



BID DOCUMENT

BID NUMBER: MLM/W13/SW/P1/24-25

CAROUSEL VIEW STROMWATER PHASE 1

A Tender for Category 6CE or higher CIDB Registered Contractors

Registered Name of Tenderer:	
Trading Name of Tenderer:	
Registration No. of Entity:	
Postal Address of Tenderer:	
Contact Person:	
Tel. No.:	
CIDB CRS Number(s):	
CSD number(s):	MAAA
This tender closes at 12:00 on Wednesday 15 April 2026 at the Municipal Hall, in offices of the Moretele Local Municipality located at 4065 B, Mathibestad, Makapanstad 0404	
NO LATE SUBMISSIONS WILL BE CONSIDERED	

Prepared For: Moretele Local Municipality 4065 B, Mathibestad Private Bag X367 MAKAPANSTAD 0404 Contact Name: Mr. P Molautsi or Ms Phenya Telephone: (012) 716 1347 or (012) 716 1414	Prepared by: Nemorango Consulting Engineers cc Block D 1 st Floor East 500 Botteklaapper Street Pretoria 0001 Contact Name: Mr T Raphaelalani Telephone: 012 805 2556
	In compliance with the Preferential Procurement Regulations, 2022 published in Government Gazette No. 47452 of 04 November 2022
	In compliance with the CIDB standards for uniformity



EXPANDED PUBLIC WORKS PROGRAMME

MORETELE LOCAL MUNICIPALITY

Tender No. MLM/W13/SW/P1/24-

25

For

CAROUSEL VIEW STROMWATER

PHASE 1

Tender section of the document : Pages T1 – T61
Contract section of the document : Pages C1 – C138

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Section Number and Heading	Page Colours
The Tender	
Part T1: Tendering Procedures	
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T1.2 Tender Data	Pink
Part T2: Returnable Documents	
T2.1 List of Returnable Documents	Yellow
T2.2 Returnable Schedules	Yellow
The Contract	
Part C1: Agreements and Contract Data	
C1.1 Form of Offer and Acceptance	White
C1.2 Contract Data	Pink
C1.3 Form of Guarantee	White
C1.4 Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993	White
C1.5 Retention Money Guarantee	White
C1.6 Transfer of Rights	White
Part C2: Pricing Data	
C2.1 Pricing Instructions	Yellow
C2.2 Schedule of Quantities	Yellow
Part C3: Scope of Work	
C3.1 Standard Specifications	Blue
C3.2 Project Specifications	Blue
C3.3 Particular Specifications	Blue
Part C4: Site Information	
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T1: TENDERING PROCEDURES

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MORETELE LOCAL MUNICIPALITY

MUNICIPAL OFFICES
4065B
Mathibestad
Tel: (012) 716 1300
FAX (012) 716 9999



Private Bag X367
Makapanstad
0404

Bid documents with detailed bid specifications and detailed information are obtainable at the **Revenue office of Moretele Local Municipality, 4065 B Mathibestad (please check dates as per project)** at 08:00 – 16:00. A non-refundable deposit as per tender above payable at the bank as per the following details:

Account Name: Moretele Local Municipality
Bank: ABSA
Cheque account No: 405 331 7014
Branch code: 632005
Ref: Company Name..... BID Number

NB: No cash will be accepted only proof of payment or Debit cards will be accepted.

Sealed Bids clearly marked **"BID No AND PROJECT NAME (as per the table above)** must be placed in the Bid box situated at the offices of **MORETELE LOCAL MUNICIPALITY, 4065 B MATHIBESTAD**. Compulsory briefing will be done as per the project indicated on the table.

No late BIDs will be accepted.

Moretele Local Municipality reserves the right to accept the whole or part of any bid and further reserves the right to re-advertise if it so wishes to. No reason for the acceptance or rejection of any bid will be given.

Bids will be adjudicated according to the Moretele Local Municipality's Supply Chain Management Policy, the Preferential Procurement Policy Framework Act, (Act No. 5 of 2000) and the Preferential Procurement Regulations 2022 of Specific Goals. Bids will remain valid for 90 days.

Enquiries may be directed to: Ms P Molautsi (012) 716 1309, Mrs M Phenya Tel :(012) 716 1414

Mr S. Ngwenya
MUNICIPAL MANAGER

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T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of Board Notice 423 of 2019 in Government Gazette No. 42622 of 8 August 2019, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (see www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to this Tender Data.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of the tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

The following variations, amendments, and additions to the Standard Conditions of Tender as set out in the Tender Data below shall apply to this tender:

Clause Number	Data / Wording
This procurement document has been formatted and compiled under the headings as contained in the CIDB’s “Standard for Uniformity in Construction Procurement.”	
C1.1	The Employer is the Moretele Local Municipality
C.1.2	<p>(a) The Tender Documents consist of the following:</p> <p>PART T1: TENDERING PROCEDURES T1.1 Tender Notice and Invitation to Tender T1.2 Tender Data</p> <p>PART T2: RETURNABLE DOCUMENTS T2.1 List of Returnable Documents T2.2 Returnable Schedules</p> <p>PART C1: AGREEMENTS AND CONTRACT DATA C1.1 Form of Offer and Acceptance C1.2 Contract Data C1.3 Form of Guarantee C1.4 Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 C1.5 Retention Money Guarantee C1.6 Transfer of Rights</p> <p>PART C2: PRICING DATA C2.1 Pricing Instructions C2.2 Schedule of Quantities</p> <p>PART C3: SCOPE OF WORKS C3.1 Standard Specifications C3.2 Project Specifications C3.3 Particular Specifications</p> <p>PART C4: SITE INFORMATION C4.1 Locality Plan C4.2 Example of Contract Signboard Details</p> <p>(b) Drawings</p>

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	<p>(c) 'General Conditions of Contract for Construction Works, Third Edition, 2015' issued by the South African Institution of Civil Engineering (abbreviated title 'General Conditions of Contract 2015' – 'GCC 2015'). This document is obtainable separately and Tenderers shall obtain their own copy.</p> <p>(d) 'The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations 2014 (Government Gazette No 37305 of 7 February 2014, Notice No R. 84)'. These documents are obtainable separately and Tenderers shall obtain their own copies.</p> <p>(e) The Construction Industry Development Board Act No. 38 of 2000 as amended and the Regulations in terms of the CIDB Act 38 of 2000, Government Notice No 423 of 2019 as amended.</p> <p>In addition, Tenderers are advised, in their own interest, to obtain their own copies of the relevant Acts, Regulations, and Standards referred to in this document as they are essential for the Tenderer to become acquainted with the basics of construction management, the implementation of preferential construction procurement policies, and participation of targeted enterprises and labour.</p>
C.1.4	<p>The Employer's agent for the purpose of this tender is deemed to be the authorized and designated representative of the Employer:</p> <p>Name of the Firm: Nemorango Consulting Engineers cc Contact Person: Takalani Raphalalani Tel: 012 805 2556 Fax: (086) 805 1519 E-mail: floyd@nemorango.co.za</p>
C.1.5	Cancellation and Re-Invitation of Tenders
C.1.5.1	<p>An Employer may, prior to the award of the tender, cancel a tender if</p> <p>a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation. b) funds are no longer available to cover the total envisaged expenditure; or c) no acceptable tenders are received. d) there is a material irregularity in the tender process.</p>
C.1.5.2	The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised
C.1.5.3	An Employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time
C.2	Tenderer's obligations
C.2.1	<p>Eligibility Only those tenderers who satisfy the following criteria are eligible to submit tenders:</p> <p>a) CIDB registration</p> <p>Registered with the CIDB, at close of tender, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A)</p>

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	<p>of the Construction Industry Development Regulations, as per amended notice no. 357 of 2019, for a 6CE or higher class of construction work.</p> <p>Tenderers whose CIDB registration expires within the tender validity period, need to demonstrate that there is a reasonable chance of being registered in the appropriate grading designation during the tender evaluation period, by submitting a copy of their timely application for CIDB registration, with their tender submission.</p> <p>Tenders received from such tenderers who are not capable of being registered in the required contractor designation, within 10 working days after either expiry of their registration or after being requested to provide proof of registration, will be considered non-responsive. Note that in terms of the Construction Industry Development Board Act, 2000 (Act No. 38 of 2000) a registered contractor must apply for renewal of registration three months before the existing registration expires.</p> <p>Tenderers registered as potentially emerging enterprises but with a CIDB contractor grading designation lower than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, as per amended notice no. 357 of 2019, are not eligible to have their tenders evaluated.</p> <p>Joint Ventures are eligible to submit tenders provided that:</p> <p>a) every member of the joint venture is registered with the CIDB;</p> <p>b) the lead partner has a contractor grading designation of not lower than one level below the required grading designation in the class of construction works under consideration and possesses the required recognition status, and</p> <p>c) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 6CE or higher class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, as per amended notice no. 357 of 2019.</p>
<p>C.2.1.1</p>	<p>Only those bidders who satisfy the following eligibility criteria are eligible to submit bids:</p> <ol style="list-style-type: none"> a. the Contractor submitting the tender is under restrictions or has principals who are under restriction to participate in the Employer's procurement due to corrupt or fraudulent practices; b. the Tenderer does not have the legal capacity to enter into the contract; c. the Contractor submitting the tender is insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of the foregoing; d. The Tenderer does not comply with the legal requirements stated in the Employer's procurement policy; e. The Tenderer cannot demonstrate that he possesses the necessary professional and technical qualifications and competence, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract;

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	f. The Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract.
C.2.2	
C.2.2.1	The tenderer must be notified of all arithmetic errors, omissions and/or rate imbalances that are identified in the tender offer and request the tenderer to, within a stipulated time, accept the total of the rates / prices as corrected by the Employer's Agent without changing the tender amount / final offer.
C.2.2.2	Cost of Tender The cost of the tender documents charged by the Employer shall be limited to the actual cost incurred by the Employer or Employer's Agent for printing the documents
C.2.3	Check Documents Check the tender documents on receipt for completeness and notify the Employer of any discrepancy or omission.
C.2.4	Confidentiality and Copyright of Documents Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the Employer only for the purpose of preparing and submitting a tender offer in response to the invitation.
C.2.6	Acknowledge Addenda Acknowledge receipt of addenda to the tender documents, which the Employer may issue, and if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.
C.2.7	Seek Clarification The arrangements and venue for the compulsory Clarification Meeting are: Venue: Moretele Local Municipality, Municipal Hall, 4065 B, Mathibestad, Makapanstad 0404. Date: 24 March 2026 @10h00 Contact Person : Takalani Raphalalani Tel: (012) 804 1850 Fax: (086) 502 7201 Email: floyd@nemorango.co.za
C.2.8	Insurance Be aware that the extent of insurance to be provided by the Employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.
C.2.9	Pricing the Tender Offer
C.2.9.3	This contract shall not be subject to Contract Price Adjustments, foreign fluctuations, etc and all rates and prices shall remain fixed, final and binding for the full duration of this contract.
C.2.11	Alterations to Documents Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the Employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations (refer to the standard condition of Tender).
C.2.12	Alternative Tender Offers No alternative tender offers will be considered
C.2.13	Submitting a tender offer

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C.2.13.1	Submit one tender offer only as a single tendering entity to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data
C.2.13.2	Return all returnable documents to the Employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
C.2.13.3	Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the Employer.
C.2.13.4	Sign the original and all copies of the tender offer where required in terms of the tender data. The Employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the Employer shall hold liable for the purpose of the tender offer.
C.2.13.5	Tender offers shall be submitted as original only. The package shall state on the outside the Employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address. Under no circumstances whatsoever may the tender forms be retyped or redrafted. Photocopies of the original tender documentation may be used, but an original signature must appear on such photocopies.
C.2.13.6	<p>Bidders are requested to deliver the submission in one envelope. The Employer's address for delivery of tender offers and identification details to be shown on the tender offer package is:</p> <p>Title to appear on envelope one (1):</p> <p>"BID NUMBER: MLM/W13/SW/P1/24-25 – CAROUSEL VIEW STORMWATER PHASE 1</p> <p>This envelope must contain the returnable SCM Documentations, Relevant Annexures and Appendixes. This envelope must contain printed copies of all the pages in this document, duly completed and signed, inclusive of the pricing schedules (bill of quantities), which must be submitted in one envelope as detailed below.</p> <p>For identification purposes, bidders are requested to ensure that the envelopes containing the company's bids are clearly marked and are easily identifiable by the company's logo or name.</p> <p>The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Location of Tender Box: Moretele Local Municipality Physical Address: 4065 B, Mathibestad, Makapanstad 0404. Identification Details: Tender No. MLM/RS/W13/24-25</p>
C.2.13.7	Seal the original tender offer in an outer package that states on the outside only the Employer's address and identification details as stated in the tender data. A two-envelope system will not be followed .
C.2.13.8	Accept that the Employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
C.2.13.9	Accept that tender offers submitted by facsimile or e-mail and late tenders will be rejected by the Employer.

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C.2.14	<p>Information and data to be completed in all respects</p> <p>Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the Employer as non-responsive.</p>
C.2.15	<p>Closing time</p> <p>The closing time for submission of Tender Offers is: 12:00, Wednesday 15 April 2026</p> <p>The Moretele Local Municipality is not obliged to accept the lowest or any tender and reserves the right to accept any tender in whole or in part.</p>
C.2.16	<p>The tender offer validity period is ninety (90) days from the closing time for the submission of tenders.</p>
C.2.18.2	<p>Over and above the information resources stipulated in the evaluation criteria, the Tenderer 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 requirements.</p>
C.2.19 I	<p>Inspections, tests, and analysis</p> <p>Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.</p>
C.2.20	<p>Submit securities, bonds, and policies</p> <p>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.</p>
C.2.23	<p>The Tenderer is required to submit his/her tender with all documents and schedules listed under T2.1 and T2.2</p> <p>The certificates as required in the Returnable Schedules and Forms must be provided with the tender for each party to a consortium / joint venture.</p>
C.2.24	<p>Canvassing and obtaining additional information by tenderers</p> <p>The Tenderer shall not make any attempt either directly or indirectly to canvass any of the Employer's officials or the Employer's agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon.</p> <p>The Tenderer shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.</p>
C.2.25	<p>Prohibitions on awards to persons in service of the state</p> <p>The Employer is prohibited to award a tender to a person -</p> <ol style="list-style-type: none"> a. who is in the service of the state; or b. if that person is not a natural person, of which any director, manager, principal shareholder or c. stakeholder is a person in the service of the state; or d. a person who is an advisor or consultant contracted with the Municipality. <p>In the service of the state means to be -</p> <ol style="list-style-type: none"> a. a member of:- <ol style="list-style-type: none"> I. any municipal council; II. any provincial legislature; or III. the National Assembly or the National Council of Provinces;

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	<ul style="list-style-type: none"> b. a member of the board of directors of any municipal entity; c. an official of any municipality or municipal entity; d. an employee of any national or provincial department; e. provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999); f. a member of the accounting authority of any national or provincial public entity; or g. An employee of Parliament or a provincial legislature. <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.</p>
C.3	The Employer's undertakings
C.3.1	Respond to requests from the tenderer The Employer will respond to requests for clarification received up to three (3) working days before the tender closing time
C.3.2	Issue Addenda Addenda will be issued until five (5) working days before the tender closing time.
C.3.5	The time and location for the opening of the tender offers are: Time: 12h00, Wednesday 15 April 2026 Location / Venue: Revenue Unit at the Finance Department of Moretele Local Municipality, 4065 B, Mathibestad, Makapanstad 0404
C.3.9	
C.3.9.1	Check the highest ranked tenders or tenderers with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3 for: <ul style="list-style-type: none"> a. the gross misplacement of the decimal point in any unit rate; b. omissions made in completing the pricing schedule or bills of quantities; or c. arithmetic errors in line-item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or the summation of the prices.
	The arithmetical errors shall be corrected in the following manner: <ul style="list-style-type: none"> a. Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern. b. If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected. 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 total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices. <p>The Tender Offer will be rejected if the tenderer does not correct or accept the Correction of the arithmetical error in the manner described above</p>
C.3.11	Functionality, Price and Preference The purpose of the evaluation is to ensure and promote compliance with the Constitution, specifically Section 217, which provides that when organs of state contract for goods or services, they must do so in accordance with a system which is

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	<p>fair, equitable, transparent, competitive and cost-effective. The evaluation of bids will be undertaken in 4 Stages/ Phases.</p>
<p>C.3.12</p>	<p>The procedure for the evaluation of responsive tenders is Functionality, Financial offer, Preference and Objective criteria) as explained in the CIDB's Standard for Uniformity in Construction Procurement August 2019 (clause 4.3.1).</p> <p>Breakdown points for Functionality points are outlined below. The procedure for the evaluation of responsive tenders is detailed as follows:</p> <p>Phase One: Responsiveness to the eligibility criteria, bid and mandatory requirements and rules. Tenderers that do not meet the compliance requirements stipulated above will be disqualified from further evaluation.</p> <p>Phase Two: Tenderers must meet the minimum requirements outlined in the functionality criteria and score the at least the minimum functionality points to be considered for further evaluation. Tenderers which do not meet minimum functionality points of 70 will then be rejected.</p> <p>Phase Three: Bidders passing all stages above will thereafter be evaluated on PPPFA (80/20 or 90/10).</p> <p>Phase Four: Objective criteria and Risk analysis</p>
	<p>PHASE ONE: RESPONSIVENESS TO THE ELIGIBILITY CRITERIA, BID AND MANDATORY REQUIREMENTS AND RULES:</p> <p>Tenderers' proposals must meet the following minimum requirements and supporting documents must be submitted with the completed bid document in a sealed envelope in the bid box at the closing date and time. Failure to comply will automatically eliminate the bid for further consideration:</p> <ol style="list-style-type: none"> 1. Tender Document (This Document must be submitted in its original format) 2. Tenders which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted. 3. Tenderer must be registered with cidb in the correct grading and class of works as per the tender notice and requirements and the status on cidb must be active during award stage. It is the responsibility of the tenderer to keep the status on CIDB active throughout bidding process (i.e from advert till award stage). 4. Tenderer must be a legal entity or partnership or joint venture or consortia. 5. Form of offer and Acceptance (fully completed and signed) 6. MBD 4- Declaration of Interest (fully completed and signed) 7. MBD 5-Declaration for procurement above R10 million (all applicable taxes included) - (fully completed and signed) 8. MBD 8- Declaration of Bidder's past Supply Chain Management Practices. (Completed and signed) 9. MBD 9- Certificate of Independent Bid Determination. (Completed and signed) 10. Compulsory Enterprise Questionnaire (Completed and signed) 11. If the offer (any of the items quoted for) is "Vat Inclusive", the VAT registration number of service provider must be indicated. Bidders are not entitled to claim the VAT if they are not VAT registered. 12. Certificate of Authority for Joint Ventures (if applicable). In the case of a joint venture, a signed JV agreement stating the share interest or percentage of each partner should also be made available to the department by the JV. CIDB regulations and prescripts apply.

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	<p>13. Resolution to Sign (if applicable) must be completed and furnished with the tender.</p> <p>14. Attendance of compulsory briefing meeting (where applicable)</p> <p>15. Only one offer per item per bidder is allowed and alternative offers will not be considered. If more than one offer per item is received, none of the offers will be considered. Tenderers are also not allowed to submit a bid/ quotation whilst they are in agreement with other tenderers in the form of joint ventures or consortiums.</p> <p>16. Bidder (Company or director/partner or sole propriety) must attach proof of municipal rates on municipality letterhead which are not older than 90 days. If the statement of municipal rates is not in the name of the bidder, an affidavit from SAPS must be attached. or Letter of traditional authority not older than 90 days for the bidder. OR In case of a lease agreement, a signed lease agreement by both parties(lessor & lessee), an affidavit indicating that the bidder and/or the director does not have municipal account and that the municipal services, rates and taxes are paid by the property owner must be attached. The tenderer will be rejected if it has failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges (where they are applicable) are in arrears for more than three months.</p> <p>17. If the tenderer is required by law to prepare annual financial statements for auditing, it must submit its audited annual financial statements— (aa) for the past three years; or (bb) since their establishment if established during the past three years.</p> <p>Other Conditions of bid (Non eliminating, unless expressly mentioned in the document):</p> <ol style="list-style-type: none"> 1. MBD 1 form 2. The bidder must be registered on the Central Supplier Database (CSD) prior the award. 3. All tenderer's tax matters must be in order prior award. Bidders' tax matters will be verified through CSD. 4. The bidder must complete section 1.3.1.2 of the Preference Points Form to claim points on Specific goals. Non completion of the schedule / form will result in a bidder losing preferential points. <p>PHASE TWO: TENDER WHO PASS STAGE 1 WILL THEN BE EVALUATED ON FUNCTIONALITY CRITERIA, AS OUTLINED BELOW:</p> <ol style="list-style-type: none"> 1. The tender will be expected to submit substantial information (valid copies and detailed information as ordered) in order to claim points for each of the criteria or sub criteria set. 2. The tenderer must demonstrate to the satisfaction of the Employer that it has sufficient skill and capacity to execute the works. 3. The form or the evaluation criteria and maximum score in respect of each of the criteria listed in 5.11.9. 4. A Tender scoring an average score below 70 points in Functionality will be considered as DISQUALIFIED from evaluation and will be discarded from any further evaluation. 5. Non-submission or poorly completed schedule or incomplete information will result in a tenderer losing points on Functionality. CVs which do not substantially detail relevant experience will also lead to a bidder losing points on Functionality, It is the responsibility of the tenderer to ensure that all copies are clear and certified when the conditions require them to be so.


Employer


Witness 1


Witness 2


Contractor


Witness 1


Witness 2

Clause Number	Data / Wording																												
	<p>This procurement document has been formatted and compiled under the headings as contained in the CIDB's "Standard for Uniformity in Construction Procurement."</p> <p>6. No second chance will be given to a tenderer to submit some information after tender closure on this stage of evaluation i.e. functionality.</p> <p>PHASE THREE: EVALUATION POINTS ON PRICE AND SPECIFIED GOALS</p> <p>The 80/20 preference point system shall be applied for the purposes of this bid as per the requirements of the <i>Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000)</i>.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Criteria</th> <th style="width: 30%;">Points</th> </tr> </thead> <tbody> <tr> <td>Points on Price</td> <td style="text-align: center;">80</td> </tr> <tr> <td>Specified Goals</td> <td style="text-align: center;">20</td> </tr> <tr> <td>Total</td> <td style="text-align: center;">100</td> </tr> </tbody> </table> <p>The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million:</p> <p>(a) The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a Rand value equal to, or above R 2 001 and up to Rand value of R 50 000 000 (all applicable taxes included):</p> <p>The financial offer will be scored using the following formula: $A = \left(1 - \frac{P - P_m}{P_m}\right)$</p> <p>The value of value of W_1 is:</p> <ol style="list-style-type: none"> a. 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R50 000 000 or b. 80 where the financial value inclusive of VAT of one or more responsive tender offers have a value that equals or is less than R 50 000 000. <p>The table below must be used to calculate the score out of 20 for Specified Goals</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%; background-color: #d9ead3;">The specific goals allocated points in terms of this tender</th> <th style="width: 15%; background-color: #d9534f; color: white;">Number of points allocated (90/10 system) (To be completed by the organ of state)</th> <th style="width: 15%; background-color: #d9534f; color: white;">Number of points allocated (80/20 system) (To be completed by the organ of state)</th> <th style="width: 15%; background-color: #d99090;">Number of points claimed (90/10 system) (To be completed by the tenderer)</th> <th style="width: 15%; background-color: #d99090;">Number of points claimed (80/20 system) (To be completed by the tenderer)</th> </tr> </thead> <tbody> <tr> <td>HDI's (Who had no franchise on national elections before the 1983 and 1993 constitution) /black ownership</td> <td style="text-align: center;">--</td> <td style="text-align: center;">5</td> <td style="text-align: center;">--</td> <td></td> </tr> <tr> <td>Points for 51% Women's Equity</td> <td style="text-align: center;">--</td> <td style="text-align: center;">5</td> <td style="text-align: center;">--</td> <td></td> </tr> <tr> <td>Points for black person with Disability</td> <td style="text-align: center;">--</td> <td style="text-align: center;">2.5</td> <td style="text-align: center;">--</td> <td></td> </tr> </tbody> </table>	Criteria	Points	Points on Price	80	Specified Goals	20	Total	100	The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)	HDI's (Who had no franchise on national elections before the 1983 and 1993 constitution) /black ownership	--	5	--		Points for 51% Women's Equity	--	5	--		Points for black person with Disability	--	2.5	--	
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[Signature Box]
Employer

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Witness 1

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Witness 2

[Signature Box]
Contractor

[Signature Box]
Witness 1

[Signature Box]
Witness 2

Clause Number	Data / Wording				
This procurement document has been formatted and compiled under the headings as contained in the CIDB's "Standard for Uniformity in Construction Procurement."					
	Points for 51% owned Youth firm	--	5	--	
	Points for Locality (Contractors domiciled in the North West Province)	--	2.5	--	
	Form not completed or submitted				
<p>NOTE:</p> <p>The tenderer must submit a CSD number, CIPC documents indicating share ownership or directorship of the company or a comprehensive CSD report which must indicate the names of the owners, their gender, race, age, whether there is a person living with disability or not and the address of a company (first address on CSD), in order to claim the preferential procurement points.</p> <p>In the case of a Joint Venture, the first table on Paragraph 8 in the preference points claim form (Table 1) must be completed by all partners of the JV. The second table (Table 2) must be completed with information related to HDI ownership in the JV, the last column will then be used for purposes of claiming points above.</p> <p>PHASE FOUR: OBJECTIVE CRITERIA AND RISK ANALYSIS</p> <p>1. The Employer reserves the right not to appoint the highest point scorer, when any of the objective criteria are taken into consideration:</p> <p>When the tenderer has any of the following:</p> <ol style="list-style-type: none"> a. It has been removed from a contract between them and any organ of state on account of failure to perform on or comply with the contract. If it is a JV, any of the JV partners. b. It has completed the project with the Employer after being put on penalties. c. It has completed the project after having being issued with Health and Safety non compliances (such as Contravention notices, prohibition notices, fines, site closures); d. It is litigating against the Employer on matters relating to tender processes and such processes have not been concluded by the courts of the country; e. It must be noted that the financial health of the tenderer will be assessed, if deemed necessary, to ensure that the service provider will be able to operate as per required deliverable. It may be overlooked if the Employer is not satisfied that the tenderer will be able to deliver to the tenders of the contract; f. The tenderer has unduly high or unduly low tendered rates in the tender offer. In this regard, and a financial risk analysis has been performed to verify whether the costs are reasonable and balanced. g. In terms of unduly high tendered amounts in the tender offer, negotiation process as outlined in Regulation 24 of the MFMA Regulations will apply. <p>2. This tender will be considered as a whole. All trades listed in the Bills of Quantities or Pricing schedule must be priced for (except provisional sums and allowances), failure to do so will increase the commercial risk of the tender and may lead to elimination or passing over of the tenderer.</p>					

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Clause Number	Data / Wording													
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	Tenders may be disqualified if tendered rates are found to be distorted. The market average of received bid prices excluding Outliers, as well as the Moretele Local Municipality estimate will be used as a guide to indicate financial risk.													
C.3.11.9	<p>All proposals will be evaluated in terms of functionality with a maximum of 100 functionality points. All proposals meeting minimum scores of 70 points will be considered for the next final evaluation stage whereby proposals will be evaluated in terms of Price and Preference.</p> <p>The score for functionality will be calculated using the following formula:</p> $W_Q = W_2 \times \frac{S_0}{M_S}$ <p>Where:</p> <p>W₂ = is the percentage score given for quality and equals 100</p> <p>S₀ = is the maximum possible score for quality allocated to the submission under consideration</p> <p>M_S = is the maximum possible score for quality in respect to the submission</p> <p>The quality will comprise scores for the following based on criteria indicated in the respective tender returnable schedules:</p>													
Evaluation Criteria		Scoring System	Maximum Score	Tenderer Score										
1.	<p>The tenderer shall attach evidence of implemented traceable projects.</p> <p>(i) Tenderers to provide appointment letters, and (ii) Correlating completion certificates (iii) Signed and stamped reference letters on a template provided by Moretele Local Municipality. Refer to "Form I" in T2.2. (iv) Complete project experience. Refer to "Form F" in T2.2.</p> <p>Note: Completed reference forms shall be verified with the employer/client. Failure to submit the signed and stamped reference letter will result in zero points being allocated for the claimed project.</p>													
1.1	Company/ Entity's work experience in Stormwater, Sewer and roads projects	<table border="1" style="width: 100%;"> <thead> <tr> <th style="text-align: left;">Similar Tender Experience</th> <th style="text-align: center;">30</th> </tr> </thead> <tbody> <tr> <td>Over 5 similar projects</td> <td style="text-align: center;">30</td> </tr> <tr> <td>3 - 5 similar projects</td> <td style="text-align: center;">20</td> </tr> <tr> <td>1 - 2 similar projects</td> <td style="text-align: center;">10</td> </tr> <tr> <td>No attachments</td> <td style="text-align: center;">0</td> </tr> </tbody> </table>	Similar Tender Experience	30	Over 5 similar projects	30	3 - 5 similar projects	20	1 - 2 similar projects	10	No attachments	0	30%	
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Related Tender Experience	10													
Over 5 similar projects	10													
3 - 5 similar projects	5													
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Employer

