



**UMDONI LOCAL MUNICIPALITY**

**APPOINTMENT OF A CONTRACTOR  
FOR**

**THE PROPOSED RE-GRAVELING OF MYEZA GRAVEL ROAD IN WARD 14**

**CONTRACT No.: 11/2023 MN: 67/2022**

**(CIDB CATEGORY: 4CE OR HIGHER)**

**PROCUREMENT DOCUMENT**

**Tender Closes at 12h00 on 23 August 2022**

Name of Tenderer \_\_\_\_\_

Telephone Number \_\_\_\_\_

Fax Number \_\_\_\_\_

Address \_\_\_\_\_

Tender Sum \_\_\_\_\_

**EMPLOYER:**

UMDONI LOCAL MUNICIPALITY  
CNR WILLIAMSON & BRAM FISCHER STREET  
SCOTTBURGH  
4180

Tel: (039) 976 1202  
Fax: (039) 976 2194

**CONSULTING ENGINEERS:**

MZANSI AFRICA CIVILS  
SUITE 3, SUNNYSIDE CENTRE  
48 SUNNYSIDE LANE  
PINETOWN

3600  
Tel: (031) 702 7007  
Fax: (031) 701 5359

## TENDER CHECK LIST

PAGE NO.	DESCRIPTION	COMPLETED		FOR OFFICE USE ONLY	
		Yes	No	Yes	No
Cover	Tender Sum and Contractor's Details				
iii	Summary for tender opening purposes				
RD 38	Original Tax Clearance /Tax Compliance Certificate				
RD 30	Company/CC/Trust/Partnership/Registration certificates				
RD 45	Joint Venture Agreement and Power of Attorney in case of joint venture				
RD 44	Workmen's Compensation Registration Certificate (or proof of payment of contribution in terms of the Compensation for Injuries and Diseases Act No. 130 of 1993)				
RD 35	Contractor's Health and Safety Declaration				
RD 37	Contractor's CIDB registration Certificate				
RD 39	Form of intent by bank or insurance company to provide a performance guarantee				
RD 22	Certificate of attendance at Site meeting				
RD 26	Record of Addenda to Tender Documents				
RD 27	Certificate of Authority				
RD 31	Plant and Equipment				
RD 7	Experience of Tenderer				
RD 9	Proposed Sub-Contractor(Optional)				
RD 10	Key Personnel				
RD 32	Preliminary Programme				
RD 33	Amendments, Qualification and Alterations				
RD 13	Tender's Financial Standing				
RD 11	Curriculum Vitae of Key Personnel				
RD 40	Declaration of Interest				

**uMDONI LOCAL MUNICIPALITY**

**CONTRACT NO.: 11/2023 MN: 67/2022**

**EMPLOYMENT OF A CONTRACTOR FOR**

**THE RE-GRAVELING OF MYEZA GRAVEL ROAD IN WARD 14**

**PROCUREMENT DOCUMENT**

**FOREWORD**

This document consists of two distinct clusters, namely the TENDER and the CONTRACT.

The TENDER consists of two parts, namely:

- **T1: Tendering Procedures** to be complied with by every tenderer submitting a tender offer; and
- **T2: Documents to be returned by the Tenderer**, including the returnable schedules and forms to be completed by each tenderer, some of which will eventually be incorporated into the contract between the successful tenderer and the Employer.

The CONTRACT consists of FIVE parts, namely:

- **C1: Contract Data and Agreements;**
- **C2: Pricing Data;**
- **C3: Scope of Work**
- **C4: Site Information;** and
- **C5: Annexures** (that may have a bearing on the contract).

Each part or volume is preceded by its own table of contents.

### SUMMARY FOR TENDER OPENING PURPOSES

***[To facilitate the reading out of tender parameters at the opening of tenders, the tenderer shall complete this form and submit it with their tender]***

**Name of Contractor submitting the tender:**.....

**Tender amount (as stated in the Form of Offer):** R.....

**Alternative Tender offered?** ..... (Yes / No)

If "Yes" state amount: R .....

**Specified Time for Completion by the Contractor:** 6 Months

**Alternative Time for Completion offered?** ..... (Yes / No)

If "Yes", state time offered .....

**Details of contact person:**

Name (Print): .....

Telephone No: ..... Fax No: .....

E-mail address:.....

Note: In the event of conflict between the data provided in this summary and that given in the tender, the latter shall prevail.

**SIGNATURE:** .....  
(of person authorised to sign the tender)



## CONTENTS

PART	DESCRIPTION	PAGE COLOUR	PAGE No.
<b>PART T: THE TENDER</b>			<b>TP 1</b>
T1.1	Tender Notice & Invitation to Tender	White	TP 3
T1.2	Tender Data	Pink	TP 7
T2.1	List of Returnable Documents	Yellow	RD 3
T2.2	Returnable Schedule	Yellow	RD 4
<b>PART C1: AGREEMENTS AND CONTRACT DATA</b>			<b>C 1 to C 17</b>
C1.1	Form of Offer and Acceptance	Yellow	C 3
C1.2	Contract Data	Yellow	C 8
C1.3	Performance Guarantee	White	C 15
C1.4	Disclosure Statement	White	C 18
C1.5	Adjudication Board Member Agreement	White	C 19
C1.6	Agreement in terms of the Occupational Health and Safety Act No. 85 of 1993.	White	C 21
<b>PART C2: PRICING DATA</b>			<b>PD 1 to PD 17</b>
C2.1	Pricing Instructions	Yellow	PD 1
C2.2	Schedule of Quantities	Yellow	PD 5 to PD 9
<b>PART 3: SCOPE OF WORK</b>			<b>SW 1 to SW 61</b>
	Scope of Work	Blue	SW 1 to SW 59
<b>PART 4: SITE INFORMATION</b>			<b>SI 1 to SI 4</b>
	Site Information	Blue	SI 1
<b>PART 5: DRAWINGS</b>			<b>D 1 to D 2</b>
	Drawings.	White	SI 4

## THE TENDER

### T1: TENDERING PROCEDURES

### T2: RETURNABLE DOCUMENTS

Failure to submit the following documents will invalidate your bid

- Lease agreement/proof of address/rates letter not older than 3 months (The tenderer should not be in arrears for more than 3 months with municipal rates)
- A valid original Pin Status Sheet is included with the tender
- Latest CSD Registration Summary Report is attached
- Company Registration Certificate (with certified copies of Directors) is attached
- Certified copy of BBBEE certificate/sworn affidavit is attached
- Workmen's Compensation Registration Certificate (or proof of payment of contributions in terms of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993)
- Joint Venture Agreement and Power of Attorney in case of Joint Ventures
- VAT Registration Certificate (if applicable)
- Proof of CIDB grading (4CE or higher)

***\*All certified documents should not be older than 6 months, failing to comply with this will render the tender non-responsive***

## **T1: TENDERING PROCEDURES**

<b>TABLE OF CONTENTS</b>	<b>Page</b>
<b>T1.1: TENDER NOTICE AND INVITATION TO TENDER .....</b>	<b>TP 3</b>
<b>T1.2: TENDER DATA .....</b>	<b>TP 4</b>
<b>T1.2.1: Tender Data .....</b>	<b>TP 4</b>
<b>T1.2.2: Standard Conditions of Tender .....</b>	<b>TP 10</b>

## TENDER NOTICE AND INVITATION TO TENDER



### uMDONI LOCAL MUNICIPALITY

Tender no.:	Required CIDB Grading	Description
11/2023	4CE OR HIGHER	THE RE-GRAVELING OF MYEZA GRAVEL ROAD IN WARD 14

The uMdoni Local Municipality hereby invites tenders from suitably experienced Contractors for the above contract situated within uMdoni Municipality area of jurisdiction in Wards 14.

Tenderers should be registered with CIDB in a 4 CE class and have a CIDB contractor grading designation as indicated above, or higher. Joint ventures are also eligible to submit tenders provided every member of the Joint Venture is registered with the CIDB and a combined grade of the Joint Venture calculated in accordance with the construction industry development regulations is equal to or higher than the specified contractor grading.

A Compulsory briefing meeting and site inspection will take place on **12 August 2022**, commencing at 11h00am at uMzinto Town Hall.

Documents may be collected during working hours **as from 09:00 on 29 July 2022 to 12 August 2022**. A non-refundable tender fee of R500.00 payable in **cash** to the Cashier at Finance Department at uMdoni Main Offices. Tender documents will also be available in the Tender publication portal which can be obtained through the following website: [www.etenders.gov.za](http://www.etenders.gov.za). **No document will be purchased on the clarification meeting.**

Queries may be addressed to Mzansi Africa Civils represented by Mr. N. Zulu Telephone No.: 031 702 7007, Fax No.: 031 701 5359, Email: [nkanyiso@nzansiafrica.co.za](mailto:nkanyiso@nzansiafrica.co.za) and Mr. S Xulu PMU Department: Technical Services of uMdoni Local Municipality on telephone 039 976 1202, Email: [sandilex@umdoni.gov.za](mailto:sandilex@umdoni.gov.za), Finance – SCM, D Nyathi, Email: [davidn@umdoni.gov.za](mailto:davidn@umdoni.gov.za) during working hours 7h30 to 16h00.

Bidders must visit/ check e-tender website seven (7) days before tender closing date for any addendum that might be uploaded.

Tenders may only be submitted on the tender documentation that is issued. Tenders received by way of facsimile or email will NOT be considered. The completed tender document must be deposited in the official **TENDER BOX** in the foyer of the uMdoni Local Municipality Main Offices, cnr Williamson & Bram Fischer street, not later than **12:00 on 23 August 2022**, at which time tenders will be opened in public. Late tenders shall not be considered.

The evaluation and Adjudication of tenders will be done in line with the uMdoni Local Municipality's approved Supply Chain Policy and 80/20 principle of PPPFA with its 2017 Regulations. Tenderers will be evaluated on responsiveness, functionality where tenderers must score the minimum points of 70% as detailed in the tender documents.

Tenders shall be valid for a period of 120 days. The uMdoni Local Municipality does not bind itself to accept the lowest or any tender.

**Mrs. T.C Ndlela**  
**Municipal Manager**

## PART A INVITATION TO BID

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)**

BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					

**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).**

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID  
 BOX SITUATED AT (STREET ADDRESS


**SUPPLIER INFORMATION**

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

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

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		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.  1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</b>  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.
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.  2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.  2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.  2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.  2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.  2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.  2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span> 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <span style="float: right;"><input type="checkbox"/></span> YES <input type="checkbox"/> NO 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span> 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span> 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
<b>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.</b>

**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: .....

## T1.2: TENDER DATA

### F.1 GENERAL

The Conditions of Tender applicable to this contract are the Standard Conditions of Tender as contained in Annexure F of the CIDB *Standard for Uniformity in Construction Procurement*, and as Annexure F of the CIDB *Standardized Construction Procurement Documents for Engineering and Construction Works (28 May 2010)*. This document is obtainable separately. Tenderers shall obtain their own copies.

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

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

### 1.2.1: TENDER DATA

Clause Number	Description
F.1.1	The Employer is <b>UMDONI LOCAL MUNICIPALITY</b>
F.1.2	<p>The tender documents issued by the Employer comprise:</p> <p><b>Tendering Procedures</b></p> <p>T1.1 Tender Notice and Invitation to Tender</p> <p>T1.2 Tender Data</p> <p><b>Returnable Documents</b></p> <p>T2.1 List of Returnable Documents</p> <p>T2.2 Returnable Schedules</p> <p><b>Part 1: Agreements And Contract Data</b></p> <p>C1.1 Form of Offer and Acceptance</p> <p>C1.2 Contract data</p> <p>C1.3 Performance Guarantee</p> <p>C1.4 Disclosure Statement</p> <p>C1.5 Adjudication Board Member Agreement</p> <p>C1.6 Agreement in terms of the Occupational Health and Safety Act No. 85 of 1993</p> <p><b>Part 2: Pricing data</b></p> <p>C2.1 Pricing instructions</p> <p>C2.2 Bill of Quantities</p> <p><b>Part 3: Scope of work</b></p> <p>C3 Scope of work</p> <p><b>Part 4: Site information</b></p> <p>C4 Site information</p> <p><b>Part 5: Drawings</b></p> <p>C5 Drawings</p> <p>(a) <b>Drawings</b>, bound in at the end of this document as an annexure</p> <p>(b) <b>“General Conditions of Contract for Construction Works – 2<sup>nd</sup> Edition 2015”</b> issued by the South African Institution of Civil Engineering. (Short title “General Conditions of Contract 2015”). This document is obtainable separately, and Tenderers shall obtain their own copies.</p> <p>(c) <b>The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations 2003 (Government Gazette No 25207 of</b></p>

## F.1 GENERAL

The Conditions of Tender applicable to this contract are the Standard Conditions of Tender as contained in Annexure F of the CIDB *Standard for Uniformity in Construction Procurement*, and as Annexure F of the CIDB *Standardized Construction Procurement Documents for Engineering and Construction Works (28 May 2010)*. This document is obtainable separately. Tenderers shall obtain their own copies.

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

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

### 1.2.1: TENDER DATA

Clause Number	Description
F.1.1	The Employer is <b>UMDONI LOCAL MUNICIPALITY</b>
F.1.2	<p>The tender documents issued by the Employer comprise:</p> <p><b>Tendering Procedures</b></p> <p>T1.1 Tender Notice and Invitation to Tender</p> <p>T1.2 Tender Data</p> <p><b>Returnable Documents</b></p> <p>T2.1 List of Returnable Documents</p> <p>T2.2 Returnable Schedules</p> <p><b>Part 1: Agreements And Contract Data</b></p> <p>C1.1 Form of Offer and Acceptance</p> <p>C1.2 Contract data</p> <p>C1.3 Performance Guarantee</p> <p>C1.4 Disclosure Statement</p> <p>C1.5 Adjudication Board Member Agreement</p> <p>C1.6 Agreement in terms of the Occupational Health and Safety Act No. 85 of 1993</p> <p><b>Part 2: Pricing data</b></p> <p>C2.1 Pricing instructions</p> <p>C2.2 Bill of Quantities</p> <p><b>Part 3: Scope of work</b></p> <p>C3 Scope of work</p> <p><b>Part 4: Site information</b></p> <p>C4 Site information</p> <p><b>Part 5: Drawings</b></p> <p>C5 Drawings</p> <p>(a) <b>Drawings</b>, bound in at the end of this document as an annexure</p> <p>(b) <b>“General Conditions of Contract for Construction Works – 2<sup>nd</sup> Edition 2015”</b> issued by the South African Institution of Civil Engineering. (Short title “General Conditions of Contract 2015”). This document is obtainable separately, and Tenderers shall obtain their own copies.</p> <p>(c) <b>The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations 2003 (Government Gazette No 25207 of 18 July 2003, Notice No R1010)</b>. This document is obtainable separately, and Tenderers shall obtain their own copies.</p>



	<p>(d) In addition Tenderers are advised, in their own interest, to obtain their own copies of the following acts, regulations and standards referred to in the this document as they are essential for the Tenderer to get acquainted with the basics of construction management, the implementation of preferential construction procurement policies and participation of targeted enterprise and labour:</p> <p><b>i) The Construction Industry Development Board Act No 38 of 2000 and the Regulations in terms of the CIDB Act 38/2000, Government Notice No 692 of 9 June 2004,</b></p> <p><b>ii) SANS 1921:2004 Construction and Management</b></p> <p>Part 1: General Engineering and Construction Works;</p> <p>Part 2: Accommodation of Traffic on Public Roads occupied by the Contractor;</p> <p><b>iii) BOARD NOTICE 86 OF 2010, CIDB, STANDARD FOR UNIFORMITY IN CONSTRUCTION PROCUREMENT May 2010</b></p> <p>The Tender Document and the drawings shall be obtained from the Employer or his authorized representative at the physical address stated in the Tender Notice, upon payment of the deposit stated in the Tender Notice.</p>
F.1.4	<p>The Employer's Agent's (also referred to as the Engineer) details are as follows:</p> <p>Name: Mzansi Africa Civils          Address: Suite 3 Sunnyside Centre, 48 Sunnyside Lane, Pinetown          Tel N<sup>o</sup>: (031) 702 7007          Fax N<sup>o</sup>: (031) 701 5359          Contact Person: Nkanyiso Zulu          Email: <a href="mailto:nkanyisoz@mzansiafrica.co.za">nkanyisoz@mzansiafrica.co.za</a></p>
F.2.1	<p>The following tenders who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to submit tenders.</p> <p>a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a <b>4 CE</b> class of construction work; and</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> <li>1. Every member of the joint venture is registered with the CIDB;</li> <li>2. The lead partner has a contractor grading designation in the CE class of work</li> <li>3. The combined contractor grading designation calculated in accordance with the Construction Industry Board Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for 3 CE class of construction or a value determined in accordance to Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.</li> </ol>
F2.7	<p>The arrangements for a compulsory briefing meeting are:</p> <p>Location: Meeting at the uMzinto town hall          Date: <b><u>12 August 2022</u></b>          Starting Time: <b><u>11h00</u></b></p> <p>Tenderers must sign the Attendance Register 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 Register.</p>

F2.12	<p>If a Tenderer wishes to submit an alternative 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.</p> <p>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 in the development of the pricing proposal.</p> <p>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 the full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements</p> <p>The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.</p>	
F.2.13.5	The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are as follows:	
F2.15.1	<b>Location of Tender Box:</b>	Reception area of uMdoni Local Municipal Offices
	<b>Physical Address:</b>	Cnr Williamson & Bram Fischer Street, Scottburgh
	<b>Identification details:</b>	Tender No. 11/2023 MN: 67/2022 - The re-graveling of Myeza gravel road in ward 14
	The Tenderer must sign the attendance register in the name of the tendering entity. Addenda will be issued to and only to tenderers' whose entities appear on the attendance register.	
F.2.13	A two-envelope procedure will not be followed.	
F.2.15	The closing time for submission of tender offers is <b>12h00 on 23 August 2022.</b>	
F.2.15	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be acceptable.	
F.2.16	The tender offer validity period is <b>120 days</b> from the tender closing date.	
F.2.23	<p>The Tenderer is required to submit with his tender:</p> <ol style="list-style-type: none"> <li>1) Valid Tax compliance certificate</li> <li>2) Central Suppliers Data base (CSD) Report.</li> <li>3) Copies of Company / CC / Trust / Partnership registration certificates or ID certificates in case of one-man concerns.</li> <li>4) Joint Venture Agreement and Power of Attorney in Case of Joint Ventures</li> <li>5) Workmen's Compensation Registration Certificate (or Proof of Payment of contributions in terms of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993).</li> <li>6) Contractor's Health and Safety Declaration.</li> <li>7) Contractor's CIDB Registration Certificate or a copy of the application Form for registration in terms of the Construction Industry Development Board Act (Form F006).</li> <li>8) Latest Municipal Account or Affidavit or Lease Agreement.</li> <li>9) BBBEE Compliance Certificate.</li> <li>10) Returnable Compulsory Schedules and Forms.</li> </ol>	

