



## TENDER No. UMUZ/10/2026

### CONSTRUCTION OF MHLWAZINI ACCESS BRIDGE PHASE 2 IN WARD 2

CIDB CLASSIFICATION 6CE OR HIGHER

## TENDER DOCUMENT

Name of Tenderer: .....

.....

This tender closes at 12h00 on 15 July 2026 at the offices of the Umuziwabantu Municipality located at 10 Murchison Street, Harding, KwaZulu-Natal, South Africa

**NO LATE SUBMISSIONS WILL BE CONSIDERED**

**Issued by:**

**UMUZIWABANTU MUNICIPALITY**  
10 Murchison Street  
Harding  
4680  
Tel: 039 433 3500  
Fax: 039 433 1208  
Email: [nmadlala@umuziwabantu.gov.za](mailto:nmadlala@umuziwabantu.gov.za)

**Prepared by:**

**PGA CONSULTING ENGINEERS CC**  
94 King Haakon Road  
Oslo Beach  
Port Shepstone  
4240  
Tel: 031 262 0126  
Fax: 086 567 1628  
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**TENDER No UMUZ/10/2026  
 CONSTRUCTION OF MHLWAZINI ACCESS BRIDGE PHASE 2 IN WARD 2**

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## **PART B1: TENDERING PROCEDURES**



# UMUZIWABANTU MUNICIPALITY

## INVITATION FOR BIDS

Umuziwabantu hereby invites Bids from suitable qualified and experienced service provider to provide services to the municipality.

Name	Compulsory Briefing Session	CIBD	Tender No	Tender Amount	Closing date
CONSTRUCTION OF ESIKHULU TO NHLANJINI ACCESS ROAD IN WARD 09	24 June 2026 at 10:00	4CE OR HIGHER	UMUZ/09/2026	R 500.00	15 July 2026 at 12:00
CONSTRUCTION OF MHLWAZINI ACCESS BRIDGE PHASE 2 IN WARD 02	24 June 2026 at 11:00	6CE OR HIGHER	UMUZ/10/2026	R 500.00	15 July 2026 at 12:00

All Bid documents are obtainable from **15<sup>th</sup> of June to the 23<sup>rd</sup> of June 2026 between 08:00 and 15:30 (bid documents need to be reserved prior to the purchase if they will be collected on briefing session day and no documents will be sold on the briefing day)** at the Finance (SCM) offices at the Municipal Buildings, Murchison Street, Harding, 4680, at a non-refundable payment of 500. Bid documents can also be downloaded on Municipal website: [www.umuziwabantu.gov.za](http://www.umuziwabantu.gov.za); [www.cidb.org.za](http://www.cidb.org.za) & [etenders.gov.za](http://etenders.gov.za)

**Invalid or non-submission of the following documents will render the Tenderer disqualified.**

- Municipal Rates and Service Charges Statements where the company is located to confirm Municipal rates are not in arrears for more than 90 days or;
- Attach valid lease agreement if the company is leasing the office space.
- MBD 1, 4, 8, 9 all applicable forms included in the document.
- Attach affidavit if the account is under your parents, siblings, grandparents, and you are not paying any Municipal rates.  
Copy of marriage certificate if Municipal account is under your spouse
- Joint Venture Agreement if the company has entered into a joint venture and specifying the name of the signatory in the JV.
- Entity's copy of Registration with the Registrar of Companies, Close Corporation
- Bidders must be registered on the Central Supplier Database (CSD) attach proof of Registration

The Functionality will comprise of the following based on the criteria indicated in the respective tender returnable: Attach all supporting documentation for the following table.

Criterion	Possible Full Points
Experience with respect to similar projects	60
Availability of Key Plant and Equipment	20
Site Agent	05
Foreman	05
Method Statement and Programme	10
<b>Total Possible Points</b>	<b>100</b>

Bidders must score a minimum of 70% to pass functionality evaluation.

80/20 Preference Points System of 2022 will be used in Evaluation.

<b>SPECIFIC GOALS</b>	<b>POINTS</b>	<b>Verification Document</b>
Companies located within Umuziwabantu Local Municipality	20	Proof of property address and CK
Companies located within Ugu District Municipality	10	Proof of property address and CK
Companies located within KZN	5	Proof of property address and CK
Other	0	
<b>Total points</b>	<b>20</b>	

All tenders will be evaluated on same criteria (Functionality and Specific Goals)

Bids must be deposited in the bid box at the Finance (SCM) offices at the Municipal Buildings, 10 Murchison Street, Harding, 4680, before closing date and time. Telegraphic, telefax, or faxed bids will not be considered and late bids will not be accepted. All tenders must be valid for 120 days after tender closing.

#### **BID ENQUIRIES**

Bid enquiries are to be addressed to: Mr L Ndawonde (SCM) at telephone number 039 433 3565  
Ms N Madlala (Technical) 039 433 3500

Umuziwabantu Local Municipality is not bound to accept the lowest bid and it reserves the right to accept whole or part of any bid or not to consider any bid not suitably endorsed or to reject any or the entire bid without stating the reasons thereof.

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**MR T.P CELE**  
**MUNICIPAL MANAGER**

# UMUZIWABANTU MUNICIPALITY

## TENDER NO. UMUZ/10/2026

### CONSTRUCTION OF MHLWAZINI ACCESS BRIDGE PHASE 2 IN WARD2

#### B1.2 TENDER DATA

Tender data is covered in two sections. T1.2.1 refers to the Standard Conditions of tender while T1.2.2 sets out Additional Conditions of tender

The conditions of tender are the Standard Conditions of tender as contained in Annex F of Board Notice 136 Government Gazette No 38960 of 10 July 2015, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (See [www.cidb.org.za](http://www.cidb.org.za) ). These are reproduced without amendment or alteration for the convenience of tenderers below.

The conditions of tender are the Standard Conditions of tender as contained in Annex F of the 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 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 are:**

<b>Clause Number</b>	<b>Tender Data</b>
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<b>F.1</b>	<b>General</b>
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F.1.1	The employer is Umuziwabantu Municipality
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<b>F.1.2</b>	<b>Tender Documents</b>
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The tender documents issued by the employer comprise:

**VOLUME 1:** The General Conditions of Contract for Construction Work (Third Edition) 2015 as published by the South African Institution of Civil Engineering. This publication is available and tenderers must obtain copies at their own cost from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel (011) 805 5947, Fax: (011) 805 5971, email: [civilinfo@saice.org.za](mailto:civilinfo@saice.org.za).

**VOLUME 2:** Standard specifications, SANS 1200 Volumes 1 and 2 This publication is available and tenderers must obtain copies at their own cost from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685,

Tel (011) 805 5947, Fax: (011) 805 5971, email:  
civilinfo@saice.org.za.

The tender documents issued by the Employer comprise:

**VOLUME 3:** The tender Document (this document), in which is bound:

**The tender**

**Part B1: Tendering Procedures**

- T1.1 Tender Notice and Invitation to tender
- T1.2 Tender Data

**Part B2: Returnable Schedules**

- T2.1 List of Returnable Documents
- T2.2 Returnable Schedules

**The Contract**

**Part C1: Agreements and Contract Data**

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Form of Guarantee
- C1.4 Occupational Health and Safety Agreement

**Part C2: Pricing data**

- C2.1 Pricing Instructions
- C2.2 Bill of Quantities

**Part C3: Scope of work**

- C3.1 Description and Management of the Works
- C3.2 Construction
- C3.3 Health and Safety Specifications
- C3.4 Labour Specifications

**Part C4: Site information**

- C4.1 Geotechnical Investigation

**VOLUME 4:** Drawings

Volume 3 is deemed the "Returnable Documents" which must be returned to the Employer in terms of submitting a tender offer.

**F.1.2.1**

**Tender and / or Document Deposit**

A non-refundable/refundable document deposit of **R 500.00** inclusive of vat is payable by cash or bank guaranteed cheque made out in favour of

Umuziwabantu Municipality is required on collection of the tender documents.

### **F.1.2.2 Communication and Employer's Agent**

Attention is drawn to the fact that verbal information, given by the Employer's Agent during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer. Only information issued formally by the Employer in writing to tenderers will be regarded as amending the tender Documents.

The Employer's Agent details are:

#### **PGA CONSULTING ENGINEERS CC**

94 King Haakon Road

Oslo Beach

Port Shepstone

4240

Tel: 031 262 0126

Fax:086 567 1628

Email: [engineer1@pgaconsulting.co.za](mailto:engineer1@pgaconsulting.co.za)

Contact Person: **Eshan Moodley**

### **F.2 Tenderers obligations**

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

- a) The Contractor submitting the tender is under restrictions or has principals who are under the restriction to participate in the Employer's procurement due to corrupt or fraudulent practices.
- b) The tenderer does not have the legal capacity to enter into the contract.
- c) the Contractor submitting the tender is insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of the foregoing.
- d) The tenderer does not comply with the legal requirements stated in the Employer's procurement policy.
- e) The tenderer cannot demonstrate that he possesses the necessary professional and technical qualifications and competent, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract;
- f) The tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract.
- g) It is mandatory that the successful tender must subcontract to local subcontractors.

F2.1.1 Only those tenderers who are registered with the CIDB and or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the estimated sum tendered for a 6CE OR Higher class of construction work are eligible to submit tenders.

Joint ventures are eligible to submit tenders provided that:

1. Every member of the joint venture is registered with the CIDB; and
2. The lead partner has a contractor grading designation in the class of construction work; and
3. 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 estimated sum tendered for a **6 CE** class of construction work.

F2.1.2 Only those tenderers who have in their employ management and supervisory staff satisfying the requirements of the Scope of Work for labour-intensive competencies for supervisory and management staff are eligible to submit tenders.

#### **F.2.7 Clarification Meeting**

The arrangements for a compulsory clarification meeting are as stated in the tender Notice and Invitation to tender. tenderers must sign the attendance list in the name of the Tendering entity.

Addenda will be issued to and tenders will be received only from those Tendering entities appearing on the attendance list.

tenderers should be represented at the clarification meeting by a person who is suitably qualified and experienced to comprehend the implications of the work involved.

#### **F.2.12 Alternative tender Offers**

If the tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.

Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.

Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that

the alternative offer complies in all respects with the Employer's standards and requirements.

The modified Pricing Data must include an amount equal to 10% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.

tenderers are required to indicate alternative tender offers in Schedule 8.

**F.2.13 Submitting a Tender Offer**

F.2.13.3 Parts of each tender offer communicated on paper shall be submitted as an original.

The tender shall be signed by a person duly authorised to do so. tender submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.

F.2.13.5 The employer's address for delivery of tender offers and identification details to be shown on each tender offer package is:

**Location of tender Box:** The Foyer at the Municipal Offices

**Physical Address:** 10 Murchison Street, Harding

Identification Details:

**TENDER NO.: UMUZ/10/2026 THE CONSTRUCTION OF MHLWAZINI ACCESS BRIDGE PHASE 2 IN WARD 2**

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

**F.2.15 Closing Time**

The closing time for submission of tender offers is as stated in the tender Notice and Invitation to tender.

F.2.15.1 Late, telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

**F.2.16 Tender Offer Validity**

The tender offer validity period is 90 Days.

A tender may be rejected as non-responsive if the tenderer fails to provide any clarification requested by the employer, or confirmation of registration with CIDB within the time for submission stated in the employer's written request for such clarification or confirmation. A tender may be rejected if the unit rates or lump sums for some of the items in the bills/schedules of quantities are, in the opinion of the Employer, unreasonable or out of proportion, and the tenderer fails, within the time stated in writing by the

Employer to justify any specific rates or lump sums (i.e. to provide a financial breakdown of how such rates or sums were obtained) or to adjust the unit rates or lump sums for such items while retaining the total of the prices unchanged.

**F.2.18 Provide Other Material**

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.

**F.2.19 Inspection, Tests and Analysis**

Access shall be provided for tests and analysis.

**F.2.23 Certificates**

The tenderer is required to submit with his tender:

- 1) A Certificate of Contractor Registration issued by the Construction Industry Development Board satisfying grading designation requirements.
- 2) Where the tendered amount inclusive of VAT exceeds R 10 million:
  - i) audited annual financial statement for 3 years, or for the period since establishment if established during the last 3 years, if required by law to prepare annual financial statements for auditing;
  - ii) a certificate certifying that the tenderer 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;
  - iii) particulars of any contracts awarded to the tenderer 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;
  - iv) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.
- 3) Proof of compliance with the relevant requirements of the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993).
- 4) A Valid Original Tax Clearance Certificate from the South African Revenue Services.

Where a tenderer satisfies CIDB contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner.

Respond to a request for clarification received up to seven working days before the tender closing time stated in the tender Data and notify all tenderers who drew procurement documents.

#### **F.3.4 Opening of Tender Submissions**

Tenders will be opened immediately after the closing time for tenders at the Council Chambers, Umuziwabantu Municipality.

Tenders will be considered non-responsive if:

- The tender is not in compliance with the Scope of Work;
- The tenderer has not completed and/or signed the Offer portion of C1.1 Form of Offer and Acceptance.
- The tenderer does not comply with the Contractor's CIDB grading designation specified in F2.1.1 at the tender closure date.
- The tenderer has failed to clarify or submit any supporting documentation within the time for submission stated in the employer's written request.

#### **F.3.11 Evaluation of Tender Offers**

##### **F.3.11.1 General**

The procedure for the evaluation of responsive tenders is **Method 4**.

##### **F.3.11.1 Scoring Financial Offers**

*Add the following:*

The financial offer will be scored using **Formula 2 (Option 1)** where the value of W1 is 90 points when the financial value inclusive of VAT of all responsive tenders received have a value above R 1,000,000 (Refer to Table F.1 of Standard Conditions of tender).

The following preference point systems are applicable to all tenders:

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

1.1 The value of this tender is estimated not to exceed R50,000,000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.

1.2 Preference points for this tender shall be awarded for:  
(a) Price; and  
(b) B-BBEE Status Level of Contribution.

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**F.3.11.8 Scoring Preferences**

*Add the following new sub clause:*

Points will be awarded to tenders who complete, as relevant, and include in their tender submission, the duly completed Preference Schedules/Forms which are included in T2.2 Returnable Schedules of the tender document.

**F3.13.1 Acceptance of Tender Offers**

*Add the following:*

Tender offers will only be accepted if:

- a) The tenderer's tax matters have been declared by the South African Revenue Service to be in order, and the tenderer has in his or her possession an original valid Tax Clearance Certificate issued by the South African Revenue Services.
- b) The tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation.
- c) The tenderer or any of its directors is not listed on the Register of tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
- d) The tenderer has not:
  - i) Abused the Employer's Supply Chain Management System; or
  - ii) Failed to perform on any previous contract and has been given a written notice to this effect; and
  - iii) Failed to perform on any previous contract and has been given a written notice to this effect.
- e) Has completed all the Returnable Schedules and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.

**F.3.18 Provide Copies of the Contents**

The number of paper copies of the signed contract to be provided by the employer is one.

**B1.2.2.1 Compliance with Occupational Health and Safety Act 1993**

Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2003 issued in terms of Section 43 of the Act. The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the tenderer shall submit with the tender, appended to Schedule 11: Health and Safety Plan in T2.2 Returnable Schedules, a

detailed Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations. Such Health and Safety Plan shall cover *inter-alia* the following details:

- 1) Management Structure, Site Supervision and Responsible Persons including a succession plan.
- 2) Contractor's induction training programme for employees, sub-contractors and visitors to the Site.
- 3) Health and safety precautions and procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications.
- 4) Regular monitoring procedures to be performed.
- 5) Regular liaison, consultation and review meetings with all parties.
- 6) Site security, welfare facilities and first aid.
- 7) Site rules and fire and emergency procedures.

tenderers are to note that the Contractor is required to ensure that all sub-contractors or others engaged in the performance of the contract also comply with the above requirements.

The Contractor shall prepare and maintain a Health and Safety File in respect of the project, which shall be available for inspection on Site at all times and handed over to the Employer on Final Completion of the project.

The Contractor is required to submit to the Employer the Occupational Health and Safety Agreement (included in C1.4 of the Contract Document) and a letter of good standing from the Compensation Commissioner, or a licensed compensation insurer, within 14 days after the Commencement Date of the contract.

**B1.2.2.2 Eligibility with Respect to Expanded Public Works Programme**

This Contract does qualify for consideration as an Expanded Public Works Programme project.

**B1.2.2.3 Claims Arising after Submission of tender**

No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything shown on the Contract Drawings or contained in the Conditions of Contract, Scope of Work and Pricing Data, will be admitted by the Employer/Employer's Agent after the submission of any tender and the tenderer shall be deemed to have:

- 1) inspected the Contract Drawings and read and fully understood the Conditions of Contract.
- 2) read and fully understood the whole text of the Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract.
- 3) visited the site of the proposed works, carefully examined existing conditions, the means of access to the site, the conditions under which the work is to be done, and acquainted himself with any limitations or

restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials and plant to and from the site and made the necessary provisions for any additional costs involved thereby.

- 4) requested the Employer or his duly authorised agent to make clear the actual requirements of anything shown on the Contract Drawings or anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the tenderer.

Before submission of any tender, the tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, or if the Pricing Data contain any obvious errors, the tenderer must apply to the Employer/Employer's Agent at once to have the same rectified, as no liability will be admitted by the Employer/Employer's Agent in respect of errors in any tender due to the foregoing.

#### **B1.2.2.4 Imbalance in tendered Rates**

In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are either excessively low or high or not in proper balance with other rates or lump sums, the tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.

The tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the Contract Price.

Should the tenderer fail to amend the tender in a manner acceptable to the Employer, the Employer may reject the tender.

#### **B1.2.2.5 Community Liaison Officer**

A Community Liaison Office will be provided by Umuziwabantu Municipality.

#### **B1.2.2.6 Invalid tenders**

Tenders shall be considered invalid and shall be endorsed and recorded as such in the tender opening record, by the responsible official who opened the tender, in the following circumstances:

- a) if the tender offer is not submitted on the Form of Offer and Acceptance bound into this tender document (form C1.1 Form of Offer and Acceptance);
- b) if the tender is not completed in non-erasable ink.
- c) if the offer has not been signed.

- d) if the offer is signed, but the name of the tenderer is not stated or is indecipherable.

**B1.2.2.7 Negotiations with Preferred tenderers**

The Employer may negotiate the final terms of a contract with tenderers identified through a competitive Tendering process as preferred tenderers provided that such negotiation:

- a) does not allow any preferred tenderer a second or unfair opportunity.
- b) is not to the detriment of any other tenderer; and
- c) Does not lead to a higher price than the tender as submitted.

Minutes of any such negotiations shall be kept for record purposes.

**B1.2.2.8 General Supply Chain Management Conditions Applicable To Tenders**

Umuziwabantu Municipality's Supply Chain Management Policy is available to be viewed at the Engineers Office from Monday to Friday 8:30 to 15:00

**B1.2.2.9 UIF Payments**

The tenderer shall submit to Council a letter from the Industrial Council indicating his good standing with regard to UIF payments upon being requested to do so.

**B1.2.2.10 Price Variations**

Refer to Clause 6.8.2 and Clause 6.8.3 of Contract Data to ascertain whether Contract Price adjustment will apply to this contract.

**ANNEX F: STANDARD CONDITIONS OF TENDER  
(AS CONTAINED IN ANNEXURE F OF THE CIDB STANDARD FOR UNIFORMITY IN  
CONSTRUCTION PROCUREMENT)**

**F.1 GENERAL**

**F.1.1 Actions**

**F.1.1.1** The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently.

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

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

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

**F.1.2 Tender Documents**

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

**F.1.3 Interpretation**

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

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

**F.1.3.3** For the purposes of these conditions of tender, the following definitions apply:

- a) Conflict of interest means any situation in which:
  - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially.
  - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
  - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) Comparative offer means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis
- c) corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- d) Fraudulent practice means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) Organization means a company, firm, enterprise, association or legal entity, whether incorporated or not, or a public body
- f) Quality (functionality) means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

**F.1.4 Communication and employer's agent**

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

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

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

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

**F.1.6 Procurement procedures**

**F.1.6.1 General**

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

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**F.1.6.2** Competitive negotiation procedure

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

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

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

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

**F.1.6.3** Proposal procedure using the two stage-system

**F.1.6.3.1** Option 1

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

**F.1.6.3.2** Option 2

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

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

## **F.2 TENDERER'S OBLIGATIONS**

### **F.2.1 Eligibility**

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

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

### **F.2.2 Cost of Tendering**

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

### **F.2.3 Check documents**

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

### **F.2.4 Confidentiality and copyright of documents**

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

### **F.2.5 Reference documents**

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

### **F.2.6 Acknowledge addenda**

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

### **F.2.7 Clarification meeting**

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

### **F.2.8 Seek clarification**

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

**F.2.9 Insurance**

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.

**F.2.10 Pricing the tender offer**

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

**F.2.10.2** Show VAT payable by the employer separately as an addition to the tendered total of the prices.

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

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

**F.2.11 Alterations to documents**

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

**F.2.12 Alternative tender offers**

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

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

**F.2.13 Submitting a tender offer**

**F.2.13.1** Submit one tender offer only, either as a single Tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

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

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

- F.2.13.4** Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer
- F.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "**ORIGINAL**" and "**COPY**". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- F.2.13.6** Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- F.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- F.2.13.8** Accept that the employer 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.
- F.2.13.9** Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.
- F.2.14 Information and data to be completed in all respects**
- Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.
- F.2.15 Closing time**
- F.2.15.1** Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.
- F.2.15.2** Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.
- F.2.1 Tender offer validity**
- F.2.16.1** Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- F.2.16.2** If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.

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

**F.2.16.4** Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

**F.2.17 Clarification of tender offer after submission**

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

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

**F.2.18 Provide other material**

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

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

**F.2.19 Inspections, tests, and analysis**

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

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

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

**F.2.21 Check final draft**

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

**F.2.22 Return of other tender documents**

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

### **F.2.23 Certificates**

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

## **F.3 THE EMPLOYER'S UNDERTAKINGS**

### **F.3.1 Respond to clarification**

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

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

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

### **F.3.2 Issue Addenda**

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

### **F.3.3 Return late tender offers**

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

### **F.3.4 Opening of tender submissions**

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

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

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

**F.3.5 Two-envelope system**

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

**F.3.5.2** Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality. **Two-Envelope System will not be used for this bid.**

**F.3.6 Non-disclosure**

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

**F.3.7 Grounds for rejection and disqualification**

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

**F.3.8 Test for responsiveness**

**F.3.8.1** Determine, on opening and before detailed evaluation, whether each tender offer properly received:

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

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

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

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

### **F.3.9 Arithmetical errors**

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

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

- a) the gross misplacement of the decimal point in any unit rate.
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
  - i) line-item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
  - ii) the summation of the prices.

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

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

- a) If bills of quantities or pricing schedules apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line item total shall govern, and the rate shall be corrected. 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.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices. the total of the prices shall govern, and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

### **F.3.10 Clarification of a tender offer**

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

### **F.3.11 Evaluation of tender offers**

#### **F.3.11.1 General**

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

#### **F.3.11.2 Method 1: Financial offer**

In the case of a financial offer:

- a) Rank tender offers from the most favourable to the least favourable comparative offer. b) Recommend the highest-ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.

- c) Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

#### **F.3.11.3 Methods 2: Financial offer and preference**

In the case of a financial offer and preferences:

- a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11. 7 and F.3.11.8.
- b) Calculate the total number of tender evaluation points ( $T_{EV}$ ) in accordance with the following formula:

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

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

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

#### **F.3.11.4 Method 3: Financial offer and quality**

In the case of a financial offer and quality:

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

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

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

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

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

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

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

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

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

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

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

#### **Quality**

The score for quality is to be calculated using the following formula:

$$W_q = W_2 \times S_o / M_s$$

where:

$W_2$  is the percentage score given to quality and equals 85  
 $S_o$  is the score for quality allocated to the submission under consideration  
 $M_s$  is the maximum possible score for quality in respect to the submission

The quality will comprise scores for the following based on criteria indicated in the respective tender returnable:

- I. A maximum of **50 points** will be awarded for companies and/or jv that have done reinforced concrete bridges or portal culvert projects.
- II. A maximum of **10 points** will be awarded for relevant qualifications and demonstrated experience of the proposed Site Agent with traceable experience in Bridges and roads projects.
- III. A maximum of **5 points** will be awarded for qualifications and demonstrated experience of the proposed Site Foreman with traceable experience in Roads and bridges projects.
- IV. A maximum **10 points** will be awarded for method statement that is relevant to bridges and roads projects.
- V. A maximum **20 points** will be awarded for ownership of the required plant and equipment.
- VI. A maximum **5 points** will be awarded for locality of business address.

Score quality, rejecting all tender offers that fail to score the minimum number of **70% (70 out of 100)** of the points for quality stated in the tender data. Point system for functionality will be as per the table below:

Key aspect of criterion	Basis for points allocation	Score	Max. Points	Verification Method
Experience of the Bidder (Name of traceable reference with contact details to be included for verification)	<b>Five and above completed</b> (Construction of reinforced concrete bridges or in-situ Portal culverts project) . Tenders to submit certified copies of direct letters of appointment by a Municipality or any government entity together with completion and/or practical completion certificate, if extension time was granted contractor should submit a letter of approval for extension of time	50	50	List of Projects (Certified copies of a direct appointment letters by Local Municipality or government entity/Department together with Final completion or practical completion certificates per project to be attached (for each project). In Case the completion is issued by the Engineer, an additional reference letter from the client is to be attached.
	<b>Four completed</b> (Construction of reinforced concrete bridges or in-situ Portal culverts project). Tenders to submit certified copies of direct letters of appointment by a Municipality or any government entity, together with completion and/or practical completion certificate, if extension time was granted contractor should submit a letter of approval for extension of time	40		
	<b>Three completed</b> (Construction of reinforced concrete bridges or in-situ Portal culverts project). Tenders to submit certified copies of direct letters of appointment by a Municipality or any government entity together with completion and/or practical completion	30		

	certificate, if extension time was granted contractor should submit a letter of approval for extension of time			
	<b>Two completed</b> (Construction of reinforced concrete bridges or in-situ Portal culverts project). Tenders to submit certified copies of direct letters of appointment by a Municipality or any government entity together with completion and/or practical completion certificate, if extension time was granted contractor should submit a letter of approval for extension of time	20		
	<b>One completed</b> (Construction of reinforced concrete bridges or in-situ Portal culverts project). Tenders to submit certified copies of direct letters of appointment by a Municipality or any government entity together with completion and/or practical completion certificate, if extension time was granted contractor should submit a letter of approval for extension of time	10		
	<b>Zero completed</b>	0		
Qualifications and experience of Key Personnel <b>(Site Agent)</b>	National Diploma in Civil Engineering with Five and above years' experience or NQF 5. (Civil Engineering, Building Science/Construction Management or any related field)	5	5	Certified Copies of Qualification certificates, <i>certified within 3 months back from the closing date</i> and CV's detailing nature and experience, for each personnel must be attached
	National Diploma in Civil Engineering with three to four years' experience or NQF 5 (Civil Engineering, Building Science/Construction Management or any related field)	3		
	National Diploma in Civil Engineering with one to two years' experience and less than NQF 5 (Civil Engineering, Building Science/Construction Management , or any related field)	1		
<b>(Site Foreman)</b>	National Certificate in Building / Civil Engineering with Five or more years' experience in Building Construction Projects and / or NQF 4: Supervision of Civil Engineering Construction Processes	5	5	
	National Certificate in Building / Civil Engineering with Three to Four years' experience in Building Construction Projects and / or NQF 4: Supervision of Civil Engineering Construction Processes	3		
	National Certificate in Building / Civil Engineering with One to Two years' experience in Building Construction Projects and / or NQF 4: Supervision	1		

	of Civil Engineering Construction Processes			
Construction Method Statement (relevant to the tendered project - maximum 10 pages) The method statement must include the following subheadings: Approach Method, Time Frames, Activities (detailed Construction programme in Gantt Chart or similar format), Construction Administration, Quality Management, Health and Safety	Method statement met all the following requirements, including. <ul style="list-style-type: none"> <li>• Approach Method</li> <li>• Construction Programme - Gantt Chart in Ms Programs (All Correct Activities linking in sequence and Times Frames with critical path)</li> <li>• Quality Management and Health and Safety</li> <li>• Capacity Building &amp; Transfer of Skills</li> </ul>	10	10	Brief (3 Pages Minimum)
	Acceptable method statement. Only provided limited information and Gantt Chart or similar format	5		Brief (3 Pages Minimum)
	No Submission	0		Brief (3 Pages Minimum)
<b>Plant and Equipment (Maximum 20 points)</b>				
<b>Plant &amp; Equipment</b> Having <b>OWN</b> complete construction Plant (proof of ownership must be attached)  Plant Hire will be awarded half-points allocated. Bidder shall provide a letter from a registered Plant Hire Company indicating the	<ul style="list-style-type: none"> <li>• Excavator</li> </ul>	5	<b>20</b>	Certified Proof of ownership Or Certified Logbooks
	<ul style="list-style-type: none"> <li>• 1 x Motor Grader</li> </ul>	5		
	<ul style="list-style-type: none"> <li>• 1 x Roller</li> </ul>	3		
	<ul style="list-style-type: none"> <li>• 1 x Water Tanker</li> </ul>	2		
	<ul style="list-style-type: none"> <li>• 2 x Tipper Trucks</li> </ul>	3		
	<ul style="list-style-type: none"> <li>• 1 x TLB</li> </ul>	2		

list of plant to be hired for the duration of this contract. Such a letter shall be qualified before the <b>Commissioner of Oaths</b>				
Qualifications of Company Director	Both or one of the company directors has submitted any relevant qualification on the built environment i.e. Engineering, QS/Construction Management, Architect, Project management	10	10	A certified copy of higher institution qualification in any field within the built environment and a CV
	No submission	0		
<b>TOTAL POINTS</b>			<b>100</b>	
<b><u>NB: Tenderers are required to submit supporting documents to score full points</u></b>				
<b><u>Tenderers that score less than 70% of the total score allowed for quality will NOT be considered further.</u></b>				

**Financial Offer**

**3 FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**

**3.1. POINTS AWARDED FOR PRICE**

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

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

**80/20 or 90/10**

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

80/20 or 90/10

$$P_s - 80 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right) \quad \text{or} \quad P_s - 90 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

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

#### 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.)***

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)

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

**F.3.11.8 Scoring preferences**

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

**F.3.11.9 Scoring quality**

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

Calculate the total number of tender evaluation points for quality using the following formula:

Where:  $S$  is the score for quality allocated to the submission under consideration?  
 $M_s$  is the maximum possible score for quality in respect of a submission; and  $W_2$  is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

**F.3.12 Insurance provided by the employer**

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

### **F.3.13 Acceptance of tender offer**

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

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

### **F.3.14. Prepare contract documents**

F.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

F.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

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

### **F.3.15 Complete adjudicator's contract**

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

### **F.3.16 Notice to unsuccessful tenderers**

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

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

**F.3.17** Provide copies of the contracts provide to the successful tenderer the number of copies stated in the tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

### **F.3.18 Provide written reasons for actions taken**

Provide upon request written reasons to tenderers for any action that is taken in

applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

## **PART B2: RETURNABLE SCHEDULES**

## UMUZIWABANTU MUNICIPALITY

### TENDER NO. TENDER No UMUZ/10/2026 CONSTRUCTION OF MHLWAZINI ACCESS BRIDGE PHASE 2 IN WARD 2

#### B2.1 LIST OF RETURNABLE SCHEDULES

The tenderer must complete the following schedules:

SCHEDULE	DESCRIPTION	PAGE
	Returnable Schedules that will be incorporated into the contract	
1	Umuziwabantu Supply Chain Management and Procurement policy: <ul style="list-style-type: none"> <li>• Declaration of Good Standing Regarding Tax</li> <li>• Bidder's Details</li> <li>• Declaration of Interest</li> <li>• Contract Form - Past Experience</li> </ul>	39
2	MBD 6.1 Preference Points Claim Form	57
3	MBD 6.2 Declaration Certificate for Local Content Production	64
4	MBD 8 Declaration of Bidder's Past Supply Chain Management Practices	73
6	MBD 9 - Certificate of Independent Tender Document	76
7	Valid Original Tax Clearance Certificate from the South African Revenue Services	78
8	Certificate of Attendance at Clarification Meeting	79
9	Certificate of Authority to Sign Documents	80
10	Record of Addenda to tender Documents	83
11	Proposed Amendments and Qualifications	84
12	Schedule of Work Experience of tenderer	85
13	Schedule of Plant and Equipment	86
14	Site Agent & Foreman	88
15	Day work Schedule	89
16	Programme	91
17	Cash flow	92
18	CSD Proof of Registration	93
19	Schedule of Local Labour Employment	94
20	Contractor's CIDB Registration Certificate	95
21	Compensation Fund Letter of Good Standing Compensation for Occupational Injuries And Diseases Act, 1993 (Act No. 130 Of 1993)	96
22	Letter of Intent for Performance Guarantee	97

23	Company Registration Certificate / Agreement / ID Document	98
25	Audited Annual Financial Statements for the past three years	99
26	Contractors Municipal Rates Clearance Certificate	100
27	Contractor's Certificate of undisputed commitments (only applicable to tenders above R10 Million)	101
<b>DOC</b>	<b>Other documents that will be incorporated into the contract. The offer portion of the C1.1 Offer and Acceptance</b>	
C1.2	Contract Data	107
C1.3	Form of Guarantee	116
C1.4	Occupational Health and Safety Agreement	119
C2.2	Bills of Quantities	128

**SCHEDULE 1: UMUZIWABANTU PREFERENTIAL PROCUREMENT  
AND SUPPLY CHAIN MANAGEMENT POLICY**



**PREFERENTIAL PROCUREMENT POLICY**  
**SUPPLY CHAIN MANAGEMENT POLICY**  
**DECLARATION OF GOOD STANDING REGARDING TAX**

In terms of Section 16 of the Preferential Procurement Policy Framework Act Regulations 2000 (Act No. 5 of 2000) it is a condition of this tender that the successful tenderer's taxation payments must be in order or that suitable arrangements have been made with the Receiver of Revenue: South African Revenue Services to this end and to their satisfaction.