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Witness 1

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Witness 2

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Contractor

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Witness 1

[Signature Box]
Witness 2

Clause Number	Data / Wording			
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		No attachments	0	
2.	Financial References (Demonstrate financial capacity to execute the projects, by attaching a letter from the bank with their rating)	2.1 Bank Rating	5	10%
		Bank rating of "A&B"	5	
		Bank rating of "C"	3	
		Bank rating of "D"	2	
		Bank rating of "E" & below	1	
		Bank Rating Letter not attached	0	
		2.2 Annual Financial Statement	5	
3.	Key Personnel Experience and qualification of Key Staff Note: Name/s of various employees occupying the positions below must be stated; certified copies (not older than 3 months) of qualifications must be attached in order to qualify for points.	3.1 Contract Manager	15	30%
		a. BScEng/ BTechEng Civil Eng b. 5-10 years of relevant experience c. Relevant Professional Registration	15	
		a. NDipEng/ NTD Civil Eng b. 5-10 years of relevant experience	10	
		a. Certificate in Civil Engineering and b. 5-10 years relevant experience	5	
		3.2 Site Agent	10	
		a. NQF Level 5 Certificate/ N6 b. 5 years of relevant experience c. Relevant Professional Registration	10	
		a. NQF Level 5 Certificate/ N6 b. 3 years of relevant experience	5	
		3.3 Site Foreman	5	
		a. NQF level 5 b. 5 years of relevant experience	5	
		a. NQF level 3 b. 3 years of relevant experience	3	

Evaluation Criteria		Scoring System		Maximum Score	Tenderer Score
4.	Availability of Plant and Equipment necessary for construction	Plant and Equipment	20	20%	
		a. Excavator, TLB, Water Tipper Trucks, Roller - own	20		
		b. Excavator, TLB, Water, Tipper Trucks, Roller – Lease Agreement in place	10		
		No attachments	0		

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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<p>Note: These plants and equipment can be owned or rented. Attach proof of ownership or intention to lease if renting (attach intention to lease letter and proof of ownership for the plants and equipment from the leaser). Tenderers are to submit ownership proof in the name of the company/ director to claim for full (100%) points or a Lease agreement to claim for half (50%) points.</p>					
<p>TOTAL EVALUATION POINTS SCORE FOR QUALITY, TENDERERS WITH A SCORE OF LESS THAN 70% WILL BE REJECTED AS NON-RESPONSIVE</p>				<p>100%</p>	
<p>SPECIFIED GOALS ALLOCATION TABLE</p>		<p>Number of points allocated (90/10 system) (To be completed by the organ of state)</p>	<p>Number of points allocated (80/20 system) (To be completed by the organ of state)</p>	<p>Number of points claimed (90/10 system) (To be completed by the tenderer)</p>	<p>Number of points claimed (80/20 system) (To be completed by the tenderer)</p>
	HDIs (Who had no franchise on national elections before the 1983 and 1993 constitution) / Black ownership	--	5	--	
	Points for 51% Women's Equity	--	5	--	
	Points for black person with Disability	--	2.5	--	
	Points for 51% owned Youth firm	--	5	--	
	Points for Locality (Contractors domiciled in the North West Province)		2.5		
	Form not completed or submitted	--		--	
<p>C.3.13.1</p>	<p>The legal requirements for acceptance of the tender offer are:</p> <ol style="list-style-type: none"> a. Tender Defaulters Register - the Tenderer or any of its principals is <u>not</u> 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. b. Abuse of the SCM System - the Tenderer has <u>not</u> abused the Employer's Supply Chain Management System and has <u>not</u> been given a written notice to the effect that he has failed to perform on any previous contract. c. Declaration - the Tenderer has indicated and declared whether or not a spouse, child or parent of the Tenderer is in the service of the State. d. Fraud and Corruption - the Employer is satisfied that the Tenderer or any of his 				

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Employer

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Witness 1

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Witness 2

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Contractor

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Witness 1

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Witness 2

Clause Number	Data / Wording
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	<p>principals have <u>not influenced</u> the tender offer and acceptance by the following criteria:</p> <ul style="list-style-type: none"> (i) having offered, promised or given a bribe or other gift or remuneration to any person in connection with the obtaining of this Contract; (ii) having acted in a fraudulent or corrupt manner in obtaining this Contract; (iii) having approached an officer or employee of the Employer or the Employer's Agent with the object of influencing the award of a Contract in the Tenderer's favour; (iv) having entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company to refrain from Tendering for this Contract or as to the amount of the Tender to be submitted by either party; (v) having disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of his proposed Tender. <p>The Employer may, in addition to using any other legal remedies, repudiate the Tender offer and acceptance and declare the Contract invalid should it have been concluded already.</p>
<p>C.3.18</p>	<p>The number of paper copies of the signed contract to be provided by the Employer is one (1).</p>

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

T2: RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

The following documents are to be completed and returned as they constitute the tender. Whilst many of the returnable are required for the purpose of evaluating the tenders, some will form part of the subsequent contract, as they form the basis of the tender offer. For this reason, it is very important that tenderers return all information requested.

T2.2 RETURNABLE SCHEDULES REQUIRED FOR TENDER RESPONSIVENESS AND FOR TENDER EVALUATION PURPOSES

A	Certificate of Attendance at Clarification Meeting.....	T23
B	Record of Addenda to Tender Documents	T24
C	Certificate of Authority (On Company Letterhead)	T25
D	Compulsory Enterprise Questionnaire.....	T30
E	Plant and Equipment.....	T31
F	Experience of Tenderer (Schedule of Work Satisfactorily Carried out by Tenderer) .	T32
G	Proposed Subcontractors	T33
H	Key Personnel (Schedule)	T34
I	Evaluation Schedule: Experience on Previous Project References).....	T35
J	Deviations and Qualifications	T41
K	Contractor's Health and Safety Declaration.....	T42
L	Tenderer's BEE Verification Certificate	T44
M	Schedule of Alternative Tenders.....	T45
N	Tender's Participation in Job Creation Using Local Labour.....	T46
O	Tenderer's Banking Details and Rating	T47
P	Municipal Account for The Business and Director not Owing for More Than 90 Days or Municipal Account from the Private Provider or Statement of Account from Landlord with Valid Lease Agreement.....	T48
Q	CIDB Registration Certificate	T49
R	Proof of Registration of Bidder and Certified ID Copies of Owners/Directors/Shareholders	T50
S	Compliant CSD Summary Report.....	T51
T	Letter of Good Standing with the Compensation for Occupational Injuries and Diseases	T52
U	MBD 4: Declaration of Interest	T53
V	MBD 5: Declaration for Procurement Above R10 Million (Vat Included).....	T56
W	MBD 6.1 Preference Points Claim Form in Terms of The Preferential Procurement Regulations 2022	T57
X	MBD 7.2: Contract Form – Rendering Services	T61
Y	MBD 8: Declaration of Bidder's Past Supply Chain Management Practices	T63
Z	MBD 9: Certificate of Independent Bid Determination.....	T65
AA	Preliminary Construction Programme (and Monthly Cashflow).....	C53

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

NOTE: The Tenderer is required to complete each and every schedule and form listed above to the best of his ability as the evaluation of tenders and the eventual contract will be based on the information provided by the Tenderer. Failure of a Tenderer to complete the schedules and forms to the satisfaction of the Employer may lead to rejection on the grounds that the tender is not responsive.

**T2.3 SUMMARISED DOCUMENTS REQUIRED FOR TENDER RESPONSIVENESS
(Mandatory) (Mandatory)**

1. Municipal account for the business and directors not in arrears for more than 90 days or municipal account from private provider or statement of account from the landlord with the valid lease agreement.
2. Company registration certificate
3. Valid CIDB Registration confirmation
5. Completed and signed Form of Offer and Acceptance
6. Certified ID Copies of Owners/Directors/Shareholders
7. All pages signed, initialled, and completed.
8. Compliant CSD summary
9. Authority for Signatory on company letterhead
10. Letter of Good Standing with the Compensation for Occupational Injuries and Diseases
11. Proof of purchase of the tender document
13. Joint venture (JV) agreement if applicable
14. Compulsory Enterprise questionnaires (MBD Forms)
15. Compulsory briefing certificate
16. Letter of intent from a registered financial institution as guarantor in the amount of 10% for surety

NB. Failure to adhere to the above conditions will lead to automatic disqualification.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

A. CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

This is to certify that (*Tenderer*)

of (*address*)

.....
was represented by the person(s) named below at the compulsory clarification meeting held for all Tenderers **Moretele Local Municipality, 4065 B, Mathibestad, Makapanstad 0404. (Refer to the Clarification Meeting Venue Plan in Section T1.1)**

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

Particulars of the person attending the meeting:

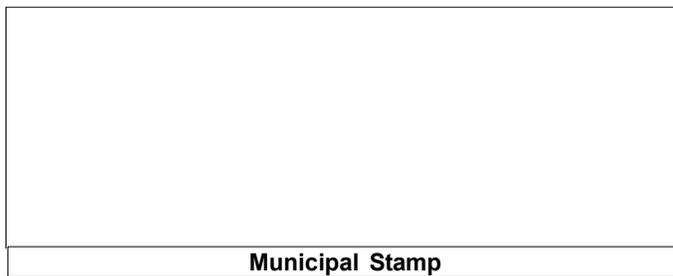
Name: Signature:

Capacity:

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

Name: Signature:

Capacity: Date and Time:



Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

B. RECORD OF ADDENDA TO TENDER DOCUMENTS

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

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Please attach all Addenda to this page

SIGNATURE:

DATE:

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

C. CERTIFICATE OF AUTHORITY

The Tenderer must indicate the enterprise status by ticking the appropriate box hereunder.

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

The Tenderer must complete the relevant certificate/s set out hereafter or must provide a certificate authorising the signatory on behalf of the enterprise(s).

(I) CERTIFICATE FOR SOLE PROPRIETOR

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

Specimen Signature of Sole Owner:

Date:

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

(II) CERTIFICATE FOR CLOSE CORPORATION

I / We, the undersigned, being the key members in the business trading as.....
..... Hereby authorise Mr/Ms....., acting in
the capacity of....., to sign all documents in connection
with the tender for Contract No.....and any contract resulting from it on our
behalf.

Signatures of Members:

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.

Specimen Signature of Signatory:

Date:

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

(III) CERTIFICATE FOR PARTNERSHIP

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

.....

hereby authorise Mr/Ms

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

tender for Contract Noand 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 partners upon whom rests the direction of the affairs of the Partnership as a whole.*

Specimen Signature of Signatory:

Date:

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

(IV) CERTIFICATE FOR COMPANY

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

of....., hereby confirm that by resolution of the Board

(copy attached) taken on 20.....,

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

....., was authorised to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

Signature of Chairman:

Specimen Signature of Signatory:

Date:

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

(V) CERTIFICATE FOR JOINT VENTURE

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

Mr/Ms.....authorized signatory of the company,.....

acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract No MLM/W13/SW/P1/24-25

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

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

NAME OF FIRM	ADDRESS	AUTHORIZING SIGNATURE NAME AND CAPACITY
Lead Partner		

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

D. COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished:

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.			
Section 1: Name of enterprise:			
Section 2: VAT registration number, if any:			
Section 3: CIDB registration number, if any:			
Section 4: CSD number:			
Section 5: Particulars of sole proprietors and partners in partnerships:			
Name*	Identity number*	Personal income tax number*	
* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners			
Section 6: Particulars of companies and close corporations			
Company registration number:			
Close corporation number:			
Tax reference number:			
Section 7: SBD4 issued by National Treasury must be completed for each tender and be attached as a tenderrequirement.			
Section 8: SBD 6 issued by National Treasury must be completed for each tender and be attached as a tenderrequirement.			
Section 9: SBD8 issued by National Treasury must be completed for each tender and be attached as a tenderrequirement.			
Section 10: SBD9 issued by National Treasury must be completed for each tender and be attached as a tenderrequirement.			
The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:			
i) authorizes the Employer to verify the tenderers tax clearance status from the South African Revenue Services that it is 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; and			
v) 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	
<i>Enterprise Name</i>			

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

E. PLANT AND EQUIPMENT

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

(a) **Details of major plant and equipment owned by me / us and immediately available for this contract:**

DESCRIPTION (type, size, capacity, etc.)	QUANTITY	YEAR OF MANUFACTURE

Attach additional pages if more space is required

(b) **Details of major plant and equipment that will be hired or acquired for this contract if my / our tender is accepted:**

DESCRIPTION (type, size, capacity, etc.)	QUANTITY	HOW ACQUIRED	
		HIRE/ BUY	SOURCE

Attach additional pages if more space is required

The Tenderer undertakes to bring onto site without additional cost to the Employer any additional plant not listed but which may be necessary to complete the contract within the specified contract period.

SIGNATURE:

DATE:

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

H. KEY PERSONNEL

The Tenderer must insert in the spaces provided below a list of the key personnel to be employed in the construction of the Works together with a resumé of their experience with particular reference to the construction of similar Works.

The Tenderer shall attach the curriculum vitae of the listed key personnel to the next page.

DESIGNATION	NAMES	PROJECT TYPE	VALUE OF WORK	YEAR COMPLETED
Contract Manager. Proof of registration with BScEng or BTechEng,				
Qualified Site Agent or Supervisor with NQF 5 in Civil Eng – Road construction				
Qualified Foreman with NQF 3 in Civil Eng – Road construction				
Safety / SHEQ Officer. Proof of Safety Health and Environmental Qualification and experience				
Qualified and experienced Surveyor Technologist or Technician. – road construction				

Attach additional pages if more space is required

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

DATE:

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

A. EVALUATION SCHEDULE: EXPERIENCE ON PREVIOUS PROJECT REFERENCES

FORM 1. EXPERIENCE ON PREVIOUS PROJECT REFERENCES: FOR RECOMMENDATION PURPOSES

The following is to be completed by the Client and are to be supported in each case accompanied by a (i) Signed Appointment Letter; (ii) Completion Certificate (iii) Signed and Stamped Reference (in the form issued to the tenderer)

PROJECT NAME 1:

Type of Project, e.g.: (Municipal infrastructure, such as Roads, Water, Sanitation, etc.)

Name of Client:.....

Name of the Contractor:

Tender Amount (VAT included)

Name of Project and Description:

Contract Duration:

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
Very Good	5	
Good	4	
Fair	3	
Poor	2	
Not Acceptable	0	

Any other remarks considered necessary to assist in the evaluation of the Service Provider?.....
.....
.....

Client Contact Person: Telephone:

I hereby declare that to the best of my knowledge, the information completed above is true and correct and I understand that I will be held responsible for any misrepresentation.

Client Signature:..... Date:.....

CLIENT STAMP

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

A. EVALUATION SCHEDULE: EXPERIENCE ON PREVIOUS PROJECT REFERENCES

FORM 1. EXPERIENCE ON PREVIOUS PROJECT REFERENCES: FOR RECOMMENDATION PURPOSES

The following is to be completed by the Client and are to be supported in each case accompanied by a (i) Signed Appointment Letter; (ii) Completion Certificate (iii) Signed and Stamped Reference (in the form issued to the tenderer)

PROJECT NAME 1:

Type of Project, e.g.: (Municipal infrastructure, such as Roads, Water, Sanitation, etc.)

Name of Client:.....

Name of the Contractor:

Tender Amount (VAT included)

Name of Project and Description:

Contract Duration:

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
Very Good	5	
Good	4	
Fair	3	
Poor	2	
Not Acceptable	0	

Any other remarks considered necessary to assist in the evaluation of the Service Provider?.....
.....
.....

Client Contact Person: Telephone:

I hereby declare that to the best of my knowledge, the information completed above is true and correct and I understand that I will be held responsible for any misrepresentation.

Client Signature:..... Date:.....

CLIENT STAMP

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

FORM 2. EXPERIENCE ON PREVIOUS PROJECT REFERENCES: FOR RECOMMENDATION PURPOSES

The following is to be completed by the Client and are to be supported in each case accompanied by a (i) Signed Appointment Letter; (ii) Completion Certificate (iii) Signed and Stamped Reference (in the form issued to the tenderer)

PROJECT NAME 2:

Type of Project, e.g.: (Municipal infrastructure, such as Roads, Water, Sanitation, etc.)

Name of Client:.....

Name of the Contractor:

Tender Amount (VAT included)

Name of Project and Description:

Contract Duration:

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
Very Good	5	
Good	4	
Fair	3	
Poor	2	
Not Acceptable	0	

Any other remarks considered necessary to assist in the evaluation of the Service Provider?.....
.....
.....

Client Contact Person: Telephone:

I hereby declare that to the best of my knowledge, the information completed above is true and correct and I understand that I will be held responsible for any misrepresentation.

Client Signature:..... Date:.....

CLIENT STAMP

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

FORM 3. EXPERIENCE ON PREVIOUS PROJECT REFERENCES: FOR RECOMMENDATION PURPOSES

The following is to be completed by the Client and are to be supported in each case accompanied by a (i) Signed Appointment Letter; (ii) Completion Certificate (iii) Signed and Stamped Reference (in the form issued to the tenderer)

PROJECT NAME 3:

Type of Project, e.g.: (Municipal infrastructure, such as Roads, Water, Sanitation, etc.)

Name of Client:.....

Name of the Contractor:

Tender Amount (VAT included)

Name of Project and Description:

Contract Duration:

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
Very Good	5	
Good	4	
Fair	3	
Poor	2	
Not Acceptable	0	

Any other remarks considered necessary to assist in the evaluation of the Service Provider?.....

Client Contact Person: Telephone:

I hereby declare that to the best of my knowledge, the information completed above is true and correct and I understand that I will be held responsible for any misrepresentation.

Client Signature:..... Date:.....

CLIENT STAMP

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

FORM 4. EXPERIENCE ON PREVIOUS PROJECT REFERENCES: FOR RECOMMENDATION PURPOSES

The following is to be completed by the Client and are to be supported in each case accompanied by a (i) Signed Appointment Letter; (ii) Completion Certificate (iii) Signed and Stamped Reference (in the form issued to the tenderer)

PROJECT NAME 4:

Type of Project, e.g.: (Municipal infrastructure, such as Roads, Water, Sanitation, etc.)

Name of Client:.....

Name of the Contractor:

Tender Amount (VAT included)

Name of Project and Description:

Contract Duration:

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
Very Good	5	
Good	4	
Fair	3	
Poor	2	
Not Acceptable	0	

Any other remarks considered necessary to assist in the evaluation of the Service Provider?.....
.....
.....

Client Contact Person: Telephone:

I hereby declare that to the best of my knowledge, the information completed above is true and correct and I understand that I will be held responsible for any misrepresentation.

Client Signature:..... Date:.....

CLIENT STAMP

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

FORM 5. EXPERIENCE ON PREVIOUS PROJECT REFERENCES: FOR RECOMMENDATION PURPOSES

The following is to be completed by the Client and are to be supported in each case accompanied by a (i) Signed Appointment Letter; (ii) Completion Certificate (iii) Signed and Stamped Reference (in the form issued to the tenderer)

PROJECT NAME 5:

Type of Project, e.g.: (Municipal infrastructure, such as Roads, Water, Sanitation, etc.)

Name of Client:

Name of the Contractor:

Tender Amount (VAT included)

Name of Project and Description:

Contract Duration:

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
Very Good	5	
Good	4	
Fair	3	
Poor	2	
Not Acceptable	0	

Any other remarks considered necessary to assist in the evaluation of the Service Provider?.....
.....
.....

Client Contact Person: Telephone:

I hereby declare that to the best of my knowledge, the information completed above is true and correct and I understand that I will be held responsible for any misrepresentation.

Client Signature:..... Date:.....

CLIENT STAMP

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

FORM 6. EXPERIENCE ON PREVIOUS PROJECT REFERENCES: FOR RECOMMENDATION PURPOSES

The following is to be completed by the Client and are to be supported in each case accompanied by a (i) Signed Appointment Letter; (ii) Completion Certificate (iii) Signed and Stamped Reference (in the form issued to the tenderer)

PROJECT NAME 6:

Type of Project, e.g.: (Municipal infrastructure, such as Roads, Water, Sanitation, etc.)

Name of Client:.....

Name of the Contractor:

Tender Amount (VAT included)

Name of Project and Description:

Contract Duration:

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
Very Good	5	
Good	4	
Fair	3	
Poor	2	
Not Acceptable	0	

Any other remarks considered necessary to assist in the evaluation of the Service Provider?.....
.....
.....

Client Contact Person: Telephone:

I hereby declare that to the best of my knowledge, the information completed above is true and correct and I understand that I will be held responsible for any misrepresentation.

Client Signature:..... Date:.....

CLIENT STAMP

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

C. CONTRACTOR'S HEALTH AND SAFETY DECLARATION

In terms of Clause 5(1)(h) of the OHS Act 1993 Construction Regulations 2014 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHS Act 1993 Construction Regulations 2014.

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

Declaration by Tenderer

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHS Act 1993 Construction Regulations 2014.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I propose to achieve compliance with the Regulations by one of the following:
 - (a) From my own competent resources as detailed in 4(a) hereafter:*Yes / No
 - (b) From my own resources still to be appointed or trained until competency is achieved, as detailed in 4(b) hereafter:.....*Yes / No
 - (c) From outside sources by appointment of competent specialist subcontractors as detailed in 4(c) hereafter:*Yes / No

(* = delete whatever is not applicable)

4. Details of resources I propose:

Note: Competent resources shall include safety personnel such as the construction manager, construction health and safety officer and construction supervisor as defined in Regulation 8, and competent persons as defined in the OHS Act 1993 Construction Regulations 2014, as applicable to this contract.

- (a) Details of the competent and qualified key persons from my company's own resources, who will form part of the contract team:

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

(b) Details of training of persons from my company's own resources (or to be hired) who still have to be trained to achieve the necessary competency:

(i) By whom will training be provided?

(ii) When will training be undertaken?

(iii) List the positions to be filled by persons to be trained or hired:

.....

.....

(c) Details of competent resources to be appointed as subcontractors if competent persons cannot be supplied from own company:

Name of proposed subcontractor:

Qualifications or details of competency of the subcontractor:

.....

.....

5. I hereby undertake, if my tender is accepted, to provide, before commencement of the works under the contract, a suitable, sufficiently documented and coherent site specific Health and Safety Plan in accordance with Regulation 7(1)(a) of the Construction Regulations, which plan shall be subject to approval by the Employer.
6. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Health and Safety Specifications as well as the OHS 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.
7. I hereby confirm that adequate provision has been made in my tendered rates and prices in the schedule of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHS 1993 Construction Regulations 2014, and that I will be liable for any penalties that may be applied in terms of the said Regulations (Regulation 33) for failure on the Contractor's part to comply with the provisions of the Act and the Regulations.
8. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHS 1993 Construction Regulations 2014 and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.

SIGNATURE:

DATE:

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

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

D. TENDERER'S BEE VERIFICATION CERTIFICATE

Notes to tenderer:

1. The tenderer shall attach to this form a valid original or original certified copy of the BBBEE verification certificate issued by SANAS in accordance with the Construction Sector Codes of Practice promulgated in Gazette 32305 on 5 June 2009 subject to such certificate having been issued before 17 February 2016, alternatively submit the B-BBEE verification certificate issued in accordance with the revised Notice of Clarification published in Notice 444 of 2015 of Government Gazette No.38799 on 15 May 2015 by the Department of Trade and Industry.
2. A Sworn Affidavit signed and stamped by commissioner of oath
3. In the event of a joint venture (JV), a consolidated B-BBEE verification certificate in the name of the JV shall be attached.
4. The attached verification certificate and the associated assessment report shall identify:
 - a. The name and domicilium citandi et executandi of the tenderer.
 - b. The registration and VAT number of the tenderer.
 - c. The dates of granting of the B-BBEE score and the period of validity.
 - d. The expiry date of the verification certificate.
 - e. A unique identification number.
 - f. The standard and/or normative document, including the issue and/or revision used to evaluate the tenderer.
 - g. The name and/or mark/logo of the B-BBEE verification agency or registered auditor.
 - h. The category (Generic, QSE, Exempt) in which the tenderer has been measured.
 - i. The B-BBEE status level.
 - j. The South African National Accreditation System (SANAS) or Independent Regulatory Board of Auditors (IRBA) logo on the verification certificate once verification agencies have been accredited.
 - k. The B-BBEE procurement recognition level.
 - l. The score achieved per B-BBEE element.
 - m. The % black shareholding.
 - n. The % black women shareholding.
 - o. The % black persons with disabilities
 - p. The value added status of the tenderer.
5. The Employer will not be responsible to acquire data that it needs for its own reporting systems and which may not form part of a verification agency's standard certificate format

The tenderer, at its own cost, must acquire any missing specified data listed in 3 above from its selected verification agency or registered auditor and have it recorded on the certificate. Alternatively, such missing data must be supplied separately, but certified as correct by the same verification agency or registered auditor and also attached to this form. Failure to abide by this requirement will result in such tenderer scoring zero preference.

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

F. TENDERER'S PARTICIPATION IN JOB CREATION USING LOCAL LABOUR

The Contractor shall be required to participate in job creation (employment of local labour) by executing various portions of the Works using local labour, recruited through a process as agreed with Moretele Local Municipality Project Manager, from within the local community in the vicinity of the project.

The creation of one job shall mean the employment, for any period of time, of one unskilled labourer from the local community who is a South African Citizen with his/her own unique South African identity document. Proof of citizenship may be audited during the contract period.

The Tenderer shall note the requirements for Job Creation Reporting for EPWP as set out by Government. Requirements of the Expanded Public Works Programme (EPWP) of the project specifications.

The minimum number of jobs to be created using local unskilled labour shall be as set out in the table below.

In order for an offer to be considered responsive, the Tenderer shall complete the table below by indicating the minimum number of jobs that he/she intends to create in terms of job creation participation during the contract period, and this number shall not be less than the minimum stated in the table.

TENDERER'S DECLARATION WITH RESPECT TO PARTICIPATION IN JOB CREATION USING LOCAL LABOUR:

I/We hereby tender to participate in job creation through the employment of local labour by creating the following number of jobs using unskilled labour recruited from the local community:

Labour category	Minimum number of jobs to be created	Tenderer's number of jobs to be created
Unskilled labour	10	

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the Tenderer, confirms that he/she understands the conditions for such participation and confirms that the tender satisfies the conditions for participation in job creation through the employment of local labour.

Name:

Duly authorized to sign on behalf of:

SIGNATURE:

DATE:

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

G. TENDERER'S BANKING DETAILS

The tenderer shall attach to this form a letter from the bank at which he declares he conducts his account. The contents of the bank's letter shall include the information requested in (a) to (e) below, and shall in addition state the credit rating that the bank accords the tenderer for the business envisaged by this tender. Failure to provide the required letter with the tender submission may render the tenderer's offer unresponsive in terms of subclause F.3.8 of the Conditions of Tender.

In addition to attaching the aforementioned letter from the bank, the tenderer shall also on this Form N complete the banking details required in (a) to (e) below.

In the event that the tenderer is a joint venture enterprise, details for all the members of the joint venture shall similarly be provided and attached to this Form N.

