




## BID DOCUMENT

**BID NUMBER: MLM/MIG/IDS/IR/W6-26-27**

### IMPLEMENTATION OF INTERNAL ROADS (STREET 1 & STREET 4) IN WARD 6 (DIPETLWANE VILLAGE)

A Tender for Category **5CE** or higher CIDB Registered Contractors

<b>Registered Name of Tenderer:</b>	
<b>Trading Name of Tenderer:</b>	
<b>Registration No. of Entity:</b>	
<b>Postal Address of Tenderer:</b>	
<b>Contact Person:</b>	
<b>Tel. No.:</b>	
<b>CIDB CRS Number(s):</b>	
<b>CSD number(s):</b>	<b>MAAA</b>
<b>This tender closes at 12:00 on 03 July 2026 at the Municipal Hall, in offices of the Moretele Local Municipality located at 4065 B, Mathibestad, Makapanstad 0404</b>	
<b>NO LATE SUBMISSIONS WILL BE CONSIDERED</b>	

<b>Prepared For:</b>  <b>Moretele Local Municipality</b> 4065 B, Mathibestad Private Bag X367 <b>MAKAPANSTAD</b> 0404  Contact Name: Mr. P Molautsi or Ms Phenya Telephone: (012) 716 1347 or (012) 716 1414	<b>Prepared by:</b>  <b>Tshashu Consulting &amp; Project Managers</b> The Village Block C First Floor Corner Oberon & Glenwood Roads Pretoria,0043  Contact Name: P.D Neluheni: Telephone: 015 291 4365
 <b>EXPANDED PUBLIC WORKS PROGRAMME</b>	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

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## **T1: TENDERING PROCEDURES**

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**DRAFT**

# MORETELE LOCAL MUNICIPALITY

MUNICIPAL OFFICES  
PRIVATE BAG X367  
4065 B  
MAKAPANSTAD  
MATHIBESTAD  
0404  
TEL (012) 716 1300



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22 March 2024

**MORETELE LOCAL MUNICIPALITY HEREBY INVITES PROSPECTIVE BIDDERS AS PER BELOW**

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:

<b>Account Name:</b>	Moretele Local Municipality
<b>Bank:</b>	ABSA
<b>Cheque account No:</b>	405 331 7014
<b>Branch code:</b>	632005
<b>Ref:</b>	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

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**Mr S. Ngwenya**  
**MUNICIPAL MANAGER**

## 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](http://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
	<b>This procurement document has been formatted and compiled under the headings as contained in the CIDB's "Standard for Uniformity in Construction Procurement."</b>
<b>C1.1</b>	The Employer is the <b>Moretele Local Municipality</b>
<b>C.1.2</b>	<p>(a) The <b>Tender Documents</b> consist of the following:</p> <p><b>PART T1: TENDERING PROCEDURES</b>  T1.1 Tender Notice and Invitation to Tender  T1.2 Tender Data</p> <p><b>PART T2: RETURNABLE DOCUMENTS</b>  T2.1 List of Returnable Documents  T2.2 Returnable Schedules</p> <p><b>PART C1: AGREEMENTS AND CONTRACT DATA</b>  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><b>PART C2: PRICING DATA</b>  C2.1 Pricing Instructions  C2.2 Schedule of Quantities</p> <p><b>PART C3: SCOPE OF WORKS</b>  C3.1 Standard Specifications  C3.2 Project Specifications  C3.3 Particular Specifications</p> <p><b>PART C4: SITE INFORMATION</b>  C4.1 Locality Plan  C4.2 Example of Contract Signboard Details</p> <p>(b) <b>Drawings</b></p> <p>(c) <b>'General Conditions of Contract for Construction Works, Third Edition, 2015'</b> 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>

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	<p>(d) <b>‘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)’.</b> These documents are obtainable separately and Tenderers shall obtain their own copies.</p> <p>(e) <b>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.</b></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>
<p><b>C.1.4</b></p>	<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: <b>Tshashu Consulting &amp; Project Managers</b>  Contact Person: P.D Neluheni  Tel: 012 348 1896  E-mail: <a href="mailto:admin@tsconsulting.co.za">admin@tsconsulting.co.za</a></p>
<p><b>C.1.5</b></p>	<p><b>Cancellation and Re-Invitation of Tenders</b></p>
<p><b>C.1.5.1</b></p>	<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>
<p><b>C.1.5.2</b></p>	<p>The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised</p>
<p><b>C.1.5.3</b></p>	<p>An Employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time</p>
<p><b>C.2</b></p>	<p><b>Tenderer’s obligations</b></p>
<p><b>C.2.1</b></p>	<p><b>Eligibility</b>  Only those tenderers who satisfy the following criteria are eligible to submit tenders:</p> <p><b>a) CIDB registration</b></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) of the Construction Industry Development Regulations, as per amended notice no. 357 of 2019, for a <b>5CE</b> 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>

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	<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. <b>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.</b></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><b>Joint Ventures are eligible to submit tenders provided that:</b></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 <b>6CE</b> 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>
<b>C.2.1.1</b>	<p>Only those bidders who satisfy the following eligibility criteria are eligible to submit bids:</p> <ol style="list-style-type: none"> <li>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;</li> <li>the Tenderer does not have the legal capacity to enter into the contract;</li> <li>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;</li> <li>The Tenderer does not comply with the legal requirements stated in the Employer's procurement policy;</li> <li>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;</li> <li>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.</li> </ol>
<b>C.2.2</b>	
<b>C.2.2.1</b>	<p>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.</p>
<b>C.2.2.2</b>	<p><b>Cost of Tender</b></p> <p>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</p>

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<b>C.2.3</b>	<b>Check Documents</b> Check the tender documents on receipt for completeness and notify the Employer of any discrepancy or omission.
<b>C.2.4</b>	<b>Confidentiality and Copyright of Documents</b> 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.
<b>C.2.6</b>	<b>Acknowledge Addenda</b> 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.
<b>C.2.7</b>	<b>Seek Clarification</b> The arrangements and venue for the compulsory Clarification Meeting are:  <b>Venue:</b> Moretele Local Municipality, Municipal Hall, 4065 B, Mathibestad, Makapanstad 0404.  <b>Date:</b> 10 June 2026 at 12:00 Hours  <b>Contact Person:</b> P.D Neluheni <b>Tel:</b> (012) 346 1896 <b>Email:</b> <a href="mailto:admin@tsconsulting.co.za">admin@tsconsulting.co.za</a>
<b>C.2.8</b>	<b>Insurance</b> 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.
<b>C.2.9</b>	<b>Pricing the Tender Offer</b>
<b>C.2.9.3</b>	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.
<b>C.2.11</b>	<b>Alterations to Documents</b> 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).
<b>C.2.12</b>	<b>Alternative Tender Offers</b> No alternative tender offers will be considered
<b>C.2.13</b>	<b>Submitting a tender offer</b>
<b>C.2.13.1</b>	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
<b>C.2.13.2</b>	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.
<b>C.2.13.3</b>	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.
<b>C.2.13.4</b>	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.
<b>C.2.13.5</b>	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

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	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.
<b>C.2.13.6</b>	<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><b>Title to appear on envelope one (1):</b></p> <p><b>“BID NUMBER: MLM/MIG/W6-XX – IMPLEMENTATION OF INTERNAL ROADS (STREET 1 AND STREET 4) IN WARD 6 (DIPETLWANE VILLAGE)</b></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><b>Location of Tender Box:</b> Moretele Local Municipality  <b>Physical Address:</b> 4065 B, Mathibestad, Makapanstad 0404.  <b>Identification Details:</b> Tender No. MLM/MIG/W6-XX</p>
<b>C.2.13.7</b>	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 <b>not be followed</b> .
<b>C.2.13.8</b>	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.
<b>C.2.13.9</b>	Accept that tender offers submitted by facsimile or e-mail and late tenders will be rejected by the Employer.
<b>C.2.14</b>	<p><b>Information and data to be completed in all respects</b></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 <b>non-responsive</b>.</p>
<b>C.2.15</b>	<p><b>Closing time</b></p> <p>The closing time for submission of Tender Offers is:  <b>12:00 on 03 July 2026</b></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>
<b>C.2.16</b>	The tender offer validity period is <b>ninety (90) days</b> from the closing time for the submission of tenders.
<b>C.2.18.2</b>	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.
<b>C.2.19 I</b>	<b>Inspections, tests, and analysis</b>

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	Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.
<b>C.2.20</b>	<b>Submit securities, bonds, and policies</b> 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.
<b>C.2.23</b>	The Tenderer is required to submit his/her tender with all documents and schedules listed under T2.1 and T2.2  The certificates as required in the Returnable Schedules and Forms must be provided with the tender for each party to a consortium / joint venture.
<b>C.2.24</b>	<b>Canvassing and obtaining of additional information by tenderers</b> 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.  The Tenderer shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.
<b>C.2.25</b>	<b>Prohibitions on awards to persons in service of the state</b>  The Employer is prohibited to award a tender to a person - a. who is in the service of the state; or b. if that person is not a natural person, of which any director, manager, principal shareholder or 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.  <b>In the service of the state means to be -</b> 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; e. provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999); f. a member of the accounting authority of any national or provincial public entity; or g. An employee of Parliament or a provincial legislature.  In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.
<b>C.3</b>	<b>The Employer's undertakings</b>
<b>C.3.1</b>	<b>Respond to requests from the tenderer</b> The Employer will respond to requests for clarification received up to three (3) working days before the tender closing time
<b>C.3.2</b>	<b>Issue Addenda</b> Addenda will be issued until five (5) working days before the tender closing time.
<b>C.3.5</b>	The time and location for the opening of the tender offers are: Time: <b>12:00 on 03 July 2026</b>  Location / Venue: Revenue Unit at the Finance Department of Moretele Local Municipality, 4065 B, Mathibestad, Makapanstad 0404
<b>C.3.9</b>	
<b>C.3.9.1</b>	Check the highest ranked tenders or tenderers with the highest number of tender

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	<p>evaluation points after the evaluation of tender offers in accordance with C.3 for:</p> <ol style="list-style-type: none"> <li>a. the gross misplacement of the decimal point in any unit rate;</li> <li>b. omissions made in completing the pricing schedule or bills of quantities; or</li> <li>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.</li> </ol>
	<p>The arithmetical errors shall be corrected in the following manner:</p> <ol style="list-style-type: none"> <li>a. Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.</li> <li>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.</li> <li>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.</li> </ol> <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>
<b>C.3.11</b>	<p><b>Functionality, Price and Preference</b>  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 fair, equitable, transparent, competitive and cost-effective. The evaluation of bids will be undertaken in 4 <b>Stages/ Phases</b>.</p>
<b>C.3.12</b>	<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><b>Phase One:</b> 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><b>Phase Two:</b> 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><b>Phase Three:</b> Bidders passing all stages above will thereafter be evaluated on PPPFA (80/20 or 90/10).</p> <p><b>Phase Four:</b> Objective criteria and Risk analysis</p>
	<p><b>PHASE ONE: RESPONSIVENESS TO THE ELIGIBILITY CRITERIA, BID AND MANDATORY REQUIREMENTS AND RULES:</b></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>

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	<ol style="list-style-type: none"> <li>1. Tender Document (This Document must be submitted in its original format)</li> <li>2. Tenders which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted.</li> <li>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).</li> <li>4. Tenderer must be a legal entity or partnership or joint venture or consortia.</li> <li>5. Form of offer and Acceptance (fully completed and signed)</li> <li>6. MBD 4- Declaration of Interest (fully completed and signed)</li> <li>7. MBD 5-Declaration for procurement above R10 million (all applicable taxes included) - (fully completed and signed)</li> <li>8. MBD 8- Declaration of Bidder’s past Supply Chain Management Practices. (Completed and signed)</li> <li>9. MBD 9- Certificate of Independent Bid Determination. (Completed and signed)</li> <li>10. Compulsory Enterprise Questionnaire (Completed and signed)</li> <li>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.</li> <li>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. <b>CIDB</b> regulations and prescripts apply.</li> <li>13. Resolution to Sign (if applicable) must be completed and furnished with the tender.</li> <li>14. Attendance of compulsory briefing meeting (where applicable)</li> <li>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.</li> <li>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 &amp; 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.</li> <li>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.</li> </ol> <p><b>Other Conditions of bid (Non eliminating, unless expressly mentioned in the document):</b></p> <ol style="list-style-type: none"> <li>1. MBD 1 form</li> <li>2. The bidder must be registered on the Central Supplier Database (CSD) prior the award.</li> <li>3. All tenderer’s tax matters must be in order prior award. Bidders’ tax matters will be verified through CSD.</li> <li>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.</li> </ol>

Clause Number	Data / Wording																		
	<p><b>This procurement document has been formatted and compiled under the headings as contained in the CIDB’s “Standard for Uniformity in Construction Procurement.”</b></p> <p><b>PHASE TWO: TENDER WHO PASS STAGE 1 WILL THEN BE EVALUATED ON FUNCTIONALITY CRITERIA, AS OUTLINED BELOW:</b></p> <ol style="list-style-type: none"> <li>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.</li> <li>2. The tenderer must demonstrate to the satisfaction of the Employer that it has sufficient skill and capacity to execute the works.</li> <li>3. The form or the evaluation criteria and maximum score in respect of each of the criteria listed in 5.11.9.</li> <li>4. A Tender scoring an average score below <b>70 points</b> in Functionality will be considered as DISQUALIFIED from evaluation and will be discarded from any further evaluation.</li> <li>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.</li> <li>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.</li> </ol> <p><b>PHASE THREE: EVALUATION POINTS ON PRICE AND SPECIFIED GOALS</b></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="text-align: left;">Criteria</th> <th style="text-align: center;">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><b>Total</b></td> <td style="text-align: center;"><b>100</b></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 30 000 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:  <math display="block">A = \left( 1 - \frac{(P - P_m)}{P_m} \right)</math></p> <p>The value of value of <math>W_1</math> is:</p> <ol style="list-style-type: none"> <li>a. 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R50 000 000 or</li> <li>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.</li> </ol> <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="background-color: #d3d3d3;">The specific goals allocated points in terms of this tender</th> <th style="background-color: #ff0000; color: white;">Number of points allocated (90/10 system) (To be complete</th> <th style="background-color: #ff0000; color: white;">Number of points allocated (80/20 system) (To be completed</th> <th style="background-color: #d3d3d3;">Number of points claimed (90/10 system) (To be completed</th> <th style="background-color: #d3d3d3;">Number of points claimed (80/20 system) (To be completed</th> </tr> </thead> <tbody> <tr> <td style="height: 20px;"></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Criteria	Points	Points on Price	80	Specified Goals	20	<b>Total</b>	<b>100</b>	The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be complete	Number of points allocated (80/20 system) (To be completed	Number of points claimed (90/10 system) (To be completed	Number of points claimed (80/20 system) (To be completed					
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		<b>d by the organ of state)</b>	<b>by the organ of state)</b>	<b>by the tenderer)</b>	<b>by the tenderer)</b>
	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	--	
	<b>Form not completed or submitted</b>	--	0	--	
<p><b>NOTE:</b></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><b>PHASE FOUR: OBJECTIVE CRITERIA AND RISK ANALYSIS</b></p> <p>1. The Employer reserves the right not to appoint the highest point scorer, when any of the objective criterions are taken into consideration:</p> <p>When the tenderer has any of the following:</p> <ol style="list-style-type: none"> <li>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.</li> <li>b. It has completed the project with the Employer after being put on penalties.</li> <li>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);</li> <li>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;</li> <li>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;</li> <li>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.</li> </ol>					

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	<p>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> <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> <p>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.</p>													
<b>C.3.11.9</b>	<p>All proposals will be evaluated in terms of functionality with a maximum of 100 functionality points. All proposals meeting minimum scores of <b>70 points</b> 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> $W_Q = \frac{W_2 \times S_o}{M_s}$ <p>Where:</p> <p><b>W<sub>2</sub></b> = is the percentage score given for quality and equals <b>100</b></p> <p><b>S<sub>o</sub></b> = is the maximum possible score for quality allocated to the submission under consideration</p> <p><b>M<sub>s</sub></b> = 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</p> <p>(ii) Correlating completion certificates</p> <p>(iii) Signed and stamped reference letters on a template provided by Moretele Local Municipality. Refer to “Form I” in T2.2.</p> <p>(iv) Complete project experience. Refer to “Form F” in T2.2.</p> <p><b>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.</b></p>													
1.1	<b>Company/ Entity’s work experience in Roads and Stormwater related Projects</b>	<table border="1"> <thead> <tr> <th data-bbox="513 1653 1002 1704">Similar Tender Experience</th> <th data-bbox="1002 1653 1075 1704">40</th> </tr> </thead> <tbody> <tr> <td data-bbox="513 1704 1002 1749">Over 5 similar projects</td> <td data-bbox="1002 1704 1075 1749">40</td> </tr> <tr> <td data-bbox="513 1749 1002 1794">3 - 5 similar projects</td> <td data-bbox="1002 1749 1075 1794">30</td> </tr> <tr> <td data-bbox="513 1794 1002 1839">1 - 2 similar projects</td> <td data-bbox="1002 1794 1075 1839">20</td> </tr> <tr> <td data-bbox="513 1839 1002 1935">No attachments</td> <td data-bbox="1002 1839 1075 1935">0</td> </tr> </tbody> </table>	Similar Tender Experience	40	Over 5 similar projects	40	3 - 5 similar projects	30	1 - 2 similar projects	20	No attachments	0	<b>40%</b>	
Similar Tender Experience	40													
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No attachments	0													
2.	<b>Financial References</b>	<table border="1"> <thead> <tr> <th data-bbox="513 1935 1002 1980">2.1 Bank Rating</th> <th data-bbox="1002 1935 1075 1980">5</th> </tr> </thead> <tbody> <tr> <td data-bbox="513 1980 1002 2022">Bank rating of “A&amp;B”</td> <td data-bbox="1002 1980 1075 2022">5</td> </tr> </tbody> </table>	2.1 Bank Rating	5	Bank rating of “A&B”	5	<b>10%</b>							
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	(Demonstrate financial capacity to execute the projects, by attaching a letter from the bank with their rating)	Bank rating of "C"	3	
		Bank rating of "D"	2	
		Bank rating of "E" & below	1	
		Bank Rating Letter not attached	0	
		<b>2.2 Audited Financial Statement</b>	<b>5</b>	
<b>3.</b>	<b>Key Personnel</b>  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.	<b>3.1 Contract Manager</b>	<b>15</b>	<b>30%</b>
		a. BScEng/ BTechEng Civil Eng b. 5-10 years of relevant experience	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	
		<b>3.2 Site Agent</b>	<b>10</b>	
		a. NQF Level 5 Certificate/ N6 b. 5 years of relevant experience	10	
		a. NQF Level 5 Certificate/ N6 b. 3 years of relevant experience	5	
		<b>3.3 Site Foreman</b>	<b>5</b>	
		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
<b>4.</b>	Tenderer to submit proof of ownership with certification not older than three (03) Months.  In case of hiring/leasing, a letter of intent must be submitted with proof of ownership with certification not older than three (03) months. <b>The tenderer will be awarder half points in the event of hiring/leasing.</b>	<b>Plant and Equipment</b>	<b>20</b>	<b>20%</b>	
		<b>a) Own Plant &amp; Equipment</b>			
		Excavator (Own)	5		
		Grader (Own)	5		
		Tipper Trucks (Own)	5		
		Water Tanker (Own)	3		
		Roller 2 (Own)	2		
		<b>b) Hiring/leasing Plant &amp; Equipment</b>	<b>10</b>		
		Excavator	3		
		Grader	3		
Tipper Trucks	2				

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	Water Tanker	1	
	Roller 2	1	
	No attachments	0	
<b>Note:</b> 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). <b>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.</b>			
<b>TOTAL EVALUATION POINTS SCORE FOR QUALITY, TENDERERS WITH A SCORE OF LESS THAN 70% WILL BE REJECTED AS NON-RESPONSIVE</b>			<b>100%</b>
<b>SPECIFIED GOALS ALLOCATION TABLE</b>	<b>The specific goals allocated points in terms of this tender</b>	<b>Number of points allocated (80/20 system) (To be completed by the organ of state)</b>	<b>Number of points claimed (80/20 system) (To be completed by the tenderer)</b>
	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	
	<b>Form not completed or submitted</b>	0	
	<b>TOTAL EVALUATION POINTS SCORE FOR SPECIFIED GOALS</b>	<b>20</b>	
	<b>C.3.13.1</b>	<p>The legal requirements for acceptance of the tender offer are:</p> <ol style="list-style-type: none"> <li>a. <b>Tender Defaulters Register</b> - 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.</li> <li>b. <b>Abuse of the SCM System</b> - 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.</li> <li>c. <b>Declaration</b> - the Tenderer has indicated and declared whether or not a spouse, child or parent of the Tenderer is in the service of the State.</li> <li>d. <b>Fraud and Corruption</b> - the Employer is satisfied that the Tenderer or any of his principals have <u>not influenced</u> the tender offer and acceptance by the following criteria: <ol style="list-style-type: none"> <li>(i) having offered, promised or given a bribe or other gift or remuneration to any person in connection with the obtaining of this Contract;</li> <li>(ii) having acted in a fraudulent or corrupt manner in obtaining this Contract;</li> <li>(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;</li> <li>(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</li> </ol> </li> </ol>	

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	<p>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.  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>
<b>C.3.18</b>	The number of paper copies of the signed contract to be provided by the Employer is <b>one (1)</b> .

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## **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
- B Record of Addenda to Tender Documents
- C Certificate of Authority (On Company Letterhead)
- D Compulsory Enterprise Questionnaire
- E Plant and Equipment
- F Experience of Tenderer (Schedule of Work Satisfactorily Carried out by Tenderer)
- G Proposed Subcontractors
- H Key Personnel (Schedule)
- I Evaluation Schedule: Experience on Previous Project References)
- J Deviations and Qualifications
- K Contractor's Health and Safety Declaration
- L Tenderer's BEE Verification Certificate
- M Schedule of Alternative Tenders
- N Tender's Participation in Job Creation Using Local Labour
- O Tenderer's Banking Details and Rating
- P Municipal Account for The Business / Directors Not Owing for More Than 90 Days or Municipal Account from Private Provider or Statement of Account from Landlord with Valid Lease Agreement.
- Q CIDB Registration Certificate
- R Proof of Registration of Bidder and Certified ID Copies of Owners/Directors/Shareholders
- S CSD Summary Report
- T Letter of Good Standing with the Compensation for Occupational Injuries and Diseases
- U MBD 4: Declaration of Interest
- V MBD 5: Declaration for Procurement Above R10 Million (Vat Included)
- W MBD 6.1 Preference Points Claim Form in Terms of The Preferential Procurement Regulations 2022
- X MBD 7.2: Contract Form – Rendering Services
- Y MBD 8: Declaration of Bidder's Past Supply Chain Management Practices
- Z MBD 9: Certificate of Independent Bid Determination

**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
4. Certified copy or original certificate of BBBEE issued by SANAS/CIPC/Sworn Affidavit signed and stamped by the commissioner of oath (For joint ventures the certificate must be consolidated)
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. CSD summary report
9. Authority for Signatory on company letterhead
10. Letter of Good Standing with the Compensation for Occupational Injuries and Diseases
11. Joint venture (JV) agreement if applicable
12. Compulsory Enterprise questionnaires (MBD Forms)
13. Compulsory briefing certificate
14. 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.**

### **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: .....

<b>Municipal Stamp</b>
------------------------

**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:

	<b>Date</b>	<b>Title or Details</b>
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)*

**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:** .....

**(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:** .....

**(III) CERTIFICATE FOR PARTNERSHIP**

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

.....

hereby authorise Mr/Ms .....

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

tender for Contract No. .... and any contract resulting from it on

our behalf.

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:** .....

**(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:** .....

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**(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/MIG/W6-XX

.....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.

<b>NAME OF FIRM</b>	<b>ADDRESS</b>	<b>AUTHORIZING SIGNATURE NAME AND CAPACITY</b>
<b>Lead Partner</b>		

**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.*

**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.			
<b>Section 1: Name of enterprise:</b>			
<b>Section 2: VAT registration number, if any:</b>			
<b>Section 3: CIDB registration number, if any:</b>			
<b>Section 4: CSD number:</b>			
<b>Section 5: Particulars of sole proprietors and partners in partnerships:</b>			
<b>Name*</b>	<b>Identity number*</b>	<b>Personal income tax number*</b>	
<i>* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners</i>			
<b>Section 6: Particulars of companies and close corporations</b>			
Company registration number:			
Close corporation number:			
Tax reference number:			
<b>Section 7: SBD4 issued by National Treasury must be completed for each tender and be attached as a tenderrequirement.</b>			
<b>Section 8: SBD 6 issued by National Treasury must be completed for each tender and be attached as a tenderrequirement.</b>			
<b>Section 9: SBD8 issued by National Treasury must be completed for each tender and be attached as a tenderrequirement.</b>			
<b>Section 10: SBD9 issued by National Treasury must be completed for each tender and be attached as a tenderrequirement.</b>			
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>			

**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)*





**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.

<b>DESIGNATION</b>	<b>NAMES</b>	<b>PROJECT TYPE</b>	<b>VALUE OF WORK</b>	<b>YEAR COMPLETED</b>
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: .....



**J. 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**

**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**

**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**

**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**

**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**

**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**



**L. 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 authorised by the Tenderer must complete and sign the declaration hereafter in detail.

**Declaration by Tenderer**

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the 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

(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 OHSA 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.
7. I hereby confirm that adequate provision has been made in my tendered rates and prices in the schedule of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2014, and that I will be liable for any penalties that may be applied in terms of the said Regulations (Regulation 33) for failure on the Contractor's part to comply with the provisions of the Act and the Regulations.
8. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2014 and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.

SIGNATURE: .....

DATE: .....

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

## **M. 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.



**O. 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:

<b>Labour category</b>	<b>Minimum number of jobs to be created</b>	<b>Tenderer’s number of jobs to be created</b>
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)*

**P. 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)*

**Q. 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.

DRAFT

**R. 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.

DRAFT

**S. 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

DRAFT

**T. CSD SUMMARY REPORT**

(Important note to Tenderer: Proof of Central Supplier Data Base registration (CSD) valid (not older than one month) on tender closing date must be attached)

DRAFT

**U. 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)

DRAFT

**V. MBD 4: DECLARATION OF INTEREST**

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
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, hareholder<sup>2</sup>):.....

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. ....

.....

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be –

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

<sup>2</sup> 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.

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:  
 .....  
 .....

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

Full Name	Identity Number	State Employee Number

.....  
 Signature

.....  
 Date

.....  
 Name of Bidder

.....  
 Capacity of Signatory

**W.MBD5: DECLARATION FOR PROCUREMENT ABOVE R6 MILLION (VAT INCLUDED)**

**For all procurement expected to exceed R6 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)*

**X. 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:

	<b>POINTS</b>
<b>PRICE</b>	<b>80</b>
<b>SPECIFIC GOALS</b>	<b>20</b>
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

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

**2. DEFINITIONS**

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid

invitation, and includes all applicable taxes;

- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right) & \mathbf{or} & P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)
 \end{array}$$

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:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 P_s = 80 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right) & \mathbf{or} & P_s = 90 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)
 \end{array}$$

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

### 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)
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	--	

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

- Non-Profit Company
  - State Owned Company
- [TICK APPLICABLE BOX]

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

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

	..... <b>SIGNATURE(S) OF TENDERER(S)</b>
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....

**Y. 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/MIG/W6-XX** 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:	.....

**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 AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

**WITNESSES**

1 .....

2 .....

DATE: .....

