RD-120**	Number (No)

The unit of measurement shall be the number of speed humps The tendered rate shall include full compensation for all items as specified.

"Item		Unit
B57.11	**Re-establishing the painting unit at intervals during the contract period**	number (No)

The unit of measurement shall be the number of times the painting unit is re-established on site during the contract period. The tendered rate shall include full compensation for all items as specified.

The tendered rate shall include full compensation for the re-establishment on the site and for later removing all special equipment, personnel, etc. as may be required for painting the road-traffic markings. The contractor will be paid at tendered rates for painting the road-traffic markings."

SECTION 5900 : FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS

B 5902 FINISHING THE ROAD AND ROAD RESERVE

Add the following:

"The contractor shall pay special attention to the collection and removal of all waste materials originating from surfacing and other roadworks activities. Excess aggregate or asphalt broomed from the road surface shall not be discarded onto the side-slopes of the road formation. These aggregates, together with all other materials trimmed or excavated from the road shall be collected and removed from the road reserve to the satisfaction of the engineer.

This requirement shall be incorporated in the tendered rates for item 59.01 of the Schedule of Quantities."

SECTION 7300 : CONCRETE BLOCK PAVING FOR ROADS

B 7302 MATERIALS

Replace with the following:

(d) Concrete

Cast insitu concrete edge beams, intermediate beams or sidewalk shall be constructed in accordance with the provisions of sections 6200, 6300 and 6400. Prefabricated kerbing and channelling shall comply with the requirements of section 2300

B 7127 MEASUREMENTS AND PAYMENT

Add the following new items

"Item **Unit**

B7302 **Cast in situ concrete edge and intermediate beams**

300mm x 100mm 30MPa Concrete…….. meter (m)

B7304 Trial section, not part of Permanent Work……Provisional Sum

C3.3 PARTICULAR SPECIFICATIONS

In addition to the Standardized and Project Specifications the following Particular Specifications shall apply to this contract and are bound in hereafter.

SECTION EMP ENVIRONMENTAL MANAGEMENT SPECIFICATION

SECTION OHS OHSA 1993 SAFETY SPECIFICATION

PAVING OF INTERNAL STREETS IN STEENBOK FOR NKOMAZI LOCAL MUNICIPALITY

PARTICULAR SPECIFICATIONS

SECTION EMP: ENVIRONMENTAL MANAGEMENT SPECIFICATION

EMP.1 General

In order to ensure that the construction works is carried out in an environmentally sensitive matter, strict compliance to the Environmental Management Plan (EMP) guidelines is required. The EMP will be bounded to this document under Part C4 (Post tender inclusion). The purpose of the EMP is to:

- Encourage good management practices through planning and commitment to environmental issues,
- Provide rational and practical environmental guidelines to:
  i. Minimise disturbance of the natural environment,
  ii. Prevent pollution of land, air and water,
  iii. Prevent soil erosion and facilitate re-vegetation.
- Adopt the best practicable means available to prevent or minimise adverse environmental impact,
- Develop waste management practices based on prevention, minimisation, recycling, treatment or disposal of wastes,
- Train employees and contractors with regard to environmental obligations.

EMP.2 Training and Induction of Employees

- The Contractor has a responsibility to ensure that all those people involved in the project are aware of and familiar with the environmental requirements for the project (this includes sub-contractors, casual labour, etc.). The EMP shall be part of the terms of reference for all contractors, sub-contractors and suppliers.

EMP.3 Complaints Register and Environmental Incident Book

Any complaints received by the project team from the public will be recorded. The complaint should be brought to the attention of the site manager, who will respond.

The following information must be recorded:

- Time, date and nature of the complaint,
- Type of communication (telephone, letter etc),
- Name, contact address and telephone number of the complainant,
- Response and investigation undertaken and
- Actions taken and by whom.

All complaints received will be investigated and a response given to the complainant within 14 days.

All environmental incidents occurring on the site will be recorded. The following information will be provided:

- Time, date, location and nature of the incident,
- Actions taken and by whom.

EMP.4 Site Cleanliness and Neatness

- Location of a construction camp is to be approved by the Engineer and is to be restored to its previous condition after completion of construction.
- The construction camp should preferably be fenced with a 1.8m bonnox fence or similar approved.

- All materials, equipment, plant and vehicles must be stored within the construction camp.
- A dedicated area must be made available for construction staff to change and store their personal belongings.

EMP.5 Access

- Access to existing water, schools, buildings, shops and residential properties must not be impeded during construction.
- Access water utilised by the Contractor must be maintained in good condition.

EMP.6 Borrow Pits

- Mining authorisations (permits) for borrow pits must be obtained from the Department of Minerals and Energy (DME) in consultation with the Department of Water Affairs and Forestry (DWAF).
- Spoil dumps resulting from borrow pits must not interfere with any natural surface drainage.
- Borrow pits must be rehabilitated after use in accordance with the requirements of DME and DWAF.

EMP.7 Dust Control / Air Quality

- Dust suppression measures must be implemented during construction by ensuring that all surfaces prone to dust generation are kept damp (e.g. use of water tanker).
- Ensure that vehicles and equipment are in good working conditions and that emissions are not excessive.
-
- Ensure that vehicles and equipment are in good working conditions and that emissions are not excessive.
- Special care must be taken in areas where the route passes close to schools and residential areas.
- The speed of construction vehicles must be reduced.

EMP.8 Fauna

- Contractor staff may not chase, catch or kill animals encountered during construction.

EMP.9 Fire Prevention and Control

- Smoking is prohibited in the vicinity of flammable substances.
- The contractor must ensure that fire-fighting equipment is available on site, particularly where flammable substances are being stored or used, and that construction staff are aware of where it is kept and how it is operated.
- Fires started for comfort (warmth) are prohibited, due to the risk of veld fires and risk to adjacent property owner's lands.

EMP.10 Grave Sites

- Gravesites in close proximity to the road must not be disturbed during construction.

EMP.11 Materials Handling and Spills Management

- Any hazardous materials to be used during construction (e.g. lime, fuel, paint, etc) are to be stored in a designated area at the campsite.
- The storage containers/facilities (including any diesel/petrol tanks) must be placed on an impermeable surface and surrounded by a bund wall, in order to ensure that accidental spillage does not pollute the environment.
- Workers must at all times be made aware of the health and safety risks associated with any hazardous substances used (e.g. smoking near fuel tanks), and must be provided with appropriate protective clothing/equipment in case of spillages or accidents.

- Ensure all staff and contractors undergo relevant training in the maintenance of equipment to prevent the accidental discharge or spill of fuel, oil, lubricants and other chemicals.
- Any spill of potentially hazardous materials must be cleaned up immediately (Potentially hazardous materials on site include paint, oil, grease, fuel, turpentine, etc).
- The area of contaminated soil or spill must be deposited into the hazardous waste container(s).
- The contractor should keep Peat, Sorb or a similar absorbent on site to clean up any spills. The absorbent must be stored in a designated area and be available for inspection.
- All spills are to be recorded in the environmental incident book.

EMP.12 Noise

- Noise generating activities must be restricted to between 07h00 and 17h00 Monday to Friday, unless otherwise approved by the appropriate competent person in consultation with adjacent landowners/affected persons.
- All equipment, vehicles and machinery must be in good working condition and be equipped with sound mufflers if necessary.
- Construction staff must be trained and made aware of not creating unnecessary noise such as hooting and shouting.

EMP.13 Pollution Control

- Soil and water pollution through usage of fuel, oil, paint, bitumen or other hazardous substances must be avoided.
- All construction vehicles are to be maintained in good working order so as to prevent soil or water pollution from oil, fuel or other leaks, and to reduce noise pollution.

EMP.14 Rivers and Streams

- During construction of bridge structures, there must be no obstruction of the water flow of rivers and streams.
- Excavated material must not be stockpiled on or near riverbanks, in order to prevent sedimentation occurring.
- Erosion control measures must be employed both during and after construction.
- No impediments to natural surface water flow, other than approved erosion control measures, must occur.

EMP.15 Safety

- Safety measures, such as detour signs, must be implemented during construction to ensure the safety of workers, pedestrians and drivers/passengers in vehicles in the vicinity of construction work.
- Special care must be taken in the vicinity of schools to ensure the safety of children wishing to cross the road under construction.
- The relevant signage (e.g. speed control signs) must be erected alongside the road during the operation phase in order to control traffic.
- Accommodation must be made for pedestrian pathways alongside the road during the construction and operation phases.

EMP.16 Soil Management

- Stormwater drainage pipes must be installed alongside the road in all areas susceptible to soil erosion.
- Erosion should be minimised by the construction of meadow drains and the planting of indigenous vegetation on the side slopes and drains to reduce flow velocity of stormwater.
- Spoil from cuts may be used in existing erosion galleys.
- Stone pitching and gabions should be constructed at pipe culvert outlets.
- Accidental spills of contaminants onto the ground e.g. oil, concrete, fuel and chemicals should be removed together with the contaminated soil.
- If necessary an absorbent such as Peat Sorb should be used the aid in cleaning up the spill. The contaminated soil should be disposed of in an appropriate container, depending on its classification.
- Servicing and re-fuelling of vehicles must only be carried out at construction camp.

EMP.17 Worker Conduct

Code of Conduct for Construction Personnel:

- Do not leave the construction site untidy and strewn with rubbish which will attract animal pests.
- Do not set fires.
- Do not cause any unnecessary, disturbing noise at the construction camp/site or at any designated worker collection/drop off points.
- Do not drive a construction-related vehicle under the influence of alcohol.
- Do not exceed the national speed limits on public water or exceed the recommended speed limits on the site.
- Do not drive a vehicle which is generating excessive noise or gaseous pollution (noisy vehicles must be reported and repaired as soon as possible).
- Do not litter along the waterides, including both the public and private water.
- Do not pollute any water bodies (whether flowing or not).
- No member of the construction team is allowed to enter the areas outside the construction site.

EMP.18 Traffic Disturbances and Diversions

- Any traffic diversions must be undertaken with the approval of all relevant authorities and in accordance with all relevant legislation.
- Wherever possible, traffic diversion must only take place on existing disturbed areas and remain within the existing road reserve.
- Traffic diversion routes must be rehabilitated after use.

EMP.19 Vegetation

- Only vegetation falling directly on the route must be removed where necessary.
- Alien vegetation within the road reserve must be eradicated, and management measures must be implemented for future control of these species.
- Vegetation that has been removed from large areas (e.g. on traffic diversion routes) during construction must be replaced with indigenous vegetation after construction has been completed.

EMP.20 Waste Management

- All general, non-hazardous waste must be placed in a skip container and disposed of at a registered waste disposal site.
- The contractor is to ensure that the portable toilet facilities at the campsite are properly maintained and in working order.
- No disposal, or leakage, of sewage must occur on or near the site.
- All hazardous waste (e.g. oil, paint, empty lime bags, contaminated wash water, etc) must be stored in leakproof containers and disposed of at a registered hazardous waste disposal site.
- The contents of waste storage containers must, under no circumstances, be emptied to the surrounding area. In general, littering, discarding or burying of any materials is not allowed on site or along the route.
- Adequate waste receptacles must be available at strategic points around the construction camp and site for all domestic refuse and to minimise the occurrence of littering.
- Concrete rubble must be collected and disposed of as directed by the Project Manager.
- Each working area must be cleared of litter and building waste (e.g. rubble, wood, concrete packets etc) on completion of the day's work.
- Any spill around the container(s) should be treated as per Section EMP11 and EMP16.