- (a) Name of account holder:
- (b) Account number:
- (c) Bank name:
- (d) Branch number:.....
- (e) Bank rating (include confirmation from bank or financial institution):
- (f) Bank and branch contact details:
-
-
-
-
-

SIGNATURE:

DATE:

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

H. MUNICIPAL ACCOUNT FOR THE BUSINESS AND DIRECTOR (S) NOT OWING FOR MORE THAN 90 DAYS OR MUNICIPAL ACCOUNT OF FROM PRIVATE PROVIDER OR STATEMENT OF ACCOUNT FROM THE LANDLORDS WITH VALID LEASE AGREEMENT

Submit the following:

Up to date Municipal Account not older than three (3) months and not over three (3) months in arrears for the Entity / Proof that acknowledgements or arrangements have been made to settle arrears / Affidavit stating why an up-to-date municipal account cannot be submitted/ statement of account from the landlords with a valid lease agreement.

Up to date Municipal Account not older than three (3) months and not over three (3) months in arrears for the Director (s) or Member (s) / Proof that acknowledgements or arrangements have been made to settle arrears / Affidavit stating why an up-to-date municipal account cannot be submitted/ statement of account from the landlords with a valid lease agreement.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

I. CONTRACTOR'S CERTIFICATE OF REGISTRATION WITH CIDB

Attached hereto is my/ our Contractor's Certificate of Registration with CIDB. My failure to submit the certificate with my/our tender document will lead to the conclusion that I am/we are not registered with the CIDB and therefore not eligible to tender.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

J. PROOF OF REGISTRATION OF THE BIDDER

- Natural persons - certified copy of ID document/ passport
- Partnership - a copy of Partnership Agreement plus IDs of all partners
- Company- certified CM29
- Company - certified CM29 and certified copy of ID document/ passport
- Close Corporation- Certified copy of CK1 and/or CK2C and certified copy of ID document/ passport
- Trust- letter of appointment from the Master of the High Court of SA and deed of trust
- JV/Consortium- JV/Consortium Agreement plus CIPC and/or certified copies of ID documents of all JV/Consortium partners

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

K. CSD SUMMARY REPORT

(Important note to Tenderer: Proof of Central Supplier Data Base registration (CSD))

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

**L. LETTER OF GOOD STANDING WITH THE COMPENSATION FOR OCCUPATIONAL
INJURIES AND DISEASES**

(Important note to Tenderer: Certificates of good standing with the Compensation Commissioner must be inserted here)

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

M. MBD 4: DECLARATION OF INTEREST

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 completed and submitted with the bid.**

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.

.....

¹MSCM Regulations: "in the service of the state" means to be –

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

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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.....
.....

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? **YES / NO**

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.

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **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 shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. **YES / NO**

3.14.1 If yes, furnish particulars:
.....
.....

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Name of Bidder

.....
Capacity of Signatory

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

N. MBD5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

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

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

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

.....
.....

2. Do you have any outstanding undisputed commitments for Municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days? YES / NO

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

2.2 If yes, provider particulars.

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

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

3.1 If yes, furnish particulars

.....
.....

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

4.1 If yes, furnish the particulars YES / NO

.....
.....

SIGNATURE:

DATE:

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

**O. MBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2022**

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

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

1. GENERAL CONDITIONS

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

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

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

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) Either the 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

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

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

(a) **“tender”** means a written offer in the form determined by an organ of state in response to an

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20	or	90/10
$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$	or	$P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{max} = Price of highest acceptable tender

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
HDI's (Who had no franchise on national elections before the 1983 and 1993 constitution) / black ownership	--	5	--	
Points for 51% Women's Equity	--	5	--	
Points for black person with Disability	--	2.5	--	
Points for 51% owned Youth firm	--	5	--	
Points for Locality (Contractors domiciled in the North West Province)	--	2.5	--	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

4.3. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

P. MBD 7.2: CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to **Moretele Local Municipality** in accordance with the requirements and task directives/proposals specifications stipulated in **Bid Number MLM/W13/SW/P1/24-25** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1
2
DATE:

Employer Witness 1 Witness 2 Contractor Witness 1 Witness 2

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as
 accept your bid under reference number dated for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

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

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Q. MBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

R. MBD9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Standard Bidding Document (MBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that 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:

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying tender:

**MLM/W13/SW/P1/24-25
CAROUSEL VIEW STORMWATER PHASE 1**

.....
(Tender Number and Description)

in response to the invitation for the tender made by:

Moretele Local Municipality

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

I certify, on behalf of:..... that:
(Name of Tenderer)

I have read and I understand the contents of this Certificate;
I understand that the accompanying tender will be disqualified if this Certificate is found not to be true and complete in every respect;
I am authorized by the tenderer to sign this Certificate, and to submit the accompanying tender, on behalf of the tenderer;
Each person whose signature appears on the accompanying tender has been authorized by the tenderer to determine the terms of and to sign the tender, on behalf of the tenderer.

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

- (a) has been requested to submit a tender in response to this tender invitation;
- (b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
- (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer.

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

In particular, without limiting the generality of the preceding paragraphs above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- (a) prices;
- (b) geographical area where the products or services will be rendered (market allocation);
- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not submit a tender;
- (e) the submission of a tender which does not meet the specifications and conditions of the tender;

or

- (f) tendering with the intention not to win the tender.

In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this tender invitation relates.

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and/or such tenderers 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

.....
Full name of Signatory

.....
Capacity of Signatory

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

CONTRACT

- C1: AGREEMENTS AND CONTRACT DATA**
- C2: PRICING DATA**
- C3: SCOPE OF WORK**
- C4: SITE INFORMATION**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

CONTRACT

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Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

C1: AGREEMENTS AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE

A. OFFER

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

Tender No. MLM/W13/SW/P1/2024-25: CAROUSEL VIEW STORMWATER PHASE 1

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

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

The offered total of the prices inclusive of Value Added Tax is:

Amount in Words.....
.....
.....

R..... (in figures)

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

Signature: (of person authorised to sign the tender):

Name: (of signatory in capitals):

Capacity: (of Signatory):

Name of Tenderer: (organisation):

Address:

Telephone number: Fax number:

Witness:

Signature:

Name: (in capitals):

Date:

[Failure of a Tenderer to sign this form will invalidate the tender]

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

B. ACCEPTANCE

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

The terms of the contract are contained in

- Part 1 Agreements and Contract Data (which includes this Agreement)
- Part 2 Pricing Data, including the Schedule of Quantities
- Part 3 Scope of Work
- Part 4 Site Information

and the schedules, forms, drawings, and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representatives of both parties.

The Tenderer shall deliver the Guarantee in terms of Clause 6.2.1 of the General Conditions of Contract 2015 within the period stated in the Contract Data, and he shall, immediately 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 other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data, within 14 days of the date on which this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

Signature:
Name: *(in capitals)*
Capacity:
Name of Employer (organisation)
Address:
.....

Witness: Signature: **Name:**

Date:

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

C. SCHEDULE OF DEVIATIONS

The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Tender Data and the Conditions of Tender.

A Tenderer's covering letter will not necessarily be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreement reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.

Any change or addition to the tender documents arising from the above agreement and recorded here shall also be incorporated into the final draft of the Contract.

- 1. **Subject:**
Details:

- 2. **Subject:**
Details:

- 3. **Subject:**
Details:

- 4. **Subject:**
Details:

- 5. **Subject:**
Details:

- 6. **Subject:**
Details:

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

FOR THE TENDERER:

Signature:
Name:
Capacity:
Tenderer: *(Name and address of organisation)*

Witness:
Signature:
Name:
Date:

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

FOR THE EMPLOYER:

Signature:

Name:

Capacity:

Employer: *(Name and address of organisation)*

Witness:

Signature:

Name:

Date:

CONFIRMATION OF RECEIPT

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

the (day)

of (month)

20..... (year)

at (place)

FOR THE CONTRACTOR:

Signature:

Name:

Capacity:

SIGNATURE AND NAME OF WITNESS:

Signature:

Name:

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

C1.2: CONTRACT DATA

C1.2.1: CONDITIONS OF CONTRACT

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Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

C1.2.1 CONDITIONS OF CONTRACT

C1.2.1.1 GENERAL CONDITIONS OF CONTRACT

This Contract will be based on the "General Conditions of Contract for Construction Works, Third Edition, 2015", issued by the South African Institution of Civil Engineering (abbreviated title: "GCC 2015").

It is agreed that the only variations from the GCC 2015 are those set out hereafter under "C1.2.1.2 SPECIAL CONDITIONS OF CONTRACT".

C1.2.1.2 SPECIAL CONDITIONS OF CONTRACT

C1.2.1.2.1 GENERAL

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

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

C1.2.1.2.2 AMENDMENTS TO THE GCC 2015

SCC 1.1 Definitions

Add the following to the end of subclause 1.1:

"1.1.1.35 "Target Enterprise" means an enterprise as defined in Part E: Small Contractor Development of section C3.3 Particular Specifications in Part C3: Scope of works."

SCC 4.1.1 Extent of Contractor's obligations

Add the following new paragraph to the end of subclause 4.1.1:

"If the contractor fails to achieve the monetary value of the target set by the Employer for contract participation by Targeted Enterprise in terms of Part E: Small Contractor Development of Section C3.3 Particular Specifications in Part C3: Scope of Works, the Contractor shall be liable to the employer for a sum calculated in accordance with the Contract Data and the aforementioned Scope of Works as a penalty for such underachievement."

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

SCC 6.8.2 Application of Contract Price Adjustment Factor

Add the following to the end of subclause 6.8.2:

“Referring to the “CONTRACT PRICE ADJUSTMENT SCHEDULE” on page 72 of the GCC 2015, delete the four consecutive paragraphs describing the symbols “L”, “P”, “M” and “F” respectively, and replace them with the following:

“L” is the “Labour Index” and shall be the Consumer Price Index for the province and applicable area as stated in the Contract Data, and as published in Table 14 of the “Additional tables” of the Statistical release P0141 of Statistics South Africa.

“P” is the “Plant Index” and shall be the Producer Price Index for “Plant or similar” as published in Table 4 of the Statistical release P0151 of Statistics South Africa.

“M” is the “Materials Index” and shall be the Producer Price Index for “Electrical material or similar” industry as published in Table 3 of the Statistical release P0151 of Statistics South Africa.

“F” is the “Fuel Index” and shall be the Producer Price Index for “Diesel fuel” as published in Table 4 of the Statistical release P0151 of Statistics South Africa.”

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

i C1.2.2: CONTRACT DATA (Applicable to this contract)

PART A: DATA PROVIDED BY THE EMPLOYER

CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works (2015) 3rd Edition, published by the South African Institution of Civil Engineering, is applicable to this Contract.

The General Conditions of Contract are not bound into this document but are available at the Contractor's expense. Each party to the contract shall purchase its own copy of the GCC 2015, available from South African Institution of Civil Engineering

Private Bag X200
 Halfway House, 1685
 South Africa
 Tel: 27(0) 11 805 5947 /48 /53

Each item of data below is cross-referenced to the clause in the conditions of the contract to which it applies.

In terms of clause 1.1.1.8 of the General Conditions of Contract for Construction Works (2015) 3rd Edition, published by the South African Institution of Civil Engineering), the following Contact Data apply to this Contract.

The Contract Data consists of two parts. Part 1 contains information provided by the Employer, while Part 2 contains information to be provided by the Contractor.

CONTRACT SPECIFIC DATA

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

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
1.	GENERAL
	<i>Replace the contents of Clause 1.1.1.5 with the following:</i>
Clause 1.1.1.5:	The "Commencement Date" means the date on which the contractor receives written instruction from the Employer to commence with the Works. The instruction to commence with the works will not be issued later than 28 days from the date that the Agreement made in terms of the Form of Offer and Acceptance comes into effect.
Clause 1.1.1.13:	The Defects Liability Period for the Works shall be 365 days.
	<i>Add the following to the end of this definition:</i>
Clause 1.1.1.14:	This clause shall apply mutatis mutandis to any portion or phase of the Works that may be described in the Scope of Works or in the Contract Data, or agreed subsequently between the Contractor and the Employer, and committed to writing. The time for achieving Practical Completion is Four (4) months from the Commencement date, including non-working days, special non-working days, and excluding Eskom connection activities.
Clause 1.1.1.15:	Name of Employer: Moretele Local Municipality is represented by: The Municipal Manager
Clause 1.1.1.16:	Employer's Agent means any Director, Associate or Professional Engineer/ Technologist appointed generally or specifically by the management of the

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
	<p>Employer to fulfil the functions of the Employer's Agent in terms of the Conditions of the Contract.</p> <p>Name of Employer's Agent: R Raphalalani, Pr-Tech Eng, of Nemorango Consulting Engineers (SA) (Pty) Ltd</p>
<p>Clause 1.2.1.2:</p>	<p>Address of Employer's Agent:</p> <p>Block D 1st Floor Botteklapper Street, Die Wilgers x 60, PRETORIA, 0001 City of Tshwane</p>
<p>Clause 1.1.1.26</p>	<p>The Pricing Strategy is Re-measurement Contract</p>
<p>Clause 1.2.1</p>	<p><i>Add the following to the clause:</i></p> <p>1.2.1.3 Sent by facsimile, electronic, or any like communication irrespective of it being during office hours or otherwise.</p> <p>1.2.1.4 Posted to the Contractor's address and delivered by the postal authorities.</p> <p>1.2.1.5 Delivered by a courier service and signed for by the recipient or his representative.</p>
<p>Clause 1.2.1.2:</p>	<p>The address of the Employer is:</p> <p>Moretele Local Municipality 4065 B, Mathibestad, Makapanstad 0404</p> <p>Private Bag X 367 Makapanstad 0404</p>
<p>Clause 1.3.6:</p>	<p><i>Add the following new Clause:</i></p> <p>The copyright in all documents, drawings and records (prepared by the Employer's Agent) related in any manner to the Works shall vest in the Employer or the Employer's Agent or both (according to the dictates of the Contract that has been entered into by the Employer's Agent and the Employer for the Works), and the Contractor shall not furnish any information in connection with the Works to any person or organisation without the prior approval of the Employer to this effect.</p>
<p>Clause 3.1.3:</p>	<p>The Engineer (Employer's Agent) is, in terms of his appointment by the Employer for the design and administration of the Works included in the Contract, required to obtain the specific approval of the Employer for the execution of the following duties:</p> <p>3.1.3.1 The issuing of an order to suspend the progress of the Works, the extra cost resulting from which order 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 5.12 of these conditions.</p> <p>3.1.3.2 The issuing of an instruction or order to vary the nature or quantity of the Works in terms of Clause 6.3, the estimated effect of which will be to increase the Contract Price by an amount exceeding R50 000, the evaluation of all variation orders in terms of Clause 6.4 and the adjustment of the sum(s) tendered for General Items in terms of Clause 6.11.</p> <p>3.1.3.3 The approval of any claim submitted by the Contractor in terms of Clause 10.1.</p>

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
<p>4.</p> <p>Clause 4.1.1 as modified by SCC 4.1.1</p>	<p>CONTRACTOR'S GENERAL OBLIGATIONS</p> <p>The penalty for failing to achieve the monetary value of the target set by the Employer for contract participation by Targeted Enterprise in terms of Part E: Small Contractor Development of section C3.3 Particular Specifications in Part C3: Scope of Works, is 10% of the monetary value by which the achieved monetary value falls short of the target monetary value.</p>
<p>Clause 4.1.2:</p>	<p><i>Add the following to the clause:</i></p> <p>The Contractor shall provide the following to the Engineer (Employer's Agent) for retention by the Employer or his assignee in respect of all works designed by the Contractor:</p> <p>4.1.2.1 a Certificate of Stability of the Works signed by a registered Professional Engineer/ Technologist confirming that all such works have been designed in accordance with the appropriate codes of practice.</p> <p>4.1.2.2 proof of registration and of adequate and current professional indemnity insurance cover held by the designer(s).</p> <p>4.1.2.3 design calculations should the Employer's Agent request a copy thereof.</p> <p>4.1.2.4 engineering drawings and workshop details (both signed by the relevant professional engineer/ technologist), in order to allow the Employer's Agent to compare the design with the specified requirements and to record any comments he may have with respect thereto.</p> <p>4.1.2.5 "As-Built" drawings in dwg, dgn or dxf electronic format after completion of the Works.</p> <p>The Contractor shall be responsible for the design of the Temporary Works.</p>
<p>Clause 4.3.3:</p>	<p><i>Add the following new clause:</i></p> <p>The Contractor shall comply with the Occupational Health and Safety Specification prepared by the Employer in terms of the Construction Regulations, 2003 promulgated in terms of Section 43 of the Occupational Health and Safety Act (Act No. 85 of 1993).</p> <p>Without limiting the Contractor's obligations in terms of the Contract, the Contractor shall before commencement of the Works or any part thereof, be in the possession of an approved Health and Safety Plan.</p> <p>The Contractor shall submit an approved Health and Safety Plan to the Employer's Agent within 14 days from the date that the Agreement made in terms of the Form of Offer and Acceptance comes into effect.</p>
<p>Clause 4.3.4:</p>	<p><i>Add the following new clause:</i></p> <p>Contractor's liability as mandatory</p> <p>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, 2003, 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.</p>

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
Clause 4.3.5:	<p><i>Add the following new clause:</i></p> <p>Contractor to notify Employer</p> <p>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.</p>
Clause 4.3.6:	<p><i>Add the following new clause:</i></p> <p>Contractor's Designer</p> <p>The Contractor and his designer shall accept full responsibility and liability to comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2003 for the design of the Temporary Works and those part of the Permanent Works which the Contractor is responsible to design in terms of the Contract.</p>
Clause 4.3.7:	<p><i>Add the following new clause:</i></p> <p>The Ministerial Determination 4, Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour as amended, shall apply to works described in the Scope of Work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.</p>
Clause 4.10.3:	<p><i>Add the following new clause:</i></p> <p>The Contractor shall use local labour in accordance with the requirements contained within the Scope of Work.</p>
Clause 5.3.1:	<p><i>Add the following:</i></p> <p>The Contractor shall commence executing the Works within 28 days of the Commencement Date.</p> <p>The documents required before commencement with Works execution are:</p> <ul style="list-style-type: none"> • Health and Safety Plan (Refer to Clause 4.3) • Initial Programme (Refer to Clause 5.6) • A detailed cash flow forecast (Refer to Clause 5.6.2.6) • Security (Refer to Clause 6.2) • Insurance (Refer to Clause 8.6) • Form C1.4 'Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993' to be signed by the Contractor and the Employer (refer to Clause 4.3 of the GCC 2015 and to paragraph E9. Contractor's Responsibilities in Part E of C3.3 Particular Specifications in the project specifications).
Clause 5.3.2:	<p><i>Add the following:</i></p> <p>The time to submit the documentation required (Refer to Clause 5.3.1) before commencement with Works execution is 14 days.</p>
Clause 5.4.2:	<p>The access and possession of Site shall not be exclusive to the Contractor but as set out in the Scope or Works and/or Site information.</p>
Clause 5.6.1:	<p><i>Add the following to the clause:</i></p>

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
	<p>In this regard the Contractor shall have regard for the phases and sub-phases (if applicable) for the Development, which shall also be the order in which the Permanent Works shall be constructed, unless otherwise agreed between the parties and committed to writing. If phased construction is applicable, the phases and sub-phases will be described in the Specifications and/or will be indicated on the Phasing Plan which forms part of the Drawings.</p>
<p>Clause 5.7.1:</p>	<p><i>Delete the last paragraph of the clause and replace with the following:</i></p> <p>No such instruction by the Employer's Agent to expedite progress shall be the subject of additional compensation to the Contractor unless the instruction explicitly states that the Contractor is entitled to additional compensation, and cites the amount of such compensation or the basis upon which it is to be determined.</p>
<p>Clause 5.8.1</p>	<p>The non-working days are Sundays.</p> <p>The special non-working days are the construction industry year-end break and the following statutory public holidays as declared by National Government: New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers' Day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day and the Day of Goodwill.</p> <p>The construction industry year-end break commences on the first working day after 15 December and ends on the first working day after 5 January of the following year.</p>
<p>Clause 5.12.3:</p>	<p><i>Delete the contents of the clause and insert the following:</i></p> <p>If an extension of time is granted, other than an extension resulting from abnormal rainfall in terms of Clause 5.12.5, the Contractor shall be paid such additional time-related General Items as are appropriate having regard to any other compensation which may already have been granted in respect of the circumstances concerned.</p>
<p>Clause 5.13:</p>	<p><i>Delete the contents of the clause and insert the following:</i></p> <p>5.13.1 If the Contractor fails by the Due Completion Date to complete the Works, or any specific portion thereof that is identified in the Scope of Works to the extent which entitles him in terms of Clause 5.14.2 to receive a Certificate of Practical Completion for the Works, then the Contractor shall be liable to the Employer for the sum(s) stated below as (a) penalty(ies) for every day which shall elapse between the Due Completion Date for the Works or the specific portion of the Works and the actual Date of Practical Completion of the Works or of the specific portion. The penalty for failing to complete the Works is 0,05% of the total Tender Sum per day, up to a maximum limit of twenty-five thousand rand per day.</p> <p>5.13.2 If before the issue of a Certificate of Practical Completion for the whole of the Works, or for any specific portion thereof that is identified in the Scope of Works, any further part of the Works has been:</p> <p>5.13.2.1 certified as complete in terms of a Certificate of Practical Completion; or 5.13.2.2 occupied or used by the Employer, his agents, employees or other contractors (not being employed by the Contractor); then the appropriate penalty for delay referred to in Clause 5.1.3.1 above shall be reduced by the amount which is determined by the Employer's Agent to be appropriate under the circumstances.</p> <p>5.13.3 The imposition of penalties in terms of Clause 5.13.1 shall not relieve the Contractor from his obligation to complete the Works, nor from any of his obligations and liabilities under the Contract.</p> <p>5.13.4 All penalties for which the Contractor becomes liable in terms of Clause 5.13.1 shall be accumulative. The Employer may, without prejudice to any other method of recovery, deduct the amounts of all such penalties from any monies in his possession that are or may become due to the Contractor.</p> <p>5.13.5 The imposition of any penalties in terms of Clause 5.13.1 shall not limit the right of the Employer's Agent of the Employer to act in terms of Clause 9.2.</p>


 Employer


 Witness 1


 Witness 2


 Contractor


 Witness 1


 Witness 2

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
Clause 5.13.4:	<p><i>Add the following new Clause:</i></p> <p>If the Contractor shall, without the prior written permission of the Employer's Agent, in respect of any portions of the Works which are prescribed in the Scope of Work to be executed using labour intensive construction methods, or for which the maximum size and capacity of mechanical plant and equipment is restricted in terms of the Contract:</p> <ul style="list-style-type: none"> • fail to execute such portions of the Works, or any parts thereof, utilising labour-intensive construction methods strictly in accordance with the provisions of the Contract; or • utilise in the execution of such portions of the Works, or any parts thereof, mechanical plant or equipment which is in conflict with the terms of the Contract; or • utilise in the execution of such portions of the Work, workers drawn from sources other than those allowed in terms of the Contract. <p>then the Contractor shall be liable to the Employer for the percentage stated below of the value of the Works so executed in conflict with the provisions of the relevant Scope of Work, as a penalty for non-compliance.</p> <p>The penalty for non-compliance is: 15% of the value of Works specified.</p> <p>The imposition of penalties in terms of this clause shall not relieve the Contractor from his obligation to complete the Works, nor from any of his obligations and liabilities under the Contract.</p>
Clause 5.16.3:	The Latent defect period is 10 years after the issue of the Final Approval Certificate in terms of Clause 15.6.1
Clause 6.1.1:	<p><i>Add the following to the clause:</i></p> <p>Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.</p>
Clause 6.2.1:	<p><i>Add the following to this Clause:</i></p> <p>The amount of the Surety will be 10% of the Contract Price (including Value Added Tax) at the time that the Agreement comes into effect. The guarantee shall remain valid until the issue of the Certificate or Certificates of Completion in respect of the whole of the Permanent Works. The Pro Forma Form of Guarantee bound into the General Conditions of Contract is replaced by the Form of Guarantee (Deed of Surety ship) which is included in Part C1.3 of this document.</p> <p>This approval or otherwise shall be based upon legal opinion to be provided by the Employer's Agent.</p>
Clause 6.8.2:	<p>The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values:</p> <p>The values of the coefficients for calculating the Contract Price Adjustment Factor are:</p> <ul style="list-style-type: none"> • a = 0.20 • b = 0.35 • c = 0.35 • d = 0.10

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
	<p>The "Consumer Price Index" will be as for the province of North West for the area of Moretele Local Municipality.</p> <p>The base month is the month prior to the month in which the closing date for the tender falls.</p>
Clause 6.8.3:	Price Adjustments for variations in the cost of special materials will be allowed. "The Contractor will be required to provide full details in Part 2 of the Contract Data".
Clause 6.8.4:	In line 8 delete the words "between the Employer and the Contractor".
Clause 10.1.5:	The percentage advance on materials not yet built into the Permanent Works is 80%. The percentage advance on plant not yet supplied to site is 0%.
Clause 6.10.3:	The percentage retention on the amounts due to the Contractor is 10%. The limit of retention money is 5% of the first One Million Rand plus 1.6% of the remaining amount of the tender offer excluding contract price adjustment, contingencies and VAT. A Retention Money Guarantee is permitted.
Clause 6.10.4:	In line 4 delete the word "said" and insert the word "correct".
Clause 6.10.9:	<p><i>Replace the first sentence of the clause with the following:</i></p> <p>Within 14 days after the date of final approval as stated in the Final Approval Certificate, the Contractor shall deliver to the Engineer (Employer's Agent) a final statement claiming final statement of all moneys due to him for additional work ordered by the Employer's Agent after the Certificate of Completion date (save in respect of matters in dispute, in terms of Clause 58, and not yet resolved) plus the remainder of retention monies (subject to Clause 49.5.1) retained by the Employer.</p>
Clause 8.6.1.2:	The value of materials supplied by the Employer to be included in the insurance sum is <u>nil</u> . Special Risks Insurance issued by SASRIA is required.
Clause 8.6.1.3:	The limit of indemnity for liability insurance is R5 000 000 per event, the number of events being unlimited. Liability insurance shall include a spread of fire risk.
Clause 8.6.1.1.3:	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is <u>R100 000.00</u> (one hundred thousand Rands only).
Clause 6.11.1.3:	Delete "15 %" and replace it with "25%".
Clause 10.4.2, 10.7.1:	Failing Amicable Settlement, unresolved Disputes shall be referred to Arbitration.
<p>E1003 Refer to Part C3: Scope of Works, section C3.3 Particular Specifications, Part E: Small Contractor Development</p>	<p>CONTRACT PARTICIPATION</p> <p>Requirements in terms of the Reconstruction Development Programme.</p> <p>Target Values In this contract, the minimum target value shall be as follows:</p> <ul style="list-style-type: none"> • Labour Maximisation: 5% • ABE Support: 10% • HID Supervisory staff: 10% <p>The penalties for not reaching the required target values will be calculated at 20% of the difference between the set target values and the actual target values achieved by the contractor at the completion of the works.</p> <p>No bonuses for achieving the set target values are applicable.</p>

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

C1.2.2: CONTRACT DATA (Applicable to this contract)

PART B: DATA PROVIDED BY THE CONTRACTOR

The following contract-specific data are applicable to this contract.