**Z. 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	<p>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?</p> <p>(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).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>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)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>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?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.3.1	If so, furnish particulars:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
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**

**AA. MBD9: CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1. This Standard Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a pe se prohibition meaning that it cannot be justified under any grounds.
3. 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:

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**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying tender:

**MLM/MIG/W6-XX**  
**IMPLEMENTATION OF INTERNAL ROADS (STREET1 & 4) IN WARD 6 (DIPETLWANE VILLAGE)**

.....  
**(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.

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

DRAFT

## C1.1 Form of Offer and Acceptance

### C1.1 FORM OF OFFER AND ACCEPTANCE

#### Offer

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

**Contract Number:** MLM/MIG/W6-XX

#### IMPLEMENTATION OF INTERNAL ROADS (STREET 1 & STREET 4) IN WARD 6 (DIPETLWANE VILLAGE)

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

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

#### THE OFFERED TOTAL OF THE PRICE INCLUSIVE OF VALUE ADDED TAX IS (CONTRACT PRICE)

.....  
.....Rand (*in words*); .....(*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.

#### For the Tenderer:

Signature(s).....

Name(s).....

Capacity .....

Name and address of organization .....

.....

#### Signature and name of witness:

Signature .....

Name .....

Date .....

#### Acceptance

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

The terms of the contract are contained in:

- PART 1 Agreements and Contract Data, (which includes this Agreement)
- PART 2 Pricing Data
- PART 3 Scope of Work
- PART 4 Site Information

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

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of deviations (if any). Unless the Tenderer (now Contractor) within five 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(s) .....	.....
Name(s) .....	.....
Capacity .....	.....
for the Employer .....	.....
.....	(Name and address or organization)
Name of witness .....	.....
Signature .....	Date: .....

**\*\*\*\*For official use only**

## C1.2 Contract Data

- 1.1 The General Conditions of Contract for Construction Works (2015) published by the South African Institution of Civil Engineering, are applicable to this contract and forms Volume 1 of the Contract Document. Volume 2 is the Contract Drawings Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (Tel: 011-805 5947).

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

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

	<p><b>The additional clauses to the General Conditions of Contract are:</b></p> <p><b>Payment for the labour-intensive component of the works</b></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> <p><b>Applicable labour laws</b></p> <p>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 N° 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.</p> <p><b>1 Introduction</b></p> <p>1.1 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.</p> <p>1.2 In this document –</p> <ul style="list-style-type: none"> <li>(a) “department” means any department of the State, implementing agent or contractor;</li> <li>(b) “employer” means any department, implementing agency or contractor that hires workers to work in elementary occupations on a SPWP;</li> <li>(c) “worker” means any person working in an elementary occupation on a SPWP;</li> <li>(d) “elementary occupation” means any occupation involving unskilled or semi-skilled work;</li> <li>(e) “management” means any person employed by a department or implementing agency to administer or execute an SPWP;</li> <li>(f) “task” means a fixed quantity of work;</li> <li>(g) “task-based work” means work in which a worker is paid a fixed rate for performing a task;</li> <li>(h) “task-rated worker” means a worker paid on the basis of the number of tasks completed;</li> <li>(i) “time-rated worker” means a worker paid on the basis of the length of time worked.</li> </ul>
--	--

## **2 Terms of Work**

- 2.1 Workers on a SPWP are employed on a temporary basis.  
2.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.  
2.3 Employment on a SPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

## **3 Normal Hours of Work**

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

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

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

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

## **4 Meal Breaks**

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

4.2 An employer and worker may agree on longer meal breaks.

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

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

## **5 Special Conditions for Security Guards**

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

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

## **6 Daily Rest Period**

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

## **7 Weekly Rest Period**

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

## **8 Work on Sundays and Public Holidays**

8.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.

8.2 Work on Sundays is paid at the ordinary rate of pay.

8.3 A task-rated worker who works on a public holiday must be paid –

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

- 8.4 A time-rated worker who works on a public holiday must be paid –
- (a) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;
  - (b) double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.

## **9 Sick Leave**

- 9.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.
- 9.2 A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.
- 9.3 A worker may accumulate a maximum of twelve days' sick leave in a year.
- 9.4 Accumulated sick-leave may not be transferred from one contract to another contract.
- 9.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- 9.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
- 9.7 An employer must pay a worker sick pay on the worker's usual payday.
- 9.8 Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –
- (a) absent from work for more than two consecutive days; or
  - (b) absent from work on more than two occasions in any eight-week period.
- 9.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.
- 9.10 A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

## **10 Maternity Leave**

- 10.1 A worker may take up to four consecutive months' unpaid maternity leave.
- 10.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.
- 10.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- 10.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- 10.5 A worker may begin maternity leave –
- (a) four weeks before the expected date of birth; or
  - (b) on an earlier date –
    - (i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
    - (ii) if agreed to between employer and worker; or
  - (c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
- 10.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.
- 10.7 A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the SPWP on which she was employed has ended.

## **11 Family responsibility leave**

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

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

## **12 Statement of Conditions**

- 12.1 An employer must give a worker a statement containing the following details at the start of employment –
- (a) the employer's name and address and the name of the SPWP;
  - (b) the tasks or job that the worker is to perform; and
  - (c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
  - (d) the worker's rate of pay and how this is to be calculated;
  - (e) the training that the worker will receive during the SPWP.
- 12.2 An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
- 12.3 An employer must supply each worker with a copy of these conditions of employment.

## **13 Keeping Records**

- 13.1 Every employer must keep a written record of at least the following –
- (a) the worker's name and position;
  - (b) in the case of a task-rated worker, the number of tasks completed by the worker;
  - (c) in the case of a time-rated worker, the time worked by the worker;
  - (d) payments made to each worker.
- 13.2 The employer must keep this record for a period of at least three years after the completion of the SPWP.

## **14 Payment**

- 14.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
- 14.2 A task-rated worker will only be paid for tasks that have been completed.
- 14.3 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.
- 14.4 A time-rated worker will be paid at the end of each month.
- 14.5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- 14.6 Payment in cash or by cheque must take place –
- (a) at the workplace or at a place agreed to by the worker;
  - (b) during the worker's working hours or within fifteen minutes of the start or finish of work;
  - (c) in a sealed envelope which becomes the property of the worker.
- 14.7 An employer must give a worker the following information in writing –
- (a) the period for which payment is made;
  - (b) the numbers of tasks completed or hours worked;
  - (c) the worker's earnings;
  - (d) any money deducted from the payment;
  - (e) the actual amount paid to the worker.
- 14.8 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it

<p>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.</p> <p><b>15 Deductions</b></p> <p>15.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.</p> <p>15.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.</p> <p>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.</p> <p>15.4 An employer may not require or allow a worker to –</p> <ul style="list-style-type: none"><li>(a) repay any payment except an overpayment previously made by the employer by mistake;</li><li>(b) state that the worker received a greater amount of money than the employer actually paid to the worker; or</li><li>(f) pay the employer or any other person for having been employed.</li></ul> <p><b>16 Health and Safety</b></p> <p>16.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.</p> <p>16.2 A worker must –</p> <ul style="list-style-type: none"><li>(a) work in a way that does not endanger his/her health and safety or that of any other person;</li><li>(b) obey any health and safety instruction;</li><li>(c) obey all health and safety rules of the SPWP;</li><li>(d) use any personal protective equipment or clothing issued by the employer;</li><li>(e) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.</li></ul> <p><b>17 Compensation for Injuries and Diseases</b></p> <p>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.</p> <p>17.2 A worker must report any work-related injury or occupational disease to their employer or manager.</p> <p>17.3 The employer must report the accident or disease to the Compensation Commissioner.</p> <p>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.</p> <p><b>18 Termination</b></p> <p>18.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.</p> <p>18.2 A worker will not receive severance pay on termination.</p> <p>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.</p> <p>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.</p>
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	<p>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.</p> <p><b>19 Certificate of Service</b></p> <p>19.1 On termination of employment, a worker is entitled to a certificate stating –</p> <ul style="list-style-type: none"><li>(a) the worker's full name;</li><li>(b) the name and address of the employer;</li><li>(c) the SPWP on which the worker worked;</li><li>(d) the work performed by the worker;</li><li>(e) any training received by the worker as part of the SPWP;</li><li>(f) the period for which the worker worked on the SPWP;</li><li>(g) any other information agreed on by the employer and worker.</li></ul>
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**Part 1: Contract Data completed by the Employer**

<b>Clause</b>	<b>Data</b>												
1.1.1.13	The Defects Liability Period is <b>12 months</b>												
1.1.1.14	The time for achieving Practical Completion is <b>6 months</b>												
1.1.1.15	The name of the Employer is Moretele Local Municipality												
1.1.1.26	The Pricing Strategy of a Re-measurement Contract shall apply												
1.2.1.2	<p>The address of the Employer is:</p> <p>Moretele Local Municipality  Physical Address  4065 Mathibestad</p> <p>Postal address  Private Bag X 367  0404</p> <p>Contact numbers:  Tel: 012 716 1300  Fax: 012 716 9999</p>												
1.1.1.16	The name of the Employers Agent is: <b>Tshashu Consulting and Project Managers</b>												
1.2.1.2	<p>The address of the Employers Agent is:</p> <p><b><u>Physical address:</u></b></p> <p>The Village  Block C First Floor  Corner Oberon &amp; Glenwood Roads  Pretoria,0043</p> <p><b>e-mail address:</b> admin@tsconsulting.co.za</p> <p><b>Tel/Fax:</b> 012 348 1896  <b>Cell:</b> 076 179 4722</p>												
3.3.1	<p>The Employers Agent shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following table:</p> <table border="1"> <thead> <tr> <th><b>GCC Clause No</b></th> <th><b>Description</b></th> <th><b>Requires EWA*</b></th> <th><b>Delegated to ER*</b></th> </tr> </thead> <tbody> <tr> <td>3.3.1</td> <td>Employers Agent's Representative appointment and termination</td> <td>Y</td> <td></td> </tr> <tr> <td>3.3.4</td> <td>Employers Agent's Representative acting on Engineer's behalf</td> <td>Y</td> <td></td> </tr> </tbody> </table>	<b>GCC Clause No</b>	<b>Description</b>	<b>Requires EWA*</b>	<b>Delegated to ER*</b>	3.3.1	Employers Agent's Representative appointment and termination	Y		3.3.4	Employers Agent's Representative acting on Engineer's behalf	Y	
<b>GCC Clause No</b>	<b>Description</b>	<b>Requires EWA*</b>	<b>Delegated to ER*</b>										
3.3.1	Employers Agent's Representative appointment and termination	Y											
3.3.4	Employers Agent's Representative acting on Engineer's behalf	Y											

Clause	Data			
	4.5.4	Payment for notices and fees	Y	
	4.7.1	Fossils, etc on Site	Y	
	5.7.2	Work at night	Y	
	5.7.3	Acceleration of rate of progress	Y	
	5.7.3	Payment for acceleration	Y	
	5.9.1	Instructions and drawings on Commencement Date		Y
	5.11.1	Suspension of the Works		Y
	5.11.3	Proceeding with Works after suspension	Y	
	5.12.4	Acceleration instead of extension of time	Y	
	5.13.2	Reduction in penalty		Y
	6.3.1	Variation orders	Y	
	6.3.2.1	Confirmation of a Variation Order	Y	
	6.4.1.4	Day works as a Variation Order	Y	
	6.5.2	Materials for day works	Y	
	6.8.2	Contract Price Adjustment to apply	Y	
	6.8.3	Price adjustment for special material	Y	
	6.8.4	Costs due to changes in legislation	Y	
	6.11.1	Variations exceeding 20%		Y
	8.2.2.2	Damage due to excepted risks		Y
	10.1.5	Consultation on Contractor's claim	Y	Y
	10.1.5	Ruling on Contractor's claim	Y	N
	<p>*The following abbreviations apply:  EAR Employers Agent's Representative  EAWA Employers Agent's Written Action  N No  NA Not Applicable  Y Yes</p>			
4.9.1	<p>The Contractor shall deliver to the Employers Agent's, on a monthly basis, a detailed inventory of Construction Equipment kept on Site, full particulars given for each day of the month. Distinction shall be made between Owned Equipment and Hired Equipment as well as Equipment in working order and Equipment out of order. Such inventory shall be submitted by the seventh day of the month following the month to be reported.</p>			

Clause	Data
4.10.2	The Contractor shall deliver to the Employers Agent's, on a monthly basis, a return in detail of supervisory staff and the number of categorized classes of labour employed each day for the said period by the Contractor for execution of the Contract. Such return shall be submitted by the seventh day of the month following the month to be reported.
5.3.1	<p>The documentation required before commencement with Works execution are:</p> <p>Health and Safety Plan (Refer to Clause 4.3)</p> <p>A signed Agreement between the Employer and the Contractor for the Works to be completed by the Contractor in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (Act No.85 of 1993) and the Construction Regulations promulgated thereunder (Refer to Clause 4.3).</p> <p>Proof of payment to the Employer, that the Contractor has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act, No 130 of 1993 (Refer to Clause 4.3).</p> <p>Initial programme (Refer to Clause 5.6).</p> <p>Security (Refer to Clause 6.2).</p> <p>Insurance (Refer to Clause 8.6).</p>
5.3.2	The time to submit the documentation required before commencement with Works execution is <b>14 Days</b> .
5.4.2	The access and possession of Site shall not be exclusive to the Contractor but shall be as set out elsewhere in the Contract.
5.8.1	<p>The non-working Days are Sundays.</p> <p>The special non-working Days are:  Statutory public holidays; and  All annual year-end shutdown periods as recommended by the South African Federation of Civil Engineering Contractors (SAFCEC),</p>
	and which commence after the Commencement Date and which commence before the Due Completion Date.
5.13.1	The penalty for failing to complete the Works is 0,1 percent of contract price per calendar day.
5.16.3	The latent defect period is 10 years, commencing on the Day after the date of certification of Practical Completion.
6.5.1.2.3	The percentage allowance to cover overhead charges is: 50 per cent for labour; and 15 per cent for materials.

Clause	Data
6.8.2	<p>Contract Price Adjustment: The contract shall be subject to Contract Price Adjustment.</p> <p>The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule included in the General Conditions of Contract.</p> <p>The value of "x" is 0.15</p> <p>The values of the coefficients are:</p> <p>a = 0.25 Labour  b = 0.3 Contractor's equipment  c = 0.35 Material  d = 0.1 Fuel</p> <p>The Province wherein the larger part of the Site is located is <b>Hamanskraal</b>.</p> <p>The applicable industry for the Producer Price Index for material is Diesel</p> <p>The area for the Producer Price Index for fuel is Example Fuel index area</p> <p>The base month is July 2026.</p>
6.8.3	
6.10.1.5	<p>The percentage advance on materials not yet built into the Permanent Works is 80%. Proof of ownership is required.</p>
6.10.3	<p>The limit of <b>retention money is 10%</b> of the value of the Contract Price.  <b>A Retention Money Guarantee is compulsory.</b>  A penalty will be applied for non-delivery of the Retention Money Guarantee as required. The penalty will be 10% of the value of the completion Retention Money Amount per calendar month for late delivery of the said Retention Money Guarantee.</p>
8.6.1.1.2	<p>The value of Plant and materials supplied by the Employer to be included in the insurance sum is <b>nil</b>.</p>
8.6.1.1.3	<p>The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is a maximum of <b>0%</b> of the Contract Sum.</p>
8.6.1.3	<p>The limit of indemnity for liability insurance is equal to the contract amount.</p>
10.5.1	<p>Dispute resolution shall be by standing adjudication, use GCC 2015, Appendix 5.</p>
10.7.1	<p>The determination of disputes shall be by arbitration.</p>
	<p><b>Payment for labour-intensive component of the works</b></p> <p><i>Payment for works identified in the Scope of Works 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 payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.</i></p>

Clause	Data
	<p><b>Linkage of payment for labour-intensive component of works to submission of project data</b></p> <p><i>The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframe stipulated by the Employer. The contractor's invoices shall not be paid until all pending labour information has been submitted.</i></p>
	<p><b>Applicable Labour Laws</b></p> <p><i>The current Ministerial Determination (also downloadable at <a href="http://www.epwp.gov.za">www.epwp.gov.za</a>), Expanded Public Works Programmes, issued in terms of the Basic Condition of Employment Act of 1997 by the Minister of Labour in Government Notice, shall apply to works described in the scope of work as being labour-intensive and which are undertaken by unskilled workers.</i></p>

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**C.1.2.1.2.2 Variations to the General Conditions of Contract**

Clause	Data
2.5.1	<p><b>Cession</b>  Amend Clause 2.5.1 as follows:</p> <p>Delete the words “without the written consent of the other”</p>
5.14.5.1	<p><b>Consequences of Completion</b>  Amend Clause 5.14.5.1 as follows:</p> <p>In the second line, substitute the word ‘Guarantor’ with ‘Contractor’.</p>
6.2	<p><b>Security</b>  Replace Sub-Clauses 6.2.1 and 6.2.2 with:</p> <p>“The Contractor shall deliver to the Employer within such time as may be stated in the Contract Data, a Demand Guarantee, of an Insurance Company registered in terms of the Short-term Insurance Act (Act 53 of 1998) or of a registered Commercial Bank, in a sum equal to the amount stated in the Contract Data. The Demand Guarantee shall be issued by an entity subject to the approved of the Employer, and shall conform in all respects to the format contained in the Contract Data.</p> <p>The security to be provided by the Contractor shall be a Demand Guarantee of 10% of the Contract Sum.</p> <p>Wherever a joint venture constitutes the contracting party, the Demand Guarantee shall be issued on behalf of the joint venture.</p> <p>Failure to produce an acceptable Demand Guarantee within the period stated in the Contract Data, is a fundamental breach of Contract, entitling the Employer to cancel the Contract by due notice in terms of Clause 9.2 with specific reference to Sub-clause 9.2.2.5 as amended in the Contract Data.”</p>
6.3	<p><b>Variations</b>  Amend Clause 6.3, as follows:</p> <p>In the first paragraph, third line, after the words "or for any reason appropriate", add the phrase  ", including the limiting of contract expenditure so as not to exceed the Employer's budgeted project funding, "</p> <p>Add the following phrase to the last paragraph of Clause 6.3.1.6, after the words "ascertaining the amount of the Contract Price":</p> <p>", and no such variation shall give reason for consideration of any claim in terms of Clause 6.11.”</p>
6.3.2	<p><b>Orders for Variations to be in writing</b>  Omit the words “Provided that” under Clause 6.3.2 and omit Clause 6.3.2.1.</p>

<b>Clause</b>	<b>Data</b>
6.9.2	<p><b>Definition of “materials”</b>  Amend Clause 6.9.2, as follows:</p> <p><i>Substitute the word ‘plant’ with ‘Plant’.</i></p>
6.10.1	<p><b>Interim Payments</b>  Amend Clause 6.10.1.5 as follows:</p> <p><i>In the third line, add the words ‘not yet’ before the words ‘built into’</i></p>
6.10.5	<p><b>Payment of retention money</b>  Amend Clause 6.10.5 as follows:</p> <p><i>In the second line, add the words ‘, if any,’ after the words ‘Defects Liability Period’</i></p>
6.10.6	<p><b>Set-off and delayed payments</b>  Amend Clause 6.10.6.2 as follows:</p> <p><i>Delete the words ‘Contractor’s Bank’ and substitute with the words ‘Employer’s Bank’</i></p>
6.11	<p><b>Variations exceeding 15 per cent</b>  Replace the marginal heading with:</p> <p><b>“Variations exceeding 20 per cent”</b></p> <p><i>Replace “15 per cent” with “20 per cent” in the text of this Sub-Clause</i></p>
7.8.2	<p><b>Cost of making good of defects</b>  Amend Clause 7.8.2.1 as follows:</p> <p><i>In the first line, correct the spelling of ‘therefore’.</i></p>
8.3.1	<p><b>Excepted risks</b>  Amend Clause 8.3.1.12 as follows:</p> <p><i>In the second line, delete the words ‘Employer or any of their’ and substitute with ‘or any of its’.</i></p>
8.6.6	<p><b>Contractor to produce proof of payment</b></p> <p>“The Contractor shall before commencement of the Works produce to the Employer’s Agent:</p> <p>8.6.6.1 The policies by which the insurances are effected,</p> <p>8.6.6.2 Proof that due payment of all premiums there under, covering the full required period has been made, and</p> <p>8.6.6.3 Proof of continuity of the policies for the required period.</p>

Clause	Data
	<p>Should, during the currency of the Contract, the required period of insurance be extended for any reason, the Contractor shall timeously extend (so as to maintain) the said insurances for the full extended duration.</p> <p>The Employer's Agent shall be empowered to withhold all payment certificates until the Contractor has complied with his obligations in terms of this Clause 8.6.6."</p>
8.6.7	<p><b>Remedy on Contractor's failure to insure</b></p>
	<p><i>Delete sub-clause 8.6.7 and substitute with:</i></p> <p>"Failure on the part of the Contractor to effect and keep in force any of the insurances referred to in Clause 8.6.1 and its sub-clauses, is a fundamental breach of Contract, entitling the Employer to cancel the Contract by due notice in terms of Clause 9.2 and with specific reference to sub-clause 9.2.2, as amended in the Contract Data."</p>
9.1.2	<p><b>State of emergency</b></p> <p><i>In the <u>fourth</u> line, delete the words 'supply of' and substitute with 'availability of'.</i></p>
9.2	<p><b>Termination by Employer</b></p> <p><i>Delete the contents of Clause 9.2 and substitute with:</i></p> <p>"9.2.1 The Employer may terminate the Contract by written notice to the Contractor if:</p> <p>9.2.1.1 Sequestration of the Contractor's estate is ordered by a Court with due jurisdiction, or</p> <p>9.2.1.2 The Contractor publishes a notice of surrender or presents a petition for the surrender of his estate as insolvent, or makes a compromise with his creditors, or assigns in favour of his creditors, or agrees to carry out the Contract under the supervision of a committee representing his creditors, or (being a company) goes into liquidation, whether provisionally or finally (other than a voluntary liquidation for the purpose of amalgamation or reconstruction), or if the Contractor assigns the Contract without having first obtained the Employer's consent in writing, or if execution is levied on his goods, or</p> <p>9.2.1.3 The Contractor, or anyone on his behalf, or in his employ, offers to any person in the employ of the Employer or the Engineer, a gratuity or reward or commission, or</p>
	<p>9.2.1.4 The Contractor furnished materially inaccurate information in his Tender, which had a bearing on the award of the Contract, or</p> <p>1.2.1.5 The Contractor has abandoned the Contract.</p> <p>9.2.2 If the Contractor:</p> <p>9.2.2.1 Has failed to commence the Works in terms of Clause 10 hereof, or has suspended the progress of the Works for fourteen (14) days after receiving from the Engineer written notice to proceed, or</p>

Clause	Data
	9.2.2.2 Has failed to provide the Guarantee in terms of Clause 7 within the time stipulated in the Contract Data, or
	9.2.2.3 Has failed to proceed with the Works with due diligence, or 9.2.2.4 Has failed to remove materials from the Site or to pull down and replace work within fourteen (14) days after receiving from the Engineer written notice that the said materials or work have been condemned and rejected by the Engineer in terms of these conditions, or 9.2.2.5 Is not executing the Works in accordance with the Contract, or is neglecting to carry out his obligations under the Contract, or
	9.2.2.6 Has, to the detriment of good workmanship or in defiance of the Engineer's instructions to the contrary, sublet any part of the Contract, or 9.2.2.7 Has assigned the Contract or any part thereof without the Employer's consent in writing, then the Employer may give the Contractor 14 days' notice to rectify the default, and if the Contractor fails to rectify the default in said 14 days, then, without further notice, notify the Contractor in writing of the termination of the Contract and expel the Contractor and order the Contractor to vacate the site within 24 hours of issue of the Notice of Termination and to hand the Site over to the Employer, and the Employer
	may then enter upon the Site and the Works without affecting the rights and powers conferred on the Employer or the Engineer by the Contract and the Employer may himself complete the Works or may employ another contractor to complete the Works, and the Employer or such other contractor may use for such completion so much of the Construction Equipment, Temporary Works and materials brought onto the Site by the Contractor as the Employer may think proper, and the Employer may at any time sell any of the said Construction Equipment, Temporary Works and unused materials and apply the proceeds of sale towards payment of any sums that may be due or become due to the Employer by the Contractor under the Contract. In such circumstances the Contractor shall forthwith vacate the Site and shall not be entitled to remain on the Site on the grounds that he is entitled to do so on a right of retention until amounts due to him have been paid, neither will the Contractor be entitled to any further payments in terms of this Contract.
	9.2.3 If the Contractor, having been given notice to rectify a default in terms of 9.2.2 above, rectifies said default, but later repeats the same or substantially the same default, then the Employer may notify the Contractor of the immediate termination of the Contract, and proceed as stated in the paragraph following the word 'writing' in Clause 9.2.2.7 above.