All tenderers are therefore required to submit an Original Valid Tax Clearance Certificate from the South African Revenue Services, which must be attached to the tender document. This Certificate must be valid for a period of 60 (sixty) days, which must be for the period as set out in the Conditions of tender.

In cases of Consortiums, Joint Ventures or Partnerships, each individual must submit the required Certificate aforementioned.

Failure to submit a Valid Original Tax Clearance Certificate will invalidate the tender.

**PARTICULARS OF TAXPAYER/TENDERER**

Name of Taxpayer/tenderer	
Trade Name (if applicable)	
Identification No. (If applicable)	
Co. or CC No. (If applicable)	
Income Tax Reference No	
Vat Registration No	
PAYE NO. (If applicable)	
Rates and Services Acc No	
Umuziwabantu / other	
Person completing form)	
Name	
Address	
Telephone	

SIGNED: \_\_\_\_\_

SIGNED: \_\_\_\_\_

**UMUZIWABANTU MUNICIPALITY**  
**STANDARD FORM FOR TENDERS**

**TENDER No UMUZ/10/2026**

**Closing Date: 15 July 2026**  
**Closing Time: 12h00**

**BIDDERS DETAILS**

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

NAME OF BIDDER	
POSTAL ADDRESS	
STREET ADDRESS	
TELEPHONE NUMBER	
CELLPHONE NUMBER	
FACSIMILE NUMBER	
SIGNATURE OF BIDDER / AUTHORISED REPRESENTATIVE	

**BIDDERS DETAILS**

**MBD 1**

**UMUZIWABANTU MUNICIPALITY  
STANDARD FORM FOR BIDS**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE UMUZIWABANTU MUNICIPALITY</b>			
<b>BID NUMBER:</b>	UMUZ/10.2026	<b>CLOSING DATE:</b>	15 JULY 2026
<b>CLOSING TIME:</b>	12H00		
<b>DESCRIPTION</b>	CONSTRUCTION OF MHLWAZINI ACCESS BRIDGE PHASE 2 IN WARD 2		
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>			
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT 10 Murchison Street, Harding			
<b>SUPPLIER INFORMATION</b>			
NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
TAX COMPLIANCE STATUS	TCS PIN:	<b>OR</b>	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT	SUPPLYCHAIN MANAGEMENT	DEPARTMENT	TECHNICAL SERVICES
CONTACT PERSON	Mr Loyiso Ndawonde	CONTACT PERSON	Ms Nonjabulo Madlala
TELEPHONE NUMBER	039 433 3565	TELEPHONE NUMBER	039 433 3543
E-MAIL ADDRESS	<a href="mailto:Indawonde@umuziwabantu.gov.za">Indawonde@umuziwabantu.gov.za</a>	E-MAIL ADDRESS	<a href="mailto:nmadlala@umuziwabantu.gov.za">nmadlala@umuziwabantu.gov.za</a>

## **PART B TERMS AND CONDITIONS FOR BIDDING**

<p><b>1. BID SUBMISSION:</b></p> <p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</b></p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. THE BID OFFER MUST BE SIGNED BY A PERSON AUTHORIZED TO SIGN ON BEHALF OF THE BIDDER.</p> <p>1.5. A BIDDER WHO SUBMITTED A BID AS A JOINT VENTURE HAS INCLUDED AN ACCEPTABLE JOINT VENTURE AGREEMENT WITH HIS/HER BID;</p> <p>1.6. ONLY A CONSOLIDATED B-BBEE CERTIFICATE, ISSUED BY A SANAS APPROVED VERIFICATION AGENCY, WILL BE ACCEPTABLE FOR THE CLAIMING OF PREFERENCE POINTS WHERE BIDDERS SUBMITTED THEIR BID AS A JOINT VENTURE / CONSORTIUM.</p> <p>1.7. A BIDDER, WHO IS A JOINT VENTURE, HAS INCLUDED MBD 4, 8 &amp; 9 FOR EACH ENTITY IN THE JOINT VENTURE / CONSORTIUM WITH HIS/HER BID</p> <p>1.8. THE BIDDER OR A COMPETENT AUTHORISED REPRESENTATIVE OF THE CONTRACTOR WHO SUBMITTED THE BID HAS ATTENDED THE COMPULSORY CLARIFICATION MEETING OR SITE INSPECTION;</p>
<p><b>2. TAX COMPLIANCE REQUIREMENTS</b></p> <p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>

**3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  YES  NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?  YES  NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  YES  NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  YES  NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  YES  NO

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

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

DATE:.....

**4. CERTIFIED BANKING DETAILS FORM**

This form needs to be completed, and certified by the appropriate Banking Institution

Name of Account Holder (Name under which Account is operated)

Account Type (Cheque/Savings, etc.)

Name of Banking Institution

Branch Name

Branch Code (6 Digits)

Banking Account Number

---

Please place Bank stamp here

Received and stamped by (Name in Block Letters)

Signature of Bank Official

--	--

**5. TYPE OF BUSINESS**

Please tick the appropriate box

Public Company (Pty) Ltd	
Close Corporation CC	
Sole Proprietor	
Partnership	
Trust	
Co-operative	
Voluntary Associations	

\*Please ensure to attach a certified copy of the appropriate document dependent on type e.g. Public Co. to attach certified copy of Certificate of Incorporation.

**6. PREVIOUS BUSINESS INFORMATION**

4.1 Did your business exist under a previous name?    Yes                          No   

4.2 If "Yes", what was the previous business name?

4.3 Reasons for name change

.....

.....

.....

**7. CLASSIFICATION OF BUSINESS** (Please see Annexure 1: Page 42)\*

7.1 Classification for Umuziwabantu Municipal Supplier Database **(Mandatory)**

Core Business Area	Sub-Sector

\*Please refer to ANNEXURE 1 FOR A COMPREHENSIVE LIST OF Core Areas and their corresponding Sub-Sectors.

## ANNEXURE 1

**SUPPLY CHAIN MANAGEMENT - PRINCIPLE BUSINESS ACTIVITIES**  
**NB: SELECT ONLY THREE COMMODITIES. PLEASE TICK NEXT TO EACH COMMODITY**

<b>CONSTRUCTION</b>			
33KV CABLE FAULTS		KIOSKS-FIBREGLASS	Precast Concrete kerbs paving
AIR CONDITIONERS NEW		Light Fittings	Public Housing & In-site Upgra
BUILDING RENOVATIONS/REPAIRS		LINKSTICKS	Refuse containers skips and b
Building reticulation		Locate Cable Faults - HV	Reinforced Concrete Structures
Building Works		Locate Cable Faults - LV	RELAY SPECIALIST
Cable Faults - HT		Loudhailers	Road & Stormwater
Cable Faults - LT		Low Voltage Panels	Road Maintenance/Rehabilitatio
CABLE FAULTS-LOCATING ONLY		Low Voltage Service Connection	ROAD RE-INSTATEMENT
Cables & Overhead Conductors		Major Roads - Arterials	Stormwater Maintenance System
Carpets/FLOOR STRIPP		MANHOLE COVERS	Street Lighting - Design & Pro
Civil engineering works		Masonry Products	Street Lighting Maintenance &
Concrete Pipes		Medium & High Voltage Switchge	Street Name signs
CONSTRUCTION		Medium & Low Voltage Reticulat	Streetlight Poles
Electrical Minor Repairs		Medium & Low Voltage Technical	Streetlights Fittings/Floodlig
Electricity Energy Meters		Medium Voltage Circuit Breaker	Structural Remedial Works & Ma
ENGINEERING AND WELDING		METER ACCURACY TESTING	Structural Steel Structures
FENCING -CONCRETE PALISADE		Meters - Electric	SUBSTATION BASES
FENCING-STEEL		Meters - Water	SUBSTATION MAINTENANCE
GABION BASKETS		MINI SUB SPLINTS	Terminations
GROUND MARKING		Minor Roads - Urban	Transformers & Miniature Subst
High Medium & Low Voltage Net		Overhead high voltage transmis	TRELIDOOOR
High & Medium Voltage Network		Overhead Line Products	ABC CABLES
High Voltage Substation - plan		PARKHOMES (Mobile prefab build	CONLOG BOXES
High Voltage Technical & Safet		Pavement Design - Road mainten	FIBRE GLASS KIOSK BOX COVERS
Hire Plant & Equipment		Pavement Design - Roads	GLASS-ALUMIN/DOOR WINDOWS
HV Cable - Planning Design &		PIPE JACKING ELECTRICAL UNDERG	Timber Structures
HV Overhead Head Transmission		Plumbing Contractors	Water Retaining Structures
Installation of Fencing		Plumbing Supplies	WEHOLITE PIPES-STORMWATER
JET CLEANING		Power installations	
<b>SERVICES</b>			
ACCOMMODATION		Printers	BATTERIES-VEHICLES ONLY
ADVERTISING- DURBAN AREA		PRINTING	BEDDINGS AND ACCESSORIES
ADVERTISING-BALLITO AREA		PRINTING-JOB CARD/LEAV BUSINESS	BELL AGENTS
ADVERTISING-STANGER AREA		PROPSHAFTS	BOAT REPAIRS-ACCESSORIES
ADVERTISING-ZULU		Protective Clothing	BOILER ASH
AIR CON REPAIRS		Public Address Systems	BOLTS AND NUTS
Architectural Maintenance		RECORDING EQUIPMENT	BUILT IN CUPBOARDS
BRANDING		Recreational & Sporting Facilitation	BUNKER GEAR BAGS
Brochures		Refreshments	BUS BUILDERS
Catering Services		Repair and supply of Tyres	CABLE REPAIRS TO MACHINERY
Cleansing Materials		REPAIR TO WELDING MACHINE	Compressed Air Gas and Vacuum
Courier Services		Repairing of Pools	CRANE REPAIRS
Environment Management Systems		Repairs of communication device	Cranes & Hoists
Environmental Impact Assessmen		RETREAD TYRES	DRAINING OF SEPTIC TANKS
Environmental Planning		RIM REPAIRS	ECARD/STS/RIBBON REPAIR EXISTING
EVENTS & CORPORATE		SAFETY EQUIPMENT	ENGIN CLEARANCE
Horticultural design		SECURITY	ENGINE OVERHAUL
HOTEL AND CONFERENCE		Security installations	EXHAUST REPAIRS
INTERCOM SYSTEMS AND SECURITY		SERVICE OF HEAVY DUTY VEHICLES	Fax machines
IT EQUIPMENT-FAXES/SHREDDRS/ET		SERVICING OF LIGHT DUTY VEHICLE	FILES 07003
IT RELATED ACCESSORIES		SF6 GAS	FIRE EXPANDOL FOAM
IT RELATED NETWORK LINES/PROBL		SHARK NETS PROTECTION	FIRE RELATED TOOLS/EQUIPMENTS
IT RELATED NETWORK LINES/PROBL		SLASHER AGENT-SPARES ETC	FIRE RESCUE TOOLS (SPECIALIZED
IT RELATED PRINTER REPAIRS ONL		Sound Systems/ Marquees	FIRE SPILLAGE
IT RELATED RADIO LINKS		Standby Generator installation	General refrigeration
JEEP GRAND CHEROKEE B6 DIESEL		Stationery suppliers	Grass Cutting
LAMINATING MACHINE		STICKERS AND POSTERS	Herbicides
Landscape Design		Telephone & Communication insta	HT/LV GLOVES

LAUNDRY SERVICES		TOILET HIRE		Hydrolic Pipes	
LEARNER LICENCE BOOKS		TOWING OF VEHICLES		HYDROLOGICS	
LIFESAIVING APPARATUS/EQUIP		TOYOTA AGENTS		HYDROPONIC TUNNELS	
Liquefied Gas (LPG)		TRACTOR SPARES REPAIRS & SERVICES		INJECTOR PUMPS & INJECTORS	
Locksmith		TRAFFIC FINE BOOKS PRINTERS		PUNCTURES	
LOUDHAILERS		TRAINING INSTITUTES		SURGICAL DISPOSABLE CONTAINERS	
MAINTAINANCE FREE BATTERY		TRANSPORT- AND TRAVELS		SURGICAL GLOVES-BIOTEX	
MECHANICAL BREAKDOWN-EMERGENCY		TREE FELLING		SURGICAL SUPPLIES	
MEGGER AGENTS		UPHOLSTERY		SUSPENSION SPRINGS	
MITSUBISHI AGENTS		UPS		Tables, Chairs, cabinets etc	
Mobile Phones		USED SPARES		TACHO/SPEEDO	
MOTOR ENGINEERING		VACCUME CLEANERS		TORCH BATTERIES	
NISSAN AGENTS		VEGETABLE SEED		WATERPROOFING	
NISSAN AGENTS(TRUCK DIVISION)		VEHICLE ACCESSORIES		WELDING	
NPR ISUZU 400 SERVICE/REPAIR		VIP PAYROLL		WELDING/ENG SPECIALIZED WORKS	
NUMBER PLATES & SIGNS		VOLVO AGENTS		Wheel Alignment - HD	
OB BOOKS		VW AGENTS		Wheel Alignment - Light duty	
Panel Beating		ACID RESISTANT OVERALLS		WINDOW/VEHICLE TINT	
PAUPER BURIAL		AIRCONS-VEHICLES REPAIRS/REGAS		WINDSCREEN REPAIRS/CANOPIES	
PESTICIDES/FUMIGATIONS		ALLISON AGENTS		WIRING OF VEHICLES	
Photocopiers		Armature Winding		YAMAHA AGENTS	
PLASTICS FOR LIBARIES		AUTO VALET		YAMAHA/STIHLE AGENTS- PRODUCT	
PRESSURE CLEANER		BANDIT STRAP TOOL			
<b>PROFESSIONAL SERVICES</b>					
ACTUARIAL CONSULTANTS		Provision of legal services		Transportation Policy	
ARCHITECTS		Public Relations & Graphics		Urban design	
AUDIT AND FINANCIALS		Public Transport Planning		Urban Spatial Economics	
Basic quantity surveying service		Social Economic Planning & Res		Valuation service provider	
CIVIL CONSULTANTS		Software and software developm		VALUATIONS	
ELECTRICAL CONSULTANTS		Software developers		CERTIFICATES FOR APPOINTMENTS	
Geological studies and investigation		Spatial Analysis		Community Facilitation & Participation	
GEOTECHNICAL ENG. CONSULTANTS		Strategic Planning		DOCUMENT SOLUTION	
Information Technology Consultants		STRUCTURAL CONSULTANTS		ECONOMIC DEVELOPMENT	
Land Survey		Traffic Management		GEOSYNTHETIC MATERIAL	
MONITORING AND EVALUATION		Traffic Operations		INDIGIENT SUPPORT	
Planning Policy & Legal		Traffic Survey / Data Collecti		Quality of Supply Equipment	
PROJECT MANAGEMENT		Transport Economics		SURVEY BASED RESEARCH	
PROPERTY DEVELOPMENT		Transport Modelling		TEST STATION EQUIP-CALIBRATION	
<b>WHOLESALEERS / TRADERS</b>					
AGRICULTURAL EQUP/FERTIL		HESSIAN BAGS/SAND BAGS/BULK BA		Software suppliers	
AUCTIONEERS		ISUZU AGENTS		SUBSTATION PADLOCKS	
AUDIO & VISUALS EQUIPMENT		ISUZU REPAIRS		Supply of Bitumen & Emulsions	
Auto electrical		KITCHENWARE		Supply of hot bituminous aspha	
Building Material		LANDROVER AGENTS		Traffic Signs	
BUS HIRING SERVICES		MEAL VOUCHERS		APPLIANCES	
C TRACK SERVICES		Mechanical Spares		AQUATIC EQUIPMENT	
CHAINSAW PROTECTIVE CLOTHING		Milk		BULLIT PROOF VESTS	
Chlorine		OFFICE AUTOMATION		COBBLES	
CLUTCH AND BRAKE REPAIRS		OFFICE EQUIPMENT		CRUSHER RUN/STONES	
CLUTCH OVERHAUL AND RPAIRS		OFFICE FURNITURE		Decorative & Festive Lighting	
CONSUMABLES		OIL		FLAGS-VARIOUS COUNTRIES	
CORPORATE CLOTHING-SPORTS		OIL SAMPLES		General hardware & supplies	
Curtains/Blinds		Paint Suppliers		GRASS	
DIFF & GEARBOX		Parts		GREY STEEL LOCKERS	
DRIVING SCHOOL		PLASTIC FURNITURE-MANUFACTURES		Hard Hats	
Electrical Material		PREPAID ELECTRICITY		Supply of materials	
EMERGENCY SERVICES UNIFORMS		RADIO REPAIRS-MOBIL/REPEATERS		Supply of new vehicles	
FIRE TRUCK AGENTS		RADIOS-PORTABLE & MOBILE		Supply of plants	
FORD AGENT		ROAD MARKING SIGNS		Supply of Refuse Bags	
Fuel		Road Signs		Traffic Vehicles	
FURNITURE AND EQUIPMENT		SKIP HIRE		Traffic Vehicles	
General Electrical Spares/Prod		SMALL TOOLS AND EQUIP		WATER COOLER LEASE	

**8. BUSINESS INFORMATION**

Please indicate your appropriate Sector

Agriculture	
Mining and Quarrying	
Manufacturing	
Electricity, Gas and Water	
Construction	
Retail, Motor Trade and Repair	
Wholesale Trade, Commercial	
Catering, Accommodation, Other	
Transport and Storage	
Finance and Business Services	
Community, Social and Personal	

**9. PROPRIETORS/SHAREHOLDERS/PARTNERS/SOLE PROPRIETORS/TRUSTEES/OWNER**

Please list all owners (as listed above). If insufficient space, kindly attach a copy of this page signed by the person who signs on behalf of the business.

Name	ID No.	Shareholding %	Gender M/F	Youth	Disabled

**10. PREVIOUS EXPERIENCE** (If applicable)

Please list the municipal contracts awarded to you over the last 5 years or other previous experience related to your core business

Employer/ Department	Contact Person and Telephone No.	Contract Value in Rands	Completed Successfully (Yes/No)	Year

---

**11. PLEASE INDICATE ANY OWNER WHO HAS A CONTROLLING OWNERSHIP INTEREST  
IN ANOTHER BUSINESS**

<b>Name of Owner</b>	<b>Name and Address of Other Business</b>	<b>Position Held</b>	<b>Business Type</b>	<b>% of Ownership</b>

---

**12. VERIFICATION OF INFORMATION SUPPLIED RELATING TO REFERENCES THAT THE APPLICANT/BUSINESS MAY APPLY FOR**

I/We, the undersigned, who warrant/s that I/We are duly authorized to do so on behalf of the supplier, certify/ies that the information supplied in terms of this document including the Annexure(s) with additional information, is correct and accurate and acknowledge/s that:

1. The supplier will be required to furnish documentary proof of the information relating to preferences, if requested to do so.
  
2. If the information supplied is found to be incorrect, then Umuziwabantu Municipality may, in addition to any remedies it may have:
  - (i) Disqualify the supplier/contractor for a particular bid/contract/project it may be considered for, or which had been awarded to the supplier/contractor.
  - (ii) Recover from the supplier/contractor for all costs, losses or damages incurred or sustained by Umuziwabantu Municipality as a result of breach of contract.
  - (iii) Cancel the contract and claim any damages which Umuziwabantu Municipality may suffer by favourable arrangements after such cancellation; and
  - (iv) De-register the supplier registered on the Supplier Database.

Signed on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ at \_\_\_\_\_  
before the Commissioner of Oaths

\_\_\_\_\_  
Signature of Authorised Representative

\_\_\_\_\_  
Name in Block Letters

\_\_\_\_\_  
Supplier's Name

Signed and affirmed to before me at \_\_\_\_\_ on this  
\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by the deponent who has  
acknowledged that he/she knows and understands the contents of this document, and he/she has  
acknowledged that he/she has no objections to affirming that he/she regards the affirmation to be  
binding on his/her conscience.

\_\_\_\_\_  
Commissioner of Oaths

\_\_\_\_\_  
Full Name

\_\_\_\_\_  
Capacity

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Area

**ANNEXURE 2**

**REQUIRED DOCUMENTATION CHECKLIST**

Please ensure that all documents listed below are attached (where applicable) to the Registration Form.

**ALL** documentation is to be provided in its original format or certified copies except Tax Clearance Certificate.

**ATTACHED**

**(Please tick appropriate box)**

<b>Document Name</b>	<b>Yes</b>	<b>No</b>
Original valid Tax Clearance Certificate	<input type="checkbox"/>	<input type="checkbox"/>
Original or certified copy of VAT registration certificate	<input type="checkbox"/>	<input type="checkbox"/>
Company Registration Certificate	<input type="checkbox"/>	<input type="checkbox"/>
Company Resolution of Signatories	<input type="checkbox"/>	<input type="checkbox"/>
Original or Certified Copy "Letter of Good Standing" from Workmen's Compensation Commissioner or its Agent	<input type="checkbox"/>	<input type="checkbox"/>
Proof of Banking details <i>(Cancelled cheque or letter confirming banking details from the banking institution)</i>	<input type="checkbox"/>	<input type="checkbox"/>
Most recent municipal accounts for your business location or your personal residence, i.e. rates, water, refuse, electricity (if applicable) and levy registration confirmation letter	<input type="checkbox"/>	<input type="checkbox"/>
Certified copies of ID documents of Directors/Owners/Shareholders	<input type="checkbox"/>	<input type="checkbox"/>
Accreditation Certificates: Registration to professional bodies, e.g. RMI, SETA, PSIRA, IOPSA, NHBRC, CIDB, copy of Certificate of Acceptability for Food Premises	<input type="checkbox"/>	<input type="checkbox"/>
BBBEE Certificate from the registered Auditors IRBA/Accounting Officer (as contemplated in Section 60 of the Close Corporation Act, Act No. 69 of 1984) or a SANAS accredited verification agency <i>(certified copy or original)</i>	<input type="checkbox"/>	<input type="checkbox"/>

## **MBD 2 TAX CLEARANCE REQUIREMENTS**

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

In order to meet the requirements bidders are required to complete in full the attached TCC1 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

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

The Certified copy of a tax certificate with a pin number **must** be submitted together with the bid.

In the bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

Copies of the TCC "Application for a "Tax Clearance Certificate" forms are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za)

Applications for the Tax Clearance Certificate may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).

## MBD 4 DECLARATION OF INTEREST

(Please circle the applicable answer)

1. No bid will be accepted from persons in the service of the state\*. 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 and/or take an oath declaring his/her interest.

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

Full Name.....

Identity Number:.....

Company Registration Number: .....

Tax Reference Number:.....

VAT Registration Number: .....

Are you presently in the service of the state\* YES / NO

If so, furnish particulars.

.....

.....

Have you been in the service of the state for the past twelve months? YES / NO

If so, furnish particulars.

.....

.....

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

If so, furnish particulars.

.....

---

\* SCM 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.

.....

Are you, aware of any relationship (family, friend, other) between a 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**

If so, furnish particulars.

.....  
.....

Are any of the company's directors, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

If so, furnish particulars.

.....  
.....

Are any spouse, child or parent of the company's directors, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

If so, furnish particulars.

.....  
.....

**CERTIFICATION**

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

ACCEPT THAT THE COUNCIL MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
SIGNATURE

.....  
DATE

.....  
POSITION

.....  
NAME OF BIDDER

### **MBD 5.1 CONTRACT FORM – PAST EXPERIENCE**

Bidders must furnish hereunder details of similar works / service, which they have satisfactorily completed in the past. The information shall include a description of the works, the contract value and the name of the employer. Traceable completion Certificates to be attached

EMPLOYER	NATURE OF WORK	VALUE OF WORK	DURATION AND COMPLETION DATE	EMPLOYER CONTACT NO

DATE \_\_\_\_\_

SIGNATURE OF BIDDER \_\_\_\_\_

**MBD 5.2**  
**CONTRACT FORM – PAST EXPERIENCE WITH UMUZIWABANTU MUNICIPALITY**

Bidders must furnish hereunder details of similar works / service, which they have satisfactorily completed in the past. The information shall include a description of the works, the contract value and the name of the employer.

**PREVIOUS AND / OR CURRENT PROJECTS UNDERTAKEN WITH UMUZIWABANTU**

<b>PROJECT NAME</b>	<b>VALUE OF WORK</b>	<b>CONTRACT START DATE</b>	<b>ANTICIPATED / ACTUAL COMPLETION DATE</b>

.....  
DATE

.....  
SIGNATURE OF BIDDER

**SCHEDULE 2: MBD 6.1 PREFERENCE POINTS CLAIM FORM**

**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.**

**2. GENERAL CONDITIONS**

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

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

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

*(delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 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.

2.3 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.

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

The maximum points for this tender are allocated as follows:

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

2.5 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.

2.6 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.

**3. 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).

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

##### 4.3. 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:

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

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{min}$  = Price of lowest acceptable tender

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

###### 4.4.1. POINTS AWARDED FOR PRICE

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

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

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{max}$  = Price of highest acceptable tender

#### 5. POINTS AWARDED FOR SPECIFIC GOALS

- 5.1. 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:
- 5.2. 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—

- (c) 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
- (d) 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)

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

9.1 Name of company/firm .....

9.2 VAT registration number :.....

9.3 Company registration number :.....

**9.4 TYPE OF COMPANY/ FIRM**

- Partnership/Joint Venture / Consortium
  - One-person business/sole propriety
  - Close corporation
  - Company
  - (Pty) Limited
- [TICK APPLICABLE BOX]

**9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**9.6 COMPANY CLASSIFICATION**

- Manufacturer
  - Supplier
  - Professional service provider
  - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business?

.....

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.

- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser 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) restrict the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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

**WITNESSES:**

1. ....

SIGNATURE(S) OF TENDERER(S)

2. ....

DATE:.....

ADDRESS:.....

.....

.....

**SCHEDULE 3: MBD 6.2 DECLARATION CERTIFICATE FOR LOCAL  
PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

## MBD 6.2

### DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

#### 1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

- x is the imported content in Rand  
y is the bid price in Rand excluding value added tax (VAT)

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

**The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.**

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation.