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE CONTRACTOR									
1.	GENERAL									
Clause 1.1.1.9:	Name of the Contractor:									
									
Clause 1.2.1.2:	The contractor's address for receipt of communication is:									
									
									
	Telephone:									
	eMail:									
Clause 37.2.2.3	The percentage allowance to cover all charges for the contractor's and subcontractor's profits, timekeeping clerical work, insurance, establishment, superintendence and the use of hand tools is %									
Clause 6.5.1.2.3	The percentage allowance on the net cost of materials actually used in the completed work is %									
6.	PAYMENT AND RELATED MATTERS									
Clause 6.8.3:	The Tenderer shall complete Table 1 below with respect to each of the special materials listed. This information shall be used to calculate the variation in cost of the special materials.									
	The rates and prices for the special materials shall be furnished by the Tenderer, which rates and prices shall not include VAT but shall include all other obligatory taxes and levies. The quoted price to be provided by the Tenderer is the ruling price on the first of the month prior to the month in which the closing date for the Tender falls.									
	ii Table 1									
	<table border="1"> <thead> <tr> <th>SPECIAL MATERIALS</th> <th>UNIT*</th> <th>RATE OR PRICE FOR THE BASE MONTH</th> </tr> </thead> <tbody> <tr> <td></td> <td>each</td> <td>.....</td> </tr> <tr> <td></td> <td>each</td> <td>.....</td> </tr> </tbody> </table>	SPECIAL MATERIALS	UNIT*	RATE OR PRICE FOR THE BASE MONTH		each		each
SPECIAL MATERIALS	UNIT*	RATE OR PRICE FOR THE BASE MONTH								
	each								
	each								
	* Indicate whether the material shall be delivered in bulk or in containers. When called upon to do so, the Contractor shall substantiate the above rates or prices with acceptable documentary evidence.									
	Signed on behalf of Tenderer:									

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Clause 6.2.1:	Type of security	Contractor's choice (Indicate "Yes" or "No")
The security to be provided by the Contractor shall be one of the following:	Cash deposit of 10 % of the Contract Sum.	
	Fixed Performance Guarantee of 10 % of the Contract Sum.	
	Retention of 10% of the value of the Works.	
	Cash deposit of 5% of the Contract Sum plus the retention of 5% of the value of the Works.	
	Fixed Performance guarantee of 5% of the Contract Sum plus the retention of 5% of the value of the Works.	

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

C1.3: PERFORMANCE GUARANTEE

PRO FORMA

iii PERFORMANCE GUARANTEE

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

GUARANTOR DETAILS AND DEFINITIONS

“Guarantor” means:

Physical address:

“Employer” means:

“Contractor” means:

“Employer’s Agent” means:

“Works” means:

“Site” means:

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

“Contract Sum” means: The accepted amount inclusive of tax of R

Amount in words:

“Guaranteed Sum” means: The maximum aggregate amount of R

Amount in words:

“Expiry Date” means:

CONTRACT DETAILS

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

PERFORMANCE GUARANTEE

1. The Guarantor’s liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor’s period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Employer’s Agent of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Employer’s Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor’s maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer’s Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor’s physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
 - 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor’s maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor’s physical address calling up this Performance Guarantee, such demand stating that:
 - 5.1 the Contract has been terminated due to the Contractor’s default and that this Performance Guarantee is called up in terms of 5; or
 - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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

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

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

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

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

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

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

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

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

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

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

C1.4: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993

THIS AGREEMENT is made between **Moretele Local Municipality** represented by **The Municipal Manager** (hereinafter called the EMPLOYER) of the one part, herein represented by:

in his capacity as:

AND:

(hereinafter called the CONTRACTOR) of the other part, herein represented by

in his capacity as:

duly authorised to sign on behalf of the Contractor.

WHEREAS the CONTRACTOR is the Mandatary of the EMPLOYER in consequence of an agreement between the CONTRACTOR and the EMPLOYER in respect of:

Tender No. MLM/W13/SW/P1/24-25: CAROUSEL VIEW STORMWATER PHASE 1

for the construction, completion and maintenance of the works;

AND WHEREAS the EMPLOYER and the CONTRACTOR have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended by OHS Act Amendment Act No 181/1993 (hereinafter referred to as the ACT);

NOW THEREFORE the parties agree as follows:

1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the EMPLOYER'S AGENT from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.
4. The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps the EMPLOYER may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus signed at..... for and on behalf of the **CONTRACTOR**
on this the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

Thus signed at..... for and on behalf of the **EMPLOYER** on this
the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

iv C1.5: RETENTION MONEY GUARANTEE

PRO FORMA

v RETENTION MONEY GUARANTEE

The Municipal Manager
Moretele Local Municipality
Private Bag X 367
Makapanstad
0404

Tender No. _____ FOR _____

ISSUED TO: the **Moretele Local Municipality**, represented by **The Municipal Manager** (Hereinafter referred to as “the Employer”)

ON BEHALF OF:..... (Hereinafter referred to as “the Contractor”)

In connection with

Tender No...... (Hereinafter referred to as “the Contract”)

WHEREAS the Employer and the Contractor have agreed that the Contractor may provide a guarantee in lieu of the whole or portion of the retention monies provided for under the Contract;

NOW THEREFORE we, the undersigned, undertake, in accordance with the following provisions, to pay the Employer such amounts as the Employer may, from time to time, demand from us.

1. Each demand by the Employer shall be in writing signed by the Employer and delivered to us at

.....
or such other address as we shall in writing notify to the Employer and shall be accompanied by a certificate complying with Clause 2, signed by the Employer’s Agent in office as such in terms of the Contract.

2. The Employer’s Agent’s certificate referred to in Clause 1 shall certify

- (a) that he is the Employer’s Agent in office as such in terms of the Contract,
- (b) that the Contractor is in breach of his obligations under the Contract, and
- (c) that the amount demanded, which amount the certificate shall specify,

(i) does not exceed the amount of retention monies which, but for this guarantee, would have been retained by the Employer in terms of the Contract at the date of the certificate, less the aggregate of the amounts of retention money actually retained by the Employer and the amounts previously paid by us to the Employer in terms hereof, and

(ii) does not exceed a genuine estimate of the cost to the Employer of having the breach referred to in paragraph (b) remedied less the aggregate of any amounts withheld by the Employer from payments due the Contractor in terms of the Contract by reason of the breach referred to, and any amount in retention money actually held by the Employer save to the extent that the same had been deducted from any previous demand in terms hereof.

3. We shall within 28 days after our receipt of a demand complying with the provisions of Clauses 1 and 2 make payment to the Employer of the amount demanded at such other address as the Employer shall in writing notify us.

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

4. Subject to compliance with the provisions thereof, our liability to make the payments herein referred to shall be unconditional and shall not be affected nor diminished by any disputes, claims or counterclaims between the Employer and the Contractor.
5. Our aggregate liability under this guarantee is limited to R
6. This guarantee shall expire on the date on which the last of the retention monies, which but for this guarantee would have been retained by the Employer, becomes payable to the Contractor.
7. This guarantee is not transferable and must be produced for endorsement if any part payment is made and must be returned to us against final payment of our aggregate liability or on the date of the expiry of the guarantee in terms of Clause 6, whichever is the earlier.

Signed in the presence of the subscribing witnesses:

At for and on behalf of

on this day of

Signature:

Capacity:

Address:

As Witnesses:

1. Name in Block Letters ...

2. Name in Block Letters .

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

vi C1.6: TRANSFER OF RIGHTS

TRANSFER OF RIGHTS AND INDEMNITY

(To be completed during construction by successful Tenderer only)

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

Tender No: For (contract title)

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

duly authorised hereto on behalf of the Contractor hereby transfer, cede and assign all the Contractor's rights, title and interest in and to the materials and goods, for which evidence of bona fide ownership is attached hereto, unto and in favour of (name of Employer)

Insofar as the Contractor retains actual control of the materials and goods, the right of ownership thereof passes to the Employer by *constitutum possessorium*.

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

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

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

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

DESCRIPTION OF ITEM	UNIT	QUANTITY	RATE	AMOUNT	SUPPLIER
TOTAL VALUE OF MATERIALS AND GOODS					

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

Witnessed by: **Date:**

NOTE: This form, together with the documentary proof of ownership or proof of payment by the Contractor to the supplier, shall accompany the Contractor's claim for payment for materials on site in terms of Clause 6.10.1.5 of the General Conditions of Contract 2015.

C2: PRICING DATA

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

C2.1 PRICING INSTRUCTIONS

1. GENERAL

The Schedule of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Documents, which include the Conditions of Tender, Conditions of Contract, the Specifications (including the Project Specifications) and the Drawings.

2. DESCRIPTION OF ITEMS IN THE SCHEDULE

The Schedule of Quantities has been drawn up generally in accordance with the relevant provisions of the Standard Specifications.

The short descriptions of the items in the Schedule of Quantities are for identification purposes only and the measurement and payment clause of the Standard Specifications and the Particular Specifications, read together with the relevant clauses of the amendments and additions contained in the Project Specifications and directives on the drawings, set out what ancillary or associated work and activities are included in the rates for the operations specified.

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

Unit: The unit of measurement for each item of work as defined in the specifications.

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

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

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

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

3. QUANTITIES REFLECTED IN THE SCHEDULE

The quantities given in the Schedule of Quantities are estimates only, and are subject to re-measure during the execution of the work. The quantities finally accepted and certified for payment, and not the quantities given in the Schedule of Quantities, shall be used to determine payments to the Contractor. The Contractor shall obtain the Employer's Agent's detailed instructions for all work before ordering any materials or executing work or making arrangements for it. The quantities of material or work stated in the Schedule of Quantities shall not be regarded as authorisation for the Contractor to order material or to execute work.

The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Schedule of Quantities and in accordance with the General and Special Conditions of Contract, the Project Specifications and the Drawings. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste. The validity of the contract will in no way be affected by differences between the quantities in the Schedule of Quantities and the quantities finally certified for payment.

4. PROVISIONAL SUMS

Where Provisional sums or Prime Cost sums are provided for items in the Schedule of Quantities, payment for the work done under such items will be made in accordance with Clause 6.6 of the General Conditions of Contract 2015. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

The Tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted by the Employer in the "Amount" column of the Schedule of Quantities and in the Summary of the Schedule of Quantities unless ordered or authorised in writing by the Employer before closure of tenders. Any unauthorised changes made by the Tenderer to provisional items in the schedule, or to the provisional percentages and sums in the Summary of the Schedule of Quantities, will be treated as arithmetical errors.

5. PRICING OF THE SCHEDULE OF QUANTITIES

The prices and rates to be inserted by the Tenderer in the Schedule of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under the several items, and shall include full compensation for all costs and expenses that may be required in and for the completion and maintenance during the defects liability period of all the work described and as shown on the drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based.

Each item shall be priced and extended to the "Amount" column by the Tenderer, with the exception of the items for which only rates are required, or items which already have Prime Cost or Provisional Sums affixed thereto. If the Tenderer omits to price any items in the Schedule of Quantities, then these items will be considered to have a nil rate or price.

All items for which terminology such as "inclusive" or "not applicable" have been added by the Tenderer will be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract.

Should the Tenderer group a number of items together and tender one lump sum for such group of items, this single lump sum shall apply to that group of items and not to each individual item.

The tendered lump sums and rates shall be valid irrespective of any change in the quantities during the execution of the contract.

The Tenderer shall fill in rates for all items where the words "rate only" appear in the "Amount" column. "Rate Only" items have been included where:

- (a) an alternative item or material is contemplated;
- (b) variations of specified components in the make-up of a pay item may be expected; and
- (c) no work under the item is foreseen at the tender stage but the possibility that such work may be required is not excluded.

For "Rate Only" items, no quantities are given in the "Quantity" column but the quoted rate shall apply in the event of work under this item being required. The Tenderer shall, however, note that in terms of the Tender Data, the Tenderer may be asked to reconsider any such rates which the Employer may regard as unbalanced.

Reasonable compensation will be received where no payment item appears in respect of work required in terms of the Contract which is not covered in any other pay item.

All rates and amounts quoted in the Schedule of Quantities shall be in Rands and cents and shall include all levies and taxes (other than VAT). VAT will be added in the summary of the Schedule of Quantities. Note that fractions of a cent in all rates shall be discounted.

6. CORRECTION OF ENTRIES

Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initialled by the Tenderer.

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

7. INTERIM PAYMENTS

Unless otherwise specified, progress payments in Interim Certificates, referred to in Clause 6.10 of the General Conditions of Contract 2015, in respect of "sum" items in the Schedule of Quantities shall be by means of interim progress instalments assessed by the Employer's Agent and based on the measure in which the work actually carried out relates to the extent of the work to be done by the Contractor.

Notwithstanding any custom to the contrary, the work as executed will be measured for payment in accordance with the methods described in the contract documents under the various items of payment.

Attention is directed to the provisions of Clause 1220 of the Standard Specifications regarding the measurement of quantities for payment. Except where specified otherwise than in Clause 1220, the nett measurements or mass of the finished work in place shall be taken for payment, but any quantity of work in excess of that prescribed shall be excluded.

8. UNITS OF MEASUREMENT

The units of measurement described in the Schedule of Quantities are metric units. The following abbreviations are used in the Schedule of Quantities:

mm	=	millimetre	m ³ -km	=	cubic metre-kilometre	Prov sum	=	provisional
m	=	metre	l	=	litre	sum		
km	=	kilometre	kl	=	kilolitre	kPa	=	kilopascal
km-pass	=		kg	=	kilogram	MPa	=	megapascal
kilometre-pass			t	=	ton (1 000 kg)	MN	=	meganewton
m ²	=	square metre	No	=	number	t-km	=	ton-kilometre
m ² -pass	=	square	%	=	percent	h	=	hour
metre-pass			PC sum	=	prime cost sum	dia	=	diameter
ha	=	hectare	MN-m	=	meganewton-metre	Sum	=	lump sum
m ³	=	cubic metre						
kW	=	kilowatt						

9. CONSISTENCY OF RATES

In order to ensure that payments certified by the Employer's Agent are reasonably consistent with the market value of the work done, and that variations in quantities do not distort the contract valuation, the rates, prices and amounts tendered in the Schedule of Quantities are required to be in balance.

A tender will be considered out of balance if:

- (i) the combined, extended total tendered for the item:

B13.01 The contractor's general obligations:

- (a) Fixed obligations
(b) Value-related obligations
(c) Time-related obligations

exceeds a maximum of 15% of the Tender Offer (excluding contingencies, escalation and VAT).

- (ii) the rates, prices or amounts tendered for any other items differ by more than 20 (twenty) percent from either the next highest or next lowest rates, prices or amounts tendered, or else from the latest municipal estimates.

Any such unbalanced tender may be rejected if, after fourteen (14) days of having been given written notice by the Employer to adjust those rates or lump sums which are unreasonable or out of balance, the Tenderer

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

fails to make the necessary satisfactory adjustments. These adjustments in rectification will be such that increases are balanced by decreases, leaving the tender offer unchanged.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

C2.2. SCHEDULE OF QUANTITIES

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Contractor

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 Employer


 Witness 1


 Witness 2


 Contractor


 Witness 1


 Witness 2

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Employer

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Contractor

Witness 1

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

PORTION 1: PROJECT SPECIFICATION

PS 1 DESCRIPTION OF THE WORKS

PS 1.1 Employer's Objectives

MORETELE LOCAL MUNICIPALITY, in consultation with the community, identified the need for the CONSTRUCTION OF Internal Roads and Stormwater for Carousel View as a priority.

Nemorango Consulting Engineers were appointed by MORETELE LOCAL MUNICIPALITY for the planning, design and construction supervision of the project.

This project will also be performed making use of local labour.

PS 1.2 Project Background

Moretele Local Municipality has set out an objective of providing basic services to the communities of Moretele Local Municipality Ward Carousel View, with reliable, safe and sustainable road infrastructure network and managing of stormwater. The project is set out for **4-months duration**.

PS 1.3 Overview of the Works

The Works to be performed under this contract includes site establishment, clearing the site, setting-out, excavation, pipe bedding, profiling of the pipeline, laying 1200mm diameter class 70D precast pipe culvert ,300mm blanket, final backfilling, making neat and clearing of site in , within the Moretele Local Municipality. This project will also be performed making use of local labour for all the labour-intensive activities.

PS 1.4 Extent of Works

The construction of Stormwater control project will mainly consist of the following works:

- Site Establishment.
- Setting out
- Excavation.
- Pipe Bedding
- Laying of 1200mm diameter class 70D precast pipe culvert for 1,34km
- 300mm Blanket
- Construction of stone pitching.
- Final Backfilling
- Finishing

PS 1.5 Location of the Works

The works will be executed in Carousel View, within the Moretele Local Municipality. The project sites are located in Moretele Local Municipality, of Bojanala Platinum District Municipality in the North West Province.

PS 1.6 Temporary Works

Contractor's offices, storage sheds, latrines, barricading of Works shall be located in an approved position and subject to the approval of all authorities concerned. Safety & Security of the contractor's temporary works shall be to his own discretion. The safety of the Employer and Employer's Agent's staff will also be the responsibility of the Main Contractor. All reasonable steps should be taken to ensure the safety of all persons on site.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

PS 1.7 Accommodation of traffic

The accommodation of traffic forms an integral part of the Contract. Traffic will be accommodated within the road reserve during construction using minor detours and Stop/Go facilities working in half widths.

PS 1.8 Accommodation of other contractors

In order to ensure the smooth running of all contracts, the Contractor shall be required to liaise with, cooperate with and accommodate all other contractors working on the site, particularly when such other contractors are working in the same area simultaneously.

PS 1.9 Ancillary works

Local Emerging Contractors will be responsible for the construction of concrete works and ancillary works including but not restricted to: excavations, road signs and other general work identified by the contractor. The management of the Emerging Contractors is the Established Contractor's responsibility. No extension of time, standing time or claims for the non-performance of the nominated sub-contractors will be permitted. Therefore, the Established Contractor shall make all reasonable provisions in the construction programme and its implementation to accommodate the Local Emerging Contractors.

PS 1.10 Existing services

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 has commenced.

It is also expected that unknown domestic services crossings requiring relocation or protection may be encountered along the route as the work proceeds. The Contractor shall make every effort to establish the location of these services in any area prior to excavations commencing in that area. Such efforts shall include diligent enquiry and discussions with adjacent landowners, visual surface inspection and exploratory trenching investigation as necessary.

The following major services are expected to be encountered during the construction of the Works:

- Electrical and Telephone Poles
- Water Mains
- Fence Lines
- Water and sanitation services

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.

PS 1.11 Environment

The Contractor's attention is called to Part B of these Project Specifications and to the requirements of Part C: Environmental Management Specification contained in section C3.3 Particular Specifications.

PS 1.12 Labour

A Project Liaison Committee (PLC) will be established and will be a vital means of communication between all parties involved with the project. The composition of the PLC comprises representatives of the Employer, the Employer's Agent and formal structures within the community.

The Contractor shall make use of these communication channels and shall appoint from amongst his site personnel a responsible person to participate in the affairs of the PLC, and this representative will be also required to attend the monthly PLC meetings.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

It is mandatory that the Contractor shall interact with the community via proactive project liaison and project participation by its leaders and constituted organisations and forums, as well as through the employment of its people, and these activities shall constitute essential facets of the project.

Local labour is to be used and the employment of such labour is to be done in conjunction with the PLC. The PLC has formed 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 Amakosi or ward Cllrs in the area.

PS 1.13 Labour-intensive construction methods

Labour-intensive construction shall mean the economically efficient employment of as great a portion of labour as is technically feasible to produce a standard of construction as demanded by the specifications with completion by the Due Completion Date, thus bringing about the effective substitution of labour for plant and equipment.

Appropriate portions of the Works included in the Contract shall be executed using labour-intensive construction methods.

Except where the use of plant is essential in order, in the opinion of the Employer's Agent, to meet the specified requirements by the Due Completion Date, or where the use of plant is essential as a result of occupational health and safety considerations, the Contractor shall use only hand tools and equipment in the construction of those portions of the Works that are required in terms of these Project Specifications to be constructed using labour-intensive construction methods.

These portions of the Works shall be constructed utilizing only locally employed labour and/or the labour of local subcontractors, supplemented by the Contractor's key personnel to the extent necessary and unavoidable unless otherwise instructed by the Employer's Agent and in accordance with the further provisions of the relevant sections of Portion B of the Project Specifications. The contractor is required to pay minimum wages for all locally employed labour and/or the labour of local subcontractors as specified by the Employer.

Subject to considerations of occupational health and safety, the portions of the Works to be executed using labour-intensive construction methods are:

- Clearing and grubbing of the Site;
- Excavation for structures up to 1,5m deep;
- Transportation and spoiling of all trench materials, where the disposal site is located within 20 meters of the source;
- Mixing and placing of concrete;
- Construction of all brickwork required for structures; installation of kerbs, paving blocks, and road signs.
- Cleaning and tidying up of the Site.
- Pulling and laying of cables, including bedding.

In respect of those portions of the Works which are not listed above, the construction methods adopted and the plant utilized shall be at the discretion of the Contractor, provided always that the construction methods adopted and the plant utilized by the Contractor are appropriate in respect of the nature of the Works to be executed and the standards to be achieved in terms of the Contract.

PS 1.14 Temporary Works

The main temporary works would be to provide access to properties for the local community on an ongoing, daily basis during the construction. No additional payment would be made for these temporary arrangements.

PS 1.15 Maintenance of the Works during the construction period

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

The Contractor shall take note of the various requirements of the General Conditions of Contract 2015 and the standard specifications with respect to the care and protection of the Works.

The handing-over of the project is described in the Project Specifications. The Contractor shall be responsible for maintaining the works from the date of hand-over until the issue of the Certificate of Practical Completion.

PS 1.16 Construction programme

In addition to any other restrictions accommodated by the Contractor in compiling the construction programme, the following constraints shall be taken into account in the preparation thereof:

- (1) The whole of the Works (and the portions of the Works if completion in portions is required) shall be completed within the time period(s) stated (refer to the Contract Data in section C1.2.2).
- (2) Working days lost due to abnormal rainfall shall be treated as set out in clause B1215.
- (3) Allowance shall be made for non-working days and special non-working days (refer to the Contract Data in section C1.2.2).
- (4) Construction activities must comply with all the specified environmental requirements including the requirements of Part C: Environmental Management Specification contained in section C3.3 Particular Specifications.
- (5) Construction activities must comply with all the specified health and safety obligations including the requirements of Part E: OHS 1993 Health and Safety Specification contained in section C3.3 Particular Specifications. This shall include Covid 19 Protocols.
- (6) Strict control of access to and from local public roads shall be required when construction vehicles, plant or equipment leave or enter the site.
- (7) The Contractor's programme of work shall take due cognisance of risks by limiting the duration of the exposure of the various construction elements to natural phenomena.

For the guidance of Tenderers, a provisional preliminary construction programme is included below. This programme is given in good faith and no claims shall be entertained due to inaccuracies, discrepancies or omissions contained in the programme.

PS 2.0 ENGINEERING

PS 2.1 Design

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

PS 2.2 Drawings

The Engineer shall supply all drawings and design information required to execute the works to be implemented by the Contractor. The Contractor will undertake only construction on the basis of approved designs by the Engineer.

The Contractor shall follow the specifications, design and construction drawings as revised and accepted by the Engineer.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Typical drawing shall be included in Section C3 Scope of the Work - Volume 1 of this document. The Contractor shall submit a complete set of drawings of the system proposed to the Engineer for approval.

PS. PROCUREMENT

PREFERENTIAL PROCUREMENT POINT SYSTEM POLICY

PS.3.1 GENERAL CONDITIONS

The abovementioned provisions of this policy document shall apply subject to the following terms and conditions:

PS3.1.1 Company Registration

Whereas the employer shall have the above responsibilities, the respective and prospective service providers shall be:

- a) Formally registered entity, in compliance with the applicable legislation such as the Companies Act, the Close Corporations Act, other related industry regulatory bodies, and professional bodies, where required;
- b) Registered with the South African Revenue Services for all categories of taxes applicable to it.

PS.3.1.2 Declarations

A tenderer must, in the stipulated manner, declare that –

- a) The information provided is true and correct.
- b) The signatory to the tender document is duly authorized; and
- c) Documentary proof regarding any tendering issue will, when required, be submitted to the satisfaction of the relevant municipal department.

PS.3.1.3 Penalties

- a) The Employer shall, upon detecting that a preference in terms of the Act and these regulations has been obtained on a fraudulent basis, or any specified goals are not attained in the performance of the contract, act against the person awarded the contract.
- b) The Employer may, in addition to any other remedy it may have against the person contemplated in sub-regulations C3.3.1.5 (a).
- c) Recover all costs, losses or damages which it has suffered as a result of that person's conduct;
- d) 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.
- e) Impose a financial penalty more severe than the theoretical financial preference associated with the claim which was made in the tender; and
- f) Restrict the contractor, its shareholders and directors from obtaining business from the Employer for a period not exceeding 10 years.
- g) The Employer reserves the right to have access and/or require production of the original or certified proof of any such registration at a time agreed to by the parties or as may be prescribed by law.

PS3.1.4 Areas of Policy Coverage

The above-mentioned provisions of this policy shall apply subject to, but not limited to, the following entities and/or activity:

- a) Procurement of goods or services;
- b) Appointment of consultants;

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

- c) Appointment of contractors, subcontractors, consortia and joint venture contractors;

PS4 CONSTRUCTION

PS.4.1 STANDARD SPECIFICATIONS

- (a) The following specifications shall apply for the construction of the Works.
 i. The COLTO Standard Specifications for Road and Bridge Works for State Road Authorities (1998).

The contractor may purchase copies of Volume (i) from the South African Institution of Civil Engineers.

SAICE
 Water fall Park / Postnet Suite 81 Tel: (011) 805-5947
 Howick Gardens / Private Bag X65 Fax: (011) 805-5971
 Vorna Valley / Halfway house Contact Person : Angeline Aylward
 Becker Street / 1685
 Midrand

- (b) SABS or BS Specifications and Codes of Practice

Wherever any reference is made to the "South African Bureau of Standard " and BS or equivalent standard" respectively.

- (c) Various other specifications specified in the COLTO Standard Specifications or the Project Specifications

PS.4.1.1 PROJECT SPECIFICATIONS RELATING TO STANDARD SPECIFICATIONS

PS.4.1.1.1 General Conditions of Contract Referred to in the Standard Specifications

The reference to the General Conditions of Contract appearing in the COLTO Standard Specifications refer to the COLTO General Conditions of Contract which is superseded.

In this contract by the General Conditions of Contract for Construction Works 2004. The Corresponding clause in the latter document pertaining to the reference in the COLTO Standard Specifications is listed in the table below.

Clause No. in the Standard Specifications	Clause No. in COLTO General Conditions	Equivalent Clause No. in General Conditions of Contract 2004
1202	15	12(2)
1206	14	Deleted
1209	52	49(1)(5)
1210	54	51(1)
1212(1)	49	46
1215	45	42(2)
1217	35	32
1303	49	46
1303	53	50
1303	12	10
1303	45	42(2)
1403	40(1)	37
1505	40	37
31.03	40	37

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

3204(b)	40	37
3303(b)	2	2
5803(c)	40	37
5805(d)	40	37
6103(c)	40	37
Item 83.03	22	19
ALL SECTIONS	48	45

PS.4.1.1.2 Amendments to the Standard Specifications

There are no amendments to the Standard Specifications as issued by the Committee of Land Transport Officials (COLTO).

PS.4.1.1.3 Project Specifications Relating to Standard Specifications

This part of the project specifications deals with matters relating to the standard specifications. Where reference is made in the standard specifications to the project specifications this part shall also contain the relevant information e.g. the requirements where a choice materials or Construction methods are provided for the standard specifications.

In certain clauses the standard specifications allow a choice to be specified in the project Specifications between alternative materials or methods of construction and for additional Requirements to be specified to suit a particular contract. Details of such alternatives or additional Requirements applicable to this contract are contained in this part of the project specifications.

It also contains some additional specifications and amendments of the standard 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 number of the relevant clause or payment item in the standard specifications. The number of a new clause or a New payment item, which does not form part of a clause or a payment item in the standard Specifications and is included here, is also prefixed by B followed by a new number. The new numbers follow on the last clause or item number used in the relevant section of the standard specifications.

Clauses and pay items referring to labour intensive methods are prefixed by L in the project specifications.

Clauses and pay items referring to emerging contractors are prefixed by E in the project specifications.

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

MATTERS RELATING TO THE STANDARD SPECIFICATIONS

SECTION 1200: GENERAL REQUIREMENTS AND PROVISIONS

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

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

SECTION 1500: ACCOMODATION OF TRAFFICC.