Clause	Data
	<p>9.2.4 Should the amounts that the Employer must pay to complete the Works, exceed the sum that would have been payable to the Contractor on due completion by him, then the Contractor shall upon demand pay to the Employer the difference, and it shall be deemed a debt due by the Contractor to the Employer and shall be recoverable accordingly. Provided that should the Contractor on demand not pay the amount of such excess to the Employer, such sum may be determined and deducted by the Employer from any sum due to or that may become due to the Contractor under this or any previous or subsequent contract between the Contractor and the Employer.”</p>

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**C.1.2.1.2.3 Additional clauses to the General Conditions of Contract:**

Clause	Data
1.1	<p><b>Definitions</b></p> <p><i>Add the following at the end of Sub-Clause 1.1.1:</i></p>
1.1.1.35	<p>“Client”, as used in the Occupational Health and Safety Act - Construction Regulations, means Employer.</p>
1.1.1.36	<p>“Principal Contractor”, as used in the Occupational Health and Safety Act - Construction Regulations, means Contractor.</p>
4.12	<p><b>Contractor’s superintendence</b></p> <p><i>Add the following sub-clause 4.12.4 to Clause 4.12:</i></p> <p>“Where a form is included in the Contract Data for this purpose, the Tenderer shall fill in the name of the person he proposes to entrust with the post of Construction Manager on this Contract in the space provided therefore. Previous experience of this person on work of a similar nature during the past five (5) years is to be entered on the form.</p> <p>The Contractor’s Construction Manager shall be on Site at all times when work is being performed.</p> <p>The person shall be subject to approval of the Employers Agent’s in writing and shall not be replaced or removed from Site without the written approval of the Employers Agent’.</p>
5.6	<p><b>Programme</b></p> <p><i>Add the following sub-clause 5.6.6 to Clause 5.6:</i></p> <p>“Failure on the part of the Contractor to deliver to the Employers Agent, the</p> <ul style="list-style-type: none"> <li>• programme of the Works in terms of Clause 5.6.1 and</li> <li>• supporting documents in terms of Clause 5.6.2</li> </ul> <p>Within the period stated in the Contract Data, shall be sufficient cause for the Engineer to retain 25 per centum of the value of the Fixed Charge and Value-related items in assessment of amounts due to the Contractor, until the Contractor has submitted aforementioned first Programme of the Works and Supporting Documents”.</p>
5.9.7	<p><b>Employers Agent’s to approve Contractor’s Designs and Drawings</b></p> <p><i>Add the following at the end of Sub-Clause 5.9.7</i></p> <p>“All designs, calculations, drawings and operation and maintenance manuals shall be fully endorsed by a third party registered engineer, accomplished in such specific field of practice and the cost thereof shall be borne solely by the Contractor.</p> <p>Once the alternative design has been approved, the Contractor shall indemnify and hold harmless the Employers Agent’s, the Employer, their agents and assigns, against all claims howsoever arising out of the said design, whether in contract or delict”.</p>

Clause	Data
5.11	<p><b>Suspension of the Works</b></p> <p><i>Add the following sub-clause 5.11.7 to Clause 5.11:</i></p> <p>“If the Contractor does not receive from the Employer the amount due under an Interim Payment Certificate within 28 days after expiry of the time stated in sub-clause 6.10.4 within which payment is to be made (except for deductions in accordance with sub-clauses 6.10.1.6 and 6.10.1.7), the Contractor may, after giving 14 days’ notice to the Employer, suspend the progress of the Works.</p> <p>The Contractor’s action shall not prejudice his entitlements to a claim in terms of Clause 10.1 and to cancellation of the Contract in terms of Clause 9.3.</p> <p>If the Contractor subsequently receives full payment of the amount due under such Interim Payment Certificate before giving a notice of cancellation of the Contract, the Contractor shall resume normal working as soon as is reasonably practicable.”</p>
5.12	<p><b>Extension of Time for Practical Completion</b></p> <p><i>Add the following at the end of Sub-Clause 5.12.2.2:</i></p> <p>“The extension of time to be allowed due to abnormal rainfall shall be calculated separately for each calendar month or part thereof in accordance with the following formula:</p> $V = (Nw - Nn) + \frac{Rw - Rn}{x}$ <p>where</p> <p>V = Extension of time in calendar days for the calendar month under consideration</p> <p>Nw = Actual number of days during the calendar month on which a rainfall of 10 mm or more has been recorded</p> <p>Rw = Actual recorded rainfall for the calendar month</p> <p>Rn = Average rainfall for the calendar month, as derived from existing rainfall records</p> <p>x = 20</p>
	<p>The rainfall records which shall provisionally be accepted for calculation purposes are:</p> <p>Based on records taken at:                      <b>Rainfall Station: Moretele/Maubane</b>  <b>Years of record: 2006 – 2016</b></p>

**Table 1 – RAINFALL RECORDS FOR PERIOD: 2006– 2016**

**RAINFALL STATION: HAMASKRAAL Lat: 23.8570 Lon: 29.451 Height 1226 m**

**Average No of Days with Rainfall exceeding 10mm: 9.8 days/year**

**Average Rainfall: 488.6 mm/year station no: 0677802BX**

MON	AVE	ST	N DAY	NUM	1	5.1	10.1	20.1	50.1	100.1	MAX R	MAX RAIN
MON		DEV	RAIN	MON	5	10	20	50	100	900	DAY	DATE
M	AVE	ST	N DAY	NUM	1	5.1	10.1	20.1	50.1	100.1	MAX R	MAX RAIN
M		DEV	RAIN	MON	5	10	20	50	100	900	DAY	DATE
JAN	65.9	39.3	65.9	11	3.4	2.1	1.3	0.7	0	0	38	1/18/2013
FEB	47.3	49.7	47.3	11	1.6	0.9	1.1	0.6	0	0	49	2/26/2006
MAR	58.4	33.2	58.4	11	3	1.3	1.1	0.7	0.1	0	51.5	3/27/2006
APR	43.3	46.6	43.3	11	1.5	1	0.7	0.5	0.1	0	68	4/4/2011
MAY	10.4	14	10.4	11	0.5	0.4	0.3	0.1	0	0	29.2	5/8/2009
JUN	1.7	3.6	1.7	11	0.3	0	0.1	0	0	0	12	6/10/2009
JUL	2.4	4.3	2.4	11	0.3	0.1	0.1	0	0	0	12.1	7/4/2007
AUG	2.3	5.6	2.3	11	0.2	0	0.1	0	0	0	19.2	8/15/2011
SEP	6.6	8.2	6.6	11	0.4	0.4	0.1	0.1	0	0	22.5	9/4/2015
OCT	48.1	29.5	48.1	11	1.5	0.7	1.4	0.6	0	0	38.2	10/29/2009
NOV	97.7	40.5	97.7	11	3.1	2	1.3	1.5	0.2	0	65.5	11/12/2008

Clause	Data												
	DE	104.	56.	104.								12/16/2	
	C	6	3	6	11	3.8	1	1.7	1.9	0.1	0	55	014
	YR	488.		67.9		19.						488.	
		6				5	9.8	9.2	6.8	0.5	0	6	
	<p>The factor (Nw - Nn) shall be considered to represent a fair allowance for days during which rainfall exceeds 10 mm and the factor (Rw - Rn)/x shall be considered to represent a fair allowance for those days when rainfall does not exceed 10 mm but wet conditions prevent or disrupt work.</p> <p>The total extension of time shall be the algebraic sum of all monthly totals for the contract period, but if the algebraic sum is negative the time for completion shall not be reduced due to subnormal rainfall. Extensions of time for a part of a month shall be calculated using pro rata values of Nn and Rn.”</p> <p>For this project the rainfall formula will only apply as background information, or dispute resolution. Extension of time for rainfall will only be granted on Actual Delays experienced; noted and agreed upon by the engineer.</p>												
6.10	<b>Payments</b>												
	<p><i>Add the following at the end of Sub-Clause 6.10.1:</i></p> <p>“The Contractor shall complete the ‘Contractor’s Monthly Report Schedule’, which pro forma documentation is obtainable from the Employer’s Agent. Pursuant to Sub-Clause (1), these, duly signed by all concerned, together with the Contractor’s statement and a VAT invoice in original format are to be submitted to the Employer’s Agent. Issue by the Employer’s Agent to the Employer and Contractor of any signed payment certificate is conditional to this information being fully endorsed, accurately and timeously submitted to the Employer’s Agent r”.</p> <p><i>Add the following at the end of Sub-Clause 6.10.1.5:</i></p>												
9.3	<p>“All documentary evidence of such materials shall be unambiguous with respect to ownership having fully passed to the Contractor on or before the date of submittal of the Contractor’s monthly statement.</p> <p>Should the Contractor fail to supply unambiguous documentary evidence, he shall, prior to submittal of his monthly statement, deliver to the Employer a Guarantor Guarantee in the form contained in the Appendices to the Contract Data.”</p> <p><b>Termination by the Contractor</b></p> <p><i>Add the following at the end of Sub-Clause 9.3:</i></p>												

Clause	Data
	<p>9.3.5 “In addition to, or as an alternative to the rights to termination contained in this Clause 9.3, the Contractor may notify the default to the Employer, with a copy to the Employer’s Agent, and if the default is not rectified within 10 days the Contractor may suspend progress of the works until a date 7 days after the default is rectified. The Contractor shall be entitled to extension of time to the extent of delay caused by or resulting from such suspension, and to payment of additional costs caused by or resulting from the suspension. Such extension of time and additional costs shall be promptly ascertained by the Employer’s Agent, who shall then grant the extension of time and include the additional costs in all future payment certificates. Such suspension, extension of time and/or payment of additional costs, shall not prejudice the Contractor’s rights to cancel the contract.”</p>

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**C.1.2.2 Part 2: Data provided by the Contractor**

The General Conditions of Contract, as specified in Part 1, shall be used as a basis for this Data which is required to be completed.

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

Clause	Data
1.1.1.9	The Name of the Contractor is: ..... .....
1.2.1.2	The address of the Contractor is:  Physical address: ..... ..... .....
1.2.1.2	Postal address: ..... ..... .....  e-mail address: .....  Contact numbers:  Corporate: .....  Direct: .....  Mobile: .....  Fax: .....

### C1.3 Form of Guarantee

**Contract No. MLM/MIG/W6-XX**

WHEREAS The **MORETELE LOCAL MUNICIPALITY** (hereinafter referred to as the Employer") entered into, a Contract with:

.....  
..  
(hereinafter called "the Contactor") on the ..... day of .....20.....  
.  
for the construction of **INTERNAL ROADS IN WARD 6**

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

AND WHEREAS ..... has / have at the

request of the Contractor, agreed to give such guarantee;

NOW THEREFORE WE ..... do hereby guarantee and bind ourselves jointly and severally as Guarantor and Co-principal Debtors to the Employer under renunciation of the benefits of division and execution for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

1. The Employer shall, without reference and / or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the completion date of the works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the completion date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money.
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.
4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
5. Our totally hereunder all not exceed the Guaranteed Sum of ..... liability. .... Rand (in words); R ..... (in figures) .....
6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon our liability hereunder shall cease.
7. We hereby choose our address for the serving of all notices for all purposes arising here from as

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

.....  
..

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

Signature .....

Duly authorized to sign on behalf of .....  
..

Address .....  
..  
.....  
.....  
.....

As witnesses:

1 .....

2 .....



## C1.4 Occupational Health and Safety

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

THIS AGREEMENT IS made at .....

on the ..... day of ..... in the year .....

Between MORETELE LOCAL MUNICIPALITY (hereinafter called "the Employer") of the one part, herein represented by .....

In his capacity as .....

and delegate of the Employer in terms of the Employer's standard powers of delegation pursuant to the provisions of Act No 7 of 1998,

and .....

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

.....

In his capacity as .....

and being duly authorized by virtue of a resolution appended hereto as Annexure A;

WHEREAS the Employer requires certain works be constructed, viz **IMPLEMENTATION OF INTERNAL ROADS (STREET 1 & STREET 4) IN WARD 6 (DIPETLWANE VILLAGE)** and has accepted a Tender by the Mandatory for the construction, completion and maintenance of such Works and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993).

NOW THEREFORE THIS AGREEMENT WITNESSES AS FOLLOWS:

- 1 The Mandatory shall execute the work in accordance with the Contract Documents pertaining to this Contract.
- 2 This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or engineer requiring him to commence the execution of the Works, to either -
  - (a) the date of the Final Certificate issued in terms of Clause 5.16.1 of the South African Institution of Civil Engineering General Conditions of Contract for construction work, 3<sup>rd</sup> Edition 2015 (hereinafter referred to as "the GCC"), or
  - (b) The date of termination of the Contract in terms of Clause 09 of the GCC.

- 3 The Mandatory declares himself to be conversant with the following:
- (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:
    - (i) Section 8 : General duties of Employers to their employees
    - (ii) Section 9 : General duties of Employers and self-employed persons to persons other than employees
    - (iii) Section 37 : Acts or omissions by employees or mandatories
    - (iv) Sub-section 37(2) relating to the purpose and meaning of this Agreement
  - (b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his subcontractors.
- 4 In addition to the requirements of the ruling GCC (as amended by Special Condition of Contract section contained in this Contract Documents) and all relevant requirements of the above-mentioned document/s, the Mandatory agrees to execute all the Works forming part of this Contract and to operate and utilize all machinery, Plant and equipment in accordance with the Act.
- 5 The Mandatory is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.
6. The Mandatory warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No 130 of 1993), which cover, shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.
7. The Mandatory undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:
- a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
  - b) All incidents referred to in the Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
  - c) The Employer hereby obtains an interest in the issue of any formal enquiry conducted in terms of section 32 of the Act into any incident involving the Mandatory and/or his employees and/or his subcontractors.

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

**SIGNED FOR AND ON BEHALF OF THE EMPLOYER** : .....

Witness ..... Witness .....

(Name) ..... (Name) .....  
 (Print) ..... (Print) .....

**SIGNED FOR AND ON BEHALF OF THE MANDATARY** : .....

Witness ..... Witness .....

(Name) ..... (Name) .....  
 (Print) ..... (Print) .....

**ANNEXURE A**

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

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

By resolution of the board of directors passed at a meeting held on ..... 20.....,

Mr//Ms ..... whose signature

appears below, has been duly authorised to sign the AGREEMENT IN TERMS OF THE

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993) on behalf of .....

.....

SIGNED ON BEHALF OF THE COMPANY : .....

IN HIS/HER CAPACITY AS : .....

DATE : .....

SIGNATURE OF SIGNATORY : .....

WITNESS : ..... WITNESS : .....

NAME (in capitals):..... NAME : .....

## **C2.1 SPECIAL CONDITIONS OF CONTRACT**

The following special conditions of contract, which include amendments to, omissions of or additions to certain clauses of the "General Conditions of Contract for Construction Works, Third Edition (2015)", shall be applicable to the works. In the case of conflict with the mentioned general conditions of contract, these special conditions of contract shall be binding and applicable to the contract.

Each clause with the prefix SCC shall refer to the concurrent clause in the general conditions of contract. Such clause shall substitute, supplement or amend the clause with the same number in the general conditions of contract. Where there is no such concurrent clause in the general conditions of contract the SCC clause shall be numbered as a new clause in the special conditions of contract.

### **1. DEFINITIONS, INTERPRETATIONS AND GENERAL PROVISIONS**

#### **SCC 1.1.1.15 EMPLOYER**

Add the following to GCC 1.1.1.15:

The employer is the **Moretele Local Municipality**, and includes any persons appointed by the Employer. The official address is:

Moretele Local Municipality  
4065B, Mathibestad  
Private bag x367  
MAKAPANSTAD  
0404

#### **SCC 1.1.1.16 ENGINEER**

Add the following to GCC 1.1.1.16:

The Engineer means Tshashu Consulting Engineers and Project Manager's, and includes any persons appointed by the Engineer. The official address is:

Address (physical): The Village  
Block C First Floor  
Corner Oberon & Glenwood Roads  
Pretoria 0043

Cell: 076 179 4722

Tel/ fax: 012 348 1896

e-mail: [admin@tsconsulting.co.za](mailto:admin@tsconsulting.co.za)

## **2. AMBIGUITY IN DOCUMENTS**

Add the following to GCC 2.4:

2.4.1 The several documents forming the contract shall rank in the following order of precedence:

- a) contract agreement;
- b) tender form and appendix;
- c) special conditions of contract;
- d) project specifications;
- e) general conditions of contract;
- f) drawings;
- g) standardised specifications (SANS 1200) and particular specifications;
- h) schedule of quantities and summary;
- i) statutory regulations and requirements;
- j) standard SANS specifications (not SANS 1200);
- k) other standard specifications.

If the requirements of any part of the tender document contradict any other part, the document in the highest position on the above order of precedence, shall have preference and apply.

## **3. PROGRAMME OF THE WORKS**

### **SCC 5.6.1 PROGRAMM**

Add the following to GCC 5.6.1

The critical path of the works shall also be stipulated clearly in the programme.

## **4. INSTRUCTIONS AND DRAWINGS**

### **SCC 5.9.1 DRAWINGS AND INSTRUCTIONS**

Add the following to GCC 5.9.1

The Contractor is entitled to three (3) free sets of paper plans for normal use and one (1) free set of paper plans on which to enter "as built" information. He shall also be supplied with one (1) free copy of the contract document. These drawings and contract document shall be issued to the Contractor, at the time of commencement of the contract, by the Engineer.

### **SCC 5.9.7 ENGINEER TO APPROVE CONTRACTOR'S DESIGNS AND DRAWINGS**

Add the following to GCC 5.9.7:

Although the Engineer may approve plans and designs of the Contractor, this does not exempt the Contractor from his responsibility. The professional responsibility for such designs shall be that of the Contractor and his Engineer.

## **5. CLEARANCE OF SITE**

### **SCC 5.15.1 CLEARANCE OF SITE ON COMPLETION**

Add the following to GCC 5.15.1:

After completion of the works, the Contractor shall obtain certificates from all concerned land owners on whose property works have been executed, stating that they are satisfied with the condition of their property, which will normally include finishing of pipe trenches and structures, clearance and finishing of all stone quarries, borrow pits, diversions, private or tertiary or haulage roads that have been used for the transport of

material, waste material, fencing, gates, etc on their properties. These certificates shall all be handed to the Engineer before he issues the certificate of completion. Notwithstanding a certificate of completion will not be issued if the work is not to the satisfaction of the Engineer.

**6. CONTRACTOR'S EMPLOYEES**

**SCC 4.10 ENGAGEMENT OF EMPLOYEES**

Add the following to clause 4.10.1:

In the event that the Contractor does not pay local labour or any outside agency employed on a monthly basis, the Employer has the automatic right to deduct such wages from the Contractor's next payment certificate. This will be deducted from either monies due to the Contractor or from retention already retained on the project. Payments to the local labour or outside agency will be made by cession.

**7. MATERIALS, WORKMANSHIP AND CONSTRUCTIONAL PLANT**

**SCC 7.1 QUALITY OF PLANT, MATERIALS AND WORKMANSHIP**

Add the following to GCC 7.2.1:

No second-hand or reject material shall be used without written permission from the Engineer.

**SCC 7.4.4 COST OF TEST SPECIMENS AND TESTS**

Substitute GCC 7.4.4 with the following:

- (a) It is deemed that the Contractor has made provision in his tender for all such services and tests that are required from him. It is the duty of the Contractor to, at his own cost and by means of the necessary tests, prove to the Engineer that the works and compaction prescribed, comply with the specification.

**8. EXAMINATION OF THE WORKS**

**SCC 7.5.1 EXAMINATION OF WORK BEFORE COVERING UP**

Add the following to GCC 7.5.1:

The Contractor shall give the Engineer a reasonable time to accommodate examinations in his programme, in which case a time for inspection can be agreed upon.

**SCC 7.5.3 NOTICE TO BE GIVEN WHEN READY FOR TESTING**

Add the following to paragraph 2 of GCC 7.5.3:

If the Engineer attends with the purpose of examining any part or materials of the works at any time and date as agreed upon with the Contractor, and it is found that the works or materials are not yet ready for inspection, the Contractor shall be responsible for the costs of such a visit by the Engineer.

**9. INDEMNIFICATIONS**

**SCC 8.4.2 INDEMNITY BY EMPLOYER**

Add the following to GCC 8.4.2:

The Contractor indemnifies the Employer against any liability in respect of damage to or physical loss of the property of any person or injury to or death of any person due to not complying with the Occupational Health and Safety Act No 85 of 1993. Attached in the

tender document is the form "Contract between Employer and Contractor" to be completed by the successful Contractor.

**SCC 8.6.1 INSURANCES**

Add the following to GCC 8.6.1:

The amount shall be per occurrence. The number of occurrences is unlimited.

Add the following to GCC 8.6.6:

Within 14 days of receipt of the letter of acceptance of his tender, the Contractor shall submit proof of payment to the Engineer.

**10. VARIATIONS**

**SCC 6.5 DAYWORK**

Add the following to GCC 6.5:

"Total remuneration" shall include the following:

- Basic wage
- Holiday fund stamp
- Unemployment insurance
- Employee's compensation
- Service bonus

Add the following to GCC 6.5.4:

The percentage allowance stated in the appendix shall also include travelling cost or travelling allowance (transport of workmen with the Contractor's transport vehicles or transport vehicles hired by the Contractor or for which the Contractor paid), and residence allowance and other wages that are payable to the workmen on the date for submission of tenders.

**11. SUSPENSION OF THE WORKS**

**SCC 5.11.1 SUSPENSION OF THE WORKS**

Add the following to GCC 5.11.1:

No payment shall be made for costs incurred by recompiling a construction programme. In the case of suspension of work, either for a change in sequence or as a result of GCC 5.11.2 to 5.11.3, no payment shall be made for such costs resulting from this.

**12. EXTENSION OF TIME FOR COMPLETION**

**SCC 1.1.1.14 TIME FOR ACHIEVING PRACTICAL COMPLETION**

Add the following to GCC 5.12.1:

The time for achieving practical completion shall exclude the period of builder's holidays from 16 December 2021 till 5 January 2022, as well as other special non-working days and public holidays.

**SCC 5.12.1 EXTENSION OF TIME FOR COMPLETION**

Add the following to GCC 5.12.1:

Extension of the time for completion as a result of extra or additional work and unfavourable physical conditions shall only be granted if such work or conditions influence work on the critical path of the programme. If no definitive method for extension of time due to weather conditions and rain is specified, extension of time as a result of this shall also only be applicable if it influences the critical path of activities.

### **SCC 5.12.2 SOME REASONS FOR EXTENSIONS OF TIME**

Add the following to GCC 5.12.2:

Abnormal climatic conditions.

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

$$V = (N_w - N_n) + \left( \frac{R_w + R_n}{X} \right)$$

V = Extension of time for calendar days of the calendar month concerned. If the value of V is negative and the absolute value thereof is greater than N<sub>n</sub>, V is taken as negative N<sub>n</sub>.

N<sub>w</sub> = Actual number of days during calendar month on which a rainfall of Y mm or more is recorded.

N<sub>n</sub> = Average number of days in the calendar month concerned on which a rainfall of Y mm or more is recorded in terms of existing rainfall data.

R<sub>w</sub> = Actual rainfall for the calendar month concerned in mm.

R<sub>n</sub> = Average rainfall for the calendar month in mm deduced from existing rainfall data.

The total extension of time is the algebraic sum of the monthly totals for the period concerned. Extension of time for parts of a month shall be calculated by using pro rata values of N<sub>n</sub> and R<sub>n</sub>. If the algebraic sum of the monthly totals is negative, no reduction of the time for completion as a result of rainfall shall be applicable.

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

The factor (N<sub>w</sub> - N<sub>n</sub>) is considered as a fair allowance for deviation from the normal for the number of days on which the rainfall exceeds Y mm. The factor (R<sub>w</sub> - R<sub>n</sub>)/X is considered as a fair allowance for deviation from the normal for the number of days on which the rainfall does not exceed Y mm, but on which wet conditions will hamper or disrupt work.

For the purpose of this contract the values of N<sub>n</sub>, R<sub>n</sub>, X and Y will be the relevant values of the nearest weather station to the site as supplied by the South African Weather Bureau. It is the sole responsibility of the Tenderer to acquaint himself with the relevant values. These values shall, at the start of the contract be submitted to the Engineer for scrutiny and approval.

### **SCC 5.12.2.3 AVAILABILITY OF PETROLEUM PRODUCTS**

The tender shall be based on the available supply of petroleum products required for the completion of the works. If, during the contract period, for reasons outside the control of the Contractor, a restriction or breakdown in the supply of petroleum products may occur, which has an actual influence on the execution of the works for a period of

at least thirty (30) days, the Contractor shall make all reasonable efforts to complete the works and he shall be entitled to an extension of the time for completion and he shall also be entitled to such an adjustment of the contract price as deemed reasonable by the Engineer, with consideration of all materials and relevant factors directly responsible or having a direct effect on such restriction or breakdown, with the inclusion of the Contractor's site and overhead costs relevant to the contract.

#### **SCC 5.12.2.3 EXTENSION OF TIME DUE TO SHORTAGE OF MATERIAL**

If, during the preparation of his tender or during construction, the Contractor bases his unit prices on prices obtained from specific material or specific suppliers, it will be accepted that the Contractor has ascertained that such material shall be available on a continuous basis for the execution of the contract.

No extension of time shall be granted if material cannot be obtained locally, but is available from other sources in the country, and no additional remuneration shall be granted for increased costs due to obtaining material from sources in other parts of the country.

If suppliers cannot adhere to the quoted delivery dates, any delays resulting from this shall be considered as a matter between the supplier and the Contractor. Extension of time could be granted under such conditions after complete proofs have been submitted to and accepted by the Engineer, but without any financial implications for the Employer.

### **13. INTERIM PAYMENTS**

#### **SCC 6.10.2 VALUATION OF MATERIAL BROUGHT ONTO SITE**

Add the following to GCC 6.10.2:

Material or goods for which payment is made in terms of this clause, shall be identified uniquely and be stored in a space approved by the Engineer, and which will only be used for the purposes of the Employer.

#### **SCC 6.10.3 RETENTION MONEY**

Add the following to GCC 6.10.3:

No limit of retention money will be applicable only the 10 % as stated in the Contract Data will be applicable on the contract.

#### **SCC 6.10.5 EMPLOYER'S OBLIGATION TO PAY**

Replace GCC 6.10.5 with the following:

The Engineer shall deliver to the Employer the Contractor the payment certificate referred to in clause 6.10.3 within 07 (seven) days after the receipt by the Engineer of the Contractor's said statement, and the Employer shall pay the amount due to the Contractor within 65 (sixty-five) days after receipt by the Employer of the payment certificate signed by the Engineer.

#### **SCC 6.10.1 VALUE ADDED TAX**

Add the following to GCC 6.10.1:

Value added tax (VAT) shall be calculated on each payment certificate, but it shall remain the responsibility of the Contractor to issue a tax invoice for the certified amount. The Contractor is responsible for the payment of VAT.

### **14. DEFECTS**

**SCC 7.8.1 MAKING GOOD OF DEFECTS**

Add the following to GCC7.8.1:

If it is deemed necessary in the opinion of the Engineer, the defects liability period after repairs can be extended for a further period of twelve months or for a period to the discretion of the Engineer, as regards the relevant part of the works that is made good.

**15. LEGAL PROVISIONS**

**SCC 4.3.1 COMPLIANCE WITH APPLICABLE LAWS**

The Contractor shall be conversant with all the requirements, regulations, and standards of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), hereinafter referred to as “the Act” and undertakes to execute all the works forming part of this Contract and to operate and utilise all machinery, plant, and equipment in accordance with the Act.

The Contractor shall, from the commencement date of the Contract up to completion or termination thereof, be the Employer’s mandatory regarding occupational health and safety for all activities on the site but without derogating from his status in his own right as an employer or a user in accordance with the Act.

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

The Contractor shall, when called upon to do so, enter into and execute an Agreement, as provided for under Section 37(2) of the Act, with the Employer. The Agreement in the relevant form shall be prepared at the expense of the Employer.

**16. LATENT DEFECT PERIOD**

**SCC 5.16.3 LATENT DEFECT PERIOD**

The latent defect period is 10 years.

**17. ADJUDICATION**

**SCC 10.5.3 ADJUDICATION BOARD MEMBERS**

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

### C3. Schedule of Quantities

#### 1.1.1.1.1.1 C3.1 Preamble to Schedule of Quantities

1. The general conditions of contract, the special conditions of contract (if any), the specifications (including the project specification) and the drawings are to be read in conjunction with the schedule of quantities.
2.
  - a) The schedule comprises items covering the Contractor's profit and costs of general liabilities and of the construction of temporary and permanent works.
  - b) The Contractor is at liberty to insert a rate of his own choosing for each item in the schedule and his attention is drawn to the fact that the Contractor has the right, under various circumstances, to payment for additional works carried out and that the Engineer is obliged to base his assessment of the rates to be paid for such additional work on the rates inserted in the schedule by the Contractor.
  - c) Clause 8 of each standardised specification and the measurement and payment clause of each particular specification, read together with the relevant clauses of the project specification, set out what ancillary or associated activities are included in the rates for the operations specified.
3. Descriptions in the schedule of quantities are abbreviated and the schedule has been drawn up generally in accordance with the latest issue of Civil Engineering Quantities<sup>1</sup>. Should any requirement of the measurement and payment clause of the applicable standardised specification<sup>2</sup>, or the project specification<sup>2</sup>, or the particular specification(s)<sup>2</sup> conflict with the terms of the schedule or, when relevant, Civil Engineering Quantities<sup>1</sup>, the requirement of the standardised, project or particular specification, as applicable, shall prevail.
4. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made for waste.
5. The prices and rates to be inserted in the schedule of quantities are to be the full inclusive prices to the Employer for the work described under the several items, value added tax excluded. Such prices shall cover all costs and expenses that may be required in and for the construction of the work described, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the quotation is based.
6. A price or rate is to be entered against each item in the schedule of quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the schedule.
7. The Contractor must price each item in the schedule of quantities in **BLACK INK**.
8. **All prices and rates shall exclude value added tax (VAT)**. The Contractor shall calculate value added tax and enter it at the end of the summary of the schedule of quantities.
9. For the purposes of this Schedule of Quantities, the following words shall have the meanings hereby assigned to them:

Unit	:	The unit of measurement for each item of work as defined in the 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
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.
Prime Cost (or PC item)	:	A sum fixed by the Engineer and entered in the Schedule of Quantities as the net sum provided to cover the cost of specific goods or materials to be supplied under the contract, or the net sum to be paid by the Contractor to merchants or others for such articles or materials. <sup>1</sup>

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Provisional Sum	:	A sum of money fixed by the Engineer and entered in the Schedule of Quantities to provide for work not defined at the tender stage and includes any allowance specifically made for unforeseen contingencies. <sup>1</sup>
Extra Over (or EO)	:	Qualifies an operation (or combination of operations) which is common in a varying degree to a number of other operations and which is scheduled once as “extra over” those other operations in order to avoid a multiplicity of items each reflecting the degree to which the common operations applies. The term “extra over” invariably denoted double measurement, no deduction being made from one on account of the other. <sup>1</sup>

10. The units of measurements indicated in the Schedule of Quantities are metric units.

The following abbreviations are used in the Schedule of Quantities:

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m <sup>2</sup>	=	square metre
m <sup>2</sup> -pass	=	square metre-pass
ha	=	hectare
m <sup>3</sup>	=	cubic metre
m <sup>3</sup> -km	=	cubic metre-kilometre
/	=	litre
kl	=	kilolitre
kg	=	kilogramme
t	=	ton (1 000 kg)
no	=	number
%	=	percentage
kW	=	kilowatt
PC Sum	=	prime cost sum
Prov. Sum	=	provisional sum
kPa	=	kilopascal
R/only	=	Rate only
W/day	=	Work day

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- 1) The standard system of measurement of Civil Engineering Quantities of South Africa published by the South African Institution of Civil Engineers.
  - 2) See definition in sub clause 2.1 of Part 1 of SANS 0120: Format and Contents.