F.3.4	<p>The time and location for opening of the tender offers is:</p> <p><b>Time:</b> 12h00  <b>Date:</b> 23 August 2022  <b>Location:</b> uMdoni Local Municipality Tender Box          Cnr Williamson &amp; Bram Fischer Street, Scottburgh</p>
F.3.11	<p>Evaluation will be done using a two stage process in terms of National Treasury Circular No. 53. The procedure to be used for the allocation of points of responsive tenders will be <b>Method 4 with the 80/20 Preference Point System</b>. Tenders shall be scored for quality on stage one only to pre-qualify tenders and only those tenders that meet the specified minimum <b>70%</b> total score for quality shall be considered further on stage two where they will then be evaluated on the basis of the 80/20 Preference Points System.</p> <p><b><u>Method 4: Financial Offer, Quality and Preferences</u></b></p> <p><u>(a) Quality</u></p> <p>The score for quality will be calculated using the following formula:</p> $W_q = W_2 \times S_o / M_s$ <p>where:</p> <ul style="list-style-type: none"> <li><math>W_2</math> is the percentage score given to quality and equals <b>100</b></li> <li><math>S_o</math> is the score for quality allocated to the submission under consideration</li> <li><math>M_s</math> is the maximum possible score for quality in respect to the submission, which equals <b>100</b>.</li> </ul> <p>The quality will comprise scores for the following based on criteria indicated in the respective tender returnables:</p> <ol style="list-style-type: none"> <li>1. A maximum of 20 points will be awarded for a Number of completed road projects with traceable references and completed within the past 10 years (01 July 2012 to date)</li> <li>2. A maximum of 20 points will be awarded for a Site agent with a minimum qualification of a National Diploma in Civil Engineering and years of road construction experience</li> <li>3. A maximum of 20 points will be awarded for a Foreman with a minimum qualification of NQF Level 4 in Civil Construction and years of relevant experience in road construction</li> <li>4. A maximum of 20 points will be awarded for a detailed Methodology</li> <li>5. A maximum of 14 points will be awarded for plant availability.</li> <li>6. A maximum of 6 points will be awarded for Financial resources to execute the works</li> </ol>

Tenderers that score less than 70% of the points will <i>not</i> be considered further.				
	Description	Total Points allotted	Points	Points Claimed
1	Number of completed gravel or surfaced road projects with traceable references and completed within the past 10 years ( 01 July 2012 - to date) - company			
	5 or more completed paved(tar) or unpaved(gravel) roads projects	20	20	
	4 completed paved(tar) or unpaved(gravel) roads projects		15	
	3 completed paved(tar) or unpaved(gravel) roads		10	
	Less than 3 completed paved(tar) or unpaved(gravel) roads projects		0	
<b>NB:</b> A fully signed and certified copy of the Completion Certificate or Final Approval Certificate and Reference letter on a company letterhead with traceable references for each project Must be submitted. Appointment letters for the claimed projects MUST be provided. Failure to submit the required documents will result in no points being allocated. All documentation provided will be verified by the municipality.				
2	Site agent must have a minimum qualification of a National Diploma in Civil Engineering and years of road construction experience			
	5 or more years of experience	20	20	
	3 - 4 years of experience		15	
	2 years of experience		10	
	Less than 2 years of experience		0	
<b>NB:</b> Certified copies of required qualification certificates, certified copy of I.D document and CVs detailing nature and years of relevant experience per personnel. Failure to submit the required documents will result in no points being allocated.				
3	Foreman must have a minimum qualification of NQF Level 4 in Civil Construction and years of relevant experience in road construction			
	5 or more years of experience	20	20	
	3 - 4 years of experience		15	
	2 years of experience		10	
	Less than 2 years of experience		0	
<b>NB:</b> Certified copies of required qualification certificates, certified copy I.D document and CVs detailing nature and years of relevant experience per personnel..				
4	Methodology shall be presented in a form of a detailed method statement, construction program in Gantt chart or other format indicating a clear sequencing of project activities, time lines, critical path and labour demand			
	Correct sequencing, critical path, labour demand and a detailed method statement	20	20	
	Correct sequencing with critical path or labour demand or detailed method statement		15	

	Correct sequencing only and method statement not detailed		10	
	No program submitted or submitted program incorrect and no method statement		0	
<b>NB:</b> The methodology must include the above sub-headings				
<b>Plant and equipment</b> <b>Plant and equipment shall be based on number of different types of plant owned or leased as enlisted</b>				
Owning/ leased plant total of 7 and above		14	14	
Owning/ leased plant total of 5 - 6			10	
Owning/ leased plant total of 3 - 4			7	
Owning/ leased plant total less than 1 - 2			3	
Owning/leasing nothing			0	
<b>Plant</b>		<b>Number of Owned / Leased Plant and Equipment</b>		
Tractor Loader Backhoe/TLB(MAX 1)				
Motor Grader (MAX 2)				
Excavator (MAX 1)				
Grid/Pad foot roller (MAX 1)				
Smooth drum roller (MAX 1)				
Water tanker (MAX 2)				
10 cube tipper trucks (MAX 3)				
<b>NB:</b> The Tenderers should provide proof of ownership or lease agreement with a proof of ownership by the plant hire.  Where documents are not submitted or are incorrect, no points will be allocated.				
<b>Financial Resources</b>				
Bank recommendation relating to the financial capability of the contractor to finance the proposed contract. Rating “A” – undoubted/ excellent		6	6	
Bank recommendation relating to the financial capability of the contractor to finance the proposed contract. Rating “B” – good for amount quoted			4	
Bank recommendation relating to the financial capability of the contractor to finance the proposed contract. Rating “C” – average/good if strictly in line of business.			3	
Bank recommendation relating to the financial capability of the contractor to finance the proposed contract. Rating below “C”			0	
<b>NB:</b> The Tenderer must enclose with his tender an official bank rating issued by his banker failing which no points will be awarded.				
<b>Quality shall be scored independently by not less than three evaluators in accordance with the following schedules</b>				

**NB: Bidders are required to submit supporting documents to score full point. Only bidders who score a minimum score of 70 points (70%) shall be considered for further evaluation. Bidders who fail to score a minimum score of 70 points shall be disqualified and will not be considered for further evaluation.**

**<sup>1</sup> Other equivalent or similar equipment may score points at the Evaluator's discretion. A bidding entity that intends hiring plant/equipment should attach proof of a preliminary agreement with their plant supplier stating that the plant shall be made available if awarded the contract and for the duration of the contract.**

**(b) Financial Offer**

The financial offer will be scored using the following formula

$$Nf = W1 \times [1 - (P - P_m) / P_m]$$

where:

W1 = **80** for financial values up to R50 000 000 (inclusive of VAT) of all responsive tenders received, and **90** for financial values over R50 000 000;

P<sub>m</sub> = the value of the comparative offer of the most favorable tender;

P = the value of the comparative offer under consideration

**(c) Preferences**

Up to **20** points (for financial values up to R50 000 000) or **10** points (for financial values over R50 000 000) will be awarded to tenderers who are found to be eligible for the preference claimed.

Points will be awarded to Tenderers for attaining the BBBEE status level of contribution as per the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2011 as detailed below:

**Table F.2: Preference Points based on B-BBEE status level of contributor**

Status Level of contributor	Scorecard	Preference Points based on scorecard (80/20 System)
1	≥ 100 points	20
2	≥ 85 but < 100 points	18
3	≥ 75 but < 85 points	14
4	≥ 65 but < 75 points	12
5	≥ 55 but < 65 points	8
6	≥ 45 but < 55 points	6
7	≥ 40 but < 45 points	4
8	≥ 30 but < 40 points	2
Non-compliant Contributor	< 30 points	0

Eligibility for preference points is subject to the following conditions:

- A tenderer's scorecard shall be based on the Construction Sector Codes of Practice promulgated in Government Gazette 32305 of 5 June 2009; and
- The scorecard shall be submitted as a certificate attached to Returnable Schedule L; and
- Tenderers who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency

	<p>accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.</p> <p>d) Tenderers other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.</p> <p>e) A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.</p> <p>f) A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate tender.</p> <p>g) A person will not be awarded points for B-BBEE status level if it is indicated in the tender document that such a tenderer intends sub-contracting more than 30% of the value of the contract to any other enterprise that does not qualify for at least the points that such a tenderer qualifies for, unless the intended sub-contractor is an EME or ESQ that has the capability and ability to execute the sub-contract.</p> <p>h) A person awarded a contract may not sub-contract more than 30% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME or ESQ that has the capability and ability to execute the sub-contract. The date of issue of the certificate must be less than 12 (twelve) months prior to the advertised tender closing date (see Tender Data F.2.15); and</p> <p>i) Compliance with any other information requested to be attached to Returnable Schedule T.</p> <p><b><u>Total Scores for Financial and Preference</u></b>          The points scored for a Tenderer in respect of Financial must be added to the points scored for the B-BBEE preferences.</p>
F.3.13.1	<p>Tender offers will only be accepted if:</p> <p><b><u>Responsiveness and Evaluation Criteria</u></b></p> <p>NB: uMdoni Municipality may verify any information submitted in terms of this bid and any information that is incorrect may result in that bid being automatically disqualified and not considered further.</p> <p><b><u>Responsiveness Criteria</u></b>          No bid will be considered by uMdoni Municipality unless it meets the following responsiveness criteria (for the bid to be considered responsive, the bid must meet the following requirements amongst others):</p> <p><b>COMPULSORY RETURNABLE DOCUMENTS:</b></p> <ol style="list-style-type: none"> <li>1. The official Quotation document must be fully completed in indelible black ink. Where information requested does not apply to the Bidder and the space is left blank, it will be deemed to be not applicable.</li> <li>2. The Bidder must be in good standing to do business with the public sector in terms of Regulation 38 of the Supply Chain Management Regulations 2017 (Government Gazette 27636 of 30 May 2005).</li> <li>3. The bidder must adhere to the Pricing Instructions,</li> <li>4. The necessary document authorizing the Representative to sign and submit the bid on the bidder's behalf must be completed and signed.</li> </ol>

	<ol style="list-style-type: none"> <li>5. The Municipal Bid Documents (MBDs) 4, 6.1, 8, 9 by the bidder must be completed and signed.</li> <li>6. Valid Letter of Good Standing Compensation for Occupational Injuries and Diseases Act (COIDA),</li> <li>7. Rates and municipal services clearance certificate not in arrears for more than three (3) months. In a case where a Bidder is renting, a lease agreement must be attached in addition to landlord's clearance certificate (both the signed lease agreement and certificate must be submitted). In a case where the company is operating in areas where municipal services are not applicable, both Proof of Resident (POR) and Affidavit must be submitted,</li> <li>8. Experience of the tenderer,</li> <li>9. Curriculum Vitae of Key Personal,</li> <li>10. Contractors CIDB registration,</li> <li>11. Preliminary Programme,</li> <li>12. Joint Venture agreement and power of attorney in case of Joint venture (if applicable)</li> <li>13. Tender's financial standing – Proof of Banking (Company's bank account confirmation letter)</li> <li>14. Record of addendum (if applicable)</li> <li>15. Proof of purchase of tender document (if applicable)</li> <li>16. Central Supply Database (CSD) Certificate,</li> <li>17. Valid Tax Clearance Certificate/ Verification PIN</li> </ol> <p><b>OTHER RETURNABLE DOCUMENTS THAT MAY BE SUBMITTED:</b></p> <ol style="list-style-type: none"> <li>1. Certified copy of a Valid B-BBEE status level verification certificate issued by a verification agency accredited by SANAS or original sworn affidavit,</li> <li>2. ID certificate(s) of all directors, members and/or shareholders,</li> <li>3. Company / CC / Trust / Partnership / registration certificates,</li> <li>4. Certificate of Authority for Signatory and Registration/ID.</li> <li>5. VAT Registration certificate,</li> </ol> <p><b>NB: TENDERERS MUST COMPLETE THESE DOCUMENTS / DATA SHEETS / FORMS IN <u>BLACK INK</u></b></p>
F.3.18	The number of paper copies of the signed contract to be provided by UMdoni Local Municipality is <b>One</b> .



---

## **APPENDIX: STANDARD CONDITIONS OF TENDER**

### **1.2.2: STANDARD CONDITIONS OF TENDER**

*(These Standard Conditions of Tender have been reproduced, without any changes, from Appendix A of the CIDB Standardized Construction Procurement Documentation for Engineering Construction Works (28 May 2010))*

#### **F.1 General**

##### **F.1.1 Actions**

**F1.1.1.** The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

**F1.1.2.** 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 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 the 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 decision 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.1.7** These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

**F.1.3.3** For the purposes of these conditions for the calling for expressions of interest, the

following definitions apply:

- (a) **conflict of interest** means any situation in which
  - i) someone in a position of trust has competing professional or personal interest which make it difficult to fulfill 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 the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration
- (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) **Organisation** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- (f) **Quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

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

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

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

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

### **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 positions 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 data, shall be invited in each round to enter the 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 and 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 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.1.6.7 Option 2**

**F.1.6.7.1** 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.1.6.7.2.** The Employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

## **F.2 Tenderer's obligations**

### **F.2.1 Eligibility**

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

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

Attend, where required, a site visit and 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) may not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

### **F.2.10 Pricing the 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**

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. 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. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.

**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 joint venture, to provide the whole of the works, services or supply identified in the contract data, unless stated otherwise in the tender data.

**F.2.17** 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 in black ink.

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

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

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

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

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

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

**F.2.13.9** Accept that tender offers submitted by facsimile or email 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. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.

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

**F.2.16 Tender offer validity**

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

**F.2.16.2** If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.

**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.

**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  
AUGUST 2022

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 requests from the tenderer**

**F.3.1.1** Respond to a request for clarification received up to five working days prior to 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 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 prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) An individual firm, or joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements.
- b) The new partners to a joint venture were not prequalified 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 prequalification process.

### **F.7 Issue Addenda**

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date of the Tender Notice until 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, will then notify it to 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 opening 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 above the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

### **F.3.6 Non-disclosure**

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

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

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

### **F.3.8 Test for responsiveness**

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

- (a) Meets 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:

- Detrimently affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
  - Change the Employer's or the Tenderers' risks and responsibilities under the contract,
- or
- 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 tender offers for arithmetical errors between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and 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 tenders in accordance with F.3.11 for:

- a) The gross misplacement of the decimal point in the unit rate,
- b) Omissions made in completing the pricing schedule or bills of quantities or
- c) Arithmetic errors in
  - Line item totals resulting from the product of unit rate and a quantity in bills of quantities or schedule of prices; or
  - The summation of the prices.

**F3.9.2** Notify the tenderers of all errors or omissions that are identified in the tender offer and invite the tenderer to either confirm the tender offer as tendered or accept the corrected total of prices.

**F.3.9.3** Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

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

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his arithmetical errors in the manner described above.

### **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**

#### **F3.11.1 General**

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate it 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 ( $T_{EV}$ ) in accordance with the following formula:  
$$T_{EV} = N_{FO} + N_Q$$

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

$N_Q$  is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of 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 quality, rejecting all Tender Offers that fail to score the minimum number of points for quality stated in the Tender Data, if any.
- (b) Score tender evaluation points for each financial offer.
- (c) Confirm that Tenderers are eligible for the preferences claimed and, if so, score tender evaluation points for preferencing.
- (d) Calculate total tender evaluation points.
- (e) Rank Tender Offers from the highest number of tender evaluation points to the lowest.
- (f) 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.

#### **F.3.11.6 Decimal Places**

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

#### **F.3.11.7 Scoring Financial Offers**

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

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

$N_{FO}$  = the number of tender evaluation points awarded for the financial offer.

$W_1$  = the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

$A$  = a number calculated using either formulas 1 or 2 below as stated in the Tender Data.

Formula	Basis for comparison	Option 1	Option 2
1	Highest price or discount	$(1 + \frac{(P - P_m)}{P_m})$	$P/P_m$
2	Lowest price or percentage commission/fee	$(1 - \frac{(P - P_m)}{P_m})$	$P_m/P$

Where:

$P_m$  = the comparative offer of the most favourable tender offer.  
 $P$  = the comparative offer of tender offer under consideration.

### F.3.11.8 Scoring of points for B-BBEE status level Contributor

Points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below.

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

A bid must not be disqualified from the bidding process if the bidder does not submit a certificate substantiating the B-BBEE status level of contribution or is a non-compliant contributor. Such a bidder will score zero (0) out of a maximum of 10 points for B-BBEE.

### F.3.11.9 Scoring quality (functionality)

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 formula:

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

Where  $S_o$  is the score for quality allocated to the submission under consideration  
 $M_s$  is the maximum possible score for quality in respect of a submission; 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**

**F.3.13.1** Accept 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 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.3.17** 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. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.

### **F.3.14 Notice to unsuccessful tenderers**

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

### **F.3.15. Prepare contract documents**

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

- (a) Addenda issued during the tender period,
- (b) Inclusion of some of the returnable documents,
- (c) Other revisions agreed between the employer and the successful tenderer, and
- (d) The schedule of deviations attached to the form of offer and acceptance, if any.

#### **F.3.16 Issue final contract**

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

#### **F.3.17 Complete adjudicator's contract**

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

#### **F.3.18 Provide copies of the contracts**

Provide to the successful 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.3.19 Provide written reasons for actions taken**

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

## **T2 : RETURNABLE DOCUMENTS**

### **RETURNABLE SCHEDULES AND FORMS**

- A CERTIFICATE OF ATTENDANCE AT SITE MEETING
- B COMPULSORY ENTERPRISE QUESTIONNAIRE
- C RECORD OF ADDENDA TO TENDER DOCUMENTS
- D CERTIFICATE OF AUTHORITY
- E REGISTRATION CERTIFICATE / AGREEMENT / ID DOCUMENT
- F PLANT AND EQUIPMENT
- G EXPERIENCE OF TENDERER
- H PRESENT COMMITMENTS
- I PROPOSED SUBCONTRACTORS
- J KEY PERSONNEL
- K CURRICULUM VITAE OF KEY PERSONNEL
- L PRELIMINARY PROGRAMME
- M AMMENDMENTS, QUALIFICATIONS AND ALTERNATIVES
- N CONTRACTOR'S HEALTH AND SAFETY PLAN AND DECLARATION
- O CONTRACTOR'S CIDB REGISTRATION DETAILS
- P VALID TAX COMPLIANCE CERTIFICATE
- Q CENTRAL SUPPLIERS DATA BASE (CSD).
- R TENDERER'S FINANCIAL STANDING
- S DECLARATION OF INTEREST
- T WORKMAN'S COMPENSATION REGISTRATION
- U ORIGINAL OR CERTIFIED COPY OF A VALID B-BEEE STATUS LEVEL VERIFICATION CERTIFICATE.
- V JOINT VENTURE AGREEMENT AND POWER OF ATTORNEY IN CASE OF JOINT VENTURES
- V DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
- W CERTIFICATE OF INDEPENDENT BID DETERMINATION
- X CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

*NOTE: The Tenderer is required to complete each and every schedule and form listed above to the best of his ability as the evaluation of tenders and the eventual contract will be based on the information provided by the Tenderer.*



**A: CERTIFICATE OF ATTENDANCE AT SITE MEETING**

This is to certify that (*Tenderer*)

.....

of (*address*) .....

..... was represented by the person(s) named below at the compulsory site inspection meeting held for all tenderers at uMzinto Town Hall for Contract No.: 11/2023 on **12 August 2022** starting at **11h00**.