SECTION:1600: OVERHAUL

SECTION 1700: CLEARING AND GRUBBING

SECTION 1800: DAYWORK SCHEDULE

SECTION 2100: DRAINS

SECTION 2200: PREFEBRICATED CULVERTS

SECTION2300: CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES AND CONCRETE LININGS FOR OPEN DRAINS

SECTION 3100: BORROW MATERIALS

SECTION 3300: MASS EARTHWORKS

SECTION 3500: STABILIZATION

SECTION 5100: PITCHING STONWORK

SECTION 8100: TESTING MATERIALS AND WORKMANSHIP

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

SECTION 1200: GENERAL REQUIREMENTS AND PROVISIONS

B1202 SERVICES

Add the following to the fifth paragraph:

“Provision is made in the bill of quantities for payment for searching and exposing of known or unknown services as well as the relocation and/or protection of existing services. Any moving of existing services which may be required within the proclaimed road reserve will be undertaken by the relevant service authorities or by a selected subcontractor if so ordered by the engineer.”

B1204 PROGRAMME OF WORK

a) General requirements

“The bar-chart programme to be provided by the contractor shall show the various activities in such detail as may be required by the engineer. Progress in terms of the programme shall be updated monthly by the contractor in accordance with the progress made by the contractor.

In compiling the programme of work, the contractor shall indicate and make due allowance for the following, as specified elsewhere in the contractor documents:

- The requirements regarding the accommodation of traffic and areas that may be occupied at any time for construction purposes (as indicated on the drawings and specified in Section 1500 of the specifications)
- Requirement regarding the training of labourers and Emerging Contractors (EC’s).
- The requirements for work to be undertaken by labourers and work to be undertaken by EC’s.

b) Programme of work for rehabilitation work

“The engineer shall, however, undertaken acceptance control tests for the judgement of workmanship and quality, without accepting any obligations vested with the contractor in terms of the contract with specific reference to quality of materials and workmanship. Such acceptance control test done by the engineer shall not relieve the contractor of his obligations to maintain his own quality control system”.

Add the following at 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 8300 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 contractor shall be responsible for the true and proper setting out of the Works and for the correctness of the position, levels, dimensions and alignment of all parts of the Works and for the provision of all necessary instruments, appliances and labour in connection therewith.”

The Contractor shall take care that property beacons, trigonometrical survey beacons or setting-out beacons are not displaced or destroyed without the consent of the Engineer. Property beacons and trigonometrical survey beacons that have been displaced or destroyed shall be replaced by registered land surveyor, who shall certify such replacement.

The cost replacing all beacons displaced or destroyed during the course of the Contract without the consent of the Engineer shall be borne by the Contractor.”

B1209 PAYMENT

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

c) Rates to be inclusive

“VAT shall be excluded from the rates and provided for as lump sum in the Summary of Bill of Quantities.”

d) Materials on the site

“ in addition, the engineer may at his sole discretion also allow payments under “Materials on Site” in respect of any construction materials if stored off-site providing that:

- a) The site selected for this purpose is approved by the engineer
- b) Such land is physically separated from any production plant or operation
- c) Only materials for use under this contract is stockpiled on such land
- d) The contractor has provided proof of an agreement with the owner of land that the owner has no claim whatsoever on any materials stockpiled land
- e) Material obtained by the contractor for or o behalf of emerging subcontractors (SMME's) shall remain the responsibility of the contractor after payment has been made in respect of materials site.”

B1215 EXTENSION OF TIME RESULTING ABNORMAL RAINFALL

Add the following after the first paragraph of this clause:

“For the purposes of this contract, extension of time resulting from abnormal rainfall or other forms of inclement weather shall be determined according to the requirements of Method ii (critical-path method).”

Method (ii) (Critical path method)

“The value of“n” shall be taken as the (3) working days per calendar month.

If normal rainy or inclement weather, resulting in delays, occurs for less than three (3) working days in any calendar month, the difference between the three (3) working days and the actual number of working days on which normal rainy or inclement weather occurred, shall be ignored and not accumulated for the duration of the contract period for the purposes of determining an extension of time due to normal rainy weather, nor due any other reason.

Items of work on the critical path of the programme of work which are subject to climatic limitations, shall also be considered for extension of time if such items of work are delayed by e.g. .cold weather, high winds or other inclement weather conditions.

In this regard, reference shall be made to weather limitations specified for the application of various bituminous products. However, for months during which seal-work cannot be undertaken in terms of the specifications, no extension of time shall be claimed for.

Rainfall records

MONTH	AVERAGE RAINFALL (mm)	RAIN DAYS (per month)
JANUARY	118	13
FEBRUARY	83	8
MARCH	70	8
APRIL	38	6
MAY	11	2
JUNE	6	1
JULY	2	1
AUGUST	6	1
SEPTEMBER	19	2
OCTOBER	45	7
NOVEMBER	88	10

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

DECEMBER	104	11
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B1217 PROTECTION OF THE WORKS AND REQUIREMENTS TO BE MET BEFORE CONSTRUCTION OF NEW WORK ON TOP OF COMPLETED WORK IS COMMENCED

“(h) No concrete kerbing or concrete drains directly adjoining the bituminous surfacing shall be constructed prior to the completion of the bituminous surfacing.”

B1222 USE OF EXPLOSIVES

“(h) Where blasting operations are undertaken in close proximity of temporary deviations, the Contractor shall implement all such safeguarding measures as may be required and instructed by the engineer.”

B1224 THE HANDING-OVE OF THE ROAD RESERVE

“The total length of the road reserve between the specified limits of construction will be handed over to the contractor on the commencement date. Reference shall, however, be made to the requirements of section 1500 of these specifications where limitations in respect of work-areas are specified. In the event of the non-adherence by the contractor in terms of the mentioned specifications, the engineer shall withdraw such sections of the road reserve as may be justified to ensure suitable progress of the works or safe passage of traffic.”

B1229 SABS CEMENT SPECIFICATIONS

“Where reference is made in this specification or the standard specifications to the cement specifications, e.g. SABS 471: Portland cement and rapid hardening Portland cement, it shall be replaced with the new specification:

SABS ENV 197-1: Cement- composition, specifications and conformity criteria.

Part 1: Common cements.

Furthermore, where reference is made in this specification or the standard specifications to the different cement types, the following new names/types shall apply:

Old product Nomenclature	Typical new product nomenclature	
	Cement type	Cement strength class
OPC	CEM I CEM I	32,5 32,5 R
RHC	CEM I CEM I	42,5 42,5 R
LASRC	No provision made	No provision made
PC15SL	CEM II/A-S CEM II/A-S CEM II/A-S	32,5 32,5R 42,5
PC15FA	CEM II/A-V CEM II/A-V CEM II/A-W CEM II/A-W	32,5 32,5R 32,5 32,5R
RH15FA	CEM II/A-V CEM II/A-V CEM II/A-W CEM II/A-W	42,5 42,5R 42,5 42,5R
PBFC	CEM III/A CEM III/A	32,5 32,5R
PFAC	CEM II/B-V	32,5

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

	CEM II/B-W	32,5
RH30SL	CEM II/B-S CEM II/B-S	32,5R 42,5
RH40SL	CEM III/A CEM III/A	32,5R 42,5

CEM I 32,5, CEM II A-S 32,5 CEM II/A-V 32,5, or CEM III A may used for the manufacture of reinforce concrete members.”

“B1230: IN SERVICE TRAINING

The contractor shall implement in-service training. Labourers shall be trained progressively throughout the duration of the contract, in the various stages of a particular type of work.

a) Details of in-service training

- (i) The contractor shall attach to form RDP 1(E) basic details of his proposed in –service training programme , which details shall inter alia include the following:
 - The details of training to be provided
 - The manner in which the training is to be delivered
 - The number and details of trainers to be utilized.
- (ii) The in-service training programme shall be submitted with the initial works programme. The progress in relation to this programme will be recorded monthly and attached to the site meeting minutes and payment certificate.
- (iii) The contractor shall provide on site, sufficient skilled and competent trainers to train all labourers engaged on the contract, in the various skills required for the execution and completion of the works.
- (iv) All labourers shall be remunerated in respect of all time spent undergoing training.
- (v) Every worker engaged on the contract shall on the termination of his participation on the contract, be entitled to receive from the contractor , a certificate of service in which the following information shall be recorded:
 - The name of the contractor
 - The name of the employee
 - The name of the project /contract
 - The nature of work satisfactorily executed by the worker and the time spent thereon
 - The nature and extent of training provided to the worker
 - The dates of service.

The cost of the above obligations shall be deemed to be covered by the sums and rates tendered for items B13.01 (a), (b) and (c) in the bill of quantities.

The performance of
 consideration
 project.

the contractor in providing in-service training, shall be taken into
 should the contractor fail to reach his CPG at the completion of the

B1231 COMMUNITY LIAISON OFFICER (CLO)

The contractor or his appointed agent will appoint a Community Liaison Officer (CLO) after consultation with the local communities, the engineer and the employer. The contractor shall direct all his liaison efforts with the local communities through the appointed officer.

The contractor shall, however, accept the appointed as part of his management personnel.

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

a) Duties of the Community Liaison Officer

The Community Liaison Officer's duties will be:

- i. To be available on site daily between the hours of 07:00 and 11:00 and at other times as the need arises. His/her normal working day will extend from 07:00 in the morning until 16:30 in the afternoon.
- ii. To determine, in consultation with the contractor, the needs of the temporary labour for relevant skills training. He will be responsible for the identification of suitable trainees and will attend one of each of the training sessions.
- iii. To communicate daily with the contractor and the engineer to determine the labour requirements with regard to numbers and skill, to facilitate in labour disputes and to assist in their resolution.
- iv. To assist in and facilitate in the recruitment of suitable temporary labour and the establishment of a "labour desk."
- v. To attend all meetings in which the community and/or labour are present or are required to be represented.
- vi. To assist in the identification, and screening of labourers from the community in accordance with the contractor's requirements.
- vii. To inform temporary labour of their conditions of temporary employment and to inform temporary labourers as early as possible when their period of employment will be terminated.
- viii. To attend disciplinary proceedings to ensure that hearings are fair and reasonable.
- ix. To keep a daily written record of his interviews and community liaison.
- x. To attend monthly site meetings to report on labour and RDP matters.
- xi. All such other duties as agreed upon between all parties concerned.
- xii. To submit monthly returns regarding community liaison as illustrated In Part C5.1 of this document (form RDP 12(E)).

b) Payment for the community liaison officer

A special pay item is incorporated in section 1200 of the bill of quantities relating to payment of the liaison officer on a prime cost sum basis. This payment shall only be made for the period for which the duties of the liaison officer are required and not necessarily for the full duration of the contract. The remuneration of the CLO shall be determined jointly by the contractor, engineer and employer.

c) Period of employment of the community liaison officer

The period of employment of the community liaison officer shall be as decided upon jointly by the contractor, engineer and employer.

B1232 SUBCONTRACTORS

Over and the stipulations of clause 8 of the General Conditions of Contract 1998, regarding subletting of part of the works , it is a condition of the contract that an approved subcontractor shall not sublet part of his work, covered in his appointment by the main contractor, to another subcontractor without the consent and the engineer. Subletting shall in all cases be critically considered by the engineer.

In addition to the provisions of clause 8 of the general conditions of contract regarding subcontracting of the works , it is a requirement of this contract that an approved subcontractor shall not further subcontract work subcontracted to him by the main contractor, to another subcontractor without the consent and approval of the engineer. Subcontracting shall in all cases be critically considered by the engineer. The engineer reserves the rights to limit the extent or the volume of work subcontracted by the contractor, should he be deem it necessary in terms of progress or quality of workmanship.

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

B1233 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, shall resolve the manner in which Workmen’s Compensation will be handled. Amounts paid by the contractor shall not be included in the wage rates but shall be an extra payment allowed for by the contractor.

B1234 MEASUREMENT AND PAYMENT

“ITEM **UNIT**

B12.01 **Locating Existing Services** Provisional Sum

ITEM **UNIT**

B12.02 Hand excavation to determine the positions of existing services
To determine the positions of existing services cubic metre (m³)

ITEM **UNIT**

B12.03 Quality Control Test Ordered by the Engineer Prime Cost Sum

ITEM **UNIT**

B12.04 Provision for a Community Liaison Officer
Provisional sum for the payment of the Community
Liaison Officer Provisional Sum

ITEM **UNIT**

B12.05 Provisional sum for protection and/ relocation of service by others
Provisional sum for the payment of the protection and/
Relocation of existing services by others Provision Sum

ITEM **UNIT**

B12.06 Provisional sum for payment of the contract notice board as instructed by Engineer

Provisional sum for the payment of the contract notice board Provisional Sum

ITEM **UNIT**

B12.07 Provisional sum for payment for the Engineer’s representative’s cellular phone account

Provisional sum for the payment of the Engineer’s
Representative’s cellular phone account Provisional Sum

ITEM **UNIT**

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

B12.08 Provisional sum for payment of the compensation of Landowners

Provisional sum for compensation of Landowners Provisional Sum

ITEM **UNIT**

B12.09 Cable ducts

Supply, lay & backfill 150mm cable ducts m

ITEM **UNIT**

B12.10 Relocation of services by Contractor

Supply, lay bed, backfill & test following reticulation

- a) uPVC Class 9, 110mm m
- b) uPVC Class 9, 75mm m
- c) HDPE Class 10, 50mm m
- d) HDPE Class 10, 32mm m

ITEM **UNIT**

B 12.11 Percentage for charges and profit on the provisional sums contractor's cost and profit

Percentage for charges and profit on the provisional sums Percentage (%)

ITEM **UNIT**

B12.12 Training for Targeted Labour

- a) Training allowance for formal training Prime Cost Sum
- b) Extra-over for administration of payment of training Percentage (%)

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 all the provisional sums sub-items, which shall include full compensation for the handling costs of the contractor, and the profit.”

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

B1302 GENERAL REQUIREMENTS

a) Camps, constructional plant and testing facilities

“The contractor shall, at each area where work is being undertaken, provide on the daily basis at least one portable chemical latrine unit 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.”

B1303 PAYMENT

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

ITEM

UNIT

B13.01 The contractor's general obligations (As specified)

"The combined total tendered for sub-items (a), (b) and (c) shall not exceed 15% of the tender sum, excluding VAT.

Should the contractor be of the opinion that 15% is inadequate to cover his costs in terms of section 1300, he shall indicate separately with his tender where such costs have been allowed for his tender. If no such indication is given, the contractor shall not at any stage during the contract for any reason whatsoever claim additional compensation under this item."

ITEM

UNIT

B13.01 The contractor's general obligations

Health and Safety obligations Month

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

B1402 OFFICES AND LABORATORIES

a) General

"The facilities to be provided for the engineer in terms of these specifications shall be fenced off by a two meter high security fence. 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 preceding requirements are met to the satisfaction of the engineer.

b) Offices

"(xviii) The engineer's site supervisory staff shall use cellular telephone for site communication purposes. Provision is made in the bill of quantities for separate payment of operating costs of such cellular phones.

SECTION 1500: ACCOMODATION OF TRAFFIC

B1502 GENERAL REQUIREMENTS

e) Access to properties

"Where the alignment of the new road coincides with the alignment of the existing road, a number of accesses to private properties will have to be operational and maintained during the constructional period. No separate payment will be made for providing acceptable and safe access across the new road at all times during construction of the road."

(i) TRAFFIC safety officer

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

- (a) be responsible for contacting all the relevant authorities in the event of an accident on the site of the Works
- (ii) Arrange for the removal of broken down vehicles that obstruct the normal traffic flow

The contractor shall provide the traffic safety officer with all the necessary resources to carry out his duties as specified, inter alia, light delivery van (LDV), personnel, warning signs and revolving amber flashing lights. A warning sign with words "CONTRACTOR TRAFFIC CONTROL" and/or "AANNEMER VERKEERSBEHEER" in clearly legible letters shall be mounted on the vehicle at least 1,5m above ground level to be clearly visible. The vehicle shall be equipped with two revolving amber-coloured flashing lights with a minimum intensity of 55W, the flashing lights shall be switched on and the warning sign be displayed at all times when the vehicle is used on the site.

No separate payment will be made for the traffic safety officer, his vehicle, personnel and equipment and the cost thereof shall be included in the Contractor's cost for his establishment and general obligations (Section 1300)."

(j) Handing over the site

The total extent of the site between the limits of construction as described in this document and indicated on the drawings will be handed over to the contractor at the commencement of the contract period. The engineer however reserves the right to adjust this arrangement should progress or safe passage of traffic warrant such a change.

(k) Use of explosives in close proximity of temporary deviations

The contractor shall arrange all necessary traffic control and other requirements to safeguard the traffic on temporary deviations during operations.

(l) Land taken up for deviations

Negotiations with landowners to obtain the land taken up by temporary deviations will be undertaken by the employer. A prime cost sum is allowed in the bill of quantities for payment of compensation to affected landowners. All other negotiations regarding temporary access to properties, land-use, fencing requirements etc. shall be dealt with by the contractor in conjunction with the engineer and be confirmed in writing and be kept on record by the contractor.

"(m) Maximum lengths of construction areas

A temporary deviation, where the proposed road follows the existing route shall be constructed along the length of existing road. Traffic shall generally be accommodated as follows:

On a two-way lane gravel deviation (Class 1) constructed partially outside or adjacent to the existing road reserve boundaries of road.

- (i) On one-way single lane gravel deviation (class 2) constructed inside the existing road reserve boundaries and on either side of road. In this instance special cognizance shall be taken to accommodate traffic to private properties.

A maximum length of one section of approximately 5.0km or two sections of 3.0km each of deviation (Class 1 or 2) shall be operational at a time and no relieve of this limitations shall be considered by the engineer except where the programme necessitates such at the construction of bridges."

B1503 TEMPORARY TRAFFIC CONTROL FACILITIES

"All temporary road signs, devices, sequences, layouts and spacing shall comply with the requirements of the Road Traffic Act, 1996 (Act 93 of 1996), the National Road Traffic Regulations, 2000, the South African Road Traffic Signs Manual, the requirements of the relevant road authority and the drawings. All temporary traffic

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

control facilities shall comply with the guidelines set in set in SA Road Traffic Signs Manual, Volume 2, Chapter 13: Roadworks signing, (SARTSM, June 1999, obtainable from the Government Printer, Pretoria)."

(b) Road signs and barricades

"All the temporary road signs are to be mounted on posts as specified in section 5600 of the specifications. Provision shall be made for the supply and erection of the signs and the maintenance of the signs during the construction period. Provisions shall also be made for the removal of the temporary road signs on completion of the construction work when such signs are no longer required.

Temporary road signs and channelization devices shall be manufactured in accordance with the latest edition of the South African Road Traffic Signs Manual (June 1999) and placed as shown on the drawings and in Roads Signs Note 13.

Delineators shall be manufactured from a non-metal material and shall be mounted on a base section also manufactured non-metal material. Single as well as back-to-back mounted delineators are required.

The obligation to arrange safe passage of traffic shall always be vested with the contractor regardless what is indicated on the drawings of the engineer."

(c) Channelization device and barricades

"Drums shall not be as channelization devices.

TW 401 AND TW 402 delineators shall comply with the following requirements:

- a) It shall be manufactured from a flexible material and shall comply with SABS 1555. The blade portion of the delineator shall be positively affixed to a base unit which in turn shall be stable on its own or be stabilized by means of sandbags when used on the road.
- ii) The blade shall be retro-reflectorised, with class 1 yellow sheeting on the side facing oncoming traffic..
- iii) It shall nominally be 1000mm high x 250mm wide and the bottom edge of the delineator shall not be more than 200mm above the road surface.
- iv) It shall be subject to the approval of the Engineer.

The maximum spacing between centers of delineators shall be as shown on the drawings or as directed by the Engineer."

(e) Warning devices

"It is requirement of this contract that all construction vehicles and plant used on the works will be equipped with rotating amber flashing lights and warning boards as specified in the standard specifications. Construction vehicles travelling outside the limits of construction areas shall however, not operate the warning lights.

The warning lights shall have a base diameter of at least 170mm and the amber bulb cover a height of a least 150mm high. It shall be a requirement that the contractor also provides the engineer's site personnel with warning lights for their vehicles (a maximum of two lights are required) without any payment applicable.

B1517 RETRO-REFLECTIVE MATERIAL

"Retro-reflective a material for temporary signs shall comply with the requirements of SABS 1519-1 for weathered material. Tests shall be carried out with a field retro-reflectometer and the testing procedure and classification are described in CLAUSE b 8118. The value of the coefficient of Retro-Reflection shall be at least 60% of the values indicated in Table B8118/1."

B1518 MEASUREMENT AND PAYMENT

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

“The tendered rate shall also include for all measures necessary to safeguard traffic on temporary deviations during blasting operations.”

“ITEM **UNIT**

B 15.03 **Temporary traffic control facilities**

(p) Provision of high visibility safety jackets number (No)

The unit of measurement shall be the number of safety jackets supplied to the supervisory staff.

The tendered rate shall include full compensation for providing and maintaining hats and the jackets equipped with high visibility retro-reflective and/or fluorescent panels in red, yellow and white for the duration of the contractor.”

SECTION 1700: CLEARING AND GRUBBING

B1702 DESCRIPTION OF WORK

a) Clearing

“Clearing shall include the removal of material to a thickness of up to 150mm in-situ material as ordered by the engineer. No payment shall be made for temporary stockpiling of topsoil material in the case where this material is applied as topsoil after completion of road side slopes.

Should the required depth exceed 150mm, the total volume of material removed shall either be classified as “temporary stockpiling of topsoil” or “unsuitable roadbed material” or “cut to spoil” whichever is applicable as allowed for in the standard specifications. In these cases no payment shall be made for clearing and grubbing.

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 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 stacked shall be made under section 5200”

B1704 MEASUREMENT AND PAYMENT

ITEM **UNIT**

Clearing and grubbing hectare (ha)

B1705 REINSTATING OF ROADS

The tendered rate shall include full compensation for ripping the existing gravel roads material, breaking down, watering, mixing the material including any extra material added, compacting the material, including removal of 5% by volume of oversize material and transporting it over a distance of 1.0km.

ITEM **UNIT**

B17.05 Blading and cutting mitre drain

Blading and mitre drain kilometer (km)

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

The unit of measurement shall be the actual number of hours worked by labourers or foremen or an item of plant.

The tendered rates shall include full compensation for all cost items including overheads, head- office expenses and profits as described in subclause 40(3) of the general conditions of contract and shall be subject to contract price adjustment as provided for in the contract.

The mark-ups on day work items in accordance with the Appendix to the Tender shall not be applicable on day work items listed in the bill of quantities in terms of the above specifications. In the event of new day work rates being requested for items not appearing in the bill of quantities, then the provisions of the contract and the Appendix to the Tender shall apply.

Prior to the commencement of any work by the labourers described under B18.01, the contractor must obtain written consent from the engineer regarding the classification and composition of all labourers in terms of “unskilled” and “skilled” labourers required for the work as ordered by the engineer.”

SECTION 2100: DRAINS

B2103 BANKS AND DYKES

“Mitre banks at culvert inlets should be considered at such a skew angle that it guides the water into inlet with a minimum loss of velocity (energy).”

B2104 SUBSOIL DRAINAGE

- (a) Materials
- (i) Pipes

“Perforation for 100mm pipes shall spaced in two rows, one on each side of the vertical centre line the pipe, and at one third of the circumference. The perforation for the 150mm pipes shall be spaced in four rows, two as described for 100mm pipes, and the other two rows at two thirds of the circumference.”

- (i) Synthetic-fibre filter fabric

“All filter fabric shall be a non-woven needle punched type material and must be approved by the engineer. Filter fabrics shall have a minimum co-efficient of permeability of 3×10^{-3} m per second.”

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

SECTION 2200: PREFABRICATED CULVERTS

B2201 SCOPE

“Section 2200, Prefabricated culverts will read, Section B2200, Constructed culverts.

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 sated 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.”

B2203 MATERIALS

(f) Skewed Ends

Deleted the second and third paragraphs and substitute with the following:

“Precast portal and rectangular culverts placed on a skew shall be supplied with cast in situ skewed ends as shown on the drawings. In situ skew ends are to be constructed simultaneously with the wingwalls and headwalls.”

B2204 CONSTRUCTION METHODS

“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

“(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 the schedule in this section.”

B2211 BACKFILLING OF PREFABRICATED CULVERTS

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

Change the last sentence in the fourth paragraph to read “90% or 93% as shown on the drawings or as directed by the engineer.”

B2212 INLET AND OUTLET STRUCTURS, CATCHPITS AND MANHOLES

(b) Concrete work

“The type of surface finish for in situ concrete in the culverts shall be as indicated on the drawings. Generally all exposed faces shall be of Class F2 formwork and faces covered by backfill shall Class F1. The top of parapet walls and wingwalls shall be finished to a Class U2 surface finish.”

(h) Prefabricated inlet and outlet structures

Add the following:

“The use of precast concrete inlets and outlets as described in clause 2212(h), shall not be allowed under any circumstances. Cast in situ concrete wingwall type inlets and outlets shall be constructed as indicated on the drawing and shall be in accordance with section 6000 of the standard Specifications. Allowance for measurement and payment for wingwall type inlets and outlets is made in the schedule in this section.”

B2218 MEASUREMENTS AND PAYMENT

“The tendered rate shall be full compensation for the cutting, by means of mechanical saw (angle grinder) and finishing off of the pipes for the specific angle of skew at which the pipes must be laid. The tendered rate for concrete pipe culverts shall include the additional cost of units that are half the standard length. The standard length of a concrete pipe is 2.44m”

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

B2301 SCOPE

“The position and length of the following types of concrete kerbs and channels are indicated on the standard drawings.

- Type B: Precast concrete kerbing, semi-mountable (SABS 927- 1969)
- Type C: In situ concrete kerbing at intersections
- Edge beam: In situ concrete kerbing at farm access and bus stops

B2304 CONSTRUCTION

(c) Slip form kerbing

“Slip-form kerbing shall under no circumstance be allowed.”

(e) Cast in situ kerbs and channels

“Forming and templates used to form joints between alternate sections shall be of steel plate of which the thickness shall not be less than 5mm.”

(i) Construction sequence

Replace paragraphs (i), (ii) and (iii) with the following:

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

"In all cases where kerbing and/or channel in adjoin the bituminous surface of the road, the kerbing and/or channeling may only be constructed after the bituminous surface has been completed.

Before commencing with the kerbing and/or channeling, the surfacing and the base, shall be accurately cut to line with a mechanical saw to a minimum depth of 75mm. After excavation the concrete shall then be cast against the cut surface without formwork. All material outside damaging the edge before commencing with the casting of the concrete. No payment shall be made for repair work as instructed by the engineer to damage caused by the cutting/excavating process of surfacing and base layers. Any concrete split 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.

(K) Formwork and finish

"Formwork and finish of concrete kerbs shall comply with the requirements of section 6200. All visible edges on the sides or at joints of cast in situ concrete kerbs or channels shall be rounded with a rounding tool."

SECTION 3100: BORROW MATERIALS

B3102 NEGOTIATIONS WITH OWNERS AND AUTHORITIES

"Arrangements regarding to access to borrow pits and the alignment of haul roads shall be made between the contractor and the owners of the land on which borrow pits are situated. The engineer's representative on site shall be present at all such negotiations, which shall be confirmed in writing by the contractor. All costs involved with such negotiations as well as the requirements contained in clause 3102 and clause 1225 of the specifications shall be borne entirely by the contractor and will be deemed to have included in his rates for borrow materials."

"The contractor shall also adhere to all statutory requirements including applying for and completing Environmental Programme Management documents (EMP) for the department of Mines and Energy. All costs for application and completion of EMP shall be borne by the contractor and will be deemed to have been included in his rates for borrow materials".

B3103 OBTAINING BORROW MATERIALS

(a) General

"The expropriation and compensation for land from which borrow materials is obtained shall be negotiated and paid for by the employer."

(b) Use of borrow materials

Add the following to the second paragraph of this subclause:

"Compensation to owners and arrangements with owners for taking material from alternative borrow pits proposed by the contractor shall be the contractor's responsibility and entirely at his own expenses."

B3104 OPENING AND WORKING BORROW PITS AND HAUL ROADS

(c) Excess overburden

"All excess overburden removed at borrow pits shall be replaced over the entire area of the borrow pit after initial shaping has been undertaken in an even layer. Payment for this requirement shall be deemed to be included in pay item 31.01

f) Protecting borrow pits

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

"It is requirement of the contract that, where-ever required by the landowner, borrow pits shall be provided with temporary fencing around the perimeters of the borrow areas. The temporary fencing shall be erected prior to entering the land for borrowing purposes and discarded as decided upon by the contractor. Payment for temporary fencing around borrow pits shall made in accordance with stipulations of section 5500 in these specifications."