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## DAY WORK LIST

### GENERAL

Contractors must complete this list, which will be used to assess the value of work that the Engineer instructs in writing to be done on a day work basis, all in agreement with clause 37.2 of the General Conditions of Contract for Construction Works, Third Edition, 2015 and coupled Special Conditions of Contract. All the rates are fixed and shall be binding till the issuing of the final certificate, except for statutory increases that are announced from time to time.

### LABOUR COSTS

Rates for labour as listed below shall include all the allowances as specified in the General Conditions of Contract for Construction Works, Third Edition, 2015 and Special Conditions of Contract. The extra allowance, applicable on Labour costs listed below, is given in the tender appendix and must not be taken into account in this list.

Overtime costs incurred by this contract shall be paid in the same proportion as the amounts actually paid to the employees.

DESCRIPTION	UNIT	RATE
Unschoolled labour	Hour	R
Half- Schooled labour	Hour	R
Pipe layer	Hour	R
Ganger	Hour	R
Foreman / Section leader	Hour	R
Brick layer	Hour	R
Plumber	Hour	R

### EQUIPMENT COSTS

Full comprehensive hourly rates, which also include the cost of operators, must be listed below. Rates must also include all the costs of consumable items, maintenance, depreciation, tools, and all other coincidences that shall be necessary to operate the equipment for the purpose it is designed for. The rates must also include all the overhead costs, profits, site supervision, insurance, holidays with payment, travelling costs (or travelling allowances) and residence allowances of operators and any other allowances that are applicable on equipment. The Tenderer must list under each heading the make and specification of the equipment available.

DESCRIPTION	UNIT	RATE
1. Excavators ..... ..... .....	Hour Hour Hour	..... ..... .....
2. Front-end loaders ..... ..... .....	Hour Hour Hour	..... ..... .....
3. Trucks (m <sup>3</sup> specified) ..... ..... .....	Hour Hour Hour	..... ..... .....
4. Water truck (litres specified) ..... ..... ..... .....	Hour Hour Hour Hour	..... ..... ..... .....
5. Tractor & Trailer ..... ..... .....	Hour Hour Hour	..... ..... .....
6. Compressor ..... ..... .....	Hour Hour Hour	..... ..... .....
<b>DESCRIPTION</b>	<b>UNIT</b>	<b>RATE</b>
7. Concrete mixer (litres specified) .....	Hour	.....

..... ..... .....	Hour Hour Hour	..... ..... .....
8. "Dumper" (m <sup>3</sup> specified) ..... ..... ..... .....	Hour Hour Hour Hour	..... ..... ..... .....
9. Water pumps 75mm..... 100mm..... 150mm.....	Hour Hour Hour	..... ..... .....
10. Compactors Plate ..... ..... ..... .....	Hour Hour Hour Hour	..... ..... ..... .....
11. Other equipment ..... ..... ..... .....	Hour Hour Hour Hour	..... ..... ..... .....

## **C2.2 BILL OF QUANTITIES**

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### **SCHEDULE A: ROADWORKS**

1200	General Requirements and Provisions .....	C.108
1300	Contractor's Establishment and General Obligations .....	C.109
1400	Housing, Offices and Laboratories for the Engineer's personnel .....	C.110-111
1500	Accommodation of Traffic .....	C.112
1600	Overhaul .....	C.113
1700	Clear and Grubbing.....	C.114
1800	Daywork Schedule .....	C.115
2300	Concrete Kerbing, Concrete Channelling, Chutes .....	C.117
3100	Borrow Materials .....	C.118
3300	Mass Earthworks .....	C.119
3400	Pavement Layers of Gravel Material .....	C.120
3500	Stabilisation .....	C.121
5100	Pitching, Stone works and protection.....	C.122
5600	Road Signs.....	C.123
5700	Road Markings .....	C.124
5900	Finishing the Road and Road Reserve and Treating old Roads .....	C.125
7300	Concrete Block Paving for Roads.....	C.126
8100	Testing Materials and Workmanship .....	C.127
	<b>SUMMARY OF SCHEDULE OF QUANTITIES .....</b>	<b>C.129</b>
	<b>CALCULATION OF TENDER SUM .....</b>	<b>C.130</b>

**NB: TENDERERS MUST COMPLETE THE SCHEDULE OF QUANTITIES IN BLACK INK.**

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1200 B12.03	<b>GENERAL REQUIREMENTS AND PROVISIONS</b> <b>Relocation and protection of existing services:</b>				
	a) Relocation, including lowering or raising, protection and/or repair of existing services which are not allowed for under any other items in the schedule of quantities.	Prov. Sum			50,000.00
	b) Handling cost and profit in respect of sub-item B12.03(a)	%	50,000.00		
B12.04 LI	<b>Provision for a Community Liaison Officer</b> (a) Provisional sum for the payment of the Community Liaison Officer @ R 5000.00 p/m	Prov. Sum			30,000.00
	(b) Handling costs and profit in respect of sub-item B12.04(a)	%	30,000.00		
B12.05 LI	<b>Provision for cost of attending Steering Committee meetings members (PSC)</b> (a) Provisional sum for the payment of the PSC	Prov. Sum			19,500.00
	(b) Handling costs and profit in respect of sub-item B12.05(a)	%	19,500.00		
B12.06	<b>Contractor's time related obligations in respect of the Occupational Health and Safety Act and Construction Regulations</b>				
	(a) Mine Health and Safety Obligations	month	6		
	(b) Special Information Signs	PC Sum			10,000.00
	(d) Handling costs and profit in respect of sub-item B12.06(a) and (b)	%	10,000.00		
B12.07	Submission of the Health and Safety File	Lump Sum			20,000.00
B12.08	<b>Contract Nameboard (As per drawing)</b>	No	1		
B12.12 LI	<b>Payment of Student Trainee</b> a) <b>Provisional sum for the payment of Student Trainee (R4500 per month)</b>	Prov. Sum			27,000.00
	b) Handling costs and profit in respect of sub-item B12.12(a)	%	27,000.00		
1200	<b>TOTAL CARRIED TO SUMMARY</b>				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1300	<p>-  <u><b>CONTRACTORS ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS</b></u></p> <p><b>B13.01 The contractors general obligations :</b></p> <p>(a) Fixed obligations</p> <p>(b) Value-related obligations</p> <p>(c) Time-related obligations</p> <p>The combined total tendered for sub-items (a), (b) and (c) shall not exceed 15% of the tender sum.</p> <p>-</p>	<p>Lump sum</p> <p>Lump sum</p> <p>Month</p> <p>-</p>	<p>1</p> <p>1</p> <p>6</p>		
1300	TOTAL CARRIED TO SUMMARY				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<b><u>HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL</u></b>				
<b>14.01</b>	<b>Office and laboratory accommodation:</b>  The provision of accommodation as specified, including roof, external and internal walls, windows complete with glazing, doors with locks and fittings burglar proofing, painting, floors, fencing, the provision of a 220/250 volt electrical installation with wiring, switchboards, etc, water and sewerage installation, and stores, complete, in accordance with the drawings and specifications, except for items scheduled elsewhere :				
<b>LI</b>	(a) Offices (interior floor space only)	m <sup>2</sup>	40		
	(b) Laboratories (interior floor space only)	m <sup>2</sup>	1		Rate Only
	(c) Open concrete working floors, 150mm thick	m <sup>2</sup>	1		Rate Only
	(d) Roofs over open concrete working floors	m <sup>2</sup>	1		Rate Only
	(e) Ablution units	No.	2		
<b>14.02</b>	<b>Office and laboratory furniture:</b>				
	(a) Chairs	No.	8		
	(d) Desks, complete with drawers and locks	No.	2		
	(f) Conference tables	No.	1		
<b>B14.02</b>	<b>Office and laboratory fittings, installations and equipment:</b>				
	(a) Items measured by number :				
	(i) 220/250 volt power points	No.	1		
	(iii) Double 80 watt fluorescent-light fittings complete with ballast and tubes	No.	2		
	(vi) Wash-hand basins complete with taps and drains	No.	1		
	(vii) Laboratory basins complete with swan-neck taps and drains	No.	1		Rate Only
	(x) Fire extinguishers, 9,0kg, all purpose dry powder type, complete, mounted on wall with brackets	No.	1		
<b>1400</b>	<b>TOTAL CARRIED FORWARD</b>				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<b>AMOUNT BROUGHT FORWARD</b>				
	(xi) Air-conditioning units with, 2,2kW minimum capacity, mounted and with own power connection	No.	2		
	(xiii) Curing chambers for UCS specimens, complete with water connection, including the provision of brick partitions, plaster, paint and shelving.	No.	1		Rate Only
	(xiv) General - purpose steel cupboards with shelves	No.	2		
	(xviii) Voltage stabilizers	No.	1		
	(xix) Automatic level with tripot	No.	1		
	(xx) 100m "stylon" steel tape	No.	1		
	(xxi) 5m leveling staff (1cm graduations with bubble)	No.	1		
<b>14.04</b>	<b>Car ports</b>				
	Car ports, 3.0m wide and 2,5m high, at offices	No.	3		
<b>B14.06</b>	(b) Prime-cost items and items paid for in a lump sum:				
	(ix) Provision of cellular telephones:				
	(1) Provision of cellular telephones	Prov. Sum			9,000.00
	(2) Cost of calls and other charges	Prov. sum			6,000.00
	(3) Handling cost and profit in respect of subsubitem B14.06(b)(ix)(2) above	%	15000		
	(c) Items measured by area:				
	(i) White board	m <sup>2</sup>	2		
<b>14.08</b>	<b>Services: as instructed by the Engineer</b>				
	(a) Services at offices:				
	(i) Fixed costs	Lump Sum			35,000.00
	(ii) Running costs	Month	6		
<b>14.10</b>	<b>Provision of photostat facilities</b>	Month	6		
<b>1400</b>	<b>TOTAL CARRIED TO SUMMARY</b>				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>1500</b>	<b><u>ACCOMMODATION OF TRAFFIC</u></b>				
<b>B15.01</b>	Accommodating traffic and maintaining temporary deviations including all flagmen required	km	1.00		
<b>15.02</b>	<b>Earthworks for temporary deviation</b> (a) Shaping of temporary deviations	km	1.00		
<b>B15.03</b>	<b>Temporary traffic-control facilities:</b> <b>(Note: These items are under the control of the engineer and will only be use and paid as instructed by the engineer at section NOT part of the 0.2 Km above which are paid under item B15.01)</b>				
	(a) Flagmen	man-days	264		
	(b) Portable STOP and GO-RY signs	No.	2		
	(e) Road signs, R- and TR-series, 1200 mm dia	No.	10		
	(f) Road signs, TW-series, 1524 mm sides	No.	10		
	(g) Road signs, STW, DTG, TGS and TG-series	No.	10		
	(h) Delineators (TW401 & TW402)				
	(i) Single				
	(1) 800mm x 250mm	No.	15		
	(ii) Double, mounted back to back	No.	15		
	(m) Two-way communication devices	No.	2		
	(n) Provision of high visibility safety jackets	No.	2		
<b>15.06</b>	<b>Watering of temporary deviations</b>	kl	2376		
<b>15.07</b>	<b>Blading by road grader of :</b>				
	(b) Existing roads used as temporary deviations	km-pass	50		
<b>B15.15</b>	<b>Penalty to be conducted for non-compliance with requirements for accomodation of traffic</b>				
	(a) Fixed penalty for occurrence	No.		(5,000.00)	Rate Only
	(b) Time related penalty	hr		(500.00)	Rate Only
<b>1500</b>	<b>TOTAL CARRIED TO SUMMARY</b>				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>17.00</b>	<b><u>1700: CLEARING AND GRUBBING</u></b>				
<b>17.01</b>	<b>(a) Clearing and grubbing</b>				
	(i) Within the road reserve	ha	0.7		
	(ii) In borrow pits	ha	1		
<b>17.02</b>	Removal and grubbing of large trees and tree stumps				
	(a) Girth exceeding 1m up to and including 2m	No.	2		
<b>1700</b>	<b>TOTAL CARRIED TO SUMMARY</b>				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>1800</b>	<b><u>DAYWORKS SCHEDULE</u></b>		-	-	
			-	-	
<b>B18.01</b>	<b>Labourers:</b>				
	(i) Unskilled labour	h	1		
	(ii) Semi-skilled labour	h	1		
	(iii) Skilled labour	h	1		
<b>B18.02</b>	<b>Foreman</b>	h	1		
<b>B18.03</b>	<b>Tipper trucks:</b>				
	(i) 3 - 5 ton	h	1		
	(ii) 5,1 - 10 ton	h	1		
<b>B18.04</b>	<b>Loader (0,5m<sup>3</sup>)</b>	h	1		
<b>B18.05</b>	<b>Grader ( CAT 140G or similar)</b>	h	1		
<b>B18.06</b>	<b>LDV</b>	h	1		
<b>B18.07</b>	<b>Compaction Rollers:</b>				
	(i) Vibrator roller	h	1		
	(ii) Tamping roller	h	1		
	(iii) Grid roller	h	1		
<b>B18.08</b>	<b>Hand Controlled Compactors:</b>				
	(i) Pedestrian roller (Bomag BW90)	h	1		
	(ii) Vibratory plate	h	1		
	(iii) Rammers	h	1		
<b>B18.09</b>	<b>Water truck ( min. 1000 l)</b>	h	1		
<b>B18.10</b>	<b>Dozer ( D7 or similar)</b>	h	1		
<b>1800</b>	<b>TOTAL CARRIED TO SUMMARY</b>				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
23.00	<u>2300: CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS</u>				
23.00	<u>2300: CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS</u>				
B23.01 LI	Concrete kerbing: (a ) Figure 8c kerbs	m	1000		
B23.02	Cast in situ Concret Kerbs( 25/19 concrete) (a) Cast in situ kerbing (ii) Edgebeam 200 x 300mm	m	80		
2300	TOTAL CARRIED FORWARD				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>3100</b>	<b><u>3100: BORROW MATERIALS</u></b>		-	-	
<b>B31.01</b>	<b>Excess overburden:</b>				
	(a) Depth up to and including 0,5m	m <sup>3</sup>	313		
	(b) Depth exceeding 0,5m and up to 1,5m	m <sup>3</sup>	94		
<b>31.03</b>	<b>Finishing-off borrow areas in:</b>				
	(a) Hard material	ha	0.06		
	(c) Soft material	ha	0.06		
<b>31.04</b>	<b>Compensation to landowners:</b>				
	(a) Prime cost for compensation to landowners	PC Sum			40,000.00
	(b) Handling cost and profit in respect of sub-item B31.04(a) above	%	40,000.00		
	<b>Fencing</b>				
<b>31/B55.10</b>	<b>Borrow-pit game proof fencing</b>				
	(a) Provisional sum for the erecting of 1.8m height, with provision of gate fencing around borrow pit.	Prov Sum			10,000.00
	(b) Handling costs and profit in respect of subitem 31/B55.10(a)	%	10,000		
<b>3100</b>	<b>TOTAL CARRIED FORWARD</b>				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>3300</b>	<b><u>3300: MASS EARTHWORKS</u></b>				
<b>B33,01</b>	<b>Cut and borrow to fill, including free-haul up to 1,0km from road reserve</b>  (a) Material in compacted layer thickness of 200mm and less  (i) Compacted to 90% modified AASHTO density	m <sup>3</sup>	300		
<b>33.03</b>	<b>Extra over item 33.01 for excavating and breaking down material in -</b>  (a) Intermediate excavation  (b) Hard excavation	m <sup>3</sup>  m <sup>3</sup>	90  60		
<b>33.04</b>	<b>Cut to spoil, including free-haul up to 1.0km, material obtained from:</b>  (a) Soft excavation  <b>(b) Intermediate excavation</b>  (c) Hard excavation  (d) Boulder Excavation class B	m <sup>3</sup>  m <sup>3</sup>  m <sup>3</sup>  m <sup>3</sup>	3460  346  173  5		
<b>33.10</b>	<b>Roadbed preparation and the compaction of material</b>  (a) Compaction to 90% of modified AASHTO density	m <sup>3</sup>	1584		
<b>33.13</b>	<b>Finishing-off cut and fill slopes, median and interchange areas:</b>  (a) Cut slopes  (b) Fill slopes	m <sup>2</sup>  m <sup>2</sup>	5  5		
<b><u>33/16.00</u></b>	<b><u>1600: OVERHAUL</u></b>				
<b>33/16.02</b>	<b>Overhaul on material hauled in excess of 1,0 km (ordinary overhaul)</b>	m <sup>3</sup> .km	26604		
<b>3300</b>	<b>TOTAL CARRIED FORWARD</b>				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>3400</b>	<b><u>3400: PAVEMENT LAYERS OF GRAVEL MATERIAL</u></b>				
<b>34.01</b>	<b>Pavement layers constructed from gravel taken from cut or borrow, including free-haul up to 1,0 km:</b>  (c) Gravel subbase(unstabilised gravel compacted to):  (i) 150mm layer thickness to 95% modified AASHTO density  (f) Gravel base (chemically stabilized material) compacted to :  (i) 150mm layer thickness to 97% of modified AASHTO density  (g) Gravel shoulder compacted to:  (ii) 95% of modified AASHTO density ( 150 mm compacted layer thickness)	   m <sup>3</sup>   m <sup>3</sup>  m <sup>3</sup>	   1103   1  300		Rate Only
<b>34.14</b>	<b>Pavement layers constructed from gravel obtained from commercial sources or sources provided by the contractor, including unlimited free haul:</b>  (b) Gravel subbase (unstabilised material) compacted to:  (i) 95% of modified AASHTO density (150mm compacted layer thickness - G6 gravel)  (c) Gravel base (chemically stabilized material) compacted to :  (i) 150mm layer thickness to 97% of modified AASHTO density - G5 Material	   m <sup>3</sup>  m <sup>3</sup>	   1  1103		Rate Only
<b>34/16.02</b>	<b>Overhaul on material hauled in excess of 1.0 km(ordinary overhaul)</b>	m <sup>3</sup> .km	25070		
<b>3400</b>	<b>TOTAL CARRIED TO SUMMARY</b>				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>3500</b>	<b><u>3500: STABILIZATION</u></b>				
<b>35.01</b>	<b>Chemical stabilisation extra-over unstabilized compacted layers:</b>				
	(a) Base layer : 150mm thickness	m <sup>3</sup>	1103		
<b>B35.02</b>	<b>Chemical stabilising agent:</b>				
	(a) CEM II A/L 32.5 cement	t	51		
<b>35.04</b>	<b>Provision and application of water for curing</b>	kl	515		
<b>35.05</b>	<b>Curing by covering with subsequent layer</b>	m <sup>2</sup>			Rate Only
<b>3500</b>	<b>TOTAL CARRIED TO SUMMARY</b>				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
51.00	<b><u>5100: PITCHING, STONEMWORK AND PROTECTION AGAINST EROSION</u></b>				
51	<b>5100: PITCHING, STONEMWORK AND PROTECTION AGAINST EROSION</b>				
51.01.	<b>Stone pitching:</b>				
LI	(b) Grouted stone pitching	m <sup>2</sup>	69		
51.04	Concrete edge beams of:				
LI	(a) Class 30/19 cast in-situ concrete	m <sup>3</sup>	5		
5100	<b>TOTAL CARRIED TO SUMMARY</b>				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>56.00</b>	<b><u>5600: ROAD SIGNS</u></b>				
<b>B56.01</b>	<b>Road sign boards with painted or coloured semi-matt background. Symbols, lettering, and borders in diamond grade retro-reflective material, where the sign board is constructed from:</b>				
	(c) Prepainted galvanised steel plate (chromadek or approved equivalent):				
	(i) Area not exceeding 2m <sup>2</sup>	m <sup>2</sup>	10		
	(ii) Area exceeding 2m <sup>2</sup> but not 10m <sup>2</sup>	m <sup>2</sup>	7		
	(e) Aluminium sheet regulatory warning and information signs				
	(i) Area not exceeding 2m <sup>2</sup>	m <sup>2</sup>	10		
<b>56.02</b>	<b>Extra over item 56.01 for using:</b>				
	(a) Background of retro-reflective material:				
	(iii) Class III	m <sup>2</sup>	7		
	(b) Lettering, symbols, numbers, arrows, emblems and borders of retro- reflective material:				
	(ii) Class III	m <sup>2</sup>	7		
<b>56.03</b>	<b>Road sign supports (overhead road sign structures excluded):</b>				
	(b) Steel tubing	t	0.75		
<b>56.05</b>	<b>Excavation and backfilling for road sign supports (not applicable to kilometre posts)</b>	m <sup>3</sup>	6		
<b>56.06</b>	<b>Extra over item 56.05 for cement-treated soil backfill</b>	m <sup>3</sup>	2.5		
<b>56.07</b>	<b>Extra over item 56.05 for rock excavation</b>	m <sup>3</sup>	1.5		
<b>B56.10</b>	<b>Danger Plates</b>				
	(a) Type W401/W402 back-to-back at culverts (1200mm height)	No	15		
<b>5600</b>	<b>TOTAL CARRIED FORWARD</b>				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>5700</b>	<b>ROAD MARKINGS</b>				
<b>57.02</b>	<b>Retro-reflective road-marking paint:</b>				
	(a) White lines (broken or unbroken):				
	(i) 100mm wide	km	1.00		
	(d) White lettering and symbols	m <sup>2</sup>	30		
	(e) Yellow lettering and symbols	m <sup>2</sup>			Rate only
<b>57.04</b>	<b>Variations in rate of application:</b>				
	(a) White paint	l	1.00		Rate only
	(b) Yellow paint	l	1.00		Rate only
<b>B57.06</b>	<b>Setting out and premarking the lines (excluding traffic island markings, lettering and symbols)</b>	km	1.00		
<b>5700</b>	<b>TOTAL CARRIED TO SUMMARY</b>				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
5900	<p><b><u>FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS</u></b></p> <p><b>59.01 Finishing the road and road reserve:</b></p> <p>(b) Single carriageway road and road reserve</p>	km	1.00		
5900	<b>TOTAL CARRIED TO SUMMARY</b>				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>73.01</b>	<b>Concrete block paving:</b>				
<b>LI</b>	c) 60mm thick, interlocking concrete pavers, Class 2 herringbone bond, 20 mm thick on river sand bedding	m <sup>2</sup>	1		Rate Only
<b>LI</b>	d) 80mm thick, interlocking concrete pavers, Class 2 herringbone bond, 20 mm thick on river sand bedding	m <sup>2</sup>	6300		
<b>73/B51,04</b>	<b>Concrete edge beams of:</b>				
<b>LI</b>	(a) Class 30/19 cast in-situ concrete	m <sup>3</sup>	1		
<b>73/B51,06</b>	<b>Provision of approved herbicide and ant poison:</b>				
	(a) Provision of materials	P C Sum			75,000.00
	(b) Contractor's charges and profit added to the prime cost sum	%	75,000.00		
<b>73/B42.09</b>	<b>Speed Humps</b>				
<b>LI</b>	(a) Construction of Speed Hump with Concrete pavers, grey colour, 25 MPa, with spacer nibs, 50 mm thick on river sand bedding as per Drawings	No	6		
<b>7300</b>	<b>TOTAL CARRIED TO SUMMARY</b>				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
81.00	<b><u>8100: TESTING MATERIALS AND WORKMANSHIP</u></b>				
81.02	<b>Other special tests requested by the engineer</b>				
	(a) Cost of testing	Prov. Sum			75,000.00
	(b) Handling costs and profits in respect of subitems B81.02(a)	%	75,000.00		
<b>8100</b>	<b>TOTAL CARRIED TO SUMMARY</b>				



## MORETELE LOCAL MUNICIPALITY

### CONSTRUCTION OF INTERNAL STREET FOR STREET 1 AND 4 (DIPETLWANE VILLAGE WARD 6)

#### SCHEDULE A: ROADWORKS

#### C2.3 SUMMARY OF SCHEDULE OF QUANTITIES

#### SCHEDULE A: ROADWORKS

SECTION	DESCRIPTION	AMOUNT
1200	General Requirements and Provisions	
1300	Establishment and General Obligations	
1400	Housing, Offices & Laboratories	
1500	Accommodation of Traffic	
1700	Clearing and Grubbing	
1800	Dayworks	
2300	Concrete Kerbing, Concrete Channeling, Open Chutes	
3100	Borrow materials	
3300	Mass Earthworks	
3400	Pavement layers of gravel	
3500	Stabilisation	
5100	Pitching, Stonework and Protection Against Erosion	
5600	Road Signs	
5700	Road Markings	
5900	Finishing the Road and Road Reserve and treating old roads	
7300	Concrete Block paving for Roads	
8100	Testing Materials and Workmanship	

<b>TOTAL SCHEDULE A: (CARRIED TO CALCULATION OF TENDER SUM)</b>	
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ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>B</b>	<b>ENVIRONMENTAL MANAGEMENT PLAN</b>				
<b>B100.01</b>	<b>Penalty for unnecessary removal of damage to trees for the following diameter sizes:</b>			-	
	(a) 2600mm girth or less	No		5,000.00	Rate Only
	(b) Greater than 2600mm, but less than 6180mm girth	No		-	
	(c) Greater than 6180mm girth	No		10,000.00	Rate Only
<b>B100.02</b>	<b>Penalty for serious violations</b>			-	
	(a) Hazardous chemical/oil spill and/or dumping in non-approved sites	No		10,000.00	Rate Only
	(b) General damage to sensitive environments	No		5,000.00	Rate Only
	(c) Damage to cultural and historical sites	No		5,000.00	Rate Only
	(d) Pollution of water sources	No		10,000.00	Rate Only
	(e) Unauthorised blasting activities	No		5,000.00	Rate Only
	(f) Uncontrolled/unmanaged erosion per incident, depending on environment impacts, plus rehabilitation at contractor's cost	No		1,000.00	Rate Only
<b>B100.03</b>	<b>Penalty for less serious violations</b>			-	
	(a) Littering on site	No		1,000.00	Rate Only
	(b) Lighting of illegal fires on site	No		1,000.00	Rate Only
	(c) Persistent or un-repaired fuel and oil leaks	No		1,000.00	Rate Only
	(d) Excess dust of excess noise emanating from site	No		1,000.00	Rate Only
	(e) Dumping of milled material in side drains or on grassed areas	No		1,000.00	Rate Only
	(f) Possession or use of intoxicating substances on site	No		500.00	Rate Only
	(g) Any vehicles being driven in excess of designated speed limits	No		500.00	Rate Only

<b>B</b>	<b>TOTAL CARRIED FORWARD</b>			

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<b>AMOUNT BROUGHT FORWARD</b>				-
	(h) Removal and/or damage to flora or cultural or heritage objects on site, and/or killing of wild life	No		- 2,000.00	Rate Only
	(i) Illegal hunting	No		- 2,000.00	Rate Only
	(j) Urination and defecation anywhere except in designated areas	No		- 500.00	Rate Only
<b>B</b>	<b>TOTAL CARRIED TO SUMMARY</b>				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>C</b>	<b>PROVISION OF STRUCTURED TRAINING</b>				
<b>C12.05</b>	<b>Provision for accredited training:</b>				
	(a) Generic skills	Prov. Sum			75,000.00
	(b) Entrepreneurial skills	Prov. Sum			75,000.00
	(c) Remuneration of workers undergoing training	Prov. Sum			18,000.00
	(d) Handing cost and profit in respect of sub-items E12.05(a), (b) and (c) above	%	168,000.00	10%	16,800.00
	(e) Training Venue	Lump sum			10,000.00

<b>C</b>	<b>TOTAL CARRIED TO SUMMARY</b>	
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## MORETELE LOCAL MUNICIPALITY

### CONSTRUCTION OF INTERNAL STREET FOR STREET 1 AND 4 (DIPETLWANE VILLAGE WARD 6)

#### C2.3 SUMMARY OF SCHEDULE OF QUANTITIES (CONTINUES)

##### SCHEDULE C: ENVIRONMENTAL MANAGEMENT PLAN

SECTION	DESCRIPTION	AMOUNT
<b>B</b>	Environmental Management Plan	
<b>TOTAL SCHEDULE D: (CARRIED TO CALCULATION OF TENDER SUM)</b>		

##### SCHEDULE C: STRUCTURED TRAINING

SECTION	DESCRIPTION	AMOUNT
<b>C</b>	Structured Training	
<b>TOTAL SCHEDULE E: (CARRIED TO CALCULATION OF TENDER SUM)</b>		

<b>TOTAL SCHEDULE E: (CARRIED TO CALCULATION OF TENDER SUM)</b>		
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## MORETELE LOCAL MUNICIPALITY

### CONSTRUCTION OF INTERNAL STREET FOR STREET 1 AND 4 (DIPETLWANE VILLAGE WARD 6)

#### CALCULATION OF TENDER SUM

ITEM	AMOUNT
TOTAL SCHEDULE A: ROADWORKS	
TOTAL SCHEDULE B: ENVIRONMENTAL MANAGEMENT PLAN	
TOTAL SCHEDULE C: STRUCTURED TRAINING	
<b>TENDER ( CONTRACT) SUM</b>	
CONTINGENCIES (10%)	
<b>SUB-TOTAL</b>	
ADD 15% VAT	
<b>TENDER (CONTRACT) PRICE CARRIED TO FORM OF OFFER OF ACCEPTANCE</b>	

† **THE CONTRACT**

PART C4  
PART C5

SCOPE OF WORKS  
SITE INFORMATION

## PART C4: SCOPE OF WORK

C4.1	DESCRIPTION OF WORKS .....	C.134-139
C4.2	ENGINEERING .....	C.139
C4.3	PROCUREMENT POLICY .....	C.139
C4.3.1	REQUIREMENTS .....	C.139
C4.3.2	SUBCONTRACTING SPECIAL CONDITIONS OF CONTRACT .....	C.140-144
C4.3.3	RESOURCE STANDARD PERTAINING TO TARGETED PROCUREMENT.....	C.144
C4.4	CONSTRUCTION .....	C.144-147
C4.5	MANAGEMENT .....	C.187

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## **C4.1 DESCRIPTION OF WORKS**

### **C4.1.1 Employer's Objectives**

The objectives of the project are Implementation of Internal Roads (Street 1 & Street 4) In Ward 6 (DIPETLWANE VILLAGE) thereby improving access to community.