**2. Definitions**

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals.
  - 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
  - 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state.
  - 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content.
  - 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
  - 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
  - 2.7. **“local content”** means that portion of the bid price, which is not included in the imported content, provided that local manufacture does take place.
  - 2.8. **“Stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
  - 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
- 3. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
Ready Mixed Concrete	100%
Reinforcing Steel Bars	100%
Precast Concrete Portal Culverts	100%
Gabions	100%

5. Does any portion of the services, works or goods offered have any imported content?  
 (Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za).

Indicate the rate(s) of exchange against the appropriate currency in the table below:

<b>Currency</b>	<b>Rates of exchange</b>
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

5. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the DTI must be informed accordingly in order for the DTI to verify and in consultation with the Accounting Officer / Accounting Authority provide directives in this regard.

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

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

**IN RESPECT OF BID NO.** .....

**ISSUED BY:** (Umuziwabantu Municipality):

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thedti.gov.za/industrialdevelopment/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
  - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011;
- (c) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

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

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.**

- (d) I accept that the Umuziwabantu Municipality has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Umuziwabantu Municipality imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_



SATS 1286.2011

Annex D

**Imported Content Declaration - Supporting Schedule to Annex C**

(D1) Tender No:		Note: VAT to be excluded from all calculations
(D2) Tender description: For the Provision of Construction Services for the Design and Installation of electric fence at CSIR Cottesloe Campus		
(D3) Designated Products: Steel, electric cables and telecom cables		
(D4) Tender Authority:	CSIR	
(D5) Tendering Entity name:		
(D6) Tender Exchange Rate:	EU <input type="text"/> GBP <input type="text"/>	

A. Exempted imported content				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value											

This total must correspond with Annex C

B. Imported directly by the Tenderer				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
(D32) Total imported value by tenderer											

C. Imported by a 3rd party and supplied to the Tenderer				Calculation of imported content						Summary	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3rd party											

D. Other foreign currency payments					Summary of payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments	
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)	
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party						

Signature of tenderer from Annex B \_\_\_\_\_

Date: \_\_\_\_\_

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above

This total must correspond with Annex C - C 23

SATS 1286.2011

## Annex E

### Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	
(E2)	Tender description:	
(E3)	Designated products:	
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	

**Note:** VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
	(E9) Total local products (Goods, Services and Works)		

(E10)	<b>Manpower costs</b> (Tenderer's manpower cost)	
(E11)	<b>Factory overheads</b> (Rental, depreciation & amortisation, utility costs, consumables etc.)	
(E12)	<b>Administration overheads and mark-up</b> (Marketing, insurance, financing, interest etc.)	

(E13) Total local content

**This total must correspond with Annex C - C24**

Signature of tenderer from Annex B

Date:

**SCHEDULE 4: MBD 8 DECLARATION OF BIDDER'S PAST SUPPLY  
CHAIN MANAGEMENT PRACTICES**

**MBD 8 DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

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

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

## **SCHEDULE 6: FORM MBD – 9 (CERTIFICATE OF INDEPENDENT TENDER DETERMINATION)**

### **CERTIFICATE OF INDEPENDENT TENDER DETERMINATION**

I, the undersigned; in submitting the accompanying tender:

---

(tender Number and Description)

in response to the invitation for the tender made by:

---

(Name of Institution)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of tenderer)

1. I have read and understand the contents of this Certificate.
2. I understand that the accompanying tender will be disqualified if this Certificate is found not to be true and complete in every respect.
3. I am authorized by the tenderer to sign this Certificate, and to submit the accompanying tender, on behalf of the tenderer.
4. 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.
5. 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
6. 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<sup>3</sup> will not be construed as collusive Tendering

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a 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.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this tender invitation relates.
9. The terms of the accompanying tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of tenderer**

## **SCHEDULE 7: TAX CLEARANCE CERTIFICATE**

**[The Tenderers shall attach a Valid Original Tax Clearance Certificate. Failure to submit a Valid Original Tax Clearance Certificate will invalidate the tender]**

## SCHEDULE 8: 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 at Umuziwabantu Municipality, in Harding Offices

on 24 June 2026 starting at 11h00.

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

**Particulars of person(s) attending the meeting:**

Name \_\_\_\_\_ Signature \_\_\_\_\_

Capacity \_\_\_\_\_ Date & Time \_\_\_\_\_

**Attendance of the above persons at the meeting is confirmed by the Employer's representative, namely:**

Name \_\_\_\_\_ Signature \_\_\_\_\_

Capacity \_\_\_\_\_ Date & time \_\_\_\_\_

Official Stamp

## SCHEDULE 9: CERTIFICATE OF AUTHORITY TO SIGN DOCUMENTS

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

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### A. Certificate for company

I, \_\_\_\_\_, chairperson of the board of directors of \_\_\_\_\_ hereby confirm that by resolution of the board (copy attached) taken on \_\_\_\_\_, Mr/Mrs \_\_\_\_\_ acting in the capacity of \_\_\_\_\_, was authorised to sign documents in connection with this tender and any contract resulting from it on behalf of the company.

As witness:

1. \_\_\_\_\_  
\_\_\_\_\_  
Chairman

2. \_\_\_\_\_  
\_\_\_\_\_  
Date

### B. Certificate for Partnership

I, the undersigned, being the key partners in the business trading as \_\_\_\_\_  
 \_\_\_\_\_  
 hereby authorise Mr/Mrs \_\_\_\_\_  
 acting in the capacity of \_\_\_\_\_, to sign all documents in connection with the tender 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.

**C. Certificate for Joint Venture**

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

Mr/Ms \_\_\_\_\_ as authorised signatory of the  
company \_\_\_\_\_

\_\_\_\_\_, acting in the capacity of lead partner, to

sign all documents in connection with this tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY

**Note: A copy of the Joint Venture Agreement showing clearly the percentage contribution of each partner to the Joint Venture shall be appended to this schedule.**

**D. Certificate for Sole Proprietor**

I, \_\_\_\_\_, hereby confirm that I am the sole owner of the  
business trading as \_\_\_\_\_

As witness:

1. \_\_\_\_\_ Signature: sole owner

2. \_\_\_\_\_ Date \_\_\_\_\_

**E. Certificate for Close Corporation**

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

as \_\_\_\_\_ hereby authorise

Mr/Mrs \_\_\_\_\_ acting in

the capacity of \_\_\_\_\_, to sign all documents in connection  
with this tender and any contract resulting from it on our behalf.

---

NAME	ADDRESS	SIGNATURE	DATE

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

### SCHEDULE 10: RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer: **Failure to acknowledge receipt, record and attach addenda to tender documents will invalidate your tender:**

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

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

tenderer \_\_\_\_\_

## SCHEDULE 11: PROPOSED AMENDMENTS AND QUALIFICATIONS

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

The tenderer's attention is drawn to clause F.3.8 of the Standard Conditions of tender referenced in the tender Data regarding the employer's handling of material deviations and qualifications.

If no deviations or modifications are desired, the Schedule hereunder is to be marked NIL and signed by the tenderer.

No alternative tender will be considered unless a tender free of qualifications and strictly on the basis of the tender Documents is also submitted.

Page/ item	Proposal

Number of sheets appended by the tenderer to this schedule .....(If nil enter NIL)  
(Enter number in word form: e.g. TEN)

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

tenderer \_\_\_\_\_

## SCHEDULE 12: SCHEDULE OF WORK EXPERIENCE OF TENDER

Tenderers shall insert in the Schedule hereunder details of similar works bridges and roads successfully carried out by them of a similar nature to that for which their tender is submitted. Failure to complete this Schedule will be taken to indicate that the tenderer has no experience in this class of work and therefore invalidate your tender. **Tenderers must attach copies of appointment letters and completion certificates as proof of work experience**

COMPLETED CONTRACTS				
Employer (Name, Tel, Fax, Email)	Consulting Engineer (Name, Tel, Fax, Email)	Nature Of Work	Value of Work R(M)	Date Completed
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				

Attach additional pages if more space is required.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

tenderer \_\_\_\_\_

### SCHEDULE 13: SCHEDULE OF PLANT AND EQUIPMENT

Tenderers shall state below what construction plant will be available for available for this Contract. The tenderer shall differentiate, if applicable, between construction plant immediately available and construction plant which will become available by virtue of outstanding orders and indicate what further construction plant will be acquired or hired for the work should the tenderer be awarded the Contract.

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

CONSTRUCTION PLANT IMMEDIATELY AVAILABLE			
Description	Size	Capacity	Number

Attach additional pages if more space is required.

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

CONSTRUCTION PLANT THAT WILL BE ACQUIRED / HIRED					
Description	Arrangements Made	Delivery Date	Size	Capacity	Number

Attach additional pages if more space is required.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

tenderer \_\_\_\_\_

### SCHEDULE 14a: SITE AGENT

Tenderers must complete the questionnaire hereunder giving full details of the Site Agent who will be employed on the project.

FULL NAME OF SITE AGENT: \_\_\_\_\_

HOW LONG HAS HE BEEN WITH YOUR COMPANY (YEARS)? \_\_\_\_\_

WILL HE BE USED FULL TIME ON THIS CONTRACT? YES/NO

WILL HE ATTEND ALL REGULAR SITE MEETINGS? YES/NO

DETAIL BELOW THE QUALIFICATIONS OF THE SITE AGENT:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NQF RATING \_\_\_\_\_

**Attach full CV and certified copies of qualification certificates**

DETAIL BELOW THE RELEVANT EXPERIENCE OF THE SITE AGENT ON SIMILAR PROJECTS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Tenderer \_\_\_\_\_

### SCHEDULE 14b: FOREMAN

Tenderers must complete the questionnaire hereunder giving full details of the Foreman who will be employed on the project.

FULL NAME OF FOREMAN: \_\_\_\_\_

HOW LONG HAS HE BEEN WITH YOUR COMPANY (YEARS)? \_\_\_\_\_

WILL HE BE USED FULL TIME ON THIS CONTRACT? YES/NO

WILL HE ATTEND ALL REGULAR SITE MEETINGS? YES/NO

DETAIL BELOW THE QUALIFICATIONS OF THE FOREMAN:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NQF RATING \_\_\_\_\_

**Attach full CV and certified copies of qualification certificates**

DETAIL BELOW THE RELEVANT EXPERIENCE OF THE FOREMAN ON SIMILAR PROJECTS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Tenderer \_\_\_\_\_

## SCHEDULE 15: DAYWORK SCHEDULE

This Day work Schedule will be used at the discretion of the Engineer for valuation of extra work which cannot conveniently be valued at rates submitted in the Bill of Quantities. All price rates shall be exclusive of VAT.

The rates entered for labour and materials shall be exclusive of overhead charges and profit, site supervision of staff, insurance, holidays with pay and use and maintenance of small hand tools and non-mechanical plant, travelling allowances, other emoluments and allowances. Provision will be made for the insertion of percentages to cover all these items which are henceforth termed "on-costs", consumable stores, maintenance, etc.

In the case of plant no "on-costs" item is provided. The rate entered shall include any of the above "on-costs" which are pertinent and shall include profit, operator's costs, consumable stores, maintenance, depreciation, etc.

**Failure to complete this Schedule may result in the tender not being considered.**

### A. LABOUR

Normal Working Time:

1	Labourers	R .....	per hour plus	.....%	"On-Cost"
2	Gangers	R .....	per hour plus	.....%	"On-Cost"
3	Tradesmen	R .....	per hour plus	.....%	"On-Cost"
4	Other				
	(a) .....	R .....	per hour plus	.....%	"On-Cost"
	(b) .....	R .....	per hour plus	.....%	"On-Cost"

Overtime

1	Labourers	R .....	per hour plus	.....%	"On-Cost"
2	Gangers	R .....	per hour plus	.....%	"On-Cost"
3	Tradesmen	R .....	per hour plus	.....%	"On-Cost"
4	Other				
	(a) .....	R .....	per hour plus	.....%	"On-Cost"
	(b) .....	R .....	per hour plus	.....%	"On-Cost"

**B. PLANT**

DESCRIPTION	TYPE	ESTABLISHMENT AND DESTABLISHMENT COST	RATE PER HOUR	
			WORKING	STANDING
Trucks and ADTs				
Bulldozers				
Excavators				
Tractor & Trailer				
Loaders				
Graders				
Tractor – Loader – Backhoe				
Water Pumps and Leadings				
Compressor including Hammers and Hoses				
Other				

**C. MATERIAL**

The tenderer shall state here the percentage “On-costs” that should be added to the basic price of materials: \_\_\_\_\_%

## **SCHEDULE 16: PROGRAMME**

The tenderer shall attach a preliminary programme, to this schedule.

This programme shall be in the form of a bar chart (Gantt chart) or similar acceptable time/activity form reflecting the proposed sequence and rate of progress of the various activities and the quantities that will be carried out every week under each of the elements, comprising the work for this contract. The programme shall also indicate the point where the tenderer intends to commence work operations and the direction in which the work will proceed. The working hours shall be indicated.

The tenderer shall also take into account the additional requirements stated in the Scope of Work when drawing up the programme.

**Details of the preliminary programme shall be appended to this Schedule.**

Number of sheets appended by the tenderer to this Schedule ..... (If nil enter NIL)

### SCHEDULE 17: CASHFLOW

The tenderer shall state his estimated expenditure, indicating the values of each monthly claim in terms of Clause 6.10.1 of the General Conditions of Contract, which he/she estimate will arise based on his/her preliminary programme and tendered rates, in the table below. ***The total of the monthly amounts shall be equal to the tender sum.***

MONTH	VALUE
1	R
2	R
3	R
4	R
5	R
6	R
7	R
8	R
SUBTOTAL	R
CONTINGENCIES (10%)	R
SUBTOTAL	R
VAT (15%)	R
<b>TOTAL (INCLUDING VAT @ 15%)</b>	<b>R</b>

## **SCHEDULE 18: CSD PROOF OF REGISTRATION**

*[The Bidder must attach hereto a CSD proof of registration].*

### SCHEDULE 19: SCHEDULE OF LOCAL LABOUR EMPLOYMENT

	Total	Men	Women	Youth		Disabled	
				Male	Female	Male	Female
No of Persons planned to be employed							
Average length of employment (days)							
No. of planned person days							

#### NON-ACCREDITED TRAINING

Training Type	Planned no. of persons to be trained	Average length of planned training	Men	Women	Youth		Disabled	
					Male	Female	Male	Female
Administration								
Technical								
Lifeskills								
Vocational skills								
Business skills								
Skills training								
Total Training								

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

tenderer \_\_\_\_\_

**NOTE:**

**Tenderers are to submit monthly Local Labour Employment Schedule and Local Labour Training Schedule with their monthly payment certificates.**

## **SCHEDULE 20: CONTRACTOR'S CIDB REGISTRATION CERTIFICATE**

**[The tenderer shall attach hereto the Contractor's CIDB Registration Certificate. Failure to submit the certificate with the tender will lead to the conclusion that the tenderer is not registered with the CIDB and therefore not eligible to tender]**

***In case of Partnership/Joint Venture consolidated CIDB Registration Certificate must be attached***

**SCHEDULE 21: LETTER OF GOOD STANDING FOR COMPENSATION  
FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993  
(ACT NO. 130 OF 1993)**

**[The Tenderers shall attach hereto a copy of a Valid Letter of Good Standing. Failure to submit the above information will invalidate the tender]**

## **SCHEDULE 22: LETTER OF INTENT FOR PERFORMANCE GUARANTEE**

In terms of Clause F2.1 of the tender Data the Employer may make inquiries to obtain the tenderer's ability to source a performance guarantee

To that end the tenderer must provide with his tender a letter of intent certified by his banker / insurer, to the effect that he is be able to provide a 10% Performance Guarantee of the tendered amount.

**[The tenderer shall attach hereto the tenderer's Letter of Intent for Performance Guarantee. Failure to submit the certificate with the tender will lead to the conclusion that the tenderer does not have the necessary financial resources at his disposal to complete the contract]**

## **SCHEDULE 23: COMPANY REGISTRATION CERTIFICATE / AGREEMENT / ID DOCUMENT**

**[Certified Copies of Registration for Companies, Close Corporation and Partnerships, or Agreements and Power of Attorney for Joint Ventures, or ID Documents for Sole Proprietors, all as referred to in the foregoing forms and T2.1 to be inserted here]**

## **SCHEDULE 25: 3 YEAR AUDITED FINANCIAL STATEMENT**

[Tenderer shall hereto attach an audited annual financial statement for 3 years or for the period since establishment if established during the last 3 years, if required by law to prepare annual financial statements for auditing]

Each party to a Consortium/Joint Venture shall submit a separate set of documents

**IMPORTANT NOTE: FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL INVALIDATE THE TENDER**

**Applicable for bids exceeding R10m**

## **SCHEDULE 26: CONTRACTORS RATES CLEARANCE CERTIFICATE**

**[The Tenderer shall attach hereto the Contractor's Municipal Rates Clearance Certificate not older than 90 days. Failure to submit the certificate with the tender will lead to conclusion that the Tenderer is not cleared with Municipal Rates and therefore not eligible to tender]**

## **SCHEDULE 27: CONTRACTOR'S CERTIFICATE OF UNDISPUTED COMMITMENTS (Only Applicable to tender above R 10 million)**

The tenderer shall attach hereto the Contractor's Certificate of undisputed commitments. Signed by the tenderer certifying that the tenderer has no undisputed commitment for municipal services towards a municipality or any service provider in respect of which payment is overdue for more than 30 days.

**[Failure to submit the certificate with the tender will lead to the conclusion that the Tenderer is not cleared with municipal services obligations and therefore not eligible to tender]**

## **PART C1: AGREEMENTS AND CONTRACT DATA**

## UMUZIWABANTU MUNICIPALITY

### CONSTRUCTION OF MHLWAZINI ACCESS BRIDGE PHASE 2 IN WARD 2

#### C1.1 FORM OF OFFER AND ACCEPTANCE

##### Offer

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

##### **TENDER NO. TENDER No UMUZ/10/2026: THE CONSTRUCTION OF MHLWAZINI ACCESS BRIDGE PHASE 2 IN WARD 2**

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

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

R \_\_\_\_\_ incl. VAT@ 15%

Amount in Words \_\_\_\_\_

\_\_\_\_\_

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature .....

Name of Signatory .....

Capacity .....

For the tenderer .....  
(Name and address of organisation)

Name of Witness .....

Signature  
of witness ..... Date .....

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 included in:

- Part C1: Agreements and Contract Data (which includes this agreement)
- Part C2: Pricing Data
- Part C3: Scope of work
- Part C4: Site information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to 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) **or at any other date stipulated by Umuziwabantu Municipality and agreed by the tenderer.** Unless the tenderer (now Contractor) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

**Signature** ..... **Date** .....

**Name** .....

**Capacity** .....

**For the Employer Name** Umuziwabantu Municipality  
.....

**Signature of witness** ..... **Date** .....

**Schedule of Deviations**

Notes:

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

1. Subject .....  
Details .....  
.....

2. Subject .....  
Details .....  
.....  
.....  
.....

3. Subject .....  
Details .....  
.....  
.....  
.....

4. Subject .....  
Details .....  
.....  
.....

5. Subject .....  
Details .....  
.....  
.....

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

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

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## TENDER NO. UMUZ/10/2026

### CONSTRUCTION OF MHLWAZINI ACCESS BRIDGE PHASE 2 IN WARD 2

#### C1.2 CONTRACT DATA

##### Part 1: Contract Data Provided by the Employer

##### GENERAL CONDITIONS OF CONTRACT

The following standardised General Conditions of Contract:

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

Prepared by the South African Institution of Civil Engineering (SAICE) shall apply to and form the General Conditions of Contract for this contract. Copies of these Conditions of Contract are obtainable from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: [civilinfo@saice.org.za](mailto:civilinfo@saice.org.za).

Copies of the General Conditions of Contract are available for inspection and scrutiny at the offices of the Engineer.

The General Conditions of Contract 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.

The General Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the Contract Specific Data below. Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.

The Contract Data and General Conditions of Contract shall have precedence over the Drawings, Scope of Work and Standardised Specifications in the interpretation of any ambiguity or inconsistency between these documents.

##### CONTRACT SPECIFIC DATA

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

##### **Clause 1.1.1.13:**

The Defects Liability Period is **12 months**.

##### **Clause 1.1.1.14:**

The time for achieving Practical Completion is 6 months from the date of appointment and is also to be specified in the appointment letter period referred to in Clause 5.3.2 below, and exclusive of non-working days referred to in Clause 5.8.1 below and exclusive of special non-working days (Clause 5.8.1).



11. The determination of additional or reduced costs arising from changes in legislation in terms of Clause 6.8.4.
12. The giving of a ruling on a contractor's claim in terms of Clause 10.1.5.
13. The agreeing of the adjustment of the sums for general items in terms of Clause 6.11.1.

**Clause 4.3:**

- 4.3.1 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 shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.

*Add the following clause after Clause 4.3.2.:*

- 4.3.3 The Employer and the Contractor shall enter into an agreement to complete the work required for the construction of the works in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (Act 85 of 1993) and the Construction Regulations promulgated there under.

An agreement is included in the Contract Document (C1.4 of Contract Data) and shall be completed and submitted to the Employer together with a letter of good standing from the Compensation Commissioner (if not insured with a Licensed Compensation Insurer) within fourteen (14) days after the Commencement Date. The Contractor shall ensure that any letter of good standing shall be timorously renewed in order that it remains in full force for the duration of the Contract.

**Clause 4.5.2**

Replace the term "Safety" with "Occupational Health and Safety"

**Clause 5.3.1:**

The Contractor shall commence executing the Works within 14 days from the Commencement Date.

Notwithstanding the above, the Contractor will not be permitted to commence executing the Works before the following specified items have been submitted and approved:

- (1) Health and Safety Plan (Refer to Clause 4.3)
- (2) Initial programme (Refer to Clause 5.6)
- (3) Security (Refer to Clause 6.2)
- (4) Insurance (Refer to Clause 8.6)
- (5) Occupational Health and Safety Agreement (C1.4 of the Contract Document)
- (6) Letter of Good Standing from the Compensation Commissioner (if not insured with a Licensed Compensation Insurer)
- (7) Detailed methodology of how the contractor intends to implement the works and Quality Control Forms associated with each element of works to be constructed.

Furthermore, the Contractor must ensure that he obtains the necessary wayleaves in order to carry out the Works within the servitudes of all Authorities with presiding jurisdiction within the bounds of the site. All costs associated with obtaining such way leaves and conditions required thereof are for the Contractor's account and must be included in the rates.

**Clause 5.3.2:**

The time to submit the documentation required before commencement with Works execution is 14 days from the Commencement Date.

**Clause 5.4.2:**

Access to and possession of the site shall not be exclusive to the Contractor insofar as the provisions of Clause 4.8 apply, and where ongoing use by the general public is required.

*Add the following clause after Clause 5.4.3:*

5.4.4 The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site.

**Clause 5.5.1**

The Works shall be completed within the time frame stipulated or tendered (if applicable) in Schedule 8, exclusive of non-working and special non-working days and the year-end break and inclusive of the 21 day period referred to in Clause 5.3.1 above. (5 working days comprise one week.)

**Clause 5.8.1:**

The non-working days are Sundays.

The special non-working days are:

- (1) All gazetted public holidays falling outside the year end break.
- (2) The year end break as per the Civil Engineering Industry Annual Shut-down published by SAFCEC ([www.safcec.org.za](http://www.safcec.org.za)).

**Clause 5.9**

*Add the following Clauses after Clause 5.9.7:*

5.9.8 Tender Drawings shall be used for tender purposes only and shall not be used for construction.

**Clause 5.12.2.2:**

No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal climatic conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature.

The number of days quoted below shall be regarded as a fair estimate of the delays to be anticipated and allowed for under normal climatic conditions where inclement weather prevents or disrupts critical work.

January	8 days
February	7 days
March	7 days
April	4 days
May	2 days
June	1 days

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July	2 days
August	3 days
September	4 days
October	7 days
November	8 days
December	8 days

It shall be further noted that where the critical path is not affected, no extension of time for abnormal climatic conditions or for any other reason will be entertained.

Notwithstanding Clause 5.12.2.2 of the GCC (2015) or any of the above, the Client will only entertain an extension of time without financial remuneration. Should the contractor wish to allow for this, he shall do so in his rates.

### **Clause 5.12.3**

*Add the following to Clause 5.12.3*

The cost of time related general items will be calculated on the basis of the number of weeks in Clause 5.5.1 less the 21 day period referred to therein.

### **Clause 5.13.1:**

The following penalties will apply:

- **R5 000** per calendar day for failure to complete the Works in accordance with the Milestone Dates as set out in Section C3.3.1.1.
- **R10 000** per calendar day for the removal of plant from site without the Engineer's written consent per occurrence.
- **R1 000** per calendar day for the late payment of local labour and student per occurrence.
- **R5000** per calendar day for late payment of local subcontractors per occurrence.

### **Clause 5.14**

The time for achieving practical completion is **8 months** from the date of appointment.

### **Clause 5.16.3:**

The latent defects period is **10 years**

### **Clause 6.2.1:**

The Deed of Guarantee is to be delivered to the Employer within 14 days of the Commencement Date. The security to be provided by the Contractor shall be a performance guarantee of **10%** of the Contract Sum. The performance guarantee shall contain the wording of the document included in C1.3.

### **Clause 6.2.2:**

Delete Clause 6.2.2 in its entirety.

**Clause 6.5.1.2.3:**

The percentage allowance to cover overhead charges is 10% (maximum).

**Clause 6.8.2:**

*Add the following to Clause 6.8.2:*

The Contract Price will not be subject to contract price adjustment.

**Clause 6.8.3**

Price adjustments for variations in the costs of special materials are not allowed.

**Clause 6.8.4:**

*Add the following to Clause 6.8.4:*

Notwithstanding the above, in the event that a public holiday is proclaimed after 28 days before the closing date for tenders, no costs other than those that can be claimed under Clause 5.12.3 shall be added to the contract price.

**Clause 6.10**

*Add the following to Clause 6.10:*

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.

**Clause 6.10.1.5:**

The percentage advance on materials not yet built into the Permanent Works is **80%**.

**Clause 6.10.3:**

*Add the following to Clause 6.10.3:*

Notwithstanding the provision of a performance guarantee in terms of Clause 6.2.1, interim payments to the Contractors shall be subject to a retention by the Employer of an amount of **10%** of the said amounts due to the Contractor, limited to **5%** of the Net Tender Price. A guarantee in lieu of retention is not permitted.

**Clause 6.10.4:**

*Replace with the following:*

The Engineer shall deliver to the Employer and the Contractor the payment certificate referred to in Clause 6.10.1 within 7 days of the receipt by the Engineer of the Contractor's said statement. Any dissatisfaction in respect of such payment certificate shall be dealt with in terms of Clause 10.2. The Employer shall pay the amount due to the Contractor within 30 days of the approval of the payment certificate by the Employer. Payment shall be subject to the Contractor

submitting a tax invoice, if required by law, to the Employer for the amount due. Invoices must be clearly marked with the Contract and must be addressed to the Umuziwabantu Municipality.

Notwithstanding the above, the Engineer shall be empowered to withhold the delivery of the payment certificate until the Contractor has complied with his obligations to report in terms of Clause 4.10.2 and as described in C31: Description and Management of the Works.

**Clause 6.10.9:**

*Replace with the following:*

Within 14 days of the date of final approval as stated in the Final Approval Certificate, the Contractor shall deliver to the Engineer a final statement of all moneys due to him (save in respect of matters in dispute, in terms of Clauses 10.3 to 10.11 and not yet resolved). The Engineer shall within 14 days issue to the Employer and the Contractor a Final Payment Certificate, the amount of which shall be paid to the Contractor within 30 days of the approval of the Final Payment Certificate by the Employer, after which no further payments shall be due to the Contractor (save in respect of matters in dispute, in terms of Clauses 10.3 to 10.11 and not yet resolved).

**Clause 8.6.1.1.2:**

The value of Plant and materials supplied by the Employer to be included in the insurance sum is **R 0.00 (Nil)**.

**Clause 8.6.1.1.3:**

The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is 10% of the value of repairing works

**Clause 8.6.1.3:**

The limit of indemnity for liability insurance is **R5 000 000.00** for any single claim – the number of claims to be unlimited during the construction and defects liability periods.

**Clause 8.6.1.5:**

In addition to the insurances required in terms of General Conditions of Contract Clauses 8.6.1.1 to 8.6.1.4 the following insurance is also required:

- (a) Insurance of Construction Equipment (including tools, offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement.
- (b) Insurance in terms of the provisions of the Compensation for Occupational injuries and Diseases Act No. 130 of 1993.
- (c) Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity.
- (d) Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works

during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's Policies of Insurance.

- (e) The insurance policy held by the Contractor shall cover "wet risks" because a portion of the works will be in the confines of an existing river and storm water channel.
- (f) Professional Indemnity Insurance providing cover in an amount of not less than **R5 000 000.00** in respect of each and every claim. This insurance shall remain in force after completion of this contract for a period of not less than 1 (one) year.

**Clause 8.6.6:**

The evidence that the insurances have been effected in terms of Clause 8.6.1, shall be in the form of an insurance broker's warranty worded precisely as given in part C1.6 Insurance Broker's Warranty.

**Clause 9.2.1:**

Add the following to Clauses after Clause 9.2.1.3.7:

9.2.1.3.8 The Contractor fails to provide the required guarantee and insurances within the prescribed time.

9.2.1.3.9 The Contractor committed a corrupt or fraudulent act during the procurement process or the execution of the contract.

9.2.1.3.9 An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited the Contractor.

**Clause 10.5.3:**

The number of ad-hoc Adjudication Board Members to be appointed is 1(one).

**ADDITIONAL CONDITIONS OF CONTRACT**

*Add the following clause after clause 10*

**Clause 11: Details to be confidential**

The Contractor shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without the prior written consent of the Engineer.

**Clause 59: Contractor to Provide Everything Necessary**

The Contractor is to provide all labour, material, workmanship, machinery and everything which is or may be necessary in and for the execution and entire completion of the Contract in accordance with the Conditions of Contract, Drawings and Scope of Work.

