OKHAHLAMBA LOCAL MUNICIPALITY

DEPARTMENT OF TECHNICAL SERVICES



CONSTRUCTION OF MACANDA GRAVEL ROAD

BID NO: 8/1/1/4/9 - TEC 02/2022

BID DOCUMENT

mig	Municipal Infrastructure Grant
-----	--------------------------------------

OCTOBER 2022

NAME OF BIDDER:	
BID AMOUNT:	
TEL NUMBER:	
FAX NUMBER:	
CIDB REGISTRATION NO:	

PREPARED FOR:

OKHAHLAMBA LOCAL MUNICIPALITY

Directorate: Technical Services 259 Kingsway Street BERGVILLE 3350

Tel: (036) 448 8000 Fax: (036) 448 1986 PREPARED BY:

MGAMULE CONSULTING ENGINEERS

29 CONVENT ROAD LADYSMITH 3370

Tel: (036) 631 2298

Fax: (036) 631 2331







OKHAHLAMBA LOCAL MUNICIPALITY

DEPARTMENT OF TECHNICAL SERVICES

CONSTRUCTION OF MACANDA GRAVEL ROAD

BID NO: 8/1/1/4/9-TEC 02/2022

SECTION 1

SUMMARY INFORMATION





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CONSTRUCTION OF MACANDA GRAVEL ROAD BID NO: 8/1/1/4/9-TEC 02/2022

1.1.	BID SUMMARY		
	Name of Bidder :		
	Bid Price	:	
	Time for Completion (Calendar Weeks)	:	
	Has any alterations been made	:	Yes / No *
	Has an alternative bid been submitted	:	Yes / No *
	Did the Bidder attend official site inspection	:	Yes / No *
	* Delete whichever is not applicable. In the event of any conflict between the data Contract Data and other relevant portions of	the Pro	ocurement Document, the data given in
	the Bid Form, Contract Data and other release	evant po	rtions of Procurement Document shall
	Signature of Bidder :		
	Date :		



CONSTRUCTION OF MACANDA GRAVEL ROAD BID NO: 8/1/1/4/9-TEC 02/2022

1.2. BID ADVERTISEMENT

BID NO: 8/1/1/4/9-TEC 02/2022

T1.1 BID NOTICE AND INVITATION TO BID

Bids are hereby invited in terms of Section 83 of the Municipal Systems Act, Act 32 of 2000 (as amended) and Sections 110 and 112 of the Municipal Finance Management Act, Act 56 of 2003.

Bid documents are obtainable from the SCM Bids office after paying non-refundable deposit of R500.00 bid document at cashiers or by EFT made out in favor of Okhahlamba Local Municipality prior to bid collection of the bid document: First National Bank, Branch Code. 220625, Acc no. 51660362710 or can be downloaded free of charge on the web-based portal www.etenders.gov.za with effect from **06 OCTOBER 2022 @15:30pm**. Only service providers registered on National Treasury Central Supplier Database (CSD) and Okhahlamba Local Municipality's database will be considered for bidding.

	availability date	Briefing Session Date, time & Venue	Closing & Opening Date & Time		Functionality	Bid Enquiries
02/2023 Construction of Macanda Gravel	2022 To:20 October 2022 Contact Mrs M	Compulsory: 20 October 2022 @ 10h00am Council Chamber	18 November 2022 @ 12h00pm.	6CE PE OR HIGHER	70%	Okhahlamba Municipality Technical Depart: N Moloi: 063 598 0022 Neli.Moloi@Okhahlam ba.gov.za

BID SUBMISSION

Sealed bids with the contract number and description of the bids endorsed on the envelope with the bidders details clearly indicated may be couriered using courier services at least two days before closing date to avoid late delivery or be hand delivered and must be deposited at the Okhahlamba Local Municipality's bid box situated in the reception at or before the specified date and time above, at which bids will be opened in public in the municipal's Boardroom .Bids received after the said closing date and time as prescribed will not be considered. Facsimile and e-mailed bids will not be accepted.

The Okhahlamba Local Municipality subscribes to the Preferential Procurement Policy Framework Act no 5 of 2000 and Preferential Procurement Regulations 2017. For all above contracts **80/20** preference points will be applicable and bids may only be submitted on the bid documentation that is issued. An original/copy valid Tax Clearance Certificate plus SARS status verification pin, certified copy of B-BBEE Status Level Verification Certificates or affidavit, other required certificates must accompany the bid document.

NB: Only locally produced or manufactured goods, meeting the stipulated minimum threshold for local production and content will be considered in line with regulation 8(2) of the Preferential Procurement Regulations and National Treasury Circular 69.

The exchange rate to be used for the calculation of local production and content must be the exchange rate published by the South-African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid; and Only the South-African Bureau of Standards (SABS) approved

M _							
mgamule mgconsulting engineers							Page 1 - 2
- consulting engineers	Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2	,



technical specification number SATS 12863:2011 must be used to calculate local content.

The Okhahlamba Local Municipality is not bound to accept the lowest or any bid and reserves the right to accept the whole or part of a bid.

S N MALINGA
MUNICIPAL MANAGER





PART A -- INVITATION TO BID

YOU ARE HEREBY	/ INVITED TO BID F	OR REQU	JIREMENTS OF THE OKH	AHLAMBA LOO	CAL MUN	ICIPALI	TY				
	CONTRACT NO:	8/1/1/4/9	01.00010.001							40.0004	
BID NUMBER: DESCRIPTION	- TEC02/2022		CLOSING DATE: NDA GRAVEL ROAD	1	8 NOVEN	IBER 20	122 CI	LOSING	IIME:	12:00PM	
			ED TO FILL IN AND SIGN A	WRITTEN CO	NTRACT	FORM	(MBD7).				
	OCUMENTS MAY		SITED IN THE BID BOX S				(···== · /·				
259 KINGSWAY ST	TREET (OPPOSITE	CALTEX	GARAGE)								
PO BOX 71											
BERGVILLE											
3350											
SUPPLIER INFORM	MATION										
NAME OF BIDDER											
POSTAL ADDRESS	3										
STREET ADDRESS											
TELEPHONE NUM	BER	C	ODE				NUMBER				
CELLPHONE NUM	BER										
FACSIMILE NUMBE	ER	C	ODE				NUMBER				
E-MAIL ADDRESS											
VAT REGISTRATIO	ON NUMBER			Ī			ı				
TAX COMPLIANCE	STATUS	TO	CS PIN:			OR	CSD No:				
CERTIFICATE	EVEL VERIFICATIO	ON Y	es			B-BBEE STATUS LEVEL SWORN Yes		s			
[TICK APPLICABLE	-	N				AFFID		No			
			TION CERTIFICATE/S ENCE POINTS FOR B		FIDAVIT	(FOR	EMES &	QSEs)	MUST	BE SUBMI	TTED
-	CREDITED E IN SOUTH AFRICA SERVICES (WORK	S	es No			BASE THE (YOU A FOR D SUPPLIE GOODS /ICES /WO RED?	RFOR	Yes [IF YES B:3]	S, ANSWER F	No PART
OIT LIKED!		["				0112			B.0 j		
TOTAL NUMBER (OF ITEMS OFFEREI					TOTA		`			
TOTAL NUMBER C	DE ITEMIS OFFEREI	,				IOIA	L BID PRIC	<u>, </u>	R		
SIGNATURE OF BI	IDDER					DATE					
CAPACITY UNDER SIGNED	WHICH THIS BID	S				ı					
BIDDING PROCED	URE ENQUIRIES M				TECHN	IICAL IN	FORMATI	YAM NC	BE DIREC	CTED TO:	
DEPARTMENT			NANCE – SUPPL ANAGEMENT DEPT	Y CHAIN	CONTA	ACT PER	RSON		NELI MO	LOI	
CONTACT PERSO	N		HULILE MAPHALALA				NUMBER		063 598 0022		
TELEPHONE NUM	BER	03	86 – 448 8056		FACSI	MILE NU	JMBER		036 – 448	8 1986	
FACSIMILE NUMBE	ER	03	36 – 448 1986		E-MAIL ADDRESS						
E-MAIL ADDRESS		<u>Th</u>	nulile.Maphalala@okhahlam	ba.gov.za	Neli.M	oloi@ok	<u>hahlamba.g</u>	ov.za			

mgamule mgamule							Page 1 - 4
- consulting engineers	Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2	



PART B TERMS AND CONDITIONS FOR BIDDING

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, 2017, 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.

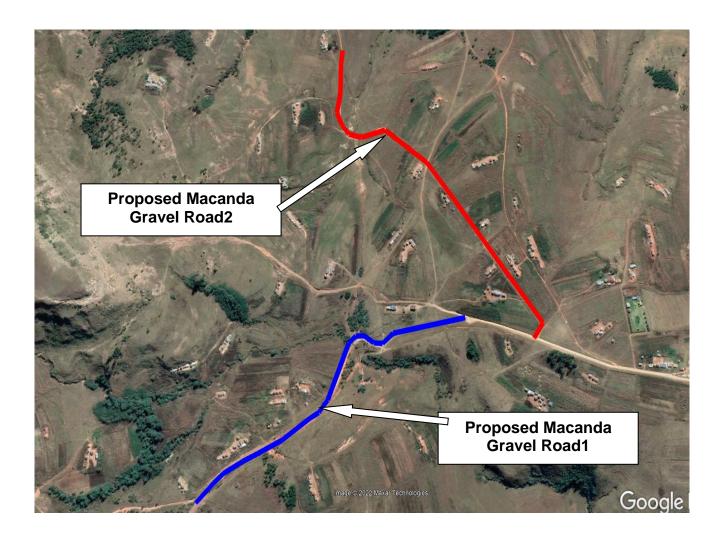
SIGNATURE OF BIDDER:	
CAPACITY UNDER WHICH THIS BID IS SIGNED:	
DATE:	



Witness 2



1.3. LOCALITY MAP





Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2



White

Pink

White

Green

Yellow

Blue

1.4. LIST OF CONTRACT DOCUMENTS

The following documents form part of this contract:

(i) Volume 1

General Conditions of Contract for Construction Works, 2015, third edition, (GCC 2015) published by the South African Institute of Civil Engineering (SAICE) and endorsed by the Institute of Municipal Engineering of South Africa (IMESA), the South African Association of Consulting Engineers (SAACE), and the South African Federation of Civil Engineering Contractors (SAFCEC). This document satisfies the Construction Industry Development Board requirements for a standard form of contract and is suitable for use in procurement documents that are prepared in accordance with the provisions of SANS 10403, Formatting and Compilation of Construction Procurement Documents. This publication is available from any of the above-mentioned bodies and tenderers must obtain copies at their own cost.

(ii) Volume 2 :

South African Bureau of Standards, SABS 1200 Series (or know described as SANS 1200 Series), as amended, published by the Standards South Africa (STANSA), a division of South African Bureau of Standards and endorsed by South African Institute of Civil Engineering (SAICE), the South African Association of Consulting Engineers (SAACE), and the South African Federation of Civil Engineering Contractors (SAFCEC). These publications are available from any of the above-mentioned bodies and tenderers must obtain their own copies.

- (iii) **Volume 3**: The project document in which the following are bound:
 - (a) Summary Information
 - (b) The Bid
 - T1 Bid Procedures
 - T1.1 Notice and Invitation to Bid
 - T1.2 Bid Data
 - T2 Returnable Documents
 - T2.1 List of Returnable Documents
 - T2.2 Returnable Schedules
 - (c) The Contract
 - C1 Agreement and Contract Data
 - C1.1 Form of Offer and Acceptance
 - C1.2 Contract Data
 - C1.3 Form of Guarantee
 - C2 Pricing Data
 - C2.1 Pricing Instructions
 - C2.2 Bill of Quantities
 - C3 Scope of Work
 - C3.1 Description of the Works
 - C3.2 Engineering
 - C3.3 Procurement
 - C3.4 Construction
 - C3.5 Portion 1: Works Specifications
 - C3.6 Portion 2: Amendment to Standardised Specifications
 - C3.7 Portion 3: Health and Safety Specifications



C3.8 Portion 4: Generic Labour-Intensive Specifications
C3.9 Portion 5: Provision of Temporary Workforce

Page 1 - 7

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2



Green

C3.10 Portion 6: Provision of Structured Training

C3.11 Portion 7: Certification

C3.12 Portion 8: Facilities and Requirements

C3.13 Management

C3.14 Annexes

C4 Site Information

C4.1 Site Information

C4.2 Drawings

(iv) The Employer's letter of acceptance, the guarantee and all addenda issued during the period of the bid.

Please note that in submission of Bid, only Volume 3 is to be submitted.



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Contractor Witness 1 Witness 2



OKHAHLAMBA LOCAL MUNICIPALITY

DEPARTMENT OF TECHNICAL SERVICES

CONSTRUCTION OF MACANDA GRAVEL ROAD

BID NO: 8/1/1/4/9-TEC 02/2022

PART T1

BIDDING PROCEDURES





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T1.1. BID NOTICE AND INVITATION TO BID

T1.1.1. Invitation to Bid

The OKHAHLAMBA LOCAL MUNICIPALITY Directorate: Technical Services invites bidders for:

Project Title	: CONSTRUCTION OF MACANDA GRAVEL ROAD
Bid No	: 8/1/1/4/9-TEC 02/2022

Briefing Date	: 20/10/2022	Closing Time	: 12h00
Closing Date	: 18/11/2022	Validity Period	: 150 days

T1.1.2. REGISTRATION WITH CIBD

Bidders should have a Construction Industry Development Board (CIDB) contractor grading of 6 CE or Higher.

T1.1.3. JOINT VENTURES

Bids by Joint Ventures will be required to be accompanied by the Document of Formation of the joint venture duly registered and authenticated by a Notary Public or other official deputised to witness sworn statements in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the address of correspondence, the participation of several firms forming the joint venture and any information necessary to permit a full appraisal of its functioning including a clause to the effect that the members of the joint venture are jointly and severally bound. Further to that, a joint or combined BBBEE Certificate must accompany the bid document.

T1.1.4. ELIGIBILITY WITH RESPECT TO BIDDING

Potentially Emerging (PE) enterprises who satisfy criteria stated in the Bid Data may submit bid offers.

Only bidders who are responsive to the following responsiveness criteria are eligible to submit bids:

Copy of CIDB Registration certificate.

Only those bidders who are registered with the CIDB in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum bided for a **6 CE or Higher** class of construction work, are eligible to submit bids.





	• •						
\boxtimes	Joint ventures are eligible to submit bids provided that:						
	every member of the joint venture is registered, or have applied for registration, or is capable of being so registered prior to submission with the CIDB;						
	2. the lead partner has a contractor grading designation in the 6 CE or Higher class for construction work; and						
	 the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum bided for a 6 CE class of construction work as stipulated above. a combined BBBEE Certificate for both contractors is to be submitted with the bid. Joint Venture Agreement must also be submitted with this bid. 						
	Bid offer must be properly received on the bid closing date and time specified on the invitation, fully completed and signed in black ink (All as per Standard Conditions of Bid).						
\boxtimes	Certificate of Attendance at Site visit and/ or Clarification Meeting (see returnable schedule)						
\boxtimes	Certified copy of BBBEE Certificate or Sworn Affidavit						
	The current Original Tax Clearance Certificate issued by the South African Revenue Services (see returnable schedule) and SARS PIN						
\boxtimes	VAT Registration Certificate issued by the South African Revenue Services (see returnable schedule)						
\boxtimes	The Bidder must be registered on the Central Supplier Database.						
\boxtimes	Bank Rating Letter.						
	Company registration Document and Certified copies of IDs of the members of the organization.						
\boxtimes	Audited Financial Statement (in past Three years).						
\boxtimes	Letter of Good Standing (COIDA)						
\boxtimes	Submission of Declaration of Interest.as per Part T2						
	Submission of other compulsory returnable schedules or documents as per Part T2						

T1.1.5. **EVALUATION CRITERIA**

This bid will be evaluated according to the preferential procurement model in the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000:

⊠ 80/20 Preference point scoring system	☐ 90/10 Preference point scoring system

Preference point scoring system will be scored as per submitted BBBEE Certificate.

T1.1.6. BID DOCUMENT COLLECTION

Bid documents are obtainable from the SCM Bids office after paying non-refundable deposit of R500.00 bid document at cashiers or by EFT made out in favor of Okhahlamba Local Municipality prior to bid collection of the bid document: First National Bank, Branch Code. 220625, Acc no. 51660362710 or can be downloaded free of charge on the web-based portal www.etenders.gov.za with effect from **06 OCTOBER 2022 @15:30pm**. Only service

mganule consulting engineers	Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2	Page T1-2



providers registered on National Treasury Central Supplier Database (CSD) and Okhahlamba Local Municipality's database will be considered for bidding.

T1.1.7. BID BRIEFING SESSION

A compulsory site briefing for prospective bidders will be on the **20 October 2022** starting at 10h00, at the Okhahlamba Municipal offices, 259 Kingsway Road, Council Chamber and thereafter all parties will proceed to the site. Bidders are advised that it is a condition of the bid that the site must be visited on this date in the presence of the Engineer's representative.

T1.1.8. QUERIES

Any queries regarding the bid document or any related matter prior to submission of bids must be directed to:

MGAMULE CONSULTING ENGINEERS

Mr. Thuthu Mvula

Tel No : 036 631 2298 **Fax No** : 036 631 2331 **Cell No** : 082 262 7852

E-mail: thuthu@mgamule.co.za

T1.1.9. SUBMISSION OF BID

Sealed bids with the contract number and description of the bids endorsed on the envelope with the bidders details clearly indicated may be couriered using courier services at least two days before closing date to avoid late delivery or be hand delivered and must be deposited at the Okhahlamba Local Municipality's bid box situated in the reception at or before the specified date and time above, at which bids will be opened in public in the municipal's Boardroom .Bids received after the said closing date and time as prescribed will not be considered. Facsimile and e-mailed bids will not be accepted.

The Okhahlamba Local Municipality subscribes to the Preferential Procurement Policy Framework Act no 5 of 2000 and Preferential Procurement Regulations 2017. For all above contracts 80/20 preference points will be applicable and bids may only be submitted on the bid documentation that is issued. An original/copy valid Tax Clearance Certificate plus SARS status verification pin, certified copy of B-BBEE Status Level Verification Certificates or affidavit, other required certificates must accompany the bid document.

The Okhahlamba Local Municipality is not bound to accept the lowest or any bid and reserves the right to accept the whole or part of a bid

The complete bids in duly sealed envelopes and clearly marked:

BID NO: 8/1/1/4/9-TEC 02/2022 CONSTRUCTION OF MACANDA GRAVEL ROAD

CLOSING DATE : 18/11/2022 at 12h00

The complete bid documents shall be deposited into:

Bid Box at:

(OKHAHLAMBA LOCAL MUNICIPALITY OFFICES, 259 Kingsway Road, Bergville)

T1.1.10. OPENING OF BIDS





The location for opening of the valid bid offers, immediately after the closing time thereof shall be at the offices of the OKHAHLAMBA LOCAL MUNICIPALITY.

T1.1.11. MANDATORY OBJECTION PERIOD

All administrative actions and decisions taken by the Municipality through its officials may become subject to an appeal process. As such, in terms of Section 49 of the Municipal Supply Chain Management Regulations No 27636 of 2005, a period of fourteen (14) days will be set aside to allow for the submission of appeals against the award/ process of making the award to a particular bidder by any interested party. Except in scenarios where the decision of a duly appointed appeal panel sets aside the appointment of the successful bidder as the service provider for this contract, the appointment will then be confirmed by the municipality in writing.





T1.2. BID DATA

The Standard Conditions of Bid make several references to the Bid Data for details that apply specifically to this bid. The Bid Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Bid.

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

			_		
	Heading	Clause	Data		
T1.2.1.	ACTIONS	F.1.1		rer is the OKHAHLAMBA LOCAL MUNICIPALI ENT OF TECHNICAL SERVICES.	TY in its
T1.2.2.	BID DOCUMENTS	F.1.2	The bid doo	cuments issued by the employer comprise:	
			Part T1: T1.1	Bidding Procedures Bid notice and invitation to bid	(White)
			T1.2 T1.3	Standard and Special Conditions of Bid Bid Data	(Pink) (Pink)
			Part T2: T2.1 T2.2	Returnable Schedules List of returnable documents Bid schedules	(White) (White)
			Part C1:	Agreements and Contract Data	
			C1.1	Form of offer and acceptance	(Green)
			C1.2 C1.3	Contract Data Other contract forms	(Green) (Green)
			01.0	Cirior definition forms	(Orcon)
			Part C2:	Pricing data	()/-!!
			C2.1 C2.2	Pricing instructions Pricing Schedules / Bills of Quantities	(Yellow) (Yellow)
					(,
			Part C3: C3	Scope of work Scope of work	(Blue)
			03	Scope of work	(Dide)
			Part C4:	Site Information	(0,,,,,,)
			C3	Site Information	(Green)
			headings for	bid document has been formatted and compile or a single volume approach as contained in Ta andard for Uniformity in Construction Procurem	able 6 of the
T1.2.3.	COMMUNICATION	F.1.4	The employ	ver's agent is:	
	AND EMPLOYER'S AGENT		Capacity Address Tel Fax	: MGAMULE CONSULTING ENGINEERS (PT : Engineer : 29 Convent Road, Egerton, Ladysmith 3370 : 036 631 2298 : 036 631 2331 : thuthu@mgamule.co.za	ΓY)LTD
T1.2.4.	ELIGIBILITY	F.2.1	supervisory labour-inter	bidders who have in their employ management staff satisfying the requirements of the scope asive competencies for supervisory and manag to submit bids.	of work for





	Heading	Clause	Data
T1.2.5.	CLARIFICATION MEETING	F.2.7	The arrangements for a compulsory clarification meeting are as stated in the Bid Notice and Invitation to Bid.
			Bidders must sign the attendance register in the name of the bidding entity. Addenda will be issued to and bids will be received only from those bidding entities appearing on the attendance register.
T1.2.6.	ALTERNATIVE BID OFFERS	F.2.12	If bidder wishes to submit an alternative bid offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.
			Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.
			Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.
			The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.
T1.2.7.	SUBMITTING A BID OFFER	F.2.13.3	Parts of each bid offer communicated on paper shall be submitted as an original, with no additional copies.
		F.2.13.5	The details for delivery of Bid Documents are as stated in the Bid Notice and Invitation to Bid.
		F.2.13.5	A two-envelope procedure will not be followed.
T1.2.8.	CLOSING TIME	F.3.5 F.2.15	The closing time is as stated in the Bid Notice and Invitation to Bid.
T1.2.9.	BID OFFER VALIDITY	F.2.16	The bid validity period is as stated in the Bid Notice and Invitation to Bid.
T1.2.10	PROVIDE OTHER MATERIAL	F.2.18	The bidder shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility criteria.
T1.2.11	Inspections, Tests and Analysis	F.2.19	Access shall be provided for inspections, tests and analysis as may be required by the Employer.



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Witness 2



		4 1-	
Heading	Clause	Data	
T1.2.12. CERTIFICATES	F.2.23	The bidder is required to submit with his bid:	
		a) A valid original SARS Tax Clearance Certificate for the bid or in the case of a Joint Venture the Bidders to submit for each of the JV partners issued by the South African Revenue Services and combined BBBEE certificate.	
		b) The bidder's CIDB Registration Certificate or the JV's CIDB Registration Certificates with an indication of the lead partner.	
		c) BBBEE Status level of Contribution Certificate Where a bidder satisfies CIDB contractor grading designation requirements through joint venture formation, such bidders must submit the abovementioned Certificates in respect of each partner.	
		d) VAT registration certificate issued by SARS.	
		e) 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).	
		f) Company/CC/Trust/Partnership Registration Certificate	
T1.2.13. OPENING OF BID SUBMISSIONS	F.3.4	The opening of valid bids is as stated in the Bid Notice and Invitation to Bid.	
T1.2.14. ARITHMETICAL	F.3.9	Replace bullet items with:	
ERRORS		 a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern, 	
		b) If a bill of quantities (or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the unit rate shall be corrected and the line item total shall govern, and	
		c) 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 selected item prices (and their rates if a bill of quantities applies) shall be revised and the total of the prices shall govern to achieve the same tendered total of the prices.	

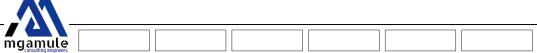


Contractor Witness 1 Witness 2 Witness 1 Employer



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Heading	Clause	Data
T1.2.15. EVALUATION O	OF F.3.11.1	The procedure for the evaluation of responsive bids is: Evaluation Method 4 (Financial Offer, Quality and Preferences)
	F.3.11.2	Bids will be evaluated in two stages in accordance with the standard bid evaluation Method 4: Financial Offer, Quality and Preferences as follows:
		STAGE 1: FUNCTIONALITY
		In order for a bidder to be considered must comply with the eligibility criteria and a bidder must score more than 70 points for functionality in Table 1 to be considered for further evaluation.
		STAGE 2 : FINANCIAL OFFER AND PREFERENCES
		All the bids that meet the Stage 1 criteria for responsiveness will progress through to the evaluation phase as set out in Returnable Schedule.



Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2



TABLE 1 - FUNCTIONALITY CRITERIA

	TABLE 1 -FUNCTIONALITY CRITERIA						
Criterion	Assessment	Score	Maximu	Bidder's Score	Verification Method	For Office	
			m Points	Score	WELFIOU	Use	
	Five completed Road Projects of this nature in the last 5 years. (4 x Reference letters (Signed by Clients) and Completion Certificates signed by Engineer).	Good	20		Traceable Appointment and Completion letters to be attached	USE	
Experience of the	Four completed Road Projects of this nature in the last 5 years. (3 x Reference letters). Signed by Clients) and Completion Certificates signed by Engineer.	Fair	15		Traceable Appointment and Completion letters to be attached		
Bidder (Name of traceable reference with contact details to be included for verification)	Three completed Road Projects of this nature in the last 5 years. (2 x Reference letter Signed by Clients) and Completion Certificates signed by Engineer).	Poor	10		Traceable Appointment and Completion letters to be attached		
	National Diploma in Civil Engineering with 5 years of experience	Good	20		Certified copy of Qualification to be attached		
Qualification and Experience of the Site Agent	National Diploma in Civil Engineering with 4 years of experience	Fair	10		Certified copy of Qualification to be attached		
	National Diploma in Civil Engineering with 3 years of experience	Poor	5		Certified copy of Qualification to be attached		
	Five or more years in Roads and Stormwater projects of this nature and Bridge construction	Good	15		Curriculum Vitae to be attached		
Experience of the Foreman	Three or more years in Roads and Stormwater projects of this nature and bridge construction	Fair	10		Curriculum Vitae to be attached		
	Less than Three years in Roads and Stormwater projects of this nature and bridge construction	Poor	05		Curriculum Vitae to be attached		
Construction Method Statement (relevant to bided project, three pages maximum).	Method statement met all the requirements	Good	10		Brief (5 Pages Maximum)		
Headings to include Approach method, Time frames, Activities (in	Acceptable method statement, limited information provided	Fair	05		Brief (5 Pages Maximum)		





						-
construction sequence), Construction Administration, Quality Management, Including Programme of Works, Health and Safety	No submission	Poor	0		Brief (5 Pages Maximum)	
Availability of relevant plant and equipment (Resources)	If the bidder owns all the required construction plant and equipment for construction of Community Halls/ General Building (Tipper Truck, TLB, Grader or Excavator, concrete mixture, water cart, roller). (proof of ownership e.g logbook)	Good	15		Proof of owner ship of all the required plant and Equipment, e.g Logbooks and proof of purchase	
	If the bidder owns some of the plant & Equipment and will hire the other required plant & Equipment for construction of Community Halls/ General Building (Tipper Truck, TLB ,Grader or Excavator, concrete mixture, water cart, roller). (proof of ownership e.g logbook and pro-forma agreement with plant hire)	Fair	10		Proof of owner ship of all the required plant and Equipment, e.g Logbooks and proof of purchase + Pro-forma agreement with plant hire	
	If the bidder will hire all the required plant and equipment for the construction of Community Halls/ General Building(Tipper Truck, TLB ,Grader or Excavator, concrete mixture, water cart, roller). (pro-forma agreement with plant hire)	Poor	05		Pro-forma agreement with plant hire	
Audited Financial Statements for Three years	Audited financial statement	Good	5			
	No submission	Poor	0			
Banking Rating Letter	R 500 000.00 - 1 000 000.00 in the bank account	Good	15		Bank Statement	
	R 250 000.00 – 500 000.00 in the bank account R 0 – 250 000.00 in the	Fair	10		Bank Statement Bank	
	bank account	Poor	05		Statement	
MAXIMUM SCORE				100		
ND: Diddone and m	equired to submit supporting				-4	

NB: Bidders are required to submit supporting documents to score full points.

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PLEASE NOTE:

- 1. BIDDERS ARE REQUIRED TO PROVIDE PROOF FOR EACH OF THE ABOVE NAMELY COMPANY REGISTRATION, QUALIFICATIONS DOCUMENTS, AND REFERENCE LETTERS FOR PREVIOUSLY COMPLETED PROJECTS. FAILURE TO DO SO WILL RENDER THE BID INVALID.
- 2. FAILURE TO COMPLETE THE PRE QUALIFICATION SCORE CARD WILL DISQUALIFY YOUR PROPOSAL AND BIDDERS NEED TO SCORE A MINIMUM OF 35 POINTS OUT OF 50 (i.e. 70%) TO BE ELIGIBLE.





F.3.11.2 Procurement Preferences

The preference evaluation will be conducted in terms of the Preferential Procurement Regulations 2017 of the OKHAHLAMBA LOCAL MUNICIPALITY. Preference evaluation will be undertaken on the 80/20 basis. The bidder is required to submit a certified copy of their BBBEE Status Level of Contribution Certificate.

In terms of Regulation 5 (2) and 6 (2) of the National Treasury, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0





F.3.11.3 Scoring Quality

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

F.3.13.1 Acceptance of Bid Offer

Bid offers will only be accepted if:

- the bidder has in his or her possession an original valid Tax Clearance Certificate issued by the South African Revenue Services;
- the bidder is registered with the Construction Industry Development Board in an appropriate contractor grading designation;
- c) the bidder or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and
- d) the bidder has not:
 - i) abused the Employer's Supply Chain Management System; or
 - ii) failed to perform on any previous contract and has been given a written notice to this effect
- f) Has completed the Compulsory Enterprise Questionnaire and that there are no conflicts of interest which may impact on the bidder's ability to perform the contract in the best interests of the employer or potentially compromise the bid process.

F.3.18

Provide copies of the Contract

The Employer will provide the successful bidder, now the Contractor, with one copy of the complete, signed contract document.

T1.2.16. PROVIDE
COPIES OF
CONTRACTS



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Employer Witness 1 Witness 2



T1.3. CONDITIONS OF BID

F.1 General

F.1.1 Actions

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

F.1.2 Bid Documents

The documents issued by the Employer for the purpose of a bid offer are listed in the Bid Data.

F.1.3 Interpretation

- **F.1.3.1** The Bid Data and additional requirements contained in the bid schedules that are included in the returnable documents are deemed to be part of these conditions of bid.
- **F.1.3.2** These conditions of bid, the Bid Data and bid schedules which are only required for bid evaluation purposes, shall not form part of any contract arising from the invitation to bid.
- **F.1.3.3** For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:
 - a) comparative offer means the bidder's financial offer after the factors of non-firm prices, all unconditional discounts and any other bided parameters that will affect the value of the financial offer have been taken into consideration.
 - corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the Employer or his staff or agents, or any official in the public service or in the employ of an organ of state, in any bid process; and
 - c) fraudulent practice means them is representation of the facts in order to influence the bid process or the award of a contract arising from a tender offer to the detriment of the Employer or any public entity or organ of state, including collusive practices intended to establish prices at artificial levels.
 - d) **quality ((functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.
 - e) **these conditions of bid** mean the Standard Conditions of Bid (as published and amended from time to time by the Construction Industry Development Board) and the Employer's Special Conditions of Bid, the latter of which are demonstrated by appearing in italics.
 - f) **bidder** means any employee, partner, shareholder or director of a commercial entity that responds to the Bid Notice by collecting bid documents.

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- consuming engineers	Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2	-



F.1.4 Communication and Employer's agent

Each communication between the Employer and a bidder 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 bidder. The name and contact details of the Employer's agent are stated in the Bid Data.

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

- F.1.5.1 The Employer does not bind itself to accept the highest scoring bid or any other bid, and may in addition accept or reject any variation, deviation, bid offer, or alternative bid offer, and may cancel the bid process and reject all bid offers at any time before the formation of a contract. The Employer shall not accept or incur any liability to a bidder for such cancellation and rejection, but will give 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 bid process or the rejection of all bid offers re-issue a bid covering substantially the same scope of work within a period of six months unless only one bid was received and such bid was returned unopened to the bidder.

F.1.6 Jurisdiction

Unless stated otherwise in the Bid Data, each Bidder and the Employer undertake to accept the jurisdiction of the courts of law of the Republic of South Africa.

F.2 Bidder's rights and obligations

F.2.1 Eligibility

Submit a bid offer only if the bidder complies with the criteria stated in the Bid Data and bidder or any of his principals, is not under any restriction to do business with the Employer.

F.2.2 Cost of bidding

Accept that the Employer will not compensate the bidder for any costs incurred in the preparation and submission of a bid offer, including the costs of attending, the site visit and / or clarification meeting(s) and any costs of testing necessary to demonstrate that aspects of the offer satisfy requirements.