SECTION OHS : OHSA 1993 HEALTH AND SAFETY SPECIFICATION

OHS.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 2003, and all other safety codes and specifications referred to in the said Construction Regulations.

In terms of the OHSA Agreement in Section C1.2.4 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 and the Construction Regulations 2003.

This safety specification and the Contractor's own Safety Plan as well as the Construction Regulations 2003, shall be displayed on site or made available for inspection by all workers, employees, inspectors and any other persons entering the site of works.

The following are possible risks associated with this project:

- Lifting and lowering of materials and equipment from the ground onto the pipe pedestals (sewer)
- Deep excavations in soils requiring shoring or reducing of slopes
- Blasting of hard rock or demolition of concrete
- Movement of construction vehicles on site, taking into consideration steep slopes, other traffic and existing services
- Exposure to possible injuries due to mishandling or failure of power and hand tools
- Falling debris, tools and materials from bridge
- Non-conformance to specifications with regards to fasteners and materials
- Risks related to general safety and security on site

Additional risks may arise from specific methods of construction selected by the Contractor which are not necessary covered in the above.

OHS.2 DEFINITIONS

For the purpose of this contract the following shall apply:

(a) **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 2003. "**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.

(b) "**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).

OHS.3 TENDERS

The Contractor shall submit the following with his tender:

(a) 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 2003;
(b) 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.

(c) 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.

OHS.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 9 (Forms to be Completed by Successful 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.

OHS.5 RISK ASSESSMENT and SAFETY PLAN

5.1 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 7 of the Construction Regulations 2003).

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.

5.2 Safety Plan

The Safety Plan will be compiled in order to amongst others address the finding made during the Risk Assessment phase. The Safety plan will be compiled and submitted to the Engineer and Client for Approval. Construction work can only commence upon written approval of the Safety Plan by the Client.

OHS.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.

OHS.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 SafetyOfficer** if so decided by the Inspector of the Department of Labour. 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 safetyrepresentative** 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 7 of the Construction Regulations;
(b) Fall protection as described in Regulation 8;
(c) Formwork and support work as described in Regulation 10;
(f) Excavation work as described in Regulation 11;
(g) Demolition work as described in Regulation 12;
(h) Scaffolding work as described in Regulation 14;
(i) Suspended platform operations as described in Regulation 15;
(j) Material hoists as described in Regulation 17;
(k) Batch plant operations as described in Regulation 18;
(l) Explosive powered tools as described in Regulation 19;
(m) Cranes as described in Regulation 20;
(n) Construction vehicle and mobile plant inspections on a daily basis by a competent person as described in Regulation 21(1);
(o) Control of all temporary electrical installation on the construction site as described in Regulation 22;
(p) Stacking and storage on construction sites as described in Regulation 26; and
(q) Inspections of fire equipment as described in Regulation 27.

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.

OHS.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 2003;

(b) A copy of this Health and Safety Specification;

(c) A copy of the Contractor's Health and Safety Plan (Regulation 4);

(d) A copy of the Notification of Construction Work (Regulation 3);

(e) A health and safety file in terms of Regulation 5(7) with inputs by the Construction Safety Officer (Regulation 6(7));

(f) A copy of the risk assessment described in Regulation 7;

(g) A full protection plan and the corresponding records of evaluation and training of employees working from elevated positions as described in Regulation 8;

(h) Drawings pertaining to the design of structures (Regulation 9(3)) and formwork and support work structures (Regulation 10(d)) must be kept on site;

(i) Pronouncement of the safety of excavations must be recorded in a register to be kept on site (Regulation 11(3)(h));

(j) A copy of the certificate of the system design for suspended platforms (Regulation 15(3));
(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 7(5));

(l) Maintenance records of material hoists and inspection results must be kept in a record book to be kept on site (Regulation 17(8));

(m) A record of any repairs to or maintenance of a batch plant must be kept on site (Regulations 18(9));

(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 21(1)(j)).

OHS.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 2003.

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 2003, 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 4)

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 5)

The Contractor is in terms of the definition in Regulation 2(b) the equivalent of Principle Contractor as defined in the Construction Regulations, and he shall comply with all the provisions of Regulation 5.

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 2003.

(c) Supervision of construction work (Regulation 6)

The Contractor shall appoint the safety and other personnel and employees as required in terms of Regulation 6 and as set out in paragraph 7 above. Appointment of those personnel and employees does not relieve the Contractor from any of the obligations under Regulation 6.

(d) Risk assessment (Regulation 7)

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 8)

Fall protection, if applicable to this contract shall comply in all respects with Regulation 8 of the Construction Regulations.

(f) Structures (Regulation 9)

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 9 of the Construction Regulations.

(g) Formwork and support work (Regulation 10)

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 10 of the Construction Regulations shall be followed in every detail.

(h) Excavation work (Regulation 11)

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 11 of the Construction Regulations.

(i) Demolition work (Regulation 12)

Whenever demolition work is included in a contract, the Contractor shall comply with all the requirements of Regulation 12 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) Tunnelling (Regulation 13)

The Contractor shall comply with Regulation 13 wherever tunnelling of any kind is involved.

(k) Scaffolding (Regulation 14)

The Contractor shall ensure that all the provisions of Regulation 14 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 15)

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 15 of the Construction Regulations.

(m) Boatswain's chains (Regulation 16)

Where boatswain's chains are required on the construction site, the Contractor shall comply with Regulation 16.

(n) Material Hoists (Regulation 17)

Wherever applicable, the Contractor shall comply with the provisions of Regulation 17 to the letter.

(o) Batch plants (Regulation 18)

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 18. The Contractor shall ensure that the General Safety Regulations (Government Notice R1031 of 30 May 1986), 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 19)

The Contractor shall ensure that, wherever explosive-powered tools are required to be used, all safety provisions of Regulation 19 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 20)

Wherever the use of tower cranes becomes necessary, the provisions of Regulation 20 shall be complied with.

(r) Construction vehicles And mobile plant (Regulation 21

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 21.

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 22)

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 22.

(t) Use of temporary storage of flammable liquids on construction sites (Regulation 23)

The Contractor shall comply with the provisions of the General Safety Regulations (Government Notice R1031 of 30 May 1986) and all the provisions of Regulation 23 of the Construction Regulations to ensure a safe and hazard-free environment to all workers and other persons on site.

(u) Water environments (Regulation 24)

Where construction work is done over or in close proximity to water, the provisions of Regulation 24 shall apply.

(v) Housekeeping on Construction sites (Regulation 25)

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 25 of the Construction Regulations.

(w) Stacking and storage on construction sites (Regulation 26)

The provisions for the stacking of articles contained in the General Safety Regulations (Government Notice R1031 of 30 May 1986) as well as all the provisions Regulation 26 of the Construction Regulations shall apply.

(x) Fire precautions on construction sites (Regulation 27)

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 27 of the Construction Regulations.

(y) Construction welfare facilities (Regulation 28)

The Contractor shall comply with the construction site provisions as in the Facilities Regulations (Government Notice R1593 of 12 August 1988) and the provisions of Regulation 28 of the Construction Regulations.

(z) Non-compliance with the Construction Regulations 2003

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 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 28 as listed in Regulation 30, he will be guilty of an offence and will be liable, upon conviction, to the fines or imprisonment as set out in Regulation 30.

***The Contractor is advised in his own interest to make a careful study of the Act and 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*.**

OHS.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 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.