**Part 2: Data provided by the Contractor**

GCC Clause	Information								
Clause 1.1.9	The name of the Contractor is .....								
Clause 1.2.1.1           Clause 1.2.1.2	The address of the Contractor is: <table border="0" style="width: 100%;"> <tr> <td style="width: 50%;"><u>Physical</u></td> <td style="width: 50%;"><u>Postal</u></td> </tr> <tr> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> </tr> </table> Tel: ..... Fax: ..... Email: .....	<u>Physical</u>	<u>Postal</u>	.....	.....	.....	.....	.....	.....
<u>Physical</u>	<u>Postal</u>								
.....	.....								
.....	.....								
.....	.....								

**UMUZIWABANTU MUNICIPALITY  
TENDER NO. UMUZ/10/2026**

**CONSTRUCTION OF MHLWAZINI ACCESS BRIDGE PHASE 2 IN WARD 2**

**C1.3 PRO FORMA FORM OF GUARANTEE**

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

**GUARANTOR DETAILS AND DEFINITIONS**

“Guarantor” means: .....

Physical Address: .....

“Employer” means: .....

“Contractor” means: .....

“Engineer” means: .....

“Works” means: .....

“Site” means: .....

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

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

Amount in words: .....

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

Amount in words: .....

“Expiry Date” means: .....

**CONTRACT DETAILS**

Engineer issues: Interim Payment Certificates, Final Payment Certificates and the Certificate Completion of the Works as defined in the Contract.

**PERFORMANCE GUARANTEE**

1. The Guarantor’s liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor’s period of liability shall be from and including the date of issue by this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

3. The Guarantor hereby acknowledge that:

3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;

3.2 its obligation under this Performance Guarantee is restricted to the payment of money.

4. Subject to the guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3.

4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;

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

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

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

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

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

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

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

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

8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Contractor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 and 5, shall be regarded as a liquid document for the purpose of obtaining a court order.
14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No. 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at: .....

Date: .....

Guarantor's Signatory (1): .....

Capacity: .....

Guarantor's Signatory (2): .....

Capacity: .....

Witness signatory (1): .....

Witness signatory (2): .....

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## UMUZIWABANTU MUNICIPALITY

### TENDER NO. UMUZ/10/2026

#### C1.4 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

##### AGREEMENT IN TERMS OF SECTIONS 36(2) OF OCCUPATIONAL HEALTH AND SAFETY ACT No. 85 OF 1993

This Agreement is made between \_\_\_\_\_

(hereinafter called the EMPLOYER) of the one part herein represented by: \_\_\_\_\_

\_\_\_\_\_

in his capacity as: \_\_\_\_\_

AND: \_\_\_\_\_

(hereinafter called the CONTRACTOR) of the one part herein represented by: \_\_\_\_\_

\_\_\_\_\_

in his capacity as: \_\_\_\_\_

duly authorized to sign on behalf of the CONTRACTOR.

**WHEREAS** the CONTRACTOR is the MANDATORY of the EMPLOYER in consequence of an agreement between the CONTRACTOR and the EMPLOYER in respect of

TENDER NO. UMUZ/10/2026

TENDER TITLE: CONSTRUCTION OF MHLWAZINI ACCESS BRIDGE PHASE 2 IN WARD 2

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For the construction, completion and maintenance of the works.

**NOW THEREFORE** the parties agree as follows:

1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
3. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that the EMPLOYER should have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.

3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedure, if any imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the Employer's CONSULTING ENGINEERS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work in the contract.
4. The CONTRACTOR agrees that any duly authorized officials of the EMPLOYER shall be entitled, although not obliged to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.
5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus signed at \_\_\_\_\_ for and behalf of the **CONTRACTOR**

on this \_\_\_\_\_ day of \_\_\_\_\_ 21

SIGNATURE: \_\_\_\_\_

NAME AND SURNAME: \_\_\_\_\_

CAPACITY: \_\_\_\_\_

WITNESS: 1. \_\_\_\_\_

2. \_\_\_\_\_

Thus signed at \_\_\_\_\_ for and behalf of the **EMPLOYER**

on this \_\_\_\_\_ day of \_\_\_\_\_ 21

SIGNATURE: \_\_\_\_\_

NAME AND SURNAME: \_\_\_\_\_

CAPACITY: \_\_\_\_\_

WITNESS: 1. \_\_\_\_\_

2. \_\_\_\_\_

**HEALTH AND SAFETY CONTRACT BETWEEN EMPLOYER AND CONTRACTOR IN TERMS OF SECTION 37 (2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT NO. 85 OF 1993**

Written agreement between Umuziwabantu Municipality (hereinafter referred to as “the Employer”)

and \_\_\_\_\_ (hereinafter referred to as “the mandatory”) as envisaged by Section 37 (2) of the Occupational Health and Safety Act, No. 85. of 1993 as amended.

I \_\_\_\_\_

representing \_\_\_\_\_ (mandatory) do

hereby

Acknowledge that \_\_\_\_\_ (mandatory) is

an employer in its own right and shall be regarded as the employer for purposes of the contract work specified in the body of the principal agreement with duties as prescribed in the Occupational Health and Safety Act No. 85 OF 1993 as amended so as to ensure that all work will be performed or machinery and plant used in accordance with the provisions of the said Act. I furthermore agree to comply with the requirements of the Employer as contained in the Occupational Health and Safety Specification included with the principal agreement and to liaise with the employer should I, for whatever reason, be unable to perform in terms of this agreement.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_

Signature on behalf of mandatory \_\_\_\_\_

Signature on behalf of Employer \_\_\_\_\_

Compensation Fund Registration No. of mandatory \_\_\_\_\_

Good standing Certificate:  yes  no (tick one box)

**HEALTH AND SAFETY CONTRACT: GENERAL INFORMATION**

1. The Occupational Health and Safety Act comprises Sections 1 to 50 and all un-repealed regulations promulgated in terms of the former Machinery and Occupational Safety Act No. 6 of 1983 as amended, as well as other regulations which may be promulgated in terms of the OHS Act.
2. 'Mandatory' is defined as including agent, a contractor or subcontractor for work, but without derogating from his status in his own right as an employer or user of plant and machinery.
3. Section 37 of the Occupational Health and Safety Act potentially punishes employers (principals) for the unlawful acts or omissions of mandatories (contractors) save where a written agreement between the parties has been concluded containing arrangements and procedures to ensure compliance with the said Act by the mandatory.
4. All documents attached to or referred to in the above agreement form an integral part of the agreement.
5. To perform in terms of this agreement mandatories must be familiar with the relevant provisions of the Act.
6. Mandatories who utilise the services of their own mandatories (subcontractors) are advised to conclude a similar written agreement.
7. Be advised that this agreement places the onus on the mandatory to conduct the employer in the event of inability to perform as per this agreement. The employer, however, reserves the right to unilaterally take any steps as may be necessary to enforce this agreement.
8. The contractor shall be responsible for the full and proper implementation of the terms and provisions of the Act and its regulations in the area in which the work is to be undertaken by the Contractor.
9. The contractor shall be responsible for the well-being, in relation to health and safety, of all persons coming upon or into such area in accordance with that legislation, including the implementation of any directives issued by management of Umuziwabantu Municipality in this respect.
10. The Work to be done is construct an access in-situ bridge and improve gravel roadworks and construct stormwater channels and drainage.
11. The Contractor shall familiarise himself with such area and all risks existing thereon and undertakes to report to the representative of the Umuziwabantu Municipality any hazard or risk to health and safety which arises during the contract work in the area concerned and over which the contractor may have no control. All necessary and appropriate safety / health equipment shall be issued by the contractor to all persons working on or coming into this area.

**OCCUPATIONAL HEALTH AND SAFETY INDEMNITY UNDERTAKING**

I, the undersigned \_\_\_\_\_

in my capacity as \_\_\_\_\_

of the firm \_\_\_\_\_

1. Hereby undertake to ensure that I/my firm and/or subcontractors and/or his employees -
  - 1.1 comply strictly with the provisions of the Occupational Health and Safety Act of 1993 (as amended) and/or the regulations promulgated in terms thereof, with specific reference to section 37 (2) of the said act, as well as any relevant work in, to or on any Umuziwabantu Municipality buildings, construction sites and/or premises;
  - 1.2 ensure that consultants and/or visitors comply with any instructions and measures relating to occupational health and safety, as prescribed by Umuziwabantu Municipality; and
  - 1.3 comply strictly with the statutorily prescribed work systems, operational equipment, machinery and occupational health and safety conditions;
2. and as an independent employer and contractor, hereby indemnify, in terms of the above undertakings, Umuziwabantu Municipality -
  - 2.1 in respect of any costs that I/my firm and/or employees and/or subcontractors and their employees may incur of necessity in compliance with the above undertakings; and
  - 2.2 against any claims that may be instituted against Umuziwabantu Municipality and/or any liability that Umuziwabantu Municipality may incur, whether instituted and/or caused by me/my firm's employees, agents, consultants, subcontractors and/or their employees and visitors or Umuziwabantu Municipality clients or neighbors in respect of any incidents related to my/my firm's activities and as a result of which the occupational health and safety of the persons involved have been detrimentally affected; and
  - 2.3 against similar claims that I, managers or directors of my firm may have against Umuziwabantu Municipality and any damages for which I, managers or directors of my firm hold Umuziwabantu Municipality liable.
3. My Firm's compensation commissioner number is \_\_\_\_\_ and I confirm that my firm and its subcontractors' fees have been paid up and obligations in respect of the compensation commissioner have been complied with and further that I shall furnish proof thereof in writing on request.
4. I hereby confirm that I have authority to sign this indemnity undertaking and that Umuziwabantu Municipality is not obliged to confirm such confirmation.

Signed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Capacity

As witnesses:

1. \_\_\_\_\_

2. \_\_\_\_\_

## **PART C2: PRICING DATA**

## UMUZIWABANTU MUNICIPALITY

### TENDER NO. UMUZ/10/2026 CONSTRUCTION OF MHLWAZINI ACCESS BRIDGE PHASE 2 IN WARD 2

#### C2.1 PRICING INSTRUCTIONS

1. The Bill of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Documents, which include the Conditions of Tender, Conditions of Contract, the Specifications (including the Project Specification) and the Drawings. Measurement and payment shall be in accordance with the relevant provisions of Clause **COLTO 1998 EDITION** Standardized Specifications for Road and Bridge Works for State Road Authorities

2. The units of measurement described in the Bills of Quantities are metric units.

Abbreviations used in these Bills of Quantities are as follows:

%	=	percent
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kilolitre
km	=	kilometre
km-pass	=	kilometre-pass
kPa	=	kilopascal
kW	=	kilowatt
l	=	litre
m	=	metre
mm	=	millimetre
m <sup>2</sup>	=	square metre
m <sup>2</sup> -pass	=	square metre-pass
m <sup>3</sup>	=	cubic metre
m <sup>3</sup> -km	=	cubic metre-kilometre
MN	=	meganewton
MN.m	=	meganewton-metre
MPa	=	megapascal
No.	=	number
Prov sum	=	Provisional sum
PC sum	=	Prime Cost sum
R/only	=	Rate only
sum	=	lump sum
t	=	ton (1000 kg)
W/day	=	Work day

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

The prices and rates in these Bills of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities,

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and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.

4. It will be assumed that prices included in these Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to [www.stanza.org.za](http://www.stanza.org.za) or [www.iso.org](http://www.iso.org) for information on standards)
5. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items
6. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
7. The quantities set out in these Bills of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.
8. Reasonable compensation will be received where no pay item appears in respect of work required in the Bills of Quantities in terms of the Contract and which is not covered in any other pay item.
9. Short descriptions of the items of payment given in these Bills of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
10. Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the COLTO.
11. Those parts of the contract to be constructed using labour-intensive methods have been marked in the Bill of Quantities with the letters LI filled in against every item so designated. The works, or parts of the work so designated are to be constructed using labour-intensive methods only.
12. The project will be awarded to a panel of Contractors based on the tendered rates, highest functionality scoring as well as and prices submitted by the tenderer.

## C2.2.2 – BILL OF QUANTITIES

### CONSTRUCTION OF MHLWAZINI ACCESS BRIDGE PHASE 2 IN WARD 2

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>1200</b>	<b>GENERAL REQUIREMENTS AND PROVISIONS</b>				
B12.01	Relocation and protection of existing services (a) Provisional sum for existing services to be relocated and / or protected during construction (1) Electrical Services	Prov Sum	1,00	R 100 000,00	R100 000,00
	(2) Water Services	Prov Sum	1,00	R 50 000,00	R50 000,00
	(3) Other Services	Prov Sum	1,00	R 30 000,00	R30 000,00
	(b) Handling cost and profit in respect of subitem B12.01(a)	%	180 000,00		
B12.02	Construction of new survey beacons (a) Provisional sum for new survey beacons to be constructed during construction	Prov Sum	1	R 50 000,00	R50 000,00
	(b) Handling costs and profit in respect of B12.06 (a)	%	50 000,00		
B12.03	Compensation for environmental control (a) Environmental control officer provided by the contractor	Month	8,00		
B12.04	Training (a) Appointment of two local trainee students for the duration of the project	Prov Sum	1,00	R 48 000,00	R48 000,00
	(b) Handling cost and profit in respect of sub-item B12.04(a)	%	48 000,00		
	(c) Procurement and mentoring of subcontractors	Prov Sum	1	R 150 000,00	R 150 000,00
	(d) Handling cost and profit in respect of sub item B12.04(c) above	%	R150 000,00		
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>1300</b>	<b>CONTRACTORS ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS</b>				
13,01	The contractor's general obligations				
	(a) Fixed obligations.	Sum	1		
	(b) Value-related obligations	Sum	1		
	(c) Time-related obligations	Month	8		
	(d) Contractor's monitoring	Prov.Sum	1	R620 000.00	R620 000.00
B13.02	Provision for Health and Safety				
	(a) Fixed Obligations				
	(i) Preparation of risk assessments, safe work procedures, the project health and safety matters the contractor deems necessary, all protective clothing (boots, vests, gloves, hard hats, etc), including handing over of records to the Employer	Sum	1		
	(b) Time-Related Obligations				
	(i) Updating and amending the risk assessments, safe work procedures, project health and safety plan, and compliance with relevant legislation	Month	8		
	(ii) Safety officer	Month	8		
B13.03	Contract signboards	No.	2		
B13.04	Provisional sum for paying CLO on a monthly basis for the duration of the contract	Prov. Sum	1	R 44 000,00	R44 000,00
	(a) Charges & profit on 13.07 above	%	44 000,00		
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>1400</b>	<b>HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL</b>				
14.01	Office and laboratory accommodation: 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 wiring, switchboards, etc, water and sewerage installation, and stores complete, in accordance with the drawings and specifications, except for items scheduled elsewhere:				
	(a) Offices (interior floor space only)	m2	38		
	(e) Ablution units	m2	5		
14.03	Office and laboratory fittings, installations, and equipment: (a) Items measured by number:				
	(i) 220/250 volt power points, including adequate voltage regulators	No	4		
	(ii) 400/231 volt 3-phase power points	No	1		
	(iii) Double 80-watt fluorescent-light fittings complete with ballast and tubes	No	4		
	(vi) Wash-hand basins complete with taps and drains	No	1		
	(x) Fire extinguishers, 9,0 kg, all-purpose dry powder type, complete, mounted on the wall with brackets	No	1		
	(xi) Air-conditioning units with 2,2 kW minimum capacity, mounted and with their own power connection	No	2		
	(b) Prime-cost items and items paid for in a lump sum:				
	(vii) The provision of 400/231 volt 3-phase electrical power installation, including all wiring, switchboards, mains connections, etc.	lump sum	1		
<b>TOTAL CARRIED FORWARD</b>					

TOTAL BROUGHT FORWARD					
14,07	Rented, hotel and accommodation				
	(a) Provisional sum for providing rented housing, hotel or other accommodation for an Engineer's Representatives	Prov Sum	1	50 000,00	R 50 000,00
	(b) Handling costs and profit in respect on subitem 14.07 (a)	%	R50 000,00		
14,08	Services: The provision of water, electricity, low-pressure gas, sewerage, septic tanks, sewage and rubbish removal, cleaning services, maintenance and repairs, all as specified in clause 1404, including the construction and maintenance of the access roads, footpath				
	(a) Services at offices and laboratories				
	(i) Fixed costs	lump sum	1		
	(ii) Running costs	month	8		
TOTAL CARRIED FORWARD TO SUMMARY					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>1500</b>	<b>ACCOMODATION OF TRAFFIC</b>				
15,03	Temporary traffic control facilities				
	(a)Flagmen	man-day	352		
	(b)Portable STOP and GO-RY signs	No	5		
	(c)Temporary traffic control signs				
	(i)Size:1200mm (warning signs)	No	6		
	(h) Delineators				
	(i) Single	No	50		
15,04	Relocation of traffic-control facilities	Lump Sum	1		
15.12	Temporary culverts				
	(a) Provision and laying of temporary prefabricated culverts complete (900 diameter concrete pipes)	m	45		
	(c) Eventual removal of prefabricated pipes	m	45		
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>1600</b>	<b>OVERHAUL</b>				
16.02	Overhaul on material hauled in excess of 1.0km (ordinary overhaul)	m <sup>3</sup> .km	50 000		
TOTAL CARRIED FORWARD TO SUMMARY					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>1700</b>	<b>CLEARING AND GRUBBING</b>				
17,01	Clearing and Grubbing	ha	0,3		
17,02	Removal and grubbing of large trees and tree stumps				
	a) Girth exceeding 1m up to and including 2m	No	20		
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>					



ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>2200</b>	<b>PREFABRICATED CULVERTS</b>				
22,01	Excavation (a) Excavating soft material situated within the following depth ranges below the surface level: i) 0m up to 1.5m	m3	30		
	ii) Exceeding 1,5 and up to 3,0m	m3	15		
	(b) Extra-over sub-item 22.01(a) for excavation in hard material, irrespective of depth	m3	10		
22,02	Backfilling a) Using excavated material	m3	10		
	b) Using imported selected material	m3	10		
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>3300</b>	<b>EARTHWORKS AND PAVEMENT LAYERS OF GRAVEL OR CRUSHED STONE</b>				
33,01	Cut and borrow to fill, including free-haul up to 0,5km: (a) Material in compacted layer thickness of 200 m and less: (ii) Compacted to 93% of modified AASHTO density (c ) Rock fill (as specified in subclause 3209(c))	m3	5000		
		m3	50		
33,03	Extra over item 33.01 for excavating and breaking down material in: (a) Intermediate excavation (b) Hard excavation	m3	220		
		m3	850		
33,04	Cut to spoil, including freehaul up to 1.0 km. Material obtained from: a) Soft Material c) Hard excavation d) Boulder excavation class A	m3	1800		
		m3	550		
		m3	50		
33,10	Roadbed preparation and the compaction of Material b) Compaction to 93% of modified AASHTO density	m3	360,9		
33,13	Finishing-off cut slopes and fill slopes (a) Cut Slopes (b) Fill Slopes	m2	150		
		m2	150		
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<p><b>3400</b></p> <p>B34.01</p>	<p><b>PAVEMENT LAYERS OF GRAVEL MATERIAL</b></p> <p>Pavement layers constructed from gravel taken from commercial sources, including all-haulage and royalties</p> <p>(a) Gravel Selected layer compacted to:                      (i) 93% of Modified AASHTO density (150mm thick G7 Quality Gravel)</p> <p>(h) Gravel wearing course compacted to:                      (ii) 95% of Modified AASHTO density (150mm thick G5 Quality Gravel)</p>	<p>m<sup>3</sup></p> <p>m<sup>3</sup></p>	<p>340</p> <p>340</p>		
TOTAL CARRIED FORWARD TO SUMMARY					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>5100</b>	<b>PITCHING, STONEMASONRY, AND PROTECTION AGAINST EROSION.</b>				
51.01	<b>Stone Pitching</b>				
	b) Grouted stone pitching	m <sup>2</sup>	180		
TOTAL CARRIED FORWARD TO SUMMARY					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>5200</b>	<b>GABIONS</b>				
52.01	Foundation trench excavation and Backfilling				
	(b) In all other classes of materials	m <sup>3</sup>	180		
52.02	Surface preparation for bedding the gabions	m <sup>2</sup>	240		
52.03	Gabions:				
	(a) Galvanized gabion boxes, with a nominal wire diameter of 2.7mm and 80mm x100mm mesh.				
	(i) 1,0 m wide x 1.0m x 2,0 m long	m <sup>3</sup>	360		
	(c) Galvanized gabion mattresses with a nominal wire diameter of 2.7mm and 80mm x100mm mesh				
	(i) 1,0 m wide x 0.5m x 3.0m long	m <sup>3</sup>	60		
52.04	Filter fabric - Grade 3 (Kaymat U24 or similar)	m <sup>2</sup>	765		
B52.05	Concrete class 15/19 in grouted rhino mattress	m <sup>3</sup>	2		
B52.06	Extra over Item 52.03 (c) for cutting the mattress to suit	m <sup>3</sup>	5		
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>6100</b>	<b>FOUNDATION FOR STRUCTURES</b>				
61.02	Excavation:  (a) Excavating soft material situated Within the following successive depth ranges:  (i) 0 m up to 2,0 m (ii) 2,0 m up to 4,0 m (b) Extra over sub-item 61.02(a) for excavation in hard material, irrespective of depth.  (c) Extra over sub item 61.02(a) for additional excavation required by the engineer after the excavation has been completed.  (d) Extra over sub item 61.02(a) for excavation by hand.	m <sup>3</sup> m <sup>3</sup> m <sup>3</sup> m <sup>3</sup>	940 400 50 40 20		
61.03	Access and drainage:  (a) Access  (b) Drainage where no access has been provided	Lump Sum Lump Sum	1 1		
61.04	Backfill to excavations utilising:  (a) Material from the excavation  (b) Imported material	m <sup>3</sup> m <sup>3</sup>	300 900		
61.05	Fill within restricted area ( extra over Item 33.01)	m <sup>3</sup>	100		
61.08	Foundation fill consisting of:  (a) Rock fill (d) Mass concrete Class 15/38 (e) Concrete screed Class 15/19 75mm thick	m <sup>3</sup> m <sup>3</sup> m <sup>3</sup>	260 150 40		
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>6200</b>	<b>FALSEWORK, FORMWORK AND CONCRETE FINISH</b>				
62.02	Vertical formwork to provide				
	(a) Class F1 surface finish to:				
	(i) Headwalls and cut off walls	m <sup>2</sup>	160		
	(ii) Barrel walls	m <sup>2</sup>	100		
	(iii) Ear wingwalls	m <sup>2</sup>	110		
	(b) Class F2 surface finish to:				
	(i) Headwalls	m <sup>2</sup>	30		
	(ii) Barrel walls	m <sup>2</sup>	200		
	(iii) Ear wingwalls	m <sup>2</sup>	110		
62.03	Horizontal formwork to provide				
	(b) Class F2 surface finish to:				
	(i) Barrel soffit	m <sup>2</sup>	80		
62.04	Inclined formwork to provide				
	(b) Class F2 surface finish to:				
	(i) Barrel inlet soffit 350 x 350 chamfer	m <sup>2</sup>	8		
	(ii) Barrel 900mm haunches	m <sup>2</sup>	105		
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>6300</b>	<b>STEEL REINFORCEMENT FOR STRUCTURES</b>				
63.01	Steel reinforcement for				
	(a) Barrel				
	(i) Mild steel bars	t	0,8		
	(ii) High yield stress steel bars	t	20		
	(b) Earwalls and wingwalls				
	(i) Mild steel bars	t	0,04		
	(ii) High yield stress steel bars	t	6,2		
	(c) Headwalls				
	(i) Mild steel bars	t	1		
	(ii) High yield stress steel bars	t	9,1		
	(d) Apron slab				
	(i) Mild steel bars	t	0,5		
	(ii) High yield stress steel bars	t	0,4		
	(iii) Welded steel fabric	kg	450		
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>6400</b>	<b>CONCRETE FOR STRUCTURES</b>				
64.01	Cast in situ concrete:				
	(a) Class 25/19 in:				
	(i) Barrel	m <sup>3</sup>	250		
	(ii) Headwalls and cut-off walls	m <sup>3</sup>	55		
	(iii) Earwalls and wingwalls	m <sup>3</sup>	30		
	(iv) Apron slabs	m <sup>3</sup>	20		
64.06	Demolishing				
	(b) Reinforced concrete in:				
	(i) Concrete Structure	m <sup>3</sup>	10		
64/16.02	Overhaul on material hauled in excess of 1.0 km (Ordinary overhaul)	m <sup>3</sup> .km	1000		
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>6600</b>	<b>NO FINES CONCRETE, JOINTS, BEARINGS, BOLT GROUPS FOR ELECTRIFICATIONS PARAPETS AND DRAINAGE FOR STRUCTURES</b>				
66.06	Filled joints:				
	(a) Depth greater than 150mm				
	(i) In barrel with 15mm thick polystyrene and 3mm hardboard	m <sup>2</sup>	30		
	(ii) In wingwalls with 15mm thick polystyrene and 3mm hardboard	m <sup>2</sup>	10		
66.18	Numbers for structures:				
	(c) Numbers formed in concrete	No	2		
66.19	Drainage pipes and weep holes:				
	(a) Drainage pipes:				
	(i) M65 Netlon Drainage pipe as detailed	m	40		
	(ii) 325 mm wide DN1 Netlon drainage Strips covered with Kaymat U34	m	80		
	(b) Weep holes:				
	(i) UPVC 12mm diameter pipes	m	7		
66.21	Synthetic-fibre filter fabric				
	(i) 500mm wide strip of grade A4 geofabric over joints	m <sup>2</sup>	40		
	(ii) Grade 3 geofabric	m <sup>2</sup>	350		
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
8200	<b>QUALITY CONTROL AND WORKMANSHIP</b>  (a) Quality control and workmanship	Prov Sum	1	R 50 000.00	R 50 000.00
TOTAL CARRIED FORWARD TO SUMMARY					

<b>SECTIONS</b>	<b>DESCRIPTION</b>	<b>AMOUNT (RAND)</b>
1200	GENERAL REQUIREMENTS AND PROVISIONS	
1300	CONTRACTORS' ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS	
1400	HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL	
1500	ACCOMODATION OF TRAFFIC	
1600	OVERHAUL	
1700	CLEARING AND GRUBBING	
2100	DRAINS	
2200	PREFABRICATED CULVERTS	
3300	EARTHWORKS AND PAVEMENT LAYERS OF GRAVEL OR CRUSHED STONE	
3400	PAVEMENT LAYERS OF GRAVEL MATERIAL	
5100	PITCHING, STONEMWORK AND PROTECTION AGAINST EROSION	
5200	GABIONS	
6100	FOUNDATION FOR STRUCTURES	
6200	FALSEWORK, FORMWORK AND CONCRETE FINISH	
6300	STEEL REINFORCEMENT FOR STRUCTURES	
6400	CONCRETE FOR STRUCTURES	
6600	NO-FINES CONCRETE, JOINTS, BEARINGS, BOLT GROUPS FOR ELECTRIFICATION, PARAPETS AND DRAINAGE FOR STRUCTURES	
8200	QUALITY CONTROL AND WORKMANSHIP	
<b>SUBTOTAL A =</b>		
<b>Add: Contingencies (10% of SUBTOTAL A) =</b>		
<b>SUBTOTAL B =</b>		
<b>Add: VAT (15% of SUBTOTAL B) =</b>		
<b>TOTAL CARRIED FORWARD TO FORM OF OFFER =</b>		

## **PART C3: SCOPE OF WORK**

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## UMUZIWABANTU MUNICIPALITY

### TENDER NO. UMUZ/10/2026 CONSTRUCTION OF MHLWAZINI ACCESS BRIDGE PHASE 2 IN WARD 2

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### **C3.1 STANDARD SPECIFICATIONS**

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

### **C3.2: PROJECT SPECIFICATIONS**

The Project Specifications, consisting of two parts, form an integral part of the Contract and supplement the Standard Specifications.

Part A contains a general description of the Works, the Site and the requirements to be met.

Part B contains variations, amendments and additions to the Standard Specifications and, if applicable, the Particular Specifications.

In the event of any discrepancy between a part or parts of the Standard or Particular Specifications and the Project Specifications, the Project Specifications shall take precedence. In the event of a discrepancy between the Specifications (including the Project Specifications) and the drawings and / or the Schedule of Quantities, the discrepancy shall be resolved by the Engineer before the execution of the work under the relevant item.

The Standard Specifications, which form part of this contract, have been written to cover all phases of work normally required for road contracts, and they may therefore cover items not applicable to this particular contract.

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## C3.2: PROJECT SPECIFICATIONS

### PART A: GENERAL

#### 1. DESCRIPTION OF THE WORKS

##### 1.1 Employer's Objectives

The employer's objectives are to deliver public infrastructure using labour intensive methods. The Contractor shall be required to attend community meetings from time to time.

##### 1.2 Location of the Works

The project falls under the UGU District Municipality Area and is administered by the Umuziwabantu Municipality. Works will take place in the Harding Area start of project 30°37'37.24"S and 30° 7'30.98"E, end of project 30°37'41.96"S and 30° 7'34.55"E

C4.1 of this document.

##### 1.4 Overview of the Works

**Addition on the existing structure of a 3-celled 4.2m x 4.2m culvert bridge to a 6-celled 4.2m x 4.2m culvert bridge.**

The major items of construction are as follows:

- I. Construction of a 3 celled 4.2m x 4.2m culvert bridge, (To add on existing)
- II. Construction of 0.4km gravel road (Approach road on either side of the bridge)
- IV. Construction of drainage facilities

##### 1.4 Extent of the Works

The Contractor shall carry out all work required for THE CONSTRUCTION OF MHLWAZINI ACCESS BRIDGE PHASE 2 IN WARD 2.

- a) Establishment on site and clearing & grubbing.
- b) Provision of traffic accommodation facilities.
- c) Construction of a culvert bridge (In-Situ)
- d) Construction of an approach road.
- e) Construction of gabion retaining wall
- f) Construction of gabion mattress
- g) Stone pitching
- h) Liability period.