F.2.3 Check documents

Check the bid 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, *regardless whether or not a bid offer is submitted,* all matters arising in connection with the bid. Use and copy the documents issued by the Employer only for the purpose of preparing and submitting a bid offer in response to the invitation.





F.2.5 Reference documents

Obtain, as necessary for submitting a bid offer, copies of the latest version of standards, specifications, Conditions of Contract and other publications, which are not attached but which are incorporated into the bid documents by reference.

F.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the bid documents, which the Employer may issue, and if necessary apply for an extension to the closing time stated in the Bid Data, in order to take the addenda into account.

F.2.7 Site visit and clarification meetings

Attend in person or designate a suitably qualified and experienced person in the direct employ of the bidder to attend the site visit and / or clarification meeting(s) at which bidders shall familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the Bid Data.

F.2.8 Seek clarification

Request clarification of the bid documents, if necessary, by notifying the Employer at least five working days before the closing time stated in the Bid Data. Any variation or deviation based on a point for which clarity should have been requested may render a bidder's offer unresponsive in terms of Standard Condition F.3.8.

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the Employer (if any) may not be for the full cover required in terms of the Conditions of Contract identified in the Contract Data. The tenderer is advised to seek qualified advice regarding insurance.

F.2.10 Pricing the bid offer

- **F.2.10.1** Include in the rates, prices, and the bided total of the prices (if any) all costs prescribed as being applicable to the specified pay items as well as all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful bidder, such duties, taxes and levies being those applicable 14 days before the closing time stated in the Bid 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 Bid 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 bid 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 bid offers (including variations and deviations)

- F.2.12.1 Submit alternative bid offers only if a main bid offer, strictly in accordance with all the requirements of the bid documents, is also submitted. The alternative bid offer is to be submitted with the main bid offer together with a schedule that compares the requirements of the bid documents with the alternative requirements the tenderer proposes. Alternative bid offers shall not alter any contingency pay items provided in the bid documents, or offer fixed prices (except where such are provided in the postulated pricing schedule) or a fixed price contract.
- **F.2.12.2** Accept that an alternative bid offer may be based only on the criteria stated in the Bid Data or criteria otherwise acceptable to the Employer.
- **F.2.12.3** Bidders may qualify a bid offer (except that no qualification shall be in conflict with Special Condition to Bid F.2.8) but undertake to do so by submitting such qualification in terms of conditions F2.12.1 and F.2.12.2.

F.2.13 Submitting a bid offer

- **F.2.13.1** Submit a bid offer to provide the whole of the works, services or supply identified in the Contract Data, unless stated otherwise in the Bid Data.
- **F.2.13.2** Return all returnable documents to the Employer as stated in the Bid Data.
- **F.2.13.3** Submit the parts of the bid offer communicated on paper as an original plus the number of copies stated in the Bid 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 Bid Data. The Employer will hold all authorized signatories liable on behalf of the bidder. *Authorized signatories for* bidders 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 bid offer.
- **F.2.13.5** Seal the original of the bid offer as a separate package marking the packages as stated in the Bid Data.
- **F.2.13.6** Where a two-envelope system is required in terms of the Bid Data, place and seal the returnable documents listed in the bid 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 bidder's name and contact address.
- **F.2.13.7** Seal the original bid 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 bid data.
- **F.2.13.8** Accept that the Employer shall not assume any responsibility for the misplacement or premature opening of the bid offer if the outer package is not sealed and marked as stated.
- **F.2.13.9** May modify, correct or withdraw his bid offer after submission of the bid offer but before the closing time stated in the bid date; provided that the authorized signatory notifies the Employer in writing.

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

Accept that bid 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 received the bid offer at the address specified in the Bid Data not later than the closing time stated in the Bid Data. Proof of posting shall not be accepted as proof of delivery. The Employer shall **not** accept bid offers submitted by telegraph, *telephone*, telex, facsimile or email, unless stated otherwise in the Bid Data.
- **F.2.15.2** Accept that, if the Employer extends the closing time stated in the Bid Data for any reason, the requirements of these Conditions of Bid apply equally to the extended deadline.

F.2.16 Bid offer validity

- **F.2.16.1** Hold the bid offer(s) valid for acceptance by the Employer at any time during the validity period stated in the Bid Data after the closing time stated in the Bid Data.
- **F.2.16.2** If requested by the Employer, consider extending the validity period stated in the Bid Data for an agreed period of time.

F.2.17 Clarification, modification or withdrawal of bid offer after submission

- F.2.17.1 Provide clarification of a tender offer in response to a request to do so from the Employer during the evaluation of bid offers. This may include providing a breakdown of rates or prices and correction of imbalanced rates or 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 bid offer is sought, offered, or permitted. The total of the prices stated by the bidder shall be binding upon the bidder.
- **F.2.17.2** Accept that the Employer may, at its sole discretion, accept a less favourable bid from those already received or invite fresh bids if a bidder, at any time after the opening of his bid offer but prior to the signing of a contract based on his bid offer:-
 - withdraws his bid; or
 - gives notice of his inability to execute the contract in terms of his bid;
 or
 - fails to sign a contract or furnish the performance security within the period fixed in the letter of award or any extended period fixed by the Employer; or
 - fails to comply with a request made in terms of standard condition F.2.18.1.
- **F.2.17.3** Pay the difference between a less favourable bid offer and his own bid offer in the event that a bidder acts as described in Special Condition F.2.17.2 and/or pay the Employer's wasted and additional costs incurred in inviting fresh bids; provided that the Employer may fully or partly exempt a bidder from the provisions of this special condition if he is of the opinion that the circumstances justify the exemption.





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 bid offer, the bidder'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 bidder not provide the material, or 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 bid offer as non-responsive and may invoke the same remedy for potential additional costs as provided for under special condition F.2.17.3.
- **F.2.18.2** Accept the Employer's right, at his sole discretion, to appoint suitably qualified persons to report on the financial resources, standing with the South African Revenue Services regarding all taxes, management structure and ownership details of any tenderer and/or to verify the correctness of any information furnished to the Employer in terms of condition F.2.17.1. Comply with the Employer's request within the time stated in the request. Failure on the part of the tenderer to cooperate with such an inquiry shall entitle the Employer to declare such tender offer as non-responsive.
- **F.2.18.3** 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 Bid 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 bid documents

If so instructed by the Employer, return all retained bid documents within 28 days after the expiry of the validity period stated in the Bid Data.

F.2.23 Certificates

Include in the tender submission or provide the Employer with any certificates as stated in the Bid Data.

F.3 The Employer's undertakings

F.3.1 Respond to clarification

Respond to a request for clarification received up to five working days prior to the bid closing time stated in the Bid Data and notify all bidders who drew *bid* documents.





F.3.2 Issue Addenda

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

F.3.3 Return of bid offers

Return bid offers *withdrawn in terms of F.2.13.9 or* received after the closing time stated in the Bid Data, unopened, (unless it is necessary to open a bid submission to obtain a forwarding address), to the bidder concerned.

F.3.4 Opening of bid submissions

- **F.3.4.1** Unless the two-envelope system is to be followed, open valid bid submissions in the presence of bidders' agents who choose to attend at the time and place stated in the Bid Data. Bid submissions for which acceptable reasons for withdrawal have been submitted will not be opened.
- **F.3.4.2** Announce at the opening held immediately after the opening of bid submissions, at a venue indicated in the Bid Data, the name of each bidder whose bid offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main bid 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

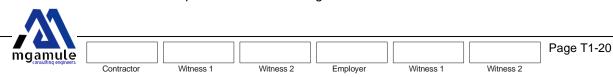
- **F.3.5.1** Where stated in the Bid Data that a two-envelope system is to be followed, open only the technical proposal of valid bids in the presence of bidders' agents who choose to attend at the time and place stated in the Bid Data and announce the name of each bidder whose technical proposal is opened.
- **F.3.5.2** Evaluate the quality of the technical proposals offered by bidders, then advice bidders 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 bidders, who score in the quality evaluation more than the minimum number of points for quality stated in the Bid Data, and announce the total price and any preferences claimed. Return unopened financial proposals to bidders whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

F.3.7.1 Determine whether there has been any effort by a bidder to influence the processing of bid offers and instantly disqualify a bidder (and his bid offer) if it is established that he engaged in corrupt or fraudulent practices. In addition, any such disqualification shall entitle the Employer, at its sole discretion, to impose a specified period during which bid offers will not be accepted from the offending bidder.





- **F.3.7.2** Communicate to other state bid boards, provincial bid boards or parastatal bid boards any bidder disqualified in terms of special condition F.3.7.1.
- **F.3.7.3** Consider rejecting any bid offers received from bidders who are involved in any form of litigation or legal proceedings by or against the Employer.

F.3.8 Test for responsiveness

Determine, on opening and before detailed evaluation, whether each bid offer properly received:

- a) meets the requirements of these Conditions of Bid,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the bid documents.

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

- detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- change the Employer's or the bidder's risks and responsibilities under the contract, or
- affect the competitive position of other bidders presenting responsive bids, if it were to be rectified.

Reject a non-responsive bid 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 and imbalanced unit rates

Check responsive tender offers for arithmetical errors, correcting them in the following manner:

- Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- If a pricing schedule (or schedule of quantities or schedule of rates) applies and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the *unit rate* shall govern and the *line item* shall be corrected. However, where there is an obviously gross misplacement of the decimal point in the unit rate, the unit rate will be corrected.
- 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 bidder's addition of prices, the total of the prices shall be corrected.

Check responsive bid offers for imbalanced unit rates and request bidders to consider amending and adjusting any rates declared imbalanced by the Employer while retaining the total of the prices derived after any correction made in terms of this condition to bid.

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Consider the rejection of a bid offer if the bidder does not correct or accept the correction of his arithmetical errors or amend/adjust an imbalanced unit rate in the manner described above.

F.3.10 Clarification of a bid offer

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

F.3.11 Evaluation of bid offers

F3.11.1 General

Appoint an evaluation panel of not less than three *duly qualified* persons. Reduce each responsive bid offer to a comparative offer and evaluate it using the bid evaluation method that is indicated in the Bid Data and described below.

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

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





F.3.11.2 Scoring Financial Offers

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

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

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

offer.

 W_1 = the maximum possible number of tender evaluation points

awarded for the financial offer as stated in the Bid Data.

A = a number calculated using either formulas 1 or 2 below as

stated in the Bid Data.

Formula	Comparison aimed at achieving	Option 1	Option 2
1.	Highest price or discount	$A = (1 + \frac{(P - P_{m})}{P_{m}})$	A = P/Pm
2.	Lowest price or percentage commission/fee	$A = (1 - \frac{(P - P_{m})}{P_{m}})$	A = Pm/P

Where:

Pm = the comparative offer of the most favourable bid offer.
P = the comparative offer of bid offer under consideration.

F.3.11.3 Scoring quality (functionality)

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

F.3.11.4 Scoring preference

Score preferences claimed in the responsive bids offered according to the method stated in the Bid Data.

F.3.11.5 Scoring total quality, financial and preference offers

Score total of the quality, financial and preference offers in accordance with method 4 of clause F.3.11.1.

F.3.12 Insurance provided by the Employer

If requested by the proposed successful bidder, submit for the bidder'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 bid offer

- **F.3.13.1** Accept bid offer only if the bidder satisfies the requirements stated in the Bid Data, *including the legal requirements*
- **F.3.13.2** Notify the successful bidder of the Employer's acceptance of his bid offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the Bid Data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statement, it will constitute the formation of a contract between the Employer and the successful bidder as described in the form of offer and acceptance.





F.3.14 Notice to unsuccessful bidders

After the successful bidder has acknowledged the Employer's notice of acceptance, notify other bidders that their bid offers have not been accepted.

F.3.15 Prepare contract documents

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

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

F.3.16 Issue final contract

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

F.3.17 Complete adjudicator's contract

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

F.3.18 Provide copies of the contracts

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

F.3.19 Delegation of authority

The Employer may delegate any power vested in him by virtue of these Conditions of Bid to an officer or employee of the Employer, provided that such delegation shall be in writing setting out the general or specific powers delegated.





OKHAHLAMBA LOCAL MUNICIPALITY

DEPARTMENT OF TECHNICAL SERVICES

CONSTRUCTION OF MACANDA GRAVEL ROAD

BID NO: 8/1/1/4/9-TEC 02/2022

PART T2

RETURNABLE SCHEDULES





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T2.1. LIST OF RETURNABLE DOCUMENTS

The bidder must complete the following returnable documents:

T2.1.1. PARTICULARS OF BIDDER

THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

Name of Bidder:
Postal Address:
Street Address:
T-11N1
Telephone Number
Code: Number:
Cell phone Number:
Facsimile Number Code:Number:
Contact Person:
E-mail Address
Company / Enterprise Income Tax Reference Number:
Has an original Tax Clearance Certificate been attached (MBD2) NO / YES
Vat Registration Number:
Company Registration No:
Is the Firm registered or does it have a Business Licence(s): (Tick one box) YES NO
If YES, give details and quote relevant Reference numbers and dates
Are you the accredited Representative in South Africa for the Goods / services offered by you? YES/NO (If YES enclose proof)

AN ORIGINAL TAX CLEARANCE CERTIFICATE MUST BE ATTACHED TO YOUR BID.



The undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm, affirms that the information furnished is true and correct.

Signature:	
Date:	
Duly authorised to sign on behalf of:	
Address:	
Telephone Number:	





T2.1.2. CERTIFICATE OF AUTHORITY

This Returnable Schedule is to be completed by companies and close corporations.

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

	Company	Joint Venture	Close Corporation
Α.	Certificate for company		
	l,		Managing Director on behalf of the
	board of directors of		, hereby
	confirm that by resolution of th	e board taken on	
		, has been duly	authorized to sign all documents in
	connection with this bid and ar	ny contract resulting from it on beh	alf of the company.
	As witnesses: -		
	1		ing Director
		manag	
	2		
		Date	
В.	Certificate for Joint Venture		
	We, the undersigned, are su	bmitting this bid offer in Joint Ve	nture and hereby authorize Mr/Ms
		, a	uthorized signatory of the company
			, acting in the capacity of lead
	partner, to sign all documents	in connection with the bid offer a	nd any contract resulting from it on

NAME OF FIRM	ADDRESS	AUTHORIZING SIGNATURE, NAME & CAPACITY
Lead partner		

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our behalf.



_	a .:::		•
C.	Certificate	tor Close	Corporation

We, the undersigned, being the key members in the business trading as
hereby
authorize Mr/Ms , to sign all documents
in connection with the bid and any contract resulting from it on our behalf.

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.





RECORD OF ADDENDA TO BID DOCUMENTS T2.1.3.

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

5. 6. 7. Attach additional pages if more space is required. Signed		Date	Title or Details
3. 4. 5. 6. 7. 8. Attach additional pages if more space is required. Signed Date	1.		
3. 4. 5. 6. 7. 8. Attach additional pages if more space is required. Signed Date			
4. 5. 6. 7. Attach additional pages if more space is required. Signed Date Name Position	2.		
4. 5. 6. 7. Attach additional pages if more space is required. Signed Date Name Position	3.		
5. 6. 7. 8. Attach additional pages if more space is required. Signed			
6. 7. 8. Attach additional pages if more space is required. Signed Date Name Position	4.		
6. 7. 8. Attach additional pages if more space is required. Signed Date Name Position			
7. 8. Attach additional pages if more space is required. Signed	5.		
7. 8. Attach additional pages if more space is required. Signed			
8. Attach additional pages if more space is required. Signed Date	6.		
8. Attach additional pages if more space is required. Signed Date			
Attach additional pages if more space is required. Signed Date	7.		
Attach additional pages if more space is required. Signed Date			
Signed Date	8.		
Signed Date			
Signed Date	Attack	additional pages if more s	enace is required
Name Position	Allaci	i additional pages il more s	pace is required.
Name Position	5	Signed	Date
Bidder			



Contractor Witness 1 Witness 2 Employer Witness 1



T2.1.4. COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.				е	
•	Name of enterprise:				
Section 2:	n 2: VAT registration number, if any:				
Section 3:					
Section 4:	Particulars of sole	proprietors and	partners in pa	artnerships	
	Name*	Identity nu	umber*	Personal income tax number*	
* Comp	lete only if sole propr	ietor or partnership	o and attach se	eparate page if more than 3 partners.	
Section 5:	Particulars of com	panies and close	e corporations	5	
Company re	egistration number				
Close corpo	oration number				
Tax referen	ce number				
Section 6:	Record of service	of the state			
Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:					
 a member of any municipal council a member of any provincial legislature a member of the National Assembly or the National Council of Province a member of the board of directors of any municipal entity an employee of any provincial department national or provincial public entity or constitutional institution within the meaning or the Public Finance Management Act, 1998 (Act 1 of 1999) a member of an accounting authority of any national or provincial public entity an employee of any provincial department national or provincial public entity or any national or provincial public entity an employee of any provincial department national or provincial public entity or any national or provincial public entity an employee of any provincial department national or provincial public entity or any national or provincial public entity an employee of Parliament or a provincial department national or provincial public entity or provincial public entity or any national or provincial public entity or any national or provincial public entity or any expectation. 			or provincial public entity or tional institution within the meaning of olic Finance Management Act, 1999 (1999) ber of an accounting authority of any or provincial public entity oloyee of Parliament or a provincial		





Name of sole proprietor, partner, director, manager,	Name of institution, public office, board	Status of service (tick appropriate column)	
principal shareholder or stakeholder	or organ of state and position held	Current	Within last 12 months
Insert separate page if necessa	ry.		
artner in a partnership or director orporation is currently or has been	coxes with a cross, if any spouse, child or pare r, manager, principal shareholder or stakeholder n within the last 12 months been in the service of council	er in a comp of any of the	pany or clo following:
artner in a partnership or director	r, manager, principal shareholder or stakeholder or within the last 12 months been in the service of council an employee of any legislature national or provincing constitutional institution the Public Finance Mar 1 of 1999) a member of an according an according to the provincing constitution of the public finance of the public f	er in a composer in a composer in a composer in a provincial in within the nagement Accounting autholic entity	pany or clos following: departmer entity meaning ct, 1999 (A
artner in a partnership or director or porporation is currently or has been a member of any municipal of a member of any provincial I a member of the National A National Council of Province a member of the board of of municipal entity an official of any municipality entity	r, manager, principal shareholder or stakeholder or within the last 12 months been in the service of any degislature assembly or the directors of any director	provincial ial public within the nagement Acounting authoblic entity iament or	departmer entity meaning ct, 1999 (A nority of ar a provinci
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artner in a partnership or director or porporation is currently or has been a member of any municipal of a member of any provincial I a member of the National A National Council of Province a member of the board of of municipal entity an official of any municipality entity Name of spouse, child or	r, manager, principal shareholder or stakeholder or within the last 12 months been in the service of any degislature an employee of any national or provincing constitutional institution the Public Finance Mar 1 of 1999) a member of an accompational or provincial pure An employee of Parl legislature Name of institution, public office, board	provincial ial public within the nagement Acounting autholic entity iament or	departmer entity meaning ct, 1999 (A dority of ar a provinci propriate umn) Within last 12
artner in a partnership or director or porporation is currently or has been a member of any municipal of a member of any provincial I a member of the National A National Council of Province a member of the board of of municipal entity an official of any municipality entity Name of spouse, child or	r, manager, principal shareholder or stakeholder or within the last 12 months been in the service of any degislature an employee of any national or provincing constitutional institution the Public Finance Mar 1 of 1999) a member of an accompational or provincial pure An employee of Parl legislature Name of institution, public office, board	provincial ial public within the nagement Acounting autholic entity iament or	departmer entity meaning ct, 1999 (A dority of ar a provinci propriate umn) Within last 12





The undersigned, who warrants that he/she is duly authorized to do so on behalf of the enterprise:

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed	Date
Name	Position
Enterprise name	





T2.1.5. DECLARATION OF INTEREST (MBD 4) ANNEXURE C

- 1. No bid will be accepted from persons in the service of the state¹.
- 2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

3	In order to give effect to the above, the following questionnaire must be complete and submitted with the bid.	d
	3.1 Full Name of bidder or his or her representative:	
	3.2 Identity Number:	
	3.3 Position occupied in the Company (director, trustee, hareholder²):	
	3.4 Company Registration Number:	
	3.5 Tax Reference Number:	
	3.6 VAT Registration Number: 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.	
	3.8 Are you presently in the service of the state? YES / NO	
	3.8.1 If yes, furnish particulars.	
(a) (b) (c) (d)	M Regulations: "in the service of the state" means to be — a member of — (i) any municipal council; (ii) any provincial legislature; or (iii) the national Assembly or the national Council of provinces; a member of the board of directors of any municipal entity; an official of any municipality or municipal entity; an employee of any national or provincial department, national or provincial public entity constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999); a member of the accounting authority of any national or provincial public entity; or an employee of Parliament or a provincial legislature.	or
	nareholder" means a person who owns shares in the company and is actively involved in management of the company or business and exercises control over the company.	
	3.9 Have you been in the service of the state for the past twelve months? YES / NO	
_	3.9.1 If yes, furnish particulars	
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Witness 1

Contractor

Witness 2

Employer

Witness 1

Witness 2



3.10	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? 3.10.1 If yes, furnish particulars.	
3.11	Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?	YES / NO
	3.11.1 If yes, furnish particulars	
3.12	Are any of the company's directors, trustees, managers, principle shared or stakeholders in service of the state?	reholders YES / NO
	3.12.1 If yes, furnish particulars.	
3.13	Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state?	YES / NO
	3.13.1 If yes, furnish particulars.	
3.14	Do you or any of the directors, trustees, managers, principle sharehos stakeholders of this company have any interest in any other related business whether or not they are bidding for this contract?	
	3.14.1 If yes, furnish particulars:	





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

Full Name	Identity Number	State Employee Number
Signature		Date
Capacity	 Nar	ne of Bidder

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						Page T2-13
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2	

Contractor

Witness 1

Witness 2

Employer

Witness 1



T2.1.6. PREFERENTIAL PROCUREMENT (MBD 6.1)

MBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 PREFERENTIAL PROCUREMENT REGULATIONS, 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for Broad Based Black Economic Empowerment (BBBEE) preference points.

1. **GENERAL CONDITIONS**

- 1.1 The following preference point systems are applicable to all bids:
 - the 80/20 system for requirements with a Rand value of up to R50 000 000; and
 - the 90/10 system for requirements with a Rand value above R50 000 000.
- 1.2 The value of this bid is estimated to exceed/not exceed R50 000 000 and therefore the 80/20 system shall be applicable.
- 1.3 Preference points for this bid shall be awarded for:
 - (a) Price: and
 - Specific contract participation goals, as specified in the attached forms. (b)
- 1.3.1 The points for this bid are allocated as follows:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 1.4 Failure on the part of a bidder to fill in and/or to sign this form may be interpreted to mean that preference points are not claimed.
- 1.5. The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

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Page T2-14 Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2



2. GENERAL DEFINITIONS

- 2.1 "Acceptable bid" means any bid which, in all respects, complies with the specifications and conditions of bid as set out in the bid document.
- 2.2 **"Bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods, works or services.
 - 2.3 **"Comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration.
- 2.4 **"Consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
- 2.5 "Contract" means the agreement that results from the acceptance of a bid by an organ of state.
- 2.7 **"Control"** means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.
- 2.11 "Management" means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.
- 2.12 **"Owned"** means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.
- 2.13 "**Person**" includes reference to a juristic person.
- 2.14 **"Rand value"** means the total estimated value of a contract in Rand denomination that is calculated at the time of bid invitations and includes all applicable taxes and excise duties.
- 2.15 **"Small, Medium and Micro Enterprises (SMMEs)** bears the same meaning assigned to this expression in the National Small Business Act, 1996 (No 102 of 1996).
- 2.16 **"Sub-contracting"** means the primary contractor's assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
- 2.17 **"Trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.
- 2.18 **"Trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

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mgamule	Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2	1



3. ADJUDICATION USING A POINT SYSTEM

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

4. POINTS AWARDED FOR PRICE

4.1 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

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

Where

Ps = Points scored for price of bid under consideration

Pt = Rand value of bid under consideration

Pmin = Rand value of lowest acceptable bid

- 6.2 Equity claims for a trust will only be allowed in respect of those persons who are both trustees and beneficiaries and who are actively involved in the management of the trust.
- 6.3 Documentation to substantiate the validity of the credentials of the trustees contemplated above must be submitted.
- 6.4 Listed companies and tertiary institutions do not qualify for HDI preference points.
- A consortium or joint venture may, based on the percentage of the contract value managed or executed by each entity, to be entitled to preference points in respect of BEE.
- A person awarded a contract as a result of preference for contracting with, may not subcontract more than 25% of the value of the contract to a person who is not an BEE compliant or does not qualify for the same number or more preference for BEE.

7. BID DECLARATION

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

8. DESCRIBE PRINCIPAL BUSINESS ACTIVITIES





9.	COMPAN	NY CLASSIFICATION			
	Manufact Supplier Professio	curer onal service provider			
	Other ser	rvice providers, e.g. transporter, etc.			
	[TICK APP	LICABLE BOX]			
10.		PAL INFORMATION RICT MUNICIPALITY ACCOUNT) *WA	TER AND SANITATION ACCOUNT		
	District M	lunicipality where business is situated:			
	Registere	ed Account No:			
	Stand No	x			
	(LOCAL	MUNICIPALITY ACCOUNT) *RATES	, REFUSE, ELECTRICTY ACCOUNTS		
	Local Mu	nicipality where business is situated:			
	Registere	ed Account No:			
	Stand No):			
11	TOTAL N	NUMBER OF YEARS THE FIRM HAS	BEEN IN BUSINESS?		
12	Conso	rtium / Joint Venture			
12 12.1	In the ev	vent that preference points are claim	ed for BEE members by consortia / joint nished in order to be entitled to the points		
12.1 Name	In the eventures claimed i	vent that preference points are claimed, the following information must be fur n respect of the HDI member:			
12.1 Name partne	In the eventures claimed i	vent that preference points are claimed, the following information must be fur in respect of the HDI member: venture or consortium	Percentage (%) of the contract value managed or executed by the Joint		
12.1 Name partne	In the eventures claimed i	vent that preference points are claimed, the following information must be fur in respect of the HDI member: venture or consortium	Percentage (%) of the contract value managed or executed by the Joint		
12.1 Name partne	In the eventures claimed i	vent that preference points are claimed, the following information must be fur in respect of the HDI member: venture or consortium	Percentage (%) of the contract value managed or executed by the Joint		
12.1 Name partne	In the eventures claimed i	vent that preference points are claimed, the following information must be fur in respect of the HDI member: venture or consortium	Percentage (%) of the contract value managed or executed by the Joint		
12.1 Name partne	In the eventures, claimed i of joint or (to be of the firm of the	vent that preference points are claimed, the following information must be fur in respect of the HDI member: venture or consortium consistent with paragraph e undersigned, who warrants that he/son certify that points claimed, based on	Percentage (%) of the contract value managed or executed by the Joint		
Name partne 9.8)	In the eventures, claimed i of joint or (to be of the firm of the	vent that preference points are claimed, the following information must be fur in respect of the HDI member: venture or consortium consistent with paragraph e undersigned, who warrants that he/s in certify that points claimed, based on foregoing certificate, qualifies the firm	Percentage (%) of the contract value managed or executed by the Joint Venture or Consortium partner the is duly authorised to do so on behalf of the BEE status, indicated in paragraph 8 or for the preference(s) shown and I / we		
Name partne 9.8)	In the every ventures, claimed in the firm of the acknow	vent that preference points are claimed, the following information must be fur in respect of the HDI member: venture or consortium consistent with paragraph e undersigned, who warrants that he/s in certify that points claimed, based on foregoing certificate, qualifies the firm yieldge that: The information furnished is true and	Percentage (%) of the contract value managed or executed by the Joint Venture or Consortium partner the is duly authorised to do so on behalf of the BEE status, indicated in paragraph 8 or for the preference(s) shown and I / we		
Name partne 9.8)	In the eventures, claimed in the firm of the acknown (i)	vent that preference points are claimed, the following information must be fur in respect of the HDI member: venture or consortium consistent with paragraph e undersigned, who warrants that he/s in certify that points claimed, based on foregoing certificate, qualifies the firm vieldge that: The information furnished is true and indicated in paragraph 1 of this form.	Percentage (%) of the contract value managed or executed by the Joint Venture or Consortium partner the is duly authorised to do so on behalf of the BEE status, indicated in paragraph 8 or for the preference(s) shown and I / we correct.		

mganule
Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

Contractor Witness 2 Employer Witness 1 Witness 2

shown in paragraph 8, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.

- (iv) If the claims are found to be incorrect, the purchaser may, in addition to any other remedy it may have -
 - (a) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct; and
 - (b) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation.

W	ITN	ΙF	SS	F	S	

1.		SIGNATURE(S) OF BIDDER(S)
2.		
	DATE	≧:
	ADD	RESS:





T2.1.7. DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT (MBD 6.2)

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = 1 - \frac{x}{y} \times 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial development/ip.jsp at no cost.

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;
 - 2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

Description of services, works or goods
 Clothing, Textile, leather and foot wear
 Fabricated Structural Steel
 Stipulated minimum threshold
 100%
 100%





•	Reinforcing bars	100%
•	Wire Products	100%
•	Steel Plates	100%

3. Does any portion of the goods or services offered have any imported content?

(*Tick applicable box*)

YES	NO	

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.



						Page T2-20
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2	



LOCAL CONTENT DECLARATION (REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION. PARTNERSHIP OR INDIVIDUAL) IN RESPECT OF BID NO. **ISSUED BY**: (Procurement Authority / Name of Institution):

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

.....

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial development/ip.isp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below. Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned,	(full names),
do hereby declare, in my capacity as	
of	
the following:	

- The facts contained herein are within my own personal knowledge. (a)
- (b) I have satisfied myself that:

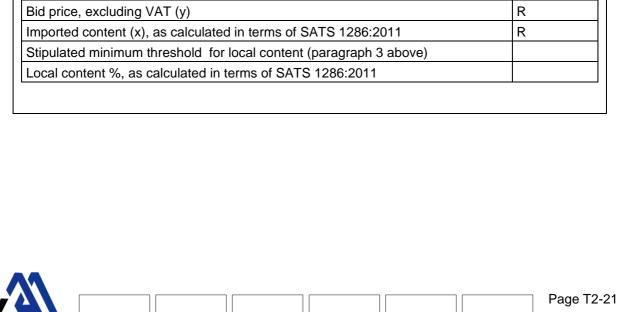
Contractor

Witness 1

NB

- the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	



Witness 2

Employer

Witness 1

Witness 2



If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data—that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE:	DATE:
WITNESS No. 1	DATE:
WITNESS No. 2	DATE:



Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

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											SATS 1286.201
					Anne	k C					
			Local	Content De	eclaration	- Summar	ry Schedu	ile			
Tender No. Tender descript	tion:									Note: VAT to be ex	cluded from al
Designated prod Tender Authorit	ity:										
Tendering Entity Tender Exchang Specified local of	ge Rate:	Pula	EU		GBP]				
		Tender price		alculation of l Tender value net of			Local			der summary	
Tender item no's	List of items		imported value	exempted imported	Imported value	Local value		l Otv	Total tender value	Total exempted imported content	Total Importe content
(C8)	(C9)	(C10)	(C11)	content (C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
							(C20) Total (tender value	R O		
Signature of ter	nderer from Annex B	<u> </u>					(C21)	Total Exempt	imported content	t R O	_
					l	(C22) Total Te	nder value n	et of exempt	imported content	t R 0 al Imported content	
										Total local content	
Date:								(C2	.5) Average local c	content % of tender	



OKHAHLAN	181

SATS 1286.2011 Annex D Imported Content Declaration - Supporting Schedule to Annex C Tender No. Note: VAT to be excluded (D2) Tender description: from all calculations (D3) Designated Products: (D4) Tender Authority: (D5) Tendering Entity name: EU Tender Exchange Rate: Pula GBP A. Exempted imported content Calculation of imported content Forign All locally Tende Tender item incurred Total landed Tender npted impo cal value of Freight costs to Description of imported content Local supplier Overseas Supplier value as per Exchange nding costs cost excl VAT imports port of entry Qty value Commercial Rate & duties Invoice (D7) (D8) (D9) (D10) (D11) (D12) (D13) (D14) (D15) (D16) (D17) (D18) (D19) Total exempt i ted value This total must correspond with Annex C - C 21 Calculation of imported cont B. Imported directly by the Tenderer Forign All locally Tender item Unit of incurred Total landed Local value of Freight costs to Tender Total imported Description of imported content Overseas Supplier value as pe of Exchange cost excl VA no's imports port of entry nding costs Qty Commercial & duties Invoice (D20) (D21) (D22) (D23) (D25) (D26) (D27) (D28) (D29) (D30) (D31) (D24) (D32) Total imported value by tenderer R 0 C. Imported by a 3rd party and supplied to the Tenderer Calculation of imported content Forign All locally incurred Total landed Total imported Tender Rate Local value of Freight costs to Quantity Unit of measure Description of imported content Local supplier Overseas Supplier value as pe of Exchange cost excl VA imports port of entry nding costs value Commercial & duties (D33) (D34) (D44) (D35) (D36) (D37) (D38) (D39) (D40) (D41) (D42) (D43) (D45) Total imported value by 3rd party Calculation of foreign currency Summary of D. Other foreign currency payments payments Local supplie Tender Rate Local value of Overseas Foreign currency Type of payment making the of Exchange beneficiary value paid payments payment (D46) (D48) (D49) (D50) (D51) (D47) (D52) Total of foreign currency payments declared by tenderer and/or 3rd party Signature of tenderer from Annex B (D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above This total must correspond with Annex C - C 23 Date

\mathbf{M}						
/4	Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
mgamule	Contractor	***************************************	WILLIOUS Z	Employer	***************************************	With 1000 Z



	_		1				
							SATS 1286.2011
				Anne	хE		
		Local Cor	ntent Declaratio	on - Supi	oorting Sche	edule to Annex C	
				71.—			
(E1)	Tender No.					Note: VAT to be excluded	from all
(E2)	Tender descri	ption:				calculations	
(E3)	Designated pr	roducts:					
(E4)	Tender Autho	•					
(E5)	Tendering Ent	tity name:					
		Local Products (Goods, Services and Works)	Description	of items pu	urchased	Local suppliers	Value
				(E6)		(E7)	(E8)
							<u> </u>
				(E9) Total	local products (Goods, Services and Works) R0
	(E10)	Manpower costs	(Tenderer's manpo	wer cost)			R O
	()						
	(E11)	Factory overheads	(Rental, depreciatio	n & amortis	sation, utility cos	sts, consumables etc.)	R O
	(F12)	Administration over	heads and mark-up	(Marketing	insurance fina	ncing interest etc)	R O
	()			(,		
						(E13) Total local conten	t RO
						This total must correspon	nd with Annex C -
	C:						
	signature of t	enderer from Annex	<u> </u>				
	Date:						





MBD 7.2

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Witness 2

T2.1.8. **CONTRACT FORM – RENDERING OF SERVICES**

mgamule

Contractor

Witness 1

Witness 2

Employer

Witness 1

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.