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

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

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

Capacity: .....

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

Capacity: .....

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

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

Capacity: ..... Date and Time: .....

***[Failure of a Tenderer to have this document signed by the Employer's representatives chairing the Site Clarification Meeting will render the Tenderer Non-responsive]***

**B: COMPULSORY ENTERPRISE QUESTIONNAIRE**

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

**Section 1. Name of enterprise:** \_\_\_\_\_

**Section 2. VAT registration number, if any:** \_\_\_\_\_

**Section 3. CIDB registration number, if any:** \_\_\_\_\_

**Section 4. Particulars of sole proprietors and partners in partnerships.**

Name*	Identity number*	Personal income tax number*

\* Complete only if sole proprietor or partnership and attach separate page if more than three partners.

**Section 5. Particulars of companies and close corporations**

Company registration number: \_\_\_\_\_

Close corporation number: \_\_\_\_\_

Tax reference number: \_\_\_\_\_

**Section 6. Record in the service of the state**

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- |  |  |
|--|--|
| <input type="checkbox"/> a member of any municipal council         | <input type="checkbox"/> an employee of any provincial             |
| <input type="checkbox"/> a member of any provincial legislature    | department, national or provincial public                          |
| <input type="checkbox"/> a member of the National Assembly or      | entity or constitutional institution within                        |
| the  | the meaning of the Public Finance                                  |
| National Council of Provinces                                      | Management Act, 1999 (Act 1 of 1999)                               |
| <input type="checkbox"/> a member of the board of directors of any | <input type="checkbox"/> a member of an accounting authority of    |
| municipal entity   | any national or provincial public entity                           |
| <input type="checkbox"/> an official of any municipality or        | <input type="checkbox"/> an employee of Parliament or a provincial |
| municipal entity   | legislature  |

If any of the above boxes are marked, disclose the following\*:

\* Insert separate page if necessary.

Name of sole proprietor, partner, directors, manager, principal shareholder or stake holder	Name of institution, public offices, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

## Section 7. Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- |   |   |
|---|---|
| <input type="checkbox"/> a member of any municipal council                                      | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature                                 | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity  |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Provinces | <input type="checkbox"/> an employee of Parliament or a provincial legislature  |
| <input type="checkbox"/> a member of the board of directors of any municipal entity             |   |
| <input type="checkbox"/> an official of any municipality or municipal entity                    |   |

If any of the above boxes are marked, disclose the following\*:

Name of spouse, child or parent	Name of institution, public offices, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

\* Insert separate page if necessary.

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

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

**[Failure of a Tenderer to have this form Completed and signed by an authorised Signatory will render the Tenderer Non-responsive]**

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

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

Enterprise name: \_\_\_\_\_

**C: RECORD OF ADDENDA TO TENDER DOCUMENTS**

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

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

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

**D: CERTIFICATE OF AUTHORITY**

(To be completed when the Tender is submitted by a Company, Corporation or Firm)

I, the undersigned, hereby declare that I am authorized to enter into this Contract on behalf of

.....

by virtue of resolution/letter dated ....., a certified copy of which is attached.

Signature : .....

Name (in capital letters) : .....

In his/her capacity as : .....

Date : .....

As Witnesses:

1. Signature: ..... Name: .....

2. Signature: ..... Name: .....

**(IV) CERTIFICATE FOR JOINT VENTURE**

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize Mr./Ms....., authorized signatory of the company, ..... acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract No .....and any contract resulting from it on our behalf.

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

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

***Note : The table above 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.***

**(V) CERTIFICATE FOR SOLE PROPRIETOR**

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

**Signature** of Sole owner: .....

As Witnesses:

1.....

2. ....

Date: .....

**[Failure of a Tenderer to have this form Completed and signed by an authorised Signatory will render the Tenderer Non-responsive]**

**E:     REGISTRATION CERTIFICATE / AGREEMENT / ID DOCUMENT**

***[Important note to Tenderer: Registration Certificates for Companies, Close Corporations and Partnerships, or Agreements and Powers of Attorney for Joint Ventures, or ID documents for Sole Proprietors, all as referred to in the foregoing forms and in T2.1, must be inserted here]***



**F: PLANT AND EQUIPMENT**

Each partner to a joint Venture is to provide the information required below with respect to his company's contribution to the plant and equipment resourcing of the Joint Venture.

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

**(a) Details of major equipment that is owned by me / us and immediately available for this contract.**

DESCRIPTION ( <i>type, size, capacity etc.</i> )	QUANTITY	YEAR OF MANUFACTURE

***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 accepted**

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

***Attach additional pages if more space is required***

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

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

**G: EXPERIENCE OF TENDERER**

Note: Each partner to a Joint Venture is to provide the information required below with respect to his company's contribution to the experience of the Joint Venture.

The following is a statement of work of similar nature recently successfully executed by myself / ourselves

[illegible]

**Attach additional pages if more space is required.**

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

**H: PRESENT COMMITMENTS**

The following are list of contracts or tenders that I or we are currently committed to complete.

<b>Employer and Contract Description</b>	<b>Contract Amount</b>	<b>Duration and Completion Date</b>	<b>Consulting Engineer</b>

Signature:..... Date: .....  
(of person authorised to sign on behalf of the Tenderer)

**I: PROPOSED SUBCONTRACTORS**

I/We hereby notify you that it is my/our intention to employ the following subcontractors for work in this contract.

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

<b>NAMES AND ADDRESSES OF PROPOSED SUBCONTRACTORS</b>	<b>NATURE AND EXTENT OF WORK TO BE SUBCONTRACTED</b>	<b>PREVIOUS EXPERIENCE WITH SUBCONTRACTOR</b>

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

**J: KEY PERSONNEL**

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

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

CATEGORY OF EMPLOYEE	NUMBER OF PERSONS					
	KEY PERSONNEL, PART OF THE CONTRACTOR'S ORGANISATION		KEY PERSONNEL TO BE IMPORTED IF NOT AVAILABLE LOCALLY		UNSKILLED PERSONNEL TO BE RECRUITED FROM LOCAL COMMUNITY	
	HDI	NON-HDI	HDI	NON-HDI	HDI	NON-HDI
Site Agent, Project Managers						
Foremen, Quality Control and Safety Personnel						
Technicians, Surveyors, etc.						
Artisans and other Skilled workers						
Plant Operators						
Unskilled Workers						
Others:..... ..... ..... ..... .....						

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

**K: CURRICULUM VITAE OF KEY PERSONNEL**

<b>SITE AGENT</b>	
Name:	Date of birth:
Profession:	Citizenship:
Qualifications:	
Professional registration number:	
Name of employer (firm):	
Current position:	Years with firm:
Employment Record:	
Experience record relevant to required services:	

**Certification:**

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

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

The tenderer must countersign indicating agreement with the contents of this form.

Date: ..... Signature of Tenderer:.....

[illegible]**Certification:**

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

Date: .....

Signature: .....

The tenderer must countersign indicating agreement with the contents of this form.

Date: .....

Signature of Tenderer: .....

**L: PRELIMINARY PROGRAMME**

The Tenderer shall detail below or attach a preliminary programme reflecting the proposed sequence and tempo of execution of the various activities comprising the work for this Contract. The programme shall be in accordance with the information supplied in the Contract, requirements of the Project Specifications and with all other aspects of his Tender.

## PROGRAMME

[illegible]

***[Note: The programme must be based on the completion time as specified in the Contract Data. No other completion time that may be indicated on this programme will be regarded as an alternative offer, unless it is listed in Table (b) of Form L hereafter and supported by a detailed statement to that effect, all as specified in the Tender Data]***

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



**M: AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES**

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

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

**(a) AMENDMENTS**

PAGE, CLAUSE OR ITEM NO	PROPOSED AMENDMENT

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

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

**(b) ALTERNATIVES**

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

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

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

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

**(c) DISCOUNTS**

ITEM ON WHICH DISCOUNT IS OFFERED	DESCRIPTION OF DISCOUNT OFFERED

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

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

**N: CONTRACTOR'S HEALTH AND SAFETY DECLARATION**

In terms of Clause 4(4) of the OHSA 1993 Construction Regulations 2003 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 95 of 1993 and the OHSA 1993 Construction Regulations 2003.

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

**Declaration by Tenderer**

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 95 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 191 of 1993), and the OHSA 1993 Construction Regulations 2003.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I propose to achieve compliance with the Regulations **BY ONE** of the following: **(TICK NO ON THE NON APPLICABLE OPTIONS AND YES ON THE APPLICABLE ONE)**

COMPLIANCE WITH REGULATIONS		YES	NO
(a)	From my own competent resources as detailed in 4(a) hereafter		
(b)	From my own resources still to be appointed or trained until competency is achieved, as detailed in 4(b) hereafter		
(c)	From outside sources by appointment of competent specialist subcontractors as detailed in 4(c) hereafter		

**NOTE: (Only one sub item can be applicable. Failure to complete the table in full will render the Tender Non Responsive)**

4. Details of resources I propose:

*(Note: Competent resources shall include safety personnel such as a construction supervisor and construction safety officer as defined in Regulation 6, and competent persons as defined in Regulations 7, 9, 10, 11, 12, 14, 15, 19, 21(1), 22, 26 and 27, as applicable to this contract)*

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

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

- (b) Details of training of persons from my company's own resources (or to be hired) who still have to be trained to achieve the necessary competency:
- (i) By whom will training be provided? .....
  - (ii) When will training be undertaken? .....
  - (iii) List the positions to be filled by persons to be trained or hired: .....  
.....  
.....  
.....
- (c) Details of competent resources to be appointed as subcontractors if competent persons cannot be supplied from own company:
- Name of proposed subcontractor: .....
- Qualifications or details of competency of the subcontractor: .....  
.....  
.....  
.....
5. I hereby undertake, if my Tender is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 5(1) of the Construction Regulations, which plan shall be subject to approval by the Employer.
6. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHSA 1993 Construction Regulations 2003 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.
7. I hereby confirm that adequate provision has been made in my Tendered rates and prices in the schedule of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2003, and that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations (Regulation 30) for failure on the Contractor's part to comply with the provisions of the Act and the Regulations.
10. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2003, and accept that my Tender will be prejudiced and may be rejected at the discretion of the Employer.

**[Failure of a Tenderer to have this form Completed and signed by an authorized Signatory will render the Tenderer Non-responsive]**

SIGNATURE: ..... DATE .....

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

O: **PROOF/CERTIFICATE OF CIDB REGISTRATION**

***The Tenderer shall provide the CIDB registration details below:***

**Name of Enterprise:** \_\_\_\_\_

**CIDB Registration Number:** \_\_\_\_\_

**[Failure of a Tenderer to have this Form Completed and signed by an authorised Signatory or Attach Proof of Registration obtained from CIDB with full details will render the Tenderer Non-responsive]**

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

**P: VALID TAX COMPLIANCE CERTIFICATE WITH SARS PIN.**

The tenderer is to attach an original Tax Clearance Certificate or Proof of Registration to Central Suppliers Data Base (CSD) with CSD Report issued by the South African Revenue Service (SARS) to this page.

Each party to a Joint Venture must submit a separate original Tax Clearance Certificate or Proof of Registration to Central Suppliers Data Base (CSD) with CSD Report issued by SARS.

**[Failure of a Tenderer to Attach required documents stated above will render the Tenderer Non-responsive]**

**Q: CENTRAL SUPPLIERS DATA BASE (CSD) REPORT**

### **R: TENDERER'S FINANCIAL STANDING**

In terms of the Conditions of Tender the Employer may make inquiries to obtain a bank rating from the Tenderer's bank.

To that end the Tenderer must provide with his tender a bank rating, certified by his banker, to the effect that he will be able to successfully complete the contract at the tendered amount within the specified time for completion.

However, should the Tenderer be unable to provide a bank rating with his tender, he shall state the reasons as to why he is unable to do so, and in addition provide the following details of his banker and bank account that he intends to use for project:

Name of account holder: .....

Name of Bank: ..... Branch: .....

Account number: ..... Type of account: .....

Telephone number: ..... Facsimile number: .....

Name of contact person (*at bank*): .....

***Failure to provide either the required bank details or a certified bank rating with his tender, will lead to the conclusion that the Tenderer does not have the necessary financial resources at his disposal to complete the contract successfully within the specified time for completion.***

The Employer undertakes to treat the information thus obtained as confidential, strictly for the use of evaluation of the tender submitted by the Tenderer.

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



**S: DECLARATION OF INTEREST**  
**(Please circle the applicable answer)**

1. Any legal person, including persons employed by the Employer, or persons having a kinship with persons employed by the Employer, 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 employed by the Employer, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where-

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

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

- 2.1 Are you or any person connected with the bidder, **YES/NO**  
Employed by the Employer?

If so, state particulars.

.....  
.....

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

If so, state particulars

.....  
.....

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

If so, state particulars

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

**DECLARATION**

I, the undersigned (Name).....

Certify that the information furnished in Paragraph 2.1 to 2.3.1 above is correct.

I accept that the Employer may act against me should this declaration prove to be false.

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

Capacity:..... Name of Bidder:.....

**T.     WORKMAN'S COMPENSATION REGISTRATION**

***[The Tenderer's Workman's Compensation Registration Certificate or proof of payment of contribution to be inserted here].***

**[Failure of a Tenderer to Attach required documents stated above will render the Tenderer Non-responsive]**

<b>PROCUREMENT ABOVE R 10 MILLION: AUDITED ANNUAL FINANCIAL STATEMENTS</b>
--

**(Only applicable to bids above R10m)**

**[If the value of the transaction is expected to exceed R10 million (VAT included) the tenderer is required to prepare annual financial statements for auditing, the audited annual financial statements for the past three years, or since the Tenderer's establishment (if established during the past three years) must be attached to this schedule]**

**IT IS A CONDITION OF BIDDING THAT –**

- 1. The Bidder shall attach Audited Annual Financial Statement accompanied the Auditor's Report in this schedule.**
- 2. Complete and sign this schedule**

**Failure to comply with the instruction above shall invalidate the bid.**

**MBD 4**

**DECLARATION OF INTEREST**

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

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

3.1 Full Name: .....

3.2 Identity Number: .....

3.3 Company Registration Number: .....

3.4 Tax Reference Number: .....

3.5 VAT Registration Number: .....

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

3.6.1 If so, furnish particulars.

.....  
.....

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

3.7.1 If so, furnish particulars.

.....  
\_\_\_\_\_

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

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

RD30

August 2022

.....

3.8 Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

**YES/NO**

3.8.1 If so, furnish particulars.

.....

.....

3.9 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**

3.9.1 If so, furnish particulars

.....

.....

3.10 Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?

**YES / NO**

3.10.1 If so, furnish particulars.

.....

.....

3.11 Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of the state?

**YES / NO**

3.11.1 If so, furnish particulars.

.....

.....

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?

**YES / NO**

3.12.1 If yes, furnish particulars.

.....

.....

3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state?

**YES / NO**

3.13.1 If yes, furnish particulars.

.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.

**YES / NO**

3.14.1 If yes, furnish particulars:

.....  
.....

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

Full Name	Identity Number	State Employee Number

#### **CERTIFICATION**

**I, THE UNDERSIGNED (NAME)**

.....  
**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.**

**I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**MBD 5**

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

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

1 Are you by law required to prepare annual financial statements for auditing?

**\*YES / NO**

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

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

**\*YES / NO**

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

2.2 If yes, provide particulars.

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

\* Delete if not applicable

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

3.1 If yes, furnish particulars

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



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

**\*YES / NO**

4.1 If yes, furnish particulars

.....

.....

.....

**CERTIFICATION**

**I, THE UNDERSIGNED (NAME)**

.....

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS  
CORRECT.**

**I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION  
PROVE TO BE FALSE.**

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

<b>BIDDER'S CERTIFICATE FOR UNDISPUTED COMMITMENTS</b>
--

**(Only applicable for bids above R10m)**

**The tenderer shall attach hereto the contractors certificate of undisputed commitments. Signed by the tenderer certifying that the tenderer has no undisputed commitments 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 this 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.**

**IT IS A CONDITION OF BIDDING THAT –**

- 1. The Bidder shall attach relevant certificate in this schedule.**
  - 2. Adequately complete and sign this schedule**
- Any Failure to comply with the instruction above shall invalidate the bid.**

.... ..

**U: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

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

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of R30 000.00 up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

1.3.1 The maximum points for this bid are allocated as follows:

	<b>POINTS</b>
<b>1.3.1.1 PRICE</b>	<b>80</b>
<b>1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	<b>20</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5. The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

**2. DEFINITIONS**

2.1 “**all applicable taxes**” includes value-added tax, pay as you earn, income tax, unemployment

- insurance  
 fund contributions and skills development levies;
- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** 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;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less .
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“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;
- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

- 2.18 “**trustee**” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### 3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

### 4. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

$P_{\min}$  = Comparative price of lowest acceptable bid

### 5. Points awarded for B-BBEE Status Level of Contribution

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

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

5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

## 6. BID DECLARATION

- 6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

## 7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

- 7.1 B-BBEE Status Level of Contribution: ..... = .....(maximum of 10 or 20 points)

**(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor)**

**Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).**

## 8 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted?

.....%

(ii) the name of the sub-contractor?

.....  
(iii) the B-BBEE status level of the sub-contractor?

.....

(iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

## 9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of 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 MUNICIPAL INFORMATION

Municipality where business is situated

.....

Registered Account Number .....

Stand Number .....

9.8 TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS?

.....

9.9 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 bidding 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 bidder 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 BIDDER(S)

2. ....

DATE:.....

ADDRESS:.....

.....

.....

.....

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

**MBD 6.2**

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

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

**1. General Conditions**

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

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

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 South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

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

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

**2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
--	-------------------------------------

Structural steel	100%
PVC pipes	100%

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

**(Tick applicable box)**

YES		NO	
-----	--	----	--

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

### **LOCAL CONTENT DECLARATION**

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

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

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

**ISSUED BY:** (Procurement Authority / Name of Institution): .....

NB

- 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.
- Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdti.gov.za/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:

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

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

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

**The local content percentages for each product has been calculated using the formula given in**

**clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.**

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

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

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

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

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

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

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

**IT IS A CONDITION OF BIDDING THAT –**

- 1. The Bidder shall complete and sign the schedule.**
- 2. Failure to comply with the instruction above shall invalidate the bid.**

## Annex C

### Local Content Declaration - Summary Schedule

(C1)  
(C2)  
(C3)  
(C4)  
(C5)  
(C6)  
(C7)

Tender No.  
 Tender description:  
 Designated product(s)  
 Tender Authority:  
 Tendering Entity name:  
 Tender Exchange Rate:  
 Specified local content %

Pula

EU

GBP

Note: VAT to be excluded from all calculations

#### Calculation of local content

Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value-net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)

Signature of tenderer from Annex B

Date:

\_\_\_\_\_

#### Tender summary

Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)
(C20) Total tender value	R		
	(C21) Total Exempt imported content	R	
	(C22) Total Tender value net of exempt imported content	R	
		(C23) Total Imported content	R
		(C24) Total local content	R
		(C25) Average local content % of tender	

## Annex D

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

(D1)	Tender No.			
(D2)	Tender description:			
(D3)	Designated Products:			
(D4)	Tender Authority:			
(D5)	Tendering Entity name:			
(D6)	Tender Exchange Rate:	Pula		

EU  GBP

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

#### A. Exempted imported content

#### Calculation of imported content

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
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)

#### Summary

Tender Qty	Exempted imported value
(D17)	(D18)
(D19) Total exempt imported value	R

This total must correspond with Annex C - C 21

#### B. Imported directly by the Tenderer

#### Calculation of imported content

#### Summary

UMDONI LOCAL MUNICIPALITY  
 CONTRACT No.: 11/2023 MN: 67/2022  
 THE RE-GRAVELING OF MYEZA GRAVEL ROAD IN WARD 14

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	R 0

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	R 0

UMDONI LOCAL MUNICIPALITY  
 CONTRACT No.: 11/2023 MN: 67/2022  
 THE RE-GRAVELING OF MYEZA GRAVEL ROAD IN WARD 14

D. Other foreign currency payments			Calculation of 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					
(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above					R 0
This total must correspond with Annex C - C 23					

Signature of tenderer from Annex B

\_\_\_\_\_

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



## 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) **Manpower costs** (Tenderer's manpower cost) R

(E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.) R

(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.) R

(E13) Total local content R

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

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

## CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of Bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)	.....	WITNESSES 1 ..... 2 ..... DATE: .....
CAPACITY	.....	
SIGNATURE	.....	
NAME OF FIRM	.....	
DATE	.....	