The Employer's other objectives are to deliver public infrastructure using labour intensive methods in accordance with EPWP Guidelines.

### **C4.1.2 Overview and Location of Works**

The project is situated approximately 31 KM South of Bela-Bela CBD in the Limpopo Province. The project area gets access from the R15.

### **C4.1.3 Extent of Works**

The works shall consist of the following main items to be upgraded under the contract.  
The proposed road works are;

- Clearing and grubbing of the streets and reserve.
- Mass earthworks (Cut to spoil, cut to fill, etc.) for ±1.0 km.
- Roadbed preparation by Rip and compaction for ±1.0 km.
- Construction of layer works (sub-base and base layer) for ±1.0 km.
- Stabilize the sub-base layer with 3% cement (C4) for ±1.0 km.
- Construction of mountable kerbs for ±1.0 km.
- 80mm Paving Blocks on 20mm River sand for ±1.0 km
- Construction of Speed humps.
- Installation of road signs.
- Road Markings.

### **C4.1.4 Location of the Works**

The following details provide the key elements of the project area.

Moretele Municipal Area: DIPETLWANE VILLAGE

#### **C4.1.5 Temporary Works**

The Contractor is to design, supply, construct, demolish and spoil at his own cost any temporary works required in order to carry out the construction works as required. The routes that are part of this contract are:

- Locating and establishing of the site camp site will be the Contractors responsibility.
- The Contractor is required to adequately secure the Site during the contract period.

Tenderers are to make an adequate provision for Site security, especially with regards to, but not limited to, survey poles, temporary signage, orange netting, hoarding, electrical reticulation (until contract completion), etc.

#### **C4.1.6 Existing Services**

During the visual assessment of the road, an extensive number of services were identified, and these will require to be protected or relocated. Some of the services that have been identified include but are not limited to:

- Electrical overhead and underground cables along the streets;
- Telkom overhead cables;
- Water Reticulation and Bulk line
- Cables and pipelines at road crossings; and

The exact location of some services is not known, and the Contractor will always be required to be in contact with the relevant service owners/providers. The positions

and relocations of services shown on the drawings are based on the information available at the time and the Contractor is required to exercise extreme caution in his construction activities until the exact positions of all services have been established.

#### **C4.1.7 Access**

Furthermore, this Contract requires that the Contractor ensures that all residents have access to their properties after hours and on weekends; all businesses are to have access during business hours. The Contractor is to implement temporary measures/deviations as required in order to achieve this outcome. Prior to the implementation of any deviation, written permission for such deviations shall be obtained from the Employer's Agent.

The Contractor shall advise all residents, community leaders and other stakeholders at least 2 weeks prior to the commencement of construction activities in an area. The Contractor is to employ a Community Liaison Officer in conjunction with the community structures in the area in order to achieve this outcome.

The construction camp and works area must be watered during dry and windy conditions to control dust fallout. Dust production must be controlled by regular watering of roads and the works area. Contractors are to ensure that dust production at the site camp as well as the works area is controlled during working hours as well as during weekends.

**C4.1.8 Accommodation of Traffic**

The Contractor shall ensure the safe accommodation of traffic at all areas where the work may impact traffic and shall provide all delineators, watching, lighting, signs and barricades required by the road authorities, and in accordance with the South African Road Traffic Signs Manual.

**C4.1.8 Planning / Programming Conditions**

The Contractor must consider with the programming of the works the following conditions:

- All traffic accommodation requirements.
- After exposing existing services for pipe trenches and/or kerb-inlets/manholes the position, size and levels of interfering services must be provided to the Engineer.

A maximum of 5 days need to be allowed in case design changes are required for the installation of new services.

**C4.1.7 General Information**

**C4.1.7.1 Drawings**

The reduced drawings contained in book 2 of 2 that form part of the tender document shall be used for tender purposes only. Further drawings are to be provided on an ongoing basis by the engineer.

The contractor will be supplied with an unreduced 0,05 mm thick transparent polyester print of each of the drawings. These polyester prints are issued free of charge and the contractor shall make any additional prints he may require at his own cost.

Any information in the possession of the contractor, which the resident engineer requires to complete the as-built drawings, shall be supplied to the resident engineer before a certificate of completion will be issued.

Only figured dimensions shall be used and drawings shall not be scaled unless so instructed by the engineer. The engineer will supply all figured dimensions omitted from the drawings.

C4.1.7.2 Power, Water Supply and Other Services

The contractor shall make his own arrangements concerning the supply of electrical power and all other services. No direct payment will be made for the provision of electrical and other services. The cost of providing these services will be deemed to be included in the rates and amounts tendered for the various items of work for which these services are required.

C4.1.7.3 Contractor's Camp Site and Security

The contractor shall make his own arrangements regarding the establishment of a camp site and housing for his construction personnel and all regulations stipulated by the local authority shall be adhered to.

It is anticipated that the Contractor's choice of a camp site will be influenced by the availability of telephone and electrical connections as well as the supply of potable water. Provision is made in these specifications for the erection of a security fence around the site offices. The contractor shall be responsible for the security of his personnel and constructional plant on and around the site of the works and for the security of his camp, and the employer will consider no claims in this regard.

C4.1.7.4 Additional Requirements for Construction Activities

C3.1.7.4.1 The contractor may not commence constructional activities before adequate provision has been made to accommodate traffic in accordance with the requirements of this document and the South African Road Traffic Signs Manual.

C4.1.7.4.2 The contractor shall submit proposals in connection with directional signs to the engineer for approval.

C4.1.7.5 Programme Requirements for Construction Activities

The contractor shall programme his activities to be suitable in terms of his resources to complete the contract inside the stipulated time period.

C4.1.7.6 Construction in Confined Areas

It may be necessary for the contractor to work in confined areas. In certain areas the width of the fill material and pavement layers may reduce to zero and the working space may be confined. The method of construction in these confined areas depends

on the Contractor's construction plant. However, the Contractor must note that

measurement and payment will be in accordance with the specified cross-sections and dimensions, irrespective of the method used to achieve these cross-sections and dimensions, and that the rates and amounts tendered will be deemed to include full compensation for any special equipment or construction methods or for any difficulty encountered in working in confined areas and narrow widths, and at or around obstructions, and that no extra payment will be made nor will any claim for payment be considered on account of these difficulties.

C4.1.8 Labour Regulations

C4.1.8.0 EPWP Requirements

Labour-intensive works shall be constructed/maintained using local workers who are temporarily employed in terms of this Scope of Work

Competencies of LI Management and Supervisory staff

Contractors shall engage supervisory and management staff in labour-intensive works that have completed the skills programme including Foremen/Supervisors at

NQF "National Certificate: Supervision of Civil Engineering Construction Processes" and Site Agent/Manager at NQF level 4 "Manage labour-intensive Construction Processes" or equivalent QCTO qualification.

**Wage Dispute (Contractor default to pay beneficiaries)**

Any dispute between the Contractor and labourers, regarding delayed payment or default in payment of fair wages, if not resolved immediately may compel the Employer to intervene.

The Employer may, upon the Contractor defaulting payment, pay the moneys due to the workers not honoured in time, out of any moneys due or which may become due to the Contractor under the Contract.

**Provision of Hand tools**

The Contractor shall provide his labour force with hand tools of adequate quality, sufficient in numbers and make the necessary provisions to maintain the tools in good and safe working conditions

**Reporting Requirements**

The Contractor should submit the following at the beginning of the Contract:

- (a) Contracts of all the workers employed on the contracts including their certified identity documents;
- (b) Proof of Registration for COIDA.
- (c) OHS Files

The Contractor shall submit monthly returns/reports as specified below:

- (a) Signed Muster rolls/pay sheets of temporary workers and permanent staff detailing the number, category, gender, rate of pay and daily attendance.
- (b) Copies of certified identity documents of workers

- (c) Number of persons who have attended training including nature and duration of training provided
- (d) Assets created, rehabilitated or maintained in accordance with indicators in the EPWP M&E framework
- (e) Plant utilization returns
- (f) Progress report detailing production output compared to the programme of works

#### **C4.1.8.1 Payment for the labour-intensive component of the works**

Payment for works identified in clause 2.3 “the Extent of the Project” in the Project Specifications 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.

#### **C4.1.8.2 Applicable labour laws**

Ministerial determination 4:

1. Special Public Works Programs Government Gazette no. 34310-3 of 4 May 2012.
2. Code of Good Practice for Employment and Conditions of works of Expanded Public Works Programs Government Gazette no. 34032 of 18 February 2011.
3. Sectorial determination 2: Civil engineering sector

### **C4.2 ENGINEERING**

#### **C4.2.1 Design**

- (a) The Employer is responsible for the design of the permanent Works as reflected in these Contract 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.

#### **C4.2.2 Employer's Design**

- (a) Detail description of Works
- (b) General Works
- (c) Sign Gantries. E.g.

#### **C4.2.3 Contractor's Design**

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

#### **C4.2.4 Design procedures**

All designs and modifications thereto shall be communicated in writing and the contractor and engineer shall maintain master lists to record and track all transactions.

C4.3           PROCUREMENT POLICY

C4.3.1          REQUIREMENTS

The Contractor shall be required to adopt labour-based techniques through the full spectrum of the works with the provision that the Client's specific objective regarding time and quality are not compromised. Maximisation of employment shall be of the essence on this contract.

Together with their tenders, all Tenderers are required to submit a comprehensive implementation plan clearly stating the labour content and number of jobs that shall be created. The employment of labour shall be reflected in a programme in sufficient details to enable the Project Manager to monitor and compare it with the implementation plan. The Contractor shall be required to submit employment data on a monthly basis to the Project Manager.

The Contractor and all sub-contractors will be required to pay labour rates which are in accordance with SAFCEC rates for the civil construction industry for unskilled workers.

Should the contractor, at Works Completion, be in default by non-attainment of the abovementioned labour-intensive targets, the Employer shall have the right to, without prejudice of any other rights, apply a penalty of not exceeding 5% of the contract sum.

Tenderers are to also note that it is an explicit condition of this tender that all unskilled labourers on the project are to be employed from the local community. The Contractor shall in general, maximise the involvement of the local community.

**C4.3.2           SUBCONTRACTING SPECIAL CONDITIONS OF CONTRACT**

Participation and Advancement of Start-Up, Small and Micro Enterprises

The Municipality has identified job creation and access to procurement opportunities by Start-ups, Small and Micro Enterprises (QSE / EMEs) as an essential requirement towards building an economically viable Municipality. In this regard the following definitions are applicable:

**“Start-up Enterprises”** means an enterprise that has been in existence and operating for less than two years.

**“Micro Enterprises”** means an enterprise that has a CIDB grading designation of

or 2.

**“Small Enterprises”** means an enterprise that has a CIDB grading designation of 3.

**“Locally based QSE /EMEs”** means enterprises that have their operational base in

the ward in which the project is to be executed or, alternatively, the members of the enterprise are resident in the particular ward. Should suitable locally based QSE / EME Contractors as defined above not be available in the particular ward, then they shall be sourced from adjacent wards.

It is a condition of this tender that the successful contractor is required to subcontract a minimum value of work. If it is established that the QSE / EMEs are sufficiently resourced to execute the proposed works as a complete package the Contractor may conclude full sub-contract agreements with locally based QSE / EMEs, Excluding P & G's and Provisional sums.

The following activities are intended to be carried out by QSE / EME's

- Section 1600: Overhaul
- Section 2300: Concrete Kerbing and Channelling
- Section 5100: Pitching, Stonework and Protection Against Erosion
- Section 5600: Road Signs
- Section 5700: Road
- Section 7300: Concrete Block Paving

It is a condition of this tender that the successful Contractor is required to take full responsibility for managing all appointed sub-contractors and the quality of their works. The Contractor will be expected to pay QSE / EMEs full rates as submitted by the Contractor to the Municipality.

Above this, it is a condition of this contract that should the contractor fail to pay the QSE / EME's with no valid reason/s, the Municipality reserves the right to pay the QSE / EME's directly and deduct same from any amount paid to the contractor.

The form of contract to be used with QSE / EMEs is the GCC sub-contract agreement. The Contract Data must record the specific requirements in respect of penalties, retention and payment. With regard to the latter, the Contractor is to allow for fortnightly certificates from the QSE / EMEs and for payment to the QSE / EMEs to be effected within 7 days of certification.

In order to achieve the goals of this policy and to ensure that the QSE / EMEs are treated fairly and given every opportunity to advance their business whilst delivering a successful project, the Contractor is to note the following and provide for any cost that may be associated therewith:

1. If appropriate, the QSE / EME bill of quantities is to provide for market related P&G items in order that the QSE / EME may be compensated for any unforeseen delays or events that impact on his ability to complete his works. It is to be specifically noted that the rates for items of work to be

executed by QME / EME's must be market related. Tenderers are to ensure that rates tendered for this portion of the works is to take into account all items that the main contractor would have allowed for in his normal course of pricing, i.e., materials, labour, wastage, profit, attendance, etc. all at applicable productivity rates.

2. The Contractor will be expected to have clearly specified the programme dates to the QSE / EME Contractors and these dates are to be included in the contract of agreement between the two parties. The Managing Contractor is to monitor the QSE / EME Contractor's progress against the programme and hold progress meetings with the QSE / EME Contractors where minutes are to be kept and signed off by both parties.
3. The Contractor is to assess the skills of the QSE / EME Contractor and provide the relevant support and training where it is necessary in order for the QSE / EME Contractor to complete the works to programme, budget and specification. The Managing Contractor will be expected to provide on-site training to the QSE / EME Contractors that will ensure that the QSE / EME Contractor's staff is suitably trained to execute the works and that they receive sufficient relevant experience on the project.
4. The Contractor is responsible for safety compliance on the project and will assist the QSE / EME Contractors in all aspects to achieve safety compliance, that will include:
  - a) Assisting the QSE / EME Contractors with developing their safety files, legal appointments, etc
  - b) Assisting the QSE / EME Contractors with achieving safety on site.
  - c) Having a tool box talks with the QSE / EME Contractor's employees on a daily basis.
  - d) Providing all safety equipment and signage.
  - e) Providing safety training where necessary.
5. The Contractor is to provide all the necessary equipment for the timeous monitoring and the checking of the quality of works as carried out by the QSE / EME Contractors. The Managing Contractor will be expected to monitor the QME /EME Contractor's works for quality compliance and provide necessary support to the QSE / EME Contractors in order to achieve quality requirements. The Managing Contractor is to ensure that if the QSE / EME Contractor's quality of works does not achieve specification the Managing Contractor will assist the QSE / EME Contractors to achieve specification and not allow the works to continue until the quality requirements are achieved.
6. The Main Contractor is to generate monthly reports for the Municipality that includes the following:
  - a) QSE / EME Contractor resources on the site, i.e. supervisors, labour, plant tools and equipment
  - b) QSE / EME Contractor progress of works on site.
  - c) QSE / EME Contractor quality control on site.
  - d) QSE / EME Contractor expenditure on the project versus target expenditure.

- e) Copies of minutes of the QSE / EME Contractor and Managing Contractor progress meetings. Concerns and improvements to be made.

The tenderers are to price the works to achieve full compliance with the above requirements. Failure of the Contractor to achieve these requirements may result in the Municipality enforcing compliance by appointing 3rd parties if necessary to assist and deducting all reasonable costs for achieving compliance from money due to the Contractor.

Following from the above, the QSE / EME's to be contracted on the project must be selected from the provided database which will be given to the successful bidder. The database will include QSE / EME that are youth, women owned, disabled and excombatants. The Contractor will be expected to give preference to QSE / EME's that comply with all/most of these groups. The following information must be provided by said Contractor within 14 days of the commencement date of the contract.

1. Detailed approach and methodology on the employment of local QSE / EME's, including:

- o QSE / EME/s company name/s to be employed on the project;
- o QSE / EME contact persons;
- o Works to be executed by QSE / EME/s;
- o Programme (anticipated start, duration and end dates) applicable to the works defined in item above;
- o Estimated value of the works identified in item C3.3.2 above.

2. A detailed breakdown of tendered rates for QSE / EME activities, including:

- o Labour portion of the activity;
- o Equipment portion of the activity;
- o Materials portion of the activity;
- o Planned percentage of profit.

The Tenderers are to price the works to achieve full compliance with the above requirements. Tenderers are to ensure that they allocate a dedicated individual to manage the QSE / EME's and fulfil the requirements stated above.

The QSE / EME supervisor will be required to conclude a scorecard with the Municipality. The scorecard will encompass four key performance areas and several key performance indicators as outlined overleaf. The QSE / EME supervisor will be required to score a minimum of 80%. The scorecard review will take place monthly.

Key Performance Areas	Key Performance Indicators
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1) Safety	<ul style="list-style-type: none"> <li>a) Be familiar with and ensures QSE / EME Contractor enforces the safety specs and relevant OHSA</li> <li>b) Reporting of incidents and accidents <ul style="list-style-type: none"> <li>• Ensures QSE / EME Contractor Reports incidents and accidents to the Contractor on the day they occur</li> </ul> </li> </ul>
2) Quality Control	<ul style="list-style-type: none"> <li>a) Setting out of the Works <ul style="list-style-type: none"> <li>• Ensures that the Works have been set-out correctly prior to construction commencing</li> </ul> </li> <li>b) Monitoring of Construction <ul style="list-style-type: none"> <li>• Examine the Works daily and pre-empt unnecessary work by the QSE / EME Contractor by warning him of incorrect workmanship as soon as it is identified.</li> </ul> </li> <li>c) Approval of the Works <ul style="list-style-type: none"> <li>• Assist QSE / EME Contractor in the works approval process.</li> </ul> </li> <li>d) Read Drawings <ul style="list-style-type: none"> <li>• Assist QSE / EME Contractor in reading and interpreting construction drawings</li> </ul> </li> </ul>
3) Financial	<ul style="list-style-type: none"> <li>a) Daily Costing</li> <li>b) Ensures that QSE / EME Contractors do daily costing</li> <li>c) Variances to Scope <ul style="list-style-type: none"> <li>• Assist QSE / EME Contractors identify and claim for additional works</li> </ul> </li> <li>d) Standing Time Costs</li> </ul>
	<ul style="list-style-type: none"> <li>• Assist QSE / EME Contractors compute and Claim standing time costs</li> </ul>
4) Site Administration and Progress Monitoring	<ul style="list-style-type: none"> <li>a) Communication <ul style="list-style-type: none"> <li>• Ensures that QSE / EME Contractors communicate with the Contractor in writing on site related issues</li> </ul> </li> <li>b) Reporting <ul style="list-style-type: none"> <li>• Ensures that the Main Contractor's progress report is communicated with the QSE / EME Contractors and that contingency plans are followed through</li> </ul> </li> <li>c) Site diary <ul style="list-style-type: none"> <li>• Ensures QSE / EME Contractors maintain a site diary</li> </ul> </li> <li>d) Claims <ul style="list-style-type: none"> <li>• Assist QSE / EME Contractors draft claims for Extension of Time where applicable</li> </ul> </li> <li>e) Quantities <ul style="list-style-type: none"> <li>• Assist QSE / EME Contractors in the measurement of the works</li> </ul> </li> </ul>

The Municipality reserves the right to withdraw its acceptance of the offer, should the appointed contractor fail to satisfactorily address the above requirements within 14 days of the commencement date of the contract. Approved

documentation will form part of the contract. Failure of the Contractor to achieve the requirements set-out in this tender document during construction may result in the Municipality enforcing compliance by appointing 3rd parties if necessary to assist and deducting all reasonable costs for achieving compliance from money due to the Contractor.

Should the contractor, at Practical Completion, be in default by non-attainment of the above-mentioned labour-intensive targets and QSE / EME requirements, the Employer shall have the right to, without prejudice of any other rights, apply a penalty not exceeding 5% of the contract sum.

#### **C4.3.3 RESOURCE STANDARD PERTAINING TO TARGETED PROCUREMENT**

The Resource Specification is for SANS 1914-4: Participation of targeted enterprises and targeted labour (local resources). Targeted enterprises and targeted labour groups will be identified by the Community Liaison Officer, in consultation with the local Ward Councillor.

#### **C4.4 CONSTRUCTION**

##### **C4.4.1 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		Tel : (011) 805-5947
Waterfall Park	/ Postnet Suite 81	Fax : (011) 805-5971
Howick Gardens	/ Private Bag X65	
Vorna Valley	/ Halfwayhouse	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 Standards (SABS) and the British Standards Specification (BSS) in either these Bill of Quantities or the Specification of Materials and Methods to be Used (OOG-001E), this reference shall be deemed to read "SABS or equivalent standard" and BS or equivalent standard respectively.

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

(d) Latest Sabita Manual Quality Management in the Manual 25 titled "Handling and Transport of Bituminous Binders"

##### **C4.4.2 PROJECT SPECIFICATIONS RELATING TO STANDARD SPECIFICATIONS**

###### **C4.4.2.1 General Conditions of Contract Referred to in the Standard Specifications**

The references 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 2015. 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 2010
1202	15	5.6.1
1206	14	Deleted
1209	52	6.10.2
1210	54	51.1
1212(1)	49	6.10.1
1215	45	5.12.1
1217	35	8.2.1
1303	49	6.8
1303	53	6.11
1303	12	5.6
1303	45	5.12.1
1403	40(1)	6.4.1
1505	40	6.4
31.03	40	6.4
3204(b)	40	6.4
3303(b)	2	3
5803(c)	40	6.4
5805(d)	40	6.4
6103(c)	40	6.4
Item 83.03	22	5.15
ALL SECTIONS	48	6.6

**C4.4.2.2 Amendments to the Standard Specifications**

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

**C4.4.2.3 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 of 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.

#### **C4.4.2.4 Project Specifications Relating to EPWP**

##### **EPWP Special Project Specification**

As much as is economically feasible all work shall be implemented by employing Labour Intensive Construction methods. Over and above the normal Building and Allied works to be implemented by employing skilled and unskilled labour for the works specified in the "Guidelines for the Implementation of Labour projects under the Expanded Public Works Programme (EPWP) shall be -Intensive using Labour Intensive Construction methods

##### **Requirement for Sourcing and engagement of Labour**

Unskilled and semi-skilled labour required for the execution of all labour-intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.

The minimum rate of pay set for the EPWP is as per the DPW rates.

Tasks established by the contractor must be such that:

- a) the average worker completes 5 tasks per week in 40 hours or less; and
- b) the weakest worker completes 5 tasks per week in 55 hours or less.

- (d) The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 1.1.3.
- (e) The Contractor shall, through all available community structures, inform the local community of the labour-intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:
  - a) where the head of the household has less than a primary school education;
  - b) that have less than one full time person earning an income;
  - c) where subsistence agriculture is the source of income.
  - d) those who are not in receipt of any social security pension income

#### **Employment demographics**

The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:

- a) 60 % women;
- b) 55% youth who are between the ages of 18 and 35; and
- c) 2% on persons with disabilities.

## **C5: PROJECT SPECIFICATION**

### **MATTERS RELATING TO THE STANDARD SPECIFICATIONS**

SECTION 1200: GENERAL REQUIREMENTS AND PROVISIONS .....	C.149-159
SECTION 1300: CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS.....	C.160
SECTION 1400: HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL.....	C.161-162
SECTION 1500: ACCOMMODATION OF TRAFFIC .....	C.162-165
SECTION 1800: DAYWORK SCHEDULE .....	C.166-167
SECTION 2300: CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES AND CONCRETE LININGS FOR OPEN DRAINS .....	C.167-168
SECTION 3100: BORROW MATERIALS .....	C.169-170
SECTION 3300: MASS EARTHWORKS .....	C.171
SECTION 3400: PAVEMENT LAYERS OF GRAVEL MATERIAL .....	C.172
SECTION 3500: STABILISATION .....	C.172-173
SECTION 5100: PITCHING, STONEMWORK AND PROTECTION AGAINST EROSION	C.173
SECTION 5600: ROAD SIGNS .....	C.174-175
SECTION 5700: ROAD MARKINGS .....	C.175-176
SECTION 5900: FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS .....	C.176-177
SECTION 7300: CONCRETE BLOCK PAVING ROADS.....	C.177

## **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 unknown or by the relevant service authorities or by a selected subcontractor if so, ordered by the engineer.”. 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

### **B1204 PROGRAMME OF WORK**

#### **a) General requirements**

Amend the word “network” in the fourth line of the first paragraph to read as “bar (Gantt) chart”.