PAF	RT 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)					
2.	The following documents shall be deemed to form and be read and construed as part of this agreement:					
	Bidding documents, viz Invitation to bid; Tax clearance certificate; Pricing schedule(s); Filled in task directive/proposal; Preference claims for Broad Based Black Ecor Contribution in terms of the Preferential Procurer Declaration of interest; Declaration of Bidder's past SCM practices; Certificate of Independent Bid Determination; Special Conditions of Contract; General Conditions of Contract; and 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.					
2.	I accept full responsibility for the proper execution and fulfill devolving on me under this agreement as the principal liable	_				
3.	I declare that I have no participation in any collusive practice regarding this or any other bid.	es with any bidder or any other person				
4.	I confirm that I am duly authorised to sign this contract.	WITNESSES				
	NAME (PRINT)	1				
	CAPACITY	2				
	SIGNATURE	DATE:				
	NAME OF FIRM					



MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

	in my capac	ity as		
ccept your bid under reference	e number	dated	for	the rendering of
ervices indicated hereunder ar	d/or further specified	I in the annexure	(s).	
n official order indicating servi	co dolivory instruction	ne ie fortheomina		
· ·	•	J		
undertake to make payment fone contract, within 30 (thirty) da			e with the terms a	and conditions of
		6.66.		
SCRIPTION OF RVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)
	ad ta aigu thia agustua	-1		
confirm that I am duly authoriz	ed to sign this contra	CI.		
IGNED AT		I THEOF		2013
AME (PRINT)				
IGNATURE				
		·		
FFICIAL STAMP			WITNESSES	

mgamule consulting engineers							Page T2-25
— consuming engineers	Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2	_



T2.1.9. DECLARATION OF COMPETENCY ON HEALTH AND SAFETY REQUIREMENTS

Bidder to provide a declaration on his competencies in establishing and maintaining a Health and Safety plan as required in terms of the Construction Regulations of 2003 and the Occupational Health and Safety Act (85 of 1993).

In order to demonstrate these competencies, the Bidder is to provide with his bid (and attached to this page as a separate document) brief statements as to a safety plan and how the safety management systems will work and what control procedures, they plan on using to ensure safety on the construction site.

The following generic aspects should be covered in the safety plan:

- What administrative procedures the Contractor envisage to use in the implementation and maintenance of the safety plan with reference to the construction site.
- How continuous assessment of the safety plan will be assessed and implemented with respect to construction site.
- What control systems the Contractor envisage to implement on site to support his safety program.
- How the Contractor will ensure that he adheres to the construction regulations in respect of competent persons for appointments.
- What external resources the Contractor envisage on using to ensure successful implementation and sustainability of the safety plan.
- What training to employees the Contractor envisage and how he would go about to execute it.
- The Contractor should indicate which competent persons he currently has in his employ or he plans on employing and attach abbreviated Curriculum Vita's of these persons.
- The Contractor should provide proof for the following:
 - Operator's competency certificates
 - Operator's drivers licenses
 - Operator's medical fitness certificates
 - Plant and vehicles roadworthy certificates

DECLARATION BY BIDDER

It is confirmed that an outline of the Health and Safety plan is attached hereto. We further declare that we have the competence and necessary resources to carry out work safely in compliance with the Construction Regulations 2003.

Signed			Da				
Name			Po	sition			
Enterprise							
name							
M -							
mgamule mgconsulting engineers							Page T2-26
consulting engineers	Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2	_



DECLARATION

I, THE UNDERSIGNED (NAME)		
CERTIFY THAT THE INFORMATION	FURNISHED IN PARAGRAPHS	2.1 TO 2.3.1 ABOVE IS
CORRECT, AND THAT THE SIGNATOR	RY TO THIS DOCUMENT IS DULY	AUTHORISED.
ACCEPT THAT THE MUNICIPALITY	MAY ACT AGAINST ME SHOU	JLD THIS DECLARATION
PROVE TO BE FALSE.		
Name (print)	Signature	Date

"In the service of the state" means:

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





T2.1.10. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)

- 1 This Municipal Bidding Document must form part of all quotations invited.
- It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - 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).
- In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

4.1.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied). If so, furnish particulars:	Yes Yes	No No
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)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	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 of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No

mgamule consulting engineers	Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2	Page T2-28



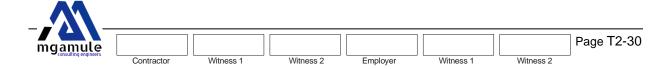
	4.3.1 If so, furnish particulars:					
	Item 4.4	Question Does the bidder or any of its directors owe at taxes or municipal charges to the municipal any other municipality / municipal entity, that than three months?	lity / municipal entity, or to	Yes Yes	No	
	4.4.1 If so, furnish particulars:					
	4.5 Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?					
	4.7.1	If so, furnish particulars:				
I, THI		PERSIGNED (FULL NAME'S)T T THE INFORMATION FURNISHED ON TH	IS DECLADATION FORM IS	2 TDIIE	AND	
CORRI I ACCE	ECT. EPT TH <i>A</i>	AT, IN ADDITION TO CANCELLATION OF A SHOULD THIS DECLARATION PROVE TO	A CONTRACT, ACTION MA			
Signati	ure	 Date				
Positio	on		3idder			





T2.1.11. CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

- 1. This document (MBD 9) forms part of all *bids 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. 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 OKHAHLAMBA LOCAL 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.
 - * all bids: includes price quotations, advertise competitive bids, limited bids and proposals
 - * Bid rigging (or collusive bidding) occurs when business, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to complete.





MBD 9

CETIFICATE OF INDEPENDENT BID DETERMINATION

CLIIII	CAIL	OF INDEPENDENT BID DETERMINATION
I, the u	ndersiç	gned, in submitting the accompanying bid:
		(Bid number and Description)
In respo	onse to	the invitation for the bid made by:
OKHAI	HLAMI	BA LOCAL MUNICIPALITY
do here	eby ma	ke the following statements that I certify to be true and complete in every respect:
I certify	, on be	ehalf of:that: (Name of Bidder)
1.	I have	e read and understand the contents of this certificate;
2.		erstand that the accompanying bid will be disqualified if this certificate is found not to be and complete in every respect;
3.		authorized by the bidder to sign this certificate, and to submit the accompanying bid, on f of the bidder;
4.		person whose signature appears on the accompanying bid has been authorized by the r to determine the terms of, and to sign, the bid, on behalf of the bidder;
5.	"comp	ne purposes of this certificate and the accompanying bid, I understand that the word petitor" shall include any individual or organization, other than the bidder, whether or not ted 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.	comm	oidder has arrived at the accompanying bid independently from, and without consultation, nunication, agreement or arrangement with any competitor. However communication een partners in a joint venture or consortium* will not be construed as collusive bidding.
7.		rticular, without limiting the generality of paragraphs 6 above, there has been no litation, communication, agreement or arrangement with any competitor regarding:
	(a)	Prices
	(b)	geographical areas where product or service will be rendered (market allocation)
	(c)	methods, factors or formulas used to calculate prices;
	(d)	the submission of a bid which does not meet the specifications and conditions of the bid; or
A		(e) the submission of a bid which does not meet the specifications and conditions of the bid; or
mgam	ule	Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2 Page T2-31



- (f) bidding with the intention no 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 the awarding of the contract.
 - * Joint Venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.
- 10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of Section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

Signature	Date	••••
Position	Name of Bidder	

mgamule consulting engineers							Page T2-32
conducting enquireers	Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2	



T2.1.12. COMPANY REGISTRATION DOCUMENTS AND CERTIFIED ID'S OF COMPANY DIRECTORS

ATTACH THE CERTIFIED COPIES OF COMPANY REGISTRATION DOCUMENTS AND CERTIFIED COPIES OF ID'S OF THE MEMBERS UNDER THIS PAGE	





T2.1.13. DECLARATION OF GOOD STANDING - REGARDING TAX AND SARS PIN

ATTACH COPY OF TAX CLEARANCE CERTIFICATE, TAX COMPLIANCE STATUS AND SARS PIN
--





T2.1.14. FORM CENTRAL BUSINESS DATABASE (SUMMARY REPORT)

CENTRAL BUSINEES DATABASE ATTACH UNDER THIS PAGE





T2.1.15. B-BBEE STATUS LEVEL CONTRIBUTOR CERTIFICATE OR SWORN AFFIDAVIT





T2.2. DOCUMENTS FOR BID EVALUATION

T2.2.1. SITE INSPECTION CERTIFICATE

As required by the General Conditions of Contract, I/we visited the site of works on the date specified below.

I/We carefully examined the site, plans and contract documents, and have made myself/ourselves fully conversant with all the circumstances likely to influence the construction and cost of the works.

I/We further certify that I am / we are satisfied with the description of the works and the explanation given by or on behalf of the Engineer representative at the inspection, and that I/We understand perfectly the work to be done, as specified and implied, in the execution of the contract.

SIGNATURE BIDDER:		
This will certify that	((Names)
Representing		(Firm)
Visited the site of the Works	s for this contract on	(Date)
Signed:	(for Engineer/0	Client)
Stamped by Client:		
l		

M							
mgamule consulting engineers							Page T2-37
- consulting engineers	Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2	



T2.2.2. LETTER OF GOOD STANDING

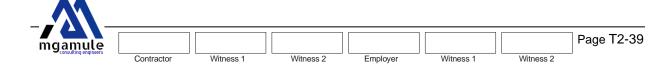
ATTACH VALID CERTIFICATE OR COPY
THEREOF FROM WORKMEN'S
COMPENSATION COMMISSIONER UNDER
THIS PAGE





T2.2.3. AUDITED FINANCIAL STATEMENT (THREE YEARS)

AUDITED FINANCIAL STATEMENT ATTACH UNDER THIS PAGE OF THREE YEARS





T2.2.4. FINANCIAL CAPACITY BANK STATEMENT (BANK RATING LETTER)

BANK RATING LETTER ATTACH UNDER THIS PAGE





T2.2.5. CONTRACTOR CIDB CERTIFICATE 6CE OR HIGHER

Attach a copy of valid Certificate of Contractor Registration issued by the Construction Industry Development Board to this page.

Alternatively, the CIDB registration number can be provided as follows:

ENTITY NAME			
CIDB REGISTRATION NO.			
CLASS		CATEGORY	
_	I COPY OF CATE UNDER HIG		

mgamule mgconsulting engineers							Page T2-41
- consuming engineers	Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2	_



T2.2.6. SCHEDULE OF PLANT, TOOLS AND EQUIPMENT

Bidders to furnish with their bids a complete list of the major items of tools, plant and equipment which they propose to use in the work. After his bid has been accepted, the Contractor must satisfy the Project Manager at all times that such plant and equipment, or its equivalent, is available for use.

TYPE OF PLANT	MAKE & DESCRIPTION	NUMBER
(CATEGORY 1 – PLANT	
C	CATEGORY 2 – TOOLS	
CAT	FEGORY 3 – EQUIPMENT	_
Signed	Date	
Name	Position	
Enterprise name		
A8		
		Page T2-42



T2.2.7. SCHEDULE OF THE BIDDER'S RELEVANT EXPERIENCE

The bidder is to provide the following information regarding the five largest relevant projects of similar nature (building construction) completed by the bidder during the last five years, in order of contract price. Only experience by the bidding entity, and not by staff members, shall be taken into account.

PROJECT NAME	
EMPLOYER: Contact Person and Telephone number	
CONSULTING ENGINEER: Contact Person and Telephone number	
NATURE OF WORK	
VALUE OF WORK (Including VAT)	
DATE COMPLETED	
PROJECT NAME	
EMPLOYER: Contact Person and Telephone number	
CONSULTING ENGINEER: Contact Person and Telephone number	
NATURE OF WORK	
VALUE OF WORK (Including VAT)	
DATE COMPLETED	
PROJECT NAME	
EMPLOYER: Contact Person and Telephone number	
CONSULTING ENGINEER: Contact Person and Telephone number	
NATURE OF WORK	
VALUE OF WORK (Including VAT)	
DATE COMPLETED	
A	

mgamule consulting engineers							Page T2-43
	Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2	



PROJECT NAME		
EMPLOYER: Contact Person and Telephone number		
CONSULTING ENGINEER: Contact Person and Telephone number		
NATURE OF WORK		
VALUE OF WORK (Including VAT)		
DATE COMPLETED		
PROJECT NAME		
EMPLOYER: Contact Person and Telephone number		
CONSULTING ENGINEER: Contact Person and Telephone number		
NATURE OF WORK		
VALUE OF WORK (Including VAT)		
DATE COMPLETED		
PROJECT NAME		
EMPLOYER: Contact Person and Telephone number		
CONSULTING ENGINEER: Contact Person and Telephone number		
NATURE OF WORK		
VALUE OF WORK (Including VAT)		
DATE COMPLETED		
Signed	ate	
Name Po	osition	
		Page T2-44
	1.1	1 440 14 77

mgamule consulting engineers							Page T2-4
- consuming engineers	Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2	_



Enterprise		
name		





T2.2.8. PERSONNEL SCHEDULE

Name

Enterprise name

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

The bidder 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.

	Number of Persons				
Category of Employee	Contra	Part of the actor's isation	Personnel to be contracted if not available within the employ of the company		
Site Agent					
Site technicians, (Quality Control and Safety officers included)					
Foremen					
Technicians, Surveyors, etc					
Artisans and other Skilled workers					
Plant Operators					
Unskilled Workers					
Others:					
ed	Date				

M							
mgamule consulting engineers	Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2	Page T2-46

Position



T2.2.9. CURRICULUM VITAE FORMAT OF SITE AGENT

Name:		Date of birth:
Profession:		Nationality:
Qualifications:		
Professional Registration Number: (if any)		
Name of Employer (firm):		
Current position:		Years with firm:
Employment Record:		
Experience Record Pertinent to Required service	<u>:</u>	
Certification: I, the undersigned, certify that, to the best of me, my qualifications and my experience.	y knowledge and belief, th	nis data correctly describes
Signed	Date	
Name	Position	
Enterprise		

M							
mgamule mgconsulting engineers							Page T2-47
consuming engineers	Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2	_



T2.2.10. CURRICULUM VITAE FORMAT OF FOREMAN

Name:		Date of birth:			
Profession:		Nationality:			
Qualifications:					
Professional Registration Number: (if any)					
Name of Employer (firm):					
Current position:		Years with firm:			
Employment Record:					
Experience Record Pertinent to Required service:	<u>:</u>				
Certification: I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.					
Signed	Date				
Name	Position				
Enterprise name					



T2.2.11. SCHEDULE OF PROPOSED SUBCONTRACTORS (20%)

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

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

The service provider has to subcontract at least 20% of the works to service providers with a CIDB grading of between 1CE and 2CE, whose principal business address is registered, and whose operations are conducted primarily within jurisdiction of Okhahlamba Local Municipality.

	, ,	,	' '
	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor
1.			
2.			
Sig	ned	Date	
Na	me	Position	
Bid	lder		

M							
mganule consulting engineers							Page T2-49
- consuming engineers	Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2	_



Page T2-50

Witness 2

T2.2.12. PROPOSED AMENDMENTS AND QUALIFICATIONS

Clause or item

Contractor

Witness 1

Witness 2

Employer

Witness 1

Page

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

The Bidder's attention is drawn to clause F.3.3 of the Standard Conditions of Bid referenced in the Bid Data regarding the Employer's handling of material deviations and qualifications.

These amendments and qualifications, if accepted by the Employer, will be incorporated in the Acceptance Form as Deviations.

Proposal

Ciercad		Data		
Signed		Date	 	
Name	 	Position	 	
Enterprise name				



NON COLLUSIVE TENDERING CERTIFICATE T2.2.13.

WE CERTIFY THAT:

- 1 The Tender submitted herewith is a bona fide Tender that is intended to be competitive.
- 2 We have not fixed or adjusted the amount of the Tender under or in accordance with any agreement or arrangement with any other person.
- 3 We have not done and we undertake that we will not do at any time before the hour specified for the return of the Tender any of the following acts:
 - 3.1 communicate to a person other than the person calling for this Tender the amount or approximate amount of the proposed Tender (except where the disclosure, in confidence, of the approximate amount of the Tender was essential to obtain insurance premium quotations required for the preparation of the Tender);
 - 3.2 enter into any agreement with any person that they shall refrain from tendering or as to the amount of any Tender to be submitted and;
 - 3.3 offer to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender any act or thing of the sort described above.

IN THIS CERTIFICATE

4

'Person' includes any person or anybody or association corporate or incorporate. 5 'Any agreement or arrangement' includes any transaction of the sort described above, formal

or informal and whether legally binding or not.

Name	
Signature	
In the capacity of	Director / secretary / member / sole proprietor / a partner
Duly authorized to sign tenders f	for and on behalf of:-
Name of company (for unincorporated business / firm / partnership) Insert business / trading name	
Registration number	
Address (registered office for limited company (principal place of business for a firm / partnership / sole trader)	
Telephone Number	
Date	

Note: (a) All the particulars above must be completed.

- (b) Strike out alternatives that are not applicable.
- For partnership, give full names of all partners here or attach a schedule listing all (c) partners

mgamule consulting engineers							Page T2-5
conducting angineers	Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2	



T2.1.16. CONTRACTORS HEALTH AND SAFETY DECLARATION

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

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

Declaration by the bidder

- I, the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 and the Construction Regulations 2003.
- I hereby declare that my company has the competent and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
- I propose to achieve compliance with the Regulations by one of the following:

- From my own competent resources YES / NO

From my own resources still to be appointed YES / NO

- From outside sources by appointment of

Competent specialist YES / NO

DECLARATION BY BIDDER

It is confirmed that an outline of the Health and Safety plan is attached hereto. We further declare that we have the competence and necessary resources to carry out work safely in compliance with the Construction Regulations 2003.

Signed	Date	
Name	Position	
Enterprise name	 	

mgamule	Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2	Page T2-52



OKHAHLAMBA LOCAL MUNICIPALITY

DEPARTMENT OF TECHNICAL SERVICES

CONSTRUCTION OF MACANDA GRAVEL ROAD

BID NO: 8/1/1/4/9-TEC 02/2022

PART C1

AGREEMENTS AND CONTRACT DATA





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Date

CONSTRUCTION OF MACANDA GRAVEL ROAD

BID NO: 8/1/1/4/9-TEC 02/2022

C1.1. FORM OF OFFER AND ACCEPTANCE

C1.1.1. **OFFER**

Name

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

CONSTRUCTION OF MACANDA GRAVEL ROAD

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

By the representative of the Bidder, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Bidder 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.

Offer to be valid for 150 (One Hundred and Fifty) days from the closing date of bid.

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



Signature



C1.1.2. ACCEPTANCE

By signing this part of this form of offer and acceptance, the Employer identified below accepts the Bidder'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 Bidder's offer shall form an agreement between the Employer and the Bidder 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 Agreement 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 bid data and any addenda thereto as listed in the bid schedules as well as any changes to the terms of the offer agreed by the Bidder 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 Bidder shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect, if delivered by hand on the day of delivery, or if delivered by courier within two working days after submission by the Employer to the courier services for a door-to-door delivery to the Bidder, provided that the Employer notifies the Tenderer of the tracking number within 24 hours of such submission. Unless the Bidder (now Contractor) within seven working days of the date of such submission 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		Date	
Name		Capacity	
for the Em	oloyer		
	(Name and address of orga		
Witness: Name		Signature	





C1.1.3. SCHEDULE OF DEVIATIONS

a) Subject		
Details		
b) Subject		
Details		
c) Subject		
Details		
and accept the fore documents listed in confirmation, clarific during this process of It is expressly agree period between the	going schedule of deviations as to the bid data and addenda therefation or changes to the terms of to of offer and acceptance. If that no other matter whether in issue of the bid documents and ment shall have any meaning or e	greement, the Employer and the Bidder agree to he only deviations from and amendments to the to as listed in the bid schedules, as well as any the offer agreed by the Bidder and the Employer writing, oral communication or implied during the the receipt by the Bidder of a completed signed effect in the contract between the parties arising
BIDDER:		EMPLOYER:
Signature:		Signature:
Name:		Name:
Date:		Date:
Witness:		Witness:
Signature:		Signature:
Name:		Name:
Date:		Date:





C1.2. CONTRACT DATA

C1.2.1. GENERAL CONDITIONS OF CONTRACT (GCC 2015)

The General Conditions of Contract for Construction Works (2015) published by the South African Institution of Civil Engineering (SAICE), Third Edition is applicable to this contract.

Copies of these General Conditions of Contract may be obtained from the South African Institution of Civil Engineering (SAICE):

Block 19, Thornhill Office Park, Bekker Street, Vorna Valley, Midrand. Private Bag X200, Halfway House. 1685

Tel: 011-805 5947 Fax: 011-805 5971

Email: civilinfo@saice.org.za
Website: http://www.saice.org.za

C1.2.2. AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT

GUARANTEE IN LIEU OF RETENTION

Amend clause 6.10.3 through:

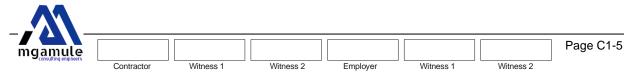
No guarantee will be accepted in lieu of retention.





C1.2.3. CONTRACT DATA PROVIDED BY THE EMPLOYER

REFERENCE TO:	CLAUSE	DESCRIPTION		
PART 1- DATA PROVIDE	BY EMPL	OYER		
Employer	1.1.1.15 1.2.1.21	OKHAHLAMBA LOCAL MUNICIPALITY Physical Address: 259 Kingsway Road, Bergville, 3350 Postal Address: Private Bag x 71, Bergville, 3350 Tel No: (036) 448 8000 Fax No: (036) 448 1986		
Engineer	1.1.1.16 1.2.1.2	Mgamule Consulting EngineersPhysical Address:29 Convent Road, Ladysmith 3370Postal Address:P. O. Box 429, Bergville 3350Tel No:(036) 631 2298Fax No:(036) 631 2331E-mail:thuthu@mgamule.co.za		
Year-end break	1.1.1.12	Commences 15 December 2022 and ends 4 January 2023		
Time to provide guarantee	6.2	Within 14 days of commencement date		
Value of guarantees	6.2	10% of bid sum (excluding VAT)		
Time for commencement of work	5.3.1	Within 28 days of commencement date		
Time for submission of programme for works	5.6.1	Within 14 days of commencement date		
Works insurance	8.6.1.1	Required		
Limit of Liability Insurance	8.6.1.3	R 5 million per claim, number of claim unlimited		
Special non-working days	5.8.1	All promulgated South African Public Holidays		
Time for completion	5.12.1	6 months from commencement date		
Penalty for delay	5.13.1	0.05 % of the total bid offer per calendar day		
Contract Price Adjustment	6.8.2	Not applicable		
Percentage advance on materials	6.10.1.5	80%		
Retention monies	6.10.3	10%		
Limit of retention	6.10.2	10% of contract value.		
Retention guarantee	6.10.3	Not permitted		
Defects Liability period	1.1.1.13	6 months		
REFERENCE TO:	CLAUSE	DESCRIPTION		
PART 2- DATA PROVIDE	BY CONT	RACTOR		
Contractor	1.1.1.6 1.2.1.2	Name of Contractor:		
	1.2.1.2	Physical Address:		
		Postal Adress:		
		Tel No:		
		Fax No:		
		E-mail:		





C1.2.4. SPECIAL CONDITIONS OF CONTRACT

SC1: PREAMBLE

The Special Conditions of Contract contains clauses hereinafter defined and forms an integral part of the Conditions of Contract. In the case of any discrepancy or conflict with any part of the General Conditions of Contract, the Special Conditions of Contract shall take precedence and shall govern.

SC2: APPROVALS GRANTED BY CLIENT

Add to clause 3.1.3

The Engineer is, in terms of his appointment by the Employer for the design and administration of the Works, required to obtain the specific approval from the Employer for the execution of the following duties:

2.3.1 The issuing of an order to suspend the progress of the Works, the extra cost resulting from such order which is to be borne by the Employer in terms of Clause 5.11 or the effect of which is liable to give rise to a claim by the Contractor for an extension of time under Clause 6.6 of these conditions.

SC3: OCCUPATIONAL HEALTH AND SAFETY ACT

Add to clause 4.3

Contractor's liability as mandatory

Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2017, for which he is liable as mandatory. By entering into this Contract it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37 (2) of the Act. The Contractor shall also ensure that any sub-contractor employed by him shall comply with the Act and the Regulations.

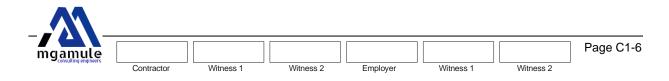
Contractor to notify Employer

The Employer retains an interest in all inquiries conducted under this Contract in terms of Section 31 and/or 32 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and its Regulations following any incident involving the Contractor and/or Sub-Contractor and/or their employees. The Contractor shall notify the Employer in writing of all investigations, complaints or criminal charges which may arise pursuant to work performed under this Contract in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations

SC4: CONTRACTOR'S RESPONSIBILITY FOR SETTING OUT

Add to Clause 5.9.1

The Contractor shall take special precautions to protect all permanent survey beacons, bench-marks, stand boundary pens and trigonometrical beacons regardless whether such pegs or beacons were placed before or during the execution of the contract. If any such beacons or pegs which would not otherwise have been affected by construction of the works, have been disturbed by the Contractor or his employees, the Contractor shall have them replaced by a registered land surveyor at his own cost.





SC5: NATURAL VEGETATION (ADDITIONAL SUB CLAUSE)

Add new Clause 8.2

"The Contractor shall confine his operation to as small an area of the site as may be practical for the purpose of constructing the works.

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".

SC6: DELAY THROUGH OPPORTUNITIES AFFORDED TO OTHER PERSONS

Add to Clause 4.8

"Whenever the Contractor considers that he is suffering a delay in the smooth running of his work as the result of the execution of any work on the Site by other persons he shall report to the Engineer in writing within twenty-four (24) hours of the occurrence thereof the circumstances and extent of such delay. The Engineer shall take such steps to resolve the problem as he considers necessary. Failure on the part of the Contractor to report to the Engineer such delay at the time of its occurrence shall invalidate any claim to any extension of time in terms of Clause 6.6".

SC7: ENGAGEMENT OF EMPLOYEES

Add to Clause 4.1

"The Contractor shall at all times exercise strict control over his employees to prevent, as far as possible, any unruly or unlawful behaviour by or amongst the labourers and other employed by him.

The Contractor shall not engage or otherwise employ on the Works any person who, at the time of signing the contract, was employed by the Employer or it's Consulting Engineers engaged upon the Works, unless the Contractor obtains the written consent of the Engineer in respect of the employment of such person".

SC8: SOURCE OF MATERIALS

Add to Clause 7.2

"The source of supply of all materials including all stone, sand, gravel or soil or any other natural material required in the execution of the works shall be located by the contractor. No material shall be used until it has been approved by the engineer".

SC9: EXTENSION OF TIME DUE TO INCLEMENT WEATHER

Add the following to sub-clause 5.12.2.2

(b) Abnormal climatic conditions.

No extensions of the time for completion shall be granted on the grounds of normal rainfall conditions, but extension of time in terms of clause 6.6.2 of the General Conditions of contract on the grounds of abnormal rainfall or wet conditions shall be calculated separately for each calendar month or part thereof, according to the following formula. It shall be calculated as follows for the time for completion, including any extension thereof:





V	=	(Rw – Rn)
		(Nw- Nn) +
V	= If than	Extension of time for calendar days of the calendar month concerned. the value of V is negative and the absolute value thereof is greater Nn, V is taken as negative Nn.
Nw	=	Actual number of days during calendar month on which a rainfall of Y mm or more is recorded.
Nn	=	Average number of days in the calendar month concerned on which a rainfall of Y mm or more is recorded in terms of existing rainfall data
Rw	=	Actual rainfall for the calendar month concerned in mm
Rn	=	Average rainfall for the calendar month in mm deduced from existing rainfall data.

For the purposes of the contract Nn, Rn, X and Y shall have the values as stipulated below.

The total extension of time is the algebraic sum of the monthly totals for the period concerned, extension of time for parts of a month shall be calculated by using pro rata values of Nn and Rn. If the algebraic sum of the monthly totals is negative, no reduction of the time for completion as a result of rainfall shall be applicable.

This formula does not take any delays as a result of flood damage, which may cause further or simultaneous delays, into consideration and flood damage shall be treated separately for purposes of extension of time for completion.

The factor (Nw-Nn) is considered as a fair allowance for deviation from the normal for the number of days on which the rainfall exceeds Y mm. The factor (Rw-Rn)/X is considered as a fair allowance for deviation from the normal for the number of days on which the rainfall does not exceed Y mm, but on which wet conditions will hamper or disrupt work.

The Contractor shall keep daily rainfall records and submit it to the Engineer at every site meeting. No additional payment shall be made for the supply and installation of the rain gauge or for the keeping of the rainfall records and all costs must be included in the scheduled items.





SC10: EXTENSION OF TIME DUE TO DISRUPTION OF LABOUR

Add the following to Sub Clause 5.12.2.4

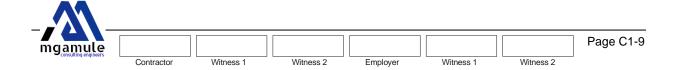
"Labour disruptions on a regional or national level due to political unrest, organised mass action or related incidents will be considered to be beyond the Contractor's control.

Any strike within the confines of the Contractor's company and/or this project only, will be deemed to be within the Contractor's control".

SC11: VALUATION OF MATERIAL BROUGHT ONTO SITE

Add the following to Sub-Clause 6.10.2

"Payment for materials on site will only be considered for those materials which are physically on site. Any statement in which a claim for materials on site is included, shall have attached a declaration that the materials listed in the statement are owned by the Contractor, accompanied by proof of ownership. The ownership of materials shall be transferred to the Employer in accordance with the pro forma "Transfer of Rights" bound in as an annexure to these Special Conditions of Contract".





CONSTRUCTION OF MACANDA GRAVEL ROAD BID NO: 8/1/1/4/9-TEC 02/2022

C1.3. FORM OF GUARANTEE

WI	D NO: 8/1/1/4/9-TEC 02/2022 HEREAS OKHAHLAMBA LOCAL MUNICIPALITY (hereinafter referred to as the Employer") tered into, a Contract with:
(he	ereinafter called "the Contactor") on the
CC	DNSTRUCTION OF MACANDA GRAVEL ROAD
	ID WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with curity by way of a guarantee for the due and faithful fulfillment of such Contract by the Contractor;
	ID WHEREAS
do to pe	OW THEREFORE WE
1.	The Employer shall, without reference and / or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the completion date of the works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the completion date which the Employer may make, give, concede or agree to under the said Contract.
2.	This guarantee shall be limited to the payment of a sum of money.
3.	The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.
4.	This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
5.	Our total liability hereunder shall not exceed the Guaranteed Sum of
	Pand (in words):
	Rand (in words); R
6.	The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon our liability hereunder shall cease.

M							
mgamule consulting engineers							Page C1-10
	Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2	



7. W	e hereby choose our address for the serving of all notices for all purposes arising here from as:							
IN WITNESS WHEREOF this guarantee has been executed by us at								
on thi	is day							
Signa	ature							
Duly	authorized to sign on behalf of							
Addre	9SS							
As wi	itnesses:							
1								
2								

C1.4. CESSION AGREEMENT

WHEREAS the Contractor referred to as "Cedent" intends to cede payment to the Sub-Contractor referred to as "Cessionary" that the Sub-Contractor must be in the municipal database prior to any payments to the Cessionary bank account. No payments will be effective if the Cessionary is not on the municipal database and the municipality will not responsible for such. It is the responsibility of the Contractor to ensure that the Sub-Contractor is registered on the database to effect payments.