**MBD 7.2**

**CONTRACT FORM - RENDERING OF SERVICES**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

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

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

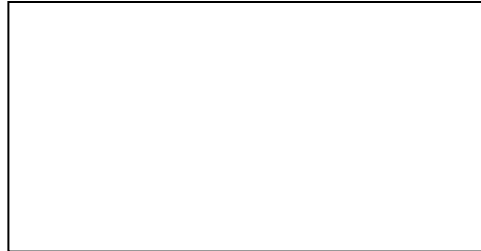
4. I confirm that I am duly authorised to sign this contract.

SIGNED AT ..... ON .....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP



WITNESSES

1 .....

2 .....

DATE: .....

**V:JOINT VENTURE AGREEMENT AND POWER OF ATTORNEY IN CASE OF JOINT  
VENTURES**

***[Joint Venture Agreement and Power of Attorney in case of Joint Ventures to be inserted here. Joint Venture Agreement to clearly state the lead Partner].***

## **W: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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. wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

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

#### CERTIFICATION

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

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

.....  
 Signature

.....  
 Date

.....  
 Position

.....  
 Name of Bidder

**[Failure of a Tenderer to have this form Completed and signed by an authorised Signatory  
 will render the Tenderer Non-responsive]**

**X: CERTIFICATE OF INDEPENDENT BID DETERMINATION**

This Municipal bidding Document (MBD) must form part of all bids<sup>1</sup> invited.

- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. Take all reasonable steps to prevent such abuse;
  - b. Reject the bid of any Bidder if that Bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. Cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

**<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.**

**<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.**



**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Municipality / Municipal Entity)

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

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

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the Bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the Bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the Bidder to determine the terms of, and to sign, the bid, on behalf of the Bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the Bidder, whether or not affiliated with the Bidder, who:
  - (a) Has been requested to submit a bid in response to this bid invitation;
  - (b) Could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

- (c) Provides the same goods and services as the Bidder and/or is in the same line of business as the Bidder
6. The Bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) Prices;
  - (b) Geographical area where product or service will be rendered (market allocation)
  - (c) Methods, factors or formulas used to calculate prices;
  - (d) The intention or decision to submit or not to submit, a bid;
  - (e) The submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) Bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not

exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

**[Failure of a Tenderer to have this form Completed and signed by an authorized Signatory will render the Tenderer Non-responsive]**

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**: CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES**

**DECLARATION IN TERMS OF CLAUSE 112(1) OF THE MUNICIPAL FINANCE MANAGEMENT ACT (NO.56**

**OF 2003) -** (To be signed in the presence of a Commissioner of Oaths)

***\*FAILURE TO SUBMIT ANY PROOF AS REQUIRED, WILL INVALIDATE THE TENDER***

I, \_\_\_\_\_, \_\_\_\_\_ (full name and ID no.), hereby acknowledge that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to uMdoni local Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.

I declare that I am duly authorised to act on behalf of \_\_\_\_\_ (name of the firm) and hereby declare, that to the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.

I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is true and correct.

The Tenderer acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified.

Director / Shareholder /  
partner.....

Physical /residential address of the Director /shareholder /  
partner.....

Municipal Account  
number(s).....

Director / Shareholder /  
partner.....

Physical /residential address of the Director /shareholder /  
partner.....

Municipal Account  
number(s).....

Physical address of the  
Business.....

Municipal Account number(s).....  
.....

.....

Signature \_\_\_\_\_ Position \_\_\_\_\_ Date \_\_\_\_\_

**NB: Tenderers who reside/whose businesses are situated in the rural area and are not liable for any Municipal Payment for Services MUST submit an Affidavit (SAPS) in confirmation of their declaration.**

**NB: Tenderers who are tenants and are not liable for any Municipal Payment for Services MUST submit a valid Lease Agreement**

**NB: Tenderers who reside/operating their businesses in a property situated in an urban/ township area that they do not own or rent MUST submit the Municipal Account for the owner and an Affidavit from the owner confirming same.**

**COMMISSIONER OF OATHS**

Signed and sworn to before me at....., on this .....day of  
.....2017

by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.

**COMMISSIONER OF OATHS:-**

**COMMISSIONER OF OATHS STAMP**

**Name & Surname**.....

**Signature**.....

**Position:**.....

**Address:**.....

**ATTACH COPY OF THE LATEST MUNICIPAL ACCOUNT OR AFFIDAVIT OR LEASE AGREEMENT**

***[Failure of a Tenderer to submit this will invalidate the tender]***

### UMDONI MUNICIPALITY: DECLARATION OF INTEREST

Name of Official	Position	ID No	Share and securities in any company	Membership of any Close Corporation	Directorship	Partnership	Other Financial Interest in any Business undertaking	Name of Spouse	ID NO

## **CONTRACT**

- C1: AGREEMENTS AND CONTRACT DATA
- C2: PRICING DATA
- C3: SCOPE OF WORK
- C4: SITE INFORMATION
- C5: ANNEXURES



## CONTENT

### CONTENT

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

<b>C1.1: FORM OF OFFER AND ACCEPTANCE.....</b>	<b>C3</b>
<b>A. OFFER</b>	<b>C3</b>
<b>B. ACCEPTANCE</b>	<b>C4</b>
<b>C. SCHEDULE OF DEVIATION</b>	<b>C5</b>
<b>D. CONFIRMATION OF RECEIPT</b>	<b>C7</b>
 <b>C1.2: CONTRACT DATA .....</b>	<b>C8</b>
<b>C1.2.1: CONDITIONS OF CONTRACT .....</b>	<b>C9</b>
<b>C1.2.2: CONTRACT DATA PROVIDED BY THE EMPLOYER .....</b>	<b>C10</b>
<b>C1.2.3 DATA PROVIDED BY THE CONTRACTOR .....</b>	<b>C13</b>
<b>C1.3: PERFORMANCE GUARANTEE.....</b>	<b>C15</b>
<b>C1.4: DISCLOSURE STATEMENT .....</b>	<b>C18</b>
<b>C1.5: ADJUDICATION BOARD MEMBER AGREEMENT .....</b>	<b>C19</b>
<b>C1.6: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993 .....</b>	<b>C21</b>

#### **C2: PRICING DATA**

<b>C2.1: PRICING INSTRUCTIONS .....</b>	<b>PD1</b>
<b>C2.2: BILL OF QUANTITIES .....</b>	<b>PD5</b>

#### **C3: SCOPE OF WORK..... SW1**

#### **C 4: SITE INFORMATION**

<b>C4.2: LOCALITY PLAN .....</b>	<b>SI2</b>
<b>C4.3: CONTRACT NOTICE BOARD.....</b>	<b>SI3</b>
<b>C5.1: DRAWINGS.....</b>	<b>SI4</b>

## FORM OF TENDER OFFER

**BID/ TENDER NO: 11/2023 MN:67/2022**

**PROJECT DESCRIPTION: THE RE-GRAVELING OF MYEZA GRAVEL ROAD IN  
WARD 14**

**MUNICIPAL MANAGER  
uMDONI LOCAL MUNICIPALITY**

Having examined the documentation of the above mentioned services, I/we offer to provide a professional service for the said works in conformity with the aforesaid documentation, for the sum as set out hereunder:

R\_\_\_\_\_ (words)\_\_\_\_\_

---

Or such other sum as may be ascertained in accordance with the contract.

I/we are registered VAT vendors and the above price INCLUDES VAT.

I/we acknowledge that the VAT vending status as disclosed on this tender form shall remain constant for all purposes under this contract and no claim for adjustment will be entertained for any such claim.

In the event of there being any errors of extension or addition in the priced schedule of quantities (and/or specification), I/we agree to their being corrected, the rates being taken as correct.

I/we undertake to complete and deliver the whole of the works comprised in the contract within the time stated.

I/we are formally associated by written agreement with the following firms, corporations or companies:

\_\_\_\_\_  
(Enter Nil if no affiliations)

I/we are fully paid up members in good standing of the following organisation(s):

\_\_\_\_\_  
(Enter Nil if no affiliations)

My/Our VAT vendor registration number is:\_\_\_\_\_

I/We bank at the \_\_\_\_\_ branch of  
\_\_\_\_\_ where I/we have a \_\_\_\_\_

Account (no. \_\_\_\_\_)

Bankers contact name \_\_\_\_\_ & tel no. \_\_\_\_\_

I/we acknowledge that proof of the information entered in this offer required in terms of this document and/or provisional Letter of Acceptance, will be submitted and that the absence of such information or the failure to comply will render this offer unresponsive (invalid).

It is agreed and understood that this tender is valid for 3 months from the date hereof and that it, together with your final letter of acceptance, shall constitute a binding contract between us.

I/We understand that uMdoni Municipality is not bound to accept the lowest or any tender and acknowledge that the uMdoni Municipality may, if in its absolute discretion good and sufficient grounds are brought to its attention in writing within 5 working days from date hereof, decline to consider my/our offer.

Yours faithfully

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

ON BEHALF OF: \_\_\_\_\_

POSTAL ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_  
(A street address where the  
Tenderer can be reliably contacted \_\_\_\_\_  
must be given for the purpose of  
domicilium citandi et executandi) \_\_\_\_\_

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

---

## B. ACCEPTANCE

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

The terms of the contract are contained in

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

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

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

The Tenderer shall 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 other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date on which this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement

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

**Signature:** .....

**Name:** (*in capitals*) .....

**Capacity:** .....

**Name of Employer** (*organisation*) .....

**Address:** .....

.....

**Witness:**

**Signature:** ..... **Name:** .....

**Date:** .....

### C. SCHEDULE OF DEVIATIONS

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

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

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

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

1. **Subject:** .....  
**Details:** .....  
.....
2. **Subject:** .....  
**Details:** .....  
.....
3. **Subject:** .....  
**Details:** .....  
.....
4. **Subject:** .....  
**Details:** .....  
.....
5. **Subject:** .....  
**Details:** .....  
.....
6. **Subject:** .....  
**Details:** .....  
.....

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

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

**FOR THE TENDERER:**

**Signature:**.....

**Name:** .....

**Capacity:** .....

**Tenderer:** *(Name and address of organisation)*.....

**Witness:**

**Signature:**.....

**Name:** .....

**Date:** .....

**FOR THE EMPLOYER**

**Signature:**.....

**Name:** .....

**Capacity:** .....

**Employer:** *(Name and address of organisation)*.....

**Witness:**

**Signature:**.....

**Name:** .....

**Date:** .....

---

**D: CONFIRMATION OF RECEIPT**

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

The .....(day)

of .....(month)

20.....(year)

at .....(place)

**For the Contractor:**

.....  
Signature

.....  
Name

.....  
Capacity

**Signature and Name of Witness:**

.....  
Signature

.....  
Name

---

## **C1.2: CONTRACT DATA**

### **C1.2.1: CONDITIONS OF CONTRACT**

<b>TABLE OF CONTENTS</b>	<b>PAGE NO.</b>
<b>C1.2.1.1 GENERAL CONDITIONS OF CONTRACT.....</b>	<b>C9</b>
<b>C1.2.1.2 PAYMENT OF LABOUR AND CLO.....</b>	<b>C9</b>



### **C1.2.1 CONDITIONS OF CONTRACT**

#### **C1.2.1.1 GENERAL CONDITIONS OF CONTRACT**

This Contract will be based on the "General Conditions of Contract for Construction Works – 2<sup>nd</sup> Edition 2015", issued by the South African Institution of Civil Engineering (abbreviated title: "General Conditions of Contract 2015").

Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (Tel 011- 805 5947, Fax: 011 – 805 5971).

The Contract Data referred to in the General Conditions of Contract follow, with the Data to be completed Employer furnished. The Tenderer is to provide his details in the spaces provided.

#### **C1.2.1.2 PAYMENT OF LABOUR AND CLO**

The Ward Councillor in whose wards work is to be done will, collectively identify a Community Liaison Officer (CLO) for the project and make the person known to the Contractor within two days of being requested to do so. The Contractor will be required to enter into a written contract with the CLO that specifies:

- The hours of work and the wage rate of the CLO (**Current minimum wage prescribed is R 6000.00 per Month**).
- The duration of the appointment will be equal to the Construction period.
- The duties to be undertaken by the CLO which could include:
  - i. Assisting in all respects relating to the recruitment of local labour.
  - ii. Acting as a source of information for the community and councilors on issues related to the contract.
  - iii. Keeping the Contractor advised on community issues and issues pertaining to local security.
  - iv. Assisting in setting up any meetings or negotiations with affected parties.
  - v. Keeping a written record of any labour or community issues that may arise.
  - vi. Any other duties that may be required by the Contractor.

Responsibility for the identification of a pool of suitable labour shall rest with the CLO, although the Contractor shall have the right to choose from that pool. The Contractor shall have the right to determine the total number labourers required at any one time and this may vary during the contract.

The Contractor shall have the right to replace labour that is not performing adequately. Should such occasion arise, it must be done in consultation with the CLO.

The Contractor shall have the right to determine the total number of labourers required at any time, and this will vary through the duration of the contract

Local labour shall be paid in accordance with the Civil Engineering Industry minimum wage rate (**Current minimum rate prescribe by the Umdoni Local Municipality is at least R 180.00** rand per day or may change as per employer's instruction), and all statutory conditions of employment shall be met.

It is the contractor responsibility to pay the Community Liaison Officer for the entire duration of the contract. In the event that the contractor's work is not complete within the allowed duration, the community Liaison Officer shall still be paid for by the contractor until labour force is no longer required. This includes the penalty stage. The item has not been allowed for in the bill of quantities therefore the contractor must allow in his rates for the Community Liaison Officer.

## C1.2.2 CONTRACT DATA PROVIDED BY EMPLOYER

The following contract specific data, referring to the general conditions of contract for construction works, Second edition, 2015, are applicable to this contract:

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
Clause 1.1.1.13:	The Defects Liability Period is 12 months.
Clause 1.1.1.14	Time for achieving Practical Completion is 6 months
Clause 1.1.1.15:	<b>Name of Employer:</b> Umdoni Local Municipality
Clause 1.2.1.2:	<b>Address of Employer:</b>  Main Street New Hanover 3440
Clause 1.1.1.26:	Re-measurement Contract
Clause 1.1.1.16:	<b>Name of Engineer:</b> Mzansi Africa Civils
Clause 1.2.1.2:	<b>Address of Engineer:</b>  <u>Physical:</u> Suite 3, Sunnyside Centre 48 Sunnyside Lane Pinetown 3600  <u>Postal:</u> PO Box 907 Pinetown 3600  E-Mail: <a href="mailto:nkanyiso@nzansiAfrica.co.za">nkanyiso@nzansiAfrica.co.za</a>  Telephone No: (031) 702 7007 Fax No: (031) 701 5359
Clause 3.1.3:	The Engineer is required to obtain the specific approval of the Employer for any expenditure in excess of the Contract Price.
Clause 5.3.1:	The documentation required before commencement with works execution are: Health and Safety Plan (Refer to Clause 4.3) Initial Programme (Refer to Clause 5.6) Security (Refer to Clause 6.2) Insurance (refer to Clause 8.6)
Clause 5.3.2:	The time to submit the documentation required before commencement with work execution is 14 days.
Clause 5.6.1:	The Contractor shall deliver his programme of work within 14 days of the Commencement Date
Clause 5.8.1	The non-working days are Sundays

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
Clause 5.8.1:	<p>Special non-working days are the construction industry year end break commencing on 22 December 2022 and ending on 09 January 2023 and the following statutory public holidays as declared by National Government:</p> <p>New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers' Day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day and the Day of Goodwill.</p>
Clause 5.13.1:	The penalty for failing to complete the Works by the due Completion date is R1,500.00 per calendar day
Clause 5.16.3:	The latent for defects period is 10 years.
Clause 6.2.1:	The security provided by the Contractor shall be: Performance guarantee of 10% of the Contract Sum.
Clause 6.2.2:	The time to deliver the Guarantee is within 14 days of the Commencement Date.
Clause 6.8.2:	<p>The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values:</p> <p>x = 0,15            a = 0,20            b = 0,20            c = 0,50            d = 0,10</p> <p>'L' shall be the "Weighted Average" index , P0141, Table A            'F' shall be the "Fuel (Diesel)" index given in P0142.1 Table 12 for KwaZulu Natal</p>
Clause 6.8.2:	<p>Price adjustments for variation in the costs of special materials are allowed</p> <p>The urban area nearest the site is <b><u>DURBAN</u></b>.</p> <p>The base month is the month prior to the month in which the closing date for the tender falls.</p>
Clause 6.10.1.5:	The percentage advance on materials not yet built into the Permanent Works is 80%.
Clause 6.10.3:	<p>The percentage retention on the amounts due to the contractor is 10%.            The limit of retention money is 5% of the Contract Sum.</p> <p>A Retention Money Guarantee is permitted.</p>
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 14% of required
Clause 8.6.1.3:	The limit of indemnity for liability insurance is <u>R 5 000 000,00 (Five Million rand only)</u>
Clause 8.6.1.2	Special Risks Insurance issued by SASRIA is required

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
Clause 10.5.1	Dispute Resolution shall be by Standing Adjudication
Clause 10.5.3	Number of Adjudication Board Members to be Appointed is One
Clause 10.7.1	Dispute Determination shall be by Arbitration

SIGNATURE OF TENDERER: .....

DATE: .....