Add the following after the third paragraph:

“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 contract 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)
- Requirements 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**

Amend the word “network” in the fourth line of the second paragraph to read as “bar (Gantt) chart”

### **B1205 WORKMANSHIP AND QUALITY CONTROL**

Add the following to the third paragraph:

“The engineer shall, however, undertake 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 maintaining 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 SETTING-OUT OF THE WORK AND PROTECTION OF BEACONS**

Add the following:

"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 "The contractor 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 a registered land surveyor, who shall certify such replacement.

The cost of 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**

##### **(b) Rates to be inclusive**

Add the following:

"VAT shall be excluded from the rates and provided for as a lump sum in the summary of Bill of Quantities"

##### **(e) Materials on the site**

Add the following:

"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 such land that the owner has no claim whatsoever on any materials stockpiled on such land
- (e) Materials obtained by the contractor for or on behalf of emerging subcontractors (SMME's) shall remain the responsibility of the contractor after payment has been made in respect of material on site.

#### **B1214 CONTRACTOR'S ACTIVITIES IN RESPECT OF PROPERTY OUTSIDE THE ROAD RESERVE AND OF SERVICES MOVED, DAMAGED OR ALTERED**

Add the following to the first paragraph of subclause (d)(ii)

"This is also required with respect to fences, gates, camp sites, bypasses and material spoiled on private property."

Add the following after subclause (e)

"These written statements, as required in Clause 1214(b)-(e) shall be handed to the Engineer before the final certificate will be issued."

#### **B1215 EXTENSION OF TIME RESULTING FROM 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)**

Delete "(based on a five-day working week)" in the fifth and sixth lines of the second paragraph of the description of this method.

Delete the last sentence of the second paragraph of the description of this method and replace with the following:

"The value of "n" shall be taken as five (05) working days per calendar month. If normal rainy or inclement weather, resulting in delays, occurs for less than five (05) working days in any calendar month, the difference between the five (05) 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 to 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 for **MORETELE RAINFALL STATION**

MONTH	AVERAGE RAINFALL (mm)	RAIN DAYS (per month)
JANUARY	215.5	9
FEBRUARY	197.24	9
MARCH	158.10	10
APRIL	57.65	1
MAY	23.79	0
JUNE	11.07	1
JULY	14.59	5
AUGUST	13.25	4
SEPTEMBER	28.70	1
OCTOBER	60.99	7
NOVEMBER	121.16	3
DECEMBER	170.98	5

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

Add the following subclause:

"(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**

Add the following subclause:

“(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-OVER OF THE ROAD RESERVE**

Add the following:

“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**

Replace the last paragraph of this clause with the following:

“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 32,5R
RHC	CEM I CEM I	42,5 42,5R
LASRC	No provision made	No provision made
PC15SL	CEM II/A-S	32,5
Old product nomenclature	Typical new product nomenclature	
	Cement type	Cement strength class
	CEM II/A-S CEM II/A-S	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 CEM II/B-W	32,5 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 be used for the manufacture of reinforced concrete members

Add the following new clauses:

**“B1230: IN-SERVICE AND STRUCTURED TRAINING**

The contractor shall in addition to the structured (accredited) training as provided for in Part C of this document implement an in-service training programme, from the commencement of the contract, in which the various skills required for the execution and completion of the works are imparted to the labourers engaged thereon, in a programmed and progressive manner. 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 and structured 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 utilised.
- (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 the 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 the contractor in providing in-service training, shall be taken into consideration should the contractor fail to reach his CPG at the completion of the project.

**(b) Lead time for training**

The training of labour as specified shall, as far as possible, take place before commencement of each activity and the contractor shall take into account in his programme the lead-time he requires for such training. All training herein specified shall be deemed to be a construction activity and a Non-negotiable condition of the contract”.

**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.

**(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 17:00 and at other times as the need arises. His normal working day will extend from 07:00 in the morning until 16:00 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. The remuneration of the CLO shall be determined by the Employer in terms of the Sectorial determination 2: Civil Engineering Sector (Task grade 3).

**(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 above the stipulations of clause 4.4 of the General Conditions of Contract 2010, 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 approval of the engineer. Subletting shall in all cases be critically considered by the engineer.

In addition to the provisions of clause 4.4 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 right to limit the extent or the volume of work subcontracted by the contractor, should he deem it necessary in terms of progress or quality of workmanship.

**B1233 WORKMEN'S COMPENSATION ACT**

All labour employed on the site shall be covered by the Compensation for Occupational Injuries and Deceases Act (COIDA). The contractor shall pay in full, including the payment of the necessary levies, such amounts, as are due in terms of the Act. The contractor at the commencement of the contract 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 covered by the Contractor to be deemed as included in his General Obligations rates in Section 1300 of the Bill of Quantities.

Add the following clause:

**B1234 MINE HEALTH AND SAFETY ACT 1996, ACT 29 OF 1996**

**(a) Introduction**

The main objective of this Act is to protect the health and safety of persons at mines. This specification is therefore aimed at promoting health and safety specifically at borrow pits. Borrow pits are classified as mines.

**(b) General Provisions**

The contractor shall be responsible for controlling his operations at every borrow pit where material is being excavated to ensure compliance with all the requirements of the Mine Health and Safety Act, 1996. The contractor shall also ensure that the works, shaping and finishing off of the borrow pit are done in accordance with the provisions as specified in section 3100 of the COLTO Standard Specifications and this Act. The contractor shall also comply to the requirements as set out in C3.4.3.2 Environmental Management Plan.

The minimum requirements for operations at borrow pits are:

- Borrow pits are worked in such a way that the health and safety of employees and the public will not be endangered.
- A monthly report shall be submitted to the engineer on health and safety aspects at the borrow pits.
- The contractor shall appoint a manager to manage the borrow pits in accordance with the Mine Health and Safety Act.
- The contractor shall take the necessary steps to ensure that the work area of the borrow pits are safe at all times. This shall include items such as the provision of fencing and security guards.

**(c) Duties of the Manager**

The minimum duties of the manager supervising the activities at borrow pits shall be:

- Maintain a healthy and safe borrow pit environment.
  - Identify hazards and related risks to which persons and employees are exposed.
  - Establish a health and safety policy that
    - o Describes the organisation of work.
    - o Contains hazards and related risks to which persons and employees are exposed
  - Supply and erect the necessary safety and warning signs.
- Add the following pay items and change the clause number.

**B12.35 MEASUREMENT AND PAYMENT**

Add the following items:

<b>ITEM</b>	<b>UNIT</b>
<b>B12.01 Relocation and reinstatement of ESKOM overhead power lines and/or underground cables</b>	
(a) Direct payment to ESKOM or its agent (PC)	Prime Cost
(b) Handling costs and profit in respect of B 12.01 (a)	Percentage (%)

Expenditure under this item will be made in accordance with the general conditions of contract. The tendered percentage is a percentage of the amount actually spent under Item B 12.01 (a), which shall include full compensation for the handling costs of the Contractor, plus the profit and all other incidentals, in connection with paying Eskom or its appointed agent for carrying out the work.

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**B12.02 Relocation and reinstatement of TELKOM overhead phone lines and / or underground cables**

- |   |                |      |
|---|----------------|------|
| (a) Direct payment to TELKOM or its agent (PC)          | Prime          | Cost |
| (b) Handling costs and profit in respect of B 12.02 (a) | Percentage (%) |      |

Expenditure under this item will be made in accordance with the general conditions of contract. The tendered percentage is a percentage of the amount actually spent under Item B 12.02 (a), which shall include full compensation for the handling costs of the Contractor, plus the profit and all other incidentals, in connection with paying Telkom or its appointed agent for carrying out the work.

**B12.03 Relocation and reinstatement of water lines belonging to the local authority, institution or community**

- |   |                |      |
|---|----------------|------|
| (a) Direct payment to the authority or its agent (PC)   | Prime          | Cost |
| (b) Handling costs and profit in respect of B 12.03 (a) | Percentage (%) |      |

Expenditure under this item will be made in accordance with the general conditions of contract. The tendered percentage is a percentage of the amount actually spent under Item B 12.03 (a), which shall include full compensation for the handling costs of the Contractor, plus the profit and all other incidentals, in connection with paying the local authority or its appointed agent for carrying out the work. The Contractor may be required to carry out work on water mains or water points. In this case payment will be made at unit rates or on Dayworks as agreed by the Engineer

**B12.04 Land acquisition and crop loss reimbursements, including miscellaneous items such as gates, fences etc.**

- |   |                |      |
|---|----------------|------|
| (a) Direct payment to individuals or communities (PC)   | Prime          | Cost |
| (b) Handling costs and profit in respect of B 12.04 (a) | Percentage (%) |      |

Expenditure under this item will be made in accordance with the general conditions of contract. The tendered percentage is a percentage of the amount actually spent under Item B 12.04 (a), which shall include full compensation for the handling costs of the Contractor, plus the profit and all other incidentals, in connection with paying individual landowners, community co-operatives, communal land trusts etc, for the loss of land, crops, grazing or any other facility.

**B12.05 Protection, removal, relocation and replacement of Utility**

- |   |                 |
|---|-----------------|
| (a) Direct payment to individuals or communities        | Prime Cost (PC) |
| (b) Handling costs and profit in respect of B 12.05 (a) | Percentage (%)  |

Expenditure under this item will be made in accordance with the general conditions of contract. The tendered percentage is a percentage of the amount actually spent under Item B 12.05 (a), which shall include full compensation for the handling costs of the Contractor, plus the profit and all other incidentals, in connection with paying individual landowners,

community co-operatives, communal land trusts etc, for the loss of land, crops, grazing or any other facility.

**B12.06 Relocation of Graves**

- |  |                |      |
|--|----------------|------|
| (a) Direct payment to individuals or communities<br>(PC) | Prime          | Cost |
| (b) Handling costs and profit in respect of B 12.06 (a)  | Percentage (%) |      |

Expenditure under this item will be made in accordance with the general conditions of contract. The tendered percentage is a percentage of the amount actually spent under Item B 12.06 (a), which shall include full compensation for the handling costs of the Contractor, plus the profit and all other incidentals, in connection with paying individual landowners, community co-operatives, communal land trusts etc, for the loss of land, crops, grazing or any other facility.

**B12.07 Provisional Sum**

- |   |                 |  |
|---|-----------------|--|
| (a) Project Launch Sum  | Provisional     |  |
| (b) Employment of CLO Sum   | Provisional     |  |
| (c) Provisional Sum for PSC   | Provisional Sum |  |
| (d) Payment of student Training Sum                                   | Provisional     |  |
| (e) Accredited and Approved training                                  | Provisional Sum |  |
| (f) Handling cost and profit in respect of sub-item B12.07(a) and (e) | Percentage (%)  |  |

The provisional sums shall be paid in accordance with the provisions of the General Conditions of Contract. The tendered percentage is a percentage of the amount actually spent under the prime cost items, which shall include full compensation for the profit in connection with providing the specified service.

**B12.09 Works Reserved for SMMEs Development**

B12/1600 Overhaul	Provisional Sum
Contractor's charge to allow for handling costs and profit in respect of subitem B12/1600 (a)(ii) Percentage (%)	

B12/2300 Concrete Kerbing, Concrete Channelling, Chutes and Downpipes, and Concrete Lining for Open Drains	Provisional Sum
Contractor's charge to allow for handling costs and profit in respect of subitem B12/2300 (a)(ii) Percentage (%)	

B12/5100 Pitching, Stonework and Protection against Erosion Provisional Sum  
Contractor's charge to allow for handling costs and profit in respect of subitem  
B12/5100 (a)(ii) Percentage (%)

B12/5600 Roads Signs Provisional Sum  
Contractor's charge to allow for handling costs and profit in respect of subitem  
B12/5600 (a)(ii) Percentage (%)

B12/5700 Roads Marking Provisional Sum  
Contractor's charge to allow for handling costs and profit in respect of subitem  
B12/5700 (a)(ii) Percentage (%)

B12/7300 Roads Marking Provisional Sum  
Contractor's charge to allow for handling costs and profit in respect of subitem  
B12/7300 (a)(ii) Percentage (%)

Expenditure under B12/1600,2300,5100,5200,5400,5500,5600,5700 and shall be made in accordance with COLTO Series 1600,2300,5100,5200,5400,5500,5600,5700 and 7300.

The tendered percentage is the percentage of the actual amount spent under 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** Add the following:

"The contractor shall, at each area where work is being undertaken, provide on a daily basis at least one (1) portable chemical latrine unit per thirty (30) workers for use by construction workers employed on the project. The latrine units shall be serviced daily and kept in a hygienic and orderly state to the satisfaction of the engineer. No separate payment shall be made for this requirement and shall be deemed to be included in the rates tendered for the contractor's time related obligations."

**B1303 PAYMENT**

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

Add the following after the fifth paragraph:

"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 in 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."

**SECTION**

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

**PERSONNEL**

**B1402 OFFICES AND LABORATORIES**

(a) **General**

Add the following:

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

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

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

(b) **Offices**

Add the following new sub-sub-clause:

"(xviii) The engineer's site supervisory staff shall be provided with cellular telephones by the contractor for site communication purposes. Provision is made in the bill of quantities for separate payment of the supply and operating costs of such cellular phones."

**B1406 MEASUREMENT AND PAYMENT**

Add the following sub-item:

<b>ITEM</b>		<b>UNIT</b>
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**B14.11 Provision of cellular telephone to the Engineer:**

(a) Cost of cellular phone, calls and other charges Provisional Sum (P Sum)

(b) Handling cost and profits in respect of item B14.11(a) Percentage (%)

The unit of measurement for item B14.11 shall include full compensation for the monthly cellular phone cost for the Engineer's site personnel

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

<b>ITEM</b>		<b>UNIT</b>
-------------	--	-------------

<b>B14.12</b>	<b>Provision and erection of security fencing (Including gate)</b>	<b>metre (m)</b>
---------------	--	------------------

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

**General: Method of payment**

Add the following:

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

**SECTION 1500: ACCOMMODATION OF TRAFFIC**

**B1502 GENERAL REQUIREMENTS**

**(e) Access to properties**

Add the following:

"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**

Add the following after subclause (viii):

"(ix) be responsible for contacting all the relevant authorities in the event of an accident on the site of the Works

(vi) 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 the 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)

Add the following new subclauses:

**(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 blasting 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 two-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 cognisance 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 limitation shall be considered by the engineer except where the programme necessitates such at the construction of bridges.”

**B1503 TEMPORARY TRAFFIC CONTROL FACILITIES**

Add the following after the first paragraph:

“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 control facilities shall comply with the guidelines 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**

Add the following:

“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 Road Signs Note 13. Delineators shall be manufactured from a non-metal material and shall be mounted on a base section also manufactured of 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 devices and barricades**

Add the following:

“Drums shall not be used 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 centres of delineators shall be as shown on the drawings or as directed by the Engineer.

**(e) Warning devices**

Add the following:

“It is a 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.

**B1514 TEMPORARY FENCING AND GATES**

Replace the contents of this clause with the following:

“Where temporary fencing is ordered by the engineer, it shall be paid for under item 55.06 of the standard specifications. The temporary fencing shall be new fencing material, which shall subsequently be dismantled and removed and erected at an alternative position as directed by the engineer. When ordered by the engineer, temporary fences and gates shall be moved to new locations or either left in place or when no longer required be dismantled and removed from site

if so directed. Allowance is made in the bill of quantities for moving existing fences and gates.

Add the following clause:

**B1517 RETRO-REFLECTIVE MATERIAL**

“Retro-reflective material for temporary signs shall comply with the requirements of SABS 15191 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-Reflective shall be at least 60% of the values indicated in Table B8118/1.

**B1518 MEASUREMENT AND PAYMENT**

Renumber item 15.01 as B15.01 and add the following:

“The tendered rate shall also include for all measures necessary to safeguard traffic on temporary deviations during blasting operations as well as all temporary traffic-control facilities for temporary deviations.

Delete all references to half width construction under payment item 15.01. Half width construction will be measured under payment item 15.10.

Renumber item 15.03 as B15.03 and add the following

“This section provides only for additional traffic-control facilities as and when required on instruction by the Engineer and does not provide for facilities already included under payment item B15.01”

Add the following sub-item:

<b>“ITEM</b>		<b>UNIT</b>
--------------	--	-------------

<b>B15.03</b>	<b>Temporary traffic control facilities</b>	
---------------	---	--

	(n) Provision of high visibility safety jackets and safety hats	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 contract”.

**SECTION 1700: CLEARING AND GRUBBING**

**B1702 DESCRIPTION OF WORK**

**a) Clearing**

Add the following:

“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 taken after clearing (topsoil or unsuitable roadbed material) and roadbed preparation if applicable.

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

**B1703 EXECUTION OF WORK**

**(a) Areas to be cleared and grubbed**

Add the following:

“Apart from normal clearing and grubbing, the fill embankments of the existing roads are also to be cleared and grubbed over the areas where the new horizontal alignment coincides with the alignment of the existing road, or where repairs are required to the fill embankments of the approaches of bridges. Provision is made for separate payment for clearing and grubbing of the existing fill embankments where conventional machinery might be suitable to undertake the work due to the steep side slopes of the embankments. An additional pay-item is allowed for in the bill of quantities for this type of clearing and grubbing which may have to be undertaken by hand or similar manner.”

**B1704 MEASUREMENT AND PAYMENT**

Change item 17.01 to read as follows:

<b>ITEM</b>	<b>UNIT</b>
<b>B17.01 Clearing and grubbing of:</b>	
Clearing and grubbing	hectare (ha)

Measurement and payment for item B17.01 shall be as specified for item 17.01 of the standard specifications.

**SECTION 1800 : DAYWORK SCHEDULE**

Note: This is a new section added to the Standard Specifications.

Add the following:

**B1801 SCOPE**

This section covers the listing of daywork items for use in determining payment for work which cannot be quantified in specific pay item “units” in the bill of quantities or work ordered by the engineer during the construction period which was not foreseen at tender stage for which no applicable rate exists in the schedule or for work of a special or different character warranting special payment as decided by the engineer.

**B1802 ORDERING OF DAYWORK**

No daywork shall be undertaken unless specific written authorisation is obtained from the engineer.

**B1803 MEASUREMENT AND PAYMENT**

The engineer may order the following daywork items:

ITEM	DESCRIPTION	UNIT
B18.01	(a) Normal hours of duty of:	
	(i) Unskilled	Hour (h)
	(ii) Semi-skilled	Hour (h) Hour
B18.02	(iii) Skilled	(h)
	(iv) Foreman	Hour (h)
	Hire of construction equipment	
	(a) Excavator 22 30 ton	Hour (h)
	(b) TL Backactor	Hour (h) Hour
	(c) Front end loader	(h) Hour (h)
	(d) Platform truck	Hour (h)
	(e) Tip truck	Hour (h)
	(f) Grader (CAT 140G or similar)	Hour (h) Hour
	(g) Walk behind roller (Bomag	(h) Hour (h)
	BW90 or similar)	Hour (h) Hour
	(h) Mechanical Broom	(h)
	(i) D6 Dozer	
	(j) Compressor	
	(k) Submersible dewatering pump	

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 sub-clause 6.5 of the general conditions of contract and shall be subject to contract price adjustment as provided for in the contract.

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

Prior to the commencement of any work by the labourers described under item 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 2300: CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES AND CONCRETE LININGS FOR OPEN DRAINS**

### **B2301 SCOPE**

Add the following:

“The position and length of the following types of concrete kerbs and channels are indicated on the geometric layout plans, typical drawings and on the drainage plans.

- |                 |   |  |
|-----------------|---|--|
| Type A          | : | In situ concrete channel, 0,8m wide on fills             |
| 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    |
| Type E, F1 & F2 | : |  |

In situ concrete “V”\_shaped channels in side drains and open drains.”

### **B2302 MATERIAL**

Add the following new sub-clauses:

- (e) Metal pipes

“Metal pipes down side slopes shall comply with the requirement specifications.”

s of clause 2203 of the  
standard

### **B2304**

#### **CONSTRUCTION**

- (d) Slip form

kerbing

Add the following:

“Slip\_form kerbing shall under no circumstances be allowed.”

- (e) Cast in situ kerbs and channels

Add the following:

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

Add the following new sub-clauses:

- (i) Construction sequence

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

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

Before commencing with the kerbing and/or channelling, 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 the cut line must be carefully removed to the required thickness of concrete without 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 spilt onto the surfacing shall immediately be removed and cleaned. Where so required by the engineer, the contractor shall, without any additional compensation, paint emulsion over the stained surface.

Add the following sub-clause:

(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**

Add the following to sub-clause 3102(a):

“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.”

### **B3103 OBTAINING BORROW MATERIALS**

#### **(a) General**

Add the following:

“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 sub-clause:

“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**

Add the following:

“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**

Add the following:

"It is a requirement of the contract that each borrow pit or pits shall be provided with fencing around the perimeters, including a access gate, of the borrow areas, including the supply of danger warning signage fixed to the fencing, visible at all sides approaching the borrow pit area. The fencing shall be erected prior to entering the land for borrowing purposes and shall on final finishing of the borrow areas as specified by the employer, be dismantled and removed or left in-place as instructed by the employer. Payment for fencing around borrow pits shall be made in accordance with the stipulations of section 5500 in these specifications."

In addition to fencing, Security Guards shall be supply on a 24 hour, 7 days a week basis, with full time communication to the Site Manager or site camp for the duration of the contract and activities at the borrow pits.”

Add the following new sub-clause:

#### **“(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**

Add the following to this clause:

"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 payment for such extra work shall be made using daywork items as scheduled under this section."

**B3108 MEASUREMENT AND PAYMENT**

Change item 31.01 to read as follows:

ITEM		UNIT
B31.01	Excess over-burden:	
	(a) Depth up to and including 0,5m	cubic meter (m <sup>3</sup> )
	(b) Depth exceeding 0,5m and up to 1,0m	cubic meter (m <sup>3</sup> )

Measurement and payment shall be as specified for item 31.01 of the standard specifications with the abovementioned depth ranges applicable."

Add the following new item:

## **SECTION 3300: MASS EARTHWORKS**

### **B3305 TREATING THE ROADBED**

#### **(a) Removing unsuitable material**

Add the following to the third paragraph:

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

#### **(c) Preparing and compacting the roadbed**

Delete the last sentence of the first paragraph "if necessary, roadbed.....depth of compaction" and replace as follows: "Where demarcated by the 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 layer-works, shall be bladed to controlled level in order to achieve the required level and necessary depth of compaction.

### **B3307 FILLS**

#### **(c) Constructing a pioneer layer**

Add the following to the first paragraph:

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

#### **(d) Benching**

Add the following:

"Benching of fill and pavement layer material is required to be undertaken into the existing fill embankments and pavement layers. No additional payment shall be made over and above the normal pay items applicable to earthworks and pavement layers where benching is required for widening of the existing road formation. Benching shall be undertaken as shown on the drawings.

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

### **B3308 FINISHING THE SLOPES**

#### **(d) General**

Add the following:

"Where existing cut and fill slopes are excessively eroded or where slippages occurred in slopes, the slopes are to be reinstated by means of backfilling with suitable gravel material. All loose material and vegetation shall first be removed from the eroded cut and fill slopes before backfilling may commence from the bottom of the cut or fill. The backfill material shall be benched into the existing slopes and compacted to 90% of modified AASHTO density, using suitable small compaction equipment e.g. Bomag walk-behind rollers or hand-held compaction tools. Benching shall be executed to the dimensions shown on the drawings. Upon completion of the backfilling operation the cut and fill slopes shall be neatly finished as specified."

## **SECTION 3400: PAVEMENT LAYERS OF GRAVEL MATERIAL**

### **B3402 MATERIALS**

#### **(a) General**

Add the following:

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

### **B3405 CONSTRUCTION TOLERANCES**

#### **(e) Cross-section**

Delete the second paragraph and replace with the following:

"The normal crossfall of the road wearing course where the road is in a straight horizontal alignment, is specified as 3% as shown on the drawings.

At any cross-section the measured crossfall between any two points shall at least be 2,8% and not more than 3,5%. At any cross-section the actual level at any point shall not be higher than 10mm above the computed level from the cross-section as specified and the actual level, if lower than the computed level, shall not be lower by more than that derived from the specifications for longitudinal grade and crossfall deviations."

#### **(f) Surface regularity**

Add the following:

"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 either side of the joint of the layer covering at least a 30m length into the newly constructed section.

### **B3406 QUALITY OF MATERIALS AND WORKMANSHIP**

Add the following:

"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**

#### **(a) Preparing the layer**

Add the following:

Breaking-down and removal of oversize material and addition of material to make to

required thickness shall be completed before stabilising agent shall be added."

#### **(h) Curing the stabilised work**

Add the following:

"It is the intention of this contract that curing of chemically stabilised 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 and above that allowed for in item 35.05 will be made."

#### **(i) Construction limitations**

In table 3503/1, replace "8 hours" with "6 hours."

**B3506 TOLERANCES**

(b) Uniformity of mix (chemical stabilisation)

Add the following:

"All pavement layers, especially layers which are to be chemically stabilised, 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 stabilising 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 stabilised layer is subjected to the chemical titration test, TMH1 method A15d. For plant-mixed stabilised materials the coefficient of variation shall not exceed 20%.

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

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

$S_n$  = standard deviation of n determinations of stabilising agent content

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

**B3509 QUALITY OF MATERIALS AND WORKMANSHIP**

Add the following:

"The preparation of chemically stabilised material for the determination of the modified AASHTO density of the material shall be executed in accordance with TMH1 test method A16T and compaction thereof in accordance with TMH1 test method A7."

**SECTION 5100: PITCHING, STONEMASONRY AND PROTECTION AGAINST EROSION**

**B5108 MEASUREMENT AND PAYMENT:**

Add the following new item:

Item	Unit	
B51.08		Demolition of stone pitching and masonry walls
(a)	Stone pitching .....	cubic metre (m <sup>3</sup> )
(b)	Stone masonry walls .....	cubic metre (m <sup>3</sup> )

The unit of measurement shall be the cubic metre of stone pitching or masonry wall demolished.

The tendered rate shall include full compensation for all labour, plant and equipment required to demolish the existing structure and disposal of the demolition to an approved spoil site within a free-haul distance of 1km. For partial demolition, it shall also include for squaring out the exposed surface and preparing the existing surface for repair or to tie into new construction work."

## **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."

### **B5603 MANUFACTURING OF ROAD SIGN BOARDS AND SUPPORTS**

(a) Road signboards

Add the following:

"The contractor shall make every effort to ensure that signboards are correct in all respect and before dispatching the boards from the manufacturer's factory shall provide the Engineer with a 100mm x 150mm colour photograph of each sign face for approval of the correctness of the legend. Such approval will not imply final acceptance of the board. If the Contractor is in any doubt as to the correctness of the sign detail, the sign designer shall be contacted for verification."

(a) (ii) Steel profile road

signboards Add the following:

"Where the letter or legends cross the horizontal joints of the sign panels, the letter shall be cut on the joint and both ends folded around the radius.

Retro-reflective material to adjoining Chromadek panels on a sign shall be practical visual match of the specified colour."

### **B5604 ROAD SIGN FACES AND PAINTING**

Add the following new subclause:

"(e) Application of retro-reflective material

All sign faces shall be faced with diamond grade retro-reflective material. Painted front sign faces shall not be used.