C4: SITE INFORMATION

PAVING OF INTERNAL STREETS IN STEENBOK- PHASE 1 IN NKOMAZI LOCAL

BID NUMBER:NKO:21/2025

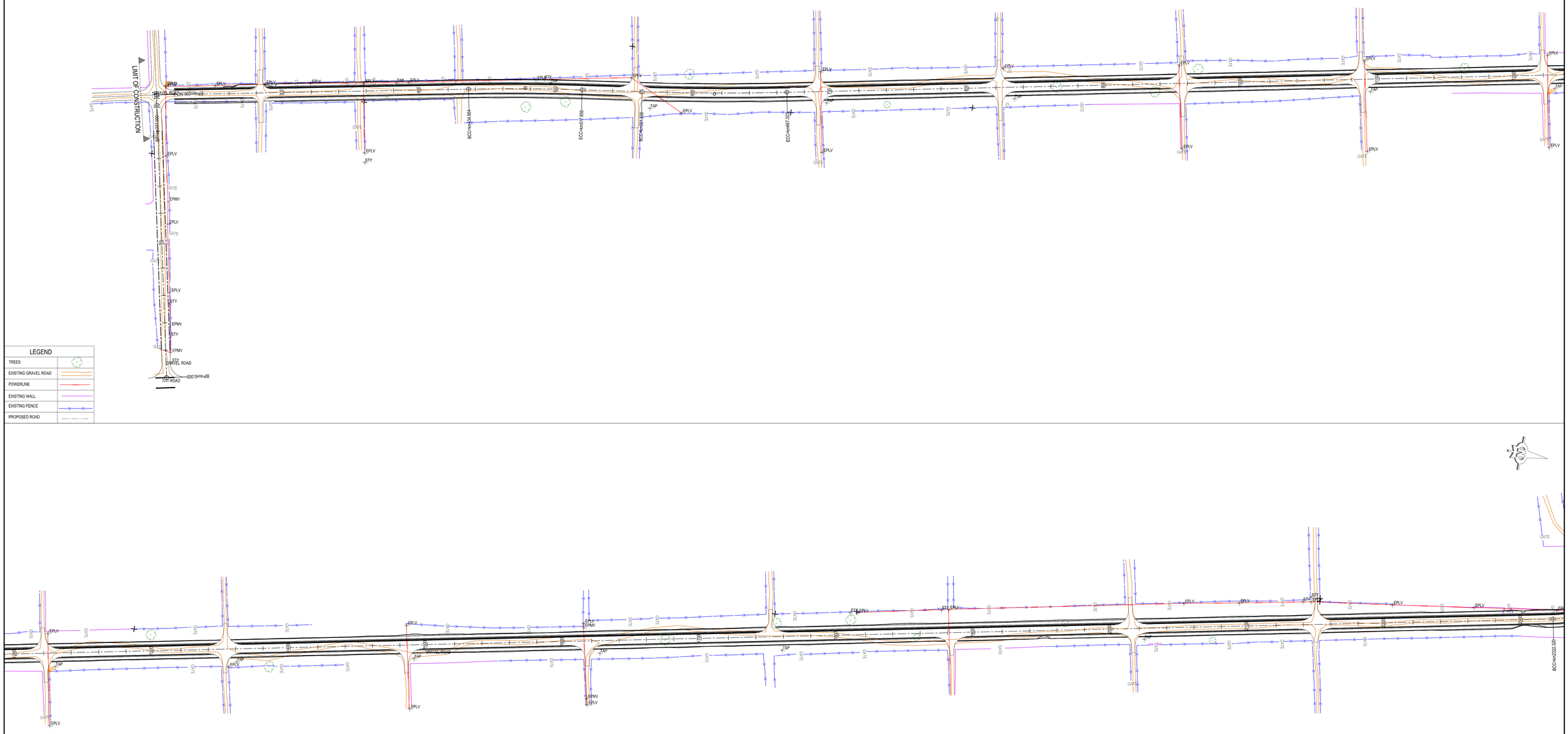
C4.1 TENDER DRAWINGS

C4.2 CONSTRUCTION NOTICE BOARD

PAVING OF INTERNAL STREETS IN STEENBOK- PHASE 1 IN NKOMAZI LOCAL MUNICIPALITY

BID NUMBER: NKO:21/2025

C4.1 TENDER DRAWINGS



LEGEND

TREES	
EXISTING GRAVEL ROAD	
POWERLINE	
EXISTING WALL	
EXISTING FENCE	
PROPOSED ROAD	

LEGEND

TREES	
EXISTING GRAVEL ROAD	
POWERLINE	
EXISTING WALL	
EXISTING FENCE	
PROPOSED ROAD	

NOTES

PROJECT

PAVING OF INTERNAL STREETS IN STEENBOK

DRAWING TITLE

AFFIRMED BY CLIENT

CITY ENGINEER / CLIENT | REG. NO. | DATE

DATE	INITIAL	REVISION DESCRIPTION
20/07/2024		ISSUED FOR COMMENTS

CLIENT

Mbombela Local Municipality

Vuxaka Group (Pty) Ltd
11 Ferreira Street
Nelspruit
1200
Tel: +27 13 591 7122
E-mail: admin@vuxaka.co.za

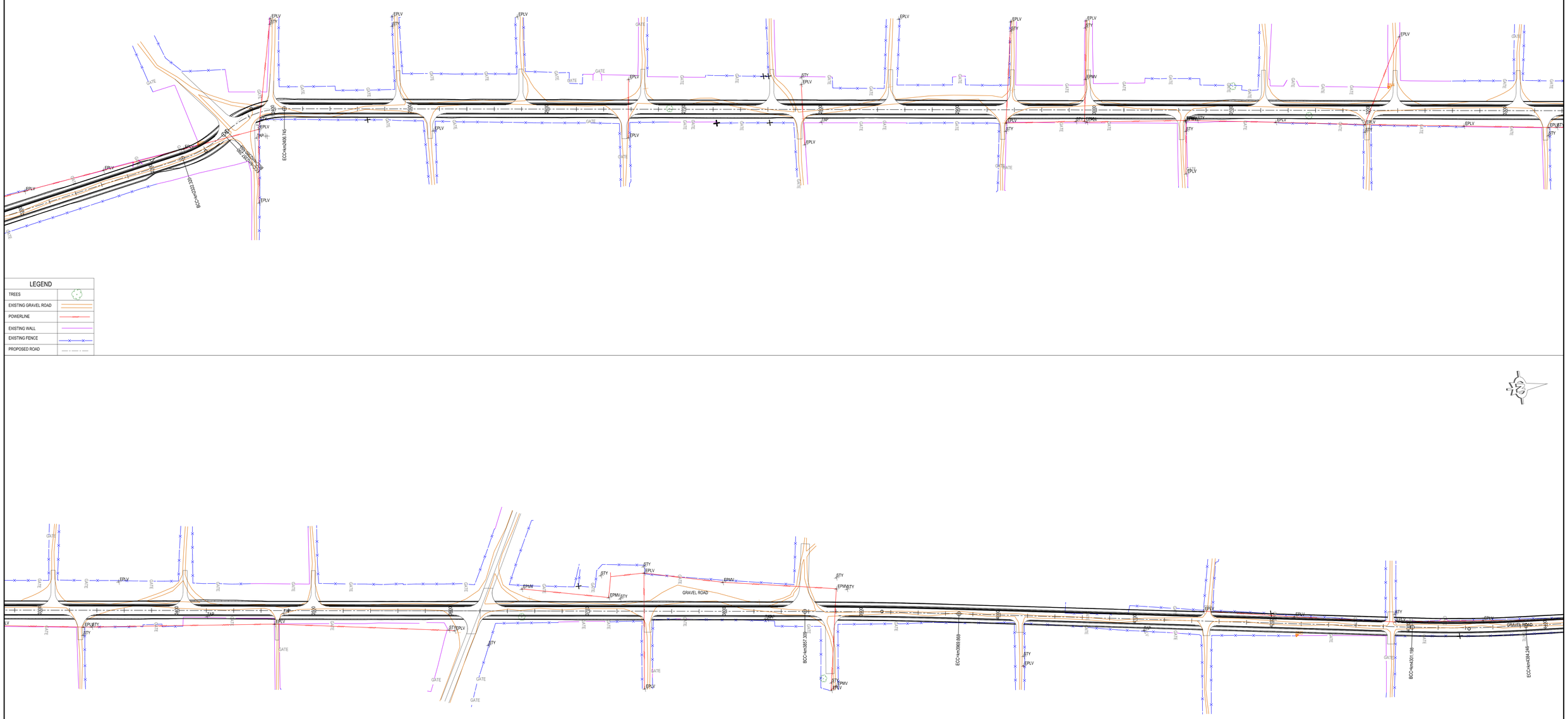
SHEET OF

AFFIRMED BY

ENGINEER/TECHNOLOGIST | REG. NO. | DATE

SCALE		DRAWN	
DESIGNED		CHECKED	

DRAWING NO.	DATE
	20/07/2024



LEGEND	
TREES	
EXISTING GRAVEL ROAD	
POWERLINE	
EXISTING WALL	
EXISTING FENCE	
PROPOSED ROAD	

NOTES

PROJECT

PAVING OF INTERNAL STREETS IN STEENBOK

DRAWING TITLE

AFFIRMED BY CLIENT

CITY ENGINEER / CLIENT | REG. NO. | DATE

DATE	INITIAL	REVISION DESCRIPTION
20/07/2024		ISSUED FOR COMMENTS

CLIENT

Msunduzi Local Municipality

Vuxaka Group
11 Ferreira Street
Nelspruit
1200
Tel: +27 13 591 7122
E-mail: admin@vuxaka.co.za

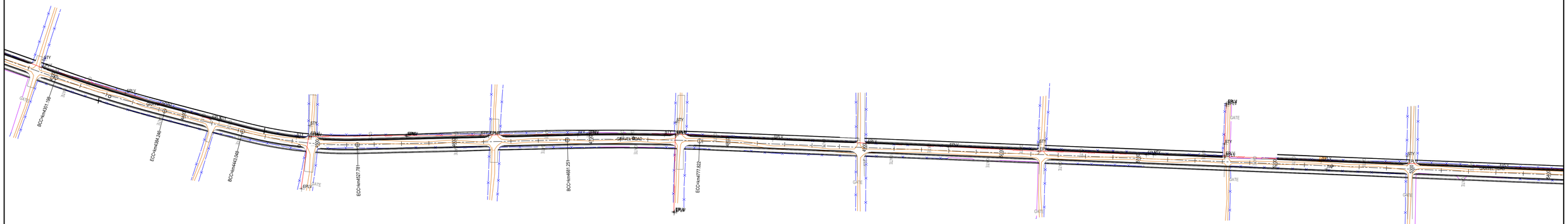
SHEET OF

AFFIRMED BY

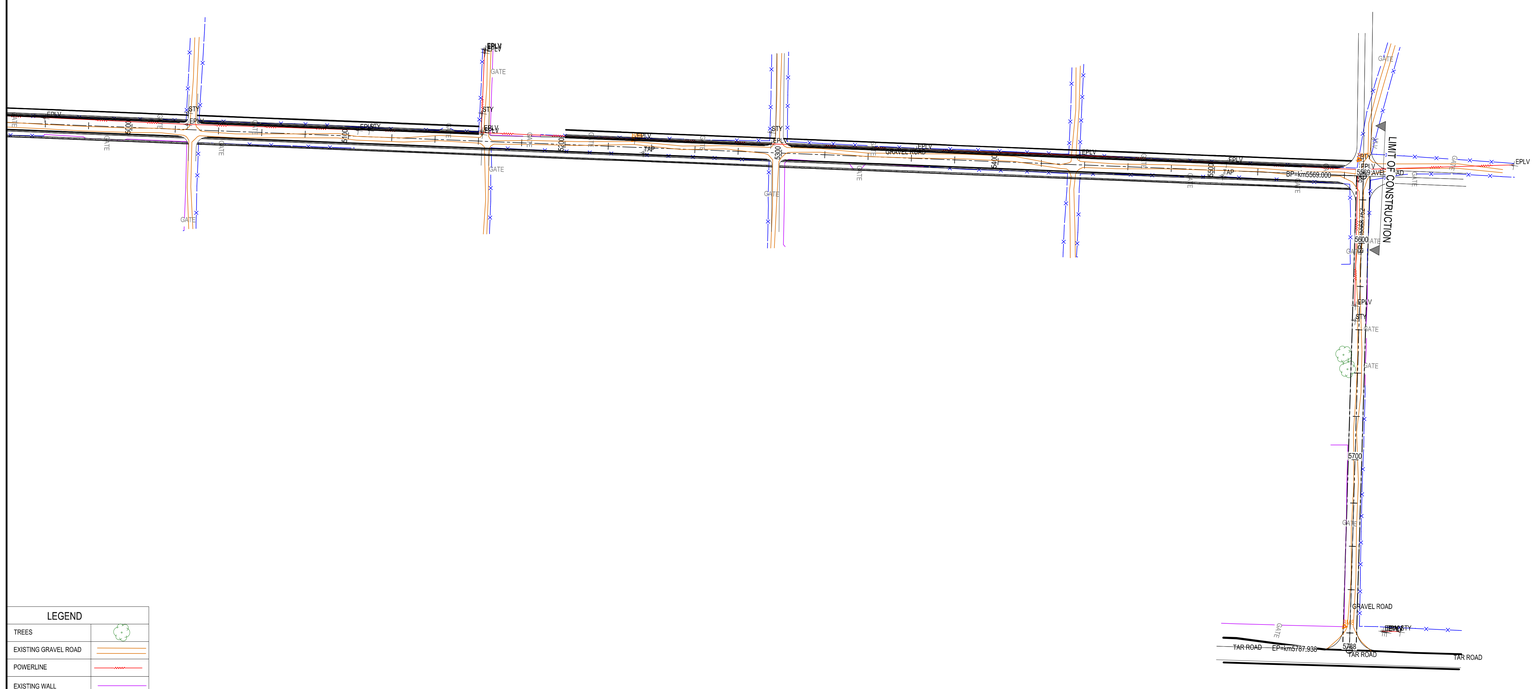
ENGINEER/TECHNOLOGIST | REG. NO. | DATE

SCALE		DRAWN	
DESIGNED		CHECKED	

DRAWING NO. | DATE: 20/07/2024



LEGEND	
TREES	
EXISTING GRAVEL ROAD	
POWERLINE	
EXISTING WALL	
EXISTING FENCE	
PROPOSED ROAD	



LEGEND	
TREES	
EXISTING GRAVEL ROAD	
POWERLINE	
EXISTING WALL	
EXISTING FENCE	
PROPOSED ROAD	

NOTES	PROJECT	AFFIRMED BY CLIENT	DATE	INITIAL	REVISION DESCRIPTION	CLIENT
	PAVING OF INTERNAL STREETS IN STEENBOK	CITY ENGINEER / CLIENT — REG. NO. — DATE	20/07/2024		ISSUED FOR COMMENTS	Mbombela Local Municipality