"h) Haul roads

Haul roads to designated borrow pits along the road shall be constructed along alignments as instructed by the engineer and shall be maintained at the contractor's own cost to the satisfaction of the engineer."

B3105 FINISHING –OFF BORROW AREAS AND HAUL ROADS

"Should the employer, engineer or any other authority approved by the engineer, require a higher standard of shaping and finishing off of borrow pits than specified in the standard specifications, measurement and pavement for such extra work shall be made using day work items.

The above notwithstanding, the finishing –off borrow pits and haul roads must be to a minimum requirement acceptable to the Department of Minerals and Energy. The payment to achieve the minimum standard shall be deemed included in the pay items for borrow materials."

SECTION 3300: MASS EARTHWORKS

B3305 TREATING THE ROADBED

- (a) Removing unsuitable material

"For the purpose of this contract, excavation and removal of in-situ clayey material over areas where the road is in a fill condition shall be classified as removal of unsuitable material, irrespective of the stability or moisture condition of the in-situ material."

- (b) Preparing and compacting the roadbed

Delete the last sentence of the first paragraph "if necessary, roadbed 150mm in depth of compaction" and replace as follows:

"Where demarcated by the engineer, prior to the roadbed being scarified, the excess in situ material forming part of the present roadway, and within the limits of the roadbed, and in close proximity of the layer works, but falling within the limits of the layersworks, shall be bladed to controlled level in order to achieve the required the level and necessary depth of compaction."

B3307 FILLS

- (c) Constructing a pioneer layer

"For the purpose of this contract, pioneer layers shall be completed by means of eight-pass roller compaction using vibratory rollers as specified in subclause 3304(b) of the standard specifications."

- (d) Benching

"Benching of 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 required for widening of the existing road formation. Benching required for widening of the existing road formation. Benching shall be undertaken as shown on the drawings.

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

It is requirement that benching shall always be started at the bottom of the existing progressing to the top of the formation. The dimensions and details of benching are shown on the drawing.”

SECTION 3400: PAVEMENT LAYERS OF GRAVEL MATERIAL

B3202 MATERIALS

(a) General

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

B3405 CONSTRUCTION TOLERANCES

(F) Surface regularity

“Where transverse construction joints in base layers are made between newly and previously constructed sections, the contractor shall exercise level control at such joints by installing level poles at 5m intervals on side of the joint of the layer covering at least a 30m length into the newly constructed section.”

B3406 QUALITY OF MATERIALS AND WORKMANSHIP

“Test results and measurements shall be assessed by the engineer according to the provisions of Section 8300 of the standard specifications.”

SECTION 3500: STABILISATION

B3503 CHEMICAL STABILISATION

1. Preparing the layer

Breaking- down and removal of oversize material and addition of make to required thickness shall be completed before stabilizing agent shall be added.”

(h) Curing the stabilized work

“it is the intention of this contract that curing of chemically stabilized layers shall be undertaken in accordance to protection method (ii) as specified. Any other method of curing shall only be allowed in special; circumstances as decided upon by the engineer, but no additional payment whatsoever over that allowed for in item 35.05 will be made.”

(i) Construction limitations

I table 3503/1, replace “8 hours” with “6 hours.”

B3506 TOLERANCES

2. Uniformity of mix (chemical stabilisation)

“All pavement layers, especially layers which are to be chemically stabilized, shall , apart from the application of other mixing equipment, include at least two motor grader blade mixing operations to the full depth of the layer.

The in-place mixing of chemical stabilizing agents with agents with gravel materials shall be executed in such a manner that the coefficient of variation in the uniformity of the mix shall not exceed 30% when the stabilized

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

layer is subjected to the chemical titration test, TMH1 method A15d. For plant-mixed stabilized materials the coefficient of variation shall not exceed 20%.

The coefficient of variation, C_v , is calculated by the formula:

$$C_v = \frac{S_n \times 100}{X_n} \text{ where,}$$

S_n = standard deviation of n determinations of stabilizing agent content

X_n = mean percentage of n determinations of agent content with n = 4 minimum."

B3509 QUALITY OF MATERIALS AND WORKMANSHIP

"The preparation of chemically stabilized material for the determination of the modified AASHTO density of the material shall executed in accordance with TMH1 test method A 16 T and compaction thereof accordance with TMH1 test method A7."

SECTION 5100 PITCHING, STONEMASONRY AND PROTECTION AGAINST EROSION

CONTENTS

- 5101 SCOPE
- 5102 MATERIALS
- 5103 STONE PITCHING
- 5104 RIPRAP
- 5105 STONE MASONRY WALLS
- 5106 SEGMENTAL BLOCK PAVING
- 5107 CAST IN SITU CONCRETE PITCHING
- 5108 MEASUREMENT AND PAYMENT

5101 SCOPE

This section covers the furnishing of materials and the construction of a protective covering in stone pitching, cast in situ concrete pitching, bricks or prefabricated concrete blocks on exposed surfaces such as earth slopes, drains and stream beds, as well as heavier protective layers in the form of riprap and the construction of stone masonry for walls, all as shown on the drawings or ordered by the engineer.

5102 MATERIALS

(a) Stone

(i) Stone for pitching shall be sound, tough and durable, without any stones less than 200 mm in minimum dimension, except that smaller pieces or spalls may be used for filling spaces between the larger stones. The shapes of the rocks or stones shall be so as to form a stable protective layer of the required thickness. Rounded boulders shall not be used on slopes steeper than 2:1 unless grouted.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

All stone intended for use on a particular pitching job shall be subject to the prior approval of the engineer.

(ii) Stone for riprap shall be hard field or quarry stone not susceptible to disintegration or excessive weathering on exposure to the atmosphere or water. It shall be free from soft material such as sand, clay, shale or organic material and shall not contain an excessive quantity elongated stones.

The required size of the stone will depend on the "critical mass" specified. At least 50% by mass of the material comprising the riprap shall consist of stones with a mass heavier than the critical mass, and not more than 10% by mass of the material shall consist of stones with a mass of less than 10% of the critical mass or more than 5 times the critical mass.

(b) Cement

Cement shall be ordinary Portland cement which complies with the requirements of SABS 471.

(c) Sand

(i) Sand for concrete

Sand for concrete, cement slurry and cement mortar shall comply with the requirements of SABS 1083.

(ii) Sand for bedding

Sand for bedding used for paving blocks shall not contain any deleterious impurities and shall comply with the following grading requirements:

Sieve size (mm)% passing through

9,52	100
4,75	95 - 100
2,36	80 - 100
1,18	50 - 85
0,600	25 - 60
0,300	30 - 10
0,150	5 - 15
0,075	50 - 10

(iii) Sand for joints

Sand used for being brushed into the joints between pavement blocks shall all pass through a 1,18 mm sieve, and between 10 and 15 per cent of it shall pass through an 0,075 mm sieve.

(d) Paving blocks

Paving blocks shall comply with the requirements of SABS 1058 for class 25 paving blocks where paving blocks are made from concrete, and bricks used as paving blocks shall be facebrick units which shall comply with the requirements of SABS 227. Engineering units may also be used instead of facebrick units.

The surface texture and colour of all units shall be uniform.

Paving blocks for sidewalks shall be square prefabricated concrete blocks, 450 mm x 450 mm x 50 mm in size and fabricated from class 30 concrete. As to appearance, the blocks shall comply with the requirements of clause 3.3 of SABS 927. The upper surface shall have an approved pattern to provide proper skid resistance.

Concrete grass blocks shall consist of concrete slabs of the dimensions shown on the drawings, with openings through the slab totalling at least 20% of the surface area.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

(e) **Concrete**

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

(f) **Wire**

Wire for pitching kept in position by wires shall consist of 4,0 mm diameter galvanised wire which complies with the requirements of SABS 675.

(g) **Permeable material for filter layer**

Permeable material for filter layers shall comply with the requirements specified for permeable material for subsoil drains in subsubclause 2104(a)(ii).

(h) **Synthetic-fibre filter fabric**

Synthetic-fibre filter fabric shall be of the grade and type specified in the schedule of quantities or project specifications, and shall comply with the requirements of subsubclause 2104(a)(iii).

5103 STONE PITCHING

(a) **Plain stone pitching**

The area shall be prepared by the excavating, shaping and trimming necessary for pitching, and by thoroughly compacting the area by hand-ramming to prevent subsequent settlement. A trench shall be excavated as directed by the engineer along the toe of any slopes to be pitched or along the unprotected edge of the pitching in the beds of streams. Two pitching methods follow, and the method to be adopted shall be decided on by the engineer.

Method 1

Commencing at the bottom of the trench, the stone shall be laid and firmly bedded into the slope and against adjoining stones. The stones shall be laid with their longitudinal axes at right angles to the slope and with staggered joints. The stones shall be well rammed into the bank or surface to be protected and the spaces between the larger stones shall be filled with spalls of approved pitching stone securely rammed into place.

Placing of rock by dumping shall not be allowed.

Method 2

The technique and requirements laid down in method 1 shall also apply to method 2, except in the following aspects:

- (i) No small stones or spalls shall be used to fill in spaces between larger stones.
- (ii) Simultaneously with the placing of stones, topsoil shall be introduced between individual stones, and sufficiently rammed so as to provide a firm bonded structure. The topsoil shall be provided to the full depth of the stone pitching at any point.
- (iii) Rooted grass or tufts of grass shall then be planted in the topsoil between stones, and watered immediately and copiously and thereafter at regular intervals until grass has been established.

Whichever of the above two methods is adopted, the finished surface of the pitching shall present an even, tight and neat appearance with no stones varying by more than 25 mm from the specified surface grades or lines. The thickness of the pitching, measured at right angles to the surface, shall not be less than 200 mm.

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

(b) Grouted stone pitching

The work shall be done in accordance with all the requirements specified for plain pitching in subclause 5103(a) above, except that the stones shall be thoroughly cleaned of adhering dirt or clay, moistened and embedded in freshly laid cement mortar composed of one part of cement to every six parts of sand. Any spaces between the stones shall be filled with cement grout of the same composition as the mortar. The mortar and grout shall be placed in a continuous operation for any day's run at any one location. The grout shall be worked into the pitching so as to ensure that all spaces or voids between the stones will be completely filled with grout to the full depth of the stone pitching. Grout spilt onto exposed surfaces of the stones shall be removed while still soft, and the joints between stones shall be neatly finished.

The grouted pitching shall be cured with wet sacking or other approved wet cover for a period of not less than four days after grouting, and shall not be subjected to loading until adequate strength has been developed. Where required, weep holes shall be formed in the pitching.

(c) Grouted stone pitching on a concrete bed

The area to be pitched shall be prepared as described in subclause 5103(a) and a concrete bed (class 15 concrete) with a thickness of at least 75 mm shall then be placed. The stone pitching shall be of stones with a minimum dimension of 200 mm, which shall be laid while the concrete is still fresh. Openings between stones shall be filled with cement grout as described in subclause 5103(b), and care shall be taken not to spill the grout onto the finally exposed surfaces of the stones. Grout spilt onto the exposed surfaces of the stones shall be removed while still soft, and the joints between stones shall be neatly finished.

Curing shall be done as described for grouted stone pitching in subclause 5103(b).

The completed pitching shall have an even compacted appearance, and nowhere may the surface deviate by more than 25 mm from the specified lines and grades.

SECTION 5600: ROAD SIGNS

B5601 SCOPE

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

B5602 MATERIALS

(f) Retro – reflective material

In the first sentence, replace "SABS 1519" with "SABS 1519-1" and delete "and the adhesion requirements of CKS 191."

"When measured with a field retro-reflectometer in accordance with section B8118, the coefficient of retro-reflection of a retro-reflective material shall not less than the appropriate value given in Table B8118/1

(k) Black vinyl

In the second sentence, replace 'SABS 1519' with "SABS 1519-1" and delete the rest of the sentence.

(m) Temporary covers for road signs

When required, existing road signs shall be fully or partially covered with burlap or other approved material to obscure destinations that are temporarily inapplicable or irrelevant.

The covers shall be neatly applied and firmly fixed in position on the rear side of the sign so That they will be able to withstand strong gusts of wind or eddies caused by passing traffic."

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

B5603 MANUFACTURING OF ROAD SIGN BOARDS AND SUPPORTS

(a) Road signboards

“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 approval of the correctness of the legend. Such approval will not imply final acceptance of the board.

B5606 ERECTING ROAD SIGNS

(c) **Erection**

“After erection the signboard shall be thoroughly cleaned with a cleaning agent approved by the retro-reflective materials manufacturer.

All vegetation obstruction the new or replaced sign board shall be removed and disposed of as instructed by the Engineer.”

If the contractor is in any doubt as to the corrections of the sign detail, the sign designer shall be contacted for verification.”

(i) Steel plate road sign boards

“Steel plate used to manufacture guidance signs shall be pre-punched by means of an automated process with 5 mm holes in a rectangular grid pattern not exceeding 150 mm c/c.”

(ii) Steel profile road signboards

“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

“(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 aluminum section in Clause 5603(d) of the Standard Specification, and of Clause B5603(a)(ii) of this project Specification.”

B5605 STORAGE AND HANDLING

“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.”

SECTION 5700: ROAD MARKINGS

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

B5702 MATERIALS

(a) Paint

(ii) Retro-reflective road marking paint

“When measured in accordance with SABS Method 1261-1998 within a period of two weeks after application, the coefficient of retro-reflected luminance, R_L , shall be at least 150 mcd/m².lx for white markings and 100 mcd/m².lx for yellow markings.

Retro-reflective road-marking paint shall be used to paint road markings during the contract period and to re-paint all road markings at the end of the maintenance period.”

“(v) Other road marking materials

The contractor may use other road markings materials which would ensure more durable markings and which would meet the specified performance criteria.

Such materials shall comply with a standard set by a recognized national standard institution. Information on such materials and the standards to which they comply shall be submitted to the engineer for approval prior to the materials being used.

B5705 SURFACE PREPARATION

“The onus is on the contractor to ensure that the surfaces on which the road markings are to be applied are sufficiently clean, dry and non-flaky to ensure that the quality of the road markings will not be adversely affected. The contractor is also responsible for protecting road studs from being painted over.”

B5707 APPLYING THE PAINT

“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 onsite or is required to move within the site.

SECTION 7300: CONCRETE BLOCK PAVING FOR ROADS

B42502 MATERIALS

Bedding sand

Bedding sand for concrete block paving shall not contain any deleterious impurities. Bedding sand shall comply with the following grading requirements:

Sieve size (mm)	% passing through
9,52	100
4,75	95 – 100
2,36	80 – 100
1,18	50 – 85
0,600	25 – 60
0,300	10 – 30
0,150	5 – 15
0,075	0 – 10

Bedding sand shall not contain any clay or slit material.

(b) Jointing sand

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

100% of the sand used to fill the joints between the concrete blocks shall pass through a 1,18 mm sieve and between 10% and 15% of it shall pass through a 0,075 mm sieve.

(c) Concrete paving blocks

Concrete paving blocks shall comply with the requirements of SABS 1058. The block shall be of the class, type and thickness specified in the project specifications, on the drawings, or in the schedule of quantities. The surface texture and colour of all blocks shall be uniform. The blocks shall comply with the Portland Cement Institute's abrasion test.

(d) Concrete

Concrete in situ concrete edge beams or intermediate beams shall be constructed in accordance with the provisions of section 6200, 6300 and 6400. Prefabricated kerbing and channelling shall comply with the requirements of section 2300.

(e) Herbicide and ant poison

The herbicide and ant poison shall be environmentally friendly and shall be subject to the engineer's approval.

01 CONSTRUCTION

(a) Underlying pavement layers

The underlying pavement layers shall be constructed and prepared in accordance with the requirements for the relevant pavement layers in series 3000 of the standard specifications, the project specifications and the drawings. Where specified or required by the engineer the prepared surface shall be treated with approved herbicide and ant poison before the layer of sand for bedding is placed.

(b) Bedding sand

A layer of bedding sand shall be placed on top of the prepared surface of the underlying pavement layer. It shall be accurately levelled to an uncompacted thickness of 25 mm (± 5 mm) or as specified so that the concrete paving blocks will have the correct level after compaction. The bedding sand shall be placed immediately before the concrete paving blocks are laid and shall not be compacted before the blocks have been laid.

(c) Concrete paving blocks

The blocks shall be laid in the pattern shown on the drawings or as directed by the engineer. Unbroken blocks shall be laid first and the filler pieces afterwards. Filler pieces shall be neatly sawn or hewn to fit exactly into the space to be filled. Any space, of which the size is less than 25% of the size of an unbroken block, shall be filled with 35 MPa concrete. The size of the joints between blocks shall be between 2 mm and 4 mm, and the top faces the blocks shall be flushed.

After the paving blocks have been laid, the pavement shall be compacted by two passes of a suitable vibrating-plate compactor operating at a frequency of 65 Hz to 100 Hz and low amplitude. Its plate surface shall be 0,2 m² to 0,4 m² and it shall develop a centrifugal force of 7 kN to 16 kN.

After compaction of the pavement as described above, jointing sand shall be spread and brushed into the joints until the joints have been properly filled. Any surplus sand shall then be broomed off the pavement shall then be subjected to two further passes by the plate vibrator.

(d) Edge beams and intermediate beams

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

(b) Contractor's charges and profit added to the
prime cost sum per cent (%)

Payment under the prime cost sum for providing ant poison and herbicide and the contractor's costs and profit in this respect shall be made in accordance with the provisions of the general conditions of contract, but, in addition, the contractor's tendered rate for costs and profit shall include all compensation for applying the chemicals as specified.

PS 4.2 Particular Generic Specifications

PS 4.3 Plant and Materials

The Contractor shall avail the following plant and equipment on the site as and when required, together with operating personnel:

- a) Road traffic signs, materials for barricading and lighting and all other items necessary for ensuring public safety and convenience. The Contractor shall furnish all labour required for the erection, maintenance and removal of these items and materials;
- b) Mechanical and power tools, when ordered to do so by the Engineer;
- c) Hand tools and equipment such as shovels, picks, etc, which may, in the opinion of the Engineer, be required for the execution of the works;
- d) Forms for the casting of cast-in-situ concrete. The Contractor shall supply all labour required for the erection, stripping and cleaning of forms; and
- e) Any other plant and equipment necessary for the execution of the Works

Unless otherwise indicated in the contract documents, the Contractor shall provide all such plant and equipment complete with operating personnel, fuel and power as required. If the Contractor fails, in the opinion of the Engineer due to his own negligence, to enable the plant or equipment to be efficiently or fully utilised, the costs of under-utilisation of plant or equipment shall be borne by the Contractor to the extent determined by the Engineer.

PS 4.3.1 Transportation of labourers

The labour employed on this contract shall be local labour, hence there should be no need for transportation of labourers to site.

PS 4.3.2 Training

The Contractor shall undertake the training of the labourers. The training shall be a day long and shall cover the key features of bedding preparation, pipelaying/plumbing blanket material installation. In addition, the course shall cover the health and safety issues to be observed by all labourers for the duration of the project. At the end of the project the Contractor shall issue certificates to all deserving labourers.

Health and hygiene awareness is a prerequisite and should be conducted to the benefit of all beneficiaries.

PS 4.4 Construction Equipment

PS 4.4.1 Plant and Equipment for Construction

The Contractor shall ensure that adequate plant and equipment is available for the entire duration of the construction operation.

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

The Tenderer shall include full details in his tender of the tools he intends to use, its capabilities and the age of the equipment, as well as written proof from the Licensor, that he is the duly appointed Licensee allowing him to use the said tool in the RSA and that due royalties are paid up to date. Failure by the Tenderer to give full details of the tool he intends to use will render his tender incomplete.

PS 4.5 Existing Services

The Contractor shall throughout the Contract take adequate precautions to protect all existing services from damage whether or not they have been pointed out to him. The Contractor shall as soon as practically possible inform the Engineer of any damages to services and shall not repair any such damage unless instructed to do so. All cables and pipes shall be considered "live" unless confirmed otherwise by the relevant service authority.

PS 4.6 Site Establishment, Facilities Available and Required

The Contractor shall be obliged by Moretele Local Municipality to establish a site camp in the vicinity of the Works. Moretele Local Municipality will not provide any facilities to the Contractor. The Contractor shall make his own arrangements for campsite.

The Contractor shall be required to establish and maintain facilities for the Engineer at the Contractors campsite and for the name boards to be placed at the Works. Furthermore, the Contractor shall be required to provide own water, communications and power supply.

PS 4.7 Site Usage

- 1) Means of access to the Site will be provided by the Employer to the extent detailed in the Tender Documents.
- 2) The Tenderer shall visit the Site of the Works and shall satisfy himself as to the means of access and all matters affecting the Works, including the extent to which mechanical plant can be used for executing the Works.
- 3) Visits to the site shall be at the sole risk of the Tenderer and the Employer shall not be liable for any loss or damage to persons or property as a result of or arising from the site inspection.

PS 4.8 Permits and Way leaves

Minimal way leaves shall be required for this project.

PS 4.9 Alterations, Additions, Extensions and Modifications to Existing Work

No alterations, additions, extensions and modifications to existing works under this contract.

PS 4.10 Inspection of Adjoining Properties

The contractor is to undertake an inspection and investigation of the extent to which adjoining properties are affected in terms of encroachment, damage to property and safety in and around the vicinity of the construction site.

PS 4.11 Water and Electricity for construction purposes

- 1) Tenderer shall make his own arrangements for temporary water supply.
- 2) Arrangements for temporary services supplied by other authorities (e.g. Telkom, Eskom) shall be made by the Contractor with the authority concerned.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

PS 4.12 Accommodation and Care of Employees

- **Payment for the labour-intensive component of the works**

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

- **Applicable labour laws**

The Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No R63 of 25 January 2002, as reproduced below, shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.

PS 4.12.1 Introduction

This document contains the standard terms and conditions for workers employed in elementary occupations on a Special Public Works Programme (SPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of a SPWP.

PS 4.12.1.1 In this document –

- a) “department” means any department of the State, implementing agent or contractor;
- b) “employer” means any department, implementing agency or contractor that hires workers to work in elementary occupations on a SPWP;
- c) “worker” means any person working in an elementary occupation on a SPWP;
- d) “elementary occupation” means any occupation involving unskilled or semi-skilled work;
- e) “management” means any person employed by a department or implementing agency to administer or execute an SPWP;
- f) “task” means a fixed quantity of work;
- g) “task-based work” means work in which a worker is paid a fixed rate for performing a task;
- h) “task-rated worker” means a worker paid on the basis of the number of tasks completed;
- i) “time-rated worker” means a worker paid on the basis of the length of time worked.

PS 4.12.2 Terms of Work

PS 4.12.2.1 Workers on a SPWP are employed on a temporary basis.

PS 4.12.2.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.

PS 4.12.2.3 Employment on a SPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

PS 4.12.3 Normal Hours of Work

PS 4.12.3.1 An employer may not set tasks or hours of work that require a worker to work –

- a) More than forty hours in any week
- b) On more than five days in any week; and
- c) For more than eight hours on any day.

PS 4.12.3.2 An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.

PS 4.12.3.3 A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

PS 4.12.4 Meal Breaks

PS 4.12.4.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.

PS 4.12.4.2 An employer and worker may agree on longer meal breaks.

PS 4.12.4.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.

PS 4.12.4.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

PS 4.12.5 Special Conditions for Security Guards

PS 4.12.5.1 A security guard may work up to 55 hours per week and up to eleven hours per day.

PS 4.12.5.2 A security guard who works more than ten hours per day must have a meal break for at least one hour or two breaks of at least 30 minutes each.

PS 4.12.6 Daily Rest Period

Every worker is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.

PS 4.12.7 Weekly Rest Period

Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work ("emergency work").

PS 4.12.8 Work on Sundays and Public Holidays

PS 4.12.8.1 A worker may only work on a Sunday or Public Holiday to perform emergency or security work.

PS 4.12.8.2 Work on Sundays is paid at double the ordinary rate of pay.

PS 4.12.8.3 A task-rated worker who works on a Public Holiday must be paid-

- a) The worker's daily task rate, if the worker works for less than four hours;
- b) Double the worker's daily task rate, if the worker works for more than four hours.

PS 4.12.8.4 A time-rated worker who works on a Public Holiday must be paid –

- a) The worker's daily rate of pay, if the worker works for less than four hours on the Public Holiday;
- b) Double the worker's daily rate of pay, if the worker works for more than four hours on the Public Holiday.

PS 4.12.9 Sick Leave

PS 4.12.9.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

PS 4.12.9.2 A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.

PS 4.12.9.3 A worker may accumulate a maximum of twelve days' sick leave in a year.

PS 4.12.9.4 Accumulated sick-leave may not be transferred from one contract to another contract.

PS 4.12.9.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.

PS 4.12.9.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.

PS 4.12.9.7 An employer must pay a worker sick pay on the worker's usual payday.

PS 4.12.9.8 Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –

- a) Absent from work for more than two consecutive days; or
- b) Absent from work on more than two occasions in any eight-week period.

PS 4.12.9.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.

PS 4.12.9.10 A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

PS 4.12.10 Maternity Leave

PS 4.12.10.1 A worker may take up to four consecutive months' unpaid maternity leave.

PS 4.12.10.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.

PS 4.12.10.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.

PS 4.12.10.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.

PS 4.12.10.5 A worker may begin maternity leave –

- a) Four weeks before the expected date of birth; or
- b) On an earlier date –
 - i. If a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
 - ii If agreed to between employer and worker; or
 - c) On a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.

PS 4.12.10.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.

PS 4.12.10.7 A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the SPWP on which she was employed has ended.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

PS 4.12.11 Family responsibility leave

PS 4.12.11.1 Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances –

- a) When the employee's child is born;
- b) When the employee's child is sick;
- c) In the event of a death of
 - i. The employee's spouse or life partner;
 - ii. The employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

PS 4.12.12 Statement of Conditions

PS 4.12.12.1 An employer must give a worker a statement containing the following details at the start of employment –

- a) The employer's name and address and the name of the SPWP;
- b) The tasks or job that the worker is to perform; and
- c) The period for which the worker is hired or, if this is not certain, the expected duration of the contract;
- d) The worker's rate of pay and how this is to be calculated;
- e) The training that the worker will receive during the SPWP.

PS 4.12.12.2 An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.

PS 4.12.12.3 An employer must supply each worker with a copy of these conditions of employment.

PS 4.12.13 Keeping Records

PS 4.12.13.1 Every employer must keep a written record of at least the following –

- a) The worker's name and position;
- b) In the case of a task-rated worker, the number of tasks completed by the worker;
- c) In the case of a time-rated worker, the time worked by the worker;
- d) Payments made to each worker.

PS 4.12.13.2 The employer must keep this record for a period of at least three years after the completion of the SPWP.

PS 4.12.14 Payment

PS 4.12.14.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.

PS 4.12.14.2 A task-rated worker will only be paid for tasks that have been completed.

PS 4.12.14.3 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.

PS 4.12.14.4 A time-rated worker will be paid at the end of each month.

PS 4.12.14.5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.

PS 4.12.14.6 Payment in cash or by cheque must take place –

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

- a) At the workplace or at a place agreed to by the worker;
- b) During the worker's working hours or within fifteen minutes of the start or finish of work;
- c) In a sealed envelope which becomes the property of the worker.

PS 4.12.14.7 An employer must give a worker the following information in writing –

- a) The period for which payment is made;
- b) The numbers of tasks completed or hours worked;
- c) The worker's earnings;
- d) Any money deducted from the payment;
- e) The actual amount paid to the worker.

PS 4.12.14.8 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.

PS 4.12.14.9 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

PS 4.12.15 Deductions

PS 4.12.15.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.

PS 4.12.15.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.

PS 4.12.15.3 An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.

PS 4.12.15.4 An employer may not require or allow a worker to –

- a) Repay any payment except an overpayment previously made by the employer by mistake;
- b) State that the worker received a greater amount of money than the employer actually paid to the worker; or
- c) Pay the employer or any other person for having been employed.

PS 4.12.16 Health and Safety

PS 4.12.16.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.