Where applied to Chromadek sections, retro-reflective material shall be applied as specified for aluminium section in Clause 5603(d) of the Standard Specification, and of Clause B5603(a)(ii) of this project Specification."

### **B5605 STORAGE AND HANDLING**

Add the following:

"The following shall not be allowed on the sign face:

Drilling of holes, except for the fastening of overlays

Application of any form of adhesive

Cleaning with any chemicals that are not specifically approved by the manufacturer of the retroreflective material

Covering the sign face with an impermeable material that does not allow free circulation of air."

### **B5606 ERECTING ROAD SIGNS**

(c) Erection

Add the following:

"After erection the signboard shall be thoroughly cleaned with a cleaning agent approved by the retro-reflective material's manufacturer.

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

**B5608 DISMANTLING, STORING AND RE-ERECTING EXISTING ROAD SIGNS**

Add the following:

“Existing overhead and ground mounted road signs that are being replaced by new signs shall be dismantled and disposed of by the Contractor. Where possible the dismantling of the signs shall not be before the replacement sign is erected and displayed. Where dismantling of the sign is required before erection of the replacement sign, the dismantling shall not take place until immediately before work is to commence on the replacement, and the replacement shall be completed and the new sign displayed as soon as possible thereafter (within 72 hours).

Dismantling shall include sign panels and ground mounted sign supports.

Ground mounted sign supports shall be cut off just below ground level. Material excavated for removal of buried poles shall be replaced, and any depression made good using excess material from excavation for new signs.

Pay items are provided in the Bill of Quantities. Payment will differentiate between different types of sign panels.”

**B5609 MEASUREMENT AND PAYMENT**  
**ITEM**

**UNIT**

**B56.01** Road sign boards with painted or coloured semi-matt background. Symbols, lettering, and borders in diamond grade retro-reflective material, where the sign board is constructed from:

Amend the last two lines of the second paragraph to read: “completion, delivery, installation of the road sign board complete as specified, and the removal and disposal of all vegetation board. Add the obstructing the motorists’ view of the new or replaced sign.

Add the following pay items:

**“ITEM**

**UNIT**

**B56.10 Danger plates at culverts/structures**

- (a) Type A at stormwater culverts (size indicated) number (No.)
- (b) Type B at bridges (size indicated) number (No.)

The unit of measurement shall be the number of danger plates provided and erected in accordance with the drawings.

The tendered rate shall include full compensation for all labour and material, painting, posts, excavation, backfilling with soil etc., as may be necessary for completing the work in accordance with the details shown on the drawings.”

**SECTION 5700: ROAD MARKINGS**

**B5706 SETTING OUT THE ROAD MARKINGS**

Add the following:

“Where road markings are to be replaced after milling/overlay seal, it is essential that all existing barrier lines and other road marking lines be accurately referenced before commencement of milling or other operations which will obliterate the existing road markings. The position of barrier lines shall be re-assessed on site by the Engineer before the Contractor commences with the road marking.”

**B5707 APPLYING THE PAINT**

Add the following:

“The Contractor’s establishment on site and general obligation shall be deemed to fully include the establishment of the road-marking team, irrespective of the number of times the road-marking team is required to be onsite or is required to move ~~with~~ the site.”

**B5711 GENERAL**

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

“, bituminous emulsion, slurry”

Add the following to the last paragraph:

“Where black paint is used, it shall be matt.”

Add the following new clause:

**“B5715 REMOVAL OF EXISTING ROAD STUDS**

The existing road studs shall be removed from the road surface prior to milling.”

**B5714 MEASUREMENT AND PAYMENT**

ITEM		UNIT
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B57.06	Setting out and pre-marking the lines (excluding traffic island markings, lettering and symbols) Add the following:	
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“Referencing of existing barrier lines and other road marking lines prior to milling and other operations, shall be included in the tendered rate for setting out and pre- marking.”

Add the following item:

<u>Item</u>		<u>Unit</u>
B57.07	Establishment of painting unit during the construction period	Lump sum

The unit of measurement shall be the lump sum to compensate the contractor for the establishment and removal of the painting unit after the retention period.

The tendered lump sum shall include full compensation for the establishment on site and for the removal of all equipment, personnel, etc. as may be required for the application of the road marking.

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

**B5902 FINISHING THE ROAD AND ROAD RESERVE**

Add the following to the first paragraph:

“The contractor shall pay special attention to the collection and removal of all waste materials originating from the construction activities. All materials trimmed or excavated from the road shall be collected and removed from the road reserve to the satisfaction of the engineer.

This requirement shall be deemed to be incorporated in the tendered rates for item 59.01 of the bill of quantities or such other items as the contractor may decide upon.

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

## **SECTION 7300: CONCRETE BLOCK PAVING FOR ROADS**

### **73/B51.04 Concrete edge beams**

*REPLACE WITH THE FOLLOWING:*

#### **B7302 MATERIALS**

**(a) Concrete**

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

### **73/B51.06 Provision of approved herbicide and ant poison**

*ADD THE FOLLOWING:*

“Contractor to attach invoices to his claim as proof of expenditure under this item.”

### **73/B42.09 Speed Humps**

All references to “bitumen” or “asphalt” shall be replaced with concrete pavers and payment shall be made in accordance with the Bill of Quantities.

## **6. OCCUPATIONAL HEALTH & SAFETY MANAGEMENT**

### **6.1 Structure and Organisation of OH&S Responsibilities**

#### **6.1.1. Overall Supervision and Responsibility for OH&S**

- The Client and/or its Agent on its behalf to ensure that the Principal Contractor, appointed in terms of Construction Regulation 4(1)(c), implements and maintains the agreed and approved H&S Plan. Failure on the part of the Client or Agent to comply with this requirement will not relieve the Principal Contractor from any one or more of his/her duties under the Act and Regulations.
- The Chief Executive Officer of the Principal Contractor in terms of Section 16 (1) of the Act to ensure that the Employer (as defined in the Act) complies with the Act.
- All OH&S Act (85 /1993), Section 16 (2) appointee/s as detailed in his/her/their respective appointment forms to regularly, in writing, report to their principals on matters of health and safety per routine and ad hoc inspections and on any deviations as soon as observed, regardless of whether the observation was made during any routine or ad hoc inspection and to ensure that the reports are made available to the principal Contractor to become part of site records (Health & Safety File).
- The Construction Supervisor and Assistant Construction Supervisor/s appointed in terms of Construction Regulation 6 to regularly, in writing, report to their principals on matters of health and safety per routine and ad hoc inspections and on any deviations as soon as observed, regardless of whether the observation was made during any routine or ad hoc inspection and to ensure that the reports are made available to the principal Contractor to become part of site records (Health & Safety File).
- All Health and Safety Representatives (SHE-Reps) shall act and report as per Section 18 of the Act.

#### **6.1.2. Legal Appointments**

Several appointments or designations of responsible and /or competent people in specific areas of construction work are required by the Act and Regulations. The following competent appointments, where applicable, in terms of the Construction Regulations are required to ensure compliance to the Act, Regulations and Safety Standards.

#### **Required appointments as per the Construction Regulations: -**

<b>Item</b>	<b>Regulation</b>	<b>Appointment</b>	<b>Responsible Person</b>
1.	4(1)(c)	Principal contractor for each phase or project	Client
2.	5.(3)(b)	Contractor	Principal Contractor
3.	5(11)	Contractor	Contractor
4.	6(1)	Construction supervisor	Contractor
5.	6(2)	Construction supervisor sub-ordinates	Contractor
6.	6(6)	Construction Safety Officer	Contractor
7.	7(1)	Person to carry out risk assessment	Contractor
8.	7(4)	Trainer/Instructor	Contractor
9.	8(1)(a)	Fall protection planner	Contractor

<b>Item</b>	<b>Regulation</b>	<b>Appointment</b>	<b>Responsible Person</b>
10.	10 (a)	Formwork & support work supervisor	Contractor
11.	10(e) + (f)	Formwork & support work examiner	Contractor
12.	11(1)	Excavation supervisor	Contractor
13.	11(3)(b)(ii)(b)	Professional engineer or technologist	Contractor
14.	11(3)(k)	Explosives expert	Contractor
15.	12(1)	Supervisor demolition work	Contractor
16.	12(2) + (3)	Demolition expert	Contractor
17.	12(11)	Explosives expert	Contractor
18.	14(2)	Scaffold supervisor	Contractor
19.	15(1)	Suspended platform supervisor	Contractor
20.	15(2)(c)	Compliance plan developer	Contractor
21.	15(8)(c)	Suspended platform expert	Contractor
22.	15(13)	Outrigger expert	Contractor
23.	17(8)(a)	Material hoist inspector	Contractor
24.	18(1)	Batch plant supervisor	Contractor
25.	18(7)	Batch plant operator	Contractor
26.	19(2)(b)	Power tool expert	Contractor
27.	19.2 (g) (i)	Power tool controller	Contractor
28.	20(f)	Tower crane operator	Contractor
29.	21(1)(d)(i)	Construction vehicle and mobile plant operator	Contractor
30.	21(1)(j)	Construction vehicle and mobile plant inspector	Contractor
31.	22(d)	Temporary electrical installations inspector	Contractor
32.	22 (e)	Temporary electrical installations controller	Contractor
33.	26 (a)	Stacking and storage supervisor	Contractor
34.	27 (h)	Fire equipment inspector	Contractor

This list may be used as a reference or tool to determine which components of the Act and Regulations would be applicable to a particular site. This list must not be assumed to be exclusive or comprehensive.

## 6.2 Communication & Liaison

- 6.2.1 OH&S Liaison between the Employer, the Principal Contractor, the other Contractors, the Designer and other concerned parties shall be through the project Committee as per the procedures determined by the project Committee.
- 6.2.2 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.
- 6.2.3 Consultation with the workforce on OH&S matters will be through their Supervisors and H&S Representatives ('SHE – Reps')

6.2.4 The Principal Contractor will be responsible for the dissemination of all relevant OH&S information to the other Contractors e.g. design changes agreed with the Client and/or its Agent on its behalf and the Designer, instructions by the Client and/or his/her agent, exchange of information between Contractors, the reporting of hazardous/dangerous conditions/situations etc.

## 6. RESPONSIBILITIES

### 6.1 Client

6.1.1 The Client or his appointed Agent on his behalf will appoint each Principal Contractor for this project in writing for assuming the role of Principal Contractor as intended by the Construction Regulations and determined by the Bills of Quantities.

6.1.2 The Client or his appointed Agent on his behalf shall discuss and negotiate with the Principal Contractor the contents of the health and safety plan of the both Principal Contractor and Contractor for approval.

6.1.3 The Client or his appointed Agent on his behalf, will take reasonable steps to ensure that the health and safety plan of both the Principal Contractor and Contractor is implemented and maintained. The steps taken will include periodic audits at intervals of at least once every month.

6.1.4 The Client or his appointed Agent on his behalf, will prevent the Principal Contractor and/or the Contractor from commencing or continuing with construction work should the Principal Contractor and/or the Contractor at any stage in the execution of the works be found to:

- have failed to have complied with any of the administrative measures required by the Construction Regulations in preparation for the construction project or any physical preparations necessary in terms of the Act;
- have failed to implement or maintain their health and safety plan;
- have executed construction work which is not in accordance with their health and safety plan;  
or
- act in any way which may pose a threat to the health and safety of any person(s) present on the site of the works or in its vicinity, irrespective of him/them being employed or legitimately on the site of the works or in its vicinity.

### 6.2 Principal Contractor

6.2.1 The Principal Contractor shall accept the appointment under the terms and Conditions of Contract. The Principal Contractor shall sign and agree to those terms and conditions and shall, before commencing work, notify the Department of Labour of the intended construction work in terms of Regulation 3 of the Construction. The Principal Contractor shall submit the notification in writing prior to commencement of work and inform the Client or his Agent accordingly.

6.2.2 The Principal Contractor shall ensure that he is fully conversant with the requirements of this Specification and all relevant health and safety legislation. *This Specification is not intended to supersede the Act nor the Construction Regulations or any part of either.* Those sections of the Act and the Construction Regulations which apply to the scope of work to be performed by the Principal Contractor in terms of this contract will continue to be legally required of the Principal

Contractor to comply with. The Principal Contractor will in no manner or means be absolved from the responsibility to comply with all applicable sections of the Act, the Construction Regulations or any Regulations proclaimed under the Act or which may perceivable be applicable to this contract.

- 6.2.3 The Principal Contractor shall provide and demonstrate to the Client a suitable and sufficiently documented health and safety plan based on this Specification, the Act and the Construction Regulations, which shall be applied from the date of commencement of and for the duration of execution of the works. This plan shall, as appendices, include the health and safety plans of all Sub-contractors for which he has to take responsibility in terms of this contract.
- 6.2.4 The Principal Contractor shall provide proof of his registration and good standing with the Compensation Fund or with a licensed compensation insurer prior to commencement with the works.
- 6.2.5 The Potential Principal Contractor shall, in submitting his tender, demonstrate that he has made provision for the cost of compliance with the specified health and safety requirements, the Act and Construction Regulations.
- 6.2.6 The Principal Contractor shall consistently demonstrate his competence and the adequacy of his resources to perform the duties imposed on the Principal Contractor in terms of this Specification, the Act and the Construction Regulations.
- 6.2.7 The Principal Contractor shall ensure that a copy of his health and safety plan is available on site and is presented upon request to the Client, an Inspector, Employee or Sub-contractor.
- 6.2.8 The Principal Contractor shall ensure that a health and safety file, which shall include all documentation required in terms of the provisions of this Specification, the Act and the Construction Regulations, is opened and kept on site and made available to the Client or Inspector upon request. Upon completion of the works, the Principal Contractor shall hand over a consolidated health and safety file to the Client.
- 6.2.9 The Principal Contractor shall, throughout execution of the contract, ensure that all conditions imposed on his Sub-contractors in terms of the Act and the Construction Regulations are complied with as if they were the Principal Contractor.
- 6.2.10 The Principal Contractor shall from time to time evaluate the relevance of the Health and Safety Plan and revise the same as required, following which revised plan shall be submitted to the Client and/or his/her Agent for approval.

## **7. SCOPE OF WORK**

These specifications are applicable to the specific scope of work pertaining to the project as detailed in the tender documents. **Refer to Project specification.**

## **8. HEALTH AND SAFETY FILE**

The Principal Contractor must, in terms of Construction Regulation 5(7), keep a Health & Safety File on site at all times that must include all documentation required in terms of the Act and Regulations and must also include a list of all Contractors on site that are accountable to the Principal Contractor and the agreements between the parties and details of work being done.

The Health and Safety File will remain the property of the Client and/or its Agent on its behalf throughout the period of the project and shall be consolidated and handed over to the Client and/or its Agent on its behalf at the time of completion of the project.

The safety file shall contain the following documentations:

- Safety reports,
- Notification documents,
- Appointment letters,
- Records of incidents,
- Records of training,
- Records of safety meetings,
- Records of PPE provision,
- And any other document related to safety issues on site.

## **9. MONITORING AND REVIEWING OH&S PERFORMANCE**

The Principal Contractor is required to maintain acceptable incident rate and report on this to the Client and/or its Agent on its behalf on a monthly basis. The frequency rates must reflect permanent disability, lost workdays, restricted workdays, medical treatment and first aid treatment.

## **10. HAZARD IDENTIFICATION AND RISK ASSESSMENT**

The Principal Contractor is required to develop Risk Assessments, Standard Working Procedures (SWP) and Method Statements for each activity executed in the contract or project. The identification of hazards is over and above the hazards identification program and those hazards identified during the drafting of the Health and Safety Plan. Hazard identification should be conducted continuously over and above the baseline risk assessment.

## **11. ARRANGEMENTS FOR MONITORING AND REVIEW**

### **11.1 Monthly Audit by Client**

The Client and/or its Agent on its behalf will be conducting Periodic Audits at times agreed with the Principal Contractor Audit to comply with Construction Regulation 4(1)(d) to ensure that the principal Contractor has implemented, is adhering to and is maintaining the agreed and approved OH&S Plan.

### **11.2 Other audits and inspections**

The Client and/or its Agent on its behalf reserves the right to conduct any other ad hoc audits and inspections as it and/or its Agent on its behalf deem necessary.

A representative of the Principal Contractor and the relevant Health and Safety Representative(s) (SHE-Reps) must accompany the Client and/or its Agent on its behalf on all Audits and Inspections and may conduct their own audit/inspection at the same time. Each party will, however, take responsibility for the results of his/her own audit/inspection results. The Client and/or its Agent on its behalf may require to be handed a copy of the minutes of the previous Health and Safety Committee meeting reflecting possible recommendations made by that committee to the Employer for reference purposes and any other health and safety related issues.

### **11.3 Reports**

- 11.3.1 The Principal Contractor shall report all incidents where an employee is injured on duty to the extent that he/she dies, becomes unconscious, loses a limb or part of a limb, is injured or becomes ill to such a degree that he/she is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or continue with the activity for which he/she was usually employed, or where a major incident occurred, the health or safety of any person was endangered, where a dangerous substance was spilled, the uncontrolled release of any substance under pressure took place, machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects, machinery ran out of control, to the Provincial Director of the Department of Labour within seven days and at the same time to the Client and/or its Agent on its behalf.
- 11.3.2 The Principal Contractor is required to provide the Client and/or its Agent on its behalf with copies of all statutory reports required in terms of the Act and the Regulations.
- 11.3.3 The Principal Contractor is required to provide the Client and/or its Agent on its behalf with a monthly "SHE Risk Management Report".
- 11.3.4 The Principal Contractor is required to provide the Client and/or its Agent on its behalf with copies of all internal and external accident/incident investigation reports. As soon as the occurrence of any accident/incident of whatever nature comes to the notice of the Principal Contractor, it shall be reported immediately to any of the following:

### **11.4 Review**

The Principal Contractor is to review the Hazard Identification, Risk Assessments and Standard Work Processes at each Production Planning and Progress Report meeting as the construction work develops and progresses and each time changes are made to the designs, plans and construction methods and processes. The Principal Contractor must provide the Client and/or its Agent on its behalf, and all other concerned parties with copies of any changes, alterations or amendments

### **11.5 Site Safety Rules**

#### **11.5.1 Site OH&S Rules**

The Principal Contractor must develop a set of site-specific OH&S rules that will be applied to regulate the Health and Safety Plan and associated aspects of the construction. When required for a site by law, visitors and non-employees upon entering the site shall be issued with the proper Personal Protective Equipment (PPE) as and when necessary.

#### **11.5.2 Security Arrangements**

The Principal Contractor must establish site access rules and implement and maintain these throughout the construction period. Access control must include the rule that non-employees shall at all times be provided with fulltime supervision while on site. The Principal Contractor must develop a set of Security rules and procedures and maintain these throughout the construction period.

If not already tasked to the H&S Officer appointed in terms of Construction Regulation 6(6), the Principal Contractor must appoint a competent Emergency Controller who must develop contingency plans for any emergency that may arise on site as indicated by the risk assessments. These must include a monthly practice/testing program for the plans

### **11.6 Training**

The Principal Contractor shall ensure that all employees under the his or her control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment.

The Principal Contractor shall ensure that all labourers are informed regarding any hazard as stipulated in the risk assessment before any work commences, and thereafter at such times as may be determined in the risk assessment.

The Principal Contractor shall ensure that as far as is reasonably practicable, ergonomic related hazards are analysed, evaluated and addressed in the risk assessment.

No Principal Contractor shall allow or permit any employee to enter any site, unless such person has undergone health and safety induction training pertaining to the hazards prevalent on the site at the time of entry.

The Principal Contractor shall ensure that all visitors to a construction site undergoes health and safety instruction pertaining to the hazards prevalent on the site and shall be provided with the necessary personal protective equipment: Provided that where visits are made only to the site office which is not in direct contact with the construction work activities, those health and safety instructions and the provision of personal protective equipment may not apply.

The contents and syllabi of all training required by the Act and Regulations including any other related or relevant training as required must be included in the Principal Contractor's Health and Safety Plan and Health and Safety File.

#### **11.6.1 General Induction Training**

The Principal contractor must ensure that the employees on site are conversant with the general health and safety requirements on site. All employees of the Principal and other Contractors must be in possession of proof of General Induction training.

#### **11.6.2 Site Specific Induction Training**

All employees of the Principal and other Contractors must be in possession of Site-Specific Occupational Health and Safety Induction or other qualifying training.

#### **11.6.3 Other Training**

All operators, drivers and users of construction vehicles, mobile plant and other equipment must be in possession of valid proof of training. All employees in jobs requiring training in terms of the Act and Regulations must be in possession of valid proof of training as follows:

- General Induction (Section 8 of the Act)
- Site/Job Specific Induction (also visitors) (Sections 8 & 9 of the Act)
- Site/Project Manager
- Construction Supervisor
- OH&S Representatives (Section 18 (3) of the Act)
- Training of the Appointees indicated in 12.6.1 & 12.6.2 above
- Operation of Cranes (Driven Machinery Regulations 18 (11))
- Operators & Drivers of Construction Vehicles & Mobile Plant (Construction Regulation 21)
- Basic Fire Prevention & Protection (Environmental Regulations 9 and Construction Regulation 27)

- As a minimum basic First Aid to be upgraded when necessary (General Safety Regulations 3)
- Storekeeping Methods & Safe Stacking (Construction Regulation 26)
- Emergency, Security and Fire Coordinator

### **11.7 Accident and Incident Investigation**

The Principal Contractor is responsible to oversee the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she/they had to receive first aid or be referred for medical treatment by a doctor, hospital or clinic, (General Administrative Regulation 9). The Principal Contractor is responsible for the investigation of all 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 incidents in future.

The Principal Contractor is responsible for the investigation of all road traffic accidents relating to the construction site and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future. Notwithstanding the requirements of Section 24 of the Act, ALL incidents shall be investigated and reported on in writing, irrespective of whether such incident gave rise to injury or damage.

### **11.8 H&S Representatives and H&S Committees**

#### **11.8.1 Designation of H&S Representatives**

Where the Principal Contractor employs more than 20 persons (including the employees of other Contractors (sub-contractors) he has to appoint one H&S Representatives for every 20 employees or part thereof. (Section 17 of the Act and General Administrative Regulation 6. & 7.) H&S Representatives have to be designated in writing and the designation shall be in accordance with the Collective Agreement as concluded between the parties as is required in terms of General Administration Regulation 6.

#### **11.8.2 Duties and Functions of the H&S Representatives**

The Principal Contractor must ensure that the designated H&S Representatives conduct at least a weekly inspection of their respective areas of responsibility using a checklist and report thereon to the Principal Contractor, after which these reports shall be consolidated for submission to the Health and Safety Committee. H&S Representatives must be included in and be part of accident/incident investigations. H&S Representatives shall be members of at least one H&S Committee and must attend all meetings of that H&S committee.

#### **11.8.3 Establishment of H&S Committee(s)**

The Principal Contractor must establish H&S Committees consisting of designated H&S Representatives together with a number of Employers Representatives appointed as per Section 19(3) that are not allowed to exceed the number of H&S Representatives on the committee. The persons nominated by the employer on an H&S Committee must be designated in writing for such period as may be determined by the project period. The H&S Committee shall co-opt advisory (temporary) members and determine the procedures of the meetings including the chairmanship.

## **12. HOUSE KEEPING**

Good housekeeping will be maintained at all times as per Construction Regulation No. 25. Poor housekeeping contributes to three major problems, namely, costly or increased accidents, fire or fire hazards and reduction in production. Good housekeeping will enhance production time.

Particular emphasis is to be placed on the following crucial elements of a construction site:

- Phase priorities and production/plant layout
- Enclosures
- Pits, openings and shoring
- Storage facilities
- Effective, sufficient and maintained lighting or illumination
- Principal sources of injuries e.g. stairways, runways, ramps, loose building material
- Oil, grease, water, waste, rubble, glass, storm water
- Colour coding
- Demarcations
- Pollution
- Waste disposal
- Ablution and hygiene facilities
- First aid disposals
- Hazardous chemical substances

**This list must not be taken to be exclusive or exhaustive.**

In promotion of environmental control all waste, rubble, scrap etc, will be disposed of at a registered dumping site and records will be maintained. Where it is found to be impractical to use a registered dump site or it is not available, the Principal Contractor will ensure that the matter is brought to record with the client or his representative, after which suitable, acceptable alternatives will be sought and applied. Dross and refuse from metals, and waste matters or by-products whose nature is such that they are poisonous or capable of fermentation, putrefaction or constituting a nuisance shall be treated or disposed of by methods approved of by an inspector.

### **13. OPERATIONAL CONTROL**

The Principal Contractor shall take reasonable steps to ensure that necessary control measures are taken to promote safe working environment during all operational works. Routine safety inspections shall be carried out to ensure plant; machinery and tools are safe enough for employees to work with. Operational control measures shall be taken for the following activities and plant or machinery where applicable:

- Fall protection;
- Excavation work;
- Scaffolding;
- Mobile plants;
- Electrical installation and machinery; and
- Other associated activities.

### **14. SUB CONTRACTORS**

The Principal Contractor shall ensure that agreements are entered into by all sub-contractors on site, and ensure that all sub-contractors are in compliance with the health and safety standards on site. Particulars of sub-contractors involved in specialised work such as blasting, concrete works and electrical installations must be submitted to the designers for approval and their safety plans submitted to the Client for approval.

### **15. OFFENCES AND PENALTIES**

Any contractor, who does not comply with the requirements of the Act, will be penalised or punished as per Section 38 of the Act. The principal contractor must also note that the Client may stop the execution of construction work if it is not in accordance with the health and safety plan or if it poses a threat on the health and safety of employees and the public.

### **C3.5 MANAGEMENT**

#### **C3.5.1 MANAGEMENT MEETINGS**

The following meetings will be required as minimum for the management of the contract.

- (a) Monthly client site meeting (using standard agenda for management control).
- (b) Technical meetings as required for each phase of the work.
- (c) Monthly safety meetings in terms of the OHS requirements.
- (d) Weekly progress meetings

#### **C3.5.2 QUALITY CONTROL**

Contractor to supply details of quality plan and procedures. These shall include:

- Accommodation of traffic.
- Inspection and test plans.
- Approval process.
- Hold-points.
- Milestones.

## **C7. Site Information**

### **7.1 General**

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

The tenderer shall inform him / herself on the nature of the site and inspect the site.

The Employer will consider a tender only if the site inspection and/or tenderer's meeting arranged by the Engineer has been attended by a representative who must:

- Be suitably qualified to comprehend the implications of the work involved, and
- Be the tenderer him/herself or a person in the direct employ of the tenderer

### **7.2 Site location**

The project is located in the North West Province, approximately 83 km from Tshwane and is part of Moretele Local Municipality in the jurisdiction of Moretele Local Municipality.

The project area is in ward 6 of the Moretele Local Municipality. The village is named:

<b>Village name</b>	<b>Ward</b>	<b>Latitude</b>	<b>Longitude</b>
DIPETLWANE	6	9°19'04.88"S	27°69'32.04"E
VILLAGE		9°19'04.88"S	27°69'53.23"E

### Locality Details

- Province : North West Province
- District : Bojanala District Municipality
- Municipality : Moretele Local Municipality

The climate is very dry with an average annual rainfall between 600mm and 800mm. General vegetation cover consists of sparse grasses and thorn trees scattered over the site. The site is generally flat, falling gently towards the south.

The area is within the Molten, Elliot and Clarens formations. The Group comprises of materials such as Andesite, Basalt, Dolomite, Chert, Quartzite, Conglomerate and Calcrete.

The site has isolated hard rock outcrops of calcretes which needs to be blasted. It is anticipated that 25% to 30% of the trench excavations between depths of 0.8 to 2.0m deep will need to be blasted and will be classified as hard rock excavation.