DRAWING TITLE

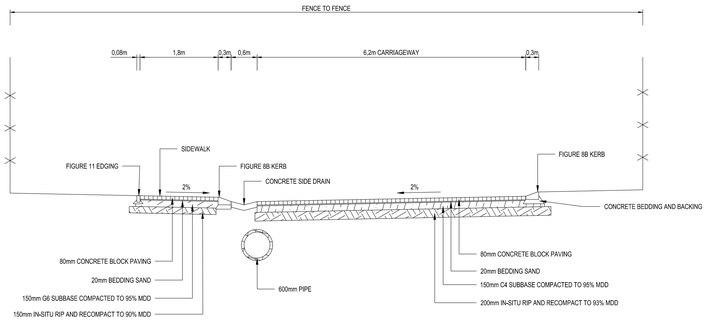
Vuxaka Group
11 Ferreira Street
Nelspruit
1200
Tel: +27 13 591 7122
E-mail: admin@vuxaka.co.za

SHEET OF

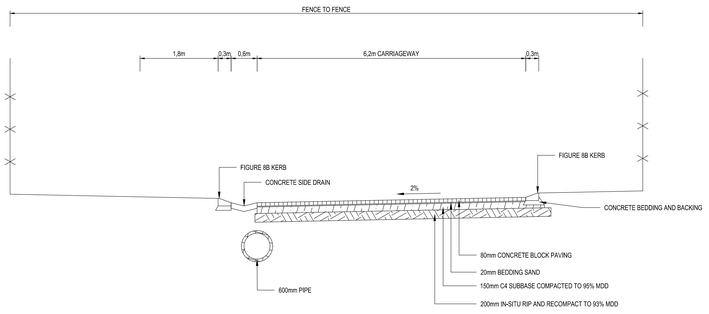
AFFIRMED BY

ENGINEER/TECHNOLOGIST — REG. NO. — DATE

SCALE		DRAWN	
DESIGNED		CHECKED	
DRAWING NO.		DATE	20/07/2024



TYPICAL CROSS SECTION (OPTION A)



TYPICAL CROSS SECTION (OPTION B)

NOTES

PROJECT

PAVING OF INTERNAL STREETS IN STEENBOK

DRAWING TITLE

CROSS SECTIONS

AFFIRMED BY CLIENT

CITY ENGINEER / CLIENT | REG. NO. | DATE

DATE	INITIAL	REVISION DESCRIPTION
17/07/2024		ISSUED FOR COMMENTS

CLIENT

Msunduzi Local Municipality

Vuxaka Group
11 Ferreira Street
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Tell: +27 13 591 7122
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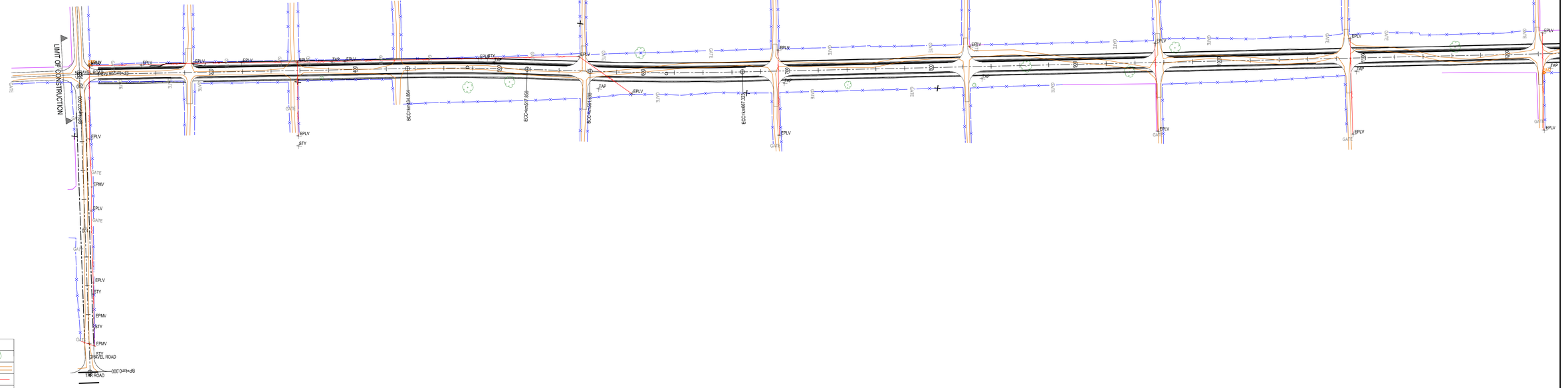
SHEET 01 OF 01

AFFIRMED BY

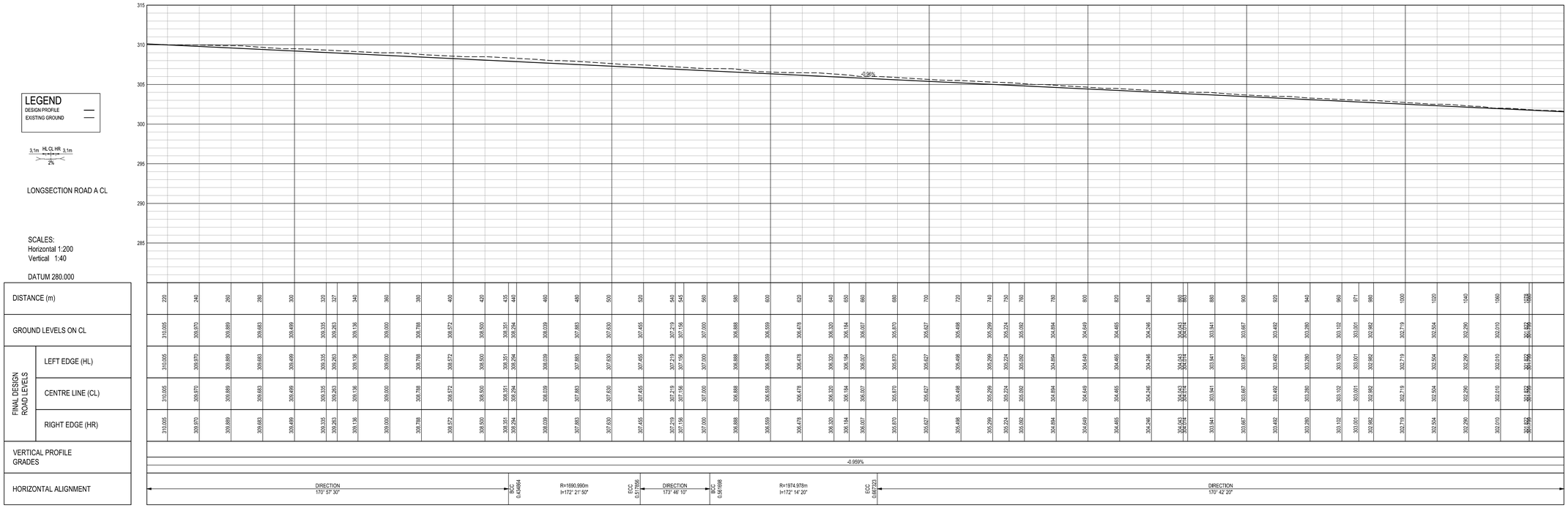
ENGINEER/TECHNOLOGIST | REG. NO. | DATE

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DESIGNED		CHECKED	

DRAWING NO.	DATE
103/ROAD A_REV0	17/07/2024



LEGEND	
TREES	
EXISTING GRAVEL ROAD	
POWERLINE	
EXISTING WALL	
EXISTING FENCE	
PROPOSED ROAD	



DISTANCE (m)	GROUND LEVELS ON CL	FINAL DESIGN ROAD LEVELS: LEFT EDGE (HL)	FINAL DESIGN ROAD LEVELS: CENTRE LINE (CL)	FINAL DESIGN ROAD LEVELS: RIGHT EDGE (HR)
220	310.005	310.005	310.005	310.005
240	309.870	309.870	309.870	309.870
260	309.889	309.889	309.889	309.889
280	309.683	309.683	309.683	309.683
300	309.499	309.499	309.499	309.499
320	309.335	309.335	309.335	309.335
327	309.263	309.263	309.263	309.263
340	309.136	309.136	309.136	309.136
360	309.000	309.000	309.000	309.000
380	308.788	308.788	308.788	308.788
400	308.572	308.572	308.572	308.572
420	308.500	308.500	308.500	308.500
435	308.351	308.351	308.351	308.351
440	308.294	308.294	308.294	308.294
460	308.039	308.039	308.039	308.039
480	307.883	307.883	307.883	307.883
500	307.630	307.630	307.630	307.630
520	307.455	307.455	307.455	307.455
540	307.219	307.219	307.219	307.219
545	307.156	307.156	307.156	307.156
560	307.000	307.000	307.000	307.000
580	306.888	306.888	306.888	306.888
600	306.559	306.559	306.559	306.559
620	306.478	306.478	306.478	306.478
640	306.320	306.320	306.320	306.320
650	306.194	306.194	306.194	306.194
660	306.007	306.007	306.007	306.007
680	305.870	305.870	305.870	305.870
700	305.627	305.627	305.627	305.627
720	305.498	305.498	305.498	305.498
740	305.299	305.299	305.299	305.299
750	305.224	305.224	305.224	305.224
760	305.092	305.092	305.092	305.092
780	304.894	304.894	304.894	304.894
800	304.649	304.649	304.649	304.649
820	304.465	304.465	304.465	304.465
840	304.246	304.246	304.246	304.246
860	304.043	304.043	304.043	304.043
863	304.014	304.014	304.014	304.014
880	303.841	303.841	303.841	303.841
900	303.687	303.687	303.687	303.687
920	303.492	303.492	303.492	303.492
940	303.280	303.280	303.280	303.280
960	303.102	303.102	303.102	303.102
971	303.001	303.001	303.001	303.001
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1000	302.719	302.719	302.719	302.719
1020	302.504	302.504	302.504	302.504
1040	302.290	302.290	302.290	302.290
1060	302.010	302.010	302.010	302.010
1078	301.856	301.856	301.856	301.856

NOTES

PROJECT

PAVING OF INTERNAL STREETS IN STEENBOK

DRAWING TITLE

LAYOUT AND LONGSECTION

AFFIRMED BY CLIENT

CITY ENGINEER / CLIENT | REG. NO. | DATE

DATE	INITIAL	REVISION DESCRIPTION
20/07/2024		ISSUED FOR COMMENTS

CLIENT

Mbombela Local Municipality

Vuxaka Group
11 Ferreira Street
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1200
Tel: +27 13 591 7122
E-mail: admin@vuxaka.co.za