### C1.2.3 DATA PROVIDED BY THE CONTRACTOR

	Clause	
Name of Contractor	1.1.1.9	.....
Address of Contractor (Physical and Postal)	1.2.1.2	..... ..... .....
Tel:		.....
Fax:		.....
Email:		..... .....
Security to be Provided by Contractor	6.2.1	Refer to Table Below

Type of Security	Contractor's Choice (Indicate "YES" or "NO")
<i>Is Value Added Tax included in the Contract Sum and value of Works for calculating percentages?</i>	
Cash deposit of .....% of the Contract Sum	
Performance Guarantee of .....% of the Contract Sum	
Retention of .....% of the value of Works	
Cash Deposit of .....% of the Contract Sum plus Retention of .....% of the value of Works	
Performance Guarantee of .....% of the Contract Sum plus Retention of .....% of the value of Works	

Price variation of special materials*	6.8.3	.....
---------------------------------------	-------	-------

Type of Special Material	Unit	Rate or Price*

UMDONI LOCAL MUNICIPALITY  
 CONTRACT No.: 11/2023 MN:67/2022  
 THE RE-GRAVELING OF MYEZA GRAVEL ROAD IN WARD 14  
 C1: CONTRACT DATA

Rate or price for base month of*	6.8.2	.....	

Signature: .....

Name of Signatory: .....

Date: .....

Name of Tenderer .....

### **C1.3: PERFORMANCE GUARANTEE**

For use with the General Conditions of Contractor for Construction Works, Second Edition, 2010.

#### **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: .....

.....  
"Expiry Date" means: .....

#### **CONTRACT DETAILS**

Engineer issues; Interim Payment Certificates, Final Payment Certificate 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 of 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 acknowledges that :
  - 3.1 Any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create 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 to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
- 5.1 The contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
- 5.2 A provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
- 5.3 The aforesaid written demand is accompanied by a copy of the notice of termination and/ or the provisional/ final sequestration and / or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by Guarantor in terms of 4 or shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. Payment of the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from his Performance Guarantee on account of any conduct alleged to the prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.



13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as liquid document for the purposes of obtaining a court order.
14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1994, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at .....

Date .....

Guarantor's signatory (1) .....

Capacity .....

Guarantor's signatory (2) .....

Capacity .....

Witness signatory (1) .....

Witness signatory (2) .....

---

**C1.4: DISCLOSURE STATEMENT**

(Date).....

Contract: (Name).....

Contractor: (Name).....

Employer: (Name).....

Engineer: (Name).....

Dear Sirs,

I am willing and available to serve as (ad-hoc/standing) Adjudication Board Member in the above mentioned Contract.

In accordance with the General Conditions of Contract for Construction Works Adjudication Board Rules relating to disclosure statements by selected or nominated persons to the adjudication, I hereby state that:

1. I shall act with complete impartiality and know of nothing at this time, which could affect my impartiality.
2. I had no previous involvement with this project.
3. I do not have any financial interest in this project.
4. I am not currently employed by the Contractor, Employer or Engineer.
5. I do not have any financial connections with the Contractor, Employer or Engineer.
6. I do not have or not have had a personal relationship with any authoritative member of the Contractor, Employer or the Engineer which could affect my impartiality.
7. I undertake to immediately disclose to the parties any changes in the above position which could affect my impartiality or be perceived to affect the same.

*Should there be any deviation from the foregoing statements, details shall be given hereunder.*

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

I further declare that I am experienced in the work which is carried out under the Contract and in interpreting contract documentation.

Name in full: .....

Signature: .....

---

**C1.5: ADJUDICATION BOARD MEMBER AGREEMENT**

This Agreement is entered into between:

Adjudication Board Member: *(Name, physical address, postal address, email address, fax number, telephone number and mobile number)*.....  
.....  
.....

Contractor: *(Name, physical address, postal address, email address, fax number, telephone number and mobile number)*.....  
.....  
.....

Employer: *(Name, physical address, postal address, email address, fax number, telephone, number and mobile number)*.....  
.....  
.....

The contractor and the Employer will hereinafter be collectively referred to as “the Parties”.

The Parties entered into a Contract for .....  
*(name of project)* which provides that a dispute under or in connection with the General Conditions of Contract for Construction Works, Second Edition, 2010, must be referred to *(ad-hoc adjudication/standing adjudication\*\*)*.

The undersigned natural person has been appointed to serve as Adjudication Board Member and together with the undersigned Parties agree as follows:

1. The Adjudication Board Member accepts to perform his duties in accordance with the terms of the Contract, the General Conditions of Contract for Construction Works Adjudication Board Rules and this Agreement.
2. The Adjudicator undertakes to remain independent and impartial of the Contractor, Employer and Engineer for the duration of the Adjudication Board proceedings.
3. The Adjudication Board Member agrees to serve for the duration of the Adjudication Board proceedings.
4. The Parties may at any time, without cause and with immediate effect, jointly terminate this Agreement.
5. Unless the Parties agree, the Adjudication Board Member shall not act as arbitrator or representative of either Party in any subsequent proceedings between the Parties under the Contract. No Party may call the Adjudication Board Member as a witness in any such subsequent proceedings.
6. The standing Adjudication Board's duties shall end upon the Adjudication Board Member(s) receiving notice from the Parties of their joint decision to disband the Adjudication Board.

7. The Adjudication Board Member shall be paid in respect of time spent upon or in connection with the adjudication including time spent travelling :
- a. A monthly retainer of R.....(*amount*) for .....(*number*) of months, and /or
  - b. A daily fee of R.....(*amount*) based on a .....(*number*) hour day, and /or
  - c. A hourly fee of R.....(*amount*), and /or
  - d. A non- recurrent appointment fee of R.....(*amount*) which shall be accounted for in the final sums payable.
8. The Adjudication Board Member's expenses incurred in adjudication work shall be reimbursed at cost.

Upon submission of an invoice for fees and expenses to the Parties, the (*Contractor/ Employer\*\**) shall pay the full amount within 28 days of receipt of the invoice and he shall be reimbursed by the other party by half the amount so that the fees and expenses are borne equally by the Parties. Late payment of such invoice shall attract the interest at prime plus 3% points compounded monthly at the prime rate changed by the Adjudication Board Member's bank.

This Agreement is entered into by:

Contractor's Signature : .....

Contractor's name : .....

Place : .....

Date : .....

Employer's signature : .....

Employer's name : .....

Place : .....

Date

Adjudication Board Member's signature : .....

Adjudication Board Member's name : .....

Place : .....

Date : .....

*\*\*Delete the inapplicable party*

**C1.6: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH  
AND SAFETY ACT No 85 OF 1993**

THIS AGREEMENT is made between **Umdoni Local Municipality** (hereinafter called the EMPLOYER) of the one part, herein represented by: .....  
.....  
in his capacity as: .....  
AND: .....  
(hereinafter called the CONTRACTOR) of the other part, herein represented by.....  
.....  
in his capacity as: .....  
duly 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

CONTRACT No: ..... (CONTRACT TITLE)  
..... for  
the construction, completion and maintenance of the works;

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

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

1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the Employer's CONSULTING ENGINEERS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.
4. The CONTRACTOR agrees that any duly 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 on behalf of the **CONTRACTOR**

on this the ..... day of ..... 20.....

SIGNATURE:.....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESSES: 1. ....

2. ....

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

on this the ..... day of ..... 20.....

SIGNATURE:.....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESSES: 1. ....

2. ....

## **C2: PRICING DATA**

### **C2.1 PRICING INSTRUCTIONS**

#### **1. GENERAL**

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

#### **2. DESCRIPTION OF ITEMS IN THE SCHEDULE**

The Schedule of Quantities has been drawn up generally in accordance with the relevant provisions of the COLTO Standard Specifications for Road and Bridge Works for State Road Authorities (1998 edition) published by the South African Institution of Civil Engineering (SAICE).

The short descriptions of the items in the Schedule of Quantities are for identification purposes only and the measurement and payment clause of the COLTO Standard Specifications (1998 edition) and the Particular Specifications, read together with the relevant clauses of the amendments and additions contained in the Project Specifications and directives on the drawings, set out what ancillary or associated work and activities are included in the rates for the operations specified.

The item numbers appearing in the Schedule of Quantities refer to the corresponding item numbers in the COLTO Standard Specifications (1998 edition). Item numbers prefixed by the letter B refer to items of payment described in Part B Amendments to the Standard Specifications.

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

Unit:	The unit of measurement for each item of work as defined in the specifications.
Quantity:	The number of units of work for each item.
Rate:	The payment per unit of measurement at which the Tenderer tenders to do the work.
Amount:	The product of the quantity and the rate tendered for an item.
Lump Sum:	An amount tendered for an item, the extent of which is described in the Schedule of Quantities, the specifications or elsewhere but the quantity of work of which is not measured in any units.

#### **3. QUANTITIES REFLECTED IN THE SCHEDULE**

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

The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Schedule of Quantities and in accordance with the General and Special

Conditions of Contract, the COLTO Standard Specifications subclause 1209(a), the Project Specifications and the Drawings. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste. The validity of the contract will in no way be affected by differences between the quantities in the Schedule of Quantities and the quantities finally certified for payment.

#### **4. PROVISIONAL SUMS**

Where Provisional sums or Prime Cost sums are provided for items in the Schedule of Quantities, payment for the work done under such items will be made in accordance with clause 6.6 of the General Conditions of Contract 2010. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

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

#### **5. PRICING OF THE SCHEDULE OF QUANTITIES**

The prices and rates to be inserted by the Tenderer in the Schedule of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under the several items, and shall include full compensation for all costs and expenses that may be required in and for the completion and maintenance during the defects liability period of all the work described and as shown on the drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based. The rates and lump sums shall be comprehensive in accordance with subclause 1209(b) of the COLTO Standard Specifications for Road and Bridge Works for State Road Authorities (1998 edition).

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

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

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

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

The Tenderer shall fill in rates for all items where the words "rate only" appear in the "Amount" column. The provisions of subclause 1209(f) of the COLTO Standard Specifications shall apply in rate only items. "Rate Only" items have been included where:

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

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



the Employer may regard as unbalanced.

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

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

**NB: Tenderers are not allowed to do the following;**

- Provide a subtotal for items under individual and specific description (grouping of items and providing a subtotal for all of them)
- Leave blank entries for items described in the schedule of quantities and only completing the amount entries (providing only the total amount for each item)
- Leave blank entries either in rate or amount for the entire schedule of quantities (complete the document in its entirety)

**Failure to comply with the aforementioned will render your tender Non Responsive.**

## 6. CORRECTION OF ENTRIES

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

## 7. INTERIM PAYMENTS

Unless otherwise specified, progress payments in Interim Certificates, referred to in Clause 6.10 of the General Conditions of Contract 2010, in respect of "sum" items in the Schedule of Quantities shall be by means of interim progress instalments assessed by the Engineer and based on the measure in which the work actually carried out relates to the extent of the work to be done by the Contractor.

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

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

## 8. UNITS OF MEASUREMENT

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

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

## **9. CONSISTENCY OF RATES**

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

A tender will be considered out of balance if:

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

13.01 The Contractor's general obligations

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

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

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

Any such unbalanced tender may be rejected if, after fourteen (14) days of having been given written notice by the Employer to adjust those rates or lump sums which are unreasonable or out of balance, the Tenderer fails to make the necessary satisfactory adjustments. These adjustments in rectification will be such that increases are balanced by decreases, leaving the tender offer unchanged.

**SECTION 1300**

Item	Description	Unit	Li	Qty	Rate	Amount R
<b>13</b>	<b>CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS</b>					
B13.01	The contractor's general obligations:  (a) Fixed obligations (b) Value-related obligations (c) Time-related obligations  Note: The combined total tendered for subitems B13.01(a), (b) and (c) shall not exceed 15% of the Tender Sum (excluding contingencies and VAT).	Sum Sum month		1 1 6		
B13.02	Health and Safety obligations:  (a) Fixed obligations for the preparation of risk assessments, safe work procedures, the project Health & Safety file, the Health & Safety plan and any other Health & Safety matters that the contractor deems necessary  (b) Fixed obligations for completing and checking the Project Health & Safety file and handing it over to the employer on completion of the Works  (c) Time related obligations for updating and amending the risk assessments, the safe work procedures, the project Health & Safety file and the Health & Safety plan, and for full compliance with all Health & Safety matters during the construction of the Works under the contract	Sum  Sum  month		1  1  6		
B13.03	Supply, transport to site and erection of the contract signboard	No		1		
	Relocation of existing services and fences where ordered by Engineer	Psum		1	R 80 000,00	R 80 000,00
	Relocating existing services, i.e water pipeline, Water metres, pipe markers only where ordered by Engineer	Psum		1	R 70 000,00	R 70 000,00
	Provisional Sum for Community Liaison Officer	Psum		1	R 36 000,00	R 36 000,00
	Provisional Sum for Environmental Control Officer (ECO) during construction period (visiting site once a month)	Psum		1	R 30 000,00	R 30 000,00
	Provisional sum for the provision for "Technical Support"	Psum		1	R 80 000,00	R 80 000,00
	Handling cost for Psum item above	%		296 000		
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>						

**SECTION 1400**

Item	Description	Unit	Li	Qty	Rate	Amount R
<b>14</b>	<b>HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL</b>					
B14.01	Office and laboratory accommodation:					
	(a) Offices (interior floor space only)	m <sup>2</sup>		18		
	(b) Laboratories (interior floor space only)	m <sup>2</sup>		18,0		
	(c) Open concrete working floors, 150 mm thick	m <sup>2</sup>		18,0		
	(d) Roofs over open concrete working floors	m <sup>2</sup>		28,0		
	(e) Ablution units	no		2		
	(f) Stores	m <sup>2</sup>		18		
14,02	Office and laboratory furniture:					
	(a) Chairs	No		8		
	(b) Conference tables	No		1		
B14.03	Office and laboratory fittings, installations and equipment:					
	(a) Items measured by number:					
	(i) 400/231 volt 3-phase power points	No		2,0		
	(ii) Wash-hand basins complete with taps and drains	No		1		
B14.04	Quality assurance testing and monitoring					
	Engineer's quality assurance testing and monitoring exclusive of Contractor's quality control testing and monitoring	Prov Sum		1	R 120 000,00	R 120 000,00
	New or extension of topographical Surveys	Prov Sums		1	R 85 000,00	R 85 000,00
	Geotechnical Investigations					
	Borrow pit Investigation for soil classification	Prov Sums		1	R 90 000,00	R 90 000,00
	Handling Costs for iTems under B14,04	%		295 000		
<b>TOTAL CARRIED FORWARD</b>						

**SECTION 1400**

Item	Description	Unit	Li	Qty	Rate	Amount R
BROUGHT FORWARD						
	(iii) Fire extinguishers, 9,0 kg, all purpose dry powder type, complete, mounted on wall with brackets	No		2		
	(iv) Steel filing cabinets with drawers	No		1		
	(vi) Plan racks capable of accommodating a minimum of fifteen aluminium plan hangers each	No		1		
	(xvi) Aluminium plan hangers	No		10		
	(c) Items measured by area:					
	(i) Site Notice boards as specified (1 no. of 2,0 m x 1,5 m softboard)	No		1		
14,04	Car ports:					
	(a) Car ports, as specified, at offices and laboratory buildings	No		1		
14,07	Rented, hotel and other accommodation:					
	(a) Provisional sum for providing rented housing, hotel or other accommodation	Prov Sum		1	R 50 000,00	R 50 000,00
	(b) Handling costs and profit in respect	%		50 000		
14,08	Services:					
	(a) Services at offices and laboratories:					
	(ii) Running costs	month		6		
B14.10	Provision of photostat facilities:					
	a) Dealing with water (Subclause 5.5)	month		6		
	b) Remove Engineer's and Contractor's	Sum		1		
TOTAL CARRIED FORWARD TO SUMMARY						

**SECTION 1500**

Item	Description	Unit	Li	Qty	Rate	Amount R
<b>15</b>	<b>ACCOMMODATION OF TRAFFIC</b>					
15,01	Accommodating traffic and maintaining temporary deviations	km		1,85		
15,02	Earthworks for temporary deviations:					
	(a) Shaping of temporary deviations	km		1,00		
	(b) Cut and borrow to fill	m <sup>3</sup>		1 300		
B15.03	Temporary traffic-control facilities:					
	(a) Flagmen	man-day		60		
	(b) Portable STOP and GO-RY signs	No		2		
	(f) Road signs, TW-series, (triangular, 1200 mm sides)	No		8		
	(g) Rectangular road signs, TGS-, TIN- and TW-series (excluding TW-series delineators and barricades)	m <sup>2</sup>		8		
	(h) Delineators (TW401 / TW402) (800 mm x 200 mm):					
	(ii) Double sided	No		50		
	(i) Movable barricade/road sign combination (TW411 (1800 mm x 300 mm) + TR103 / TR104 (900 mm diameter))	No		2		
	(m) Two-way communication devices	No		2		
B15.04	Relocation of traffic-control facilities	Sum		1		
15,06	Watering of temporary deviations	kl		100		
B15.14	The provision and maintenance of traffic safety equipment for use by the Employer's Agent:					
	(a) Rotating amber flashing lights magnetically attached to vehicles	No		2		
	(b) Construction' stickers with 100 mm high lettering magnetically attached to vehicles	No		2		
	(c) High visibility reflective safety vests	No		2		
TOTAL CARRIED FORWARD TO SUMMARY						

**SECTION 1700**

Item	Description	Unit	Li	Qty	Rate	Amount R
<b>17</b>	<b>CLEARING AND GRUBBING</b>					
B17.01	Clearing and grubbing	ha		1,5		
17,02	Removal and grubbing of large trees and tree stumps:					
	(a) Girth exceeding 1 m up to and including 2 m	No		60		
TOTAL CARRIED FORWARD TO SUMMARY						

**SECTION 2100**

Item	Description	Unit	Li	Qty	Rate	Amount R
<b>21</b>	<b>DRAINS</b>					
B21.01	Excavation for open drains:					
	(a) Excavating soft material situated within the following depth ranges below the surface level:					
	(i) 0 m up to 1,5 m	m <sup>3</sup>	LI	140		
	(b) Extra over subsubitem B21.01(a)(i) for excavation by hand	m <sup>3</sup>	LI	40		
	(c) Concrete 19/25 side v-drain with stone pitching (stones imported from borrow pit)	m <sup>3</sup>	LI	120		
TOTAL CARRIED FORWARD TO SUMMARY						



**SECTION 2200**

Item	Description	Unit	Li	Qty	Rate	Amount R
<b>22</b>	<b>PREFABRICATED CULVERTS</b>					
B22.01	Excavation:					
	(a) Excavating soft material situated within the following depth ranges below the surface level:					
	(i) 0 m up to 1,5 m	m³	LI	185		
	(ii) Exceeding 1,5 m and up to 3,0 m	m³		90		
22,02	Backfilling:					
	(a) Using the excavated material	m³	LI	110		
	(b) Using imported selected material	m³	LI	90		
22,03	Concrete pipe culverts:					
	(c) On class C bedding:					
	(i) Spigot and socket class 75D:					
	(a) 450 mm diameter (to be used on driveways)	m		44		
	(b) 600 mm diameter	m		130		
22,06	Extra over items 22.03, 22.04 and 22.05 for constructing inclined culverts:					
	(b) Concrete pipe culverts (600 mm diameter)	m		30		
B22.07	Cast in situ concrete and formwork:					
	(c) In inlet and outlet structures, skewed ends, catchpits, manholes, thrust and anchor blocks, excluding formwork but including class U2 surface finish:					
	(i) Class 20/19 concrete	m³	LI	28		
TOTAL CARRIED FORWARD						