OKHAHLAMBA LOCAL MUNICIPALITY

DEPARTMENT OF TECHNICAL SERVICES

CONSTRUCTION OF MACANDA GRAVEL ROAD

BID NO: 8/1/1/4/9-TEC 02/2022

PART C2

THE BILL OF QUANTITIES





C2.1. PRICING INSTRUCTIONS

- 1. The Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work (as amended) published and issued by the Association of South African Quantity Surveyors (Sixth Edition (Revised)), 1999. Where applicable the:
 - a) civil engineering work has been drawn up in accordance with the provisions of the latest edition of SANS 1200 Standardized Specifications for Civil Engineering Works.
 - b) mechanical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Refrigeration, Air-Conditioning and Ventilation Installations, published by the South African Association of Quantity Surveyors, July 1990).
 - c) electrical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Electrical Work, published by the South African Association of Quantity Surveyors, (July, 2005).
- 2. The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

% percent h hour hectare ha kilogram kg = kilolitre kΙ km kilometre km-pass kilometre-pass kPa kilopascal kW kilowatt = ł litre = metre m = mm millimetre = m^2 square metre = square metre-pass m²-pass =

m³-km = cubic metre-kilometre

cubic metre

MN = meganewton MN.m = meganewton-metre

=

MPa = megapascal No. = number

 m^3

Prov sum = Provisional sum
PC sum = Prime Cost sum
R/only = Rate only
sum = lump sum
t = ton (1000 kg)

W/day = Work day





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

Unit: The unit of measurement for each item of work.

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 Bill of

Quantities but the quantity of work of which is not measured in any units.

- 4. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
- 5. It will be assumed that prices included in these Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards.
- 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 amounts tendered under such items.
- 7. 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. A single lump sum will apply should a number of items be grouped together for pricing purposes.
- 8. The quantities set out in the Bill of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bill of Quantities.
- 9. The short descriptions of the items of payment given in the Bill of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
- 10. The item numbers appearing in the Bill of Quantities refer to the corresponding item numbers in the Specification.
- 11. Those parts of the contract to be constructed using labour-intensive methods have been marked in the Bill of Quantities with the letters LI in a separate column filled in against every item so designated. The works, or parts of the Works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such Works, other than plant specifically provided for in the Scope of Work, is a variation to the contract.
- 12. Payment for items, which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works), will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.
- 13. The contractor must make allowance in his rates for the security of all material delivered and accepted on his project. The client will entertain no claims for loss of material, and replacement thereof will be solely for the contractor's own account.

mgamule mgconsulting engineers							Page C2-2
- Consuming engineers	Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2	



C2.2. BILL OF QUANTITIES





		1		T	ı	
ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AM	OUNT
TOTAL BE	ROUGHT FORWARD					
	SECTION 1300					
13.00	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS					
B13.01	Contractor's general obligations					
	(a) Fixed obligations	L/Sum	1			
	(b) Value-related obligations	L/Sum	1			
	(c) Time-related obligations	Month	6			
B13.02	Community liaison					
	(a) Remuneration for community liaison officer	Prov.sum	1	65 000,00	R	65 000,00
	Allow profit	%				
B13.03	Trainee Technician					
	(a) Remuneration for Trainee Technician	Prov.sum	1	80 000,00	R	80 000,00
	Allow profit	%				
	ARRIED FORWARD TO SUMMARY					



ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE		AMOUNT
TOTAL BR	ROUGHT FORWARD					
	SECTION 4400					
	SECTION 1400					
14.00	HOUSING, OFFICES AND LABORATORY FOR THE ENGINEER'S SITE PERSONNEL					
4.01	Office accommodation					
	Office and laboratory accommodation					
	(a) Site meeting and Engineer's office	Sum	1			
	(b) Survey equipment (including Tripod, Staff, Level, etc)	Sum	1			
	(c) Contract Nameboard (No 2)	Sum	2			
	(d) Internet Connection	Sum	1			
14,02	Office fittings Installations and equipment					
	(a) Items measured by number					
	(1) 220/250 volt power points	No	2			
	(2) Double 80 watt fluorescent light fittings complete with ballast and tubes	No	1			
	(3) Hand wash basins complete with taps and drains	No	1			
	(4) General-purpose steel cupboards with shelves	No	2			
	(5) Steel filing cabinets with drawers	No	1			
	(6) Refrigerators	No	1			
	(7) Bookcases	No	2			
	(8) Voltage stabilizers	No	1			
	(b) Prime-cost items and items paid for in a lump sum:					
	(1) Cellphone (No 1)	Sum	1	6000	R	6 000,0
	(2) Handling costs and profit	%				
	(3) Laptop computer (No 1)	Sum	1	5000	R	5 000,0
	(4) Handling costs and profit	%				
	(5) The provision of a fax apparatus as specified	Sum	1	1 000,00	R	1 000,0
	(6) Handling costs and profit.	%				
	(7) Provisional for contribution to the other specific tests,testing material and judgement of workmanship	Prov Sum	1	120000	R	120 000,0
	(8) Handling costs and profit	%				
	(11) The provision of a computer, complete with printer and software as specified by the engineer	Sum	1	8 000,00	R	8 000,0
	(12) Handling costs and profit	%				
	Fixed obligations for the preparation of risk assessments, covid 19, safe work procedures, the project Health & Safety file, the H & S plan and any other H & S matters that the contractor deems necessary.	L/Sum	1			
	-					



ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
TOTAL BF	ROUGHT FORWARD				
	Fixed obligations for completing and checking the Project Health & Safety file and handing it over to the employer on completion of the Works.	month	1		
	Time related obligations for updating and amending the risk assessments, safe work procedures, the project H & S file, the H & S plan and full compliance with all H & S matters during the construction of the works under the contract.	month	1		
	(a) Services at office				
	(1) Fixed costs	Sum	1		
	(2) Running costs	Month	6		
TOTAL CA	ARRIED FORWARD TO SUMMARY				



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ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
TOTAL B	ROUGHT FORWARD				
	SECTION 1500				
15.00	ACCOMMODATION OF TRAFFIC				
15.01	Accommodating traffic and maintaining temporary deviations	m	840		
15,03	Temporary traffic-control facilities				
	a) Flagmen	man-day	132		
	b) Portable STOP and GO-RY signs	No	8		
	c) Temporary traffic control signs				
	i) Size : 1200mm (warning signs	No	5		
	ii) Size : 900mm (regulatory signs)	No	5		
	h) Delineators				
	i) Single	No	10		
15,04	Relocation of traffic-control facilities	Prov Sum	1	15000	R 15 000,00
TOTAL C	ARRIED FORWARD TO SUMMARY				



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TEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
OTAL B	ROUGHT FORWARD				
	SECTION 1600				
	OVERHAUL:				
6,01	Overhaul on material hauled in excess of a free-haul distance of 0,5 km for haul up to or through 1,0 km (restricted overhaul)	m³	1487		
6,02	Overhaul on material hauled in excess of 3,0 km (ordinary overhaul)	m³-km	4460		
	ARRIED FORWARD TO SUMMARY				



		1	1		
ITEM NC	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
TOTAL B	ROUGHT FORWARD		<u> </u>		
	SECTION 1700				
17.00	CLEARING AND GRUBBING				
17,01	Clearing and Grubbing	m²	5015		
	Remove the topsoil and stockpile instructed by engineer.	m³	1003		
	Cut to spoil of mashy clay soil unsuitable material up to depth of 450mm	m³	1912		
	Excavation for pipelines:				
	a) Excavating soft material situated within the following depth ranges below the surface level:				
	(i) 0 m up to 1,5 m	m³	266		
21,08	Pipes in subsoil drainage systems:				
	(a) 100mm pipe	m	80		
OTAL C	ARRIED FORWARD TO SUMMARY				



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ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
TOTAL BI	ROUGHT FORWARD				
	SECTION 2100				
21.00	DRAINS				
21,03	Excavation for subsoil drainage:				
	a) Excavating soft material situated within the following depth ranges below the surface level:				
	(i) 0 m up to 1,5 m	m³	68		
	(ii) Exceeding 1,5 m and up to 3,0 m	m³	30		
	b) Extra-over sub item 21.01 (a) for excavation in hard material, irrespective of depth	m³	27		
21,04	Impermeable backfilling to subsoil drainage systems	m³	24		
21,06	Natural permeable material in subsoil drainage systems(crushed stone)				
	Crushed stone obtained from approved sources on site (state grade)	m³	24		
21,07	Natural permeable material in subsoil drainage systems(sand)	m³	12		
21,1	Synthetic -fibre filter fabric geotextile	m²	80		
	Backfilling selected gravel material	m³	35		
TOTAL C	ARRIED FORWARD TO SUMMARY				



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ITEM NO		UNIT	QUANTITY	RATE	AMOUNT
TOTAL B	ROUGHT FORWARD T	1	<u> </u>		
	SECTION 2200				
	PREFABRICATED CULVERTS				
22,01	Excavation				
	a) Excavating soft material situated within the following depth ranges below the surface level :				
	i) 0 m and up to 1,5 m	m³	106		
	(ii) Exceeding 1,5 m and up to 3,0 m	m³	310		
	Extra-over sub item 22.01 (a) for excavation in hard material, irrespective of depth	m³	42		
22,02	Backfilling				
	a) Using excavated material	m³	516		
	b) Using imported selected material	m³	148		
22,03	Concrete pipe culverts on Class C Bedding				
	a) 600mm diameter Ogee Concrete pipe 100D with rubber collars	m	24		
	b) 900mm diameter Ogee Concrete pipe 100D with rubber collars	m	55		
22,05	Portal and rectangular culverts on S Class				
	a) 1.2m x 1.2mm complete with prefabricated floor slabs	m	40		
	c) 3,1m x 3mm complete with prefabricated floor slabs	m	24		
22,07	Cast in situ concrete and formwork				
	a) In inlet and outlet structures and skewed ends (class 25/19mm)	m³	46		
22,1	Steel reinforcement				
	Type 193 fabric reinforced concrete welded mesh reinforcing.	m²	140,00		
22,17	Catch pits, Precast inlet and outlet structures complete				
	b) Catch pits				
	(i) 600 diameter pipes	No	8,00		
	(ii) 900 diameter pipes	No	24,00		
22,18	Brickwork for headwalls				
	b) 230mm thick	m²	300		
	ARRIED FORWARD TO SUMMARY				



ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
TOTAL BI	ROUGHT FORWARD				
	SECTION 2300				
	CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS				
23,01	Concrete kerbing, Class 25/19				
	(a) Supply, deliver and construct pre-cast Fig 8a mountable kerb, including bitumen impregnated soft board, joints at 2m intervals and concrete haunching behind kerbs (at all joints)	m	160		
23,02	Concrete kerbing- channelling combination(class of concrete indicated for cast in situ concrete)	m	120		
23,03	Concrete chuts	m	30		
23,07	Trimming of excavations for concrete-lined open drains:				
	i) In soft material	m²	120		
	ii) In hard material	m²	24		
23,08	Concrete lining for open drains				
	a) Cast in situ concrete lining (class of concrete and type of open drains indicated)	m³	20		
23,09	Formwork to cast in situ concrete lining for open drains (class F2 surface finish):				
	a) To sides with formwork on both internal and external faces	m²	140		
	c) To end of slabs	m²	120		
23,10	Sealed joints in concrete linings of open drains				
	(a) Closed cell expanded polyethylene sealants	m	35		
TOTALC	ADDIED FORWARD TO CUMMARY				
I O I AL C	ARRIED FORWARD TO SUMMARY				



ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
TOTAL B	ROUGHT FORWARD				
	SECTION 3100				
	BORROW MATERIALS				
31,01	Excess overburden in borrow pits for obtaining crushed stone for pavement layers				
	(a) Overburden in soft or intermediate excavation	m³	752		
	(b) Overburden in hard excavation	m³	150		
31,03	Finishing off borrow areas in				
	(a) Intermediate material	ha	1,5		
31,04	Allow a Prime Cost Sum as compensation to owner for land used as gravel borrowpits	Prov. Sum	1	70000	R 70 000,00
TOTAL C	ARRIED FORWARD TO SUMMARY				



ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
TOTAL BI	ROUGHT FORWARD				
	SECTION 3300				
	MASS EARTHWORKS				
33,01	Cut and borrow to fill, including free-haul up to 0,5 km				
	(a) Gravel material in compacted layer thickness of 200mm and less:				
	(ii) Compacted to 93% of modified AASHTO density	m³	1003		
	Borrow to Fill				
	(a) Gravel material in compacted layer thickness of 150mm and less:				
	(i) Compacted to 93% of modified AASHTO density	m³	752		
33,04	Cut to spoil, including free haul up to 1 km. Material obtained from:				
	a) Soft excavation	m³	752		
	b) Intermediate excavation	m³	75		
	c) Mashy clay excavation	m³	504		
33,11	Three roller passes compaction:				
	(a) Tamping roller	m²	15470		
33,13	Finishing-off cut and fill slopes, medians and interchange areas:				
	(a) Cut slopes	m²	403		
	(b) Fill slopes	m²	2188		



TEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
OTAL B	ROUGHT FORWARD	•			
	SECTION 3400				
	PAVEMENT LAYERS OF GRAVEL MATERIAL				
4,01	Pavement layers constructed from gravel taken from cut or borrow, including free-haul up to 1,0 km:				
	(a) Gravel subbase (G4) (unstabilised gravel) compacted to:				
	(i) 98% of modified AASHTO density (150mm layer thickness)	m³	752		
	(b)Gravel subbase (G7) (unstabilised gravel) compacted to:				
	(i)95% of modified AASHTO density (150mm layer thickness)	m³	778		
	(c)Selected layer (G9) compacted to:				
	(i)95% of modified AASHTO density (150mm layer thickness)	m³	791		
	(d) Gravel material layer G5 compacted to:				
	(i) 98% of modified AASHTO density (150mm layer thickness)	m³	803		
	(e) Gravel selected layer (C4) (stabilised gravel) compacted to:				
	(i) 98% of modified AASHTO density (200mm layer thickness)	m³	816		
	(g)Rip and compacted to:				
	(i)95% of modified AASHTO density (150mm layer thickness)	m³	211		
	ARRIED FORWARD TO SUMMARY				



ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
TOTAL BI	ROUGHT FORWARD				
	SECTION 5100				
	PITCHING, STONEWORK AND PROTECTION AGAINST EROSION				
51,01	Stone pitching				
	b) Grouted stone pitching	m²	440		
TOT 1:					
IOTAL C	ARRIED FORWARD TO SUMMARY				



ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
OTAL B	ROUGHT FORWARD	1			
	SECTIONS 5200				
	GABIONS				
52,01	Foundation trench excavation and backfilling:				
	b) In all other classes of materials	m³	130		
52,02	Surface preparation for bedding the gabions	m²	520		
52,03	Gabions				
	a) Galvanised gabion boxes (1m x 1m x 2m)	m²	1300		
	b) Galvanised gabion boxes (1m x 1m x 1.5m)	m²	1040		
	c) Galvanised gabion mattresses by (0.3m x 1m x 2m)	m²	320		
52,04	Filter fabric				
	b) Bidim U24 or similar	m²	520		



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ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
TOTAL BF	ROUGHT FORWARD				
	SECTION 5400				
	GUARDRAILS				
54.01	Guardrails on timber posts:				
	(a) Galvanised	m	320		
54.04	End treatments:				
	(a) End wings	No	20		
	(c) End treatments in accordance with the drawings where single guardrail sections are used	No	30		
54.05	Additional guardrail posts:				
	(a) Timber	No	85		
	(b) Galvanised Steel and bolts	No	20		
54.06	Reflective plates	No	35		
TOTAL CA	ARRIED FORWARD TO SUMMARY				
TOTAL CA	UNIVINITY TO SUIVIIVIANT				



TEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
TOTAL BI	ROUGHT FORWARD				
	SECTION 5600				
	ROAD SIGNS				
56,01	Road sign boards with painted or coloured semi-matt background. Symbols, lettering and borders in semi-matt black or in Class 1 retro- reflective material, where the sign board is constructed from:				
	(c) Prepainted galvanized steel plate (chromadek 1,6 mm thick or approved equivalent):				
	(1) Area not exceeding 2 m ²	m²	30		
56,02	Extra over item 56.01 for using:				
	(a) Background of retro - reflactive material:				
	(i) Class I	m²	35		
	(b) Lettering, symbols, numbers, arrows, emblems and borders of retro- reflective materials:				
	(i) Class II	m²	50		
56,05	Excavation and backfilling for road sign supports (not applicable to kilometre posts)	m³	8		
	(b) Timber (100mm dia .Treated poles)	m	35		
TOTAL C	ADDIED FORWARD TO CLIMMARY				
IOTAL C	ARRIED FORWARD TO SUMMARY				



TEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
TOTAL BE	ROUGHT FORWARD				
	SECTION 5900				
	FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS				
59,02	Treatment of old roads and temporary deviations	m	60		
OTAL CA	ARRIED FORWARD TO SUMMARY				



SECTION 6100 FOUNDATIONS FOR STRUCTURES Excavation (a) Excavating soft material situated within the following successive depth ranges: (b) 0 m up to 2m m³ 1062 (c) Material from the excavation (d) Imported material (e) Imported material (f) Imported material				1		
SECTION 6100 FOUNDATIONS FOR STRUCTURES Excavation (a) Excavating soft material situated within the following successive depth ranges: (i) 0 m up to 2m (b) Bacefull to excavations utilising: (a) Material from the oxcavation (b) Imported material To a second mater	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
FOUNDATIONS FOR STRUCTURES (a) Excavation (b) Excavation soft material situated within the following successive depth ranges: (i) on up to 2m	TOTAL BF	ROUGHT FORWARD				
Excavation (a) Excavating soft material situated within the following successive depth ranges: (b) 0 m up to 2m		SECTION 6100				
(a) Excavating soft material situated within the following successive depth ranges: (i) 0 m up to 2m (a) Backfill to excavations utilising: (a) Material from the excavation (b) Imported material (c) Imported material (d) Imported material (e) Excavating soft material situated within the following successive depth ranges: (g) Material from the excavation (g) Imported material (g) Material from the excavation (g) Imported material		FOUNDATIONS FOR STRUCTURES				
depth ranges: (i) 0 m up to 2m m³ 1062 Backfill to excavations utilising: (a) Material from the excavation m³ 90 (b) Imported material The second of the s	61,02	Excavation				
,04 Backfill to excavations utilising: (a) Material from the excavation (b) Imported material n³ 50		(a) Excavating soft material situated within the following successive depth ranges:				
(a) Material from the excavation (b) Imported material m³ 90 m³ 50		(i) 0 m up to 2m	m³	1062		
(b) Imported material m³ 50	61,04	Backfill to excavations utilising:				
		(a) Material from the excavation	m³	90		
		(b) Imported material	m³	50		
OTAL CARRIED FORWARD TO SUMMARY	TOTAL CA	ARRIED FORWARD TO SUMMARY				



TEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT		
OTAL BROUGHT FORWARD							
	SECTION 6200						
	FALSEWORKS, FORMWORK AND CONCRETE FINISH						
62,03	Horizontal formwork to provide (class of finish indicated as F1, F2, F3 or board) surface finish to (description of member to applicable)	m²	280				
TOTAL C	APPIED EODWARD TO SLIMMADV						
OTAL C	TAL CARRIED FORWARD TO SUMMARY						



TEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
OTAL BI	ROUGHT FORWARD		'		
	SECTION 6300				
	STEEL REINFORCEMENT FOR STRUCTURES				
3,01	Steel reinforcement for:				
	(a) (Description of portion of structure to which applicable)				
	(i) Mild-steel bars	t	1,2		
	(ii) High-yield-stress-steel	t	1,2		
	(iii) Welded steel fabric.	kg	4,0		
	ARRIED FORWARD TO SUMMARY				



SECTION 6400 CONCRETE FOR STRUCTURES						
SECTION 6400 CONCRETE FOR STRUCTURES 64,01 Class of concrete and part of structure or use indicated) 800mm wide x 450mm x 330mm concrete bollards 12	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
CONCRETE FOR STRUCTURES 64,01 Class in situ concrete (a) (Class of concrete and part of structure or use indicated) 800mm wide x 450mm x 330mm concrete bellards 70 No 12	TOTAL BI	ROUGHT FORWARD				
S4.01 Cast in altu concrete (a) (Class of concrete and part of structure or use indicated) 800mm wide x 450mm x 330mm concrete bollards No 12		SECTION 6400				
(a) (Class of concrete and part of structure or use indicated) m³ 65 800mm wide x 450mm x 330mm concrete bollards No 12		CONCRETE FOR STRUCTURES				
800mm wide x 450mm x 330mm concrete bollards No 12	64,01	Cast in situ concrete				
		(a) (Class of concrete and part of structure or use indicated)	m³	65		
TOTAL CARRIED FORWARD TO SUMMARY		800mm wide x 450mm x 330mm concrete bollards	No	12		
TOTAL CARRIED FORWARD TO SUMMARY						
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	TOTAL C	ARRIED FORWARD TO SUMMARY	1			



TEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
OTAL BE	ROUGHT FORWARD				
	SECTION 6600				
	NO-FINES CONCRETE JOINTS,BEARINGS, BOLT GROUPS FOR ELECTRIFICATION, AND PARAPETS				
6,01	Cast in situ no-fines concrete (class of concrete indicated)	m³	6		
6,02	Cast in situ no-fines concrete (class of concrete and description of unit)	No	12		
OTAL C	L ARRIED FORWARD TO SUMMARY				



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TEM NC	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
TOTAL B	ROUGHT FORWARD				
	SECTION 7100				
	CONCRETE PAVEMENTS				
71,02	Concrete pavement (100mm thickness indicated) exluding texturing and curing	m³	83		
71,08	Steel reinforcement in concrete pavement:				
	(c) Ref 193 welded steel fabric	kg	1120,00		
71,12	Compaction of underlying pavements layers with:				
	(a) Gravel material	m³	65		
	(b) Crushed stone (G2 indicated)	m³	95		
	(c) Gravel subbase (G6) (unstabilised gravel) compacted to:				
	(i) 93% of modified AASHTO density behind wingwall	m³	25		
TOTAL C	ARRIED FORWARD TO SUMMARY				



ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
TOTAL BI	ROUGHT FORWARD				
	SECTION 8300				
	QUALITY CONTROL				
83,01	(a) Quality control and workmanship	Prov.sum	1		
TOTAL C	ARRIED FORWARD TO SUMMARY				



	DESCRIPTION OF SECTIONS	AMOUNT
1500	ACCOMODATION OF TRAFFIC	
1600	OVERHAUL	
1700	CLEARING AND GRUBBING	
2100	DRAINS	
2200	PREFABRICATED CULVERTS	
2300	CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LINING FOR OPEN DRAINS	
3100	BORROW MATERIALS	
3300	MASS EARTHWORKS	
3400	PAVEMENT LAYERS OF GRAVEL MATERIAL	
5100	PITCHING, STONEWORK AND PROTECTION AGAINST EROSION	
5200	GABIONS	
5400	GUARDRAILS	
5600	ROAD SIGNS	
5900	FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS	
6100	FOUNDATIONS FOR STRUCTURES	
6200	FALSEWORKS, FORMWORK AND CONCRETE FINISH	
6300	STEEL REINFORCEMENT FOR STRUCTURES	
6400	CONCRETE FOR STRUCTURES	
6600	NO-FINES CONCRETE JOINTS,BEARINGS, BOLT GROUPS FOR ELECTRIFICATION, AND PARAPETS	
7100	CONCRETE PAVEMENTS	
8300	QUALITY CONTROL	
	SUB TOTAL	



SECTION 1500 5.00 ACCOMMODATION OF TRAFFIC 5.01 Accommodating traffic and maintaining temporary deviations m 890 5,03 Temporary traffic-control facilities a) Flagmen man-day 132 b) Portable STOP and GO-RY signs No 8 c) Temporary traffic control signs i) Size : 1200mm (warning signs No 5 ii) Size : 900mm (regulatory signs) No 5 h) Delineators i) Single No 10			,	1		T	
SECTION 1500 ACCOMMODATION OF TRAFFIC 5.01 Accommodating traffic and maintaining temporary deviations m 890 5,03 Temporary traffic-control facilities a) Flagmen man-day 132 b) Portable STOP and GO-RY signs No 8 c) Temporary traffic control signs i) Size : 1200mm (warning signs No 5 ii) Size : 900mm (regulatory signs) No 5 h) Delineators i) Single No 10	TEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMO	UNT
ACCOMMODATION OF TRAFFIC 5.01 Accommodating traffic and maintaining temporary deviations Temporary traffic-control facilities a) Flagmen b) Portable STOP and GO-RY signs c) Temporary traffic control signs i) Size: 1200mm (warning signs ii) Size: 900mm (regulatory signs) h) Delineators i) Single No 10	OTAL BR	OUGHT FORWARD					
5.01 Accommodating traffic and maintaining temporary deviations m 890 5,03 Temporary traffic-control facilities a) Flagmen man-day 132 b) Portable STOP and GO-RY signs No 8 c) Temporary traffic control signs i) Size : 1200mm (warning signs No 5 ii) Size : 900mm (regulatory signs) No 5 h) Delineators i) Single No 10		SECTION 1500					
Temporary traffic-control facilities a) Flagmen b) Portable STOP and GO-RY signs c) Temporary traffic control signs i) Size : 1200mm (warning signs ii) Size : 900mm (regulatory signs) h) Delineators i) Single No 132 No 8 No 5 No 10	5.00	ACCOMMODATION OF TRAFFIC					
a) Flagmen man-day 132 b) Portable STOP and GO-RY signs No 8 c) Temporary traffic control signs i) Size : 1200mm (warning signs No 5 ii) Size : 900mm (regulatory signs) No 5 h) Delineators i) Single No 10	5.01	Accommodating traffic and maintaining temporary deviations	m	890			
b) Portable STOP and GO-RY signs c) Temporary traffic control signs i) Size : 1200mm (warning signs ii) Size : 900mm (regulatory signs) h) Delineators i) Single No 8 No 5 No 10	5,03	Temporary traffic-control facilities					
c) Temporary traffic control signs i) Size : 1200mm (warning signs No 5 ii) Size : 900mm (regulatory signs) No 5 h) Delineators i) Single No 10		a) Flagmen	man-day	132			
i) Size : 1200mm (warning signs No 5 ii) Size : 900mm (regulatory signs) No 5 h) Delineators i) Single No 10		b) Portable STOP and GO-RY signs	No	8			
ii) Size : 900mm (regulatory signs) No 5 h) Delineators i) Single No 10		c) Temporary traffic control signs					
h) Delineators i) Single No 10		i) Size : 1200mm (warning signs	No	5			
i) Single No 10		ii) Size : 900mm (regulatory signs)	No	5			
		h) Delineators					
5,04 Relocation of traffic-control facilities Prov Sum 1 15000 R 15 000,0		i) Single	No	10			
	5,04	Relocation of traffic-control facilities	Prov Sum	1	15000	R 1	5 000,00
OTAL CARRIED FORWARD TO SUMMARY							



TEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT		
TOTAL BROUGHT FORWARD							
	SECTION 1600						
	OVERHAUL:						
16,01	Overhaul on material hauled in excess of a free-haul distance of 0,5 km for haul up to or through 1,0 km (restricted overhaul)	m³	1575				
16,02	Overhaul on material hauled in excess of 2,0 km (ordinary overhaul)	m³-km	3151				
	, ,						
TOTAL CA	ARRIED FORWARD TO SUMMARY						



TOTAL BROUGHT FORWARD SECTION 1700 CLEARING AND GRUBBING						
SECTION 1700 CLEARING AND GRUBBING 17,01 Clearing and Grubbing Remove the topsoil and stockpile instructed by engineer. Excavation for pipelines: a) Excavating soft material situated within the following depth ranges below the surface level: (i) 0 m up to 1.5 m m² 240	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
17.00 CLEARING AND GRUBBING 17.01 Clearing and Grubbing Remove the topsoil and stockpile instructed by engineer. Excavation for pipelines: a) Excavation soft material situated within the following depth ranges below the surface level: (i) 0 m up to 1.5 m m² 890 m² 1050 m² 1050 m² 240	TOTAL BE	ROUGHT FORWARD				
17.01 Clearing and Grubbing Remove the topsoil and stockpile instructed by engineer. Excavation for pipelines: a) Excavating soft material situated within the following depth ranges below the surface level: (i) 0 m up to 1.5 m m² 240		SECTION 1700				
Remove the topsoil and stockpile instructed by ongineer. Excavation for pipelines: a) Excavation soft material situated within the following depth ranges below the surface level: (i) 0 m up to 1,5 m m³ 240	17.00	CLEARING AND GRUBBING				
Remove the topsoil and stockpile instructed by engineer. Excavation for pipelines: a) Excavation soft material situated within the following depth ranges below the surface level: (i) 0 m up to 1,5 m m³ 240	17,01	Clearing and Grubbing	m²	890		
a) Excavating soft material situated within the following depth ranges below the surface level: (i) 0 m up to 1.5 m m³ 240			m³	1050		
a) Excavating soft material situated within the following depth ranges below the surface level: (i) 0 m up to 1.5 m m³ 240						
below the surface level: (i) 0 m up to 1.5 m m³ 240						
		a) Excavating soft material situated within the following depth ranges below the surface level:				
TOTAL CARRIED FORWARD TO SUMMARY		(i) 0 m up to 1,5 m	m³	240		
TOTAL CARRIED FORWARD TO SUMMARY						
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ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
TOTAL BE	ROUGHT FORWARD		<u> </u>		
	SECTION 2100				
21.00	DRAINS				
21,03	Excavation for subsoil drainage:				
	a) Excavating soft material situated within the following depth ranges below the surface level:				
	(i) 0 m up to 1,5 m	m³	23		
	b) Extra-over sub item 21.01 (a) for excavation in hard material, irrespective of depth	m³	9		
21,04	Impermeable backfilling to subsoil drainage systems	m³	10		
21,06	Natural permeable material in subsoil drainage systems(crushed stone)				
	Crushed stone obtained from approved sources on site (state grade)	m³	15		
21,07	Natural permeable material in subsoil drainage systems(sand)	m³	12		
21,1	Synthetic -fibre filter fabric geotextile	m²	80		
	Backfilling selected gravel material	m³	35		
TOTAL CA	ARRIED FORWARD TO SUMMARY				



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ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
TOTAL B	ROUGHT FORWARD				
	SECTION 2200				
	PREFABRICATED CULVERTS				
22,01	Excavation				
	a) Excavating soft material situated within the following depth ranges below the surface level :				
	i) 0 m and up to 1,5 m	m³	1898		
	(ii) Exceeding 1,5 m and up to 3,0 m	m³	150		
	Extra-over sub item 22.01 (a) for excavation in hard material, irrespective of depth	m³	380		
22,02	Backfilling				
	a) Using excavated material	m³	330		
	b) Using imported selected material	m³	60		
22,03	Concrete pipe culverts on Class C Bedding				
	a) 600mm diameter Ogee Concrete pipe 100D with rubber collars	m	230		
	b) 900mm diameter Ogee Concrete pipe 100D with rubber collars	m	120		
22,07	Cast in situ concrete and formwork				
	a) In inlet and outlet structures and skewed ends (class 25/19mm)	m³	25		
22,1	Steel reinforcement				
	Type 193 fabric reinforced concrete welded mesh reinforcing.	m²	210,00		
22,17	Catch pits, Precast inlet and outlet structures complete				
	b) Catch pits and outlet				
	(i) 600 diameter pipes	No	15,00		
	(ii) 900 diameter pipes outlet	No	5		
22,18	Brickwork for headwalls				
	b) 230mm thick	m²	350		
TOTAL C	ARRIED FORWARD TO SUMMARY				
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ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
TOTAL B	ROUGHT FORWARD				
	SECTION 2300				
	CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS				
23,01	Concrete kerbing, Class 25/19				
	(a) Supply, deliver and construct pre-cast Fig 8a mountable kerb, including bitumen impregnated soft board, joints at 2m intervals and concrete haunching behind kerbs (at all joints)	m	110		
23,02	Concrete kerbing- channelling combination(class of concrete indicated for cast in situ concrete)	m	220		
23,03	Concrete chuts	m	50		
23,07	Trimming of excavations for concrete-lined open drains:				
	i) In soft material	m²	80		
	ii) In hard material	m²	16		
23,08	Concrete lining for open drains				
	a) Cast in situ concrete lining (class of concrete and type of open darin indicated)	m³	15		
23,09	Formwork to cast in situ concrete lining for open drains (class F2 surface finish):				
	a) To sides with formwork on both internal and external faces	m²	100		
	c) To end of slabs	m²	195		
23,10	Sealed joints in concrete linings of open drains				
	(a) Closed cell expanded polyethylene sealants	m	70		
TOTAL C	ARRIED FORWARD TO SUMMARY				



ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
TOTAL B	ROUGHT FORWARD				
	SECTION 3100				
	BORROW MATERIALS				
31,01	Excess overburden in borrow pits for obtaining crushed stone for pavement layers				
	(a) Overburden in soft or intermediate excavation	m³	752		
	(b) Overburden in hard excavation	m³	150		
31,03	Finishing off borrow areas in				
	(a) Intermediate material	ha	1,5		
31,04	Allow a Prime Cost Sum as compensation to owner for land used as gravel borrowpits	Prov. Sum	1	60000	R 60 000,00
TOTAL C	LARRIED FORWARD TO SUMMARY				



TEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
OTAL BI	ROUGHT FORWARD		1 1		
	SECTION 3300				
	MASS EARTHWORKS				
33,01	Cut and borrow to fill, including free-haul up to 0,5 km				
	(a) Gravel material in compacted layer thickness of 200mm and less:				
	(ii) Compacted to 93% of modified AASHTO density	m³	1050		
	Borrow to Fill				
	(a) Gravel material in compacted layer thickness of 150mm and less:				
	(i) Compacted to 93% of modified AASHTO density	m³	788		
33,04	Cut to spoil, including free haul up to 1 km. Material obtained from:	1112	700		
55,04	a) Soft excavation	m³	788		
	b) Intermediate excavation	m³	79		
33,11	Three roller passes compaction:				
,	(a) Tamping roller	m²	16198		
33,13	Finishing-off cut and fill slopes, medians and interchange areas:				
	(a) Cut slopes	m²	949		
	(b) Fill slopes	m²	2410		



TEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
OTAL BI	ROUGHT FORWARD				
	SECTION 3400				
	PAVEMENT LAYERS OF GRAVEL MATERIAL				
4,01	Pavement layers constructed from gravel taken from cut or borrow, including free-haul up to 1,0 km:				
	(a) Gravel subbase (G4) (unstabilised gravel) compacted to:				
	(i) 98% of modified AASHTO density (150mm layer thickness)	m³	788		
	(b)Gravel subbase (G7) (unstabilised gravel) compacted to:				
	(i)95% of modified AASHTO density (150mm layer thickness)	m³	814		
	(c) Gravel material layer G5 compacted to:				
	(i) 98% of modified AASHTO density (150mm layer thickness)	m³	828		
	(d) Gravel selected layer (C4) (stabilised gravel) compacted to:				
	(i) 98% of modified AASHTO density (200mm layer thickness)	m³	841		
	(f)Rip and compacted to:				
	(i)95% of modified AASHTO density (150mm layer thickness)	m³	208		
		1			



SECTION 5100 PITCHING, STONEWORK AND PROTECTION AGAINST EROSION Stone pitching b) Grouted stone pitching c) Grouted stone pitching								
SECTION 5100 PITCHING, STONEWORK AND PROTECTION AGAINST EROSION Stone pitching b) Grouted stone pitching m² 380	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT		
PITCHING, STONEWORK AND PROTECTION AGAINST EROSION Stone pitching m² 380	TOTAL BROUGHT FORWARD							
PITCHING, STONEWORK AND PROTECTION AGAINST EROSION Stone pitching m² 380		SECTION 5100						
Stone pitching b) Grouted stone pitching m² 380								
b) Grouted stone pitching m² 360		PITCHING, STONEWORK AND PROTECTION AGAINST EROSION						
	51,01	Stone pitching						
		b) Country of the in-	m 2	200				
		b) Grouted stone pitching	111-	360				
OTAL CARRIED FORWARD TO SUMMARY	TOTAL C	ARRIED FORWARD TO SUMMARY						



ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
OTAL B	ROUGHT FORWARD	<u> </u>			
	SECTIONS 5200				
	GABIONS				
52,01	Foundation trench excavation and backfilling:				
	b) In all other classes of materials	m³	65		
52,02	Surface preparation for bedding the gabions	m²	150		
52,03	Gabions				
	a) Galvanised gabion boxes (1m x 1m x 2m)	m²	240		
	b) Galvanised gabion boxes (1m x 1m x 1.5m)	m²	180		
	c) Galvanised gabion mattresses by (0.3m x 1m x 2m)	m²	72		
52,04	Filter fabric				
	b) Bidim U24 or similar	m²	155		



TEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
OTAL BE	ROUGHT FORWARD	•			
	SECTION 5400				
	GUARDRAILS				
4.01	Guardrails on timber posts:				
	(a) Galvanised	m	180		
4.04	End treatments:				
	(a) End wings	No	6		
	(c) End treatments in accordance with the drawings where single guardrail sections are used	No	10		
4.05	Additional guardrail posts:				
	(a) Timber	No	45		
54.06	Reflective plates	No	20		



TEM NO	DESCRIPTION	UNIT			
OTAL BRO		ONIT	QUANTITY	RATE	AMOUNT
	OUGHT FORWARD				
٤	SECTION 5500				
F	FENCING				
5,01 (i) Clearing the fence line, 2m wide strip	m	450		
5,02	Supply and erect new fencing material for new fences and supplementing material.				
((b) Zinc- coated smooth wire (grade and size indicated)	m	450		
((i) Straining posts, stays and anchors:				
((i) Vertical				
S	Steel straining posts (type, size and the length and whether galvanized or painted indicated) .	No	150		
((ii) Inclined				
5	Steel stays and anchors	No	20		
5,03	New gates (size and types indicated)	No	2		
OTAL CAL	RRIED FORWARD TO SUMMARY				



ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
TOTAL BF	ROUGHT FORWARD				
	SECTION 5600				
	ROAD SIGNS				
56,01	Road sign boards with painted or coloured semi-matt background. Symbols, lettering and borders in semi-matt black or in Class 1 retroreflective material, where the sign board is constructed from:				
	(c) Prepainted galvanized steel plate (chromadek 1,6 mm thick or approved equivalent):				
	(1) Area not exceeding 2 m ²	m²	20		
56,02	Extra over item 56.01 for using:				
	(a) Background of retro - reflactive material:				
	(i) Class I	m²	15		
	(b) Lettering, symbols, numbers, arrows, emblems and borders of retro- reflective materials:				
	(i) Class II	m²	16		
56,05	Excavation and backfilling for road sign supports (not applicable to kilometre posts)	m³	4		
	(b) Timber (100mm dia .Treated poles)	m	20		
TOTAL C	ARRIED FORWARD TO SUMMARY				
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ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT		
TOTAL BROUGHT FORWARD							
	SECTION 5900						
	FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD						
	ROADS						
59,02	Treatment of old roads and temporary deviations	m	20				
TOTAL C	ARRIED FORWARD TO SUMMARY						



TEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
OTAL BI	ROUGHT FORWARD		·		
	SECTION 7100				
	CONCRETE PAVEMENTS				
1,02	Concrete pavement (100mm thickness indicated) exluding texturing and curing	m³	165		
1,08	Steel reinforcement in concrete pavement:				
	(c) Ref 193 welded steel fabric	kg	650,00		
1,12	Compaction of underlying pavements layers with:				
	(a) Gravel material	m³	150		
	(b) Crushed stone (G2 indicated)	m³	320		
	(c) Gravel subbase (G6) (unstabilised gravel) compacted to:				
	(i) 93% of modified AASHTO density behind wingwall	m³	24		



ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	P	AMOUNT
TOTAL BE	ROUGHT FORWARD					
	SECTION 8300					
	QUALITY CONTROL					
83,01	(a) Quality control and workmanship	Prov.sum	1	25000	R	25 000,00
TOTA: 6	A PRIEST FORWARD TO GUITA TO					
TOTAL CA	ARRIED FORWARD TO SUMMARY					



	DESCRIPTION OF SECTIONS	AMOUNT
1500	ACCOMODATION OF TRAFFIC	
1600	OVERHAUL	
1700	CLEARING AND GRUBBING	
2100	DRAINS	
2200	PREFABRICATED CULVERTS	
2300	CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LINING FOR OPEN DRAINS	
3100	BORROW MATERIALS	
3300	MASS EARTHWORKS	
3400	PAVEMENT LAYERS OF GRAVEL MATERIAL	
5100	PITCHING, STONEWORK AND PROTECTION AGAINST EROSION	
5200	GABIONS	
5400	GUARDRAILS	
5500	FENCING	
5600	ROAD SIGNS	
5900	FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS	
7100	CONCRETE PAVEMENTS	
8300	QUALITY CONTROL	
	SUB TOTAL	



	DESCRIPTION OF SECTIONS	AMOUNT
300	PREMIMINARY AND GENERAL	
1400	HOUSING, OFFICE AND LABORATORY FOR THE ENGINEERS SITE PER	RSONEL
1500	MACANDA ROAD 1	
1600	MACANDA ROAD 2	
	SUB TOTAL	
	CONTINGENCIES, Allow (10%) contingencies to be used or omitted as directed by the Client or Principal agent	
	SUB TOTAL VAT @ 15%	
	TOTAL CARRIED FORWARD TO FORM OF OFFER	



OKHAHLAMBA LOCAL MUNICIPALITY

DEPARTMENT OF TECHNICAL SERVICES

CONSTRUCTION OF MACANDA GRAVEL ROAD

BID NO: 8/1/1/4/9-TEC 02/2022

PART C3

SCOPE OF WORK





PART C4: SCOPE OF WORK

Status

Should any requirement or provision in the parts of the Scope of Work conflict with any requirement of any Standardised Specification, particular specification or any drawings, the order of precedence, unless otherwise specified, is:

Drawings Scope of Work (Parts C3.1) COLTO Standard Specifications SANS Standardised Specification





CONSTRUCTION OF MACANDA GRAVEL ROAD BID NO: 8/1/1/4/9-TEC 02/2022

C4.1 STANDARD SPECIFICATIONS

The standard specifications on which this contract is based are the COLTO Standard Specifications for Road and Bridge Works for State Road Authorities 1998 edition.

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 1914-4 (2002): Targeted Construction Procurement (local resources)

SANS 1921 - 1 Construction and Management Requirements for Works Contracts Part 1:

General Engineering and Construction Works and where accommodation

of traffic is involved:

C4.2 PROJECT SPECIFICATIONS

STATUS

(2004):

The Project Specifications, 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 Standard Specifications and, if applicable, the Particular Specifications.

In the event of any discrepancy between a part or parts of the Standard 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.





C4.2 PROJECT SPECIFICATIONS

PART A: General

A. DESCRIPTION OF THE WORKS

1.1. Employer's objectives

The Employer's objective is to construct the Macanda Gravel Road to the acceptable standard in Ngoba Ward 3 within OKHAHLAMBA LOCAL MUNICIPALITY. This will create an all-weather direct access for the community residing along this road. The construction objective is to extend the road's design life with 10 years. Due to budget constraints this contract will concentrate on the certain portion of the works to ensure that the proper road that will benefit the community for a long run is constructed.

The employer's objectives during construction are to provide local enterprises and local labour with a substantial portion of work, provide training to local labourers and emerging entrepreneurs, and to use labour intensive methods of construction. The work must be executed to the highest technical standard and with a high degree of safety.

1.2. Proposed project scope

The description of the project contained in this section is merely an outline of the contract works and shall not limit the work to be carried out by the Contractor under this contract. Approximate estimated quantities of each type of work to be carried out are listed in the bills of quantities bound in this document.

The project is located in Ngoba Village, KwaZulu Natal Province under OKHAHLAMBA LOCAL MUNICIPALITY. The proposed road is 5,9m wide and approximately 1,8km long. This road is the access road for the community of this village.

The road will have other associated infrastructure such as a culvert of 3,1m and 1,2m alternatively at the river crossing and other stormwater structures such as pipe crossings using 600mm and 900mm diameter. In addition, guard rails will be provided for the steeper sections and for bridge railing.

1.3. Extent of the works

The main work items to be undertaken in terms of the construction of the Macanda Gravel Road comprise the following:

- Site establishment including facilities for the engineer (office and laboratory).
- · Clear and grubbing for road works, pipe culverts and borrow pits
- Mass earthworks for road preparation and borrow pits
- 150mm thick gravel wearing course with an average width of 5,9m.
- Surfacing (50mm Ultra-thin Reinforced Concrete) in steep gradients.
- Construction of storm water cross drainage, side drains, open channel and discharge outlets.
- Construction of headwalls at the inlets and outlets of the crossing.
- Installation of ancillary roadworks including signage and road marking.
- Temporary works including service relocation / protection, and traffic accommodation
- Complying with Health and Safety as well as Environmental Management issues
- Landscaping, grassing and finishing off the road reserve and borrow pits.

1.4. Drawings

The tender drawings applicable to the contract are attached to this document in the book of drawings.

1.5. Procurement

1.5.1. Preferential procurement procedures

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Preference is given on the basis of the BEE status of the tenderer.

1.5.2. Contract Participation Targets:

In this project the minimum target values shall be as follows:

Targeted Labour: 5%

Targeted Enterprises: 15%

i. Targeted Labour:

Unskilled and semi-skilled labour may only be sourced from Wards 03 of OKHAHLAMBA LOCAL MUNICIPALITY, unless these are not available.

Targeted labour must be trained on the job by the Contractor with the goal these workers can enter the labour market as a skilled worker in a specific task when the project is finished, for those tasks that are practically suitable. On-site training and mentoring is deemed to be included in the tenderers rates for the specific items. A provisional sum is allowed for practical and theoretical training by service providers.

1.6. Construction

1.6.1. Applicable SANS 2001 standards for construction works

There are no SANS 2001 standards applicable.

- 1.6.2. Applicable national and international standards
- 1.6.3. The relevant provisions of the COLTO Standard Specification for Road and Bridge Works for State Authorities (1998 edition) shall apply to the contract.

DESCRIPTION OF THE SITE AND ACCESS

1.1. Location of site

The project is located in the Ngoba Village, KwaZulu Natal Province under OKHAHLAMBA LOCAL MUNICIPALITY. The section of the road under investigation is the total of km 1+800 where it ties to the existing Department of Transport (DOT) gravel road respectively. (See Location Plan). The site shall not only include the proclaimed road reserve but shall be extended in the broader sense to take account of all areas occupied by the Contractor, be it deliberate or unintentional, in the execution of the contract.

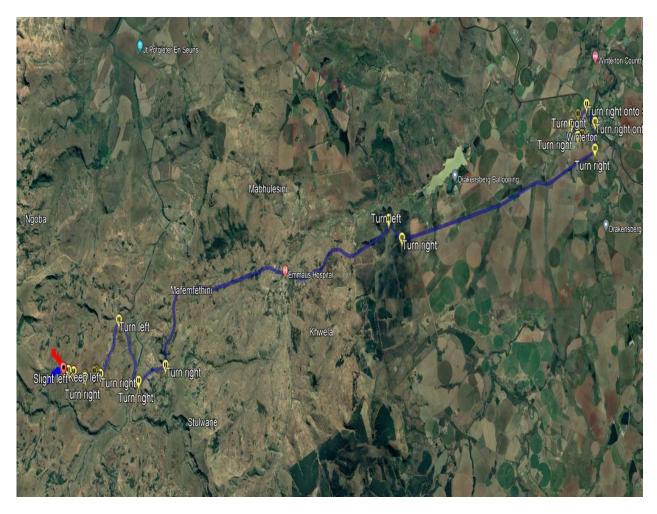
Incidental intrusion into private property outside the road reserve shall not be permitted without the owner's written authority. Any such agreement reached with a private or tribal landowner (occupier) shall include the proviso that any material or equipment on that site shall remain the exclusive property of the Employer in terms of the contract.





1.2. Access to site

Macanda Gravel Road is 36km away from Winterton and 39km from Bergville CBD. The site can be accessed using the R74 Provincial Road from Winterton and turning left on to R600 and immediate Right to P180. Drive on this road for about 10km. Take right into road P10-2 road towards Cathedral Peak and drive for another 1km. Take a right to road P394 road towards Emmaus Hospital and drive for another 14km. From there take a right to P388. Drive on this road for 2km, then take left to D1242 and drive on this road for about 3 km. Macanda Gravel Road starts on the right next to the trees before the General Dealer Store.



The contractor shall be responsible for the maintenance and reinstatement of damage caused by him or his agents/deliveries to vehicular access tracks and rights of way. No damage to fauna and flora located outside the limits of the road reserve will be permitted on the contract. Currently there is an informal foot path surrounded by few dispersed rural households with subsistence farming.

The contractor shall take cognisance of the aforementioned items concerning roads and tracks and allow for any costs in his tender under the relevant section in the Bill of Quantities.





DETAILS OF THE WORKS

A brief detail of the works for which this specification is applicable is as follows:

1.3. Roadworks

1.3.1. The design pavement structure for the rehabilitation of the street is summarised in the following table:

Layer	Thickness (mm)	TRH 14 Code	Description	Compaction (%)
Surfacing	50		Ultra-thin Reinforced Concrete	
Base	150	G4/C4	Imported materials from the commercial source (Stabilisation 2% Cement)	98%
Sub Base	15	G7	Imported materials from the commercial source	97%

The typical cross section for the road is 2 x 2.25m wide lanes with earth channel on each side of the road. Also refer to drawing 0098-MC-RD-07- Typical Road Cross sections.

1.3.2. Material sources and quantities

The principal materials sources and approximate quantities are summarized in the following table:

Description	Source	Approximate Quantity
50mm Ultra-thin Concrete	Commercial source	3060 m³
G4 Base	Commercial source	3240 m³
G7 Sub Base	from site	3440 m³

1.4. Drainage

The existing cross drainage facilities along the proposed road are blocked due to silts and debris. The proper stormwater drainage system will be installed under this contract.

Proper lined channels and kerbs will be constructed for the handling of surface water.

1.5. Ancillary works

Road marking and road signs will form part of the project.

1.6. Traffic Accommodation

For the main rehabilitation work can be constructed in half widths. There will be major accommodation of traffic expected as this is the busy area in the CBD. However, most traffic that does not necessarily affected will be diverted to the nearest streets within the affected area. No temporary road markings will be allowed on finished road sections.

1.7. Nature of ground conditions and subsoil conditions

The geotechnical investigation revealed that no ground water seepage is expected.

1.8. Climatic conditions

The road falls within the summer rainfall region with an average annual rainfall of 589mm. The average daily maximum and minimum temperatures in February are 28 and 15 degrees Celsius respectively, and 20 and 3 degrees Celsius in July.

1.9. Community Liaison

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Local labour is to be used and the employment of such labour is to be done in conjunction with community structures. The Community Liaison Officer (CLO) shall facilitate the formation of a Labour Committee who shall assist the Contractor with the recruitment of local labourers to ensure an equal distribution of people employed between the various civic and tribal structures in the area.

The community structures shall identify and nominate the CLO, who will be appointed and paid by the Contractor out of a provisional sum. The CLO shall be full time employed on the project. The CLO shall fulfil the secretariat function of the community Structure, and be the communication link with the contractor. The CLO shall attend all site-meetings held by the Employer, the Contractor and the Engineer, and report from and back to the Community.

The CLO shall chair the Labour Committee, and assist in compiling a skills audit of the available skills in the community, compile and keep a database of the available labour, and administer the selection of labour on behalf of the Labour Committee.

1.10. Construction in confined areas

It may be necessary for the Contractor to work within confined areas. Except where provided for in the specifications, no additional payment shall be made for work done in restricted areas. In certain places the width of the fill material and pavement layers may decrease to zero and the working space may be confined. The method of construction in these confined areas largely depends on the Contractor's constructional plant.

However, the Contractor shall note that, unless provided for in terms of the scheduled payment items in the COLTO Standard Specifications or these project specifications, measurement and payment shall be in accordance with the specified cross sections and dimensions only, irrespective of the method used for achieving these cross sections and dimensions, and that the tendered rates and amounts shall include full compensation for all special equipment and construction methods and for all difficulties encountered when working in confined areas and narrow widths, and at or around obstructions, and that no extra payment shall be made nor shall any claim for additional payment be considered in such cases.

CONSTRUCTION AND MANAGEMENT REQUIREMENTS

1.11. 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.

1.11.1. Drawings (Read with SANS 1921 – 1: 2004 clauses 4.1.7; 4.1.11 and 4.1.12)

The reduced drawings which form part of the tender documents 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 produce there from all 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 completion certificate 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

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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.

- 1.12. Responsibilities for design and construction
- 1.12.1. Pavement Engineer

The pavement engineer responsible for the design in accordance with the specifications will be: Mgamule Consulting Engineers.

- 1.13. Planning and Programme (Read with SANS1921-1:2004 clause 4.3)
- 1.13.1. 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 and client Priorities 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 Contract time is **6 months**. Plant and personnel requirements to complete the project in **6 months** must be incorporated in the Tender.
- b) A high standard of traffic accommodation
- c) The relocation of services (if required)

1.13.2. 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 Contractor's attention is also drawn to clause 5.7.3 of the General Conditions of Contract 2010.

1.14. 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

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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.

See B1205 below for the arrangement regarding the site laboratory.

1.6. 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.

1.7. Earthworks (Read with SANS 1921 - 1: 2004 clause 4.10)

Borrow pits and spoil areas

The borrow pits to be used for this contract shall be pointed out at the Site Inspection. The Contractor shall be permitted to use only those borrow pits approved by the Engineer.

The spoil sites shall be determined on site in conjunction with the Engineer and the local communities. The Contractor shall be permitted to use only those spoil areas approved by the Engineer.

Should the Contractor wish to use any other tip area for the disposal of soil, rubble, vegetation, etc, its use shall be subject to the approval of the Engineer and the landowner.

1.8. Testing (Read with SANS 1921 – 1: 2004 clause 4.11)

Process control

The Contractor shall arrange for all tests required for process control to be done. The cost of process control is deemed to be included in the rates, and no special pay item is provided for such.

Acceptance control

The process control test results submitted by the Contractor for approval of materials and workmanship will be taken into account by the Engineer in his appraisal for acceptance. However, the Engineer shall commission further acceptance control testing by the Engineer's laboratory. The cost of such acceptance control testing is carried by the Employer.

1.9. Site Establishment (Read with SANS 1921 - 1: 2004 clause 4.14)

Contractor's camp site and depot

The Contractor is responsible to provide a suitable site for his camp, the engineer's personnel and the engineer's site laboratory, 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 construction site must be along the route under rehabilitation with a maximum of 1km away from the road. The Engineers offices, site laboratory and contractors offices need to be provided for at the same location.

The chosen site shall be subject to the approval of the Engineer and the Community Structures. 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 and all other services. No direct payment shall be made for the provision of electrical and other services. The cost thereof shall be deemed to be included in the rates and amounts tendered for the various items of work for which these services are required.

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

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subcontractors are able to identify themselves as members of the construction team.

Accommodation of Employees

No employees except for security guards will be allowed to sleep or be accommodated on the site, unless otherwise approved by the land owner and endorsed by the Community Structure.

The Contractor shall make his own arrangements to house his permanent employees and to transport them to site. The contractor shall also make arrangements regarding transport of local temporary labour to and from site. No additional payment shall be made for transport of labour to and from site, and the rates shall be deemed to include the cost of transportation.

No informal housing or squatting will be allowed on the site.

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 only will be allowed where temporary facilities have to be provided.

1.10. 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.

1.11. 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.

A provisional amount is included in the bill of quantities for the protection of services and/or relocation thereof.

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 take note of the requirements of clause 1202 of the standard specifications with regard to services.

The drawings indicate of some of the existing services known to the engineer at the time of tendering. This is by no means a comprehensive inventory, and the contractor shall ascertain the status of existing services.

- 1.12. Health and Safety (Read with SANS 1921 1: 2004 clause 4.18)
- 1.12.1. 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

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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 C1.2.4.

1.12.2. Health and Safety Specifications and Plans

a) Employer's Health and Safety Specification

The Employer's Health and Safety Specification is included in Part E of the Project Specifications.

b) Tenderer's Health and Safety Plan

The Tenderer shall submit before commencement of his works his own documented Health and Safety Plan for the execution of the works under the contract. His Health and Safety Plan must comply with the employer's specification, 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 subcontractors, employees and visitors to the site, including safety training in hazards and risk areas (*Regulation 5*);
- v. 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;
- vi. 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
- vii. 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

1.12.3. Cost of compliance with the OHSA Construction Regulations

The rates and prices (see pay item B12.05, Part B of the project specifications) 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 well as the Mine Health and Safety Act 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.

1.13. 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

The Contractor shall confine his operation to the limits of the road reserve for the purpose of

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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.

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.

The contractor shall engage actively in the local fire protection and disaster management structures.

c) 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 Section 2, shall be adhered to.

To be highlighted is that it is a requirement of the Record of Decision regarding the Environmental Management Plan that the Employer shall appoint a full time Environmental Control Officer whose duty it shall be to independently monitor compliance with the environmental requirements of the contract and to report to the Employer. The ECO shall be given full access to the site, and shall be invited to all Community Structure and technical project meetings and shall receive all minutes. The ECO shall be skilled in the specific environmental mitigation measures provided for in the scope of works, and shall provide the project technical team with technical guidance. However, the work instructions shall be issued by the Engineer.

1.14. Requirements for Accommodation of Traffic (Read with SANS 1921 - 2: 2004)

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.

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

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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.

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.

(c) 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 Section 2, shall be adhered to.

LABOUR INTENSIVE SPECIFICATION

1.15. Labour intensive competencies of supervisory and management staff

Contractors having a CIDB contractor grading designation of 6CE and higher shall only engage supervisory and management staff in labour intensive works who have either completed, or for the period 1 April 2004 to 30 June 2006, are registered for training towards, the skills programme outlined in Table 1.

The managing principal of the contractor, namely, a sole proprietor, the senior partner, the managing director or managing member of a close corporation, as relevant, having a contractor grading designation of 1CE, 2CE, 3CE and 4CE shall have personally completed, or for the period 1 April 2004 to 30 June 2006 be registered on a skills programme for the NQF level 2. All other site supervisory staff in the employ of such contractors must have completed, or for the period 1 April 2004 to 30 June 2006 be registered on a skills programme for, the NQF level 2 unit standards or NQF level 4 unit standards.

Table 1: Skills programme for supervisory and management staff

Personnel	NQF level	Unit standard titles	Skills programme description
Team leader / supervisor	2	Apply Labour Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, and
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	any and of those 2
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	

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			•			
Foreman/ supervisor	4	Implement labour Intensive Construction Systems and Techniques	This unit standard must be completed, and			
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	er any one of these 3 unit			
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services) standards			
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures				
Site Agent / Manager (i.e. the contractor's most senior representative that is resident on the site)	5	Manage Labour Intensive Construction Processes	Skills Programme against this single unit standard			

Employment of unskilled and semi-skilled workers in labour-intensive works

- 1.15.1. Requirements for the sourcing and engagement of labour
- 1.15.1.1. Unskilled and semi-skilled labour required for the execution of all labour intensive works shall be engaged strictly in accordance with prevailing legislation and the specifications.
- 1.15.1.2. The rate of pay set for a day task is R140.00.
- 1.15.1.3. Tasks established by the contractor must be such that:
 - a) the average worker completes 5 tasks per week in 40 hours or less; and
 - b) the weakest worker completes 5 tasks per week in 55 hours or less.
- 1.15.1.4. The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 5.2.1.3.
- 1.15.1.5. The Contractor shall, through the Community Structure, inform the local community of the labour intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:
 - a) where the head of the household has less than a primary school education;
 - b) that have less than one full time person earning an income;
 - c) where subsistence agriculture is the source of income.
 - d) those who are not in receipt of any social security pension income
- 1.15.1.6. The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:
 - a) 40% women;
 - b) 20% youth who are between the ages of 18 and 35; and
 - c) 2% on persons with disabilities.
- 1.15.2. Specific provisions to training

The skills audit conducted by the Community Structure will inform the Contractor's training programme. The contractor shall hence design a training programme for labour and entrepreneurs and submit it to the engineer for approval. This programme will be provided by commercial training institutions on a quotation basis. This category of training paid under the contract, must be endorsed by the Engineer prior to the appointment of the training institutions. This category of training shall be only CETA accredited training (NQF levels 1 to 4) covering the courses of special skills, construction supervisors, and construction contractors.

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

mgamule mgconsulting engineers							Page C3-14
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An allowance equal to 100% of the daily rate shall be paid by the contractor to workers who attend formal training. The contractor shall be responsible for scheduling the training of workers and shall take all reasonable steps to ensure that each beneficiary is provided with a minimum of six (6) days of formal training if he/she is employed for 3 months or less and a minimum of ten (10) days if he she is employed for 4 months or more. The contractor shall do nothing to dissuade targeted labour from participating in training programmes.

Proof of compliance with the requirements of the above must be provided by the Contractor to the Employer prior to submission of the final payment certificate. The payment arrangements for this category of training are set out in part B of the project specifications.





PART B: Amendments to the Standard and Particular Specifications

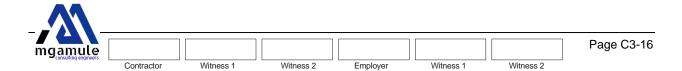
B1: PROJECT SPECIFICATIONS RELATING TO THE STANDARD SPECIFICATIONS AND OTHER ADDITIONAL SPECIFICATIONS

In certain clauses in the standard, standardised 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.

In all cases where reference is made in COLTO to the "General Conditions of Contract" this will refer to the "General Conditions of Contract for Construction Works" 3rd Edition 2015. Reference made to a specific Clause in COLTO must the cross-referenced from the GCC2004 to the specific Clause number in GCC2010.





SECTION 1100: DEFINITION AND TERMS

In all cases where "Okhahlamba Local Municipality" appears in the text or in drawings contained in this document it shall be read as "Client".





SECTION 1200: GENERAL REQUIREMENTS AND PROVISIONS

B1202: SERVICES

Delete and replace the words:

"Clause 15 of the general conditions of contract" in the first sentence of the eleventh paragraph with: "Clause 5.6 of the General Conditions of Contract for construction works 2015 3rd edition".

B1205: WORKMANSHIP AND QUALITY CONTROL

Add the following:

Quality control (Scheme 1) as detailed in Section 8200 will be used for determining the acceptance levels with respect to the properties of the materials and workmanship executed by the contractor.

Delete the second, third and fourth paragraphs and replace with the following:

"The contractor shall submit the quality assurance plan and systems he proposes using to the engineer before Commencement of the Works as per Clause 5.3.1 of GCC2015. Once accepted it shall not be deviated from unless written notification of proposed changes have similarly been submitted and approved. The system shall record lines and levels of responsibility and indicate the method by which testing procedures will be conducted."

Add the following to the end of this clause:

"The engineer shall for the purpose of acceptance control on products and workmanship, assess test results and measurements in accordance with the provisions of section 8200 of the standard specifications. Where small quantities of work are involved, a lot shall mean a full day's production for a specific item of work subject to acceptance control testing.

B1206: THE SETTING-OUT OF WORK AND PROTECTION OF BEACONS

Delete the entire contents of the first paragraph and the following words in the first sentence of the sixth paragraph.

"and of clause 14 of the general conditions of contract."

Add the following at the end of the fourth paragraph:

"Road markings, particularly overtaking barrier lines are also elements of the road that require proper setting out. The contractor shall provide the engineer that critical reference points have been satisfactorily recorded for later reinstatement before any work may commence that will obliterate the existing markings."

B1209: PAYMENT

Amend sub clause (e) Materials on site by deleting and replacing the words:

"Clause 52 of the general conditions of contract" in the first sentence of the first paragraph with Clause 6.10.2 of the General Conditions of Contract for construction works 2015.

B1210: CERTIFICATE OF PRACTICAL COMPLETION OF THE WORKS

Delete and replace the words in the first paragraph:

"Clause 54 of the general conditions of contract" in the fourth line of the first sentence with Clause 5.14 of the General Conditions of Contract for construction works 2015.

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mganule consulting engineers	Contractor	Witness 1	Witness 2		Witness 1	Mitagon 2	Page C3-18
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B1212: ALTERNATIVE DESIGNS AND OFFERS

Add the following to the end of sub clause (m):

"The provision for contract price adjustment in the original tender summary must not under any circumstances be altered in an alternative tender"

B1215: EXTENSION OF TIME RESULTING FROM ABNORMAL RAINFALL

Delete and replace the words in the first paragraph:

"Clause 45 of the general conditions of contract" in the first line of the first sentence with Clause 5.12 of the general conditions of contract for construction works 2015.

Add the following after the first paragraph:

Method (ii) (Critical-path method) shall be used on this contract.

Method (ii) (Critical-path method)

Delete and replace the words in the second paragraph with the following:

Replace the word "five-day" in the second paragraph with "six-day".

The 'n' value of working days, as specified in this clause as being expected delays for which the contractor must make allowance in his programme, have been calculated from the figures given in Table B1215/1 below:

Table B1215/1: Rainfall records for Ladysmith

MONTH	AVERAGE RAINFALL	AVERAGE RAIN DAYS	(n) DELAY DAYS RAIN	(n) DELAY DAYS OTHER
	(mm)	(per month)	(per month)	(per month)
JANUARY	107	16.2	15	
FEBRUARY	95	13	7	
MARCH	76	14	10	
APRIL	34	10.6	6	
MAY	10	4.8	3	
JUNE	1	3	1	1
JULY	2	2.2	-	1
AUGUST	9	3.6	1	2
SEPTEMBER	20	7	2	1
OCTOBER	51	17.6	4	
NOVEMBER	80	18.2	12	
DECEMBER	104	19.8	12	
TOTAL	589			

The number of rain-related delays is the days on which 10 mm of rain or more is expected to fall. Other inclement weather delays for which the contractor must make allowance in his programme have been derived from previous experience of wind and temperature influence on similar construction in the area of the site. Actual extensions of time due to inclement weather shall be agreed between the engineer's and contractor's representatives on the site. The agreed whole days or parts thereof shall be recorded at the monthly site meetings.