##### 1.5 Detailed Description of the Works

The following description is a broad outline of the works and does not limit the work to be executed by the Contractor in terms of the contract. The quantities of some of the major items indicated in this section are indicative, not absolute, and are provided to define in general terms the overall scope of the project.

Approximate quantities of each type of work to be carried out in accordance with the contract documents are listed in the Schedule of Quantities in Section C2.2.

The site shall not only comprise the proclaimed road reserve but shall be extended in the broader sense to take account of all areas occupied by the Contractor, be it deliberate or unintentional, in the execution of the contract. The site includes all the land within the proclaimed limits of the road reserve along the extent of the works, borrow pits and quarry sites, stockpile areas, locations set aside for construction and supervision accommodation and any other location required for the execution of the Works.

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

#### **1.5.1 Access to the Site**

Access to the site can be gained from N2. Travelling South on N2 from Durban for 107km. Take exit 45 for N2/R102 toward Marburg / Kokstad / Port Shepstone then travel for 550m, turn right onto N2 then travel for 9.9km until you reach the right turn where you'll travel for 26.7km, take a slight right turn and proceed for 4.4km, take another right turn and travel for 650m, ahead is a right turn for 650m, proceed then take a left turn for 4.6km, another slight left for 700m, after travelling for 7.4km on your left is the start of the proposed Bridge.

#### **1.5.2 Quantities**

The leading quantities of the permanent works to be constructed are approximately as follows:

- a) Establishment on site and clearing & grubbing (0.3ha)
- b) traffic accommodation.
- c) Concrete (In-Situ culvert bridge, wingwalls, Apron slab)
- d) Gravel approach road.
- e) Gabion retaining wall
- f) Steel Reinforcement
- g) Stone pitching
- h) Formwork

#### **1.5.4 Material sources, spoil and stockpile areas**

Where possible, the material from the road cuttings shall be used for earthworks to the excavation fill construction.

The selected G7 material required selected backfill shall be sourced from the nearest borrow pit as directed by the Engineer on site. Spoil areas and areas for the temporary stockpiling of construction materials shall be determined and agreed on site in conjunction with the Engineer. The Contractor shall be permitted to use only these agreed spoil and stockpile areas, which shall be landscaped and vegetated on completion of the work.

#### **1.5.5 Accommodation of traffic**

The Contractor shall be required to accommodate traffic on the existing access road in the vicinity of the site in order to ensure the safe movement of vehicles and pedestrians.

#### **1.5.6 Engineer's campsite**

The Contractor is required to provide a furnished office and ablution facilities for the Engineer. The Engineer's acceptance control laboratory testing shall be done using nearest laboratory which will be called for testing on an as and when required basis.

#### **1.5.7 Climate**

Refer to the Geotechnical Report contained in Section C4.4.

#### **1.5.8 Environment**

The Contractor's attention is called to clause B1233 of Part B of these Project Specifications and to the requirements of Part C: Environmental Management Specification contained in section C3.3 Particular Specifications.

#### **1.5.9 Labour**

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Local labour is to be used and the employment of such labour is to be effected by the Contractor through liaison with the Community Liaison Officers (CLOs) associated with the project. The CLO shall assist the Contractor with the recruitment of local labourers to ensure an equitable distribution of people employed from the ward in the vicinity of the works.

#### **1.5.10 Labour-Intensive Construction methods**

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

Appropriate portions of the Works included in the Contract shall be executed using Labour Intensive Construction methods.

Except where the use of plant is essential, in the opinion of the Engineer, in order to meet the specified requirements by the Due Completion Date, the Contractor shall use only hand tools and equipment in the construction of those portion(s) of the Works that are required in terms of these Project Specifications to be constructed using Labour Intensive Construction methods.

These portions of the Works shall be constructed utilizing only locally employed labour and/or the labour of local sub-contractors, supplemented to the extent necessary and unavoidable by the Contractor's key personnel unless otherwise instructed by the Engineer and in accordance with the further provisions of the relevant sections of Portion B of the Project Specifications.

The portions of the Works to be executed using Labour Intensive Construction methods are:

- Cleaning and tidying up of the Site;
- Mixing and placing of concrete work;
- Fixing of reinforcement steel to final positions;

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

#### **1.6 Temporary works**

The contractor might have to provide temporary road deviations in order to efficiently control the traffic during construction. These deviations will have to be removed and made good on completion of the works.

#### **1.7 Maintenance of the works during the construction period**

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

The handing-over of the road reserve for this contract is described in clause B1224 of these Project Specifications. The Contractor shall be responsible for maintaining this portion of the road from the date of hand-over until the issue of the Certificate of Practical Completion.

#### **1.8 Testing of materials**

The Engineer will source the nearest commercial laboratory to carry out acceptance control testing of the materials. A prime cost sum has been allowed in Section 8100 of the Schedule of Quantities for any other acceptance control testing laboratory work which may have to be carried out by the Engineer using commercial laboratory facilities.

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The Contractor shall carry out the required process control testing as specified in terms of the COLTO standard specifications.

### **1.9 Power supply and other services**

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

### **1.10 Construction in confined areas**

It may be necessary for the Contractor to work within confined areas. Except where provided for in the specifications, no additional payment shall be made for work done in restricted areas. In certain places the width of the fill material and pavement layers may decrease to zero and the working space may be confined. The method of construction in these confined areas largely depends on the Contractor's constructional plant. However, the Contractor shall note that, unless otherwise provided for in terms of the scheduled payment items in the COLTO Standard Specifications or these project specifications, measurement and payment shall be in accordance with the specified cross sections and dimensions only, irrespective of the method used for achieving these cross sections and dimensions, and that the tendered rates and amounts shall include full compensation for all special equipment and construction methods and for all difficulties encountered when working in confined areas and narrow widths, and at or around obstructions, and that no extra payment shall be made nor shall any claim for additional payment be considered in such cases.

### **1.11 Contractor's campsite**

Possible locations for a campsite shall be pointed out at the clarification meeting.

The Contractor shall make his own arrangements for the provision of his campsite and housing for construction personnel, but the chosen site shall be subject to the approval of the Engineer, the local authorities and the Community Liaison Officer (CLO) associated with the project.

The standard of the Contractor's camp, offices, accommodation, ablution, and other facilities must comply with the requirements of all local authorities, environmental and industrial regulations concerned. In establishing and maintaining his campsite, due cognisance is to be taken of the requirements of clause B1233 of these Project Specifications.

The Contractor is to fully familiarise himself with all local by-laws and Government regulations for the employment, transport and accommodation of labour on site.

The Contractor shall particularly note that there is a low risk of theft, vandalism and damage to property in this area and adequate security will be required for all plant, establishment, temporary works and partially completed works. The Contractor shall be responsible for providing security for all plant,

Establishment, temporary works and partially completed works. No separate payment shall be made for the provision of such security since full compensation for these costs shall be deemed to be included in the amount tendered for item 13.01(c) (The contractor's general obligations: Time-related obligations).

### **1.12 Additional requirements for construction activities**

The travelling public shall have the right of way on public roads, and the Contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.

The Contractor's tendered rates shall include full compensation for all costs which may arise from the construction and maintenance of deviations and construction under traffic. No claim for additional costs which may arise from these methods of traffic accommodation and no additional

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payment owing to inconvenience as a result of the Contractor's method of working shall be considered.

### **1.13 Construction programme**

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

- 1) Allowance shall be made for special non-working days (refer to the contract data in section C1.2.2).
- 2) Construction activities must comply with all the specified environmental requirements including clause B1233 and the requirements of Part C: Environmental Management Specification contained in section C3.3 Particular Specifications.
- 3) Construction activities must comply with all the specified health and safety obligations including the requirements of Part E: OHS 1993 Health and Safety Specification contained in section C3.3 Particular Specifications.
- 4) Throughout the contract period traffic must be accommodated through the site and must not be prevented from doing so by the contractor's activities at the box culvert.
- 5) Strict control of access to and from local public roads shall be required when construction vehicles, plant or equipment leave or enter the site.
- 6) Low level crossings follow a natural stream drainage course and are founded below the water table. Access must be provided for excavations within the stream bed and along the stream banks below the water table. This will require the construction and maintenance of temporary stream diversion works and the continuous shoring and drainage of all excavations.
- 7) Rainfall in the upstream catchment of the stream will cause the water level at low level crossing sites to rise, thereby posing a threat to all the temporary works and partially completed permanent works. Such works must therefore be adequately drained, shored and protected and any stream diversions must maximize the available channel opening. The Contractor's programme of work shall take due cognisance of these risks by limiting the duration of the exposure of the various construction elements to such natural phenomena.
- 8) The concrete mix designs and water quality test results must be submitted to the Engineer for approval before concrete work for the structures commences. In the case of the low-level crossings, the Contractor shall therefore arrange the necessary laboratory testing immediately after commencing the contract so as not to delay the construction progress. The Contractor shall note that the necessary permission must be obtained from the Department of Water Affairs for the abstraction of water from streams and rivers.

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## **C3.2: PROJECT SPECIFICATIONS**

### **PART B: AMENDMENTS TO THE STANDARD SPECIFICATIONS**

#### **PROJECT SPECIFICATIONS RELATING TO THE STANDARD SPECIFICATIONS AND OTHER ADDITIONAL SPECIFICATIONS**

In certain clauses in the COLTO Standard Specifications, allowance is made for a choice to be specified in the Project Specifications between alternative materials or methods of construction, and for additional requirements to be specified to suit a particular contract. Details of such alternatives or additional requirements applicable to this Contract are contained in this part of the Project Specifications. It also contains the necessary additional specifications required for this Contract.

The clauses and payment items dealt with in this part of the Project Specifications are numbered 'B' with a number corresponding to the relevant clause or item number in the COLTO Standard Specifications.

New clauses and payment items not covered by clauses or items in the COLTO Standard Specifications have been included here and have also been designated with the prefix 'B'. Such clauses and items have been given a new number following upon the last number used in the particular section referred to in the COLTO Standard Specifications.

**SECTION 1100: DEFINITIONS AND TERMS****B1115 GENERAL CONDITIONS OF CONTRACT**

*Replace clause 1115 with the following:*

“The General Conditions of Contract for Construction Works 3rd edition 2015 published by the South African Institution of Civil Engineering (SAICE), together with the Special Conditions of Contract form part of the contract.

All references in the COLTO Standard Specifications for Road and Bridge Works are to the COLTO General Conditions of Contract for Road and Bridge Works for State Road Authorities. Consequently all references in the COLTO Standard Specifications have to be amended accordingly to reflect the appropriate General Conditions of Contract relevant to the Contract. The COLTO Standard Specifications have been scrutinized and the clauses, which refer to the COLTO General Conditions of Contract, identified. Each COLTO clause reference is tabulated in Table B1115 below (context of reference is also given) together with the relevant equivalent clause in the SAICE General Conditions of Contract for Construction Works third edition 2015 applicable for this contract.

Whereas every effort has been made to include all of the affected clauses in the table, there may be some omissions. In every case, however, the SAICE General Conditions of Contract for Construction Works third edition 2015 reference, as amended by the Special Conditions of Contract in the Contract Data, shall apply and the Contractor shall be responsible for interpretation of the equivalent clause.

**TABLE B1115: REFERENCES IN COLTO STANDARD SPECIFICATIONS TO THE COLTO GENERAL CONDITIONS OF CONTRACT AND RELEVANT SAICE GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS 2nd EDITION 2010**

COLTO Standard Specification		COLTO General Conditions of Contract 1998		SAICE General Conditions of Contract for Construction Works 3rd edition 2015	
Clause No	Page No	Clause No	Description or Reference	Clause No	Description or Reference
1202	1200-2	15	Programme	5.6	Programme of the Works
1209(e)	1200-5	52: 52(1)(e) 52(2)	Monthly payments (documentary evidence of ownership of materials)  Valuation of material brought onto Site	6.9 & 6.10: 6.9 6.10.2	Vesting of materials  Valuation of material brought onto Site
1210	1200-5	54:		5.14:	

<b>COLTO Standard Specification</b>		<b>COLTO General Conditions of Contract 1998</b>		<b>SAICE General Conditions of Contract for Construction Works 3rd edition 2015</b>	
<b>Clause No</b>	<b>Page No</b>	<b>Clause No</b>	<b>Description or Reference</b>	<b>Clause No</b>	<b>Description or Reference</b>
		54(1) 54(2) 54(3)	Certificate of practical completion	5.14.1 5.14.2 5.14.3	Certificate of Practical Completion
1212(l)	1200-7	49:  49(2)	  Contract Price Adjustment Factor	6.8:  6.8.2	  Contract Price Adjustment Factor
1215	1200-9	45	Extension of time for completion	5.12	Extension of time for completion
1217	1200- 10	35	Care of the Works	8.2	Care of the Works
1303	1300-1 and 1300-2	49 & 53:  49(2) and 49(3)  53	  Contract Price Adjustment Factor and special materials   Variations exceeding 20%	6.8 & 6.11:  6.8.2 and 6.8.3  6.11	  Contract Price Adjustment Factor and special materials   Variations exceeding 15%
1303	1300-2	12 &45:  12  45	  Commencement of Works and Commencement Date   Extension of time for completion	5.3 & 5.12:  5.3  5.12	  Commencement of the Works   Extension of time for completion
1403 (c)(ii)	1400-4	40(1)	Valuation of variations	6.4.1	Valuation of variations
1505	1500-3	40:  40(1)	  Valuation of variations	6.4:  6.4.1	  Valuation of variations
1507 Items: 15.08 15.09 15.11	1500-8	48:  48.1	  Provisional Sums	6.6:  6.6.1	  Provisional Sums
3108 Note (2)	3100-4	40:  40(1)	  Valuation of variations	6.4:  6.4.1	  Valuation of variations

## C3.3 PARTICULAR SPECIFICATIONS

<b>COLTO Standard Specification</b>		<b>COLTO General Conditions of Contract 1998</b>		<b>SAICE General Conditions of Contract for Construction Works 3rd edition 2015</b>	
<b>Clause No</b>	<b>Page No</b>	<b>Clause No</b>	<b>Description or Reference</b>	<b>Clause No</b>	<b>Description or Reference</b>
3204 (b)(iii)	3200-2	40:		6.4:	
		40(1)	Valuation of variations	6.4.1	Valuation of variations
3303(b)	3300-2	2	Engineer and Engineer's Representative	3 & 3.2	Engineer and Engineer's Representative
5803(c)	5800-3	40:		6.4:	
		40(1)	Valuation of variations	6.4.1	Valuation of variations
5805(d)	5800-4	40:		6.4:	
		40(1)	Valuation of variations	6.4.1	Valuation of variations
5809 Item 58.10	5800- 10	48:		6.6:	
		48.1	Provisional Sums	6.6.1	Provisional Sums
8103(c)	8100-1	40:		6.4:	
		40(1)	Valuation of variations	6.4.1	Valuation of variations
8117 Item 81.03	8100- 26	22	Clearance of site on completion	19	Clearance of site

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**SECTION 1200: GENERAL REQUIREMENTS AND PROVISIONS****B1202 SERVICES**

*Add the following at the end of clause 1202:*

“The known services and the relocation thereof are described in section C4.3 Existing Services Report.

A provisional sum is included in the Schedule of Quantities to cover the costs of relocating the known services. This provisional sum shall be used to effect payments for the services relocation work carried out by the subcontractor selected by the Contractor in consultation with the Employer for this purpose.”

**B1205 WORKMANSHIP AND QUALITY CONTROL**

*Add the following paragraph to the end of clause 1205:*

"Testing for quality control shall be conducted in accordance with the requirements of Section 8200 for Quality Control."

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

*Delete the first paragraph of clause 1206 in its entirety and replace it with the following:*

“The contractor shall comply with all legal provisions in regard to surveying and setting out work.”

The contractor shall check the condition of all reference and level beacons and shall satisfy himself that they have not been displayed and are true in regard to position and level. If beacons have been destroyed, displayed or damaged before the site is handed over to the contractor, the engineer will arrange to have new beacons installed. A beacon which has been displayed shall not be used unless its true position and levels have been re-established and the new values verified by the engineer.

Where a beacon is likely to be displayed during construction operations, the contractor shall establish suitable reference beacons at locations where they will not be displayed during construction. No beacon shall be covered over, displayed or destroyed before accurate reference beacons have been established and details of the position and levels of such beacons have been submitted to and approved by the engineer. The contractor's reference beacons shall be of at least the same quality and durability as the existing beacons.

In cases where the displacement of or damage to property beacons or trigonometrical-survey beacons is unavoidable, the contractor shall notify the engineer in good time so that he may arrange to have such beacons suitably referenced and later on reinstated. The cost of such work, if paid for by the contractor, shall be reimbursable as extra work, as provided in the general conditions of contract.

For the purposes of this clause and of clause 14 of the general conditions of contract, any beacon made from a metal peg cast in concrete and any boundary beacon, whether or not cast in concrete, shall be regarded as a beacon. Centre-line pegs shall not be classified as beacons.

To protect beacons, the boundary fences of the road reserve shall be splayed at corners so as to avoid the use of corner posts in the same position as property or trigonometrical-survey beacons, all as shown on the drawings.

The setting out of work will not be measured and paid for directly, and compensation for the work involved in setting out will be deemed to be covered by the rates tender and paid for the various items of work included in this contract.

## **B1209 PAYMENT**

### **(a) Contract rates**

Add the following new paragraph at the end of sub-clause B1209 (a):

"All rates tendered are to be exclusive of VAT."

## **B1212 ALTERNATIVE DESIGNS AND OFFERS**

Add the following to the end of sub-clause 1212(m):

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

## **B1215 EXTENSION OF TIME RESULTING FROM ABNORMAL RAINFALL**

Extension of time resulting from abnormal rainfall shall be calculated according to the requirements of Method (ii) (Critical-path method).

Method (ii) (Critical-path method)

Delete the words "(based on a five-day working week)" in the fifth and sixth lines of the second paragraph of Method (ii).

Add the following to the end of Method (ii):

"The value of "n" working days expected delay caused by normal rainy weather as referred to in Method (ii) shall be as given in Table B1215 below for each respective calendar month of any year:

Table B1215

Month	Expected delay of "n" working days due to normal rainy weather	Month	Expected delay of "n" working days due to normal rainy weather
January***	5	July	1
February	4	August	1
March	4	September	2
April	3	October	3
May	2	November	4
June	1	December*	5
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Includes the whole month of December / January.

Each "n"-value in Table B1215 applies only to the calendar month immediately to the left of the number, and the "n"-values as specified shall not be taken as being carried forward so as to accumulate over the contract period. If no abnormal rainfall occurs during a particular calendar month in a particular year, then no extension of time for abnormal rainfall shall be granted with respect to that calendar month for that year, and no further consideration shall be given to that "n"-value in respect of that year.

Similarly, if the "n" working days expected delay caused by normal rainy weather during a particular calendar month in a particular year (for which the Contractor shall have made provision in his programme of work in accordance with Method (ii)) are not taken up (either in whole or in part) by standing time due to normal rainy weather during that month of that year, then no further consideration shall be given to those "n" working days (or portion thereof), which effectively have been gained, when any subsequent extension of time claims which may arise later during the contract period are assessed by the Employer."

## **B1219 WATER**

Add the following paragraph to the end of clause 1219:

"The Contractor shall arrange for chemical tests to be carried out to confirm the suitability of his proposed water sources for use as drinking water and for use in the concrete construction. The Contractor shall ensure that these tests also include testing for salinity and sugar content levels.

The Contractor shall note that the necessary permission must be obtained from the Department of Water Affairs for the abstraction of water from streams and rivers."

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**B1224 THE HANDING-OVER OF THE ROAD RESERVE**

*Add the following paragraph to the end of clause 1224:*

"The handing-over of the road reserve for this project shall be subject to the following restrictions:

- (a) Only the portion of the road reserve where works are to take place shall be handed over to the Contractor. The Contractor shall be responsible for the maintenance along this portion of the road until completion of the contract.
- (b) The Contractor shall be required to accommodate public traffic in a manner approved by the Engineer on site.

**B1229 SABS CEMENT SPECIFICATIONS**

*Add the following paragraphs to the end of clause 1229:*

"All cement used on this contract shall comply with SANS 50197-1: Cement Part 1: Composition, specifications and conformity criteria for common cements.

Where reference is made in these Project Specifications or in the COLTO Standard Specifications to the former SABS cement specifications (e.g., SABS 471, SABS 626, SABS 831, SABS 1491), such reference shall be replaced with the new specification:

SANS 50197-1: Cement Part 1: Composition, specifications and conformity criteria for common cements.

The blending of cements on site shall not be permitted."

*Add the following new clauses at the end of Section 1200:*

**B1231 COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993**

All labour employed on the site shall be covered by the Compensation for Occupational Injuries and

Diseases Act, 1993, as amended. The Contractor shall pay in full, including the payment of the necessary levies, such amounts as are due in terms of the Act. The manner in which compensation in

terms of this Act shall be handled shall be resolved by the Contractor at the commencement of the contract.

**B1232 COMPLIANCE WITH THE ROAD TRAFFIC ACT**

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

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

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

### **B1233 ENVIRONMENTAL IMPACT CONTROL**

In addition to aspects of the design which are intended to avoid or reduce environmental impact, and in addition to normal good construction practice expected of the Contractor, the following requirements shall also be observed:

- (a) The Contractor shall comply with the requirements of Part C: Environmental Management Specification contained in section C3.3 Particular Specifications.
- (b) Clearing shall be limited to the road prism and, where applicable, to detours, which shall be sited in consultation with the Engineer and the local communities.
- (c) No littering by construction workers shall be allowed. A refuse control system shall be established for the collection and removal of refuse to the satisfaction of the Engineer.
- (d) Adequate provision shall be made for temporary toilet requirements in construction areas. Use of the veld for this purpose shall not be allowed under any circumstances.
- (e) Streams, rivers and dams shall be protected from direct or indirect spillage of pollutants, such as refuse, garbage, cement, concrete, sewage, chemicals, fuels, oils, aggregate tailings, wash water, organic materials and bituminous products. In the event of spillage, prompt action shall be taken to clear the affected area. Emergency measures in the event of spillage shall be set out and the responsible person shall be made aware of the required action. The construction of temporary and / or permanent dams shall be done with the necessary approvals from the Department of Water Affairs and Forestry and the Department of Environmental Affairs and Tourism.
- (f) Provision shall be made to prevent excessive erosion and siltation throughout the Contract and in particular on adjacent land. Should excessive erosion and / or siltation take place outside the road reserve as a direct result of the Contractor's construction activities, the Contractor shall be responsible for making good the erosion / siltation to the satisfaction of the landowner and the Engineer.
- (g) invader species of plants shall be controlled.
- (h) Dust and noise pollution shall be restricted to acceptable levels.

No separate payment shall be made for observing these requirements as such payment shall be deemed to be included in the amount tender for item 13.01(c) (The contractor's

general obligations: Time-related obligations). Any avoidable non-compliance with these requirements shall be considered sufficient grounds for withholding payment of part or all of the amounts to be paid for the above item in order to pay for the repairs to any damages.

## **B1234 MEASUREMENT AND PAYMENT**

<b>Item</b>	<b>Unit</b>
<b>B12.01 Relocation and protection of existing services</b>	
(a) Provisional sum for existing services to be relocated and / or protected during construction	Provisional sum
(b) Handling cost and profit in respect of subitem B12.01(a)	Percentage (%)

### **B12.01(a) above**

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

The tendered percentage is a percentage of the amount of expenditure approved by the Engineer under subitem B12.01(a), and shall include full compensation for the handling costs of the Contractor and the profit in connection with the relocation and / or protection of the relevant services.

<b>Item</b>	<b>Unit</b>
<b>B12.02 Construction of new survey beacons</b>	
(a) Provisional sum for new survey beacons to be constructed during construction	Provisional sum
(b) Handling cost and profit in respect of subitem B12.02(a) above	Percentage (%)

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

The tendered percentage is a percentage of the amount of expenditure approved by the Engineer under subitem B12.02(a), and shall include full compensation for the handling costs of the Contractor and the profit in connection with the construction of new survey beacons or the protection of existing survey beacons."

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<b>Item</b>	<b>Unit</b>
<b>B12.03</b>	<b>Environmental Control</b>
(a) Allowance for Environmental Control Officer sum	Provisional sum
(b) Handling cost and profit in respect of subitem B12.03(a) above	Percentage (%)

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

The tendered percentage is a percentage of the amount of expenditure approved by the Engineer under subitem B12.03(a), and shall include full compensation for the handling costs of the Contractor and the profit in connection with the provision of a the Environmental Control Officer."

<b>Item</b>	<b>Unit</b>
<b>B12.04</b>	<b>Training</b>
(a) Appointment of two local trainee students for the Duration of the project	Provisional sum
(b) Handling cost and profit in respect of subitem B12.04(a) above	Percentage (%)

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

The tendered percentage is a percentage of the amount of expenditure approved by the Engineer under subitem B12.04(a), and shall include full compensation for the handling costs of the Contractor and the profit in connection with the provision of a Local Trainee Student."

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

### **B1303 PAYMENT**

*Add the following at the start of clause 1303:*

"All references in clause 1303 to the final value of the work increasing or decreasing by "twenty (20) per cent" in terms of the COLTO general conditions of contract shall be read as increasing or decreasing by "fifteen (15) per cent" in terms of the General Conditions of Contract 2010.

Separate provision has been made in the Schedule of Quantities for the pricing of the Contractor's general obligations with regard to Health and Safety, and for the provision of the key personnel comprising the Site Agent and the surveyor."

Refer to the second sentence of the fourth last paragraph of Clause 1303, page 1300-2 of the COLTO Standard Specifications and delete the words "from the date on which the contractor has received the letter of acceptance in terms of Clause 12 of the General Conditions of Contract" and replace these words with the following:

"from the Commencement Date in terms of Clause 5.2.1 of the General Conditions of Contract (2010),".

*Add the following at the end of clause 1303:*

"The amount payable to the Contractor for time-related obligations arising from extensions of time granted by the Employer, where the Contractor is fairly entitled to such compensation in terms of Clause 5.12 of the General Conditions of Contract 2015, shall be calculated as follows:

- (i) The Contractor shall apply for the extension of time in terms of the number of working days delay incurred.
- (ii) The number of working days extension of time finally granted shall then be added to the contract by the Employer, commencing on the first working day after the day of the original completion date. Special non-working days as defined in the contract data shall not be counted as working days in calculating the extended completion date.
- (iii) The number of calendar days extension of time granted from the original completion date to the extended completion date as calculated in (ii) above shall then be calculated, commencing on the first calendar day after the day of the original completion date.

The following formula shall then be used to calculate the number of months extension of time granted:

No. of months extension of time granted

$$= \quad [(\text{No. of calendar days extension of time granted} / 365)] \times 12$$

(iv) The number of months extension of time granted calculated as in (iii) above shall be the number of additional months measured for payment for time-related obligations under item 13.01(c) as a result of the extensions of time granted.

**Note:** The number of months extension of time granted calculated as in (iii) above shall also be included in the measurement of any other items scheduled under Sections 1300, 1400, 1500 or elsewhere in the Schedule of Quantities that involve the unit of measurement "month" and that were provided on site for the full duration of the extended period. Where such items were provided for a portion of the extended period only, a pro rata payment shall be made, based on the number of calendar days the item was provided on site after the original completion date divided by the number of calendar days as calculated in (iii) above for the extension of time granted."

*Add the following new pay items at the end of clause 1303:*

<b>Item</b>	<b>Unit</b>
<b>B13.02 Provision for Health and Safety</b>	
(a) Fixed obligations	
(i) Preparation of risk assessments, safe work procedure, the project health and safety matter the contractor deems necessary, all projective clothing (boots, vests, gloves, hardhats etc), including handing over of records to the Employer	Sum
(b) Time related obligations	
(i) Updating and amending the risk assessments, safe work procedures, project health and safety plan, and compliance with relevant legislation	month
(ii) Safety Officer	month

Payment of the lump sums tender under sub-items B13.02(a) (i) and the rate per month for sub item B13.02(b) (i) and (ii) shall, for the three sub-items together, include full compensation for all the Contractor's costs in respect of compliance with the OHS Act and Construction Regulations.

Payment of each of the lump sums tender under sub-items B13.02 (a) shall be made in three instalments as specified for the payment of the lump sum tender under sub item 13.01(a).

<b>Item</b>	<b>Unit</b>
<b>B13.03      Contract signboard</b>	number (No)

The unit of measurement shall be the number of contract signboards erected as instructed by the Engineer.

The tender rate shall include full compensation for providing and erecting each contract signboard complete (refer to the typical signboard face detail shown in Section C4.2), including for timber poles and fixings, excavation and backfill, and for dismantling and removing the signboard structures and reinstating the signboard area on completion."

<b>Item</b>	<b>Unit</b>
<b>B13.04                      Control Liaison Officer</b>	
(a) Provisional sum for paying CLO on a monthly basis For the duration of contract	Provisional sum
(b) Handling cost and profit in respect of subitem B13.04(a) above	Percentage (%)

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

The tendered percentage is a percentage of the amount of expenditure approved by the Engineer under subitem B13.04(a), and shall include full compensation for the handling costs of the Contractor and the profit in connection with the provision of a Control Liaison Officer."

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**B1501 SCOPE**

*Add the following to the end of clause 1501:*

“Throughout the course of the contract the Contractor shall ensure that the works do not prevent service owners or the Employer’s other contractors from gaining access through the site.

The Contractor shall be required to accommodate traffic in the vicinity of the points at which he accesses the site from the existing road network. All movements of the Contractor’s plant to and from the existing access road at these intersections shall be strictly controlled by means of appropriate signage, delineators, stop / go facilities and flagmen.

**B1502 GENERAL REQUIREMENTS**

*Add the following new sub clause to the end of clause 1502:*

**“(j) Public traffic**

The Contractor must plan and conduct his activities so as to bring about the least possible disruption to the

“The Contractor shall provide, erect and maintain the necessary traffic-control devices, road signs, channelization devices, barricades, warning devices and road markings (hereinafter referred to as traffic-control facilities) in accordance with these project specifications and as shown on the drawings and in the South African Road Traffic Signs Manual in conjunction with the latest edition of Road Signs Note No.13 - Roadworks, and shall remove them when no longer required.