**SECTION 2200**

Item	Description	Unit	Li	Qty	Rate	Amount R
BROUGHT FORWARD						
	(d) Formwork of concrete under subitem B22.07(c) above:					
	(i) Vertical, class F2 surface finish	m <sup>2</sup>		126		
	(f) Extra over subitem B22.07(c) for concrete batched on site	m <sup>3</sup>	LI	34		
22,1	Steel reinforcement:					
	(a) Welded steel fabric	kg	LI	280		
22,18	Brickwork using common Brick:					
	(a) 115 mm thick	m <sup>2</sup>	LI	210		
	(b) 230 mm thick	m <sup>2</sup>	LI	140		
22,19	Plaster	m <sup>2</sup>	LI	155		
22,2	Benching	m <sup>2</sup>	LI	90		
22,21	Accessories:					
	(a) Manhole covers including frames (1220 x 1220, as per SD 0703/A)	No		12		
TOTAL CARRIED FORWARD TO SUMMARY						

**SECTION 2300**

Item	Description	Unit	Li	Qty	Rate	Amount R
<b>23</b>	<b>CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS</b>					
23,05	Inlet, outlet, transition and similar structures (typical designs):					
	(b) In situ outlet structures for side drains, class 20/19 concrete, complete as shown on SD 0603/A (detail SD 0603/1)	m		80,0		
23,06	Inlet, outlet, transition and similar structures (measured by components)					
	(a) Concrete:					
	(i) Class 20/19 concrete	m³	LI	30,0		
	(b) Formwork:					
	(i) Class F1 surface finish	m²	LI	80,0		
	(ii) Class F2 surface finish	m²	LI	80,0		
23,07	Trimming of excavations for concrete-lined open drains					
	(a) In soft material	m²	LI	90,0		
	(b) In hard material	m²	LI	90,0		
<b>TOTAL CARRIED FORWARD</b>						

**SECTION 2300**

Item	Description	Unit	Li	Qty	Rate	Amount R
BROUGHT FORWARD						
B23.08	Concrete lining for open drains					
	(a) Cast in situ concrete lining (class 20/19 concrete)					
	(i) Side drain	m <sup>3</sup>	LI	45,0		
	(b) Class U2 surface finish to cast in situ concrete:					
	(i) Side drain	m <sup>2</sup>	LI	200,0		
B23.09	Formwork to cast in situ concrete lining for open drains (Class F2 surface finish):					
	(a) To sides with formwork on both internal and external faces (each face measured)	m <sup>2</sup>	LI	60,0		
	(c) To ends of slabs	m <sup>2</sup>	LI	25,0		
B23.10	Sealed joints in concrete linings of open drains (sealed with a closed cell expanded polyethylene joint filler over the full panel depth, as per SD 0601/C):					
	(a) 75 mm x 10 mm expansion joints	m	LI	80,0		
	(b) 100 mm x 10 mm expansion joints	m	LI	80,0		
B23.12	Steel reinforcement					
	(c) Welded steel fabric	kg	LI	180,0		
B23.13	Polyethylene sheeting (0,15 mm thick) for concrete-lined open drains	m <sup>2</sup>	LI	280,0		
TOTAL CARRIED FORWARD TO SUMMARY						

**SECTION 3100**

Item	Description	Unit	Li	Qty	Rate	Amount R
<b>31</b>	<b>BORROW MATERIALS</b>					
31,01	Excess overburden	m³		70		
B31.03	Finishing-off borrow areas in:					
	(a) Hard material	ha		0,20		
	(b) Soft or intermediate material	ha		0,10		
TOTAL CARRIED FORWARD TO SUMMARY						

**SECTION 3300**

Item	Description	Unit	Li	Qty	Rate	Amount R
<b>33</b>	<b>MASS EARTHWORKS</b>					
B33.01	Cut and borrow to fill, including free-haul up to 3,0 km:					
	(a) Material in compacted layer thicknesses of 200 mm and less:					
	(i) Compacted to 95% of modified AASHTO density	m <sup>3</sup>		2 800		
B33.04	Cut to spoil, including free-haul up to 1,0 km. Material obtained from:					
	(a) Soft or intermediate excavation	m <sup>3</sup>		300		
33,1	In Situ Roadbed preparation and the compaction of material:					
	(a) Rip layer of 100mm and Compact to 93% of modified AASHTO density	m <sup>3</sup>		1 400		
33,13	Finishing-off cut and fill slopes, medians and interchange areas:					
	(a) Cut slopes	m <sup>2</sup>		350		
	(b) Fill slopes	m <sup>2</sup>		380		
TOTAL CARRIED FORWARD TO SUMMARY						

**SECTION 3400**

Item	Description	Unit	Li	Qty	Rate	Amount R
<b>34</b>	<b>PAVEMENT LAYERS OF GRAVEL MATERIAL</b>					
B34.14	Pavement layers constructed from material taken from borrow pit, including haulage up to 15km:					
	(b) Subbase (unstabilised material) compacted to:					
	(i) 98% of modified AASHTO density (150 mm compacted layer thickness, G7 quality material to subbase layer) to fill on section where existing subbase layer has been eroded	m <sup>3</sup>		1 720		
	(c) Pavement layers constructed from commercial source, including haulage up to 25km:					
	(i) 98% of modified AASHTO density (150 mm total compacted layer thickness , G6 quality material wearing course)	m <sup>3</sup>		1 720		
	(ii) Class 30/19 concrete Slab	m <sup>3</sup>		270		
	(b) Formwork:					
	(ii) Class F2 surface finish	m <sup>2</sup>	LI	80,0		
TOTAL CARRIED FORWARD TO SUMMARY						

**SECTION 5200**

Item	Description	Unit	Li	Qty	Rate	Amount R
<b>5200</b>	<b>PROTECTION WORKS</b>					
	<b>GABIONS</b>					
	Foundation trench excavation and backfilling:					
	(b) In all other classes of materials	m <sup>3</sup>	LI	80		
	Surface preparation for bedding the gabions	m <sup>2</sup>	LI	200		
	Gabions					
	(a) Galvanised gabion boxes (1m x 1m x 2m)	m <sup>3</sup>	LI	50		
	Filter fabric	m <sup>2</sup>	LI	800		
	<b>GUARDRAILS</b>					
	Guardrails on timber posts					
	(a) Galvanized	m	LI	80		
TOTAL CARRIED FORWARD TO SUMMARY						



**SECTION 4200**

Item	Description	Unit	Li	Qty	Rate	Amount R
	<b>ROAD SIGNS</b>					
	Road sign boards with painted or coloured					
	a) Aluminium sheet (2,0 mm thick):					
	(i) Area not exceeding 2 m <sup>2</sup>	m <sup>2</sup>	LI	20		
	Extra over item 56.01 for using					
	(a) Background of retro-reflective material:					
	(i) Class I	m <sup>2</sup>		30		
	b) Lettering, symbols, numbers, arrows,					
	(i) Class II	m <sup>2</sup>		30		
	Road sign supports (overhead road sign structures excluded)					
	(b) Timber (100mm dia. Treated poles)	m	LI	100		
TOTAL CARRIED FORWARD TO SUMMARY						

**SECTION 5700**

Item	Description	Unit	Li	Qty	Rate	Amount R
<b>58</b>	<b>LANDSCAPING AND PLANTING</b>					
58,01	Trimming:					
	(a) Machine trimming	m <sup>2</sup>		300		
	(b) Hand trimming	m <sup>2</sup>	LI	300		
	(c) Topsoiling within the road reserve,					
	(i) Topsoil obtained from within the	m <sup>3</sup>	LI	150		
	(d) Topsoiling of borrow pits by using	m <sup>3</sup>		120		
TOTAL CARRIED FORWARD TO SUMMARY						

**SECTION 5900**

Item	Description	Unit	Li	Qty	Rate	Amount R
<b>59</b>	<b>FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS</b>					
59,01	Finishing the road and road reserve:  (b) Single carriageway road	km		2		
TOTAL CARRIED FORWARD TO SUMMARY						

**SCHEDULE A: ROADWORKS**

**SUMMARY OF SECTIONS**

Section	Description	Amount R
1300	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS	
1400	HOUSING, OFFICES AND LABORATORY FOR THE ENGINEER'S SITE PERSONNEL	
1500	ACCOMODATION OF TRAFFIC	
1700	CLEARING AND GRUBBING	
2100	DRAINS	
2200	PREFABRICATED CULVERTS	
2300	CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS	
3100	BORROW MATERIALS	
3300	MASS EARTHWORKS	
3400	PAVEMENT LAYERS OF GRAVEL MATERIAL	
5200	PROTECTION WORKS	
5700	ROAD SIGNS	
5800	LANDSCAPING AND PLANTING PLANTS	
5900	FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS	
<b>SUB-TOTAL</b>		
ADD : CONTINGENCIES (10%)		
<b>SUB-TOTAL</b>		
ADD : VAT (15%)		
<b>TOTAL</b>		

## **C3: SCOPE OF WORK**

### **CONTENTS**

<b>C3.1</b>	<b>STANDARD SPECIFICATIONS .....</b>	<b>SW 2</b>
<b>C3.2</b>	<b>PROJECT SPECIFICATIONS .....</b>	<b>SW 2</b>
	<b>A: GENERAL .....</b>	<b>SW3</b>
1.1	PROJECT DESCRIPTION	SW 3
1.2	DESCRIPTION OF SITE	SW 3
1.3.1	DETAILED DESCRIPTION OF THE WORKS	SW 5
1.3.2	ACCESS TO THE SITE	SW 5
1.3.4	MATERIAL INVESTIGATIONS	SW 6
1.3.5	MATERIAL SOURCES, SPOIL AND STOCKPILE AREAS	SW 6
1.3.6	ENGINEER'S CAMPSITE	SW 6
1.3.7	CLIMATE	SW 6
1.3.8	ENVIRONMENT	SW 6
1.3.10	LABOUR-INTENSIVE CONSTRUCTION METHODS	SW 7
1.4	TEMPORARY WORKS	SW 7
1.5	MAINTENANCE OF THE WORKS DURING CONSTRUCTION PERIOD	SW 8
1.6	TESTING OF MATERIALS	SW 8
1.9	CONTRACTOR'S CAMPSITE	SW 8
1.10	ADDITIONAL REQUIREMENTS FOR CONSTRUCTION ACTIVITIES	SW 9
1.11	CONSTRUCTION PROGRAMME	SW 9
	<b>B: AMENDMENTS TO THE STANDARD SPECIFICATIONS</b>	<b>SW 11</b>
	SECTION 1100 DEFINITIONS AND TERMS .....	SW 12
	SECTION 1200 GENERAL REQUIREMENTS AND PROVISIONS .....	SW 14
	SECTION 1300 CONTRACTOR'S ESTABLISHMENT & GENERAL OBLIGATIONS .....	SW 18
	SECTION 1400 OFFICES AND LABORATORIES .....	SW 20
	SECTION 1500 ACCOMMODATION OF TRAFFIC .....	SW 21
	SECTION 1600 OVERHAUL .....	SW 24
	SECTION 1700 CLEARING AND GRUBBING .....	SW 25
	SECTION 2100 DRAINS .....	SW 26
	SECTION 2200 PREFABRICATED CULVERTS .....	SW 27
	SECTION 2300 CONCRETE CURBING , CONCRETE CHANNELING .....	SW 28
	SECTION 3100 BORROW MATERIALS .....	SW 29
	SECTION 3300 MASS EARTHWORKS .....	SW 30
	SECTION 3400 PAVEMENT LAYERS OF GRAVEL MATERIAL .....	SW 32
	SECTION 5100 PITCHING, STONEMASONRY & PROTECTION AGAINST EROSION .....	SW 33
	SECTION 5200 GABIONS .....	SW 34
	SECTION 5400 GUARDRAILS .....	SW 35
	SECTION 6200 FALSEWORK, FORMWORK AND CONCRETE FINISH .....	SW 36
	SECTION 6300 STEEL REINFORCEMENT FOR STRUCTURES .....	SW 37
	SECTION 6400 CONCRETE STRUCTURES .....	SW 38
	SECTION 8100 TESTING MATERIALS AND WORKMANSHIP .....	SW 39
	SECTION 8200 TESTING MATERIALS AND WORKMANSHIP .....	SW 40
<b>C3.3</b>	<b>PARTICULAR SPECIFICATIONS .....</b>	<b>SW 41</b>

### **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**.

### **3.2 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.

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

### **PART A: GENERAL**

#### **1.1 Employer's Objective**

Umdoni Local Municipality intends to re-gravel the gravel access road within the uMdoni jurisdiction.

Under this Contract, Umdoni Local Municipality is inviting tenders for the re-graveling of 1.28km Gravel road in Dududu including pipe crossings, catchpits and head walls, open grass drains, road signs and road marking.

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

#### **1.2 Location of Works**

Myeza is a gravel road situated in Umdoni local municipality, approximately 5km(s) from Scottburgh towards Dududu. The length of the proposed road is 1.28km(s) and the design will be following the existing road alignment. The proposed road is an existing Municipal gravel road which is 5m wide. The general location of the works is shown on the locality plan in section C4.1 of this document.

#### **1.3 Overview of Works**

- Cut and dispose 100mm existing final layer.
- Rip and compact the existing pavement layer to form a new selected subgrade. There will be a need to extend the road width in this section to accommodate the storm water infrastructure. But be wary of homestead boundaries and existing services
- Construct Pavement Layers as per correctional drawing
- Construct a new base layer from imported material
- Construction of a new G6 wearing course
- Construction of new storm water infrastructure to improve drainage and preserve the base from future water damage. These shall include open storm water pipe crossings, concrete v-drains, catch-pits, manholes and headwalls.
- Rehabilitation of existing cross drainage.
- Installation of road signage including warning signs and regulatory signs

#### **1.4 Extent of Works**

The Contractor shall carry out all work required for the construction of Road Standard, including:

- (a) Establishment on site and clearing and grubbing.
- (b) Provision of traffic accommodation facilities and protection of existing services.
- (c) Survey requirements.
- (d) Construction of inlets and outlets for pipe crossings.
- (e) Opening and closing of borrow pit if required for backfilling.
- (f) Continuous quality control over materials and works, and compliance with the Particular Specifications with regard to environmental management and occupational health and safety, during all the above construction activities.
- (g) Finishing off, removal of site establishment.

The above is not a fully representative of all work that may be required.

The Labour-intensive works shall comply with EPWP guidelines. All hand labour Works shall be constructed using local workers employed in terms of this Scope of Work.

### **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.

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**

Myeza is a gravel road situated in Umdoni Local municipality, approximately 5km(s) from Scottburgh towards Dududu. The location is as shown in Annexure: An appended to this document. After approximately 3.5km on main road towards Dududu there will be a Right turn onto a gravel road with the following coordinates:

Start: 30°15'41.27"S and 30°44'2.63"E

End: 30°15'26.19"S and 30°44'41.69"E

#### **1.5.2 Quantities**

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

<b>ROAD RELATED QUANTITIES</b>	
<b>Description</b>	<b>Approximate Quantity</b>
Overhaul	9 500 m <sup>3</sup>
Excavation for Open Drains	250 m <sup>3</sup>
Concrete Prefabricated Culverts (600mm Dia)	250 m <sup>3</sup>
Mass Earthworks	2100 m <sup>3</sup>
Excavation in Hard Material	950 m <sup>3</sup>
Concrete for Open Drains	160 m <sup>3</sup>
Pavement material	1530 m <sup>3</sup>



### **1.5.3 Material investigations**

Results of the foundation investigations are detailed in the Geotechnical Report that will be issued separately to this document.

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

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

The material required to construct the gravel layer works 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**

Expected number of working days lost per month due to normal rainfall is as per **Table B1215** below.

#### **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**

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 order, in the opinion of the Engineer, 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 Contractors 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:

- Construction of concrete V drains.
- Construction of brick headwalls and catch pits.
- Bedding, selected fill, backfilling and compaction of all pipe trenches irrespective of depth, but assisted by mechanical compaction equipment in order to achieve the specified densities;
- Transportation and spoiling of all trench materials, where the disposal site is located within 20 metres of source;
- Cleaning and tidying up of the Site;
- Dismantling and re-erection of fences;
- Mixing and placing of concrete work;

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.

### **1.5 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.

Low level crossing construction is taking place along natural drainage courses and the design of all the temporary support works shall therefore take into account the partially and fully saturated and submerged soil conditions prevailing, as well as the effects of the stream flow forces, scour, stream level fluctuations, and the channel obstruction caused by such temporary works. Continuous dewatering of the excavations shall also be required.

### **1.6 Maintenance of the works during the construction period**

The Contractor shall take note of the various requirements of the General Conditions of Contract 2010 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.

### **1.7 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.

The Contractor shall carry out the required process control testing as specified in terms of the COLTO standard specifications.

### **1.8 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.

### **1.9 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.

#### **1.10 Contractor's campsite**

Possible locations for a campsite shall be provided to the Contractor by the CLO liaising with the Councillor.

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 authority, 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).

#### **1.11 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 payment owing to inconvenience as a result of the Contractor's method of working shall be considered.

#### **1.12 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) Working days lost due to abnormal rainfall shall be treated as set out in clause B1215.
- (2) Allowance shall be made for special non-working days (refer to the contract data in section C1.2.2).
- (3) 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.
- (4) Construction activities must comply with all the specified health and safety obligations including the requirements of Part E: OHSA 1993 Health and Safety Specification contained in section C3.3 Particular Specifications.
- (5) 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 and pedestrian bridge.
- (6) Strict control of access to and from local public roads shall be required when construction vehicles, plant or equipment leave or enter the site.

### **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

In all cases where "Directorate Land Transport" appears in the text or in drawings contained in this document it shall be read as "Province of KwaZulu-Natal".

### B1115 GENERAL CONDITIONS OF CONTRACT

Replace clause 1115 with the following:

"The General Conditions of Contract for Construction Works 2nd edition 2010 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 2nd edition 2010 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 2nd edition 2010 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 2nd edition 2010	
Clause No	Page No	Clause No	Description or Reference	Clause No	Description or Reference
1202	1200-2	15	Programme	12	Programme of the Works
1209(e)	1200-5	52:		29 & 49:	
		52(1)(e)	Monthly payments (documentary evidence of ownership of materials)	29	Vesting of materials
		52(2)	Valuation of material brought onto Site	49.2	Valuation of material brought onto Site
1210	1200-5	54:		51:	
		54(1) 54(2) 54(3)	Certificate of practical completion	51.1 51.2 51.3	Certificate of Practical Completion
1212(l)	1200-7	49:		46:	
		49(2)	Contract Price Adjustment Factor	46.2	Contract Price Adjustment Factor
1215	1200-9	45	Extension of time for	42	Extension of time for

COLTO Standard Specification		COLTO General Conditions of Contract 1998		SAICE General Conditions of Contract for Construction Works 2nd edition 2010	
Clause No	Page No	Clause No	Description or Reference	Clause No	Description or Reference
			completion		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)	Contract Price Adjustment Factor and special materials	46 & 50:  46.2 and 46.3	Contract Price Adjustment Factor and special materials
		53	Variations exceeding 20%	50	Variations exceeding 15%
1303	1300-2	12 & 45:  12  45	Commencement of Works and Commencement Date  Extension of time for completion	10 & 42:  10  42	Commencement of the Works  Extension of time for completion
1403 (c)(ii)	1400-4	40(1)	Valuation of variations	37.1	Valuation of variations
1505	1500-3	40:  40(1)	Valuation of variations	37:  37.1	Valuation of variations
1507 Items: 15.08 15.09 15.11	1500-8	48:  48.1	Provisional Sums	45:  45.1	Provisional Sums
3108 Note (2)	3100-4	40:  40(1)	Valuation of variations	37:  37.1	Valuation of variations
3204 (b)(iii)	3200-2	40:  40(1)	Valuation of variations	37:  37.1	Valuation of variations
3303(b)	3300-2	2	Engineer and Engineer's Representative	2	Engineer and Engineer's Representative
5803(c)	5800-3	40:  40(1)	Valuation of variations	37:  37.1	Valuation of variations
5805(d)	5800-4	40:  40(1)	Valuation of variations	37:  37.1	Valuation of variations
5809 Item 58.10	5800-10	48:  48.1	Provisional Sums	45:  45.1	Provisional Sums
8103(c)	8100-1	40:  40(1)	Valuation of variations	37:  37.1	Valuation of variations
8117 Item 81.03	8100-26	22	Clearance of site on completion	19	Clearance of site

## **SECTION 1200: GENERAL REQUIREMENTS AND PROVISIONS**

### **B1202 SERVICES**

Add the following at the end of clause 1202: manage

"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 4.5 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 tendered 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

\*\*\* 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."