B1217: PROTECTION OF THE WORKS AND REQUIREMENTS TO BE MET BEFORE CONSTRUCTION OF NEW WORK ON TOP OF COMPLETED IS COMMENCED

Delete and replace the words in the first paragraph:

"Clause 35 of the general conditions of contract" in the second line of the first sentence with Clause 8.1 of the General Conditions of Contract for construction works 2015.

B1219: WATER

Add the following:

"Water for use on site other than municipal, shall be subject to the required permit from DWA. This shall include such extraction points as rivers, dams, streams, and boreholes".

B1224: THE HANDING-OVER OF THE ROAD RESERVE

Add the following:

The full extent of the road reserve will be handed over to the Contractor at the beginning of the contract. He shall be responsible for the maintenance along this portion of the road until completion of the contract.

B1229: SANS CEMENT SPECIFICATIONS

The standard cement specifications SABS 471, SABS 626, SABS 831 and SABS 1466 have been withdrawn and are replaced by the new SANS 50197-1 and -2: Common cements, and SANS 50413-1 and -2: Masonry cement. These specifications will be applicable to this contract, and the descriptions and types of cements specified, will be based on the designations as defined in these specifications.





B1230: ENVIRONMENTAL IMPACT CONTROL

Respect for the environment is an important aspect of this contract. The environmental control of the site shall be governed by the Environmental Management Specification and Plan included in Part C of the Particular Specification C3.3 of this document, which provides, inter alia for:

- a) The Contractor must allow for the satisfactory combating of dust and noise nuisance throughout the contract length during construction.
- b) The Contractor must make provision for the prevention of excessive erosion and siltation throughout the Contract and in particular on adjacent land. Should excessive erosion and/or siltation take place outside the road reserve as a direct result of the Contractor's construction activities it will be the Contractor's responsibility to make good the erosion/siltation to the satisfaction of the landowner and the Engineer.
- c) No littering by construction workers shall be allowed. A refuse control system shall be established for the collection and removal of refuse to the satisfaction of the engineer.
- d) Adequate provision shall be made for temporary toilet requirements in construction areas. Use of the veld for this purpose shall not, under any circumstances be allowed.
- e) Streams, rivers and dams shall be protected from direct or indirect spillage of pollutants, such as refuse, garbage, cement, concrete, sewage, chemicals, fuels, oils, aggregate tailings, wash water, organic materials and bituminous products. In the event of spillage, prompt action shall be taken to clear the affected area. Emergency measures in the event of spillage must be set out and the responsible person made aware of the required action. The construction of temporary and or permanent dams must be done with the necessary approvals from the Department of Water Affairs and Forestry and Environmental Affairs and Tourism.
- f) Bituminous and/or other hazardous products shall not be spoiled on site and may only be disposed of in licensed authorised disposal facilities.
- h) Clearing shall be limited to the road prism and, where applicable, detours, which shall be sited in consultation with the Engineer and the local communities.
- k) The Environmental Management Plan included as Part C Section C3.3 of the Particular Specifications provides further detail regarding the sensitivity of the area and the requirements regarding mitigating the impact of the construction process, which shall be observed by the Contractor. Other than the pay items provided for in Schedule E of the Bill of Quantities or elsewhere, no other additional payment shall be made to the Contractor for complying with the Environmental Management Specification and Plan. Costs involved in order to comply with these shall be regarded to be included in other rates.

B1231: WORKMEN'S COMPENSATION ACT

All labour employed on the site shall be covered by the Workmen's Compensation Act. The Contractor shall pay in full, including the payment of the necessary levies, such amounts as are due in terms of the Act.

The manner in which Workmen's Compensation shall be handled shall be resolved by the Contractor at the commencement of the contract.

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B1232: CARE OF WORKS, DAMAGE, INJURY AND INSURANCE

Compliance with Road Traffic Act:

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

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

The contractor shall provide, erect and maintain sufficient road signs, barricades, fencing and guarding as may be necessary or required by the Engineer or by any act, regulation or statutory authority in order to minimise the danger and inconvenience caused to vehicle and pedestrian traffic.

The Contractor by accepting this contact shall be deemed to have indemnified the Employer and the Engineer against any claims, damages and / or costs that may arise in this regard.

B1233: PAYMENT

The requirements of Part A of the Project Specifications and the Special Conditions of Contract shall be referred to below.

Item Unit

B12.01: Training

a) CETA accredited training

Prov Sum

This payment item covers the cost of all CETA accredited training provided for locally sourced labourers. The sum covers the cost of paying for the commercial training service provider, for the venue, and for stationary etc.

Progress payments shall be considered by the Engineer. Payment of 50% of the amount quoted shall be kept in retention until such time as training certificates have been duly issued by the service provider.

b) Contractors handling cost and profit in terms of training

%

No progress payment shall be considered for this item. This amount shall be payable only after all certificates have been issued to trainees.

The Contractor's cost in respect of all expenditure on training shall be covered under the items provided.

Item Unit

B12.02 Excavation for services:

a) Excavation in search of existing services in soft material situated within the following depth ranges below the surface level

i) 0m to 2m

b) Extra over item B12.02 a) for excavation in hard material in the close m³ vicinity of services using jackhammers, power tools, etc where no blasting or machine excavation is permitted





Item Unit

B12.03 Relocation and protecting of existing services:

a) Relocation, including lowering or raising, protection and/or repair of existing Prov Sum services which are not allowed for under items in the schedule of quantities.

Handling cost and profit %

Item Unit

B12.04 Provision of Community Liaison Officer

a) Community Liaison Officer

Prov Sum

b) Handling costs and profit I respect off sub-item B12.04 a)

%

Expenditure of the above item shall be made in accordance with the general conditions of contract.

The tendered percentage is a percentage of the amount actually spent under the sub-item B12.04 a), which shall include full compensation for the handling costs of the contractor, and the profit in connection with providing the community liaison officer.

Item Unit

B12.06 Community Participation

a) Cost of community participation and PLC support

Prov Sum

b) Handling costs and profit I respect off sub-item B12.06 a) and b)

%

Expenditure of the above item shall be made in accordance with the general conditions of contract.

The tendered percentage is a percentage of the amount actually spent under sub-items B12.06 a) and b), which shall include full compensation for the handling costs and profit of the contractor.

Item Unit

B12.07 Compensation to house and land owners

Prov Sum

Expenditure of the above item shall be made in accordance with the general conditions of contract.

Item Unit

B12.08 Incentives / Penalties for Contract Participation Goal

Prime Cost Sum

Expenditure of the above item shall be made in accordance with the general conditions of contract.

Item Unit

B12.09 Supply, transport to site and erect contract signboards

Number (No.)

The item shall cover all costs in regard to producing and erecting the signboards in accordance with the drawing and leave them erected during the liability period and removal at the final completion of the contract.

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SECTION 1300: CONTRACTOR'S SITE ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS

B1303: PAYMENT

"...... and provided the Contractor has fulfilled his obligations as far as the Engineer's office, laboratory and housing accommodation is concerned".

Add the following:

Add the following at the end of Item 13.01(1).

"The contractor shall, at each area where work is being undertaken, provide on a daily basis at least one portable chemical latrine unit for use by construction workers employed on the project. The latrine units shall be serviced daily and kept in a hygienic and orderly state to the satisfaction of the engineer. No separate payment shall be made for this requirement and shall be deemed to be included in the rates tendered for the contractor's time-related obligations.

Tenderers shall allow under the rates in this section for the costs involved in complying with the health and safety requirements".

Add the following pay items:-

Item Unit

B13.01 d) Contractor's time related obligations in respect of the Month Occupational Health and Safety Act and Construction Regulations

Payment of the rate per month shall include full compensation for all the contractors' obligations relevant to 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.

Item Unit

B13.01 e) Contractor's time related obligations in respect of the Month Environmental Management Plan

Payment of the rate per month shall include full compensation for all the contractors' obligations relevant to the EMP as specified in Section C3.3 Part C.





SECTION 1400: HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL

B1402: OFFICES AND LABORATORIES

(a) General

Delete the fourth sentence in the first paragraph of Sub-clause 1402 (a) and replace with:

"Office buildings shall have timber or concrete floors covered with edge-to-edge Foam-backed needle-punched carpeting, and laboratory buildings shall have concrete floors".

Add the following new paragraph at the end of this sub-clause:

"The offices, laboratory and stores shall, unless otherwise agreed, be erected in close proximity to the contractor's offices and laboratory. The contractor shall take all reasonable precautions to prevent unauthorised entry to the Engineer's offices and laboratories and to ensure the general security of the offices and laboratories.

The facilities to be provided shall be fenced off by a 1.8-metre-high veranda type security fence with diamond mesh on the vertical portion and barbed wire on the overhang. A security gate shall be provided in the fence which shall be guarded at all times by an acceptable watchman provided by the contractor.

The engineer's establishment may be incorporated within the contractor's establishment provided that the preceding requirements are met to the satisfaction of the engineer.

Separate payment shall be made for the provision and erecting of the security fence and gate, but the cost in respect of the provision of a watchman at all times by the contractor shall be deemed to be included in the contractor's tendered rate for item B13.01(c).

The tendered rates under this section of the schedule of quantities shall also include full compensation for the dismantling and removal from site of all offices, laboratories and other facilities provided for the engineer's supervisory staff at the completion of the contract."

b) Offices

Add the following new sub-sub-clause:

"(ix) The engineer's site supervisory staff (three persons) shall be provided with two-way radios as well as cellular phones by the contractor for contract administration and supervision purposes (to always use the one which is least costly and most functional for the situation and purpose). Provision is made in the schedule of quantities for separate payment for the supply and operating costs of such communication devices for the engineer's staff. The pay item does not cover the cost of communication of the contractor's staff, and such costs are deemed to be covered by the rates."





Unit

B1403: HOUSING

c) Rented accommodation

Add the following:

"The engineer may arrange for obtaining of rented accommodation for his supervisory personnel on site. Payment of such rent shall be made under provisional sum in sub-item B14.07 and shall be expended on a monthly basis by the contractor as ordered by the engineer."

B1406: MEASUREMENT AND PAYMENT

The variation items in the Bill of Quantities are self-explanatory.

Measurement and payment in respect of the provisional and prime sum items shall be made in accordance with the provisions of the general conditions of contract.

The tendered percentages are percentages of the amount actually spent, which shall include full compensation for handling costs of the contractor and the profit in connection with the payment of the cost of services relating to the use by the engineer's site staff of the services.

Add the following item:

Item

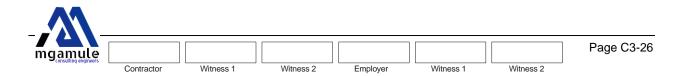
Item Unit

B14.01 Provision of Offices, accommodation and laboratory

- a) Office accommodation for Resident Engineer staff, including all furniture, lump-sum services and carports.
- b) 80m² laboratory including all furniture and fittings, installation for soils and lump-sum asphalt testing and services, excluding testing apparatus
- e) Ablution units and kitchen area, including fittings, services and utensils.

The tendered lump sum shall be in full compensation for supplying and erecting the accommodation, fittings and furniture as specified in the project specifications and shown on the drawings, and for the proper maintenance and the subsequent removal thereof from the site on completion of the works.

B14.03: Office and laboratory fittings, installations and equipment b) Prime cost items and items measured and paid for in a lump sum lump sum Add the following subitems: ix) The provision of telephone services, cellular service contracts including cell (PC)sum phones for all supervisory staff x) The provision of 3G data services, mobile contracts including 3G modems (PC)sum) xi) The provision of computer hardware and software facilities for the (PC)sum) supervisory staff xii) The provision of printing, copying and scanning facilities for the (PC)sum) supervisory staff





xiii) The provision for digital cameras

(PC)sum)

xiv) Handling costs and profit in respect of subitem 14.03(b) above

Percentage (%)

The tendered percentage is a percentage of the amount actually spent under subitem B14.03(b).

Item Unit

B14.07: Rented hotel and other accommodation, including offices

- a): provisional sum for providing rented housing, hotel or other prov sum accommodation, fully furnished and including services
- b) Handling costs and profit in respect of subitem B14.07(a)

percentage (%)

Expenditure under this item shall be made in accordance with the general conditions of contract.

The tendered percentage is a percentage of the amount actually spent under subitem 14.07(a), which shall include full compensation for the handling costs of the Contractor and the profit in connection with providing the rented accommodation.

Item Unit

B14.11 Provision and erection of security fencing (Including gate) (m)

The unit of measurement shall be the metre of security fence supplied and erected as indicated on the drawings and/or ordered by the engineer. The tendered rate shall include full compensation for procuring and furnishing of all material, including one vehicle gate, labour and equipment required to erect the specified security fence and maintain it for the duration of the contract."

General: Method of payment

Add the following:

"The tendered rates under this section of the bill of quantities shall also include full compensation for the dismantling and removal from site of all offices, laboratories and other facilities provided for the engineers supervisory staff at the completion of the contract."

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Contractor Witness 1 Witness 2

Contractor Witness 1 Witness 2



SECTION 1500: 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

(a) Safety

Add the following:

"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."

Traffic shall be accommodated with the least delay and discomfort to the public in accordance with the South African Road Traffic Signs Manual (SARTSM) and with the National Road Traffic Regulations, 2000.

When instructed, the Contractor shall prepare the necessary press releases and/or public notification and the placement of advertisements in regional and local newspapers advising the public of imminent road construction.

Copies prepared for press releases shall be submitted timeously to the Employer for consideration and approval.

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 this, and no claims for extra payment due to inconvenience as a result of the modus operandi will be considered."

(f) Approval of temporary deviations

Add the following:

"If, after any temporary deviation has been constructed, any changes are considered necessary or desirable, the proposal shall be submitted to the engineer for his approval."

(i) Traffic Safety Officer

Add the following to the end of the second paragraph:

"The contractor shall submit a CV of the candidate to the engineer for approval before the candidate is appointed as the traffic safety officer."

Add the following sub-sub-clauses:

- (ix) 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.
- (x) 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.
- (xi) 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:

(k) 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 Buga Cianze as he is in possession of and wearing a reflective jacket messelective 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.



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, channelization 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.





km

(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) Vehicle mounted flashing lights

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."

B1517 MEASUREMENT AND PAYMENT

Add to item 15.01 the following:

Item Unit

B15.01 Accommodating traffic and maintaining temporary deviations:

a) On the provincial route (Rehabilitation)

b) On the provincial route (Maintenance) km

"Rehabilitation" refers to the road section where in-situ reconstruction is specified, additional compensation will be covered under item 15.10 Construction in half-widths. "Maintenance" refers to the road sections were patching / pothole repair is specified, no additional compensation will be applicable under item 15.10 were day-time stop-go actions are involved.

Item Unit

B15.11 Complete traffic signal sets





The tendered rate shall include full compensation to provide all equipment per construction are (Work zone) , namely traffic signal lights on 2,5m high steel poles complete with all electrical wiring, 3m^2 all weather shelter complete with lighting, portable chemical latrines, generators and standby generators to provide electricity to traffic signals and floodlights, 2x400w metal halide floodlights mounted onto a 9m winched fibreglass pole bolted to a 1,5m buried galvanized stem complete with electrical wiring, and the necessary personnel and flagmen approved by the engineer to operate these traffic signals in accordance with the SARTSM.





SECTION 1700: CLEARING AND GRUBBING

B1702: DESCRIPTION OF WORK

a) Clearing

Add the following:

Clearing as described shall in all cases be undertaken in such a manner that the topsoil is preserved and not contaminated with other debris or rubbish. Cross-sections for the determination of earthworks quantities shall be taken after clearing (topsoil or unsuitable roadbed material) and roadbed preparation if applicable.

Payment for gabion boxes and mattresses which have to be removed and the material sorted and stacked shall be made under section 5200.

B1704: MEASUREMENT AND PAYMENT

Item Unit

B17.07 Removal of topsoil material and temporary stockpiling thereof in:

a) Topsoil in windrows alongside the work area cubic

metre (m³)

b) Topsoil in windrows on the edges of borrowpits or spoil areas cubic

metre (m³)

The unit of measurement for items (a) and (b) shall be the cubic metre of topsoil removed to windrow or temporary stockpile. The volume of topsoil removed shall be measured in cut, calculated from the difference in cross-sections of the natural ground level before the commencement of clearing to cross-sections taken after the removal of the topsoil.

The contractor shall constantly liaise and agree with the engineer as to the depth of topsoil to be removed. Where, in the opinion of the engineer, material that would not normally be classed as topsoil to be removed. Where, in the opinion of the engineer, material that would normally be classed as topsoil has also been excavated, the excavation shall be backfilled and compacted with selected material at the contractor' expense. Should material that is deemed by the engineer not to be topsoil, be removed and stockpiled together with material classed as topsoil, the contractor shall be responsible for the removal of this unsuitable soil from the stockpile and the replacement of the quantity of topsoil contaminated by the unsuitable material at his cost. The quantity of topsoil to be replaced shall be determined by the engineer.

The rates tendered shall include for the excavation of the topsoil and where required, the loading and hauling thereof to temporary stockpile as well as the maintenance of the stockpile until re-use of the material. The rates tendered shall also include for all supervision required to ensure that only topsoil is removed.





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Refer to the particular specification Part D: Dayworks.





SECTION 2100: DRAINS

B2101: SCOPE

Amend the first paragraph to read:

"This section covers all work both rehabilitative and new work in connection with the excavation and construction of open drains, subsoil drainage and banks and dykes at the locations and to the sizes, shapes, grades and dimensions as shown on the drawings or as directed by the engineers, and the test flushing of subsoil drains."

B2104: SUBSOIL DRAINAGE

- (a) Materials
- (ii) Natural permeable material

Add the following to the 3rd paragraph:

"The crushed stone shall be coarse (19mm nominal) and shall be washed clean of all fines", conforms to the following specification:

Percentage passing through a 26,5mm sieve: 100 %.

Percentage passing through a 19,0mm sieve: 60-85 %.

(iii) Synthetic-fibre filter fabric

Under item (4) Selection, of this sub-clause, replace the 1st paragraph with the following:

"The filter-fabric used for subsoil drains shall be grade 2 and shall satisfy the criteria for a grade 2 geotextile as given in Table 2104/2."

(b) Construction of subsoil drainage systems

Add the following sub-clause:

"(v) Proving of pipes in subsoil drainage systems

On completion of the pipe laying and prior to backfilling, all pipe joints shall be surveyed as proof of their installation to line and level. After backfilling the pipes shall be proved by pulling through a cylindrical cleaning brush followed by a wooden mandrill \pm 400mm long and 5mm in dia less than the bore of the pipe. Proving of pipes shall not be paid for separately and the cost thereof shall be deemed to be included in the rate tendered for laying the pipe."

B2107: MEASUREMENT AND PAYMENT

Item Unit

B21.01 Excavation for open drains

Add the following to the penultimate paragraph:

"The tendered rate shall also include full compensation for trimming the open drains"

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mgamule consulting engineers							Page C3-3
	Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2	



SECTION 2200: PREFABRICATED CULVERTS

B2201: SCOPE

Add to Clause 2201 the following:

This section also covers work associated with the removal of existing pipes and their inlet and outlet structures.

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 engineer has verified the information on the drawings from detail surveys taken on site by the contractor as directed by the engineer.

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 engineer has satisfied himself that the proposed units have been manufactured to the required tolerances and loading standards. The engineer must be given the opportunity to load test units if he considers this necessary.

B2204: CONSTRUCTION METHODS

Add the following:

"In all cases where a soft founding material 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 engineer. Allowance for measurement and payment for this work is made in the bill of quantities under this section."

B2205: EXCAVATION FOR CONSTRUCTION BY TRENCH METHOD

Add the following sub-clauses:

(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 engineer.

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".

B2211: BACKFILLING OF PREFABRICATED CULVERTS

Add to the fourth paragraph of Clause 2211 the following:

Where backfilling is done in the upper layers of the road formation, the quality and strength of the backfill material shall at least match that of the surrounding layers.

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	Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2	



B2212: INLET AND OUTLET STRUCTURES, CATCHPITS AND MANHOLES

Add to Clause 2212 the following new sub-clause (j):

(j) Subsurface drain outlet into catchpits and manholes

Where required, sub-surface drain pipes shall be led into standard stormwater catchpits or manholes, as shown on the drawings or as directed by the Engineer. This shall be done either by making provision during the construction of the chamber, or by breaking out and making good after completion of the chamber.





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SECTION 2300: CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES AND CONCRETE LININGS FOR OPEN DRAINS

B2304: CONSTRUCTION

(e) Cast in-situ kerbs and channels

Add to Sub-clause 2304(e) the following:

Where new kerbing and channelling has to be laid in an existing bitumen surface, the surface shall be neatly cut to a straight line with a suitable saw-cutting machine or similar approved means along the edge of the kerb or channel. The existing road foundation shall then be carefully removed over the width and depth required to construct the new kerb and channel. No payment shall be made for repair work as instructed by the engineer to damage caused by the cutting/excavation process of surfacing and base layers. Any concrete spilt onto the surfacing shall immediately be removed and cleaned. Where so required by the engineer the contractor shall, without any additional compensation, paint Emulsion over the stained surface.

Add the following new Sub-clauses to Clause 2304:

(I) Shrinkage joints for cast in-situ concrete work.

Unless shown otherwise on the drawings, cast in situ channels shall be provided with shrinkage joints spaced a maximum of 2m apart. Shrinkage joints shall be constructed so that shrinkage cracks are generated at the joints. Sections of channel which have cracked between shrinkage joints shall be removed and replaced by the contractor at his own cost.

(m) Formwork and finish

All visible edges of cast in-situ channels shall be rounded with a rounding tool. Formwork and finish of concrete kerbs and linings shall comply with the requirements of section 6200.

B2307: MEASUREMENT AND PAYMENT

	Item		Unit				
B23.01: Concrete Kerbing and Channelling, pre-cast on site (class 30/19)							
	a) Mountable	Kerb (Fig. 8a)	(m)				
	b) Barrier Kerb (Fig. 3)						
c) Edge Restraint Kerb (Fig.10)							
	d) Channel (Fig. 14)						
	B23.16:	Paving for pedestrian walkways					
a) 30mm Continuous Graded Asphalt or 60mm Concrete Block Paving							
b) Surface finish (by broom) (r							
	"The tendered rate for item a) shall include full compensation all formwork needed						

"The tendered rate for item a) shall include full compensation all formwork needed for construction of the walkways.

The unit of measurement for surface finish shall be the square metre of finished surface. The tendered rate for surface finish shall include full compensation for all labour, plant, material and other additional work and incidentals required for trimming the concrete paving as specified."

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SECTION 3100: BORROW MATERIALS

B3103: OBTAINING BORROW MATERIALS

(a) General

Add to Sub-clause 3103(a) the following:

Careful selection of materials will be required in the borrow pits. The Contractor shall refer to Section 3200 of the standard specifications with regard to his liabilities in respect of the contamination of good quality materials.

B3104: OPENING AND WORKING BORROW PITS AND HAUL ROADS

(a) Removing topsoil

Add to Sub-clause 3104(a) the following:

The topsoil to be stockpiled shall be placed between the Road and the physical borrow pit area so as to provide a temporary visual screen in front of the borrow activities. The topsoil shall not be stockpiled for longer than 6 months, nor shall the stockpile be higher than 2,5m.

(c) Excess Overburden

There shall be no measurement of Intermediate class excavation. All excavation that is not Hard shall be deemed as Soft.

B3105: FINISHING OFF BORROW AREAS

There shall be no measurement of Intermediate class finishing. All finishing that is not Hard shall be deemed as Soft.

B3108: MEASUREMENT AND PAYMENT

Add to the notes at the end of the payment items under Clause 3108 the following:

(1) The tendered rate shall include full compensation for all moneys payable and all expenses incurred by the Contractor for the acquisition of all material for the proper completion of the works, irrespective of whether the material is obtained from borrow pits indicated in the Materials Information, from additional borrow pits identified by the Engineer, from commercial sources, or from borrow pits obtained by the Contractor himself.

Add the following new items:

item		Unit
B31.04:	Protecting borrow pits:	
a) Stock proof fencing as per detail, all inclusive.		
b) Corner p	ost as per detail, all inclusive.	(no)
c) Gates, al	l inclusive.	(no)

The unit of measurement shall be the kilometre of fence supplied and erected as indicated on the drawings and/or ordered by the engineer. Separate payment will be made per corner post and/or gate supplied and erected. The tendered rate shall include full compensation for procuring and furnishing of all material, labour and equipment required to erect the specified security fence, maintaining for the duration of the contract and the removal at the end of the Contract.

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_	Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2	



SECTION 3300: MASS EARTHWORKS

B3303: CLASSIFICATION OF CUT AND BORROW

(a) Classes of excavation

Add to Sub-clause 3303(a) the following:

(i) Soft excavation

Add the following at the end:

Or

"Soft excavation shall be excavation in material which can be efficiently ripped by a bulldozer with a mass of at least 35 tons when fitted with single tine ripper and an engine developing approximately 220 kW at the flywheel".

Remove item 3303 (a) (ii) Intermediate excavation. There will be no intermediate material measured in this contract and except from hard excavations all excavations must be considered as soft excavation.

B3306: CUT AND BORROW

(a) Dimensions of Cuts

Delete the third paragraph from Clause 3306(a), apart from the first sentence thereof.

Add the following:

Cut and borrow to fill will be measured under Item 33.01. The Contractor shall take note of the nature of the earthworks alongside the existing road. No extra over payments will be made in respect of the nature of the site or due to the dimensions of a particular cutting.

B3307: FILLS

(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."

(i) Widening of fills

In the eight paragraph of Sub-clause 3307(i), delete the sentence "An extra over payment for the widening of existing fills will apply under Item 13.16."

Add the following:

No extra over payments will be made in respect of the nature of the site or due to the dimensions of the fills being widened or constructed.

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	Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2	



B3312: MEASUREMENT AND PAYMENT

General directions

Delete Note (3) Work in Restricted Areas and replace with the following:

On this Contract, no extra over payment will be made due to the nature of the site or the size of the work area available. All costs associated with carrying out the works are deemed to be included in the tendered rates for the items in the Schedule of Quantities.





SECTION 3400: PAVEMENT LAYERS OF GRAVEL MATERIAL

B3402: MATERIALS

(a) General

All layers shall comply with the requirements of Tables 3402/1, 3402/2, 3402/4 and 3402/5 of the Standard Specification. The requirements of Section 3500: Stabilization shall also apply to the relevant layers.

Material requirements for gravel pavement layers are in accordance with TRH4 and shall be indicated on the drawings.

There shall be no measurement of Intermediate class excavation. All excavation that is not Hard shall be deemed as Soft.

B3406: QUALITY OF MATERIALS AND WORKMANSHIP

Add to Clause 3406 the following:

Test results and re-measurements shall be assessed in accordance with the provisions of Section 8200: Quality Control (Scheme 1) of the standard specifications, as amended in these project specifications.

B3407: MEASUREMENT AND PAYMENT

Delete the note at the start of the measurement and payment clause dealing with work in restricted areas. On this Contract, no extra over payment will be made due to the nature of the site or the size of the work area available. All costs associated with carrying out the works are deemed to be included in the tendered rates for the items in the Schedule of Quantities.

B34.04: In-situ reconstruction of existing pavement layers as:

m) Gravel base (C4 material from layerworks) (m³)

The unit of measurement shall be the cubic meter of compacted pavement layer, and the quantity shall be calculated from the authorized dimensions of the completed layer.

B34.06: Extra over item 34.04 for adding extra material as specified

b) Gravel base (G5 material from borrow pits), including overhaul (m³)

The unit of measurement shall be the cubic meter of compacted pavement layer, and the quantity shall be calculated from the authorized dimensions of the completed layer.

The tendered rates shall provide full compensation for procuring from commercial sources, furnishing and placing all materials and compacting of the material, over an unlimited free haul distance where material is obtained from commercial sources, and for the testing, protecting and maintaining of layers as specified.





SECTION 3500: STABILISATION

B3502: MATERIALS

(a) Chemical stabilizing agents

Delete sub-clauses (ii) Ordinary Portland cement and (iii) Portland blast-furnace cement and replace with the following:

"Cement shall comply with the relevant requirements of SANS 50197-1:2000. The use of strength classes greater than 32,5 shall not be permitted.

On this contract CEM II 32,5 shall be used for stabilisation purposes."

B3503: CHEMICAL STABILIZATION

(i) Construction limitations

Add to Sub-clause 3503(i) the following:

Cement stabilization shall not be carried out during falling temperatures when the ambient air temperature falls below 7°C or during rising temperatures when the ambient temperature is below 3°C.

The surface temperature of a compacted stabilized layer shall not be allowed to fall below 1°C during the first three (3) days after stabilization. The Contractor shall be responsible for taking all measures necessary in this regard and shall especially refrain from stabilizing when such night temperatures are probable.

All stabilized layers which have been damaged by frost or by the formation of ice in the layer shall be removed and replaced by the Contractor at his expense unless agreed otherwise by the Engineer. The Contractor shall make due allowance for these requirements in his construction programme, and no claims in this regard will be considered.

B3509: QUALITY OF MATERIALS AND WORKMANSHIP

Add to Clause 3509 the following:

Test results and re-measurements shall be assessed in accordance with the provisions of Section 8200: Quality Control (Scheme 1) of the standard specifications, as amended in these project specifications.

The Contractor shall advise the Engineer at least 24 hours in advance of any stabilization work to enable him to organise and conduct his own control tests.

Where the stabilising agent is to be spread by hand, the pockets of stabilising agent shall be placed on the layer at regular intervals. However, spreading shall not be carried out before the engineer is satisfied that the correct quantity of stabilising agent can be spread.

Stabilised layers shall be covered for curing within 24 hours, as specified. If the stabilised layer is found to have failed, the cover material shall be removed and the layer rectified if instructed by the engineer. No additional payment shall be made for such removal and remedial work.'





B4211: LAYING TRIAL SECTIONS

Add the following:

"The trial section shall be about 150 m long and 3 m wide and shall be laid in accordance with the results of the plant design mix. The binder content of the first 50 m section shall be 0,5 % less than the design binder content, the binder content of the next 50 m at the design binder content and for the last 50 m section the binder content shall be 0,5 % over the design binder content. Volumetric properties, indirect tensile strength on briquettes shall all be checked against the criteria set in Table B4203/1 for all three sections. Gyratory compaction tests should be carried out on the samples obtained from the trial sections at the different binder contents."

B4213: CONSTRUCTION TOLERANCES AND FINISH REQUIREMENTS

(e) Voids

Add the following:

"The void content shall not deviate from the approved production mix void content by more than 1%."





B4214: QUALITY OF MATERIALS AND WORKMANSHIP

(b) Coring of asphalt layers

Add the following:

"A suitable coring machine shall be available on a daily basis when asphalt paving is taking place. Cores shall only be drilled, when the road temperature is 20°C or less. Core holes shall be filled with hot mix asphalt and compacted, all within 24 hours of the core being drilled. Coring shall be carried out within 48 hours after the paving has been completed and supplied to the engineer. The test results of cores shall be submitted to the engineer within 24 hours after coring."

(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."

B4215: MEASUREMENT AND PAYMENT

Amend the following payment item:

Item	Uni

B42.08:

100mm cores in asphalt paving number (No)

Amend the 1st sentence by adding the following after the word "drilled....":

"irrespective of depth of core."

Add the following payment item:

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Item Unit

B42.21: Aggregate variations

ton (t)

The unit of measurement in respect of increases or decreases in the aggregate content from that specified in the nominal mix shall be the ton.

Payment for variations shall be made as specified for clause 1213

SECTION 5200: GABIONS

B5202: MATERIALS

Add the following new sub-clause:

(g) Concrete

Concrete work shall be carried out in accordance with the provisions of Sections 6200, 6300 and 6400.





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.

Gabion mattresses may be cut and re-joined to form a curved shape, or any other appropriate shape. An extra over rate shall apply when mattresses have to be cut and joined on instruction from the Engineer.

(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 Page C3-48 settlement of the filling." Witness 1 Witness 2 Contractor Employer Witness 1 Witness 2 Add the following new sub-clauses:



B5205: MEASUREMENT AND PAYMENT

Add the following new pay item:

Item Unit

B52.06: Concrete Class 15/19 in Blinding Layer cubic metre (m³)

The unit of measurement shall be the cubic metre of concrete in the blinding layer, constructed to the line and level indicated on the drawing or as instructed by the Engineer.

The tendered rate shall include full compensation for furnishing all material and labour, including formwork as necessary, mixing, placing and compacting the concrete, and screeding to a Class U1 surface finish.

B52.07: Extra over Item 52.03(c) for cutting mattresses to suit cubic metre (m³)

The tendered rate shall include full compensation for all costs associated with cutting gabion mattresses to the required shape and the re-joined pieces to form sound cages.





SECTION 5400: GUARDRAILS

B5402: MATERIALS

(a) Guardrails

Add to Sub-clause 5402(a) the following:

All holes in guardrail sections shall be drilled prior to galvanising. The Contractor shall submit SABS test certificates certifying the galvanising complies with the specification.

End treatment will involve the dipping of the last 3 sections of guardrails into the ground as detailed on the drawings.

(b) Guardrail posts

Add to Sub-clause 5402(b) the following:

'(i) Timber posts

New posts shall be supplied with the tops banded to prevent splitting.'

B5403: CONSTRUCTION

(a) Erection

Add after the fifth paragraph of Sub-clause 5403(a) the following:

The use of soilcrete or concrete to fill the holes will not be permitted.