### **7.3 Access to site and restrictions**

The construction sites are situated in the existing villages as mentioned in 6.2. These sites can be reached via existing streets/roads and Provincial Roads

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

The Contractor must note that no additional payment will be made for the construction of temporary access roads to the construction site, borrow-areas or to the spoil sites, except for payment made under payment item A.8.3.2.2 of SANS 1200 A.

If the Contractor does not make use of existing streets for the hauling of materials to or from the site, he shall be held responsible to clear any spillage caused by his activities on or near the roads by whatever means necessary, within two (2) days after such spillage has occurred. No additional payment will be made for the clearance of spillage and all relevant costs will be deemed to be covered under the relevant items.

### **7.4 Existing services, servitudes and way leaves**

All the known existing services are indicated on the drawings.

### **7.5 Security**

The security of the Contractor's plant, employees, materials and site camp will be the Contractor's responsibility.

### **7.6 Nature of ground and subsoil conditions**

1. The Contractor shall familiarize himself with the conditions on site.

The materials on site mainly consist of soft and hard material. The majority of excavation will be in weathered and hard granite.

- 2.

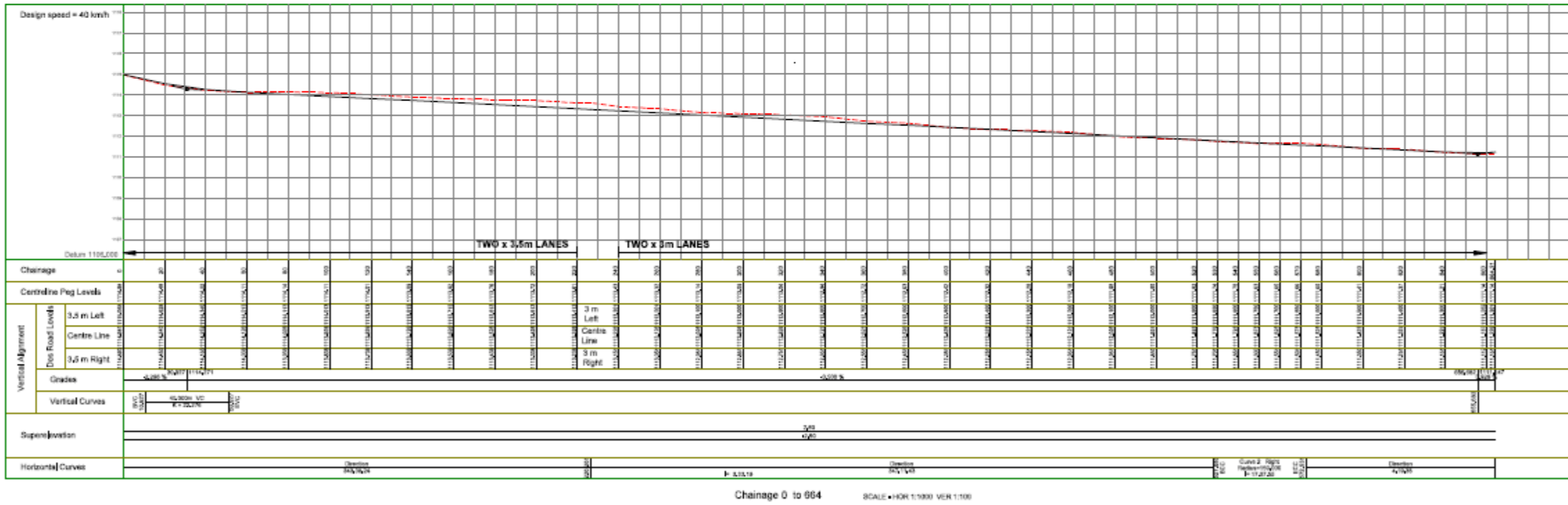
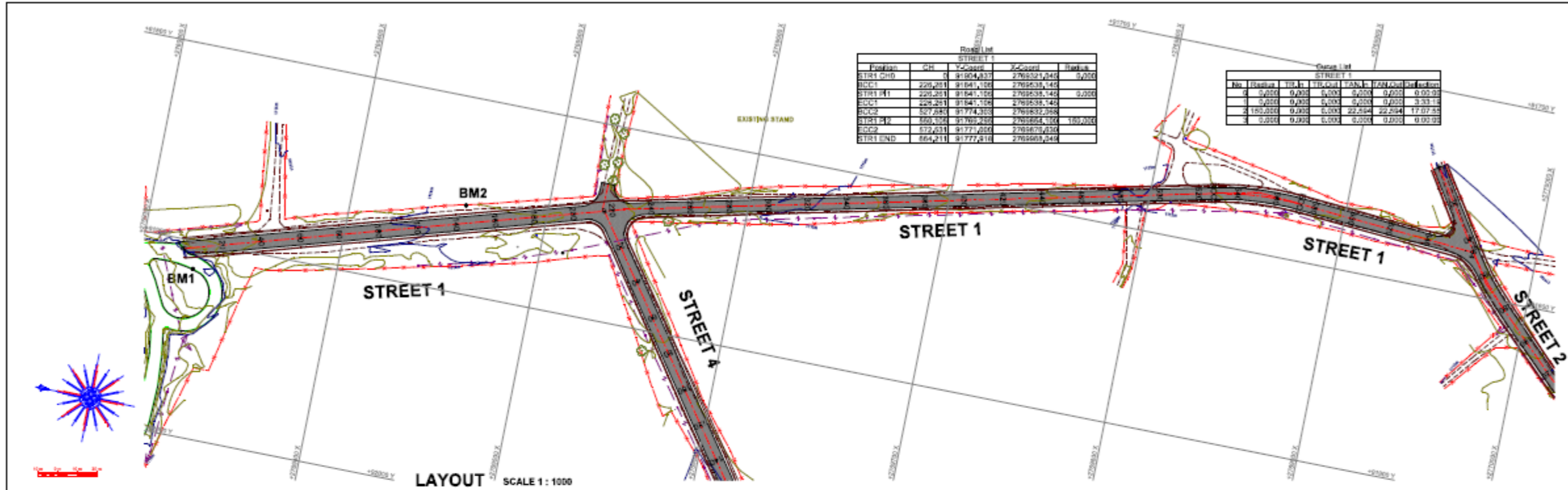
3. Also refer to the Project Specification "PS 4 : NATURE OF GROUND AND SUBSOIL CONDITIONS ON SITE".

## **C.8 Drawings**

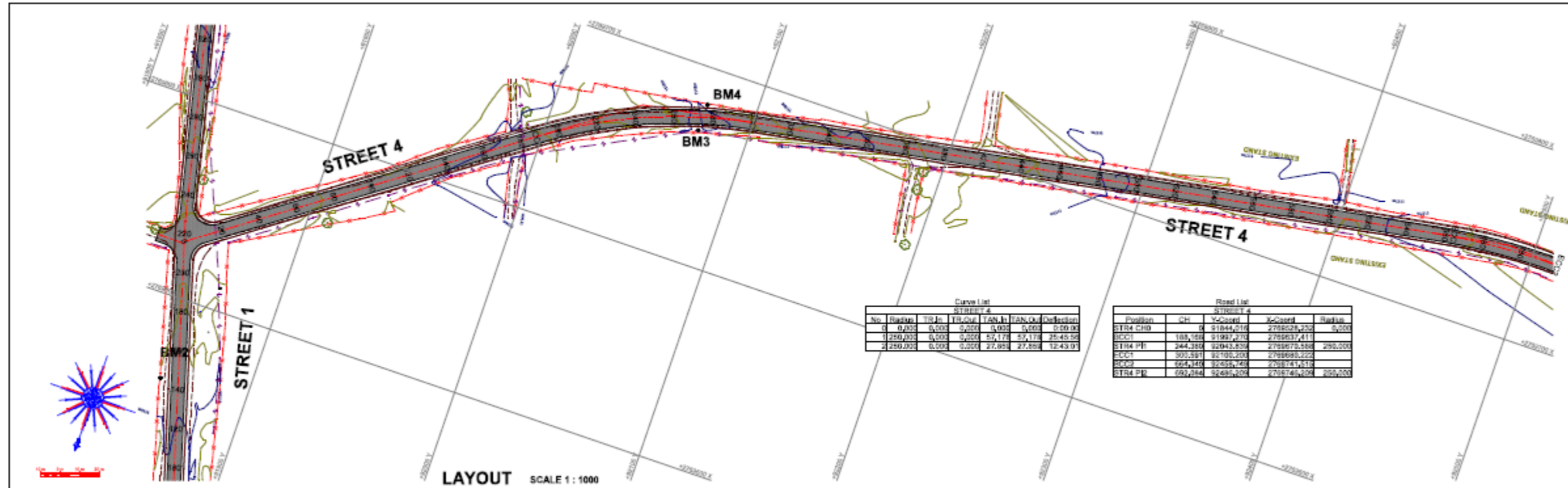
The following drawings, for tender purposes only, form part of this contract.

### **NGOBI DRAWINGS**

DRAFT



FOR DESIGN PURPOSES		DESIGNED BY	MORETELE LOCAL MUNICIPALITY	TSIKASHU CONSULTING & PROJECT MANAGERS		CONTRACT NUMBER: **		ASSET PLAN	sheet 1 of 1
SCALE ON REDUCED DRAWING		DRAWN BY	Moretele Local Municipality Private Bag X 367 Makapanstad 0834	 Suite 2, 42 Ingersoll Road, Lynwood Ridge, Pretoria, 0081 Postnet Suite 482 PEWATE 6040 5028 LYNWOODS 014014000		TEL: 011 346 1996 FAX: 011 346 1998 Email: tsika@tsikashu.co.za		IMPLEMENTATION OF INTERNAL ROADS AND STORMWATER IN WARD 6  NGOBI VILLAGE LAYOUT & LONGITUDINAL SECTION  STREET 1: CH 0 TO CH 664	AS SHOWN (ON AT)  TSWANE/NGOBI012 TSWANE/NGOBI012

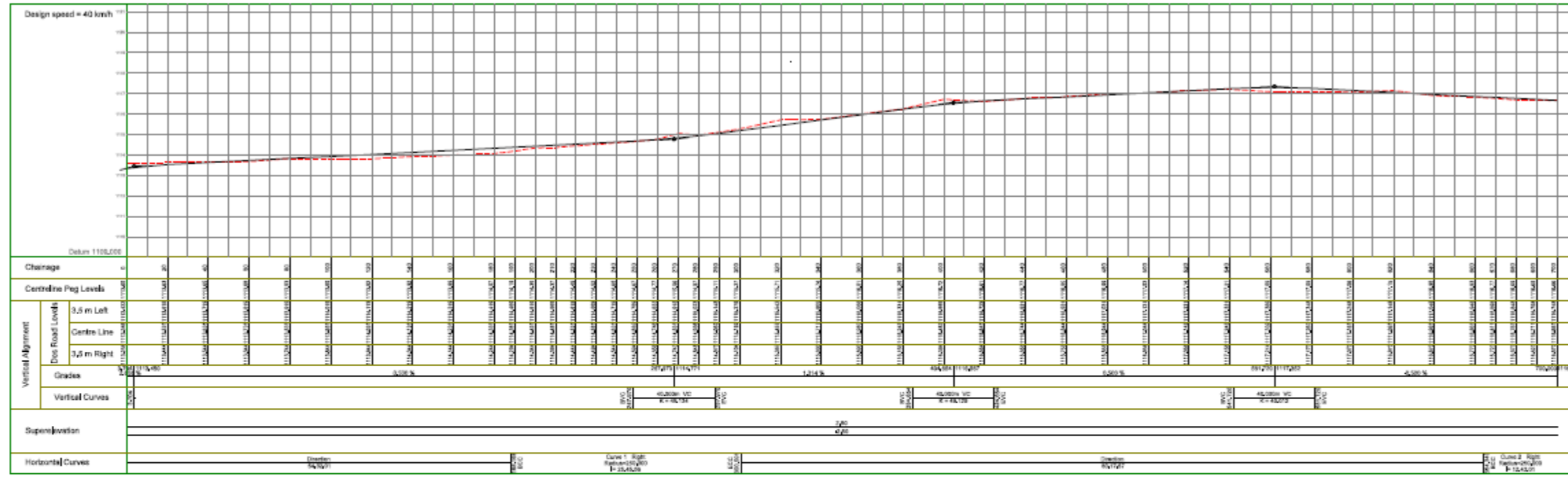


Curve List  
STREET 4

No.	Radius	Tan In.	Tan Out	TAN In	TAN Out	Deflection
0	0,000	0,000	0,000	0,000	0,000	0:00:00
1	250,000	0,000	0,000	57,176	57,176	25:45:36
2	250,000	0,000	0,000	27,868	27,868	12:43:01

Point List  
STREET 4

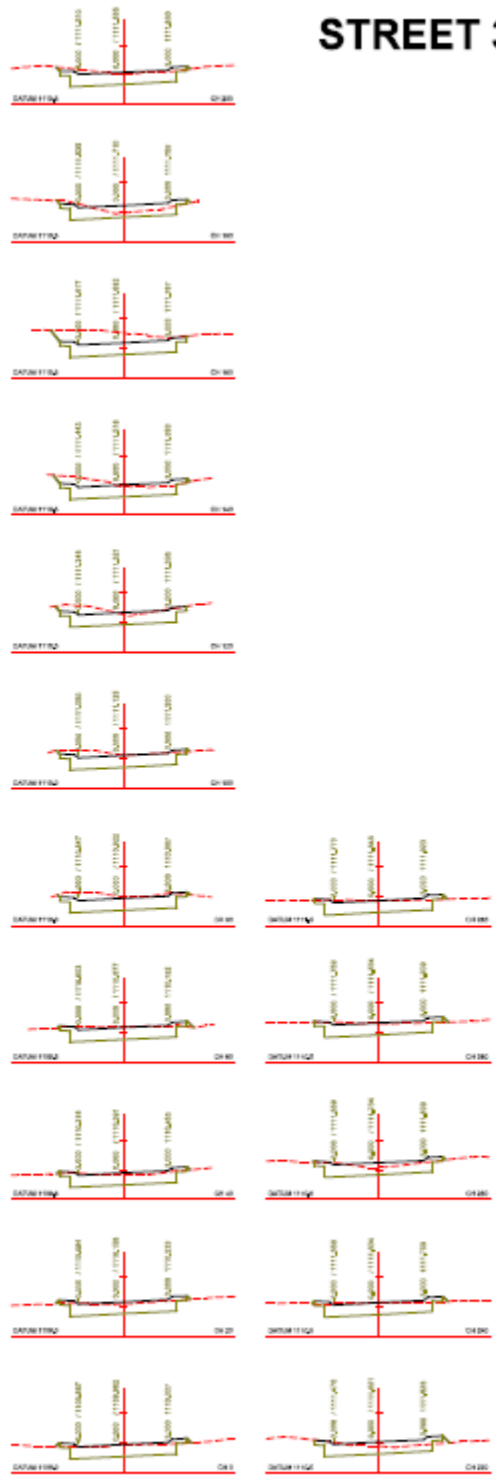
Position	CH	X-Coord	Y-Coord	Radius
STR4 CH0	0	91844,216	278626,252	5,000
BCC1	185,188	91937,216	2786037,411	
STR4 PH	244,250	92043,250	2785970,588	250,000
PLC1	302,281	92102,281	2785953,222	
PLC2	360,343	92160,343	2785935,856	
STR4 PR	650,384	92485,384	2785745,204	250,000



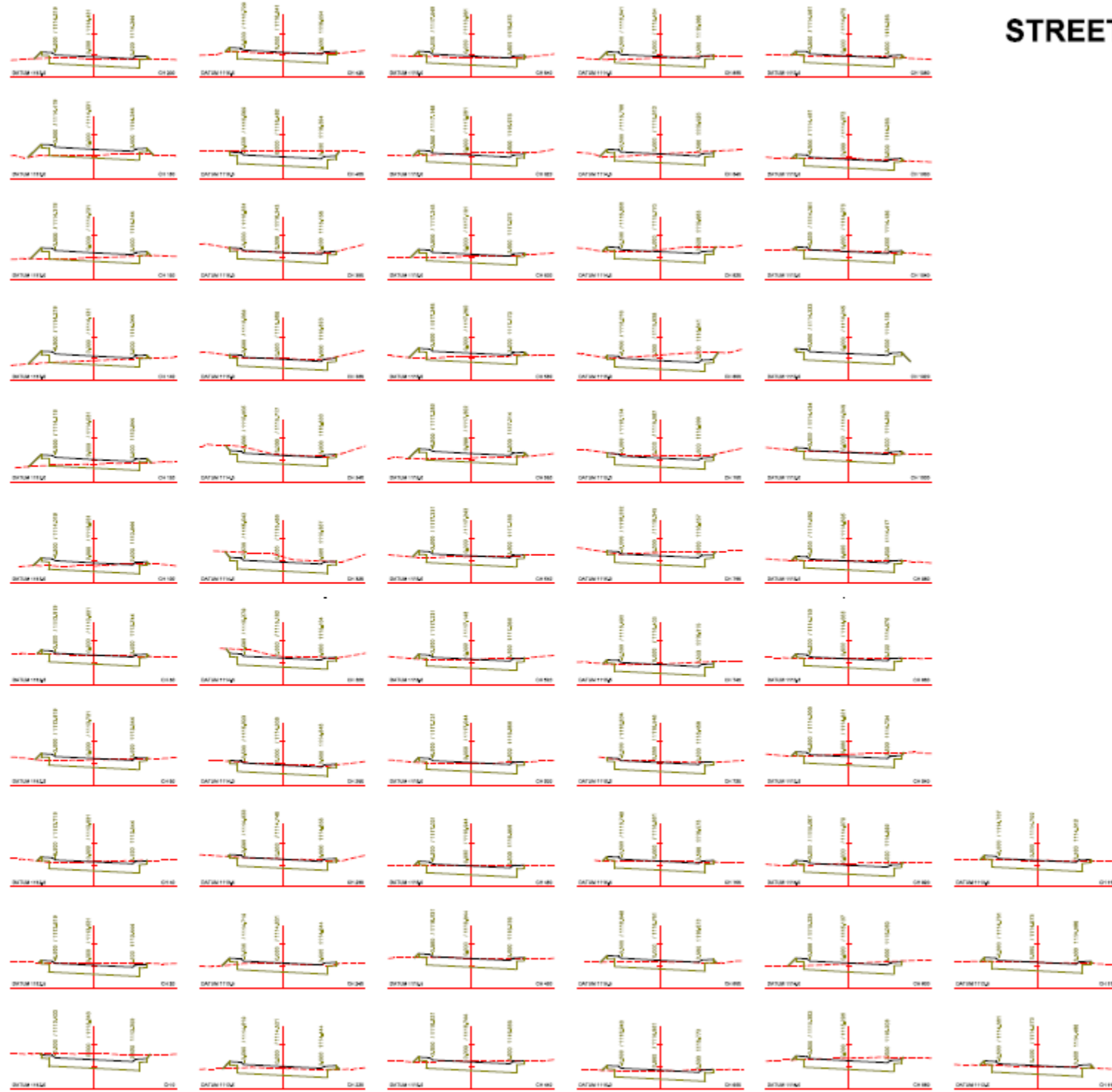
FOR DESIGN PURPOSES		DESIGNED BY	<b>MORETELE LOCAL MUNICIPALITY</b> Moretele Local Municipality Private Bag X 367 Mafikeng 0434 Tel: (012) 716-1347 Fax: (012) 716-1393		<b>TSHASHU CONSULTING &amp; PROJECT MANAGERS</b> Consulting Suite 1, 43 Engen Road, Lynwood Ridge, Pretoria, 0011 Private Suite 402 PRIVATE BAG 5025 LYNWOOD RIDGE, 0011 Tel: 012 548 1998 Fax: 012 548 1998 Email: info@tshashuconsulting.co.za		CONTRACT NUMBER: **	ASSET PLAN TSMORETELE000305	SHEET 1 OF 2 AS DRAWN (ON A1) TSMORETELE000305
SCALE ON REDUCED DRAWING		DATE					IMPLEMENTATION OF INTERNAL ROADS AND STORMWATER IN WARD 6 NGOBI VILLAGE LAYOUT & LONGITUDINAL SECTION STREET 4: CH 0 TO CH 700		



### STREET 3



### STREET 4



NO	DATE	REVISION	BY

**FOR DESIGN PURPOSES**

SCALE ON REDUCED DRAWING

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CHECKED BY	
DATE	

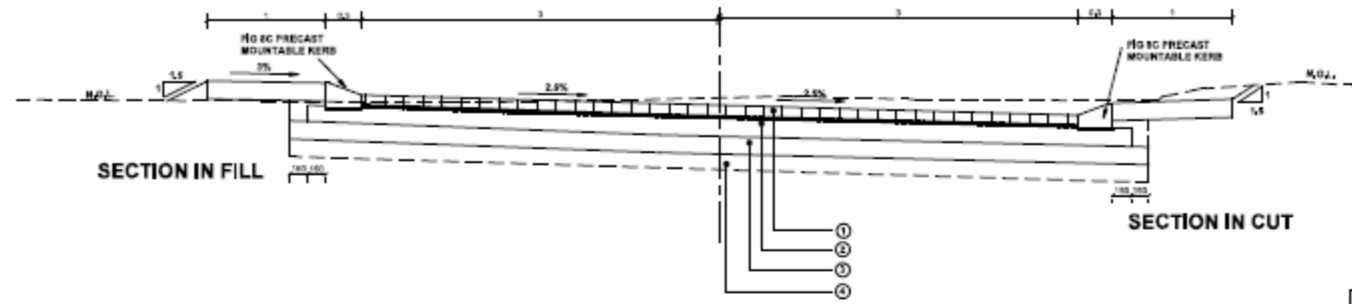
**MORETELE LOCAL MUNICIPALITY**  
 Moretele Local Municipality  
 Private Bag X 287  
 Mankopeng 0494  
 Tel: (012) 716-1347  
 Fax: (012) 716-1393

**TS Consulting**  
 Suite 2, 42 Engen Road, Lynwood Ridge, Pretoria, 0001  
 Private Bag 481 Tel: 012 345 1004  
 Lynwood Ridge 2018 Fax: 012 345 1004  
 Email: info@tsconsulting.co.za


CONTRACT NUMBER: 16

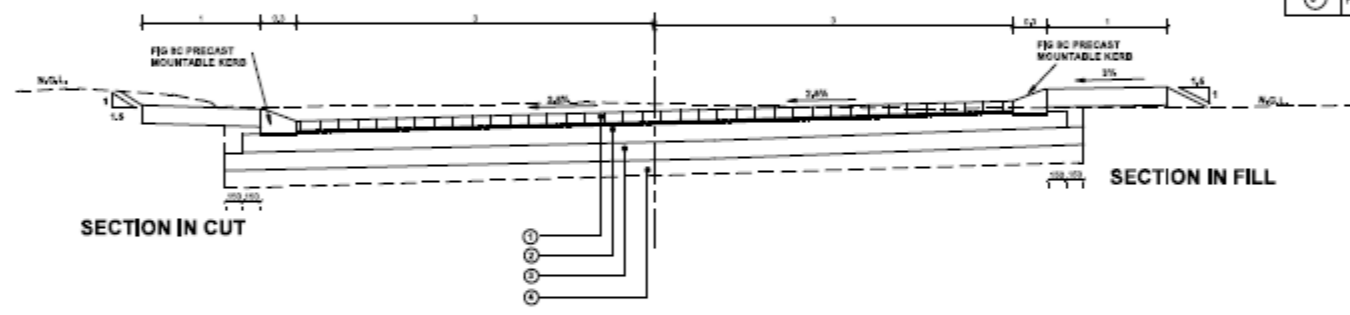
**IMPLEMENTATION OF INTERNAL ROADS AND STORMWATER IN WARD 6**

**NGOBI VILLAGE STREET CROSS SECTIONS**  
 STR 3: CH 0 - CH 283 & STR 4: CH 0 - CH 1125

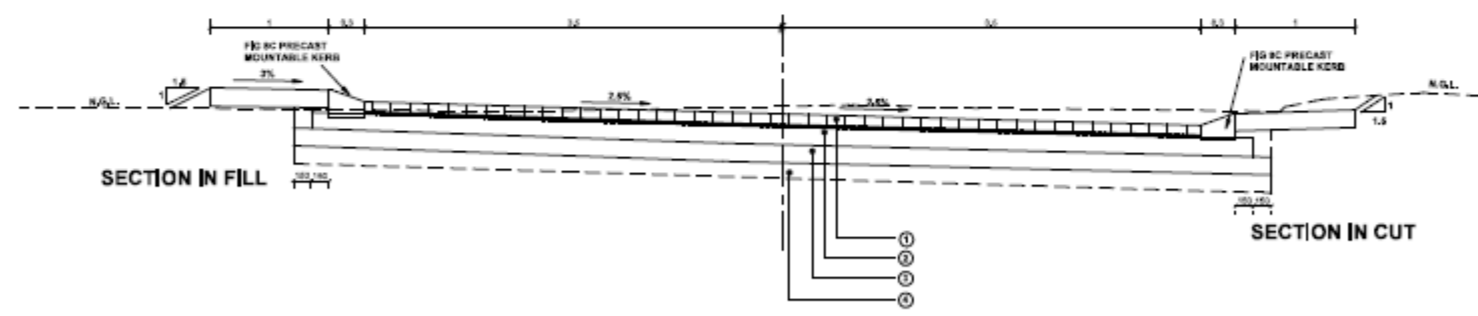



**TYPICAL CROSS SECTION: STREET 1 CH 240 TO END**

MATERIAL REQUIREMENTS						
LAYER NO.	LAYER	THICKNESS (mm)	MIN UCS (KPa)	MIN CBR	TRH 4	DESCRIPTION
1	80mm PAVING BLOCKS ON 20mm RIVER SAND					
2	BASE COURSE	150	1000		C4	STABILISED LAYER @ 97% MOD AASHTO DENSITY
3	SUB-BASE	150		10	G5	NATURAL GRAVEL COMPACTED TO 90% MOD AASHTO DENSITY
4	IN-SITU ROADBED	150				IN-SITU RP & RECOMPACT TO 90% MOD AASHTO DENSITY
5	FILL				G10	COMPACT TO 90% MOD AASHTO DENSITY



**TYPICAL CROSS SECTION: STREETS 2 & 3**



**TYPICAL CROSS SECTION: STREET 1 CH 0 TO CH 220 & STREET 4**

FOR DESIGN PURPOSES		DESIGNED BY	MORETELE LOCAL MUNICIPALITY Moretele Local Municipality Private Bag X 357 Makapanstad 0404 Tel: (012) 716-1347 Fax: (012) 716-1309		TSHASHU CONSULTING & PROJECT MANAGERS <b>Tshashu Consulting</b> Suite 2, 42 Ingers Road, Lynwood Ridge, Pretoria, 0011 Postal: Suite 653 PRIVATE BAG 9219 LYNWOOD RIDGE, 0011 Tel: 012 345 1186 Fax: 012 345 1195 Email: admin@tshashuconsulting.co.za		CONTRACT NUMBER: **		DRAWN BY CHECKED BY DATE	SHEET <b>1 OF 1</b>
SCALE ON REDUCED DRAWING		DRAWN BY					IMPLEMENTATION OF INTERNAL ROADS AND STORMWATER IN WARD 6 NGOBI VILLAGE LAYOUT TYPICAL CROSS SECTION & PAVEMENT DESIGN		DATE 1:25 OR AS 1:50 OR AS	
		CHECKED BY					TSHASHU CONSULTING & PROJECT MANAGERS TSHASHU CONSULTING & PROJECT MANAGERS		DATE TSHASHU CONSULTING & PROJECT MANAGERS	