#### **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 tendered 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.

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

### **B1302 GENERAL REQUIREMENTS**

#### **(c) Legal and contractual requirements and responsibility to the public**

Add the following paragraph to the end of sub clause 1302(c):

"The Contractor's general obligations shall also include the training of temporary labour, the management of labour enhanced work and ABEs, the application of the Compensation for Occupational Injuries and Diseases Act, 1993, and compliance with the requirements of Part C: Environmental Management Specification and Part E: OHSA 1993 Safety Specification contained in section C3.3 Particular Specifications."

### **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 5.6 of the General Conditions of Contract" and replace these words with the following:

"from the Commencement Date in terms of Clause 10.1 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 2010, 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

= [(No. of calendar days extension of time granted / 365)] x 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:

"Item	Unit
<b>B13.02      Health and Safety</b>	
(a)      Fixed obligations for the preparation of risk assessments, the project H & S file, etc.	lump sum
(b)      Fixed obligations for completing and checking the Project H & S file etc.	lump sum
(c)      Time related obligations for updating the risk assessments, etc.	month

Payment of the lump sums tendered under sub-items B13.02(a) and (b) and the rate per month for subitem B13.02(c) 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 tendered under sub-items B13.02(a) and (b) shall be made in three instalments as specified for the payment of the lump sum tendered under subitem 13.01(a).

The tendered rate for subitem B13.02(c) shall be paid as specified for the payment of the tendered rate for subitem 13.01(c).

## **SECTION 1400: OFFICES AND LABORATORIES**

### **B 1402 OFFICES**

Replace items in 1402(b) with the following:

Facilities required by the Engineer are as per items in the bill of quantities or stated herein.

The Contractor is to provide a temporary office for use by the Engineer. The offices should be able to accommodate one full time Engineer's Representative and his assistance. The Engineer's offices are to be equipped with the following as a minimum:

- Two desks each with lockable drawers
- Two high back swivel chairs
- Two visitors chairs
- A facility to store/hang drawings

The contractor should also make arrangements for facilities to enable the accommodation of approximately 12-16 people during progress site meetings, to be held fortnightly or monthly. Until these are provided to the satisfaction of the Engineer, certification for payment of establishment items may be withheld.

Fire extinguisher shall be provided for office and laboratory accommodation. Each door shall be provided with a lock and two keys. The sitting and orientation of all offices, laboratories, housing or other accommodation shall be to the engineer's satisfaction and shall be decided on in consultation with him and confirmed in writing before erection.

<b>Item</b>	<b>Unit</b>
<b>B14.03 Contract Name board and Notice boards as specified</b>	<b>m<sup>2</sup></b>

The unit of measurement shall be the m<sup>2</sup> of the boards erected as instructed by the Engineer.

The tendered 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."

## **SECTION 1500: ACCOMMODATION OF TRAFFIC**

### **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, channelisation 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 subclause 1503(a):

"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 tendered 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 tendered 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 subclause 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 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 subclause 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 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.

**(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."

**B1517 MEASUREMENT AND PAYMENT**

Add the following new pay item at the end of clause 1517:

"Item	Unit
<b>B15.15 The provision and maintenance of safety equipment for use by the Resident Engineer:</b>	
(a) Rotating amber flashing lights magnetically attached to vehicles	number (No)
(b) High visibility reflective safety vests	number (No)

The unit of measurement for subitem B15.14(a) shall be the number of rotating amber flashing lights provided. The unit of measurement for subitem B15.14(b) shall be the number of high visibility safety vests provided. The unit of measurement for subitem B15.14(c) shall be the number of hard hats provided.

The tendered rates shall include full compensation for the supply and maintenance of the magnetically attachable rotating amber flashing lights, high visibility safety vests and hard hats for use by the Engineer for the duration of the contract."

## **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 tendered for such materials shall be fully inclusive of all haul required.”

## **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 tendered for item 13.01 for the contractor's general obligations, and shall not be measured separately.”

## **SECTION 2100: DRAINS**

### **B2104 SUBSOIL DRAINAGE**

#### **(a) Materials**

##### **(i) Pipes**

*Add to Sub-clause 2104(a) (i) the following :*

Perforated or slotted unplasticised PVC pipes shall be used for subsurface drainage.

##### **(ii) Natural Permeable Material**

*Add to Sub-clause 2104(a)(ii) the following :*

The crushed stone shall be coarse graded (19mm nominal size) and shall conform to the following requirements:

Percentage passing through a 26,5mm sieve	= 100 %.
Percentage passing through a 19,0mm sieve	= 60 to 85 %.

## **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”.

### **B2212 INLET AND OUTLET STRUCTURES, CATCHPITS AND MANHOLES**

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

#### **(j) Subsurface drain outlet into catchpits and manholes**

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

## **SECTION 2300 : CONCRETE CURBING , CONCRETE CHANNELING, CHUTES, AND DOWN PIPES AND CONCRETE LINING FOR OPEN DRAINS**

### **2304 CONSTRUCTION**

#### **(g) Concrete-lined open drains**

The exposed surfaces of the concrete linings of open drains shall be given a class U2 surface finish. Concrete shall be cured in accordance with the requirements of the clause 6409.

Sealed joints in concrete shall be in accordance with the details indicated on the drawings and the provision of the section 6600. Cold joints shall be painted with a coat of approved bituminous emulsion containing 60% of pure bitumen by mass.

Expansion joints shall be made in accordance with the drawings.

## **SECTION 3100 : BORROW MATERIALS**

### **B3103 OBTAINING BORROW MATERIALS**

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

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

The Contractor shall note that natural materials which meet the requirements for the selected and sub-base layers are scarce, even when the properties are improved via stabilisation. Therefore, careful selection of materials will be required in the borrow pits. The Contractor shall refer to Section 3200 of the standard specifications with regard to his liabilities in respect of the contamination of good quality materials.

### **B3104 OPENING AND WORKING BORROW PITS AND HAUL ROADS**

#### **(g) Unproclaimed private access roads**

The Contractor is responsible for proper maintenance of haul roads in cases where the material from the borrow pit areas has to be transported over secondary, tertiary, private or access roads. At the completion of activities in the borrow pits, the haul roads shall be restored to their original state and to the satisfaction of the Engineer.

Expropriation of borrow pits on private property by the Employer, will include access roads to the borrow pits. However, the Contractor is fully responsible for negotiating details of the right of access to the borrow pits with the private owners as well as for the building, maintenance and later removal of all access roads. No additional payment will be made for this work and full remuneration will be deemed to be included in the tendered rates for the various items where the material is to be used.

### **B3108 MEASUREMENT AND PAYMENT**

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

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

## **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".

**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 Tendered 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 "3.0 km."*

*In the fifth paragraph, replace "0.5 km" with "3.0 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:*

**B33.04** *In the description replace "0.5 km" with "3.0 km."*

*In the fourth paragraph replace "0.5 km" with "3.0."*

**B33.07** *Replace the description with "Cut to spoil in spur dyke and compact including free-haul up to 3.0 km. Material obtained from: "*

*In the fourth paragraph replace "0.5 km" with "3.0."*

**B33.10** *In the description after ".....compaction of material" add "where the height of fill is less than 2m"*

## **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:

- Paving brick wearing coarse.
- Stabilised Subbase 150 mm G5 gravel material from in-situ material or an authorised borrow pit or commercial source
- Gravel gravel coarse 150 mm G2 gravel material from in-situ material an authorised borrow pit or commercial source
- Roadbed preparation by ripping and compacting 150 mm G9 insitu gravel material and 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:

Lime stabilised subbase	95% of modified AASHTO density
G2 base coarse	98% of modified AASHTO density
Roadbed preparation	90% of modified AASHTO density

## **SECTION 5100: PITCHING, STONEWORK 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 subclause 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 in to 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 on to 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.

**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"

**SECTION 5400: GUARDRAILS**

**5402 MATERIALS**

**(a) Guardrails on timber posts**

**(i) Galvanized**

Unless specified in the project specifications, all guardrails shall be galvanised in a hot-dip (galvanized) zinc coating which complies with the requirements of SABS 763 for the coating of type A1 articles.

All bolts, nuts and washers shall have a hot-dip (galvanized) zinc coating which complies with the requirements of SABS 763 for the coating of type C1 articles. Galvanized guardrails shall not be nested when stacked for storage.

**SECTION 6200: FALSEWORK, FORMWORK AND CONCRETE FINISH**

**B6204 DESIGN**

**(a) General**

Delete 14 from line 6 of the 2<sup>nd</sup> paragraph and replace it with 28.

Add the following:

'Drawings and calculations for all temporary support works shall be signed by a registered Professional Engineer.'

**B6205 CONSTRUCTION**

**(a) Falsework**

Add the following:

All falsework must be erected in accordance with the approved drawings. Before the falsework is loaded with the permanent works, the falsework must be inspected by registered Professional Engineer and signed off, stating that the falsework has been erected in accordance with the approved drawings and that it is safe and sufficient to carry all loads imposed by the construction of the permanent Works.

## **B6208 REMEDIAL TREATMENT OF FORMED SURFACES**

(b) Repair to surface defects

Delete Clause 6208(b) and substitute the following:

"All surface defects such as cavities produces from ties, large isolated blow holes, broken corners and edges honeycombs shall be repaired as follows:

All defective concrete shall be removed to minimum depth of 30mm and down to sound concrete such that no "feather edges" are formed. The area to be repaired shall be coated with bonding agent before patching. The Contractor must submit data sheets of the proposed bonding agent that he intends to use to the Engineer. The bonding agent must be used in accordance with the manufacture's specifications.

The patching motor shall consist of the suitable non shrink grout and shall be used in accordance with the manufacture's specification. The Contractor must submit data sheets of the proposed non shrink grout that he intends to use to the Engineer.

Before any surface defects are repaired the Contractor must submit to the Engineer a method stating the method and materials that he intends to use to repair the surface defects.

## **SECTION 6300: STEEL REINFORCEMENT FOR STRUCTURES**

### **B6303 STORING THE MATERIALS**

Add the following at the end of the first paragraph of clause 6303:

"The Contractor shall set aside areas cleared of vegetation for storing reinforcing steel. The reinforcement shall be kept at least 300mm above ground level at all times."

### **B6305 SURFACE CONDITION**

Add the following new paragraph to the end of clause 6305:

"Within 24 hours after placing concrete, the Contractor shall have cleaned off all concrete splatter from the protruding starter bars and clips and any other affected reinforcement, and shall present the resulting product to the Engineer for approval before he will be permitted to commence fixing the shuttering and reinforcement to the next section. The Contractor's attention is drawn to the fact that, for the concrete mixes used on this contract, this splatter is extremely hard to remove if not done within 24 hours of placing the concrete."

### **B6307 COVER AND SUPPORTS**

Replace the sixth paragraph of clause 6307 with the following:

"Prior to fixing the reinforcing steel, samples of the proposed cover and spacer blocks shall be submitted to the Engineer for approval. Only concrete cover and spacer blocks shall be used, and shall be made with 6,7mm maximum sized aggregate. They shall be of the same strength and material source as those of the surrounding concrete and shall have the same water : cement ratio to minimise differences in shrinkage, thermal movements and strain. The blocks shall be formed in specially manufactured moulds and the concrete compacted on a vibratory table and cured under water for a period of at least 14 days, all to the satisfaction of the Engineer."



Concrete cover block support and spacers shall be provided at all corners and along all edge reinforcement of a structural element at even spacing intervals not exceeding those specified below. Between edges, concrete cover block support and spacers shall be provided to the sides and soffits of structural elements so as to form an evenly spaced orthogonal grid at spacing intervals not exceeding those specified below. Where smaller bars effectively support larger bars between support points, the maximum spacing interval between support points shall be determined by the diameter of the smaller bar.

Nominal diameter of bar supported (mm)	Maximum spacing interval (mm)	
	<u>High tensile steel</u>	<u>Mild steel</u>
8	500	400
10 and 12	600	500
16 and 20	1200	1000
25 and 32	1800	1500

Notwithstanding the maximum spacing intervals specified above, these spacing intervals shall be reduced where necessary to ensure that the tolerances specified in subclause 6803(f) are met, or where particular circumstances require a closer cover block spacing to be used."

## SECTION 6400: CONCRETE STRUCTURES

### B6402 MATERIALS

#### (a) Cement

Replace this sub-section with the following:

"Refer to clause B1229 above with regard to the new cement specification.

Only the following cements may be used for the construction of box culvert

Plain and reinforced concrete members and units	
Cement Type	Cement Grade
CEM II A-S	42,5
CEM II A-V	32,5
CEM III A	32,5

## SECTION 8100: TESTING MATERIALS AND WORKMANSHIP

### B8117 MEASUREMENT AND PAYMENT

Replace item 81.02 with the following subitems B81.02(a) and (b) which shall be used to cover payments to the commercial laboratories and specialised testing firms carrying out acceptance control testing as directed by the Engineer.

"Item

Unit

**B81.02 Other special tests requested by the Engineer:**

(a)	Cost of testing	Provisional Sum (Prov. Sum)
(b)	Handling cost and profit in respect of subitem B81.02(a) above	percentage (%)

The prime cost sum provided to cover the cost of special tests as requested by the Engineer in terms of clause 8115 shall be expended in accordance with clause 6.6 of the General Conditions of Contract 2010.

The tendered percentage is a percentage of the amount of expenditure approved by the Engineer under the prime cost item B81.02(a), and shall include full compensation for the handling costs of the Contractor, and the profit in connection with providing the specified testing service."

**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 SPECIFICATIONS**

In addition to the Standard Specifications and the Project Specifications, the following Particular Specifications shall apply to this contract and are bound in hereafter:

PART C: ENVIRONMENTAL MANAGEMENT SPECIFICATION.....	SW42
PART D: DAYWORK.....	SW47
PART E: OHSA 1993 SAFETY SPECIFICATION.....	SW49
PART F: JOINT VENTURE AGREEMENT SPECIFICATION .....	SW57

### **C3.3 PARTICULAR SPECIFICATIONS**

#### **PART C: ENVIRONMENTAL MANAGEMENT SPECIFICATION**

##### **C.1 General**

In order to ensure that the construction works is carried out in an environmentally sensitive matter, strict compliance to the Environmental Management Plan (EMP) guidelines is required. The purpose of the EMP is to:

- Encourage good management practices through planning and commitment to environmental issues,
- Provide rational and practical environmental guidelines to:
  - i. Minimise disturbance of the natural environment,
  - ii. Prevent pollution of land, air and water,
  - iii. Prevent soil erosion and facilitate re-vegetation.
- Adopt the best practicable means available to prevent or minimise adverse environmental impact,
- Develop waste management practices based on prevention, minimisation, recycling, treatment or disposal of wastes,
- Train employees and contractors with regard to environmental obligations.

##### **C.2 Training and Induction of Employees**

- The Contractor has a responsibility to ensure that all those people involved in the project are aware of and familiar with the environmental requirements for the project (this includes sub-contractors, casual labour, etc.). The CMP shall be part of the terms of reference for all contractors, sub-contractors and suppliers.

##### **C.3 Complaints Register and Environmental Incident Book**

Any complaints received by the project team from the public will be recorded. The complaint should be brought to the attention of the site manager, who will respond.

The following information must be recorded:

- Time, date and nature of the complaint,
- Type of communication (telephone, letter etc),
- Name, contact address and telephone number of the complainant,
- Response and investigation undertaken and
- Actions taken and by whom.

All complaints received will be investigated and a response given to the complainant within 14 days.

All environmental incidents occurring on the site will be recorded. The following information will be provided:

- Time, date, location and nature of the incident,
- Actions taken and by whom.

##### **C.4 Site Cleanliness and Neatness**

- Location of a construction camp is to be approved by the Engineer and is to be restored to its previous condition after completion of construction.
- The construction camp should preferably be fenced with a 1.8m bonnox fence or similar approved.
- All materials, equipment, plant and vehicles must be stored within the construction

- camp.
- A dedicated area must be made available for construction staff to change and store their personal belongings.

#### **C.5 Access**

Access to existing roads, schools, buildings, shops and residential properties must not be impeded during construction.

Access roads utilised by the Contractor must be maintained in good condition.

#### **C.6 Borrow Pits**

- Mining authorisations (permits) for borrow pits must be obtained from the Department of Minerals and Energy (DME) in consultation with the Department of Water Affairs and (DWA).
- Spoil dumps resulting from borrow pits must not interfere with any natural surface drainage.
- Borrow pits must be rehabilitated after use in accordance with the requirements of DME and DWA.

#### **C.7 Dust Control / Air Quality**

- Dust suppression measures must be implemented during construction by ensuring that all surfaces prone to dust generation are kept damp (e.g. use of water tanker).
- Ensure that vehicles and equipment are in good working conditions and that emissions are not excessive.
- Ensure that vehicles and equipment are in good working conditions and that emissions are not excessive.
- Special care must be taken in areas where the route passes close to schools and residential areas.
- The speed of construction vehicles must be reduced.

#### **C.8 Fauna**

- Contractor staff may not chase, catch or kill animals encountered during construction.

#### **C.9 Fire Prevention and Control**

- Smoking is prohibited in the vicinity of flammable substances.
- The contractor must ensure that fire-fighting equipment is available on site, particularly where flammable substances are being stored or used, and that construction staff are aware of where it is kept and how it is operated.
- Fires started for comfort (warmth) are prohibited, due to the risk of veld fires and risk to adjacent property owner's lands.

#### **C.10 Grave Sites**

- Gravesites in close proximity to the road must not be disturbed during construction.

#### **C.11 Materials Handling and Spills Management**

- Any hazardous materials to be used during construction (e.g. lime, fuel, paint, etc) are to be stored in a designated area at the campsite.
- The storage containers/facilities (including any diesel/petrol tanks) must be placed on an impermeable surface and surrounded by a bund wall, in order to ensure that accidental spillage does not pollute the environment.