(b) Painting

Add the following paragraph to Sub-clause 5403(b):

Where holes have to be drilled in existing guard-rails, on site, to allow for additional posts, the damaged galvanising shall be treated with an approved zinc rich primer and two coats of an approved zinc rich paint.

B5404: REQUIREMENTS

After the first paragraph at the start of Clause 5404, add the following:

The vertical tolerance to which the completed guardrail shall comply shall be 3 mm. On straights and on curves the completed guard-rail shall not be out of line by more than 10 mm and 15 mm respectively.





SECTION 5500: FENCING

B5502: MATERIALS

- (c) Wire
- (i) Barbed wire

Delete the contents of Sub-clause 5502(c)(i) and replace with the following:

Barbed wire shall comply with the requirements of SABS 675 and shall be mild-steel-grade zinc-coated (heavy duty - fully galvanised) double-strand uni-directional-twist wire, each strand 2,5 mm in diameter, for use at any height above ground.

Barbs shall be manufactured from 2,0 mm zinc-coated mild steel wire and shall be spaced at not more than 150 mm.

(ii) Smooth wire

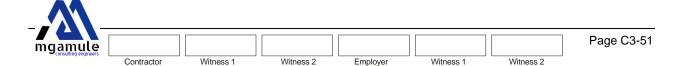
Delete the contents of Sub-clause 5502(c)(ii) and replace with the following:

Smooth wire shall comply with the requirements of SABS 675 and shall be of the types specified below:

Straining wire shall be 4,0 mm diameter zinc-coated (fully galvanised) high-tensile-grade steel wire.

Fencing wire shall be high-tensile-grade steel 2,24 mm diameter zinc-coated (fully galvanised) wire.

Tying wire shall be 2,5 mm diameter mild-steel-zinc-coated (heavy duty - fully galvanised) wire for tying fencing wire to standards and droppers and 1,6 mm mild-steel-zinc-coated wire for tying netting and mesh wire to the fencing wire.





SECTION 5600: ROAD SIGNS

B5601: SCOPE

This section also covers the supply and erection of permanent danger plates a culverts and bridges at the locations indicated on the drawings or as directed by the engineer.

B5602: MATERIALS

Add to Clause 5602 the following:

Concrete

Concrete for the footings shall comply with the requirements of Section 6400 of the specification.

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."

(a) (ii) Steel profile road signboards

Add the following:

"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 new subclause:

"(e) Application of retro-reflective material

All sign faces shall be faced with diamond grade 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 Bill of Quantities. Payment will differentiate between different types of sign panels."

B56.09: **MEASUREMENT AND PAYMENT**

Add the following new pay item:

Unit Item

B56.01: Road sign boards with retro-reflective background

Replace "Class I retro-reflective material" with "Class III retro-reflective material".

B56.10: **Danger Plates**

(a) Danger plates at culverts - W401

No

(b) Chevron plates at bridges and other locations - W401

No

Danger/chevron plates will be paid for as specified for item 56.04 (kilometre posts).

M							
mganule consulting engineers	Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2	Page C3-53



B64/56.11: Cast in-situ concrete in footings to signs, Class 15/19

 m^3

The volume shall be measured according to the dimensions shown on the drawings. The rate shall cover all the costs associated with supplying, mixing and placing the concrete as specified.





SECTION 5700: ROAD MARKINGS

B5702: MATERIALS

(a) Paint

(ii) Retro-reflective road-marking paint

Add to Sub-clause 5702(a)(ii) the following:

During actual painting the Contractor shall supply sealed samples of the paint to be used to the Engineer together with details of the paint batch numbers and testing carried out on these particular batches by the paint manufacturer to prove compliance with this specification. These samples shall be kept until the end of the defects liability period.

B5704: MECHANICAL EQUIPMENT FOR PAINTING

Add to Clause 5704 the following:

The machine shall always operate in the direction of the traffic when applying lane markings.

B5707: APPLYING THE PAINT

Add the following:

"The Contractor's establishment on site and general obligation shall be deemed to fully include the establishment of the road-marking team, irrespective of the number of times the road-marking team is required to be on site or is required to move within the site."

B5711: GENERAL

Insert the following into the last sentence of the last paragraph between "black paint" and "or chemical paint remover":

", bituminous Emulsion, slurry"

Add the following to the last paragraph:

"Where black paint is used, it shall be matt."

B5714: MEASUREMENT AND PAYMENT

Item Unit

B57.05: Roadstuds

Add the following after the first sentence of the second paragraph:

"No additional payment will be made should temporary or permanent road studs be replaced if lost or broken during the construction period or the maintenance period."





SECTION 5800: LANDSCAPING AND PLANTING PLANTS

B5801: SCOPE AND DEFINITION

B5801 (a) Scope

Add to sub-clause 5801(a) the following:

The Contractor shall also note the requirements of the Environmental Management Plan and Specifications in Part C of these Project Specifications, with particular reference to the protection of existing trees and shrubs. Due to the nature of the project site, and the erosion which occurs when trees and grasses are removed, existing vegetation shall be disturbed as little as possible.

The Contractor is to observe the requirements of the Environmental Management Plan and Specifications that inter alia addresses the preservation and reestablishment of plants that have to be removed.

B5803: MATERIALS

(c) Grass Seeds

Add to Sub-clause 5802(c) the following:

The seed mixtures to be used for grass seeding of borrow areas and embankment slopes shall be as will be specified by the specialist advisor.

B5809: MEASUREMENT AND PAYMENT

Add the following to the start of this clause:

The rates priced for the items under this section shall be deemed to cover the cost of specialist advice and supervision as is approved by the Engineer. Such specialist advice shall inform all the activities to be undertaken under this section, so as to enhance the chance of successful and environmentally friendly landscaping and reestablishment of preserved plants.

No separate extra payment shall be made for obtaining such specialist advice and supervision.





SECTION 5900: FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS

B5902: FINISHING THE ROAD AND ROAD RESERVE

Add the following to the first paragraph:

"The contractor shall pay special attention to the collection and removal of all waste materials originating from the construction activities. All 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 deemed to be incorporated in the tendered rates for item 59.01 of the bill of quantities or such other items as the contractor may decide upon.

The engineer may order additional finishing of the road reserve which will entail the collection and disposal of loose rocks etc. Payment for this work will be made under daywork items included in section 5900 of the bill of quantities as described in section 1800 of these project specifications."





SECTION 8100: TESTING MATERIALS AND WORKMANSHIP

B8111: TESTS ON PAVEMENTS

B8111 (b) Straight-Edge Test for Surface Irregularities on Surfaces with a Coarse Surface Texture

Add to sub-clause 8111(b) the following:

The Contractor shall perform surface irregularity tests on base course by means of a 3,0 m straight-edge with the necessary wedge as described in Clause 8111 (b), and shall have the straight-edge and wedge on site throughout the production of the base course for the use of himself during process control testing and for the use of the Engineer during acceptance control testing.

No separate payment shall apply to having the 3m aluminium straight edge available on site.

SECTION 8200: QUALITY CONTROL (SCHEME 1)

B8201: SCOPE

Add the following to Clause 8201 of the Specifications:

Quality control shall be carried out in accordance with the requirements of Section 8200: Quality Control (Scheme 1).

B8209: PROCESS CONTROL BY THE CONTRACTOR

Add the following:

For the purpose of this Contract process or quality control by the Contractor comprises at least the following:

Soil Tests:

Field densities, maximum dry density and optimum moisture content determinations, CBR, UCS, indicator tests (grading and PI), moisture contents and chemical tests relating to stabilizing agent contents;

Binder tests

Concrete tests:

Slump and cube crushing strengths





OKHAHLAMBA LOCAL MUNICIPALITY

DEPARTMENT OF TECHNICAL SERVICES

CONSTRUCTION OF MACANDA GRAVEL ROAD

BID NO: 8/1/1/4/9-TEC 02/2022

PART C4

SITE INFORMATION





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C4.1. SITE INFORMATION

C4.1.1. PHYSICAL CONDITIONS

The description of the works is in general terms and is not necessarily complete and shall not limit this Contract.

C4.1.2. **GEOLOGY OF SITE**

The extent of the site will be determined once the soil investigation is complete.

C4.1.3. SOIL TEST RESULTS

No soil test results as yet. The extent of the site will be determined once the soil investigation is complete.

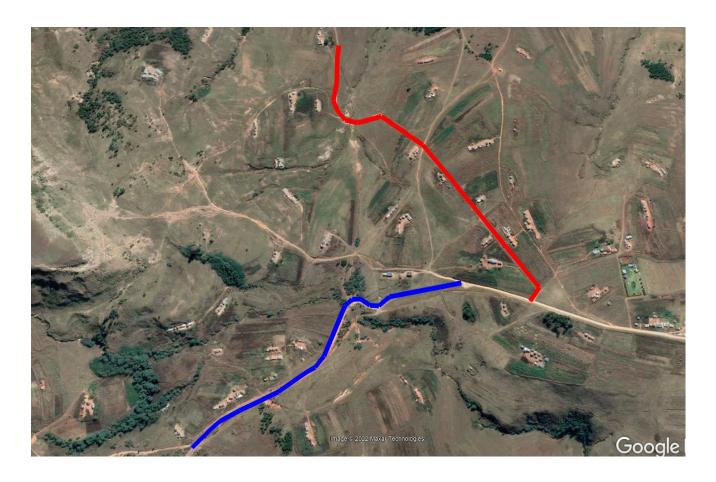
C4.1.4. INFORMATION ON SERVICES

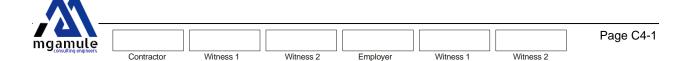
There is existing water line and power line poles that are adjoining with the proposed works.

C4.1.5. INFORMATION ON BUILDINGS AND STRUCTURES

No existing building and structure will be impacted upon by the works.

C4.2. SITE AND ACCESS







Macanda Gravel Road is 36km away from Winterton and 39km from Bergville CBD. The site can be accessed using the R74 Provincial Road from Winterton and turning left on to R600 and immediate Right to P180. Drive on this road for about 10km. Take right into road P10-2 road towards Cathedral Peak and drive for another 1km. Take a right to road P394 road towards Emmaus Hospital and drive for another 14km. From there take a right to P388. Drive on this road for 2km, then take left to D1242 and drive on this road for about 3 km.. Macanda Gravel Road starts on the right next to the trees before the General Dealer Store.

C4.3 SITE FACILITIES AVAILABLE

C4.3.1 WATER

There is no water available on site and the Contractor shall make his own arrangements to obtain water.

C4.3.2 POWER

There is no power available on site. However the extent of the site has electricity and the Contractor shall make his own arrangements to obtain power during construction.

C4.4 SITE FACILITIES REQUIRED

C4.4.1 OFFICES

A site office for the exclusive use of the Engineer is not required. However, an equipped office with a table, eight chairs and plan table must however be made available for the Engineer and his representative, in the event that this is required, normally for site meetings. One set of drawings must be kept on site at all times.

C4.4.2 TEMPORARY LATRINES

The Contractor shall provide adequate chemical toilet facilities for the use of the various workmen in accordance with the Regulations of the Department of Public Health and/or other authority and pay all charges in connection therewith; maintain same in a thoroughly clean and orderly condition; allow for moving the chemical toilets to new locations as necessary during the course of the Contract and finally remove such chemical toilets at completion and make good.

C4.4.3 PERSONNEL

One assistant must be made available to the Engineer, his Representative or the Clerk of Works, if so required.

C4.4.4 SURVEY INSTRUMENTS

Survey instruments including a Dumpy level, staff and 100m steel tape must be available to the Clerk of Works at all times.

C4.4.5 TELEPHONE / TELEFAX

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mgamule mgconsulting engineers							Page C4-2
- consuming engineers	Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2	



The Contractor shall provide his own telephone and/or fax facilities.

C4.4.6 LABORATORY FACILITIES

Facilities for the testing of concrete test cubes and backfilling layers must be provided on site or alternatively through an approved commercial laboratory.

C4.5 FEATURES REQUIRING SPECIAL ATTENTION

C4.5.1 EXISTING SERVICES

There is water reticulation line and overhead powerline.

C4.5.2 SURVEYING

The Contractor must use the services of, or employ a competent engineering surveyor to set out the Works and to ensure that the specified tolerances are adhered to.

Payment for the setting out will be deemed inclusive in the rates and no additional payment will be made in that regard.

No beacons, reference pegs, corner pegs, etc. may be disturbed or removed without the prior consent of the Engineer.

C4.5.3 SOURCE OF MATERIALS

The Contractor will be responsible for locating of all materials complying with the relevant minimum requirements to be used in this contract. No separate payments shall be made for this, as all costs related thereto shall be deemed to be covered by the bid rates.

C4.5.4 ENVIRONMENTAL MANAGEMENT

The contractor must maintain the Environmental Management Plan attached during the construction period to ensure that the environmental impact of the activity is minimized and that all mitigating requirements are met.

No claims to maintain the Environmental Management Plan will be considered. Work required maintaining the Environmental Management Plan is considered to be included in the bid rates bid by the contractor.

C4.5.5 OCCUPATIONAL HEALTH AND SAFETY ACT

Separate allowance to be made in the Bid document for the Principal Contractor to comply with the Occupational Health and Safety Act (Construction Regulations).

The project Health and Safety Specifications is attached.

Provision therefore is to be made as specified. These items are to be included in the Bid to be submitted.

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C4.5.6 USE OF LOCAL LABOUR

The funds for this project have been made available by The Municipal Infrastructure Grant Programme (MIG), the condition being that as much local labour is used where possible. For this project only the contract manager and key personnel shall be imported. All the other labour shall be from the local community. Special Conditions of Contract, which indicate the minimum requirements in terms of employment targets and reporting, must be fully complied with. The rates tendered by the contractor will be assumed to have specifically included for these terms.

The contractor will during the period allowed for site establishment directly after the introductory meeting with the community, set up a meeting with the Labour Desk, which meeting must be scheduled prior to the date of physical commencement of the works. The purpose of this meeting is to maximize the use of local labour force for any task on the project for which local expertise might be available.

To achieve this, the contractor shall at the introductory meeting, having completed his preliminary planning for the project, submit to the Chairman of the Labour Desk a list of possible people that could be utilized on the project.

At the first meeting following the introductory meeting referred to in the first paragraph, the Labour Desk will submit the names and details of labourers from the local community complying to the contractor's requirements. The contractor will during the period of site establishment and before the commencement of any physical work allow for three consecutive meetings with the Labour Desk and local people in order to interview candidates and to negotiate suitable rates. Each meeting must be minuted and an attendance register kept. The contractor must through this exercise prove that he has exhausted all means to maximize the use of local labour.

The engineer or facilitator or duly authorized representative from either the engineer or the facilitator might attend these meetings as an observer, but will not be involved in any recruitment, negotiations or sub-contract price negotiations whatsoever.

C4.5.7 COMMUNITY LIAISON OFFICER (CLO)

It may be required of the Contractor to appoint a Community Liaison Officer for the duration of the contract. This person will be a resident of the area and will be sourced in conjunction with and appointed with the approval of the local community structures, the Engineer and the Employer.

The function of the Community Liaison Officer will in brief be to keep residents and consumers fully informed of the extent, programme and duration of the contract at all times, as well as all planned interruptions to supply, whilst all complaints and enquiries by residents, consumers or the public at large are to be directly communicated to him for attendance by the Contractor. Payment will be effected as measured on a monthly basis.





C4.5.8 BID DRAWINGS

The drawings that form part of the Bid documents shall be used for Tender purposes only.

C4.5.9 "AS-BUILT" DRAWINGS

The Contractor shall provide the Engineer with "as-built" drawings at the end of the contract.

For this purpose an additional set of drawings will be kept in the site office, for the exclusive use of keeping as-built information.

The completion certificate shall only be issued after the Engineer has received a properly completed set of "As-Built" drawings from the Contractor. No separate payment shall be made for this service, as all costs related thereto shall be deemed to be included in the related items.

C4.5.10 HOUSING FOR CONTRACTOR'S EMPLOYEES

No housing is available for the Contractor's employees, and the Contractor shall make his own arrangement for housing his employees and transporting them to and from the site. The Contractor is in all respects responsible for the housing and transporting of his employees and for the arrangement thereof, and no claim for extension of time due to any delays resulting from this, will be considered.

C4.5.11 RAIN GAUGE

An approved rain gauge properly fenced off shall be provided by the Contractor free of charge in order to enable him to claim for extensions of time.

C4.5.12 MINIMUM REPORTING

C4.5.12.1 Contractors Report

The Contractor is required to complete a Contractors Report, which is to be submitted together with the Contractors Payment Claims all as per the "Reporting Schedules" attached hereto. Payment of the contractor is conditional on the information being accurately and timeously provided.

C4.5.12.2 Attachments

Reporting Schedule 1 (Training Data)

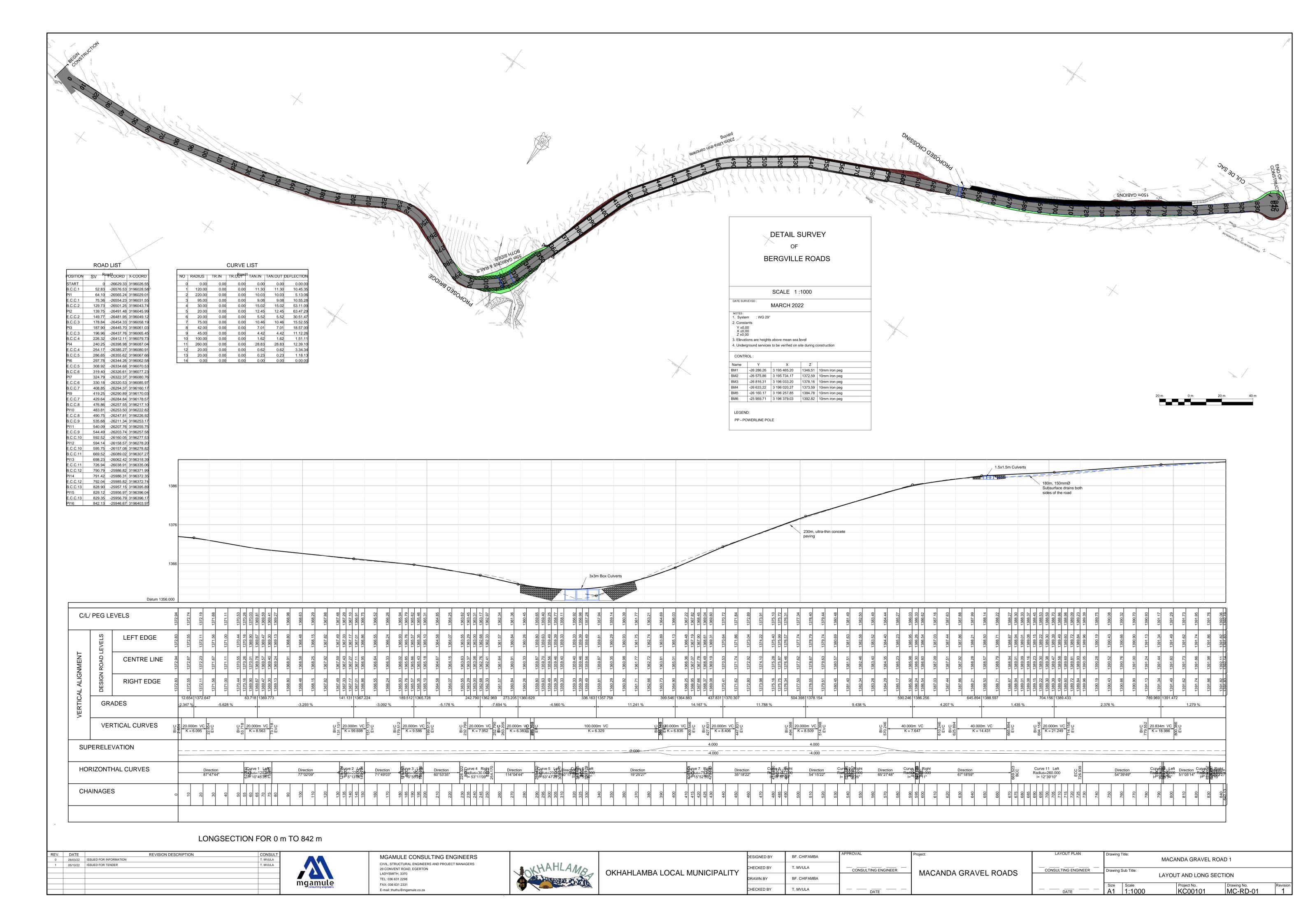
Reporting Schedule 2 (Labour Monthly Summary Sheet)

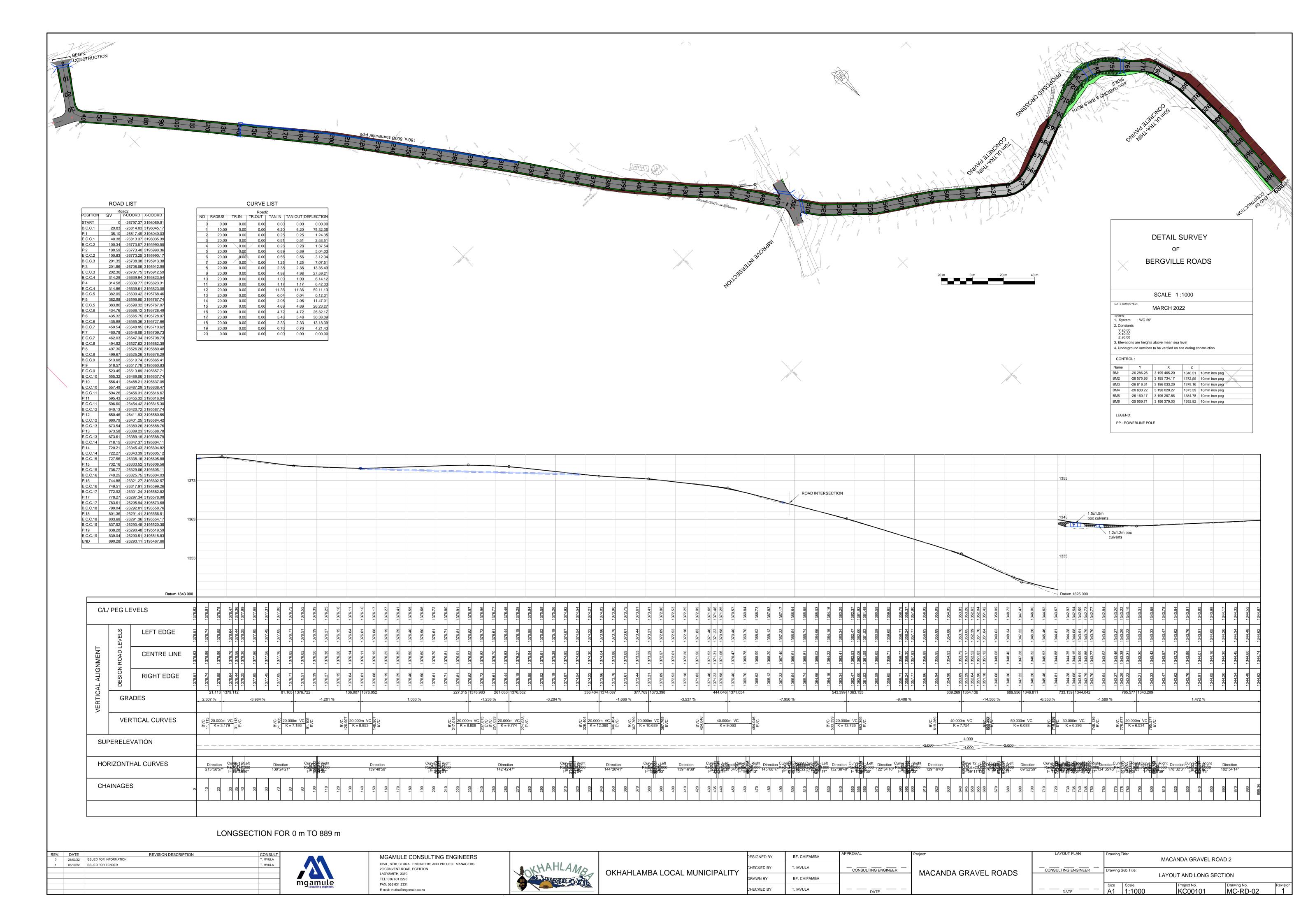
Reporting Schedule 3 (Daily Site Attendance Register)

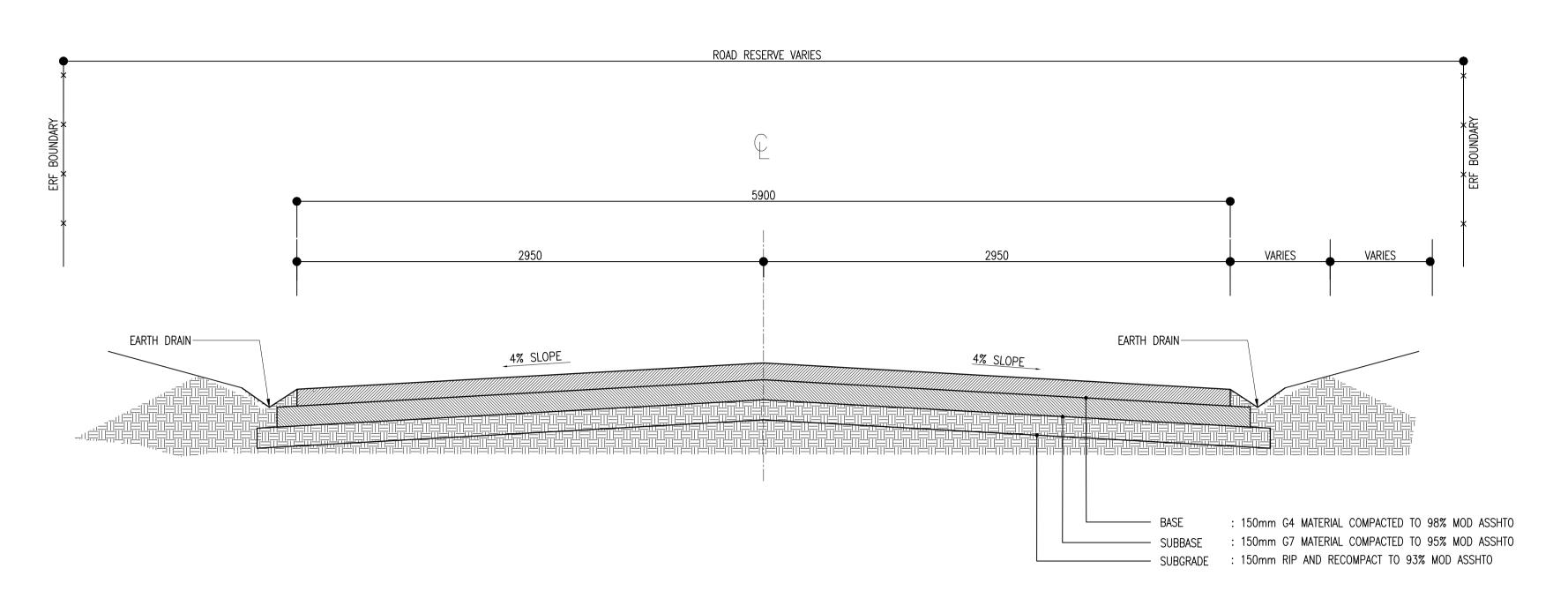
Reporting Schedule 4 (Payment Register)

Reporting Schedule 5 (Beneficiary List)



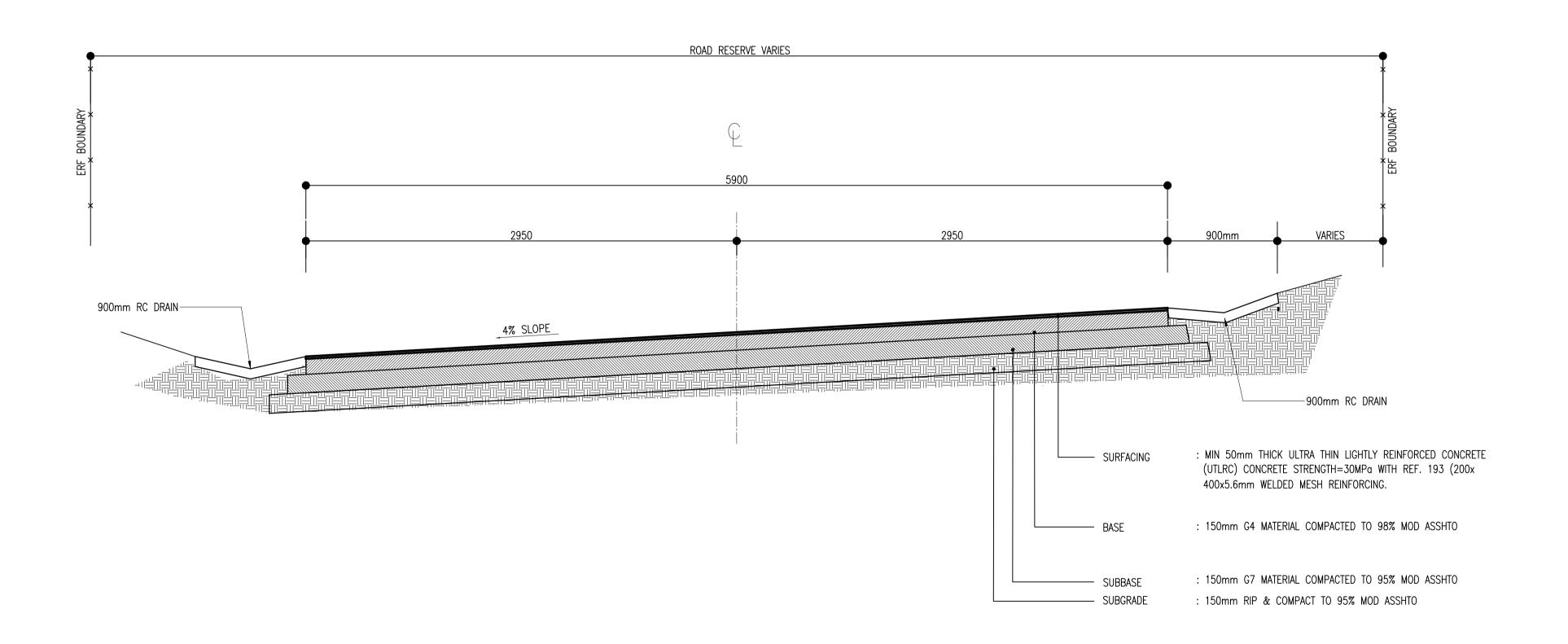






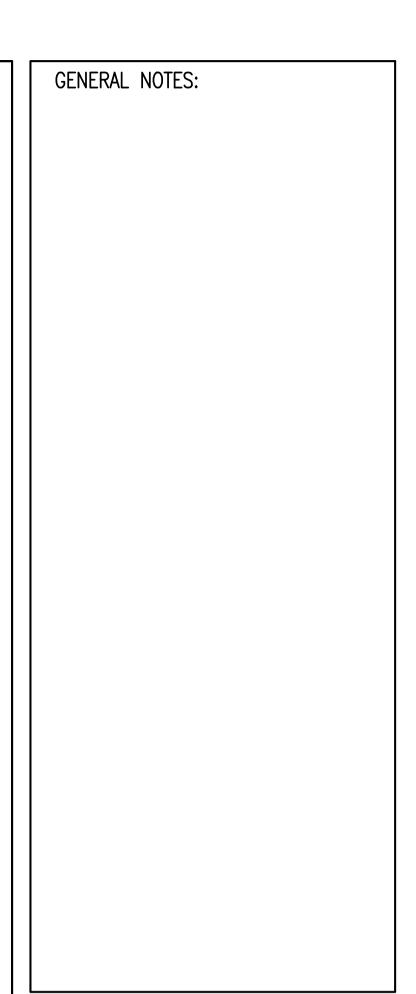
TYPICAL GRAVEL ROAD CROSS—SECTION

SCALE 1:25



TYPICAL ROAD CROSS—SECTION WITH REINFORCED CONCRETE LAYER

SCALE 1:25



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MACANDA GRAVEL ROAD

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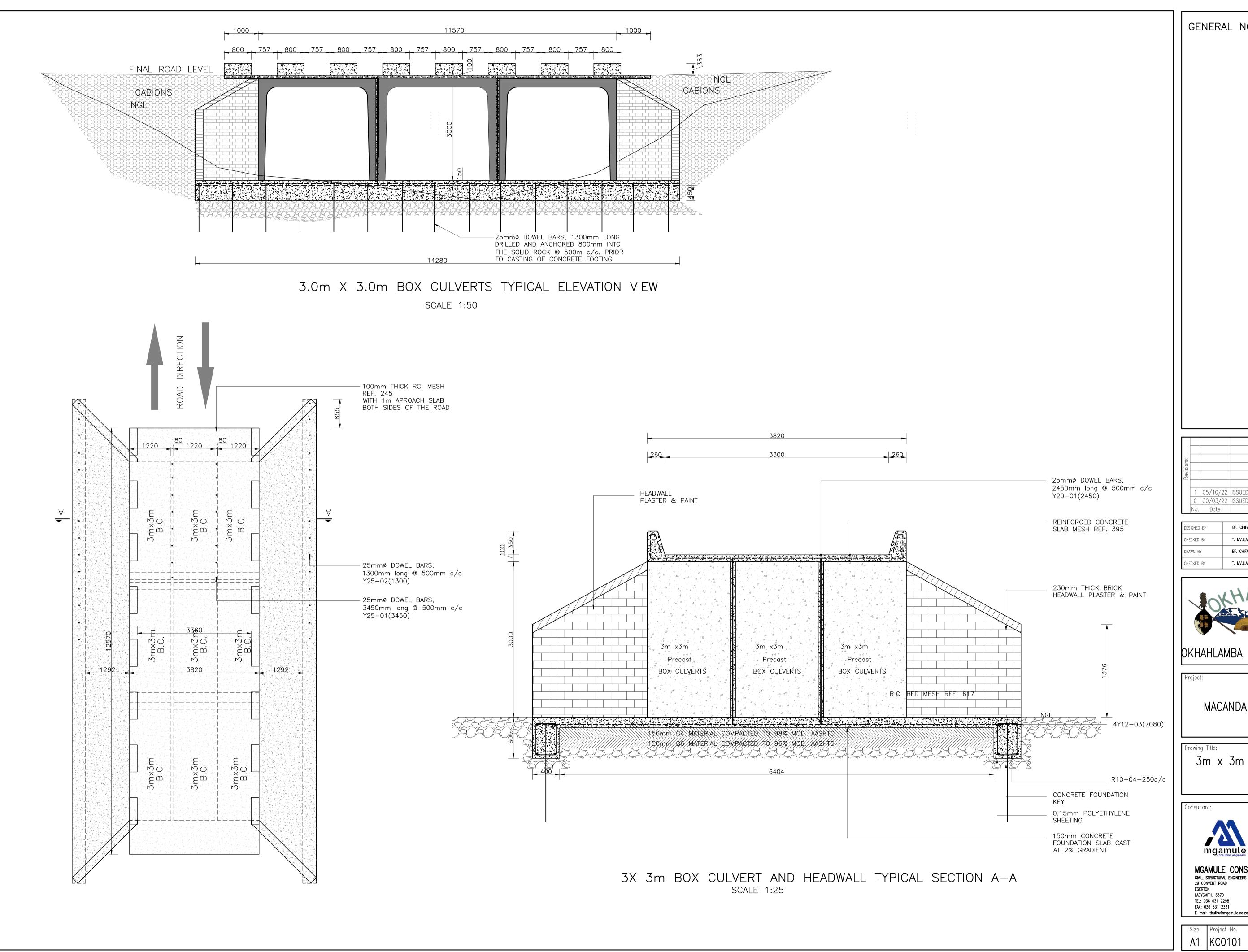
TYPICAL ROAD CROSS SECTION