SHEET 01 OF 06

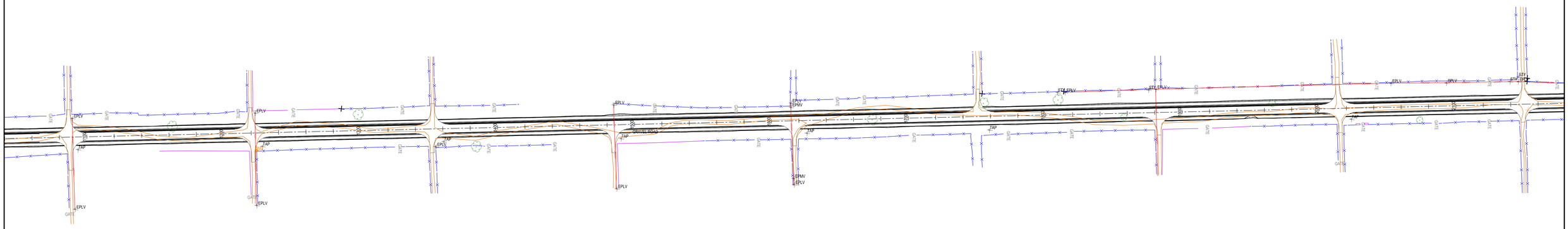
AFFIRMED BY

ENGINEER/TECHNOLOGIST | REG. NO. | DATE

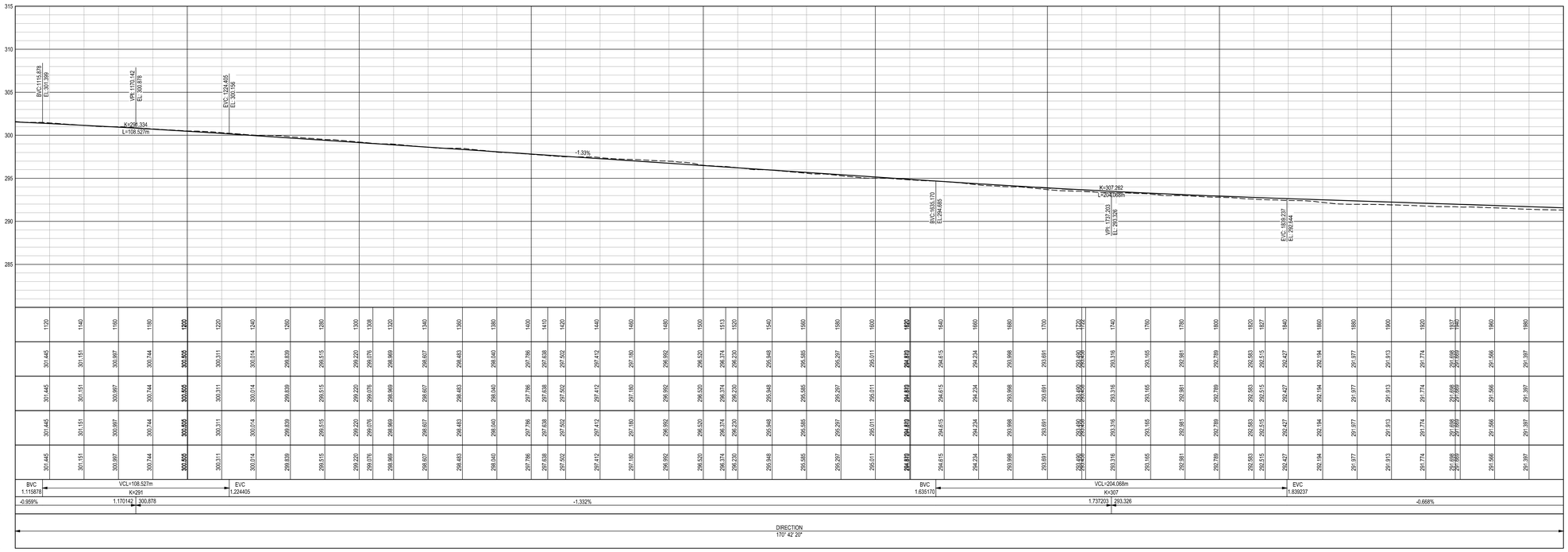
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DESIGNED		CHECKED	

DRAWING NO. | DATE

110/ROAD A_REV0 | 20/07/2024



LEGEND	
TREES	
EXISTING GRAVEL ROAD	
POWERLINE	
EXISTING WALL	
EXISTING FENCE	
PROPOSED ROAD	



LEGEND
DESIGN PROFILE
EXISTING GROUND

3.1m HL CL HR 3.1m
2%

LONGSECTION ROAD A CL

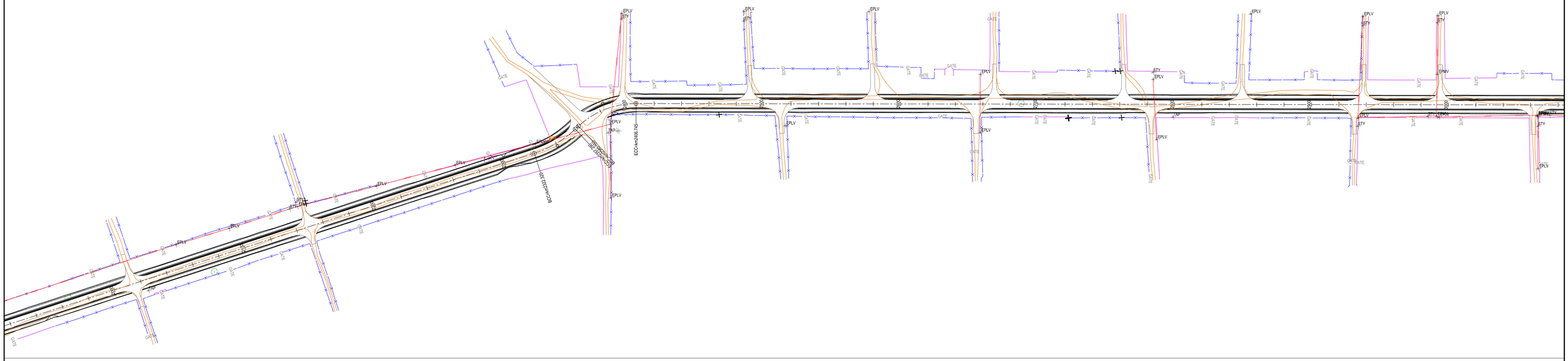
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DATUM 280.000

| | | |

LEGEND

TREES	
EXISTING GRAVEL ROAD	
POWERLINE	
EXISTING WALL	
EXISTING FENCE	
PROPOSED ROAD	



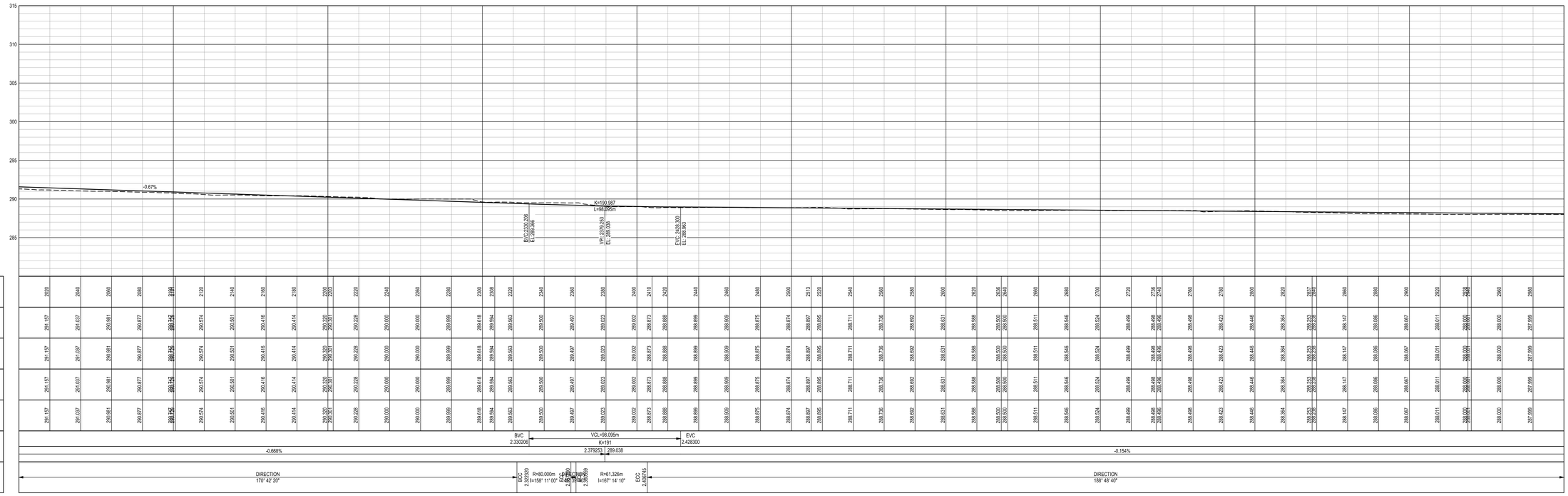
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EXISTING GROUND

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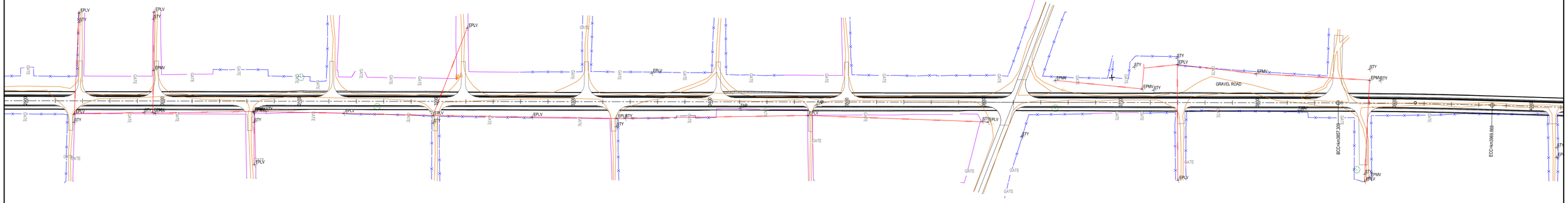
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DATUM 280.000