PS 4.12.16.2 A worker must –

- a) Work in a way that does not endanger his/her health and safety or that of any other person;
- b) Obey any health and safety instruction;
- c) Obey all health and safety rules of the SPWP;
- d) Use any personal protective equipment or clothing issued by the employer;
- e) Report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

PS 4.12.17.1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

PS 4.12.17.2 A worker must report any work-related injury or occupational disease to their employer or manager.

PS 4.12.17.3 The employer must report the accident or disease to the Compensation Commissioner.

PS 4.12.17.4 An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

PS 4.12.18 Termination

PS 4.12.18.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.

PS 4.12.18.2 A worker will not receive severance pay on termination.

PS 4.12.18.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.

PS 4.12.18.4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

PS 4.12.18.5 A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

PS 4.12.19 Certificate of Service

PS 4.12.19.1 On termination of employment, a worker is entitled to a certificate stating –

- a) The worker's full name;
- b) The name and address of the employer;
- c) The SPWP on which the worker worked;
- d) The work performed by the worker;
- e) Any training received by the worker as part of the SPWP;
- f) The period for which the worker worked on the SPWP;
- g) Any other information agreed on by the employer and worker

PS.5. PROJECT SPECIFICATIONS: ADDITIONAL SPECIFICATIONS

PS 5.2 Planning and Programming

The Contractor shall be required to commence with execution of the Works within 14 days from the date of delivery of the Letter of Acceptance, realistic program of Works, cash flow projections and obliged to all contractual requirements.

The cash flow shall include details of anticipated monthly expenditures based on the program and shall be in the form of a bar chart with a calendar week as the time scale. The program shall list key construction activities and indicate their duration, weekly production rates and their relation to other activities thereby defining a critical path to the Due Completion Date. The monthly expenditures shall be the net value of construction and shall not include contingencies and VAT.

The program shall make allowance for all public holidays, builders' holidays and rain. The Contractor shall table an updated copy of the approved programme at each site meeting clearly indicating the actual progress versus the scheduled progress.

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

PS 5.3 Sequence of the Works

The work to be performed under this Contract includes the supply of all equipment, labour and plant for the installation of toilets.

Notwithstanding any changes that the Engineer deems necessary, the sequence of the works shall be as follows :

- Notification of the public about the works.
- Maintaining good public relations with Moretele Municipality customers and the public.
- Site establishment
- Traffic control and temporary signage during the construction period.
- Excavation
- Construction of road layers
- Installation of paving blocks and kerbs
- Construction of drainage system
- Installation of road signs
- Testing of layer works prior to commissioning.
- Clearing up of site

PS 5.4 Software application for Programming

The Contractor shall table an updated copy of the approved programme at each site meeting clearly indicating the actual progress versus the scheduled progress. As long as the programme is clear and legible it would be accepted. It is recommended that MS Projects. Project Scheduler Sure Track or MS Excel be used to prepare a construction programme schedule.

PS 5.5 Methods and Procedures

The Main Contractor will be responsible for the construction methods, quality assurance, testing and commissioning of the pipelines. The Engineer or his duly authorized representative will do routine inspections. These inspections will be done at the following stages per instructed section:

1. Setting out
2. Excavation completed
3. Completion of the bedding
4. Laying of 1200mm diam. Class 70D precast pipe culverts for 1,34km
5. Completion of blanket
6. Compaction testing
7. Construction of drainage system
8. Construction of stone pitching
9. Clearing and Carting away of any boulders and excessive material

All complete structures will have to be signed off individually by the following persons: Municipality, Engineer and Contractor.

PS 5.6 Quality Plans and Control

The onus to produce work that conforms in quality and accuracy of detail to the requirements of the specifications and drawings rests with the Contractor, and the Contractor shall, at his own expense, institute a quality-control system and provide experienced personnel, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the works at all times.

The cost of supervision and process control will be deemed to be included in the rates tendered for the related items of work.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

On completion and submission of every part of the Works to the Engineer for examination, the Contractor shall furnish the Engineer with proof of quality in the form of a data pack containing measurements and levels to indicate compliance with the scope of work.

PS 5.7 Accommodation of Traffic on Public roads

The contractor shall make available on site at all times sufficient all equipment and material for watching, barricading, lighting and traffic signs for work on public roads and access to private properties.

PS 5.8 Other Contractors on Site

The Contractor shall have to sub-let a portion of the works to local SMME's as subcontractors. The Contractor shall be expected to enter into a contract with the subcontractor(s) in accordance with the requirements of Clause 4.4 of the General Conditions of Contract.

PS 5.9 Testing, Completion, Commissioning and Correction of Defects

The contractor shall allow in his rates general inspections and tests and for the supply of all necessary equipment that may be required for these tests and/or inspections by the Engineer. The contractor shall make good any defects prior to commissioning of the works.

PS 5.10 Recording of Weather and Abnormal Rainfall

The extension of time to be allowed for due to abnormal rainfall shall be calculated by the formula:

$$V = (Nw - Nn) + (Rw - Rn)/20$$

Where

V = Extension of time in calendar days of the calendar month under consideration

Nw = Actual number of days during the calendar month under consideration on which a rainfall of 10mm and more has been recorded

Rw = Actual total rainfall in mm recorded during the calendar month under consideration

Nn = Average number of days, derived from rainfall records, on which a rainfall of 10mm and more has been recorded during the relevant calendar month as per the data tabulated hereinafter

Rn = Average total rainfall in mm for the relevant calendar month, derived from rainfall records, as tabulated hereinafter

Where the extension of time due to abnormal rainfall has to be calculated for portion of a calendar month, pro rata values shall be used.

Should V be negative for any particular month and should its absolute value exceed the corresponding value of Nn then V shall be taken as being equal to minus Nn.

The total extension of time to be granted shall be the algebraic sum of all the monthly extensions provided that this total is negative then the extension of time to be granted for abnormal rainfall shall be taken as zero.

The rainfall records applicable in respect of this Contract are those recorded at Rainfall station: **05895941 Bela-Bela** and shall be those used for calculating the extension of the Time for Completion on account of abnormal rainfall. The following values of Nn and Rn are to apply.

MONTH	AVERAGE RAINFALL (mm) - Rn	RAIN DAYS (per month) - Nn
JANUARY	96.4	7.7
FEBRUARY	81.2	7.3
MARCH	85.1	6.1
APRIL	20.7	3.2

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

MAY	16.1	1.7
JUNE	4.5	1.1
JULY	0.9	0.3
AUGUST	2.4	0.3
SEPTEMBER	7.2	1.8
OCTOBER	48.6	6.1
NOVEMBER	90.7	8.1
DECEMBER	85.5	7.8

The Contractor shall be permitted to take his own rainfall measurements on site subject to the Engineer's approval, but access to the measuring gauge(s) shall be under the Engineer's control. The Contractor is to provide and install all the necessary equipment for accurately measuring the rainfall as well as to provide, erect and maintain a security fence plus gate, padlock and keys at each measuring station, all at his own cost.

PS 5.11 Format of Communications

The Contractor and Employer shall follow the communication protocol through the Engineer or his duly authorized representatives. Communication media applicable shall be site meetings, telephone, fax, letter and email.

PS 5.12 Key Personnel

The Key role players involved or associated with the contract are listed below with references made to the General Conditions of Contract.

- The Employer (GCC, Clause 1.1.11.15)
- The Engineer (GCC, Clause 1.1.1.16)
- The Engineer's Representative (GCC, Clause 1.1.11.17)
- The Contractor (GCC, Clause 1.1.1.9)
- The Contractor's Site Agent
- Responsible person in terms of the OHS Act

PS 5.13 Management Meetings

The Contractor shall attend site meetings with representative of the Employer and the Engineer at dates and times to be determined by the Employer. Such meetings will be held to evaluate the progress of the Contract and to discuss matters pertaining to the Contract which any of the parties represented may wish to raise but not matters concerning the day to day running of the Contract.

PS 5.14 Forms for Contract Administration

Refer to Returnable Documents Part T2 for contract related forms that should be completed.

PS 5.15 Daily Records

A daily diary, site instruction book, both in triplicate and safety documents are to be provided and kept by the Contractor on site and updated on a daily basis. All copies will be forwarded to Moretele Local Municipality after completion of this contract.

PS 5.16 Bonds and Guarantees

The Contractor shall within twenty one (21) days from the date of the Letter of Acceptance provide the Employer with a Surety Bond in the form of a Bank Guarantee, Bank Transfer or a Guarantee from an

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

approved Insurance company to the satisfaction of the Employer in the form included in the Tender Documents, for an amount equal to ten per cent (10%) of the Tender Sum, for the due and punctual fulfilment and completion of all contractor's obligations under the Contract and no Extension of Time or any variation of the Contract nor the termination of the Contract by the Employer in terms of Clause 9.2 hereof shall in any way impair or diminish or terminate any liability to the Employer under and by virtue of such Surety Bond, and the cost of the Surety Bond to be so entered into shall be at the expense in all respects of the Contractor, the Surety Bond to be released upon issue of the Engineer's Certificate of Completion, unless otherwise stated in the Appendix.

PS 5.17 Payment Certificates

Measurements will be done continuously between the Engineer and the Contractor on dates and time agreed on. Dates must be arranged by these parties.

The progress of the following items will be recorded hereunder.

The contractor will provide a concept with quantities to the Engineer. If any material on site is claimed, proof of ownership must be provided either by means of the necessary receipts or a letter from the supplier stating that ownership has been transferred to the contractor upon delivery.

After the payment certificate has been approved by the Engineer, the contractor must issue a VAT invoice. The certificate will then be ready for handing in.

Payment certificates must be completed monthly and submitted before each site meeting, to ensure that percentage progress can be ready for the site meeting each month.

PS 5.18 Permits

The contractor shall fulfil all way leaves requirements/permits prior to construction.

PS 6 FEATURES REQUIRING SPECIAL ATTENTION

PS 6.1 Security

The contractor shall be responsible for the security of his personnel, materials and construction plant on and around the site of the Works and for the security of his camp, and the personnel of the Employer and Engineer. Should the Contractor not take sufficient measures in this regard, the Employer will not process any payment certificates.

PS 6.2 Work Outside Normal Working Hours

Normal working hours shall be defined as between 07:00 and 17:30 Mondays to Fridays and also 07:00 to 13:00 Saturdays.

No work outside normal working hours will be allowed. Should the Contractor wish to work outside normal working hours written permission shall be obtained from the Engineer and all additional costs arising out of such work shall be entirely to the Contractor's account.

PS 6.3 Sanitary Facilities

The Contractor shall provide, maintain and finally remove from site proper sanitary accommodation at each work front. Sanitary accommodation provided shall be properly screened and its use strictly enforced. The sanitary accommodation provided must be adequately ventilated, properly disinfected and kept in a very clean condition at all times.

PS 6.4 Community Liaison and Community Relations

In all dealings with the community and workers employed from within the community, the Contractor shall take due cognisance of the character, culture and circumstances of the community involved and shall at all times use his/her best endeavours to avoid the development of disputes and to foster a spirit of co-operation and harmony towards the project.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

The Contractor shall at all times, keep the Engineer fully informed on all matters affecting the community and shall at all times maintain good public relations with Moretele Local Municipality customers and the public. The Contractor shall at all times, keep the Engineer fully informed of progress and planned interruption on all matters affecting the community.

PS 6.5 Conditions and Procedures for Service Agencies

The Contractor shall throughout the Contract take adequate precautions to protect all existing services from damage whether or not they have been pointed out to him. The Contractor shall as soon as practically possible inform the Engineer of any damages to services and shall not repair any such damage unless instructed to do so.

All cables and pipes shall be considered “live” unless confirmed otherwise by the relevant service authority.

PS 7 HEALTH AND SAFETY SPECIFICATION AND ENVIRONMENTAL MANAGEMENT PLAN FOR CONSTRUCTION WORK.

PS 7.1 INTRODUCTION AND BACKGROUND

Background to the Occupational Health and Safety Specification

Historically, the Construction Industry has had poor health and safety record. Due to the complex and potential dangerous operation being undertaken, there is a risk of incidents and injuries. In many instances poor adherence to the Occupational Health and Safety Act (OHSA) has resulted in severe consequences for Health and Safety performances. **MORETELE LOCAL MUNICIPALITY** determined that the highest health and safety standards will prevail throughout the site and that there will be full commitment from all parties to achieving best practices recognized internationally.

To achieve this goal **Moretele Local Municipality** has prepared and published a Standard Occupational Health and Safety Specification for Construction (SOHSS). The SOHSS sets out guidelines and minimum levels of awareness and guidelines for Health and safety. Responsibility for adherence rests with Contractors and in particular with all employees who are encouraged to be pro-active. **Moretele Local Municipality** is committed to ensuring the highest health and safety standards for all work undertaken on site.

Contractors as employers are fully responsible and accountable for compliance with all health and safety requirements.

The SOHSS specification has been prepared to include in all Tender and Contract Documents for construction work. The employer’s personnel will be responsible for the auditing of the implementation of the SOHSS and maintaining the document control and record systems associated with the SOHSS.

PS 7.2 PURPOSE OF THE HEALTH AND SAFETY SPECIFICATION

The purpose of the SOHSS is to ensure contractors submitting tenders are aware of the contractual Occupational Health and Safety performances specification. It is also there to assist towards achieving compliance with OHS law in order to reduce incidents and injuries. The SOHSS will be implemented during the whole construction phase of the project.

This will also assist in ensuring that all cost related to the compliance with OHSA, as well as this SOHSS are taken into consideration at Tender stage.

The SOHSS is a performance specification to ensure that **Moretele Local Municipality** as well as bodies that enter into formal agreement with the **Moretele Local Municipality**, Consultants, Contractors, Sub-contractors, Tenants and Concessionaries achieves an acceptable level of PHS performance.

No advice, approval of any document required by the SOHSS such as hazard identification and risk assessments action plan or any other form of communication from **Moretele Local Municipality** shall be

Employer Witness 1 Witness 2 Contractor Witness 1 Witness 2

construe as an acceptance by **Moretele Local Municipality** of any obligation that absolves the contractor from achieving the required level of performance and compliance with legal requirements. Further, there is no acceptance of liability by **Moretele Local Municipality** may result from the contractor failing to comply with the SOHSS unless **Moretele Local Municipality** issued an instruction to any requirement, i.e. the contractor remains responsible for achieving the required performance levels.

PS7.2.1 REQUIREMENTS OF OCCUPATIONAL HEALTH AND SAFETY ACT REGULATIONS

PS7.2.2 EXTRACT FROM THE PROCUREMENT POLICY

“Where foundation slabs are set directly against the face of excavations, the volume of concrete measured for payment shall include the total volumes of concrete placed, allowing for up to a maximum over the neat lines and levels indicated on the drawings is not possible. (No formwork to the footing shall be measured when the concrete is cast against the face of the excavations).” Based on the risk assessment, the principal contractor shall develop a set of site –specific OH&S aspects of the construction. The risk assessment, together with the site-specific OH&S rules shall be submitted to **Moretele Local Municipality** before construction on site commences. Despite the risk assessment listed in paragraph 4, the principal contractor shall conduct a baseline risk assessment and the aforesaid listed risk assessment shall further include the standard working procedures and the applicable method statements based on the risk assessments

All variations to the scope of work shall similarly be subjected to a risk assessment process.

2.1 Review of Risk Assessment

The principal contractor shall review the hazard identification, risk assessments and standard working procedures at each production planning and progress report meeting as the contract work develops and progresses and each time changes are made to the designs, plans and construction methods and processes. The principal contractor shall provide Moretele Local Municipality, other contractors and all other concerned parties with copies of any changes, alterations or amendments as contemplated in paragraph 2.1.3

2.2 Legal Requirements

A principal contractor shall, as a minimum, comply with:

The Occupational Health and Safety Act and Regulations (Act 85 of 1993), an up-to-date copy of which shall be available on site at all times.

The Compensation for Occupational Injuries and Diseases Act (Act 130 of 1993), an up-to-date copy of which shall be available on site at all times.

Where work is being carried out on a “mine”, the contractor shall comply with the Mines Health and Safety Act and Regulations (Act 29 of 1960) and any other OH&S requirements that the mine may specify. An up-to-date copy of the Mines Health and Safety Act and Regulations shall be available on site at all times.

2.3 Structure and Responsibilities

2.3.1 Overall Supervision and responsibility for OH&S

It is a requirement that the principal contractor, when he appoints contractors (Sub-contractors) in terms of Construction Regulations 5(3), 5(5), 5(9), 5(10) and 5(12) includes in his agreement with such contractors the following:

- OH&S Act (85 of 1993), Section 37(2) agreement: “Agreement with Mandatory”
- OH&S Act (85 of 1993), Section 16(2) appointee/s as detailed in his /her /their respective appointment forms.

2.3.2 Further (Specific) Supervision Responsibilities for OH&S

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

The contractor shall appoint designated competent employees and/or other competent persons as required by the Act and Regulations. Below is a generic list of identified appointments and may be used to select the appropriate appointments for this contract. The contractor shall note that it is a generic list only and is intended for use as a guideline.

Ref. Section/Regulation in OHS Act

- Batch Plant Supervisor (Construction Regulation 6(1))
- Construction Vehicles/Mobile Plant/Machinery Supervisor (Construction Regulation 21)
- Drivers/Operators of Construction Vehicles /Plant (Construction Regulation 21)
- Electrical Installation and Appliances Inspector (Construction Regulation 22)
- Emergency/Security/Fire Coordinator (Construction Regulation 27)
- Excavation Supervisor (Construction Regulation 11)
- Explosive Powered Tool Supervisor (Construction Regulation 19)
- First Aiders (General Safety Regulation 3)
- Fire Equipment Inspector (Construction Regulation 27)
- Formwork and Support work Supervisor (Construction Regulation 10)
- Incident Investigator (General Admin Regulation 29)
- Ladder Inspector (General safety Regulation 13A)
- Materials Hoist Inspector (Construction Regulation 17)
- OH&S Committee (OHS ACT Section 19)
- OH&S Officer (Construction regulation 6(6))
- OH&S Representatives (OHS Act Section 17)
- Person Responsible for Machinery (General Machinery Regulation 2)
- Stacking Storage Supervisor (Construction Regulation 26)
- Structures Supervisor (Construction Regulation 9)

The principal contractor shall, furthermore, provide Moretele Local Municipality with an Organogram of all contractors that he/she has appointed or intends to appoint and keep this list updated and prominently displayed on site. Where necessary, or when instructed by an inspector of the Department of Labour, the principal contractor shall appoint a competent construction safety officer.

2.3.3 Designation of OH&S Representatives (Section 17 of the OH&S Act)

Where the principal contractor employs more than 20 persons (including the employees of other contractors (sub-contractors) he has to appoint one OH&S representatives for every 50 employees or part thereof. General Administrative Regulation 6 requires that the appointment or election and subsequent designation of the OH&S representatives be conducted in consultation with employee representatives or employees. (Section 17 of the Act and General Administrative Regulation 6 & 7) OH&S representatives shall be designated in writing and the designation shall include the area of responsibility of the person and term of the designation.

2.3.4 Duties and Functions of the OH&S Representatives (Section 18 of the OH&S Act)

The principal contractor shall ensure that the designated OH&S representatives conduct continuous monitoring and regular inspections of their respective areas of responsibility using a check list and report thereon to the principal contractor. OH&S representatives shall be included in accident or incident investigations. OH&S representatives shall attend all OH&S committee meetings.

2.3.5 Appointment of OH&S Committee (Sections 19 and 20 of the OH&S Act)

The principal contractor shall establish an OH&S committee, which shall meet as specified in the Regulations.

2.4 Administrative Controls and the Occupational Health and Safety File

2.4.1 The OH&S File (Construction Regulation 5 (7))

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

As required by Construction regulation 5(7), the principal contractor and other contractors shall each keep an OH&S file on site. The following list is not exhausted and shall only be used as a guide:

- Notification of construction work (Construction Regulation 3)
- Latest copy of OH&S Act (General Administrative Regulation 4)
- Proof of registration and good standing with COID insurer (Construction Regulation 4 (g))
- OH&S plan agreed with the Client including the underpinning risk assessment/s and method statements (Construction regulation 5 (1))
- Copies of OH&S committee and other relevant minutes
- Designs/drawings (Construction Regulation 5 (8))
- A list of contractors (sub-contractors) including copies of the agreement between the parties and the type of work being done by each contractor (Construction Regulation 9)
- Appointment/designation forms as per paragraph 2.1.1 and 2.1.2
- Registers as follows:
 - Accident/Incident register (Annexure 1 of the General Administrative Regulations)
 - OH&S representatives' inspection register
 - Batch plant inspections
 - Construction vehicles and mobile plant inspections by controller
 - Daily inspection of vehicles, plant and other equipment by the operator/driver /user
 - Designer's inspection of structure record
 - Excavations inspection
 - Fall protection inspection register
 - First aid box contents
 - Fire equipment inspection and maintenance
 - Ladder inspections
 - Lifting equipment register
 - Machinery safety inspection register (incl. machine guards, lock-outs etc.)
 - Stacking and storage inspection
 - All other applicable record including traffic safety officer reports.

Moretele Local Municipality will conduct an audit on the OH&S file of the principal contractor from time- to-time.

2.5 Notification of Construction Work (Construction Regulation 3)

The principal contractor shall, where the contract meets the requirements laid down in Construction Regulation 3, within 5 working days, notify the Department of Labour of the intention to carry out construction work and use the form (Annexure A in the Construction Regulations) for the purpose. A copy shall be kept on the OH&S file and a copy shall be forwarded to Moretele Local Municipality for record keeping purposes.

2.6 Training and Competence

The contents of all training required by the Act and Regulations shall be included in the principal contractor's OH&S plan. The principal contractor shall be responsible for ensuring that all relevant training is undertaken. Only accredited service providers shall be used for OH&S training. The principal contractor shall ensure that his and other contractor's personnel appointed are competent and that all training required to doing the work safely and without risk to health, has been completed before work commences. The principal contractor shall ensure that follow-up and refresher training is conducted as the contract work progresses and the work situation changes. Records of all training must be kept on the OH&S file for auditing purposes.

2.7 Consultations, Communication and Liaison

OH&S liaison between the client, the principal contractor, the other contractors, the designer and other concerned parties will be through the OH&S committee as contemplated in paragraph 2.3.5. In addition to the above, communication may be directly to the client or his appointed agent, verbally or in writing, as and when the need arises.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Consultations with the workforce on OH&S matters will be through their supervisors, OH&S representatives and the dissemination of all relevant OH&S information to the other contractors e.g. design changes agreed with the client and the designer, instructions by the client and/or his/her agent, exchange of information between contractors' most senior manager on site shall be required to attend all OH&S meetings.

2.8 Checking, Reporting and Corrective Actions

2.8.1 Monthly Audit by Client (Construction Regulation 4(1) (d))

Moretele Local Municipality will conduct monthly audits to comply with Construction Regulation 4(1)(d) to ensure that the principal contractor has implemented and is maintaining the agreed and approved OH&S PLAN.

2.8.2 Other Audits and inspections by Moretele Local Municipality.

Moretele Local Municipality reserves the right to conduct other ad hoc audits and inspections as deemed necessary. This will include site safety walks.

2.8.3 Contractor's Audits and Inspections

The principal contractor is to conduct his own monthly internal audits to verify compliance with his own OH&S management system as well as of with this specification.

2.8.4 Inspections by OH&S Representatives and other Appointees

OH&S representatives shall conduct weekly inspections of their areas of responsibility and report thereon to their foreman or supervisor whilst other appointees shall conduct inspections and report thereon as specified in their appointments e.g. vehicle, plant and machinery drives, operators and users must conduct daily inspections before start-up.

2.8.5 Recording and Review of inspection Results

All the results of the abovementioned inspections shall be in writing, reviewed at OH&S committee meetings, endorsed by the chairman of the meeting and placed on the OH&S File.

2.8.6 Accidents and Incident Investigation (General Administrative Regulation 9)

The principal contractor shall be responsible for the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she /they had to be investigation shall be entered into an accident/incident register listed in paragraph 2.4.1

The principal contractor shall be responsible for the investigation of all minor and non-injury incidents as described in Section 24 (1) (b) & (c) of the act and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

2.8.7 Reporting

The principal contractor shall provide Moretele Local Municipality with copies of all statutory reports required in terms of the Act within 7 days of the incident occurring.

3.0 OPERATIONAL CONTROL

3.1 Operational Procedures

Each construction activity shall be assessed by the principal contractor so as to identify operational procedures that will mitigate against the occurrence of an incident during the execution of each activity. This specification requires the principal contractor:

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

- To be conversant with Regulations 8 to 29 (inclusive)
- To comply with their provisions
- To include them in his OH&S plan where relevant.

3.2 Emergency Procedures

Simultaneous with the identification of operational procedures (per paragraph 3.1 above), the principal contractor shall similarly identify and formulate emergency procedures in the event an incident does occur. The emergency procedures thus identified shall also be included in the principal contractor's OH&S plan.

3.3 Personal & Other Protective Equipment (Sections 8/15/23 of the OH&S Act)

The contractor shall identify the hazards in the workplace and deal with them. He must either remove them or, where impracticable, take steps to protect workers and make it possible for them to work safely and without risk to health under the hazardous conditions.

Personal protective equipment (PPE) should, however, be the last resort and there should always first be an attempt to apply Employer's Agenting and other solutions to mitigating hazardous situations before the issuing of PPE is considered.

Where it is not possible to create an absolutely safe and healthy workplace the contractor shall inform employees regarding this and issue, free of charge, suitable equipment to protect them from any hazards being present and that allows them to work safely and without risk to health in the hazardous environment.

It is a further requirement that the contractor maintains the said equipment, that he instructs and trains the employees in the use of equipment and ensure that the prescribed equipment is used by the employee/s.

Employees do not have the right to refuse to use/wear the equipment prescribed by the employer and, if it is impossible for an employee to use or wear prescribed protective equipment through health or any other reason, the employee cannot be allowed to continue working under the hazardous condition/s for which the equipment was prescribed but an alternative solution has to be found that may include relocating or discharging the employee.

The principal contractor shall include in his OH&S plan the PPE he intends issuing to his employees for use during construction and the sanctions he intends to apply in cases of nonconformance by his employees. Conformance to the wearing of PPE shall be discussed at the weekly inspection meetings.

3.4 Other Regulation

Wherever in the Construction Regulations or this specification there is reference to other regulations (e.g. Construction Regulation 22: Electrical Installations and Machinery on Construction Sites) the principal contractor shall be conversant with and shall comply with these regulations.

3.5 Public Health & Safety (Section 9 of the OH&S Act)

The principal contractor shall be responsible for ensuring that non-employees affected by the construction work are made aware of the dangers likely to arise from said construction work as well as the precautionary measures to be observed to avoid or minimize those dangers.