Consultant



MGAMULE CONSULTING ENGINEERS
CMIL, STRUCTURAL ENGINEERS AND PROJECT MANAGERS
29 CONVENT ROAD
EGERTON
LADYSMITH, 3370
TEL: 036 631 2298
FAX: 036 631 2331
E-mail: thuthu@mgamule.co.za

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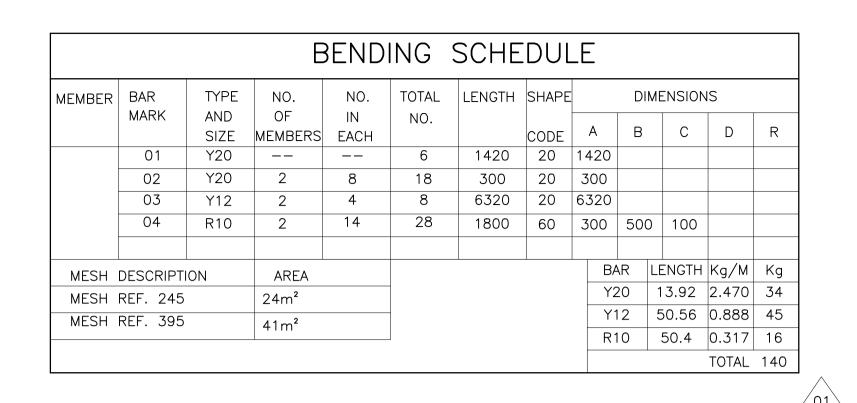
MACANDA GRAVEL ROADS

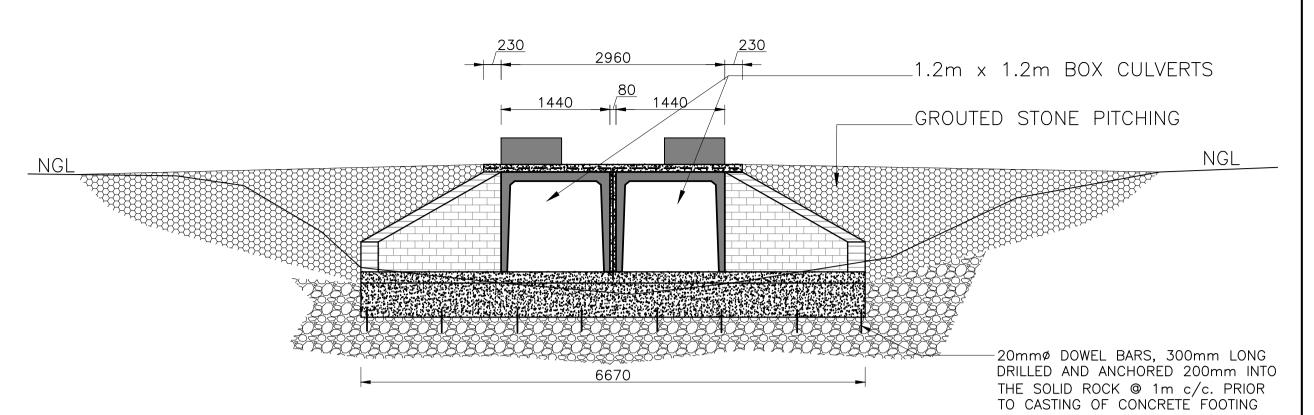
3m x 3m CULVERT CROSSING DETAILS



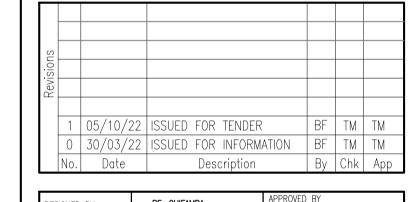
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1.2m X 1.2m BOX CULVERTS TYPICAL ELEVATION SCALE 1:50



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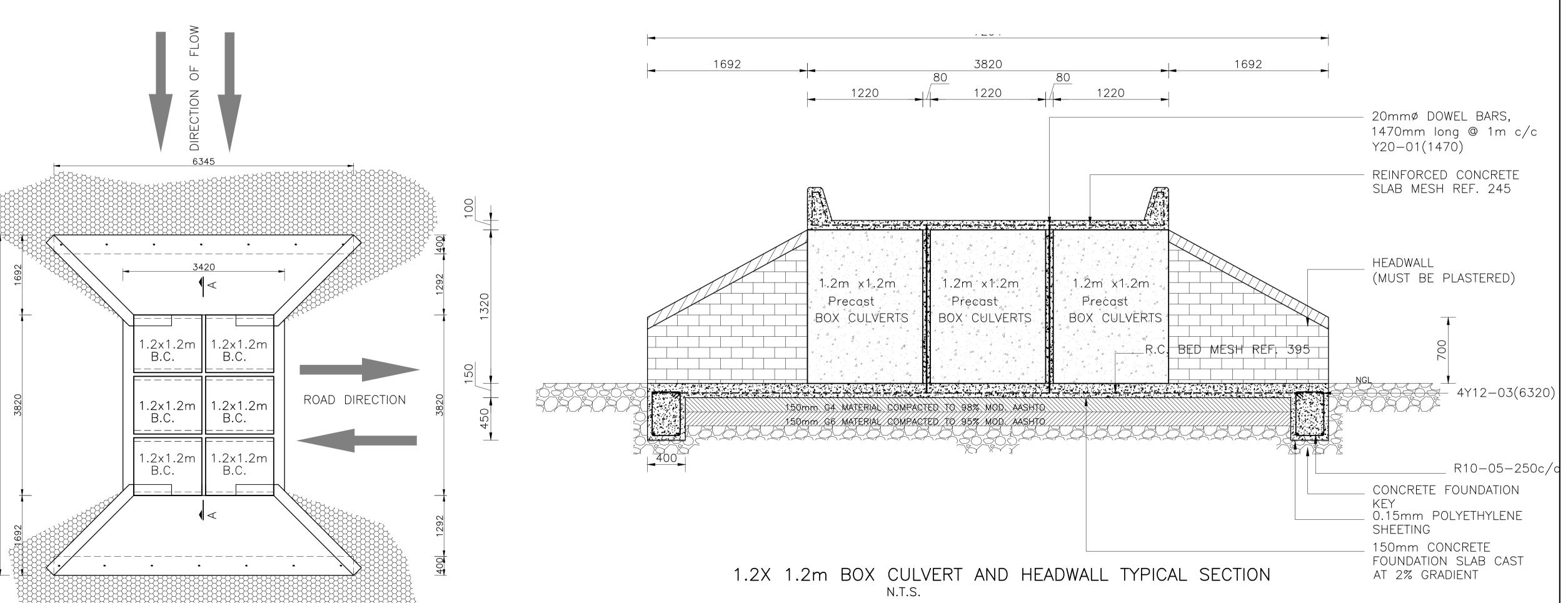
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1.2m x 1.2m Box CULVERT DETAILS

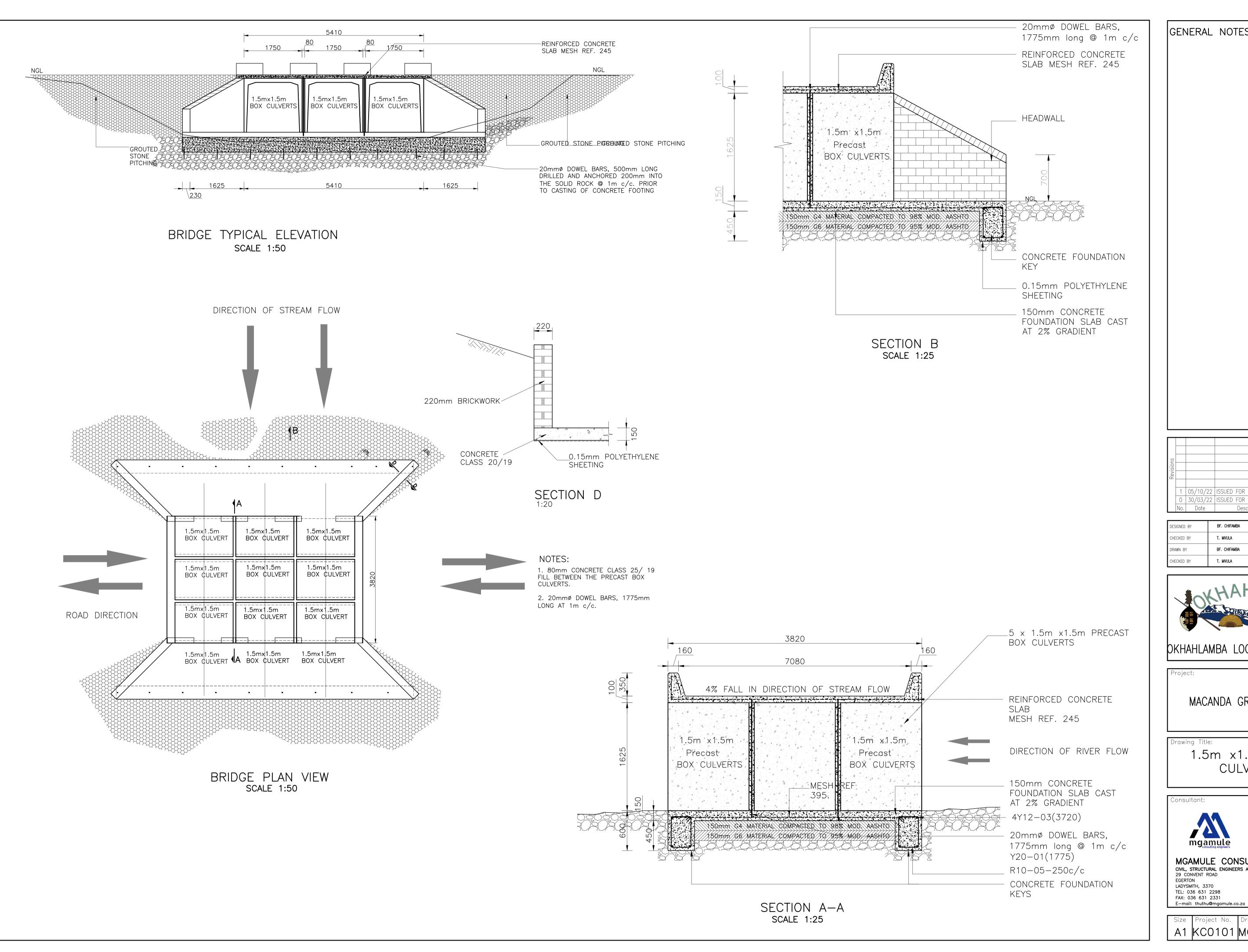


MGAMULE CONSULTING ENGINEERS
CMIL, STRUCTURAL ENGINEERS AND PROJECT MANAGERS
29 CONVENT ROAD
EGERTON
LADYSMITH, 3370
TEL: 036 631 2298
FAX: 036 631 2331
E-mail: thuthu@mgamule.co.za

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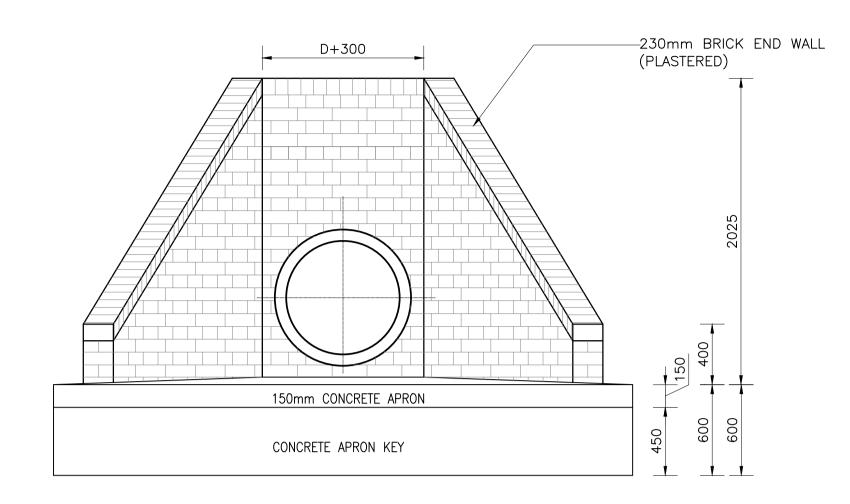
MACANDA GRAVEL ROADS

1.5m x1.5m BOX **CULVERT**



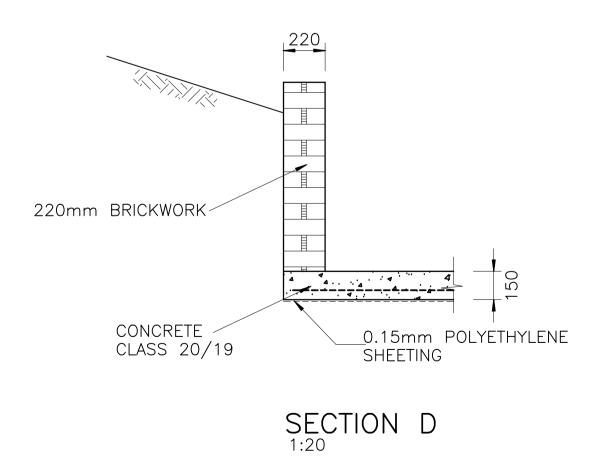
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29 CONVENT ROAD EGERTON
LADYSMITH, 3370 TEL: 036 631 2298

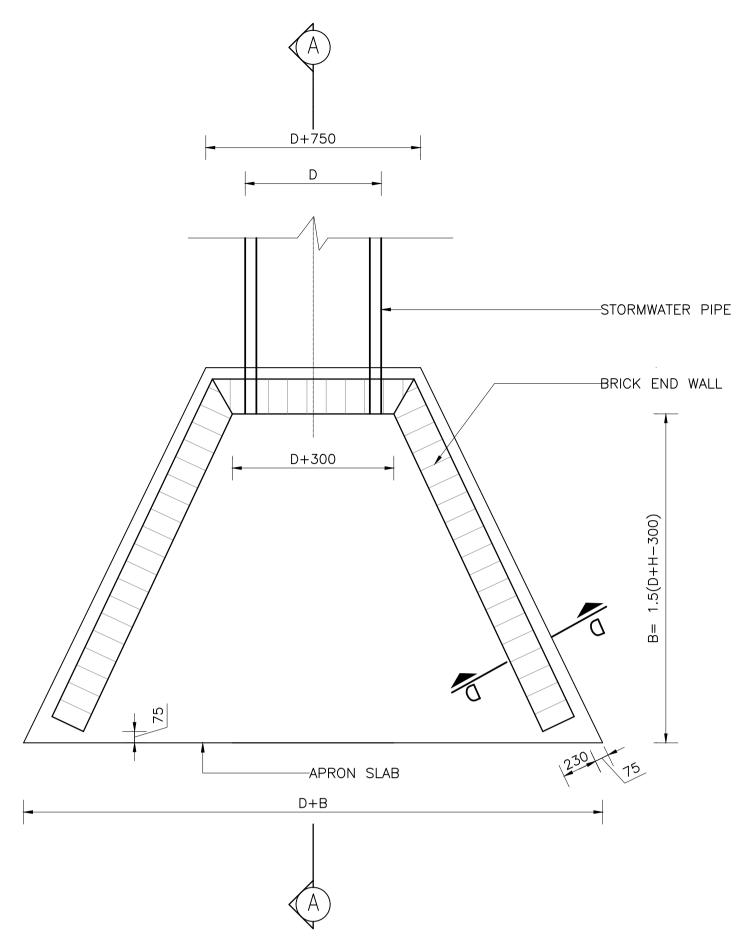
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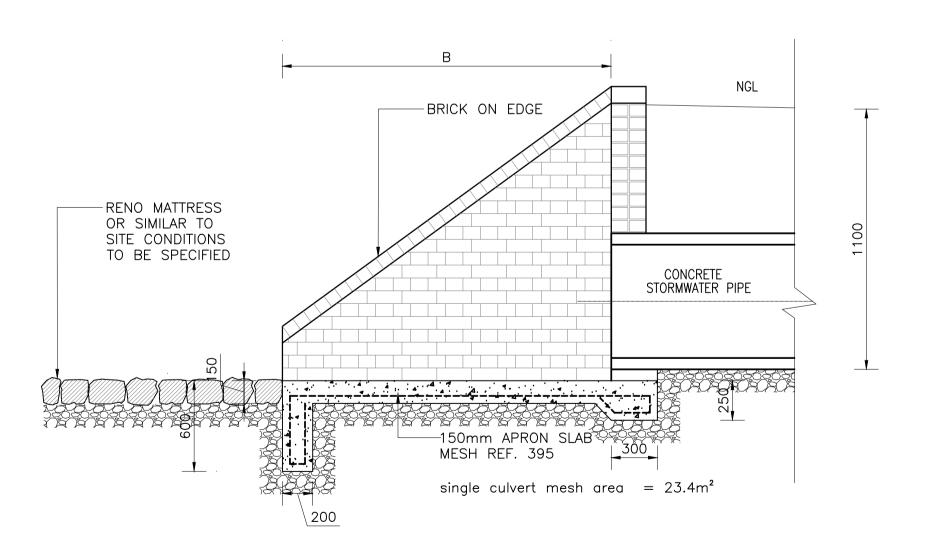
FRONT ELEVATION (600-900mm) CONCRETE PIPES SCALE 1:25

- 1. THE MATERIAL FOR A DEPTH OF 150mm UNDER THE APRON SLAB MUST BE COMPACTED TO A MINIMUM DENSITY OF 90 % OF THE MOD. AASHTO DENSITY.
- 2. ALL CONCRETE TO BE CLASS 25/19.
- 3. ONLY BRICKS OF AN ENGINEERING STANDARD IN ENGLISH BOND WITH POINTING MUST BE USED.
- 4. ENERGY BREAKERS MUST BE PROVIDED ACCORDINGLY.





PLAN VIEW (600-900mm) CONCRETE PIPES SCALE 1:25



SECTION A—A

DETAIL OF TYPICAL BRICK OUTLET STRUCTURE

SCALE 1:25

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MACANDA GRAVEL ROADS

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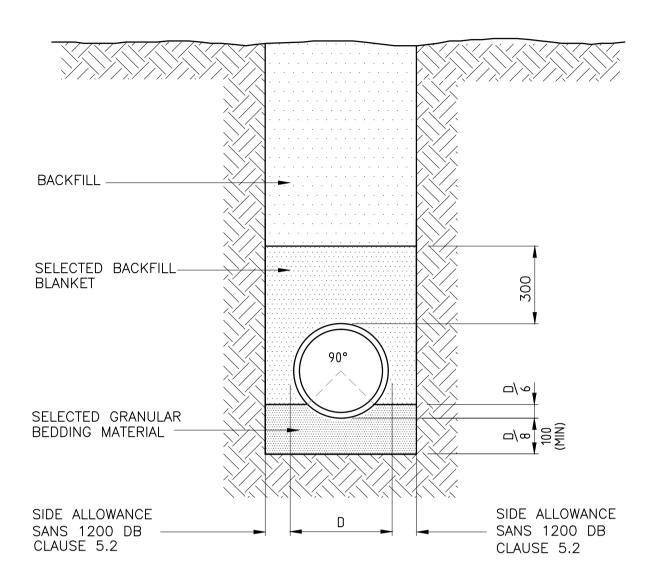
STORMWATER PIPES DETAILS



MGAMULE CONSULTING ENGINEERS
CIVIL, STRUCTURAL ENGINEERS AND PROJECT MANAGERS
29 CONVENT ROAD
EGERTON
LADYSMITH, 3370
TEL: 036 631 2298
FAX: 036 631 2331
E-mail: thuthu@mgamule.co.za

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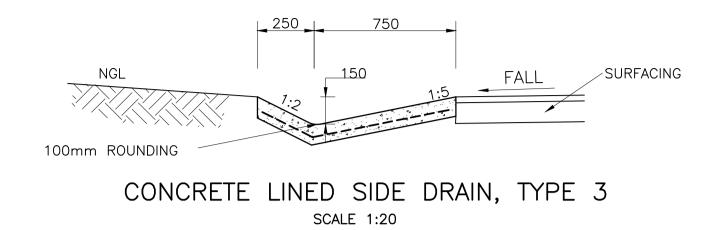


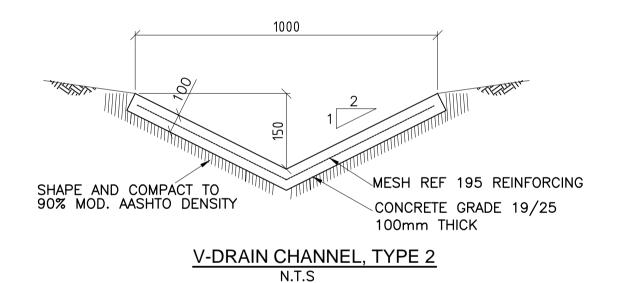
RIGID PIPE BEDDING DETAIL — CLASS C BEDDING N.T.S.

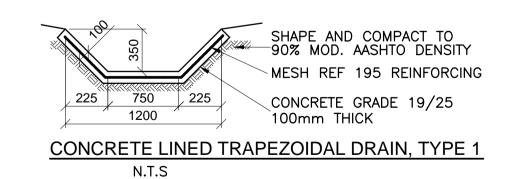
BEDDING AND BACKFILL					
MΑ	ATERIAL	DESCRIPTION	COMPACTION		
ВА	CKFILL	SANS 1200 DB CL 3.5	IN 150mm LAYERS 90% MOD AASHTO		
	LECTED CKFILL	SANS 1200 LB CL 5.3 b)	IN 150mm LAYERS 90% MOD AASHTO		
	ELECTED	SANS 1200 LB CL 5.3 a)	90% MOD AASHTO DENSITY		

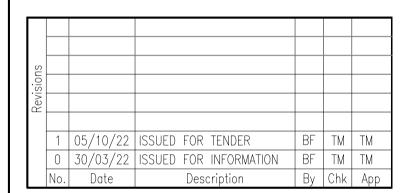
NOTES:

- SOCKETS OF PIPES SHALL BE ACCOMMODATED WITHIN THE SELECTED GRANULAR BEDDING MATERIAL
- 2. WHERE PIPE IS UNDER A ROAD BACKFILL BELOW ROAD FOUNDATION LAYERS SHALL COMPLY WITH— SANS 1200 DB CL 3.5 AND 5.7.2









GENERAL NOTES:

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Drawing Title:

STORMWATER DRAINS DETAILS



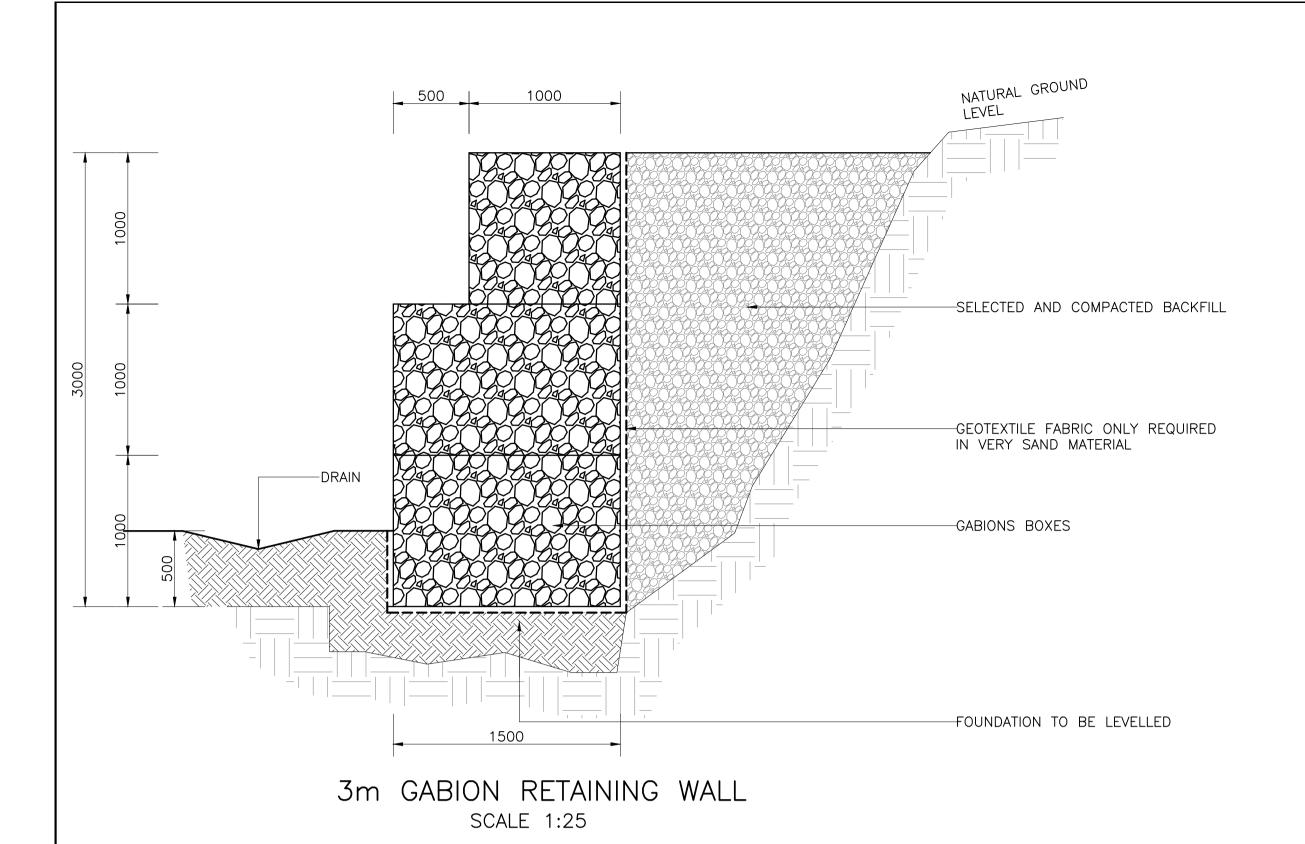
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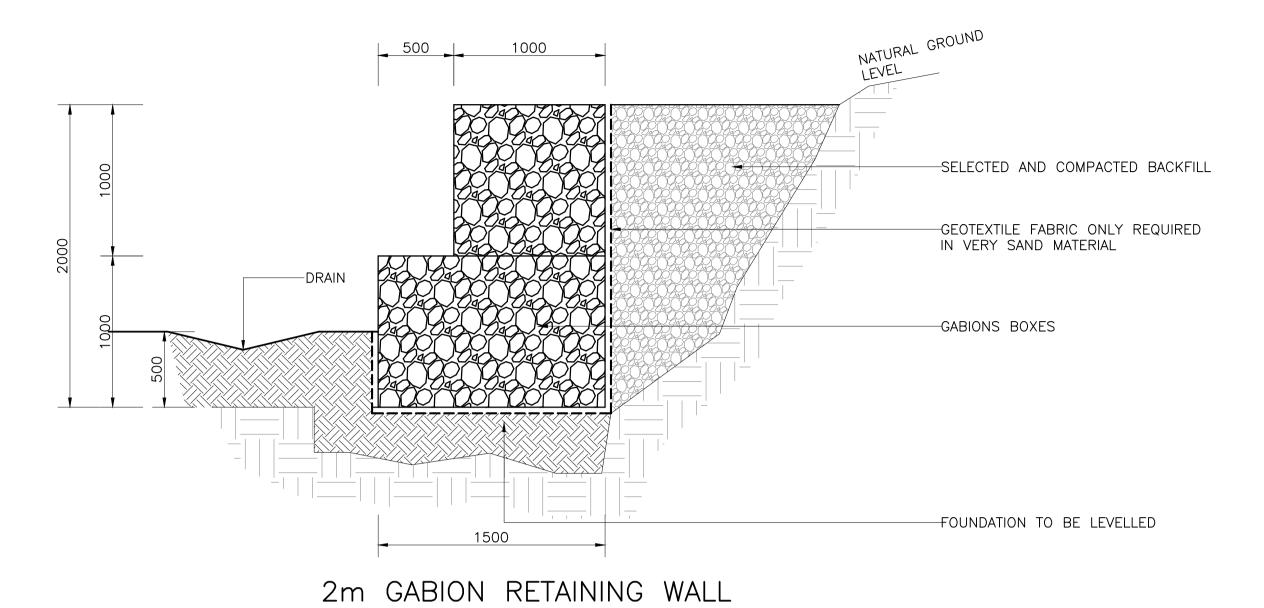
MGAMULE CONSULTING ENGINEERS
CIVIL, STRUCTURAL ENGINEERS AND PROJECT MANAGERS
29 CONVENT ROAD
EGERTON

LADYSMITH, 3370
TEL: 036 631 2298
FAX: 036 631 2331
E-mail: thuthu@mgamule.co.za

Size Project No. Drawing No.

MC-RD-08





3m GABION RETAINING WALL

SCALE 1:25

NOTES:

1.THE STANDARD SIZES OF GABIONS ARE AS FOLLOWS:
LENGTH: 1.0m, 2.0m, 3.0m & 4.0m.
WIDTH: 1.0m & 1.5m
DEPTH: 0.5m & 1.0m
DIAPHRAGM SPACING: 1.0m.

SCALE 1:25

2.ALL WIRE USED IN THE MAKING OF GABIONS SHALL BE GALVANISED IN ACCORDANCE WITH THE PROVIONS S.A.B.S.1580.1993

3.LACING AND BRACING TO BE DONE IN ACCORDANCE WITH MANUFACTURES RECOMMENDATIONS.

3.GEOTEXTILE FABRIC TO BE GRADE C OR SIMILAR.

4.ROCK SIZE AND NORMINAL WIRE DIAMETER ACCORDING TO SABS 1500/

5.REFER TO DRAWING NUMBER SD 0901/A OF KWAZULU NATAL DEPARTMENT OF TRANSPORT GENERAL NOTES:

Suc						
Revisions						
	1	05/10/22	ISSUED FOR TENDER	BF	TM	TM
	0	30/03/22	ISSUED FOR INFORMATION	BF	TM	TM
	No.	Date	Description	Ву	Chk	Арр

	DESIGNED BY	BF. CHIFAMBA	APPROVED BY T. MVULA		
	CHECKED BY	T. MVULA	DATE	SCALE	
DRAWN BY	DRAWN BY	BF. CHIFAMBA	05/10/22	shown	
			SIGNATURE		
	CHECKED BY	T. MVULA			



DKHAHLAMBA LOCAL MUNICIPALITY

rroject.

MACANDA GRAVEL ROADS

Drawing Title:

TYPICAL GABIONS DETAILS

Consultant:



FAX: 036 631 2331 E-mail: thuthu@mgamule.co.za

MGAMULE CONSULTING ENGINEERS
CIVIL, STRUCTURAL ENGINEERS AND PROJECT MANAGERS
29 CONVENT ROAD
EGERTON
LADYSMITH, 3370
TEL: 036 631 2298

Size Project No. Drawing No. Revision
A1 KCO101 MC-RD-09 1