The Contractor shall replace at his own cost any traffic-control facilities that have been damaged, lost or stolen. The Contractor shall also remove all bituminous or other foreign material from the traffic-control facilities in order to keep them clean and visible at all times. Traffic-control facilities that can no longer be cleaned effectively shall be replaced with new ones at the cost of the Contractor.”

Replace the first sentence of the third paragraph of clause 1503 with the following:

“The type of construction, spacing and placement of traffic-control facilities shall be in accordance with the latest edition of Road Signs Note No.13 - Roadworks, these project specifications, the drawings and the South African Road Traffic Signs Manual.

The details shown for spacing and placement of traffic-control facilities may, however, be revised at the discretion of the Engineer where deemed necessary to accommodate local site geometry and traffic conditions.”

**(a) Traffic-control devices**

*Add the following new paragraph after the end of the second paragraph of sub clause 1503(a):*

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"The reduction of the road width to a single lane carrying one-way traffic and controlled by "Stop / Go" boards shall be allowed only during daylight hours in clear weather conditions when work is actively taking place on the road, and such reduction of the road width shall always be accompanied by sufficient on-going watering to keep the dust down at all times on any trafficked gravel surfaces in order to maintain good visibility along the deviation. At least two lanes carrying two-way traffic shall be provided at all other times."

**(b) Road signs and barricades**

*Add the following to the end of sub clause 1503(b):*

"The Contractor shall be responsible for the protection and maintenance of all signs, and shall at his own cost replace any that have been damaged, lost or stolen.

The temporary road signs required for this contract shall generally be mounted on poles installed in the ground. Where temporary signs such as delineators are mounted on portable supports, the only permitted method of ballasting such sign supports shall consist of durable sandbags filled with sand of adequate mass to prevent the signs from being blown over by wind. The cost of the sandbags shall be included in the tender rates for the applicable types of temporary road signs.

The traffic-control devices, temporary signs and devices required in the contract are those designated in Road Signs Note No.13 - Roadworks.

The covering of permanent road signs, if applicable, shall be carried out by utilising a hessian bag which shall be pulled over the sign in the form of a hood and fastened to the sign posts using wire ties. Plastic bags or other materials, and fastening by means of adhesive tape, shall not be permitted for this purpose. The cost of covering permanent road signs shall be deemed to be covered by the tender rates for items 15.01 and 15.10 (if applicable).

No work may proceed on any section where accommodation of traffic is required until such time as the relevant requirements with regard to signposting are met and the written approval of the Engineer has been obtained. The Contractor shall keep sufficient surplus signs, delineators and barricades on the site to allow for the replacement of damaged or missing items immediately upon discovery, or within three hours of instructions to such effect having been given by the Engineer. Delineators shall be of the flexible plastic / rubber reversible variety and not of the rigid metal variety."

**(c) Channelization devices and barricades**

*Add the following paragraphs at the end of sub clause 1503(c):*

"Delineators shall be manufactured from plastic / rubber materials and shall be adequately ballasted with sand bags to prevent the signs from being blown over by wind or wind turbulence from moving traffic.

Traffic cones shall be manufactured from fluorescent orange or red plastic material, and shall be used only at short term lane deviations during daylight hours. All traffic cones

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used on deviations shall be 750mm high. Lane closures which continue into the night time shall be demarcated by delineators only.

The use of steel drums as channelization devices shall not be allowed on this Contract. Channelization shall be effected by the use of delineators or cones as detailed in Road Signs Note No. 13 - Roadworks.”

**(e) Warning devices**

*Add the following to sub clause 1503(e):*

“All construction vehicles and plant used on the works shall be equipped with 200mm diameter rotating amber flashing lights and with "Construction Vehicle" warning signs. All vehicles and plant shall obtain a clearance permit from the Engineer before being allowed onto the site.

Rotating lights shall have an amber lens of a minimum height of 200mm and shall be mounted to ensure clear visibility from all directions. The lights on construction vehicles shall be switched on as the vehicles decelerate to enter a construction area, while construction vehicles are operating within the accommodation of traffic area, and as the vehicles accelerate to the general speed when entering the road from a construction area. Lights on plant shall operate continuously while the plant is working alongside sections of road open to public traffic.

All LDVs and cars operating on site shall also be equipped with rotating amber flashing lights which shall be placed so as to be clearly visible and shall be operated continuously while the vehicles are manoeuvring in or out of traffic or while the vehicles are travelling alongside or parked alongside roads open to public traffic. Rotating lights and the "Construction Vehicle" warning signs on the Contractor's vehicles and plant shall not be paid for separately but shall be included in the rates covering the use of the vehicles.

The Contractor shall apply and maintain to the approval of the Engineer such rotating amber lights and warning signs, together with any temporary mounting brackets. Vehicles and plant that do not comply with these requirements shall be removed from the site.”

*Add the following new sub-clauses to clause 1503:*

**“(g) Other signs and facilities**

The Engineer may instruct the Contractor to provide any other road sign, reflective tape, etc. not measured in the standard pay items. Such other road signs, reflective tape, etc. shall conform to the requirements of the South African Road Traffic Signs Manual and any other specification provided by the Engineer.

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**(h) High visibility safety vests**

The Contractor shall ensure that all his own personnel, excluding those who are permanently office bound, all other construction workers on the site, staff of the Engineer and visitors are equipped with high visibility reflective safety vests. High visibility reflective safety vests shall be worn at all times when working on or near to the travelled way. High visibility reflective safety vests shall be kept in good condition and any such safety vests that are, in the opinion of the Engineer, ineffective shall be replaced immediately by the Contractor.”

**SECTION 1600: OVERHAUL**

**B1602 DEFINITIONS**

**(a) Overhaul material**

*Add the following to the end of sub-clause 1602(a):*

“Overhaul shall not be measured separately for payment for materials obtained from commercial sources, and the rates tender for such materials shall be fully inclusive of all haul required.”

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**SECTION 1700: CLEARING AND GRUBBING****B1704 MEASUREMENT AND PAYMENT****Item****B17.01 Clearing and grubbing**

*Add the following to the end of the first paragraph of item 17.01:*

“Only clearing and grubbing necessarily required for road works and structural works within the road reserve shall be measured for payment. Payment for clearing and grubbing for the construction of campsites shall be regarded as being included in the rates tender for item 13.01 for the contractor’s general obligations, and shall not be measured separately.”

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## **SECTION 2200: PREFABRICATED CULVERTS**

### **B2204 CONSTRUCTION METHODS**

*Add to Clause 2204 the following:*

“Generally, prefabricated stormwater drainage pipes and rectangular culverts will be installed using the 'trench method”.

### **B2210 LAYING AND BEDDING OF PREFABRICATED CULVERTS**

#### **(f) General**

*Add to Sub-clause 2210(f) the following:*

“Pipe culverts have been designed to the positions, lengths and elevations shown on the drawings. However, site conditions may dictate that changes are necessary. Any such changes will be agreed with the Engineer and recorded in writing”.

### **B2211 BACKFILLING OF PREFABRICATED CULVERTS**

*Add to the fourth paragraph of Clause 2211 the following:*

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

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**SECTION 3300: MASS EARTHWORKS**

**B3301 SCOPE**

*Add to clause 3301 the following:*

The Contractor shall note the restricted nature of the earthworks in general, and where the widening of existing cuts and fills are required in particular. No extra over rates for widening of cuts, widening of fills or for working in restricted areas shall be applicable to this Contract.

**B3305 (c) Preparing and Compacting the Roadbed**

Amend the first sentence to read:

“Any part of the roadbed where the height of fill is less than 2 metres from ground level to finished road level and.....”.

**B3306 CUT AND BORROW**

**(a) Dimensions of Cuts**

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

Add the following:

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

**B3307 FILLS**

**(i) Widening of fills**

*In the eight paragraph of Sub-clause 3307(i), delete the sentence :*

“An extra-over payment for the widening of existing fills will apply under Item 13.16.”

*And, add the following :*

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

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### 33.12 MEASUREMENT AND PAYMENT

#### General directions

*Delete Note (3) and replace with the following:*

No extra over payment will be made due to the nature of the site or the size of the work area available. All costs associated with the execution of the works are deemed to be included in the tender rates for the items in the Bill of Quantities.

*Amend the payment items under Clause 3312 as follows:*

**B33.01**        *In the description replace " 0.5 km" with "1.0 km."*

*In the fifth paragraph, replace " 0.5 km" with "1.0 km."*

*In the fifth paragraph, after "the cutting of benches" insert "including benches in existing fill slopes to be widened."*

*Add the following new item:*

Item	Unit
<b>B33.03 (f) Extra over item 33.01 for breaking down material in: (a) Intermediate excavation</b>	cubic metre (m <sup>3</sup> )

The unit of measurement and tender rates shall be as stated in the COLTO Standard Specifications, except that the tenderer shall note that the material to be measured under this item has already been blasted in the cutting km 34.2 to km 34.6.

**B33.04**        *In the description replace " 0.5 km" with "1.0 km."*

*In the fourth paragraph replace "0.5 km" with "1.0."*

**B33.07**        *Replace the description with "Cut to spoil in spur dyke and compact including free-haul up to 1.0 km. Material obtained from: "*

*In the fourth paragraph replace "0.5 km" with "1.0."*

**B33.10**        *In the description after ".....compaction of material" add "where the height of fill is less than 2m"*

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**SECTION 3400: PAVEMENT LAYERS OF GRAVEL MATERIAL****B3402 MATERIALS****(a) General**

Add to Clause 3402(a) the following:

The pavement layers for the road shall consist of:

Gravel Wearing Coarse	150 mm G5 gravel material from a commercial source.
Selected Gravel Layer	150 mm G7 gravel material from a commercial source
Roadbed preparation	150 mm G9/10 gravel material in situ, from road reserve.

All layers shall comply with the requirements of Tables 3402/1, 3402/2 and 3402/5 of the Standard Specification.

**(b) Compaction Requirements**

Add to Clause 3402(b) the following:

The compaction requirements of the pavement layers shall be:

Gravel Wearing Coarse	95% of modified AASHTO density
Selected Gravel	93% of modified AASHTO density
Roadbed preparation	93% of modified AASHTO density

**B3407 MEASUREMENTS AND PAYMENTS**

*Amend the payment items under Clause 3407 as follows*

**B34.01** *In the description replace "Pavement layers constructed From gravel taken from cut or borrow, including free-haul up to 1,0 km:" with " Pavement layers constructed from gravel taken from commercial sources, including all haulage "*

**B34.01** *In the description remove "including free-haul up to 1.0 km" and replace with "Including all haulage"*

**B34.01** *In the description remove "from cut or borrow" and replace with "from commercial source"*

*In the second paragraph, add "No overhaul shall be paid under this contract"*

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**SECTION 5100: PITCHING, STONEMWORK AND PROTECTION AGAINST EROSION.**

**5103 Stone Pitching:**

**(b) Grouted stone pitching**

The work shall be done in accordance with all the requirements specified for plain pitching in sub-clause 5103(a)

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

The grout pitching shall be cured with wet sacking or other approved wet cover for not less than a period of:

Four days after grouting, and shall not be subjected to loading until adequate strength has been developed. Where required, weep holes shall be formed in the pitching.

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**SECTION 5200: GABIONS****B5202 MATERIALS**

(f) Filter fabric below the gabions

Add the following at the end of sub-clause 5202(f):

"In the case of the filter fabric used to line the earth faces of the gabion mattresses at the box culvert inlet, the following properties shall apply:

Penetration load (minimum)	3500 Newton
Puncture resistance (maximum)	15 mm
Water percolation (minimum)	20 litre / m <sup>2</sup> / sec"

*Add the following new pay items at the end of clause 5204:*

<b>Item</b>		<b>Unit</b>
<b>B52.05</b>	<b>Concrete class 15/19 in grouted rhino mattress</b>	<b>m<sup>3</sup></b>
<b>B52.06</b>	<b>Extra over Item 52.03 (c) for cutting mattress to suit</b>	<b>m<sup>3</sup></b>

**SECTION 8200: QUALITY CONTROL**

**B8201 SCOPE**

Add the following to the end of clause 8201:

“Quality Control Scheme 1 shall be applicable to this contract.”

### **C3.3: PARTICULAR SPECIFICATION: PES-ENVIRONMENTAL SPECIFICATION PS EMP1 ENVIRONMENTAL MANAGEMENT PLAN**

The Environmental Specification and extracts from the Environmental Management Plan compiled by the Environmental Assessment Practitioner follows in this section. The contractor will be required to adhere to this Specification in all respects. Bill items have been included in the schedule of quantities for compliance with environmental requirements.

#### **C.3.3.1 HEALTH AND SAFETY SPECIFICATION**

The Contractor shall address the following issues in a report prepared by their safety officer.

##### **1. Introduction and Background**

- 1.1. Background to the Pre-construction Health and Safety Specification
- 1.2. Purpose of the Pre-construction Health and Safety Specification
- 1.3. Implement of the Pre-construction Health and Safety Specification

##### **2. Pre-construction health and Safety specification**

- 2.1. Scope
- 2.2. Interpretation
  - 2.2.1. Application
  - 2.2.2. Definitions
- 2.3. Minimum Administrative Requirements
  - 2.3.1. Notification of Intention to Commence Construction Work
  - 2.3.2. Assignment of Contractor's Responsible Person to Supervise Health and Safety on Site
  - 2.3.3. Competency for Contractor's Responsible Persons
  - 2.3.4. Compensation of Occupational injuries and Diseases Act (COIDA) Act 130 or 1993
  - 2.3.5. Occupational Health and Safety Policy
  - 2.3.6. Health and Safety Organogram
  - 2.3.7. Preliminary Hazard Identification and Risk Assessment and Progress Hazard Identification and Risk Assessment
  - 2.3.8. Health and Safety Representative(s)
  - 2.3.9. Health and Safety Committee(s)
  - 2.3.10. Health and Safety Training
    - 2.3.10.1. Induction
    - 2.3.10.2. Awareness
    - 2.3.10.3. Competency
  - 2.3.11. General Record Keeping
  - 2.3.12. Health & Safety Audits, Monitoring and Reporting
  - 2.3.13. Emergency Procedures
  - 2.3.14. First Aid Box and First Aid Equipment
  - 2.3.15. Accident/ Incident Recording and Investigation
  - 2.3.16. Hazards and Potential Situations
  - 2.3.17. Personal Protection Equipment and Clothing
  - 2.3.18. Occupational Health and Safety Signage

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- 2.3.19. Sub-contractors
  - 2.3.20. Incentives and Penalties

- 2.4. Physical Requirements

- 2.4.1. Excavations, Shoring, Dewatering or Drainage
  - 2.4.2. Edge Protection and Penetrations
  - 2.4.3. Explosives and Blasting
  - 2.4.4. Piling
  - 2.4.5. Stacking of Material
  - 2.4.6. Speed Restrictions and Protection
  - 2.4.7. Hazardous Chemical Substances (HCS)

- 2.5. Plant and Machinery

- 2.5.1 Construction Plant
  - 2.5.2 Vessels under Pressure (Gas bottles including Operations)
  - 2.5.3 Fire Extinguishers and Fire Fighting Equipment
  - 2.5.4 Hired Plant and Machinery
  - 2.5.5 Scaffolding / Working on Heights
  - 2.5.6 False work for Structures
  - 2.5.7 Lifting Machine and Tackle
  - 2.5.8 Ladders and Ladder Work
  - 2.5.9 General Machinery
  - 2.5.10 Portable Electrical Tools / Explosive Power Tools
  - 2.5.11 High Voltage Electrical Equipment (Not maintained by cdc)
  - 2.5.12 Public Health and Safety
  - 2.5.13 Night Work
  - 2.5.14 Transport of Workers
  - 2.5.15 Traffic Accommodation

- 2.6. Occupational Health

- 2.6.1. Occupational Hygiene
  - 2.6.2. Welfare Facilities
  - 2.6.3. Alcohol and Other Drugs

### **3. Annexure A**

Task Completion Form

### **4. Annexure B**

Principal Contractor's Responsible Persons

### **5. Annexure C**

Other Requirements

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## 1. Introduction and Background

### 1.1 **Background to the Pre-construction Health and Safety Specification**

The Construction Regulations (February 2014) place the onus on the Client to prepare a pre-construction health & safety specification, highlighting all risks not successfully eliminated during design.

### 1.2 **Purpose of the Pre-construction Health and Safety Specification**

To assist in achieving compliance with the Occupational Health & Safety Act 85/1993 and the now promulgated Construction Regulations (February 2014) in order to reduce incidents and injuries. This pre-construction specification shall act as the basis for the drafting of the construction phase health & safety plan. These specifications in no way release Contractors from compliance with the relevant Legal requirements.

The pre-construction specification sets out the requirements to be followed by the Principal Contractor and other Contractors so that the health & safety of all persons potentially at risk may receive the same priority as other facets of the project e.g. costs, programme environment, etc.

## 2. Pre-construction Health and Safety Specification

### 2.1. **Scope**

This Specification covers the requirements for eliminating and mitigating incidents and injuries on the particular project

The scope also addresses legal compliance, hazard identification and risk assessment, risk control, and promoting a health and safety culture amongst those working on the project. The specification also makes provision for the protection of those persons other than employees.

### 2.2. **Interpretations**

#### 2.2.1. **Application**

This specification is a compliance document drawn up in terms of South African legislation and is therefore binding. It must be read in conjunction with relevant legislation as noted previously.

#### 2.2.2. **Definitions**

The definitions as listed in the Occupational Health & Safety Act 85/1993 and Construction Regulations (February 2014) shall apply.

### 2.3 **Minimum Administrative Requirements**

#### 2.3.1. **Notification of Intention to Commence Construction Work**

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The Contractor shall notify the Provincial Director of the Department of Labour in writing before construction work commences. A copy of this notification must be forwarded to the client on appointment.

**2.3.2. Assignment of Contractor's Responsible Persons to Supervise Health and Safety on Site**

The Contractor shall submit supervisory appointments as well as any relevant appointments in writing (as stipulated by the OHS Act and Construction Regulations), prior to commencement of work. Proof of competency must be included. See Annexure B.

**2.3.3. Competency for Contractor's Appointment Competent Persons**

Contractor's competent persons for the various risk management portfolios shall fulfil the criteria as stipulated under the definition of Competent in accordance with the Construction Regulations (February 2014). Proof of competence for the various appointments must be included.

**2.3.4. Compensation of Occupational Injuries and Diseases Act 130 of 1993 (COIDA)**

The Principal Contractor shall submit a letter of good standing with its Compensation Insurer to the client as proof of registration. Sub Contractors shall submit proof of registration to the Principal Contractor before they commence work on site.

**2.3.5. Occupational Health and Safety Policy**

The Principal Contractor and all Sub Contractors shall submit a Health and Safety Policy signed by their Chief Executive Officer. The Policy must outline objectives and how they will be achieved and implemented by the Company / contractor.

**2.3.6. Health and Safety Organogram**

The Principal Contractor and all Sub Contractors shall submit an organogram, outlining the Health and Safety site Management Structure including the relevant appointments/competent persons. In cases where appointments have not been made, the organogram shall reflect the intended positions. The organogram shall be updated when there are any changes in the site Management Structure.

**2.3.7. Preliminary Hazard Identification and Risk Assessment and Progress Hazard Identification and risk Assessment**

The Contractor shall cause a hazard identification to be performed by a competent person before commencement of construction work, and the assessed risks shall form part of the construction phase health and safety plan submitted for approval by the Client. The risk assessment must include;

- a) A list of hazards identified as well as potentially hazardous tasks.
- b) A documented risk assessment based on the list of hazards and tasks.

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- c) A set of safe working procedures (method statements) to eliminate, reduce and/or control the risks assessed.
  - d) A monitoring and review procedure of the risks assessment as the risks change.

The Principal Contractor shall ensure that all Sub Contractors are informed, instructed and trained by a competent person regarding any hazards, risks and related safe work procedures before any work commences and thereafter at regular intervals as the risks change and as new risks develop. Proof of this must be kept for inspection by the Client or Client Representative.

The Principal Contractor Shall be responsible for ensuring that all persons who could be negatively affected by its operations are informed and trained according to the hazards and risks and are conversant with the safe work procedures, control measures and other related rules (tool box talk strategy to be implemented).

### **2.3.8. Health and Safety Representative(s)**

The Principal Contractor shall ensure that Health and Safety Representative(s) are appointed under consultation and trained to carry out their functions. The appointment must be writing. The Health and Safety Representative shall carry out regular inspections, keep records and report all findings to the Responsible person forthwith and at health & safety meetings.

### **2.3.9. Health and Safety Committees**

The Principal Contractor shall ensure that project health and safety meetings are held monthly, and minutes are kept on record. Meetings must be organized and chaired by the Principal Contractor's responsible person. All Contractors' Responsible Persons and Health & Safety Representative shall attend the monthly health & safety meetings. Sub-contractors shall also have their own internal health & safety committees in accordance with the OHS Act 85/1993 and minutes of their meetings shall be forwarded to the Principal Contractor on a monthly basis.

### **2.3.10. Health and Safety Training**

#### **2.3.10.1. Induction**

The Principal Contractor shall ensure that all site personnel undergo a risk-specific health & safety induction training session before starting work. A record of attendance shall be kept in the health & safety file. **A suitable venue must be supplied to house this training.**

#### **2.3.10.2. Awareness**

The Principal Contractor shall ensure that, on site, periodic toolbox talks take place at least once per week. These talks should deal with risks relevant to the construction work at hand. A record of attendance shall be kept in the health & safety file. All Contractors have to comply with this minimum requirement. At least one of the Toolbox talks shall be on any environmental related issue.

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### 2.3.10.3. Competency

All competent persons shall have the knowledge, experience, training, and qualifications specific to the work they have been appointed to

supervise, control, carry out. This will have to be assessed on regular basis e.g. periodic audits by the Client, progress meetings, etc. The Principal Contractor is responsible to ensure that competent Sub Contractors are appointed to carry out construction work.

### 2.3.10.4. Rules of conduct

Principal contractors, their sub-contractors and all employees under the control, including any visitor brought onto site must adhere to the following Rules of conduct on site.

#### **YOU MAY NOT:**

- \* Partake, possess or sell drugs or alcoholic beverages on site. Any employee or visitor whose action and demeanour show symptoms of possible narcosis or drunkenness shall be removed from site.
- \* Indulge in practical jokes, horseplay, fighting or gambling.
- \* Destroy or tamper with safety devices, symbolic signs or wilfully and unnecessarily discharge fire extinguishers.
- \* Bring onto site or have in your possession a firearm, lethal weapon.
- \* Assault, intimidate or abuse any other person.
- \* Operate construction equipment (vehicles or plant) without the necessary training and authorisation.
- \* Display insubordination toward any supervisor, foreman or Manager in respect to carrying out of properly issued instructions or orders for health and Safety reasons.
- \* Enter any area where you have no business unless authorised to do so by the person in charge.
- \* Negligently, carelessly or wilfully cause damage to property of others.
- \* Refuse to give evidence or deliberately make false statements during investigations.

### **2.3.11. General Record Keeping**

The Principal Contractor and all Sub-Contractors shall keep and maintain Health and Safety records to demonstrate compliance with this Specification, with the OHS Act 85/1993; and with the Construction Regulations (February 2014). The Principal Contractor shall ensure that all records of incidents/accidents, training, inspections; audits, etc. are kept in a health & safety file held in the site office.

Then Principal Contractor must ensure that every Sub Contractor open its own health & safety file, maintains the file and makes it available on request.

### **2.3.11.1. Inspection of equipment and tools.**

The following items of equipment must be regularly inspected and maintained and appropriate records kept.

- \* First Aid dressing register.
- \* Fire equipment
- \* Lifting equipment
- \* Lifting gear
- \* Portable electrical equipment
  
- \* Stacking and storage inspections
- \* Explosive power tools
- \* Materials hoist (where applicable)
- \* Pressure Vessels
- \* Ladders
- \* Excavations
- \* Safety harnesses
- \* Scaffold-static and mobile.
- \* Pneumatic tools
- \* Construction vehicles and mobile plant.
- \* Health and Safety Representatives checklists

### **2.3.12. Health & Safety Audits, Monitoring and reporting**

The Client shall conduct monthly health & safety audits of the work operations including a full audit of physical site activities as well as an audit of physical site activities as well as an audit of the administration of health & safety. The Provincial Contractor is obligated to conduct similar audits on all Sub Contractors appointed by them. Detailed reports of the audit findings and results shall be reported on at all levels of project management meetings/forums. Copies of the Client audit reports shall be kept in the primary Project Health & Safety File while the Principal Contractor audit reports shall be kept in their file, a copy being forwarded to the Client. Sub Contractors have to audit their sub-contractors and keep records of these audits in their health & safety files, available on request.

### **2.3.13. Emergency Procedures**

The Provincial Contractor shall submit a detailed Emergency Procedure for approval by the client prior to commencement on site. The procedure shall detail the response plan including the following key elements:

1. List of key competent personnel;
2. Details of emergency services;
3. Actions or steps to be taken in the event of the specific types of emergencies;
4. Information on hazardous material/situations

Emergency procedure(s) shall include, but shall not be limited to, fire, spills, accidents to employees, use of hazardous substances, bomb threats, major incidents/accidents, etc.

The principal Contractor shall advise the Client in writing forthwith, of any emergencies, together with a record of action taken. A contact list of

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all service providers (Fire Department, Ambulance, Police, Medical and Hospital, etc.) must be maintained and available to site personnel.

#### **2.3.14. First Aid Boxes and First Aid Equipment**

The Provincial Contractor and all Sub Contractors shall appoint in writing First Aider(s). The appointed First Aider(s) are to be sent for accredited first aid training. Valid certificates are to be kept on site. The Principal Contractor shall provide an on-site First Aid Station with first Aid facilities, including first aid boxes adequately stocked at all times. All Sub Contractors with more than 5 employees shall supply their own first aid box. Sub Contractors with more than 10 employees shall have a trained, certificate first aider on site at all times.

#### **2.3.15. Accident/Incident Reporting and Investigation**

Injuries are to be categorised into first aid; medical; disabling; and fatal. The Principal Contractor must stipulate in its construction phase health & safety plans how it will handle each of these categories. When reporting injuries to the Client, these categories shall be used. The Principal Contractor shall investigate all injuries, with a report being forwarded to the Client forthwith. All Contractors have to report on the 4 categories of injuries to the Principal Contractor at least monthly. The Principal Contractor must report all injuries to the Client in the form of a detailed injury report at least monthly.

#### **2.3.16. Hazards and Potential Situations**

The Principal Contractor shall immediately notify other Sub Contractors as well as the Client of any Hazardous or Potentially hazardous situations that may arise during performance of construction activities.

#### **2.3.17. Personal Protective Equipment (PPE) and Clothing**

The Principal Contractor shall ensure that all workers are issued and wear hard hats, safe footwear and overalls. The Principal Contractor shall clearly outline procedures to be taken when PPE or clothing is:

1. Lost or stolen;
2. Worn out or damaged

The above procedure applies to Sub Contractors and their contractors, as they are all Employers in their own right.

#### **2.3.18. Occupational Health and Safety Signage**

The Contractor shall provide adequate on-site OHS signage. Including but not limited to 'no unauthorised entry, report to site office', 'site office, beware of overhead work, 'hard hat area'. Signage shall be posted up at all entrances to site as well as on site in strategic locations e.g. access routes, stairways, entrances to structures and buildings, scaffolding, and other potential risk areas/operations.

### **2.3.19. Contractors and their Sub Contractors**

The Principal Contractor shall ensure that all Sub Contractors under its control comply with its Specification, the OHS Act 85/1993, Construction Regulations (February 2014), and all other relevant legislation that may relate to the activities directly or indirectly. The Contractor, when appointing other Contractors as 'Sub-contractors', shall mutatis mutandis ensure compliance.

## **2.4. Physical Requirements**

### **2.4.1 Excavations, Shoring, De watering or Drainage**

The Principal Contractor and any relevant Sub Contractors shall make provision in their tender for shoring, dewatering or drainage of any excavation as per this specification.

The Contractor shall make sure that:

- a) The excavations are inspected before every shift each occurrence of rain or change to the excavation / shoring and a record is kept;
- b) Any excavation shall be adequately shored if people are required to work in the excavations and the depth is more than 1.5 meters or where conditions render this necessary at lesser depths. Undercutting is not allowed.
- c) Safe work procedures have being communicated to the workers;
- d) Excavated material shall be placed as far as from the trench as practically possible. a close watch shall be maintained at all times for signs of slipping, e.g. cracks developing at the edges of the excavation)
- e) The safe work procedures are enforced and maintained by the Contractor's Responsible Persons at all times)
- f) The requirements as per section 11 of the Construction Regulations are adhered to.
- g) Due to the condition off the soil (water) extra precaution must be taken when shoring. If the were table is high the contractor must ensure that ropes is available to be used in case of a rescue.

### **2.4.2. Edge Protection and penetrations**

The Principal Contractor must ensure that all exposed edges and openings are guarded and demarcated at all times until permanent protection has being erected. The Principal Contractor's risk assessment must include these items. E.g. protection of decking edges, finished floor slab edges, stairways, floor penetrations, lift shafts, and all other openings and areas where a person may fall.

### **2.4.3. Explosives and Blasting**

The Principal Contractor shall ensure that a competent Contractor undertakes the use of explosives and blasting (where required). A Safe Work Procedure (SWP) must be submitted to the Client for approval before commencement of blasting work.

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**2.4.4. Piling**

The Contractor shall ensure that piling is undertaken by a competent Contractor. a SWP shall be submitted to the Client for approval before commencement of this work.

**2.4.5. Stacking of Materials**

The Principal Contractor and other relevant Sub Contractors shall ensure that there is an appointed staking supervisor and all materials, formwork and all equipment is stacked and stored safely.

**2.4.6. Speed Restrictions and Protection**

The Principal Contractor shall ensure that all persons in its employ, all Sub Contractors, and all those that are visiting the site are aware and comply with the site speed restriction(s). Separate vehicle and pedestrian access routes shall be provided, maintained, controlled, and enforced.