This includes:

- Non- employees entering the site for whatever reason
- The surrounding community
- Passersby to the site

4.0 PROJECT/SITE SPECIFIC REQUIREMENTS

4.1 Baseline risk Assessment

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

ACTIVITY	HAZARD	RISK	MEASURES REQUIRED
Site Establishment	Heavy Lifting	Injuries and strains	Procedures Equipment Training PPE
	Traffic and Moving vehicles	Injuries, crushing, strains and death	Traffic Management Training
	Dust	Inhalation	Procedures PPE
	Snakes and spiders	Poisonous bite can cause death	Procedures Emergency plan
Offloading Equipment and materials	Heavy lifting	Injuries strains	Procedures Equipment Training PPE
	Collapsing loads	Injuries, crushing, strains and death	Procedures Training PPE
Excavations	Traffic and Moving vehicles	Injuries, crushing, strains and death	Traffic Management Training
	Collapsing side walls	Injuries, crushing, strains and death	Procedures Equipment Training PPE Sloping or shoring
	Dust	Inhalation	Procedures PPE
	Noise	Hearing impairment	Procedures PPE
	Open trenches	Falling into causing injuries and death	Procedures Barricading Training PPE CLO involvement

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

	Moving Plant	Injuries, crushing, strains and death	Traffic Management Procedures Training
	Compressor and jackhammer	Injuries, vibration sickness, WRULD	Training PPE
Backfilling and layerworks	Traffic and Moving vehicles	Injuries, crushing, strains and death	Traffic Management Training
	Dust	Inhalation	Procedures PPE
	Noise	Hearing impairment	Procedures PPE
	Moving Plant	Injuries, crushing, strains, death	Traffic Management Procedures Training
	Pedestrian and children	Injuries, crushing, strains, death	Traffic Management Procedures Training
Compacting	Vibration of equipment	Injuries and WRULD	Traffic Management PPE
	Dust	Inhalation	Procedures PPE
	Noise	Hearing impairment	Procedures PPE
	Moving Plant	Injuries, crushing, strains, death	Traffic Management Procedures Training
	Traffic and Moving vehicles	Injuries, crushing, strains and death	Traffic Management Training
Presence of visitors and members of the public	Moving Plant and equipment	Injuries, crushing, strains and death	Traffic Management Procedures Training
	Noise	Hearing impairment	Procedures PPE
	Moving Plant	Injuries, crushing, strains, death	Traffic Management Procedures Training
	Collapsing structures and support	Injuries, crushing, strains and death	Procedures Equipment Training PPE
	Water filled trenches	Injuries and death	Protection, Prevention Procedures
Brickwork	Heavy lifting	Injuries and strains	Procedures Training PPE
	Ergonomics and posture	Strains and Injuries	Procedures Training PPE

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

	Collapsing scaffold structures	Injuries, crushing, strains and death	Procedures Equipment Training PPE
	Work at heights	Injuries and death	Fall protection plan Procedures Equipment, Training PPE Medicals
Moving vehicles and plant	Traffic accidents	Injuries, crushing, strains and death	Traffic Management Procedures Training
Sub-contractors	Same hazards as main contractor	Same risks as main contractor	Main-contractor to ensure sub-contractor adhere to all OHS requirements

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



AGREEMENT WITH MANDATORY

In terms of section 37 (1) and (2)

Written agreement entered into and between

(Herein after referred to as the "CLIENT")

AND

(Herein after referred to as the "CONTRACTOR")
Each page as well as each change made to be initialed

DEFINITION OF MANDATORY

Includes an agent, a Contractor or Subcontractor for work, but without derogating from his status in his own right as an Employer or User.

Section 37 (1)

Whenever the employee does or omits to do any act which it would be an offence in terms of this Act or the employer or such employee or a user to do or omit to do, then unless it is provided that: -

- a) In doing or omitting to do that act the employee was acting without the connivance or permission of the employer or any such user;
- b) It was not under any condition or in any circumstances with the scope of the authority of the employee to do or omit to do an act, whether lawful or unlawful, of the character of the act or omissions charged, and
- c) all reasonable steps were taken by the employer or such user to prevent any act or omission of the kind in question.

The employer or any such user himself shall be presumed to have done or omitted to do the Act, and shall be liable to be convicted and sentenced in respect thereof; and the fact that he issued instructions forbidding any act or omissions of the kind in question shall not, in itself, be accepted as sufficient proof that he took all reasonable steps to prevent the act or omission.

Section 317(2)

The provision of subsection (1) shall mutates mutandis apply in the case of a mandatory of employer or user, except if the parties have agreed in writing to the arrangements and procedures between them to ensure compliance by the mandatory with the provisions of this Act.

ACCEPTANCE BY MANDATORY

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

In terms of Section 37 (2) of the OHS Act 85 of the 1993, I _____

Representing __ responsible for carrying out
(Contractor Company Name)

_____ at _____
(describe activity) (contract/site name)

I undertake to ensure that the regulations and provisions of the OHS Act and construction regulations are complied with.

SIGNATURES:

Contractor Representative Date

Client Representative Date

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**APPOINTMENT
CONSTRUCTION REGULATION 5 (1)(K)**

In terms of the above-mentioned regulation:
The contractor shall submit the following for approval before commencement of any construction work and shall commence with activities only after approval:
Letter of Good standing. CR 7(1)(c)(iv)
Health and Safety file with Health and Safety plan. CR 7(1)
Required appointment letters of relevant responsible persons with proof of competency. CR 8
Risk assessment of anticipated activities to be performed on this project. CR 9

_____(full names) representing

_____(Client) appoint

_____(Contractor company name) to carry

out the following work: _

on project: _____

Signature: _____ Date: __
(Client representative)

ACCEPTANCE

_____representing _
(Contractor company name)

Accept this appointment. I am familiar with Occupation Health and Safety Act and construction Regulations as well as the associated duties and responsibilities of this appointment.

Signature: _____ Date: __
(Contractor representative)

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

PS8 EXPANDED PUBLIC WORKS PROGRAMME IMPLEMENTATION GUIDELINES

PS8.1 INTRODUCTION

The requirements of the Expanded Public Works Programme are contained in the document Guidelines for the implementation of Labour Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP) included.

PS9 MATERIALS

PS9.1 QUALITY OF MATERIAL

All materials are to be the best of their respective kinds, new, undamaged, sound and free from defects and shall comply with the relevant clauses of the specification.

All references to Standard Specifications are to the latest amendment to such specifications. Materials bearing the SANS or BS mark will not be subjected to tests to determine whether they comply with the relevant specifications. The Employer's Agent may in his discretion require any material not bearing such a mark to be tested in accordance with the relevant specifications; should he do so the Contractor shall arrange for such tests to be carried out at the Contractor's cost by the South African Bureau of Standards or other approved body.

Whether or not the material bears the mark or is tested, any material found not to be in accordance with the specification would be rejected and replaced by the Contractor at his own cost.

Tenderers may be required, at their own expense to submit samples of the material offered to the Employer's Agent for his approval and the material supplied under this contract shall be of a standard equal to that of the samples so submitted and approved. Samples will remain the property of the tenderers, who shall remove them when called upon to do so by the Employer's Agent.

PS9.2 PLANT

PS9.2.1 CONSTRUCTION PLANT

Construction plant shall be of a suitable type for carrying out the work for which it is required. Its capacity shall be sufficient to meet the requirements of the work within the contract time. It shall be kept at all times in full working order and repair. If the Employer's Agent considers that the plant in use is in any way inefficient or is inadequate in capacity, he shall have the right to call upon the contractor to provide such additional plant or equipment as may be required to meet the needs of the Works.

PS9.3 CONSTRUCTION

PS9.3.1 WATCHING, BARRICADING, LIGHTING AND TRAFFIC CROSSINGS

The Contractor shall be responsible for the protection of persons, animals, vehicles and property from injury or damage by reason of the works, and shall employ competent watchmen and guard the works both by day and by night.

The Contractor shall provide, erect and maintain adequate warning signs and other protective measures as may be necessary from time to time to the approval and satisfaction of the Employer's Agent.

Pits will only be allowed to be open for a maximum of 24 hours. Should any pit be open for longer than 24 hours, the Employer's Agent can instruct the Contractor to close the pit. Should the Contractor fail to close the pit within 24 hours, work can be stopped by the Employer's Agent.

PS9.3.2 Existing services

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

PS9.3.2.1 Action by Contractor

All services, in particular cables, shall be treated as live until proven otherwise.

PS9.3.3 MEASUREMENT AND PAYMENT

PS9.3.3.1 SCHEDULED FIXED-CHARGE AND VALUE-RELATED ITEMS

PS9.3.3.1.1 Establishment of Facilities on Site

a) Complying with health and safety specification

Unit:

Sum

This rate shall cover all the fixed charged costs incurred by the contractor to comply with the Health and Safety specifications set by the Client. This will include the compilation of all documentation, assessments, risk analysis, etc. as specified. Refer to particular specifications volume 2 of the contract documentation.

b) Provision for sufficient hand excavation tools

Unit:

Sum

The Contractor is responsible for the supply of sufficient hand excavation tools for the trench excavations/trimming, to required final depth, in soft material. At least one shovel and one pickaxe must be provided per applicable worker. The tools will remain the property of the Contractor. Payment will be made as a fixed amount and as a time related amount. Should not enough tools be made available; the payment of these items may be reduced until enough tools are on site. This rate shall cover the fixed costs for the supply of hand excavation tools.

PS9.3.4 SCHEDULED TIME-RELATED ITEMS

PS9.3.4.1 Operation and Maintenance of Facilities on Site, for Duration of Construction, except where otherwise state:

a) Complying with health and safety specification

Unit: Sum

This rate shall cover all the time related costs incurred by the contractor to comply with the Health and Safety specifications set by the Client. This will include the monitoring of the Health and Safety plan, regular safety meeting, safety officer, etc. as specified. Refer to particular specifications PDA and volume 5 of the contract documentation.

b) Provision for sufficient hand excavation tools

Unit: Sum

The Contractor is responsible for the supply of sufficient hand excavation tools for the excavation of pits by the local community. At least one shovel and one pickaxe must be provided per stand. The number of stands to be simultaneously supplied with these tools will depend on the approved programme. The tools will remain the property of the Contractor. Payment will be made as a fixed amount and as a time related amount. Should not enough tools be made available; the payment of these items may be reduced until enough tools are on site. This rate shall cover the fixed costs for the supply of hand excavation tools.

PS9.3.5 SUMS STATED PROVISIONALLY BY EMPLOYER'S AGENT

The Contractor shall be instructed to appoint and pay nominated sub-contractors by the Employer's Agent. The Contractor shall be reimbursed for the sum or sums actually paid by him, this sum or sums shall be increased by the percentage tendered as mark-up for overheads, administration charges and

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

profit. No Claim will be valid without the written instruction from the Employer's Agent and legitimate Tax invoice from the sub-contractor.

i. Environmental Control Officer:
Unit: Prov Sum

In accordance with the Environmental Management Plan and Environmental Control Officer (ECO) should be appointed for this project. The successful tenderer shall be instructed to appoint ECO for this project subject to approval from the Employer.

ii. Overheads, charges and profit on item 1.3.1 **Unit: Percentage**
(%)

iii. Independent Health and Safety Agent: **Unit: Prov**
Sum

The required duties and responsibilities in terms of the Occupational Health and Safety Act and relevant Construction Regulations shall be performed by a consultant. The contract details of the consultant will be provided to the successful Contractor.

No provision for expenses incurred by the Contractor for complying with Health and Safety specifications is made under this item and should be priced as specified under item PSA 8.3.3 a) and PSA 8.4.3 a).

iv. Overheads, charges and profit on item 1.3.3 **Unit: Percentage**
(%)

v. Independent testing of material: **Unit: Prov**
Sum

Should the Employer's Agent question any of the results submitted by the Contractor, he can instruct the re-test of the material. Should it be found that the original material test results submitted by the Contractor were correct, payment of the additional test can be claimed under this item. Should it be found that the original test results are false, the payment of the tests will be for the account of the contractor.

This rate can also be used for random testing requirements by the Employer's Agent over and above the normal quality tests provided by the Contractor.

vi. Overheads, charges and profit on item 1.3.5 **Unit: Percentage**
(%)

vii. Community Liaison Officers **Unit:**
Prov Sum

This item makes provision for the appointment of a suitable community liaison office by the contractor. The selected officer should be approved by the Employer's Agent.

viii. Overhead charges and profit on item 1.3.7 **Unit: Percentage**
(%)

PS9.3.6 TEMPORARY WORKS

PS9.3.6.1 Dealing with traffic

(a) Accommodation of traffic **Unit: Sum**

The rates shall cover the costs of accommodation of traffic and provision of bypasses as described in SANS 1200 -D 5.1.6

SANS 1200AB EMPLOYER'S AGENT'S OFFICE

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

PSAB 1 SCOPE

This specification covers the requirements for office, carports and associated facilities for the use of the Employer's Agent on the Site.

No separate building is required for the Employer's Agent; provision for office space in the Contractors office will be required. Provision for site meetings, table and chairs seating 12 people should be made in the Contractors office.

At the time the Contract is awarded, the Employer's Agent shall give the Contractor full details in writing regarding the number, type and layout of all the units required, as well as details of fittings and equipment or fittings on the basis of what is specified or scheduled without the written confirmation from the Employer's Agent. No buildings shall be erected without the Employer's Agent's written instruction as to the exact position or orientation of the buildings.

The office and carports shall, unless otherwise agreed or instructed, be erected in close proximity to the Contractor's offices and the entire area shall be fenced with security fencing and provided with a gate. The Contractor shall take all reasonable precautions to prevent unauthorised entry to the offices and to ensure the general security of the offices.

PSAB 2 INTERPRETATIONS

PSAB 2.3 DEFINITIONS

Car Port: A shelter for a car, constructed on site.

PSAB 3 MATERIALS

PSAB 3.1 NAME BOARDS

The name board shall contain the following:

- (a) The name of the project
- (b) The name and logo of the Employer
- (c) The name and logo of the Contractor

The name board shall also be as specified on the drawing attached to the document and shall be subject to the Employer's Agents approval before installation on site.

PSAB 3.2 OFFICE BUILDING(S)

PSAB 3.2.1 Office Buildings

- The Contractor shall provide, furnish and equip one or more offices (as scheduled) for the use of the Employer's Agent.
- The Employer's Agent does not require a separate building for an office. Provision of office space can be provided in the Contractor's office.
- Buildings for offices shall be constructed of timber, metal sheeting or other approved materials. The buildings shall have double walls filled with insulating material and lined on the inside with timer or other approved material. Ceilings shall be provided and offices shall have timber or concrete floors with edge to edge carpeting with foam-backed needle punch carpeting.
- Office buildings shall be painted with an approved paint after erection and the paintwork shall be maintained during the contract period.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

- Each door shall be provided with a lock and two keys.
- The siting of all offices shall be to the Employer's Agent's satisfaction and shall be decided upon in consultation with him and confirmed in writing before erection. All accommodation shall include the provision of access roads where required, fresh clean portable water and sewerage, which will be considered as part and parcel of the accommodation provided and will not be paid for separately.
- All accommodation shall meet with the approval of the Employer's Agent.
- The offices shall comply with the following requirements:

<u>Dimensions</u>	<u>Type 1 office</u>	<u>Type 2 office</u>
Minimum floor area	20m ²	12m ²
Minimum window area	4,0m ²	2,4m ²
Minimum window area opening	2,4m ²	1,5m ²
Minimum clear height	2,4m ²	2,4m ²
Parking for vehicles	2	2

Furniture and equipment:

Each office shall be equipped with the following:

1. Office desk with a surface area of at least 1,5m² with at least 3 drawers one of which can be locked.
2. Two office chairs.
3. Sufficient racks and hangers for hanging contract drawings. The hangers shall be of the "Barhold" type, with one hanger to five drawings.
4. Double 80-watt fluorescent light fittings complete with ballast and tubes (2 per Type 1 office, 1 per Type 2 office).
5. Steel filing cabinet fitted with four drawers on runners. Cabinet shall be fitted with locks and shall be 1300mm high, 460mm wide and 600mm from front to back.
6. Windows shall be fitted with venetian or opaque roller blinds.
7. Space heating type heater with enclosed elements of capacity not less than 1,5kW.

In addition to the above the Type 1 office shall be equipped with the following:

8. Conference table large enough to accommodate twelve people and have an area of at least 4m².
9. Ten office chairs.
10. Drawing table with a smooth flat top having an area of at least 3m².
11. One draughtsman's stool fitted with a padded seat with adjustable seat height.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

12. Survey equipment as listed below:

1 tachometer capable of reading to 20 seconds of arc

1 automatic Employer's Agent's level

One 5m levelling staff

Two tachometer staffs

One 25m Stilon tape

One 100m Stilon tape

Six ranging rods

Steel and wooden pegs and hammer as required.

The tachometer may be shared by arrangement between the Contractor and the Employer's Agent, but the remaining instruments shall be provided for the exclusive use of the Employer's Agent. The Contractor shall keep the equipment continuously insured against any loss, damage, or breakage and he shall indemnify the Employer's Agent and Employer against any claims in this regard.

The Contractor shall also provide a toilet for the exclusive use of the Employer's Agent. The room shall be equipped with hand wash basin complete with taps and drain and a towel rail.

On completion of the Works, ownership of the buildings, furnishings and equipment shall revert to the Contractor who shall remove them from the Site.

PSAB 3.2.4 Car Ports

Carports are required (must accommodate a minimum of two cars).

PSAB 3.2.5 Air-Conditioning Units

No air-conditioning unit is required.

PSAB 3.2.6 Laptops

The contractor shall provide the Employer's Agents with laptops at the beginning of the contract. The prescribed laptop shall be HP 6430 with all accessories and software program to be specified. The contractor shall note that upon completion of the project, these computers shall be the property of The Employer's Agent.

PSAB 4 PLANT

PSAB 5 CONSTRUCTION

PSAB 5.5 SURVEY ASSISTANTS

PSD EARTHWORKS (SANS 1200 D – 1990)

PSD 1 CONSTRUCTION

PSD 1.1 Barricading and lighting

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Add the following to this sub-clause:

Should the Contractor fail to provide adequate lighting, signing and barricading, access to properties, or leave the site in a dangerous condition, the Employer's Agent shall be entitled to suspend all work under the Contractor until in the Employer's Agent's opinion the Contractor's obligation in these respects have been fulfilled and/or arrange for any emergency work to be carried out by some other agency and to deduct the cost of this work from any monies due to the Contractor.

Open pits will be allowed to be open for only 24 hours. After the 24 hours the pits must either be utilized or backfilled. Backfilling and re-excavation of pits which was open for longer than 24 hours will be at the Contractor's own costs.

PSD 1.2 Excavated material not to endanger or interfere

Add the following to this sub-clause:

A safe, clear path shall be kept open at all times for pedestrians.

Equipment, materials and waste shall be stored, stockpiled or removed in such a manner that pedestrians are not endangered and that the nuisance level is kept to a minimum. If construction activities occupy the whole footway and verge area so that pedestrians are forced to walk in the traffic lane, adequate protection from traffic shall be provided.

Where instructed by the Employer's Agent or where the Works impose a danger to traffic or pedestrians, the Contractor shall remove off Site excavated material to temporary stockpiles (approved by the Employer's Agent) and the return to Site, excavated material for use as backfill or bedding.

PSD 1.3 Disposal of surplus or unsuitable material

Add the following:

"All surplus material not required for backfilling shall be disposed on a site or sites identified by the Contractor and approved by the Employer's Agent. The spoiled material will be graded to free-draining slopes. **No additional payment will be made for the disposal of surplus or unsuitable material and it will be deemed that this action has been included in other rates.**

PSD 2 MATERIALS

PSD 2.1 Classification for hand excavation

Add the following new sub-clauses:

Classification of material for various types of hand excavation will be based on the results of a dynamic cone penetrometer. The category of material shall be determined by testing the material at regular intervals and at various depths along the centre line of the trench. A minimum of 5 tests shall be done at each location and the average number of blows of the tests shall be used to determine the category of material.

The interval between test locations shall be determined by the variation of material type but shall not exceed 50m. The depth of testing shall be determined by the variation of material type and can increase or decrease in hardness with increasing depth of excavation. Table PSD 3.1 indicates the categories:

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

TABLE PSD 2.1: CLASSIFICATION FOR HAND EXCAVATION

Category of Material	Consistency		DCP Blows to Penetrate 100mm	
	Granular	Cohesive	Granular	Cohesive
<p><u>Soft</u> Soft excavation shall be excavation in material that can be efficiently removed from the trench using a pick and shovel but not requiring prior breaking using mechanical equipment such as pavement breakers.</p>	Up to medium dense	Firm to stiff	0-10	1-8
<p><u>Intermediate</u> Intermediate excavation shall be excavation in material that require loosening with a hand spike before being removed from the trench</p>	Dense	Stiff to very stiff	11-15	9-12
<p><u>Hard</u> Hard excavation shall be excavation in material that requires prior breaking using mechanical equipment such as pavement breakers with clay spades, before being removed from the trench.</p>	Very dense		16-50	13-20
<p><u>Rock</u> Rock excavation shall be excavation in material other than described above which by nature of the material requires prior breaking using mechanical equipment , such as pavement breakers withmoil points, before being removed from the trench</p>	-	-	>50	>15

PSD 3 MEASUREMENT AND PAYMENT

PSD 3.1 Restricted excavation using LIC Methods
 m³

Unit:

All excavation (soft, intermediate, hard rock and boulders) shall be done using labour intensive methods. Local labour should be obtained from the area for the excavations.

PSD 3.2 Hard Rock Excavation
 Unit: m³

Construction will take place in a built-up area. No blasting will be permitted. Hand tools for the breaking of rock shall be used for hard rock excavation.

PS10 SMALL CONTRACTOR DEVELOPMENT

PS10.1 SCOPE

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

This section covers construction aspects relating to the processes by which the construction industry develops emerging small contractors.

PS10.2 DEFINITIONS AND APPLICABLE LEGISLATION

(a) Definitions

Unless inconsistent with the context, in these specifications the following terms, words or expressions shall have the meanings hereby assigned to them:

Contract Participation

Contract Participation in terms of this contract is a process by which the Employer implements Government's objectives by setting a target relating to small contractor development which the Contractor shall achieve as a minimum.

Contract Participation Goal (CPG)

Contract Participation Goal is the monetary value of the target set by the Employer in the Contract Participation process.

Contract Participation Performance (CPP)

Contract Participation Performance is the measure of the contractor's progress in achieving CPG.

Targeted Enterprise

A Targeted Enterprise is any company engaged by the Contractor as a subcontractor and which is registered with the Construction Industry Development Board (CIDB) in a grading ranging from 1EP to 3EP and which is registered by the CIDB as a Potentially Emerging (PE).

(b) Applicable Legislation

The following Acts, as amended from time to time, are predominant amongst those which apply to the construction industry and are listed here for reference purposes only:

- The Constitution of South Africa;
- Public Finance Management Act No.1 of 1999;
- Preferential Procurement Policy Framework Act No. 5 of 2000;
- Construction Industry Development Board Act No. 38 of 2000;
- Broad-Based Black Economic Empowerment Act No.5 of 2003.

PS10.3 CONTRACT PARTICIPATION

(a) Objective

Government's objective for this contract in terms of broad-based black economic empowerment initiatives is to develop emerging small contractors that qualify as Targeted Enterprises as defined above.

(b) Contract Participation Targets

Contract participation is the process by which the Employer implements Government's objectives.

The Employer sets a target for construction by specified entities, the rand value of which is based on the services and work undertaken by the specified entities and measured as a percentage of the Contractor's final certified value of work completed (excluding VAT) measured at the date of issue of the Certificate of

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

completion. The contractor is obliged to commit to or exceed the target stated in section C1.2.2 Contract data, Part A: Data provided by the Employer.

(c) Contract Participation Goal (CPG)

The CPG is the monetary value of the target set by the Employer and will be calculated as follows:

CPG = final contract value (excluding VAT) x (target % set by the Employer for Targeted Enterprises).

The final contract value is the total value of certified work measured at the date of issue of the Certificate of Completion.

(d) Contract Participation Performance (CPP)

The CPP is the monetary value of the Contractor's actual progress toward achievement of the CPG calculated as follows:

CPP = total value (excluding VAT) of contribution by Targeted Enterprises

The Contractor's Contract Participation Performance will be measured monthly in order to monitor the extent to which he is striving to reach the CPG. The basis of monitoring shall be the levels of the individual contributions for Targeted Enterprises. Monthly returns, in a format approved by the Employer, are required from the Contractor and shall be submitted with each interim payment certificate.

To assist in the measurement of CPP, the Contractor shall include in his contract programme details of how he will achieve CPG. The detail shall be provided not later than one month after the Employer's Agent has accepted the original construction programme and shall be updated with every subsequent revision of the programme.

In the event that the Contractor fails to achieve the Contract Participation Goal (CPG) and fails to provide reasons which may be acceptable to the Employer, the Contractor shall be liable for a penalty as prescribed in classes SCC 4.1.1 of section C1.2.1.2 Special Conditions of Contract. The penalty shall be calculated as follows:

Penalty = 10% of the monetary value by which the achieved monetary value (CPP) falls short of the target monetary value (CPG)

$$= 10\% \text{ of } (CPG - CPP)$$

The penalty shall be applied on a pro rata basis according to a monthly evaluation of achievements against the programmed utilisation.

(e) Accredited Registration

CPP for Targeted Enterprises shall only be accepted if the respective Targeted Enterprises for which services or work is being claimed as having been performed are registered with the CIDB in one of the defined categories. In addition, documentary evidence that such Targeted Enterprise are registered with the South African Revenue Services (SARS) shall be lodged with the Employer's Agent before the work or service may be considered as having been performed by a Target Enterprise. The responsibility for producing evidence of such registration documentation shall rest with the Contractor.

(f) Record Keeping

The Contractor shall assume responsibility for the compilation and maintenance of comprehensive records detailing each Targeted Enterprise's progress during construction, starting from the award of a subcontract to a Target Enterprise until the successful completion of the subcontract work or termination of the subcontract.

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

C4: SITE INFORMATION

GENERAL

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

CONTENTS

	DESCRIPTION
C4.1	SITE LOCATION
C4.2	ACCESS TO SITE AND RESTRICTIONS
C4.3	EXISTING SERVICES, SERVITUDES AND WAY LEAVES
C4.4	SECURITY
C4.5	NATURE OF GROUND AND SUBSOIL CONDITIONS
C4.6	GEOTECHNICAL REPORT AND BOREHOLE CORES

Employer

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Witness 2

Contractor

Witness 1

Witness 2

SITE INFORMATION

C4.1 SITE LOCATION

The works will be executed in Carousel within the Moretele Local Municipality. The site is located in Moretele Local Municipality, of Bojanala Platinum District Municipality in the North West Province.

C4.2 ACCESS TO SITE AND RESTRICTIONS

The site is easily accessible from local roads.

C4.3 EXISTING SERVICES, SERVITUDES AND WAY LEAVES

No positions of existing underground services are known. The services must be located by hand excavations. Should the Contractor find underground services; the Employer's Agent must be notified immediately. The Employer's Agent shall assess the situation and instruct the Contractor on an appropriate course of action to be taken.

The attention of the Contractor is hereby drawn to the effect that any damage to an existing service shall immediately be reported to the Employer's Agent who will investigate the matter and determine liability for the damage.

All cables and pipes shall be considered "live" unless confirmed otherwise by the relevant authority.

C4.4 SECURITY

The contractor shall be responsible for the security of his personnel; materials and construction plant on and around the site of the Works and for the security of his camp, and the Client in this regard will consider no claims.

C4.5 NATURE OF GROUND AND SUBSOIL CONDITIONS

Geotechnical investigations have been performed to determine the nature of ground and subsoil conditions.

C4.6 GEOTECHNICAL REPORT AND BOREHOLE CORES

The Geotechnical report is available for this Site on request from the Employers Agent office.

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Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

C5 DRAWINGS

The drawings listed in the table below were prepared and issued by the Employer for tendering purposes. They are issued separately to this document and must be regarded as provisional and preliminary for Tenderers to generally assess the scope of work. The characters in the “Rev. No.” column below indicate the revision status of these drawings.

At the commencement of the contract, the Employer’s Agent shall deliver to the Contractor three complete sets of A0-A1 paper print drawings copies for construction purposes and any instructions required for the commencement of the works. These A0-A1 paper prints are issued free of charge and the Contractor shall make any additional prints he may require at his own cost. Further drawings detailing some aspects of the contract will be issued after Contract Commencement. From time to time thereafter during the progress of the works, the Employer’s Agent will issue further drawings as may be necessary for adequate construction, completion, and defects correction of the works. The work shall be carried out in accordance with the latest revision.

Any information in the possession of the Contractor which the Employer’s Agent requires to complete the as-built drawings shall be supplied to the Employer’s Agent before a certificate of completion shall be issued. Only figured dimensions shall be used and drawings shall not be scaled unless so instructed by the Employer’s Agent. The Employer’s Agent shall supply all figures/dimensions omitted from the drawings.

The levels given on the drawings are subject to confirmation on site, and the Contractor shall submit all levels to the Employer’s Agent for confirmation before he commences any structural construction work. The Contractor shall also check all clearances given on the drawings and shall inform the Employer’s Agent of any discrepancies.

DRAWING No:	DESCRIPTION:	ISSUED FOR:
018 Nem-05GO1	General layout	Tender
018 NCE-05G02	General layout	Tender
018 NCE-05G03	Layout	Tender
018 NCE 05G04	Long Section	Tender
018 NCE 05SO1	Setting out table	Tender
018 NCE 05S02	Setting out table	Tender
018 NCE 07G07	Long Section	Tender
018 NCE 08G08	Construction name board	

Employer
 Witness 1
 Witness 2
 Contractor
 Witness 1
 Witness 2