| | | |



LEGEND	
TREES	
EXISTING GRAVEL ROAD	
POWERLINE	
EXISTING WALL	
EXISTING FENCE	
PROPOSED ROAD	

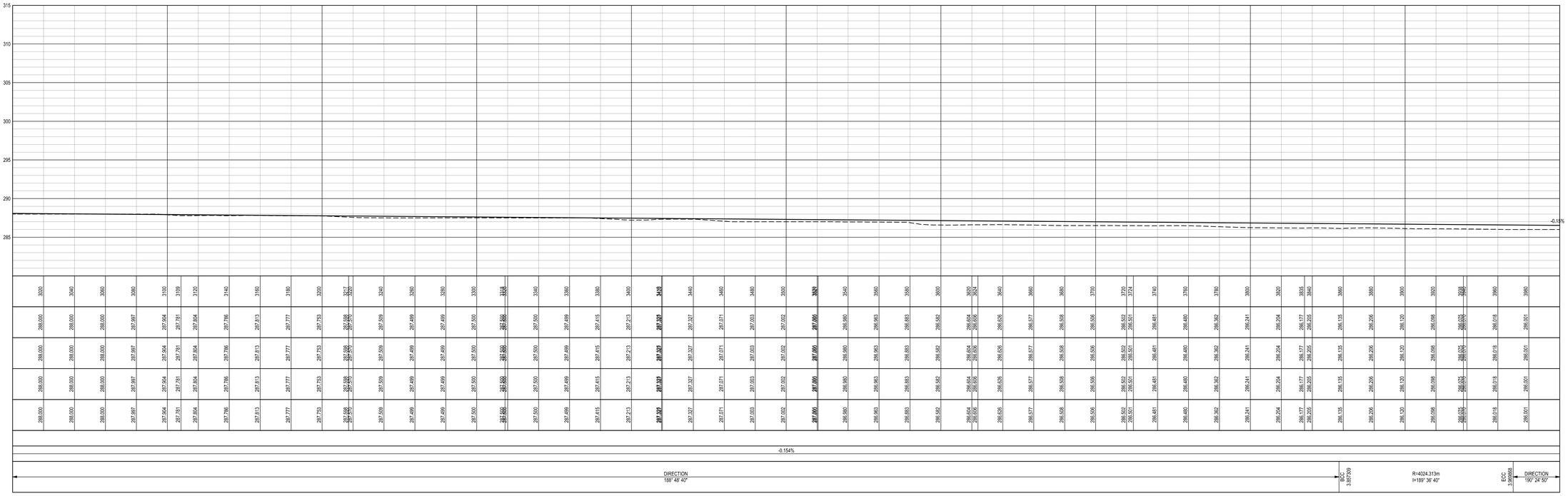
LEGEND
DESIGN PROFILE
EXISTING GROUND

3.1m HL CL HR 3.1m
2%

LONGSECTION ROAD A CL

SCALES:
Horizontal 1:200
Vertical 1:40

DATUM 280.000



DISTANCE (m)		3020 3040 3060 3080 3100 3109 3120 3140 3160 3180 3200 3217 3220 3240 3260 3280 3300 3318 3320 3340 3360 3380 3400 3419 3420 3440 3460 3480 3500 3520 3540 3560 3580 3600 3620 3624 3640 3660 3680 3700 3720 3724 3740 3760 3780 3800 3820 3835 3840 3860 3880 3900 3920 3938 3940 3960 3980
GROUND LEVELS ON CL		288.000 288.000 288.000 287.997 287.984 287.781 287.854 287.786 287.813 287.777 287.753 287.746 287.740 287.509 287.499 287.499 287.500 287.500 287.500 287.499 287.415 287.213 287.325 287.327 287.071 287.033 287.002 287.000 286.980 286.983 286.883 286.582 286.604 286.606 286.626 286.577 286.508 286.506 286.502 286.501 286.481 286.480 286.362 286.241 286.204 286.177 286.205 286.155 286.206 286.120 286.098 286.075 286.070 286.018 286.001
FINAL DESIGN ROAD LEVELS	LEFT EDGE (HL)	288.000 288.000 288.000 287.997 287.984 287.781 287.854 287.786 287.813 287.777 287.753 287.746 287.740 287.509 287.499 287.499 287.500 287.500 287.500 287.499 287.415 287.213 287.325 287.327 287.071 287.033 287.002 287.000 286.980 286.983 286.883 286.582 286.604 286.606 286.626 286.577 286.508 286.506 286.502 286.501 286.481 286.480 286.362 286.241 286.204 286.177 286.205 286.155 286.206 286.120 286.098 286.075 286.070 286.018 286.001
	CENTRE LINE (CL)	288.000 288.000 288.000 287.997 287.984 287.781 287.854 287.786 287.813 287.777 287.753 287.746 287.740 287.509 287.499 287.499 287.500 287.500 287.500 287.499 287.415 287.213 287.325 287.327 287.071 287.033 287.002 287.000 286.980 286.983 286.883 286.582 286.604 286.606 286.626 286.577 286.508 286.506 286.502 286.501 286.481 286.480 286.362 286.241 286.204 286.177 286.205 286.155 286.206 286.120 286.098 286.075 286.070 286.018 286.001
	RIGHT EDGE (HR)	288.000 288.000 288.000 287.997 287.984 287.781 287.854 287.786 287.813 287.777 287.753 287.746 287.740 287.509 287.499 287.499 287.500 287.500 287.500 287.499 287.415 287.213 287.325 287.327 287.071 287.033 287.002 287.000 286.980 286.983 286.883 286.582 286.604 286.606 286.626 286.577 286.508 286.506 286.502 286.501 286.481 286.480 286.362 286.241 286.204 286.177 286.205 286.155 286.206 286.120 286.098 286.075 286.070 286.018 286.001
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HORIZONTAL ALIGNMENT		DIRECTION 158° 48' 40" ECC 3.857309 R=4024.313m I=189° 36' 40" ECC 3.999868 DIRECTION 190° 24' 50"

NOTES	PROJECT	AFFIRMED BY CLIENT	DATE	INITIAL	REVISION DESCRIPTION	CLIENT
	PAVING OF INTERNAL STREETS IN STEENBOK	CITY ENGINEER / CLIENT REG. NO. DATE	20/07/2024		ISSUED FOR COMMENTS	Mbombela Local Municipality

DRAWING TITLE
LAYOUT AND LONGSECTION

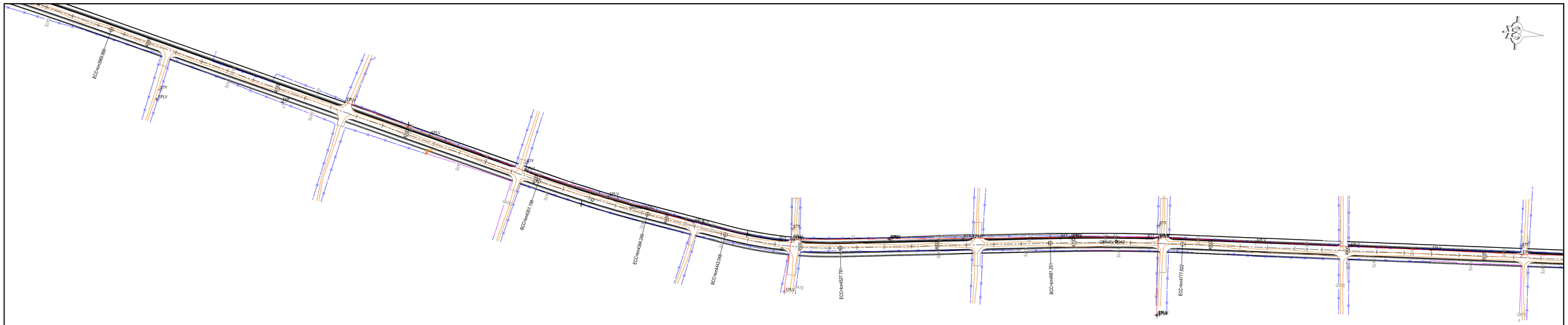
Vuxaka Group
11 Ferreira Street
Nelspruit
1200
Tel: +27 13 591 7122
E-mail: admin@vuxaka.co.za

SHEET 04 OF 06

AFFIRMED BY
ENGINEER/TECHNOLOGIST REG. NO. DATE

SCALE	1:1000	DRAWN	
DESIGNED		CHECKED	

DRAWING NO. 110/ROAD A_REV0
DATE 20/07/2024



LEGEND	
TREES	
EXISTING GRAVEL ROAD	
POWERLINE	
EXISTING WALL	
EXISTING FENCE	
PROPOSED ROAD	

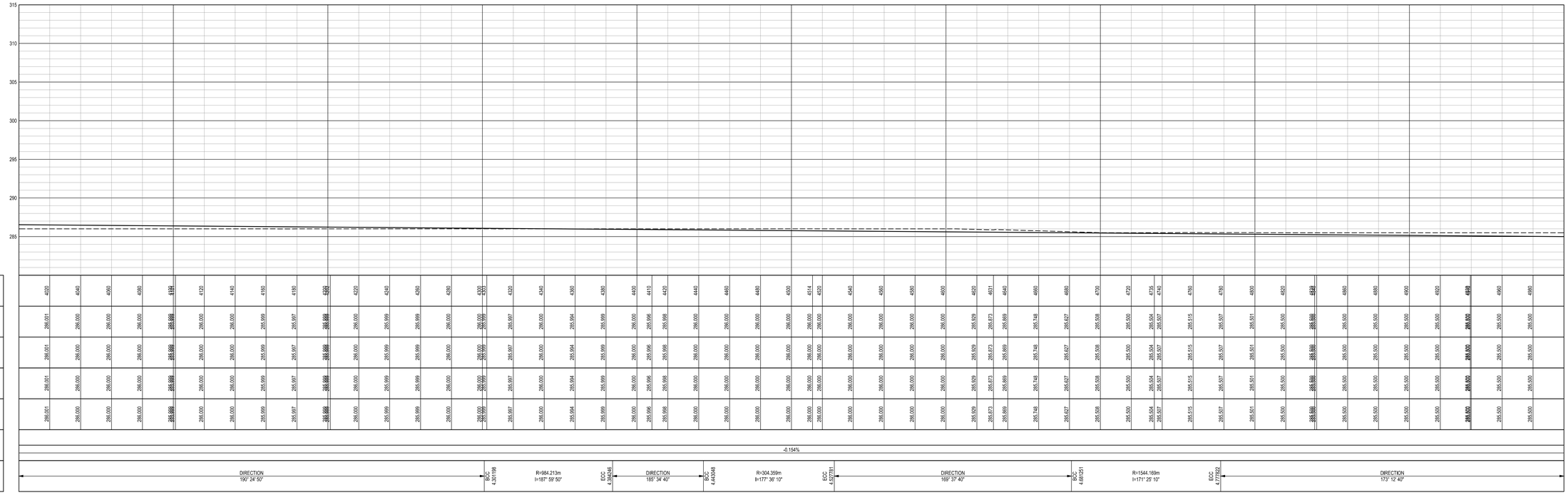
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DESIGN PROFILE
EXISTING GROUND