**2.4.7. Hazardous Chemical Substances (HCS)**

The Principal Contractor and other relevant Sub Contractors shall provide the necessary training and information regarding the use, transport, and storage of HCS. The Principal Contractor shall ensure that the use, transport, and storage of HCS are carried out as prescribed by the HCS Regulations. The Contractor shall ensure that all hazardous chemicals on site have a Material Safety Data Sheet (MSDS) on site and the users are made aware of the hazards and precautions that need to be taken when using the chemicals. The First Aiders must be made aware of the MSDS and how to treat HCS incidents appropriately.

**2.5. Plant and Machinery****2.5.1. Construction Plant**

“Construction Plant” includes all types of plant including but not limited to, cranes, piling rigs, excavators, road vehicles, and all lifting equipment.

The principal Contractor shall ensure that all such plant complies with the requirements of the OHS Act 85/1993 and Construction Regulations (February 2014). The Principal Contractor and all relevant Sub Contractors shall inspect and keep records of inspections of the construction plant used on site. Only authorised/competent persons are to use machinery under proper supervision. Appropriate PPE and clothing must be provided and maintained in good condition at all times. Proofs of medical test as required by the Construction regulations are available for inspection by the Client.

**Vehicles shall not enter site with:**

- \* Defective exhaust systems
- \* Serious oil or fuel leaks
- \* Unsafe bodywork or loads
- \* Non-standard equipment fitted.

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- \* Improperly seated passengers
  - \* Any obvious mechanical defects.

All earth moving equipment shall be operated in accordance with good safety practice so as to protect the safety of the operator and other workers or persons in the area. All earth moving equipment shall be equipped with a reverse siren

#### **2.5.2. Vessels under Pressure (VuP) and Gas Bottles**

The Principal Contractor and all relevant Sub-Contractors shall comply with the Vessels under Pressure Regulations, including:

1. Providing competency and awareness training to the operators.
2. Providing PPE or clothing.
3. Inspect equipment regularly and keep records of inspections.
4. Providing appropriate firefighting equipment (Fire Extinguishers) on hand.

#### **2.5.3. Fire Extinguishers and Fire Fighting Equipment**

The Principal Contractor and relevant Sub-Contractors shall Provide adequate, regularly serviced firefighting equipment located at strategic points on site, specific to the class of fire likely to occur. The appropriate notices and signs must be posted up as required. A Fire risk survey must be conducted by a competent person; proof of survey must be kept in the Site Safety File.

#### **2.5.4 Hired Plant and Machinery**

The Principal Contractor shall ensure that any hired plant and machinery used on site is safe for use. The necessary requirements as stipulated by the OHS Act 85/1993 and Construction Regulations (February 2014) shall apply. The Principal Contractor shall ensure that operations hired with machinery are competent and that certificates are kept on site in the health & safety file. All relevant Sub-Contractors must ensure the same.

#### **2.5.5. Scaffolding / Working at Heights**

Working at heights includes any work that takes place in an elevated position. The Principal Contractor must submit a risk-specific fall prevention plan in accordance with the Construction Regulations (February 2014) before this work is undertaken. The Client must approve the fall prevention plan before work may commence.

#### **2.5.6. Formwork and Support work for Structures**

The Principal Contractor shall ensure that the provisions of section 10 of the Construction Regulations (February 2014) are adhered to. These provisions must include but not be limited to ensuring that all equipment used is examined for suitability before use; that all formwork and support work is inspected by a competent person immediately before, during and after placement of concrete or any other imposed load and thereafter on a daily basis until the formwork and support work has being removed. Records of all inspections must be kept in a register on site.

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**2.5.7. Lifting Machines and Tackle**

The Principal Contractor and all Contractors shall ensure that lifting machinery and tackle is inspected before use and thereafter in accordance with the Driven Machinery Regulations and the Construction Regulations (section 20). There must be competent lifting machinery and tackle inspector who must inspect the equipment daily or before use, taking into account that:

1. All lifting machinery and tackle have a safe working load clearly indicated
2. Regular inspection and servicing is carried out.
3. Records are kept of inspections and of service certificates.
4. There is proper supervision in terms of guiding the loads that includes a trained banks man to direct lifting operations and check lifting tackle.
5. The tower crane bases have been approved by an engineer.
6. The operators are competent as well as physically and psychologically fit to work and in possession of a medical certificate of fitness to be available on site.

**2.5.8. Ladders and Ladder Work**

The Principal Contractor shall ensure that all ladders are inspected monthly, are in good safe working order, are the correct height for the task, extend at least 1m above the landing, fastened and secured, and at a safe angle. Records of inspections must be kept in a register on site. Sub Contractors using their own ladders must ensure the same. Ladders shall not be used as horizontal walkways or as scaffolding. Tools or equipment must be carried in suitable slung containers or hoisted up to the working position.

**2.5.9. General Machinery**

The Principal Contractor and relevant Sub Contractors shall ensure compliance with the driven Machinery Regulations, which include inspecting machinery regularly, appointing a competent person to inspect and ensure maintenance, issuing PPE or clothing, and training those who use machinery.

**2.5.10. Portable Electrical Tools and Explosives Powered Tools**

The Principal Contractor shall ensure that use and storage of all explosive powered tools and portable electrical tools are in compliance with relevant legislation. The Principal contractor shall ensure that all electrical tools, electrical distribution boards, extension leads, and plugs are kept in safe working order. Regular inspections and toolbox talks must be conducted to make workers aware of the dangers and control measures to be implemented e.g. personal protection equipment, guards, etc.

The principal contractor shall consider the following:

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1. A competent person undertakes routine inspections and records are kept.
  2. Only authorised trained persons use the tools.
  3. The safe working procedures apply.
  4. Awareness training is carried out and compliance is enforced at all times; and
  5. PPE and clothing is provided and maintained.
  6. A register indicating the issue and return of all explosives round.
  7. Ensure that the cartridges and explosive tool is lock up separately
  8. Signs to be posted up in the areas where explosive powered tools are being used. (**WARNING – EXPLOSIVE POWERED TOOL IN USE – KEEP CLEAR**).

#### **2.5.11. High Voltage Electrical Equipment**

No high voltage electrical equipment is present on, under or above the construction area.

#### **2.5.12. Public and Site Visitor Health & Safety**

The Principal Contractor shall ensure that every person working on or visiting the site, as well as the public in general, shall be made aware of the dangers likely to arise from site activities, including the precautions to be taken to avoid or minimise those dangers. Appropriate health and safety notices and signs shall be posted up but shall not be the only measure taken.

Both the Client and the Principal Contractor have a duty in terms of the OHS Act 85/1993 to do all that is reasonably practicable to prevent members of the public and site visitors from being affected by the construction activities.

Site visitors must be briefed on the hazards and risks they may be exposed to and what measures are in place or should be taken to control these hazards and risks. A record of these 'induction' must be kept on site in accordance with the Construction Regulations.

#### **2.5.13. Transport of goods and workers**

The Principal Contractor and other Sub Contractors shall not:

1. Transport persons together with goods or tools unless there is a appropriate area or section to store them.
2. Transport persons in a non-enclosed vehicle, e.g. truck; there must be a proper canopy (properly covering the back and top) with suitable sitting area.

Workers shall not be permitted to stand or sit at the edge of the transporting vehicle.

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#### **2.5.14. Traffic Accommodation**

Construction traffic will obtain access to the site mainly from provincial roads.

All access points are to be provided with adequate temporary construction signage in accordance with the SADC Road Traffic Signs Manual 3 Edition to warn the travelling public regarding construction vehicles.

Where, in the sole discretion of the engineer, sight distances are deemed inadequate to ensure safety, access points are to be controlled by suitably qualified and equipped labour during all construction hours.

This may include Stop/Go facilities controlling the travelling public, as well as flagmen. The above provisions will apply equally to access from provincial roads to and from the designated borrow areas.

### **2.6. Occupational Health**

#### **2.6.1. Occupational Hygiene**

Exposure of workers to occupational health hazards and risks is very common in any work environment, especially in construction. Occupational exposure is a major problem, and all Principal Contractors must ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards. Prevent inhalation, ingestion, and absorption of any hazardous substance and high noise level exposure. Site-specific health risks are tabled in Annexure C e.g. cement dust, wet cement, wood-dust, noise, etc.

#### **2.6.2. Welfare Facilities**

The principal Contractor must supply Sufficient toilets (1 toilet per 30 workers), showers (1 for every 15 workers), changing facilities, hand washing facilities, soap, toilet paper, and hand drying material must be provided. Waste bins must be strategically placed and emptied regularly. Safe, clean storage areas must be provided for workers to store personal belongings and personal protective equipment. Workers should not be exposed to hazardous materials/substances while eating and must be provided with sheltered eating areas.

#### **2.6.3. Alcohol and other Drugs**

No alcohol and other drugs will be allowed on site. No person may be under the influence of alcohol or any other drugs while on the construction site. Any person on prescription drugs must inform his/her superior, who shall in turn report this to the Principal Contractor forthwith. Any person suffering from any illness/condition that may have a negative effect on his/her safety performance must report this to his/her superior, who shall in turn report, this to the Principal Contractor forthwith. Any person suspected of being under the influence of alcohol or other drugs must be sent home immediately, to report back the next day for a preliminary inquiry.

A full disciplinary procedure must be followed by the Principal Contractor or Sub Contractor concerned and a copy of the disciplinary action must be forwarded to the Principal Contractor for his records.

## PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION (HSS)

### (i) Project:

<b>ANNEXURE A</b>
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The Principal Contractor and Sub Contractors must submit proof of compliance with Annexure A with the construction phase H&S plan where applicable.

HSS Item No.	Requirement	OHS Act Requirement	Submission Date
2.3.1	Notification of Intention to Commence Construction/Building Work	Complete Schedule 1 (Construction Regulations)	Before commencement on site
2.3.2	Assignment of Responsible Person to Supervise Construction work	All relevant appointments, as per OHS Act and Construction Regulations.	Before commencement on site
2.3.3	Competence of Responsible Persons	Client Requirement & OHS Act	Together with H&S plan
2.3.4	Compensation of Occupational Injuries and Diseases Act (COIDA) 130 of 1993	COIDA Requirement	Together with H&S plan
2.3.5	Occupational Health and Safety Policy	OHS Act	Together with H&S plan
2.3.6	Health and Safety Organogram	Client Requirement	Together with H&S plan
2.3.7	Initial Hazard Identification and Risk Assessment based on the Client's assessment	Client Requirement	Together with H&S plan
2.3.8	Health and Safety Representative	OHS Act	Submit as soon as there are more than 20 employees on site
	Other		

## ASSIGNMENT OF PRINCIPAL CONTRACTOR'S RESPONSIBLE PERSONS

(b) *Project:*

<b>ANNEXURE B</b>
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The Principal Contractor shall make the following appointments according to the initial risk assessment: (further appointments could become necessary as project progress)

Appointment	OHSA Reference	Requirement
CEO Assignee	Section 16(2)	A competent person to assist with the on-site H&S overall responsibility – Contractor's Responsible Person
Construction Work Supervisor	CR 6.1	A competent person to supervise and be responsible of Health & Safety related issues on site. The person is appointed to assist the CEO with his/her overall duties.
Subordinate Construction Work Supervisors	CR 6.2	A competent person to assist with daily supervision of construction / building work. The person assists the Construction Work Supervisor.
Health & Safety Representative(s)	Section 17	A competent person(s) to inspect H&S in reference to plant, machinery and Health & Safety of Persons in the Workplace.
Health & Safety Committee Member(s)	Section 19	A competent person(s) representing the employer to assist with the on site Health & safety Matters.
Incident Investigator	GAR 8	A competent person to investigate incidents / accidents on site and could be: <ul style="list-style-type: none"> <li>• 1 The employer</li> <li>• 2 H&amp;S Representative</li> <li>• 3 Designated person</li> <li>• 4 Member of the H&amp;S Committee</li> </ul>
Risk assessment co-ordinator	CR 7	A competent person to co-ordinate all risk assessments on behalf of the Principal Contractor. The same applies to Contractors.
Fall protection plan co-ordinator	CR 8	A competent person to prepare & amend the fall protection plan.
First Aiders	GSR 3	A qualified person to address all on site first aid cases.
Machinery Inspector	GSR 2.1	A competent person to supervise machinery.
Lifting machine & equipment inspector	DMR 18	A competent person to inspect lifting machines equipment & tackle.
Scaffolding Inspector	SABS 085	A Competent person to inspect scaffolding before use and every time after bad weather, etc.
Scaffolding erector	GSR 13D	A competent person to erect scaffolding.

## C3.3 PARTICULAR SPECIFICATIONS

Scaffolding supervisor	SABS 085	A competent person to supervise scaffolding.
Formwork & support work inspector	CR 10	A competent person to inspect formwork & support work.
Excavation Inspector	CR 11	A competent person to inspect excavation work and ensure that approved safe working procedures. are followed at all times.
Ladder Inspection	GSR 13A	A competent person to inspect ladders daily and ensures they are safe for use, keeping monthly record.
Stacking Supervisor	CR 26	A competent person to supervise all stacking and storage operations.
Explosive powered tools inspector/supervisor	CR 19	A competent person to inspect & clean the tool daily and controlling all operations thereof.
Temporary electrical installations supervisor	CR 22	A competent person to control all temporary electrical installations.
Fire-fighting equipment inspector	CR 27	A competent person to inspect fire-fighting equipment.

**(i) OTHER REQUIREMENTS****Project:**

ANNEXURE C

The Principal Contractor shall comply but not be limited to the following requirements: report on these to the Client at progress meetings or at least monthly whichever is sooner.

What	When	Output	Accepted by Client & date
Induction training	Every worker before he/she starts work.	Attendance registers	
Awareness Training (Tool Box Talks)	At least weekly	Attendance registers	
Health & Safety Reports	Monthly	Report covering: <ul style="list-style-type: none"> <li>• 1 Incidents/accidents and investigations</li> <li>• 2 Non conformances by employees &amp; contractors</li> <li>• 3 Internal &amp; External H&amp;S audit reports</li> </ul>	
Emergency procedures	Ongoing evaluation of the procedure	Table procedure in writing as well as tel. numbers	
Risk assessment	Updated and signed off at least monthly	Documented risk assessment	
Safe work procedures	Drawn up before workers are exposed to new risks	Documented set of safe work procedures (method statements) updated and signed off.	
General Inspections	Weekly & daily	Report OHS Act compliance: <ul style="list-style-type: none"> <li>• 1 Scaffolding</li> <li>• 2 Excavations</li> <li>• 3 Formwork &amp; support work</li> <li>• 4 Explosive tools</li> </ul>	
General Inspections	Monthly	<ul style="list-style-type: none"> <li>• 1 Fire fighting equipment</li> <li>• 2 Portable electrical equipment</li> <li>• 3 Ladders</li> <li>• 4 Lifting equipment/slings</li> </ul>	
List of Contractors	List to be updated weekly	Table list, number of workers and Company tel. numbers	
Workman's Compensation	Ongoing	Table a list of Contractors' workman's compensation proof of good standing.	
Construction site rules & Section 37.2 Mandatory Agreement	Ongoing	Table a report of all signed up Mandatories.	

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### **C3.4 LABOUR SPECIFICATIONS**

This part of the project Specifications contains comprehensive additional specifications for matters not covered by and work, which is not carried out in terms of the Standard Specifications.

The number of each clause and each payment item in this part of the Project Specification is prefixed with a L to differentiate these clauses and items as additional works.

The following additional specifications are covered under this part of the Scope of Work:

#### **L.1 EMPLOYMENT OF LOCAL LABOUR AND TRAINING REQUIREMENTS**

##### **L1.1 SCOPE**

The specification sets out the requirements relating to the employment of local labour by involving the community through the established structures as well as the training requirements for these labourers.

##### **L1.2 DEFINITIONS**

The definitions given in the conditions of contract, the Contract Data and the Works specifications, together with the following additional definitions shall, unless the context dictates otherwise, apply:

**‘Key Personnel’** means all contract managers, site agents, materials and survey technicians, trainers, supervisors, foremen, skilled plant operators and the like, and all other personnel in the permanent employ of the Contractor or subcontractor who possess special skills and/or who play key roles in the Contractor’s or subcontractor’s operation.

**‘Labourer’** means a worker statutorily defined as employees in the Basic Conditions of Employment Act, 1997, who is temporarily or permanently employed by the Contractor and sub-contactors to perform prescribed work on this Contract. ‘Labour’ means labourers or workers.

**‘Labour Register’** means the list of available Local Labourers compiled by the Community Liaison Officer (CLO) in co-operation with the Project Steering Committee (PSC) in accordance with the results of their negotiations with the Contractor and the Local Community subsequent to the awarding of the Contract.

**‘Local Labourer’** means a worker who is normally permanently residing in the target area(s) as defined by the Employer in the Works Specifications and who is available to be temporarily employed by the Contractor and subcontractors to perform prescribed tasks that form part of the Works.

**'Targeted Labour'** means the Local Labourers, who are defined as the target group for the Contract as normally permanently residing in the target area(s) as defined by the Employer in the Works Specifications. It is incumbent on individuals defined as Target Labour to demonstrate their claims to such residency on the basis of identification and association with and recognition by members of the community residing within the target area. It is incumbent on individuals to provide evidence of qualifying for the target groups.

**'Worker'** for the purposes of this specification means any person, not being one of the Contractor's key personnel, nor any key personnel of any subcontractor, who is engaged by the Contractor, a subcontractor or the Employer and paid on an hourly paid basis to participate in the execution of any part of the contract works and shall include unskilled labour, semi-skilled and skilled labour, artisans, clerical workers and the like.

**'Workforce'** means the aggregate body comprising of all workers and shall, unless the context dictates otherwise, include the workforces of the Contractor and all subcontractors.

### **L1.3 ENGAGEMENT OF LOCAL LABOUR**

The temporary workforce shall, as far as practically possible, and with the exception of key personnel, be recruited/ selected from the local communities living in within the area of Umuziwabantu.

Prior to the award of the Contract, the Employer shall, at his own cost, take all necessary actions to advertise within the local communities of the fact that the Contract will provide temporary employment opportunities and preference will be given to the use of the Local Labour on this Contract. Labourers and workers of the local community required by the Contractor shall be recruited/ chosen from a Labour Register and appointed for work to enable the Contractor to comply with the specific minimum target value set for the Contract Participation Goal (CPG) for the Contract. Labourers and workers of the Local community who are engaged by other employers in paid positions of employment shall not be eligible for inclusion on the Labour Register.

#### **L1.3.1 Employment of Local Labourers**

Upon the award of the Contract the Contractor shall without delay consult with the Project Steering Committee (PSC), the Engineer and the Employer, and appoint a Community Liaison Officer (CLO) from a shortlist provided by the PSC, if so instructed, who is mutually acceptable to all parties. The Community Liaison Officer shall negotiate with the Contractor and the PSC and compile the required list of available Local Labourers called the Labour Register (Labour Desk).

The Contractor shall select and appoint temporary contract workers required for work included in the Contract from the available Local Labourers listed in the Labour Register with due observance of the skills required for the work in question.

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**L1.3.2 Selection of Local Labourers**

The Contractor shall advise the CLO and the PSC in writing of the various categories of Local Labourers required for construction and the number of Local Labourers required in each category, together with the personal attributes which he considers desirable that each category of Local Labourers shall possess, taking due cognizance of the provisions of the Contract relating to Training.

The Contractor shall make his selection of Local Labourers from the applicants in the Labour Register, taking due cognizance of his requirements for the workforce and the provisions of the Contract in regard of the provision of Training to the workforce and in accordance with the following principles:

- (a) No potential Local Labourer shall be precluded from being employed by the Contractor on the execution of the Works by virtue of his lack of skill in any suitable operation forming part of the Works unless:
  - (i) All available vacancies have been or can be filled by labourers who already possess suitable skills; or
  - (ii) The completion period allowed in the Contract, or the remaining portion of the Contract period (as the case may be) is sufficient to facilitate the creation of the necessary skills.
- (c) Preference shall be given to the long-term and single heads of households.
- (d) The Contractor shall, in so far as is reasonably practicable, accommodate the applicant's expressed preferences regarding the types of work for which they are selected.
- (e) The selection process shall make provision for, but shall not be limited to, the inclusion in the Labour Register of disabled Local Labourers who are deemed capable to perform selected tasks, youths who are older than sixteen but not older than thirty-five years and women.

After making his selection, the Contractor shall advise the CLO and the Engineer thereof in writing, and the Engineer, with the assistance of the CLO has the right to call a meeting with PSC and the Local Community for the purpose of ratifying the Contractor's selection. The Contractor shall attend such meeting and where reasonably required, shall motivate his selection. Should the Engineer or the Local Community make reasonable objection to the selection of any particular applicant by the Contractor, the Contractor shall not employ such applicant and shall select another suitable applicant acceptable to the Engineer and the Local Community as a replacement of the rejected applicant, in order to finalize the composition of the workforce.

The provisions this clause shall also apply in respect of the selection of additional or replacement members of the workforce as may be necessary from time to time for the execution and completion of the Works.

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**L1.4 CONTRACTUAL REQUIREMENTS****L1.4.1 Legislation**

The onus shall be on the Contractor to ensure that all statutory requirements applicable to the employment of Labour are observed.

**L1.4.2 Labour content**

The Labour Content (LC) of the Contract shall be determined as follows:

LC = total value of wages, allowances and costs paid to local labourers, including those employed by sub-contractors.

The total Rand value of the Labour Content, expressed as a percentage of the total Award Value (Contract Price exclusive of VAT, Provisional Sums, Prime Cost Sums and allowances for contingencies and escalation), shall be defined as the Labour Content Percentage.

**L1.4.3 Targeted labour**

The targeted labour shall be as specified in Section C3.3 of the Works Specification. The definitions, provisions and specifications of the South African National Standard Specification SANS1914-52002, Targeted Construction Procurement: Part 5: Participation of Targeted Labour, will apply to this contract. Should there however, be conflict between SANS1914-5: 2002 and the Works n, the latter shall take precedence and prevail.

The Contractor shall engage targeted labour directly in the execution of the Works to the extent that the monetary value (Labour Content) of such engagement, expressed as a percentage of the Award Value (Contract Price exclusive of VAT, Provisional Sums, Prime Cost Sums and allowances for contingencies and escalation), is not less than the Contract Participation Goal (CPG). The minimum local labour goal for this contract shall be 30% of the award value.

**L1.4.4 Records and reporting**

The Contractor shall maintain accurate and comprehensive records of all local labourers engaged on the contract. Forms 1 to 4 (of which Pro Formas are included in Part C1: Agreements and Contract Data) shall be completed and submitted to the Engineer at the end of each month, from the Commencement date up to the completion of the Contract. Form 3 may be substituted by the use of electronic banking records provided that the system can be audited.

The completed forms shall accompany the Contractor's monthly claim presented to the Engineer for payment of certified completed work.

The Employer reserves the right to delay payments due to the Contractor should the Contractor fail to provide any item of required documentation to the approval of the Engineer.

The Contractors Labour Content performance will be measured at the end of each month in order to monitor the extent to which he is striving to reach the Local Labour Goal specified in Section C3.3 of the Works Specification.

The contractor shall, on completion of the contract, and as a pre-requisite event to the release of any retention money in terms of the conditions of contract, provide the Engineer with independently audited documentary evidence of the total actually paid to the workforce and the number of workers days generated during the contract.

#### **L1.4.5 SANCTIONS**

In the event that the Contractor fails to substantiate that any failure to achieve the Local Labour Goal was due to quantitative under runs, the elimination of items, or any other reason beyond the Contractor's control which may be acceptable to the Employer, the Contractor shall be liable to pay to the Employer a financial penalty (P) calculated in accordance with the following formula:

$$P = 0,01 \times (L_M - L_A) \times V_A.$$

Where:

P = Rand value of penalty payable.

V<sub>A</sub> = Award value (Contract Price exclusive of VAT, Provisional Sums, Prime Cost Sums and allowances for contingencies and escalation)

L<sub>M</sub> = Local Labour Goal stated in the Project Document

L<sub>A</sub> = The local labour component which the Employer's Representative certifies as being achieved upon completion of the contract.

#### **L1.5 PROJECT STEERING COMMITTEE**

When required a Project Steering Committee (PSC) shall be established to manage the project, consisting of members elected from each of the wards along the project road. The Contractor will have one senior member of his staff as representative on the PSC without any voting powers.

The Contractor will report all progress, deviations from the Contract, deviations from the programme, labour-related matters, and financial progress to the PSC.

The PSC will act as a liaison channel between the Contractor and the community. The PSC will assist the Contractor in identifying and recruiting local labour for the project.

The Contractor shall hold meetings with the PSC on a regular basis (at least once per month but not more than twice per month) to ensure that the PSC is informed and aware of progress and problems that may arise.

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Allowance is made for the payment of subsistence/travel allowances to the members of the PSC attending meetings with the Contractor, by the Contractor in the Schedule of Quantities.

## **L1.6 COMMUNITY LIAISON OFFICER**

### **L1.6.1 Appointment**

The Contractor shall appoint a Community Liaison Officer (CLO) after consultation with the WARD COMMITTEE and the Ward Councillor, Project Steering Committee (PSC), the Engineer and the Employer, as a link between the Ward Committee, Ward Councillor and Local Community PSC and the Contractor. The Community Liaison Officer shall be nominated by the Ward Committee and Ward Councillor PSC and shall be appointed as a member of the Contractor's management personnel and the Contractor's normal employment conditions shall be applicable to the appointment. The Contractor shall disclose his normal employment conditions to the Engineer when called upon to do so.

### **L1.6.2 Duties of the Community Liaison Officer**

The Community Liaison Officer shall:

- (a) Be available on Site daily between the hours agreed on by the Contractor, the Employer and the Engineer from time to time.
- (b) Assist the Contractor in the identification of suitable trainees and shall attend one of each of the training sessions.
- (c) Communicate with the Contractor and the Engineer to determine the labour requirements with regard to the numbers and skills.
- (d) assist in maintaining good labour relations, and when applicable partake in Labourers' grievances and dispute procedures.
- (e) Assist in and facilitate the recruitment of suitable temporary labour and the establishment of the Labour Register (Labour Desk);
- (f) attend all meetings in which the Local Community and/or Labourers are present or are required to be represented.
- (g) Assist in the identification, and screening of Labourers from the Local Community in accordance with the Contractor's requirements.
- (h) Inform temporary Labourers of their conditions of temporary employment and inform temporary Labourers as early as possible when their period of employment will be terminated.
- (i) attend disciplinary proceedings to ensure that hearings are fair and reasonable.
- (j) Keep a daily written record of his interviews and community liaison activities.
- (k) Carry out specific tasks ordered by the Engineer.
- (l) perform such other duties as required and agreed upon between all parties concerned.

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**L1.6.3 Remuneration**

The remuneration of the Community Liaison Officer shall be determined jointly by the Contractor, Engineer and the Employer. A Provisional Sum is provided in the Schedule of Quantities to cover the remuneration of the Community Liaison Officer. The current LOCAL RATE for payment of a CLO at Umuziwabantu is R270.00 / day which relates to R33.80 per hour.

The Community Liaison Officer shall only be employed and paid for the period in which the duties of a Community Liaison Officer are required as agreed on by the Engineer and the Contractor.

**L1.7 TRAINING REQUIREMENTS**

Where training is specified in the Contract, the Contractor shall implement a formal training programme in which the various skills required for the execution and completion of the works are imparted to the workers, and where applicable, subcontractors engaged therein, in a programmed and progressive manner. Workers shall be trained progressively throughout the duration of the contract in the various stages of a particular type of work.

All Training shall take place during normal working hours, and the Contractor shall make adequate allowance in his programme of work to accommodate the Training to be provided in terms of the Contract and shall ensure that the workers are available at the appropriate times to undergo such Training.

The Contractor shall submit with his tender full details of the formal training, which he intends to implement on the Contract. Details of the proposed Training shall be provided on Schedule of Proposed Training in the: Returnable Schedules and shall include the following:

- (i) The name of the training institution and course programme.
- (ii) Each type of training and course content synopsis.
- (iii) The manner in which the training is to be delivered.

The cost of the Training in accordance with the Contractor's Schedule of Proposed Training programme shall not exceed the sums provided for Training in the relevant pay items in the Bill / Schedule of Quantities.

The Contractor's Training schedule shall be subject to the approval of the Engineer, and the Contractor shall, if so instructed by the Engineer, alter or amend the Training schedule and its contents to suit changing conditions on the Site and changes in the Contractor's programme of work.

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**L1.7.1 Training of Local Labourers**

Depending on the requirements of the Contract the Training shall make provision for on-site hands-on Training, courses presented in-house by the Contractor, and selected courses presented by institutions accredited by the Construction, Education and Training Authority (CETA) or other institution recognized by the Department of Labour and the Employer.

Each Labourer shall receive basic instructions and on-site hands-on training for the category of work required to be executed by him/her.

An approved number of Local Labourers chosen by the Contractor in conjunction with the Engineer shall attend in-house courses conducted by trainers in the employ of the Contractor in accordance with the approved Training programme to satisfy the need for trained Labourers on the Site.

Where formal accredited training is specified in the Contract, Local Labourers with the required aptitude shall be nominated by the Contractor, and subject to the approval of the Engineer, shall attend approved formal training courses presented by accredited institutions and considered essential for the execution of the Works.

For this purpose the Contractor shall submit a selection of courses from known training institutions accredited by the Construction, Education and Training Authority (CETA) or other institution recognized by the Department of Labour and the Employer from which the Engineer will choose the courses to be attended by the nominated and approval Local Labourers.

**L1.7.2 Training for Emerging Contractors (SMME's)**

The Contractor shall closely monitor the performance of the principals of Emerging Contractors (SMME's), the execution of their subcontracts and shall identify those who, in his opinion, display the potential to benefit from formal Training provided for in the Contract, and when required by the Engineer, the Contractor shall make recommendations in this regard. The final list of candidates will be decided on between the Contractor and the Engineer.