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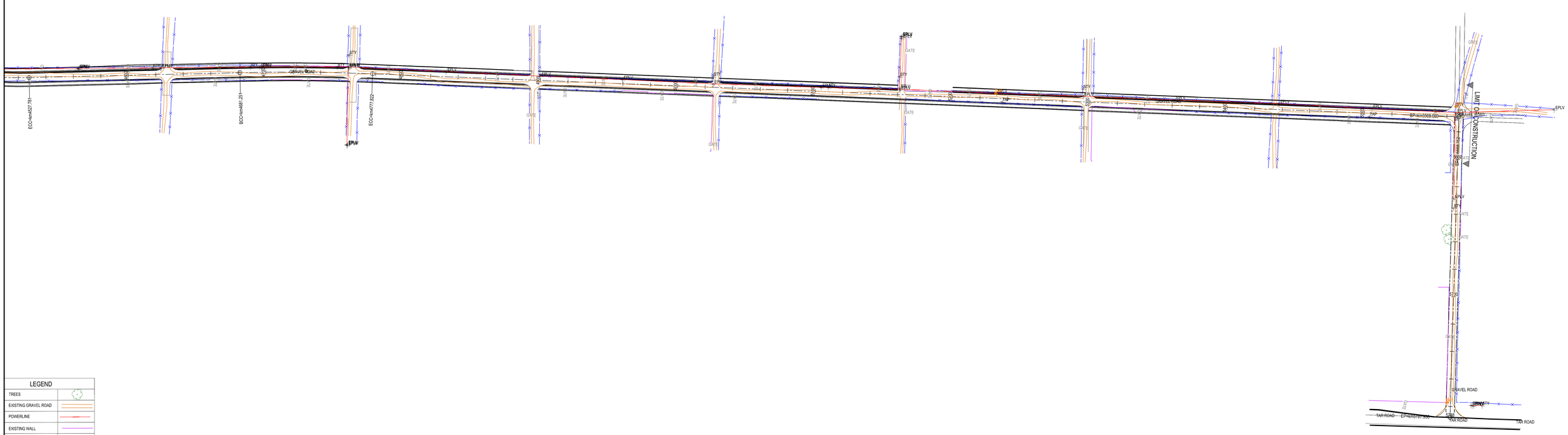
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SCALES:
Horizontal 1:200
Vertical 1:40

DATUM 280.000



| | | |



LEGEND

TREES	
EXISTING GRAVEL ROAD	
POWERLINE	
EXISTING WALL	
EXISTING FENCE	
PROPOSED ROAD	

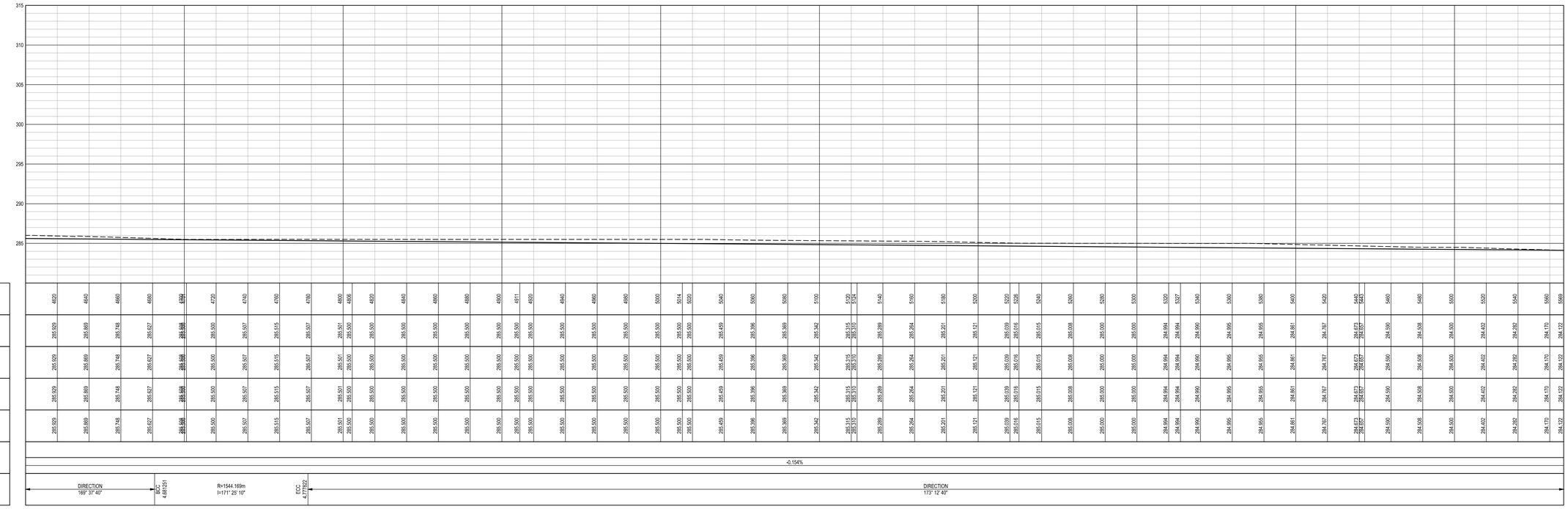
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EXISTING GROUND

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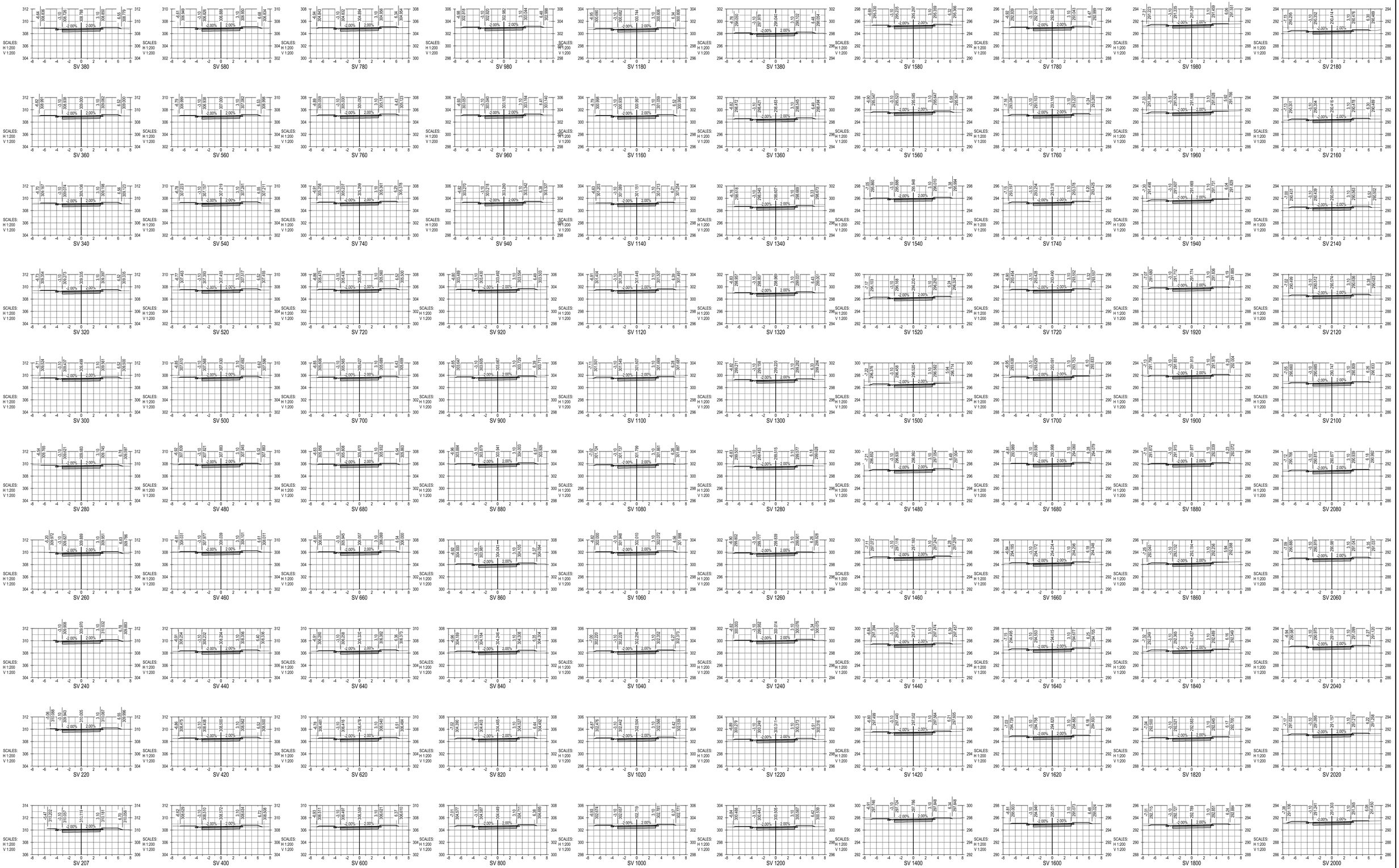
LONGSECTION ROAD A CL

SCALES:
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DATUM 280.000



| | | |



NOTES

PROJECT

PAVING OF INTERNAL STREETS IN STEENBOK

DRAWING TITLE

GENERATED CROSS SECTIONS

AFFIRMED BY CLIENT

CITY ENGINEER / CLIENT | REG. NO. | DATE

DATE	INITIAL	REVISION DESCRIPTION
20/07/2024		ISSUED FOR COMMENTS

CLIENT

Mbombela Local Municipality

Vuxaka Group

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Tel: +27 13 591 7122
E-mail: admin@vuxaka.co.za

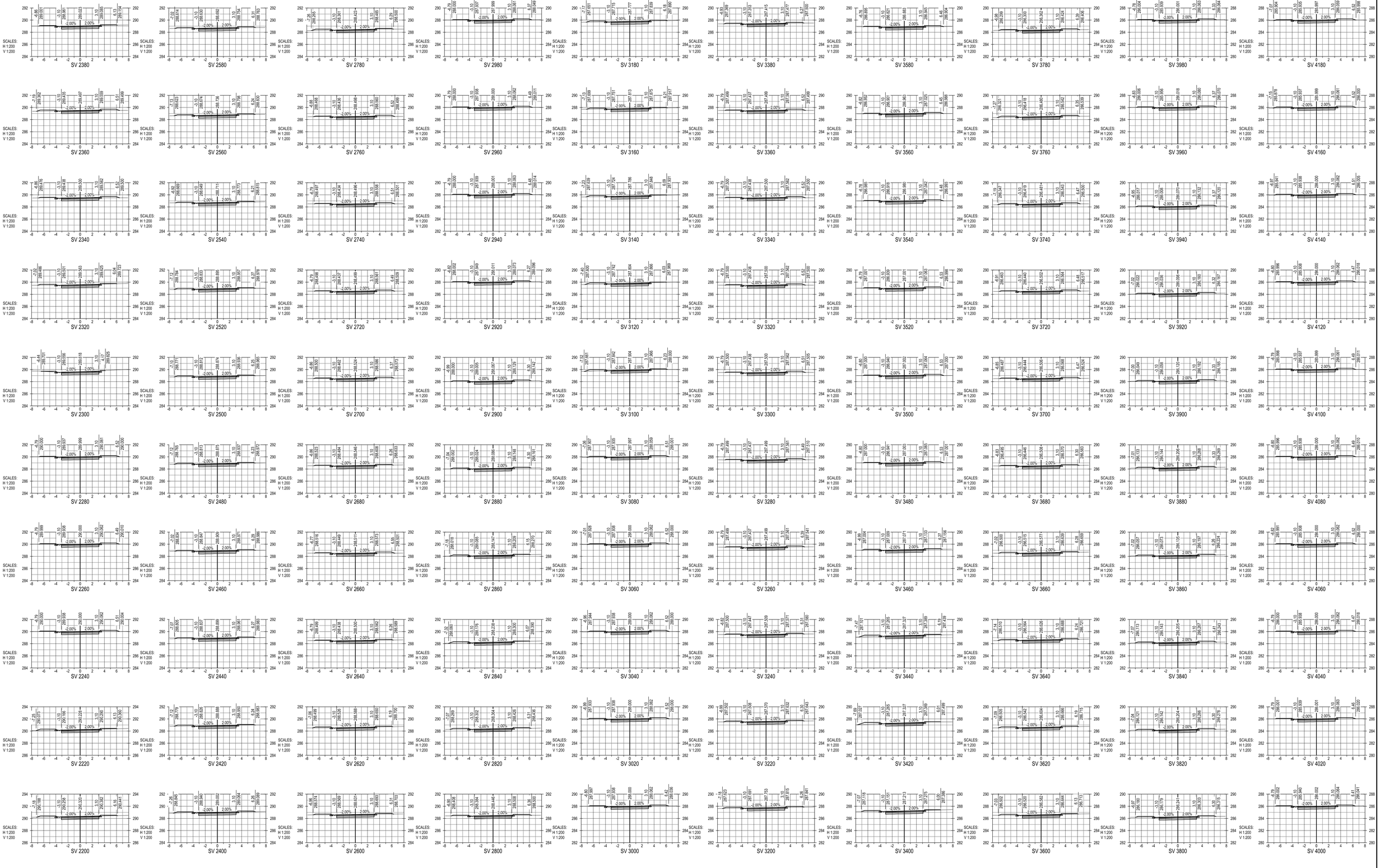
SHEET 01 OF 03

AFFIRMED BY

ENGINEER/TECHNOLOGIST | REG. NO. | DATE

SCALE	1:200	DRAWN	
DESIGNED		CHECKED	

DRAWING NO.	DATE
112/ROAD A_REV0	20/07/2024



NOTES

PROJECT

PAVING OF INTERNAL STREETS IN STEENBOK

DRAWING TITLE

GENERATED CROSS SECTIONS

AFFIRMED BY CLIENT

CITY ENGINEER / CLIENT | REG. NO. | DATE

DATE	INITIAL	REVISION DESCRIPTION
20/07/2024		ISSUED FOR COMMENTS

CLIENT

Nkomazi Local Municipality

Vuxaka Group

11 Ferreira Street
Nelspruit
1200
Tell: +27 13 591 7122
E-mail: admin@vuxaka.co.za

SHEET 02 OF 03

AFFIRMED BY

ENGINEER/TECHNOLOGIST | REG. NO. | DATE

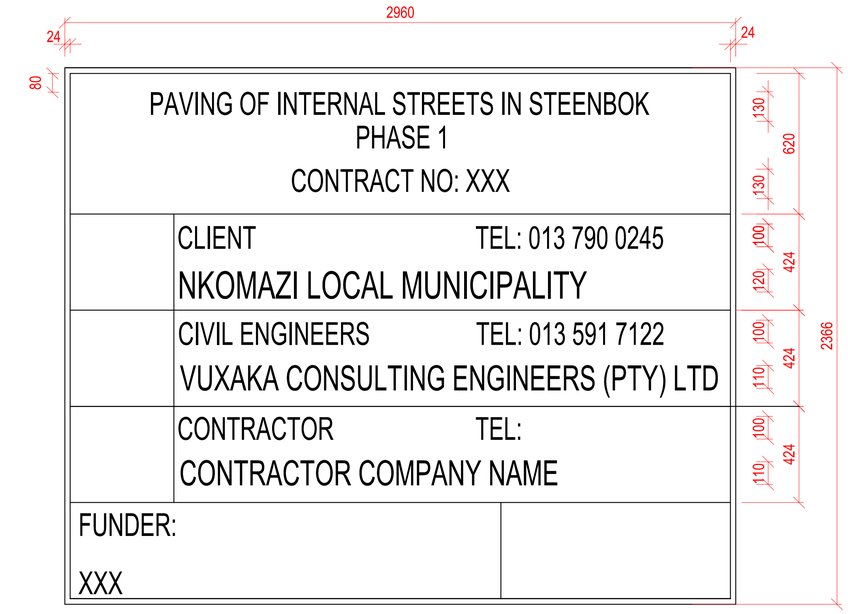
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DESIGNED		CHECKED	

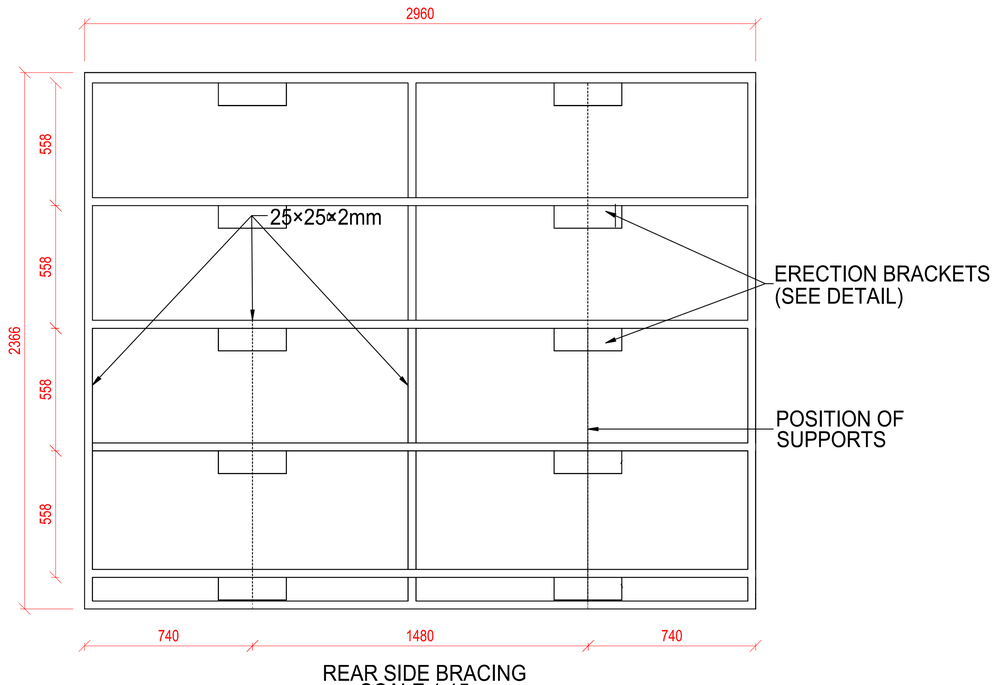
DRAWING NO.	DATE
112/ROAD A_REV0	20/07/2024

PAVING OF INTERNAL STREETS IN STEENBOK-PHASE 1 IN NKOMAZI LOCAL MUNICIPALITY

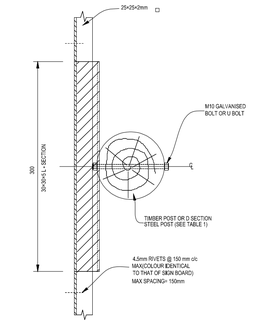
BID NUMBER:NKO:21/2025

C4.2 CONSTRUCTION NOTICE BOARD

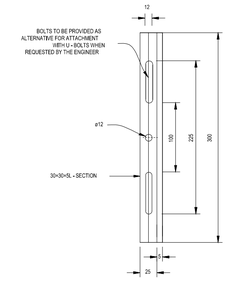




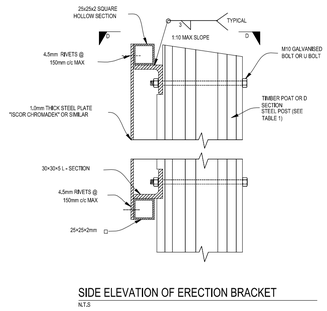
REAR SIDE BRACING
SCALE 1:15



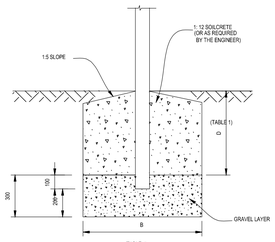
SECTION D-D: PLAN OF ERECTION BRACKETS
N.T.S



DETAIL OF ERECTION BRACKET
N.T.S



SIDE ELEVATION OF ERECTION BRACKET
N.T.S



FOUNDATION DETAIL
N.T.S

TABLE 1				
ERECTION DETAILS				
TYPE POST	UPRIGHT	STAY	D	B
TIMBER POST & STAY	100mm	80mm	600mm	850mm
TIMBER POST	180mm	—	1000mm	1450mm
D SECTION STEEL	100mm × 4mm	—	1000mm	1450mm

NOTES

1. ALL EMBLEMS TO BE DISPLAYED IN FULL COLOUR ON A SEMI - MATT WHITE BACKGROUND.
2. DESCRIPTION : MATT - BLACK, SERIES DIN A AND B LETTERS AND NUMBERS ON A SEMI MATT SMOKE - GREY BACKGROUND.
3. BORDER: GREEN NON - REFLECTORIZED.
4. TWO SIGN BOARDS SHALL BE ERECTED AT POSITIONS TO BE INDICATED BY THE ENGINEER.
5. CESA LOGO IS AVAILABLE FROM CESA, JOHANNESBURG.
6. SAFCEC EMBLEM ONLY IF CONTRACTOR IS A MEMBER.

REVISIONS

REV	BY	DATE	DESCRIPTION
0	B	03/2025	FOR CONSTRUCTION

CLIENT:

NKOMAZI LOCAL MUNICIPALITY
PRIVATE BAG X101
MALELANE
1320

Nkomazi Municipality

PROJECT:

PAVING OF INTERNAL STREETS IN STEENBOK PHASE 1

TITLE:

NAME BOARD

VUXAKA CONSULTING ENGINEERS
COLLFIN HOUSE
11 FERREIRA STREET
NELSPRUIT 1201
TEL: 013 591 7122
Email: admin@vuxaka.co.za

VUXAKA (Pty) Ltd
CONSULTING ENGINEERS

SCALE	AS SHOWN
DATE	03/2025
DESIGNED:	
DRAWN:	
CHECKED:	
APPROVED:	

DRAWING NUMBER: VUX-G-001

REV: 00

THE NATIONAL TREASURY

Republic of South Africa

GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions 1. The following terms shall be interpreted as indicated:

1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.

1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 “Day” means calendar day.

1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.

1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.

1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 “GCC” means the General Conditions of Contract.

1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection. 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such

performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses 8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental 13.1 The supplier may be required to provide any or all of the following **services** services, including additional services, if any, specified in SCC:

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
(b) in the event of termination of production of the spare parts:
    (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take
such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the
supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed

services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
(b) if the Supplier fails to perform any other obligation(s) under the contract; or
(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

(i) the name and address of the supplier and / or person restricted by the purchaser;
(ii) the date of commencement of the restriction
(iii) the period of restriction; and (iv)the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights 24.1When, after the date of bid, provisional payments are required, or anti dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable 30.1 The contract shall be interpreted in accordance with South African **law** laws, unless otherwise specified in SCC.

31. Notices 31.1Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp **duties** duties, license fees, and other such levies imposed outside the purchaser's

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

country.

34 Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

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