Where required, Emerging Contractors engaged by the Contractor shall receive training and guidance according to an approved formal training programme, which comprises both management skills and business development skills.

The Contractor shall, when requested provide full details of any additional accredited and in-house training, viewed to be necessary by the Contractor, which he intends to implement at his own cost.

If so indicated, the Contractor shall alter or amend the formal training programme and its contents to suit changing conditions on Site and changes in the contractor's programme of work.

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**L1.7.3 Labourers remunerated during training**

All Local Labourers employed by the Contractor shall be remunerated in respect of the time spent undergoing formal training. Payment for Labourers in respect of training periods during which no productive work is executed, shall be reimbursed to the Contractor as provided for in the Bill / Schedule of Quantities.

**L1.7.4 Non-compliance**

If at any stage the Engineer notifies the Employee in writing that the Contractor is not complying with the requirements of the Contract in respect of the training to be provided to Local and other Labourers and to the Emerging Contractors, then the Employer is entitled to appoint competent firms or persons to conduct the specified training at the Contractor's expense and the amounts paid to such firms or persons will be deducted from the Contractor's payment.

The Contractor shall be obliged to make Local Labourers and other employees available for Training when so required by the Engineer.

**L1.8 FORMAL TRAINING****L1.8.1 General**

The formal skills training programme to be implemented by the Contractor shall comply with the following minimum standards:

- (a) Be accredited by the Construction, Education and Training Authority (CETA) or other institution recognized by the Department of Labour, as being appropriate for this project.
- (b) Be delivered by suitably qualified and experienced trainers accredited to do so.
- (c) Be delivered in the modules as described by an authorized Training Centre. The modules listed are those considered applicable to most civil engineering projects and shall serve as a guide only for planning purposes. The actual training needs, training agency and programme shall be agreed with the Engineer prior to implementation.

The Contractor shall be responsible for the provision of everything necessary for the delivery of the skills training programme, including the following:

- (i) Sufficient skilled, competent and accredited trainers to deliver the training programme to all workers in accordance with the training programme;
- (ii) A suitably furnished venue (if required)
- (iii) Transport to and from the works (as necessary)
- (iv) Tools, equipment and teaching aids;
- (v) Stationery and all other necessary materials

All members of the workforce will initially receive training in the module. Road safety for construction workers followed by training in the various work activity modules depending on the activities for which they will be employed. Each worker employed

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must be given the opportunity of completing at least one of the work activity modules during the initial training period, with further training being given on merit.

The Contractor shall keep comprehensive records of the training given to each worker as well as the nature and number of work tasks executed by the worker and whenever required shall provide copies of such records to the Engineer.

The Contractor shall in so far as it is reasonable and practical taking due and cognizance of the nature of the works to be executed at any given time, use training workers on those aspects of the works for which they have been trained.

#### **L1.8.2 Accredited training and attendance**

Only qualified trainers employed by training agencies that are accredited by the Construction, Education and Training Authority (CETA), or other institution recognized by the Department of Labour shall deliver all training. Accredited training referred to both the trainers as well as to the training material. Certificates affirming the successful participation in the various courses shall be presented to each attendant.

The Contractor shall facilitate in the delivery of training by instructing and motivating the hired local Labour, supervisors and subcontractors regarding attendance and participation.

All training shall take place within normal working hours or as agreed with the trainees.

#### **L1.8.3 Supervisors**

Attention shall be given to the formal and informal training of supervisors.

Candidates having the potential to become supervisors shall be selected from amongst the workforce and be given additional formal and informal training as outlined above. This selection will take place only once the initial skills training have been completed and workers have been given sufficient opportunity to prove their worth.

#### **L1.8.4 Training records and certificates**

The Contractor shall keep comprehensive records of the formal training given to each Labourer and principal of the Emerging Contractor and whenever required shall provide copies of such records to the Engineer. At the successful completion of each course each participant shall be issued with certificate indicating the course contents as proof of attendance and completion.

#### **L1.8.5 Labour / Training Agent**

If specified in the Contract, the Contractor shall appoint a Labour / Training Agent, subject to the written approval of the Engineer. The Labour / Training Agent shall be

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on the Site at all times when Local and other Labourers are executing work allocated to them. The labour / Training Agent shall report in writing to the Engineer on a daily basis on the work executed by the Local and other Labourers in the employ of the Contractor, the quality of the work the progress and all other information that the Engineer may require. The Labour / Training Agent shall also be responsible for those aspects of training which are assigned to him the Contract.

#### **L1.8.6 Training centre**

If so specified in the Contract a suitable on-site Training centre shall be provided by the Contractor to the satisfaction of the Engineer. The Training centre shall comply with the specifications for site offices as specified in the Specifications Measurement and payment of the Training centre and the required equipment shall be as specified in the Project Specification.

### **L2 SPECIFICATION FOR LABOUR-INTENSIVE CONSTRUCTION (EPWP)**

#### **L2.1 SCOPE**

In order to reduce unemployment, the Government has initiated the promotion of labour-intensive Expanded Public Works Programme (EPWP) projects.

The Expanded Public Works Programme (EPWP) is a short term, non-permanent, labour-intensive programme initiated by Government and funded whether fully or partially, from public resources to provide a public asset.

This specification sets out the provisions and requirements relating to labour-intensive construction for Expanded Public Works Programme (EPWP) projects.

#### **L2.2 DEFINITIONS**

For the purpose of this Contract, the definitions given in the Contract Data, the Standard Specifications, and the Works Specifications, together with the following additional definitions shall, unless the context dictates otherwise, apply:

**‘Labour-intensive’** means the economically efficient employment of as many unskilled or semi-skilled Local Labourers as is technically feasible for an identified portion or section of the Works.

**‘Subcontractor’** means any person or group of persons in association, or firm, or body corporate (whether formally constituted or otherwise) not being the Contractor, to whom specific portions or aspects of the works are sublet or subcontracted by the Contractor in accordance with the provisions of the contract.

**‘Workforce’** means the aggregate body comprising of all workers and shall, unless the context dictates otherwise, include the workforces of the Contractor and all subcontractors.

Standard specifications (those normally used by the public bodies) are to be utilised. It is necessary, however, to include certain requirements in the scope of work to implement labour-intensive works in accordance with the provisions of these Guidelines.

## **L2.3 LABOUR-INTENSIVE COMPETENCIES OF CONTRACTOR'S STAFF**

### **L2.3.1 Eligibility requirements**

A contract will only be entered into with a tenderer who has in his employ management and supervisory staff satisfying the requirements of the scope of work for labour-intensive competencies for supervisory and management staff.

The Tenderer shall, when requested by the Employer to do so, submit with his tender 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.

### **L2.3.2 Labour-intensive competencies of supervisory and management staff**

Established contractors shall only engage supervisory and management staff in labour-intensive works who have either completed, or for the period 1 April 2004 to 30 June 2005, are registered for training towards the skills programme outlined in Table 1.

Emerging contractors shall have personally completed or be registered on a skills programme for the NQF level 2-unit standard. All other site supervisory staff in the employ of emerging contractors must have completed, or be registered on a skills programme for, the NQF level 2-unit standards or NQF level 4-unit standards.

**Table 1: Skills programme for supervisory and management staff**

Personnel	NQF level	Unit standard titles	Skills programme description
Team leader / supervisor	2	Apply Labour Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, <b>and</b> } Any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Foreman/ supervisor	4	Implement labour Intensive Construction Systems and Techniques	This unit standard must be completed, <b>and</b> } Any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Site Agent / Manager (i.e. the contractor's most senior representative that is resident on the site)	5	Manage Labour Intensive Construction Processes	Skills Programme against this single unit standard
Details of these skills programmes may be obtained from the CETA ETQA manager (e-mail: gerard@ceta.co.za, Tel: 011-265 5900)			

#### L2.4 STANDARD CONDITIONS OF EMPLOYMENT FOR EXPANDED PUBLIC WORKS PROGRAMME (EPWP) PROJECTS

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.

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**L2.4.1 Introduction**

- (a) This document contains the standard terms and conditions for workers employed in elementary occupations on an Expanded Public Works Programme (EPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of an EPWP.
- (b) Additional Definitions:  
The following additional definitions shall, unless the context dictates otherwise, apply:
  - (i) **“department”** means any department of the State, implementing agent or contractor.
  - (ii) **“employer”** means any department, implementing agency or contractor that hires workers to work in elementary occupations on a EPWP.
  - (iii) **“worker”** means any person working in an elementary occupation on a EPWP.
  - (iv) **“elementary occupation”** means any occupation involving unskilled or semi-skilled work.
  - (v) **“management”** means any person employed by a department or implementing agency to administer or execute an EPWP.
  - (vi) **“task”** means a fixed quantity of work.
  - (vii) **“task-based work”** means work in which a worker is paid a fixed rate for performing a task.
  - (viii) **“task-rated worker”** means a worker paid on the basis of the number of tasks completed.
  - (ix) **“time-rated worker”** means a worker paid on the basis of the length of time worked.

**L2.4.2 Terms of Work**

- (a) Workers on an EPWP are employed on a temporary basis.
- (b) A worker may NOT be employed for longer than 24 months in any five-year cycle on an EPWP.
- (c) Employment on an EPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

**L2.4.3 Normal Hours of Work**

- (a) An employer may not set tasks or hours of work that require a worker to work–
  - (i) More than forty hours in any week.
  - (ii) On more than five days in any week; and
  - (iii) For more than eight hours on any day.
- (b) 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.

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- (c) 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.

#### **L2.4.4 Meal Breaks**

- (a) A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- (b) An employer and worker may agree on longer meal breaks.
- (c) 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.
- (d) 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.

#### **L2.4.5 Special Conditions for Security Guards**

- (a) A security guard may work up to 55 hours per week and up to eleven hours per day.
- (b) 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.

#### **L2.4.6 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.

#### **L2.4.7 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").

#### **L2.4.8 Work on Sundays and Public Holidays**

- (a) A worker may only work on a Sunday or public holiday to perform emergency or security work.
- (b) Work on Sundays is paid at the ordinary rate of pay.
- (c) A task-rated worker who works on a public holiday must be paid:
  - (i) The worker's daily task rate, if the worker works for less than four hours.
  - (ii) Double the worker's daily task rate, if the worker works for more than four hours.
- (d) A time-rated worker who works on a public holiday must be paid:

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- (i) The worker's daily rate of pay, if the worker works for less than four hours on the public holiday.
  - (ii) Double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.

#### **L2.4.9 Sick Leave**

- (a) Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.
- (b) 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.
- (c) A worker may accumulate a maximum of twelve days' sick leave in a year.
- (d) Accumulated sick leave may not be transferred from one contract to another contract.
- (e) An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- (f) An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
- (g) An employer must pay a worker sick pay on the worker's usual payday.
- (h) 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:
  - (i) Absent from work for more than two consecutive days; or
  - (ii) Absent from work on more than two occasions in any eight-week period.
- (i) A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorized to issue medical certificates indicating the duration and reason for incapacity.
- (j) 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.

#### **L2.4.10 Maternity Leave**

- (a) A worker may take up to four consecutive months' unpaid maternity leave.
- (b) A worker is not entitled to any payment or employment-related benefits during maternity leave.
- (c) A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- (d) 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.

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- (e) A worker may begin maternity leave:
    - (i) Four weeks before the expected date of birth; or
    - (ii) On an earlier date:
      - 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
      - If agreed to between employer and worker; or
    - (iii) 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.
  - (f) 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.
  - (g) A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the EPWP on which she was employed has ended.

#### **L2.4.11 Family responsibility leave**

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.

#### **L2.4.12 Statement of Conditions**

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

#### **L2.4.13 Keeping Records**

- (a) Every employer must keep a written record of at least the following:
  - (i) The worker's name and position.
  - (ii) In the case of a task-rated worker, the number of tasks completed by the worker.
  - (iii) In the case of a time-rated worker, the time worked by the worker.

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(iv) Payments made to each worker.

- (b) The employer must keep this record for a period of at least three years after the completion of the EPWP.

#### **L2.4.14 Payment**

- (a) An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
- (b) A task-rated worker will only be paid for tasks that have been completed.
- (c) 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.
- (d) A time-rated worker will be paid at the end of each month.
- (e) Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- (f) Payment in cash or by cheque must take place:
- (i) at the workplace or at a place agreed to by the worker.
  - (ii) during the worker's working hours or within fifteen minutes of the start or finish of work.
  - (iii) in a sealed envelope which becomes the property of the worker.
- (g) An employer must give a worker the following information in writing:
- (i) the period for which payment is made.
  - (ii) the numbers of tasks completed, or hours worked.
  - (iii) the worker's earnings.
  - (iv) any money deducted from the payment.
  - (v) the actual amount paid to the worker.
- (h) 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
- (i) 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.

#### **L2.4.15 Deductions**

- (a) An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- (b) An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- (c) 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.
- (d) An employer may not require or allow a worker to:

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- (i) repay any payment except an overpayment previously made by the employer by mistake.
  - (ii) state that the worker received a greater amount of money than the employer actually paid to the worker; or
  - (iii) pay the employer or any other person for having been employed.

#### **L2.4.16 Health and Safety**

- (a) Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
- (b) A worker must:
  - (i) work in a way that does not endanger his/her health and safety or that of any other person.
  - (ii) obey any health and safety instruction.
  - (iii) obey all health and safety rules of the SPWP.
  - (iv) use any personal protective equipment or clothing issued by the employer.
  - (v) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

#### **L2.4.17 Compensation for Injuries and Diseases**

- (a) 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.
- (b) A worker must report any work-related injury or occupational disease to their employer or manager.
- (c) The employer must report the accident or disease to the Compensation Commissioner.
- (d) 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.

#### **L2.4.18 Termination**

- (a) The employer may terminate the employment of a worker for good cause after following a fair procedure.
- (b) A worker will not receive severance pay on termination.
- (c) 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.
- (d) A worker who is absent for more than three consecutive days without informing 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.

- (e) 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.

#### **L2.4.19 Certificate of Service**

- (a) On termination of employment, a worker is entitled to a certificate stating:
- (i) The worker's full name.
  - (ii) The name and address of the employer.
  - (iii) The EPWP on which the worker worked.
  - (iv) The work performed by the worker.
  - (v) Any training received by the worker as part of the EPWP.
  - (vi) The period for which the worker worked on the EPWP; and
  - (vii) Any other information agreed on by the employer and worker.

#### **L2.5 VARIATIONS TO STANDARD CONDITIONS OF EMPLOYMENT FOR EXPANDED PUBLIC WORKS PROGRAMME (EPWP) PROJECTS**

Notwithstanding the provisions of the above-mentioned Ministerial Determination Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No R63 of 25 January 2002, the Contractor shall comply with the following relevant statutory legislation:

- (a) Basic Conditions of Employment Act 75 of 1997
- (b) Labour Relations Act 66 of 1995
- (c) Employment Equity Act 55 of 1998 (Chapters 1 and 2)
- (d) Occupational Health and Safety Act 85 of 1993
- (e) Compensation for Occupational Injuries and Diseases Act 130 of 1993
- (f) Skills Development Act of 1998

The statutory Department of Labour's Government Notice No. R204 of 2 March 2001: Basic Conditions of Employment Act (No. 75 of 1997): Sectoral Determination 2: Civil Engineering Sector, South Africa as amended shall apply in respect of any employer or employee associated with the contract.

For the purposes of this contract, the following variations to the above-mentioned Ministerial Determination, Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No. R63 of 25 January 2002 shall apply. The Sub-clause numbers refer to the relevant Sub-clause number under Sub-clause E2.4 above.

*Delete Sub Sub-clause E2.4.3 and replace with the following:*

"Clauses 8, 9 and 10 of the Department of Labour Government Notice No. R204 of 2 March 2001: Basic Conditions of Employment Act (No. 75 of 1997): Sectoral Determination 2: Civil Engineering Sector, South Africa shall apply. Clause 8 makes provision for 45 hours/week."

*Delete Sub Sub-clauses E2.4.6 and E2.4.7 and replace with the following:*

"Clause 12 of the Department of Labour Government Notice No. R204 of 2 March 2001: Basic Conditions of Employment Act (no. 75 of 1997): Sectoral Determination 2: Civil Engineering Sector, South Africa shall apply. Clause 12 makes provision for a

daily rest period of 12 consecutive hours and a weekly rest period of 36 consecutive hours.”

*Delete Sub-sub-clause E2.4.14 and replace with the following:*

“Sub-clause 5(1) (a) of the Department of Labour Government Notice No. R204 of 2 March 2001: Basic Conditions of Employment Act (No. 75 of 1997): Sectoral Determination 2: Civil Engineering Sector, South Africa shall apply. Sub-clause 5(1) (a) makes provision for employees to be paid weekly, fortnightly or monthly.”

## **L2.6 EMPLOYMENT OF UNSKILLED AND SEMI-SKILLED WORKERS IN LABOUR INTENSIVE WORKS**

### **L2.6.1 Requirements for the sourcing and engagement of labour.**

- (a) Unskilled and semi-skilled labour required for the execution of all labour-intensive works shall be engaged strictly in accordance with prevailing legislation, SANS 1914-5, Participation of Targeted Labour and the Works Specification.
- (b) **Local Labour Rate: The Umuziwabantu Municipality Council approves and adopts to apply the South African Federation of Civil Engineering Contractors (SAFCEC) wage agreement rates as the standard rates.**
- (c) 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 sub-sub-clause E2.6.1 (c) above.
- (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:
  - (i) Where the head of the household has less than a primary school education.
  - (ii) That have less than one full time person earning an income.
  - (c) Where subsistence agriculture is the source of income; and
  - (iv) Those that are not in receipt of any social security pension income
- (f) The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:
  - (i) 40% women.
  - (ii) 20% youth who are between the ages of 18 and 35; and
  - (iii) 2% persons with disabilities.

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**L2.6.2 Specific provisions pertaining to SANS 1914-5****(a) Definitions**

**Targeted labour:** Unemployed persons who are employed as local labour on the project.

**(b) Contract participation goals**

- (i) The specified contract participation goal for the contract is 20% of the award value. The contract participation goal shall be measured in the performance of the contract to enable the employment provided to targeted labour to be quantified.
- (ii) The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task rated workers, comprise all wages paid, and any training allowance paid in respect of agreed training programmes.

**(c) Terms and conditions for the engagement of targeted labour**

Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.

**(d) Variations to SANS 1914-5**

- (i) The definition for net amount shall be amended as follows:  
Financial value of the contract upon completion, exclusive of any value added tax or sales tax, which the law requires the employer to pay the contractor.
- (ii) The schedule referred to in clause 5.2 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of days of formal training provided to targeted labour.

**L2.6.3 Training of targeted labour**

- (a) The Contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.
- (b) The cost of the formal training of targeted labour will be funded by the local office of the Department of Labour. This training will take place as close to the project site as practically possible. The contractor must access this training by informing the relevant regional office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required. The Employer and the Department of Public Works (Fax: 012 3258625/ EPWP Unit, Private Bag X65, Pretoria 0001) must be furnished with a copy of this request.
- (c) The Contractor shall do nothing to dissuade targeted labour from participating in training programmes and shall take all reasonable steps to ensure that each beneficiary is provided with two days of formal training for every 22 days worked.

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- (d) An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of sub clause E2.6.3(c) above.
  - (e) Proof of compliance with the requirements of sub-clause E2.6.3 (b) to (d) must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

## **L2.7 GENERIC LABOUR-INTENSIVE SPECIFICATION**

### **L2.7.1 Applicable Standardized Specification**

The Construction and Management Requirements for Works Contracts:

Specification SANS 1921-5: 2004, Part 5: Earthworks Activities, which are to be performed by Hand, shall apply as additional Works Specifications to this contract. The South African National Standard SANS 1921-5: 2005 Specification is not bound in this document and it may be obtained from South African Standards (website [www.stansa.co.za](http://www.stansa.co.za)) or viewed by appointment at the offices of the Employer's Representative during normal working hours.

### **L2.7.2 Variations to SANS 1921-5: 2004, Part 5: Earthworks activities, which are to be performed by hand**

#### **Clause 4.2: Trench excavation**

*Add the following to sub-clause 4.2.1:*

"The trenches which are to be excavated by hand are up to 1,5m deep."

#### **Clause 4.4: Excavations other than in trenches**

*Replace sub-sub-clause 4.4.1 with the following:*

"All material excavatable by hand related to the items listed in Table 4.13/1 shall be excavated by hand."

#### **Clause 4.7: Loading**

*Delete and replace with the following:*

"Loading of material in areas difficult for the specialised equipment (restricted areas) shall be done by hand."

#### **Clause 4.8: Haul**

*Add the following:*

"This clause shall not apply to this contract."

#### **Clause 4.10: Spreading**

*Add the following:*

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“This clause shall apply to this contract only provided the material can be economically spread by hand.”

*Add the following new clauses 4.13 and 4.14:*

**“4.13 : Labour-intensive Work**

The items/activities that shall be done by hand are listed/provided in Part C4: Site Information. These listed items and others indicated by the prefix LI in the Bill of Quantities are compulsory and may not be executed in any other way.

The contractor may identify further activities to increase the labour component of the contract.

**4.14: Manufactured Elements**

Elements manufactured or designed by the Contractor, such as manhole rings and cover slabs, precast concrete planks and pipes, masonry units and edge beams shall not individually, have a mass of more than 320kg. In addition, the items shall be large enough so that four workers can conveniently and simultaneously acquire a proper hand hold on them.

The Contractor may also propose to the Engineer additional labour-based activities, or alternative activities in place of any of the above-mentioned activities that cannot be executed using labour-based methods due to unforeseen and abnormal circumstances.

The Contractor shall take cognizance of his General Obligations and the contribution of Targeted Labour to the Contractor Participation Goal (CPG) specified for the contract.

Before commencing with any labour-intensive operations, the Contractor shall discuss his intentions with the Engineer and shall submit to the Engineer on a weekly basis, daily labour returns indicating the numbers of temporary personnel employed on the works and the activities on which they were engaged.”

**L2.8 MEASUREMENT AND PAYMENT**

**Prescribed Labour-intensive work**

Those parts of the Works included in the contract, which are to be constructed using labour-intensive methods have been marked in the Schedule / Bill of Quantities. The pay items or sub-items of the works, or parts of the works which are to be constructed using labour-intensive methods only are marked by the letter LI as included in the

Payment Refers Column for that item. The use of plant to provide such works, other than plant specifically provided for in the Scope of Work, is a variation to the contract.

The items marked with LI are not necessarily an exhaustive list of all the activities which may be done by hand, and this clause does not over-ride any of the requirements in the generic labour-intensive specification in this Works Specifications.

Payment for items which are designated to be constructed labour-intensively (either in the Schedule / Bill of Quantities or in the Scope of Work) will not be made unless they are constructed using labour-intensive methods. Any unauthorized use of plant to carry out work, which is to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

### **C3.3.3 PREFERENTIAL PROCUREMENT SPECIFICATION**

#### **PARTICIPATION AND CONDITIONS PERTAINING TO TARGETED PROCUREMENT AND BLACK ECONOMIC EMPOWERMENT**

UMUZIWABANTU LOCAL MUNICIPALITY has committed itself to the following with respect to all procurement dealings:

***UMUZIWABANTU LOCAL MUNICIPALITY 's Supply Chain Management Policy in terms of section 111 of the Local Government Municipality Finance Management Act (Act No. 56 of 2003)***

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## **C4: SITE INFORMATION**

### **C4.1: CONDITIONS ON SITE**

#### **C4.1.1 Nature of Ground**

The Tenderer will be permitted to excavate trial holes in the area of the works at his own expense provided that they are properly safeguarded and reinstated. Should the Tenderer wish to excavate his own trial holes; he shall first ascertain, in conjunction with the Engineer, the position of any underground services, which may exist in the area. The Tenderer shall indemnify the Municipality against the cost of repairing any underground services damaged by the Tenderer or his agents, while carrying out such excavations.

#### **C4.1.2 Spoil Material**

No indiscriminate spoiling of material will be allowed. All unsuitable or surplus material shall be spoiled off site to a spoil site/municipal dump, chosen by the Contractor.

#### **C4.1.3 Finishing – off the Site**

The site shall be finished off in accordance with the specifications as well as to the requirements of all applicable environmental standards.

#### **C4.1.4 Existing Services**

Although every effort has been made to depict existing services (water mains, electric cables, telephone cables etc.), as accurately as possible on the contract drawings, insofar as they are known, variations do arise, and the Contractor shall exercise extreme care when working in the area. Items have been allowed in the Schedule of Quantities for dealing with and protecting services. The Contractor shall take whatever precautions are required to protect these services from damage during the period of the Contract.

#### **C4.1.5 Proving of Underground Services**

It is stressed that all services in a particular area must be proven before commencing work in that area. Insofar as bulk earthworks are concerned, where services are indicated on the drawings or where from site observations can reasonably be expected that such services are likely to exist where excavations are to take place, the Contractor shall without instructions from the Engineer carefully excavate by hand to expose and prove their positions.

When a service is not located in its expected position the Contractor shall immediately report such circumstances to the Engineer who will decide what further searching or other necessary action is to be carried out and shall instruct the Contractor accordingly.

Should any service be damaged by the Contractor in carrying out the works, and should it be found that the procedure laid down in this clause has not been followed than all costs in connection with the repair of service will be to the Contractors account.

Proving of services shall be completed at least two weeks in advance of the actual programmed date for commencing work in the area. The position of these services located must be coordinated and levelled by the Contractor, and the information given in writing to the Engineer's representative.

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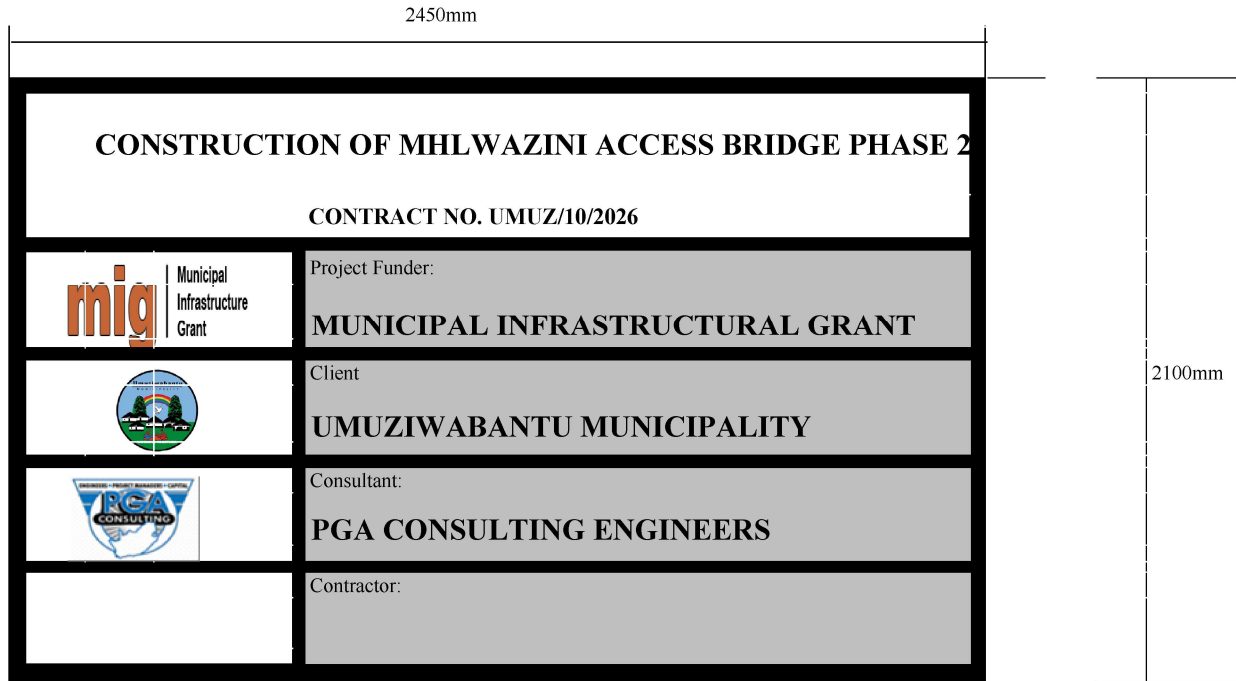
The requirements of this clause do not relieve the Contractor of any obligations as detailed under the General Conditions of Contract or the Special Conditions of Contract.

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## **C4.2 LOCALITY PLAN**



**C4.3 CONTRACT NOTICE BOARD**



NOTE:

The exact wording must be approved by the Engineer before ordering the contract name board

SPECIFICATION

1. The board must comply with the diagram above
2. The board must be made of minimum 0,6mm thick diameter chromadeck sheet (or similar approved)
3. The board must be mounted on a steel frame and must be cross braced at the back to prevent it from deforming
4. The board must be erected with at least two firmly planted poles
5. The board must be erected with a minimum ground level clearance of 1800mm

APPROVAL STATUS

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NAME      CAPACITY      SIGNATURE      DATE

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## **C5 ANNEXURES**

### **C5.1 DRAWINGS**

The drawings issued to tenders as part of the tender documents must be regarded as provisional and preliminary for the tenderer's benefit to generally assess the scope of work. The drawings may be issued as a separate book of drawings or else bound in as part of this document.

The work shall be carried out in accordance with the latest available revision of the drawings approved for construction (AFC)

At the commencement of the contract, the Engineer shall deliver to the Contractor copies of the AFC drawings and any instructions required for the commencement of the works. From time to time thereafter during the progress of the works, the Engineer may issue further drawings for construction purposes as may be necessary for adequate construction, completion and defects correction of the works.

Drawings issued separately are listed in the Book of Drawings.

All drawings and specifications and copies thereof remain the property of the Employer, and the Contractor shall return all drawings and copies thereof to the Employer at the completion of the contract.

#### **LIST OF DRAWINGS:**

<b><u>Drawing no</u></b>	<b><u>Description</u></b>
101	Layout Plan
102	General Arrangement
103	Concrete Details (Sheet 1 of 2)
104	Concrete Details (Sheet 2 of 2)
105	Reinforcement Details (Sheet 1 of 3)
106	Reinforcement Details (Sheet 2 of 3)
107	Reinforcement Details (Sheet 3 of 3)
108	Bending Schedule