- Workers must at all times be made aware of the health and safety risks associated with any hazardous substances used (e.g. smoking near fuel tanks), and must be provided with appropriate protective clothing/equipment in case of spillages or accidents.
- Ensure all staff and contractors undergo relevant training in the maintenance of equipment to prevent the accidental discharge or spill of fuel, oil, lubricants and other chemicals.
- Any spill of potentially hazardous materials must be cleaned up immediately (Potentially hazardous materials on site include paint, oil, grease, fuel, turpentine, etc).
- The area of contaminated soil or spill must be deposited into the hazardous waste container(s).
- The contractor should keep Peat Sorb or a similar absorbent on site to clean up any spills. The absorbent must be stored in a designated area and be available for inspection.
- All spills are to be recorded in the environmental incident book.

#### **C.12 Noise**

- Noise generating activities must be restricted to between 07h00 and 17h00 Monday to Friday, unless otherwise approved by the appropriate competent person in consultation with adjacent landowners/affected persons.
- All equipment, vehicles and machinery must be in good working condition and be equipped with sound mufflers if necessary.
- Construction staff must be trained and made aware of not creating unnecessary noise such as hooting and shouting.

#### **C.13 Pollution Control**

- Soil and water pollution through usage of fuel, oil, paint, bitumen or other hazardous substances must be avoided.
- All construction vehicles are to be maintained in good working order so as to prevent soil or water pollution from oil, fuel or other leaks, and to reduce noise pollution.

#### **C.14 Rivers and Streams**

- During construction of bridge structures, there must be no obstruction of the water flow of rivers and streams.
- Excavated material must not be stockpiled on or near riverbanks, in order to prevent sedimentation occurring.
- Erosion control measures must be employed both during and after construction.
- No impediments to natural surface water flow, other than approved erosion control measures, must occur.

#### **C.15 Safety**

- Safety measures, such as detour signs, must be implemented during construction to ensure the safety of workers, pedestrians and drivers/passengers in vehicles in the vicinity of construction work.
- Special care must be taken in the vicinity of schools to ensure the safety of children wishing to cross the road under construction.
- The relevant signage (e.g. speed control signs) must be erected alongside the road during the operation phase in order to control traffic.
- Accommodation must be made for pedestrian pathways alongside the road during the construction and operation phases.

#### **C.16 Soil Management**

- Stormwater drainage pipes must be installed alongside the road in all areas susceptible to soil erosion.

- 
- Erosion should be minimised by the construction of meadow drains and the planting of indigenous vegetation on the side slopes and drains to reduce flow velocity of stormwater.
  - Spoil from cuts may be used in existing erosion galleys.
  - Stone pitching and gabions should be constructed at pipe culvert outlets.
  - Accidental spills of contaminants onto the ground e.g. oil, concrete, fuel and chemicals should be removed together with the contaminated soil.
  - If necessary an absorbent such as Peat Sorb should be used the aid in cleaning up the spill. The contaminated soil should be disposed of in an appropriate container, depending on its classification.
  - Servicing and re-fuelling of vehicles must only be carried out at construction camp.

#### **C.17 Worker Conduct**

Code of Conduct for Construction Personnel:

- Do not leave the construction site untidy and strewn with rubbish which will attract animal pests.
- Do not set fires.
- Do not cause any unnecessary, disturbing noise at the construction camp/site or at any designated worker collection/drop off points.
- Do not drive a construction-related vehicle under the influence of alcohol.
- Do not exceed the national speed limits on public roads or exceed the recommended speed limits on the site.
- Do not drive a vehicle which is generating excessive noise or gaseous pollution (noisy vehicles must be reported and repaired as soon as possible).
- Do not litter along the roadsides, including both the public and private roads.
- Do not pollute any water bodies (whether flowing or not).
- No member of the construction team is allowed to enter the areas outside the construction site.

#### **C.18 Traffic Disturbances and Diversions**

- Any traffic diversions must be undertaken with the approval of all relevant authorities and in accordance with all relevant legislation.
- Wherever possible, traffic diversion must only take place on existing disturbed areas and remain within the existing road reserve.
- Traffic diversion routes must be rehabilitated after use.

#### **C.19 Vegetation**

- Only vegetation falling directly on the route must be removed where necessary.
- Alien vegetation within the road reserve must be eradicated, and management measures must be implemented for future control of these species.
- Vegetation that has been removed from large areas (e.g. on traffic diversion routes) during construction must be replaced with indigenous vegetation after construction has been completed.

#### **C.20 Waste Management**

- All general, non-hazardous waste must be placed in a skip container and disposed of at a registered waste disposal site.
- The contractor is to ensure that the portable toilet facilities at the campsite are properly maintained and in working order.
- No disposal, or leakage, of sewage must occur on or near the site.
- All hazardous waste (e.g. oil, paint, empty lime bags, contaminated wash water, etc) must be stored in leak-proof containers and disposed of at a registered hazardous waste disposal site.

- 
- The contents of waste storage containers must, under no circumstances, be emptied to the surrounding area. In general, littering, discarding or burying of any materials is not allowed on site or along the route.
  - Adequate waste receptacles must be available at strategic points around the construction camp and site for all domestic refuse and to minimise the occurrence of littering.
  - Concrete rubble must be collected and disposed of as directed by the Project Manager.
  - Each working area must be cleared of litter and building waste (e.g. rubble, wood, concrete packets etc) on completion of the day's work.
  - Any spill around the container(s) should be treated as per Section C11 and C16.

### **3.3 PARTICULAR SPECIFICATIONS**

#### **PART D: DAYWORK**

This part of the Particular Specifications deals with the provision for daywork in the Schedule of Quantities. Rates for daywork shall be entered in the Schedule of Quantities in accordance with the following specifications.

##### **D1. SCOPE**

According to Clause 6.5 of the General Conditions of Contract 2010, certain work may be carried out using rates tendered in the daywork schedule. A schedule of personnel, plant and equipment which may be necessary to perform work on a daywork basis is included in the Schedule of Quantities. The quantities used in the Schedule of Quantities are for tender evaluation purposes only and the use or not of these items shall not constitute a variation in terms of Clause 6.3 of the General Conditions of Contract 2010.

No work will be paid for as daywork without the written instruction or approval of the Engineer.

##### **D2. TYPE OF WORK**

The Engineer may order daywork in certain cases where it is necessary to vary or to extend the works due to new or unforeseen circumstances to such an extent that the tendered rates for specific items of work are no longer applicable, or where no suitable combination of tendered rates can be used to pay for such work.

As a general rule, applicable rates for additional work items will be agreed between the Contractor and the Engineer. Daywork will only be used in exceptional circumstances.

##### **D3. MATERIALS**

Materials for use in works carried out under daywork shall be purchased by the Contractor who shall also arrange for delivery to site, and shall be responsible for any other requirements associated with specific materials. A Provisional Sum has been allowed in Section D of the Schedule of Quantities for daywork materials. The Contractor shall enter a tendered percentage in the Schedule of Quantities to cover his handling costs and profit, as per other provisional and prime cost sums in this Contract.

Materials shall be paid for using the method described in C2.1, 'Pricing Instructions'. No contract price adjustment will be applicable to materials.

The Contractor shall submit proof of ownership for any materials used in daywork with his daywork claim to the Engineer. Further, if specific materials are required for daywork, quotations will be called for as per Clause 6.5.3 of the General Conditions of Contract 2010.

##### **D4. CONSTRUCTION PLANT HIRE**

Where daywork is ordered, the tendered rates for plant hire in Section D of the Schedule of Quantities shall be used in calculating the payment due for any plant required to execute the daywork. If no rate is included in the Schedule of Quantities for a particular piece of equipment, and where no other rate or combination of rates would provide suitable compensation, then the daywork method of payment described in Clause 6.5.1 of the General Conditions of Contract 2010 will be used.

The tendered rates for each item of constructional plant shall include for all operating costs associated with the said item of plant. Such costs are deemed to include fuel, re-fuelling costs, lubrication and routine servicing / maintenance, breakdowns and spares, all overhead costs, site management costs and administration costs. The tendered rates shall also include the plant operator and the general supervision of the plant while it is engaged in the daywork.



#### **D5. SALARIES AND WAGES OF WORKMEN**

The salaries and wages of workmen executing dayworks shall be paid for using the tendered rates in the Schedule of Quantities. The tendered rates shall include for all costs associated with the employment of personnel, including salaries, wages, allowances, workmen's compensation, medical aid and pension contributions, government levies and taxes, training costs and any costs associated with living on the site. The tendered rates shall also include for the transportation of the workmen to the site of the dayworks.

All overhead costs, administration costs, site management costs and the Contractor's profit are deemed to be covered by the dayworks rates and no additions or mark ups will be made to the tendered rates.

The tendered rates shall also include any hand tools normally associated with the workmen's job description e.g. picks, shovels, hammers, saws, spirit levels, etc. The tendered rate for labourers shall also include for the casual supervision by a gang boss or foreman. Only when specifically called for by the Engineer, will payment be made for the use of a gang boss or foreman supervising on a continuous basis.

#### **D6. MEASUREMENT AND PAYMENT**

The following principles shall also apply to the measurement and payment of daywork.

The unit of measurement for plant shall be the number of vibroclock hours worked and each item of plant shall be fitted with a vibroclock, the cost of which shall be included in the rates. Excessive non-productive time when the engine is idling will not be paid for. Where there is ambiguity between the flywheel horsepower and mass of the machine, the flywheel horsepower shall govern the measurement category. Where width and mass are specified, mass shall govern the measurement category.

The Contractor's attention is drawn to the requirements of Clauses 6.5.3 and 6.5.4 of the General Conditions of Contract 2010 with regard to the submission of daywork claims.

### **C3.3 PARTICULAR SPECIFICATIONS**

#### **PART E: OHSA 1993 HEALTH AND SAFETY SPECIFICATION**

##### **E1. SCOPE**

This specification covers the health and safety requirements to be met by the Contractor to ensure a continued safe and healthy environment for all workers, employees and subcontractors under his control and for all other persons entering the site of works.

This specification shall be read with the Occupational Health and Safety Act (Act No 85 and amendment Act No 181) 1993, and the corresponding Construction Regulations 2003, and all other safety codes and specifications referred to in the said Construction Regulations.

In terms of the OHSA Agreement in Section C1.5 of the Contract document, the status of the Contractor as mandatory to the Employer (client) is that of an employer in his own right, responsible to comply with all provisions of OHSA 1993 and the Construction Regulations 2003.

This specification and the Contractor's own Health and Safety Plan as well as the Construction Regulations 2003, shall be displayed on site or made available for inspection by all workers, employees, inspectors and any other persons entering the site of works.

The following aspects of this project carry the risk of possible injuries,

- Working down slope of bulk earthworks activities which may result in unstable boulders or rocks rolling downhill towards the construction work taking place at the pedestrian bridge and box culvert structures below.
- Working below stream level to construct the low level crossing foundations.
- Possible blasting of hard rock for mass earthworks.
- Operation and maintenance on the site of heavy civil engineering plant such as excavators, bulldozers, front end loaders, tippers, TLBs, compaction equipment, rock breaking plant, water pumps, concrete mixers, ready mixed concrete trucks, batch plants, cranes, concrete pumps, compressors, pneumatic tools, generators, etc.
- Use on the site of power tools and hand tools.
- Handling of materials such as formwork, timber planks, steel wire, reinforcement, cement bags, concrete materials and hand stone.
- Storage and handling of flammable materials such as fuels, oils, adhesives, and cleaning products including bituminous paint.
- Storage and handling of herbicides and ant poisons.
- Through movements of construction plant and vehicles along the relatively steep roadbed gradient.
- Presence of open excavations for manholes and stormwater pipe trenches.
- Risks related to general safety and security on site.

Additional risks may arise from specific methods of construction selected by the Contractor which are not necessarily covered in the above.

##### **E2. DEFINITIONS**

For the purpose of this contract the following shall apply:

- (a) **Employer** where used in the contract documents and in this specification, means the Employer as defined in the General Conditions of Contract 2010 and it shall have the exact same meaning as **client** as defined in the Construction Regulations 2003. **Employer**

and “**client**” are therefore interchangeable and shall be read in the context of the relevant document.

- (b) “**Contractor**” wherever used in the contract documents and in this specification, shall have the same meaning as “**Contractor**” as defined in the General Conditions of Contract 2010.

In this specification the terms “**principal contractor**” and “**contractor**” are replaced with “**Contractor**” and “**subcontractor**” respectively.

For the purpose of this contract the **Contractor** will, in terms of OHSA 1993, be the mandatory, without derogating from his status as an employer in his own right.

- (c) “**Engineer**” where used in this specification, means the Engineer as defined in the General Conditions of Contract 2010. In terms of the Construction Regulations the Engineer may act as agent on behalf of the Employer (the client as defined in the Construction Regulations).

### E3. TENDERS

This Health and Safety Specification forms an integral part of the Contract and Tenderers are required to use it during the tender phase for pricing the preparation of a project specific Health and Safety Plan prior to commencing any work and for pricing the costs of ensuring compliance thereto during construction. Tenderers must forward a copy of this Specification to all other persons or organisations that may be submitting prices to the Tenderer during the tender stage to enable them to include the cost of preparing their own Health and Safety Plan, relevant to their particular operation, and for compliance with the Health and Safety requirements during construction. Payment items are included in the ‘Schedule of Quantities’ for compliance with the ‘Occupational Health and Safety Act’ and with this Specification.

Tenderers are required to complete Form J, ‘Contractor’s Health and Safety Declaration’ of T2.2, ‘Returnable Schedules required for Tender Evaluation Purposes’.

Failure to submit the foregoing with his tender and/or to provide realistic rates for relevant payment items, will lead to the conclusion that the Contractor will not be able to carry out the work under the contract safely and in accordance with the Construction Regulations.

### E4. NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK

After award of the contract, but before commencement of construction work, the Contractor shall, in terms of Regulation 3, notify the Provincial Director of the Department of Labour in writing if the following work is involved:

- (a) The demolition of structures and dismantling of fixed plant of height of 3,0m or more;
- (b) The use of explosives;
- (c) Construction work that will exceed 30 days or 300 person-days;
- (d) Excavation work deeper than 1,0m; or
- (e) Working at a height greater than 3,0m above ground or landings.

The notification must be done in the form of the pro forma included as Annexure A to this Specification. A copy of the notification form must be kept on site, available for inspection by inspectors, Employer, Engineer, employees and persons on site.

### E5. HEALTH AND SAFETY PLAN

Before commencement of any construction work, the Contractor shall prepare a project specific Health and Safety Plan to comply with the requirements of Construction Regulation 4(1)(a) and in compliance with this Health and Safety Specification. This must include a risk assessment performed and recorded in writing by a competent person (refer to Regulation 7 of the

Construction Regulations 2003).

The risk assessment shall identify and evaluate the risks and hazards that may be expected during the execution of the work under the contract, and it shall include a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards identified.

The Health and Safety Plan shall be available on site for inspection by inspectors, Employer, Engineer, subcontractors, employees, trade unions and health and safety committee members, and must be monitored and reviewed periodically by the Contractor.

## **E6. APPOINTMENT OF EMPLOYEES AND SUBCONTRACTORS**

### **E6.1 Health and Safety Plan**

The Contractor shall appoint in writing his employees and any subcontractors to be employed on the contract, and he shall provide them with a copy of his documented Health and Safety Plan, or relevant sections thereof. The Contractor shall ensure that all subcontractors and employees are committed to the implementation of his Safety Plan.

### **E6.2 Health and safety induction training**

The Contractor shall ensure that all employees under his control, including subcontractors and their employees, undergo a health and safety induction training course by a competent person before commencement of construction work. No visitor or other person shall be allowed or permitted to enter the site of the works unless such person has undergone health and safety training pertaining to hazards prevalent on site.

The Contractor shall ensure that every employee on site shall at all times be in possession of proof of the health and safety induction training issued by a competent person prior to commencement of construction work.

## **E7. APPOINTMENT OF SAFETY PERSONNEL**

### **E7.1 Construction Supervisor**

The Contractor shall appoint a full-time **Construction Supervisor** with the duty of supervising the performance of the construction work.

He may also have to appoint one or more competent employees to assist the construction supervisor where justified by the scope and complexity of the works.

### **E7.2 Construction safety officer**

Taking into consideration the size of the project and the hazards or dangers that can be expected, the Contractor shall appoint in writing a full-time or part-time **Construction Safety Officer** if so decided by the Inspector of the Department of Labour. The Safety Officer shall have the necessary competence and resources to perform his duties diligently.

Provision shall be made by the Contractor in his rates, to cover the cost of this dedicated construction safety officer appointed after award of the contract.

### **E7.3 Health and safety representatives**

In terms of **Sections 17 and 18 of the Act (OHSA 1993)** the Contractor, being the Employer in terms of the Act for the execution of the contract, shall appoint a **health and safety representative** whenever he has more than 20 employees in his employment on the site of the

works. The health and safety representative must be selected from employees who are employed in a full-time capacity at a specific workplace.

The number of health and safety representatives for a workplace shall be at least one for every 50 employees.

The function of health and safety representative(s) will be to review the effectiveness of health and safety measures, to identify potential hazards and major incidents, to examine causes of incidents (in collaboration with his employer, the Contractor), to investigate complaints by employees relating to health and safety at work, to make representations to the employer (Contractor) or inspector on general matters affecting the health and safety of employees, to inspect the workplace, plant, machinery, etc. on a regular basis, to participate in consultations with inspectors and to attend meetings of the health and safety committee.

#### **E7.4 Health and safety committee**

In terms of Section **19 of the Act (OHSA 1993)**, the Contractor (as employer) shall establish one or more **health and safety committee(s)** where there are two or more health and safety representatives at a workplace. The persons selected by the Contractor to serve on the committee shall be designated in writing.

The function of the health and safety committee shall be to hold meetings at regular intervals but at least once every three months, to review the health and safety measures on the contract, to discuss incidents related to health and safety with the Contractor and the inspector, to make recommendations regarding health and safety to the Contractor and to keep record of recommendations and reports made by the committee.

#### **E7.5 Competent persons**

In accordance with the Construction Regulations the Contractor has to appoint in writing **competent persons** responsible for supervising construction work in each of the following work situations that may be expected on the site of the works.

- (a) Risk assessment and induction training as described in Regulation 7 of the Construction Regulations;
- (b) Fall protection as described in Regulation 8;
- (c) Formwork and support work as described in Regulation 10;
- (d) Excavation work as described in Regulation 11;
- (e) Demolition work as described in Regulation 12;
- (f) Scaffolding work as described in Regulation 14;
- (g) Suspended platform operations as described in Regulation 15;
- (h) Material hoists as described in Regulation 17;
- (i) Batch plant operations as described in Regulation 18;
- (j) Explosive powered tools as described in Regulation 19;
- (k) Cranes as described in Regulation 20;
- (l) Construction vehicle and mobile plant inspections on a daily basis by a competent person as described in Regulation 21(1);
- (m) Control of all temporary electrical installations on the construction site as described in Regulation 22;
- (n) Stacking and storage on construction sites as described in Regulation 26; and
- (o) Inspections of fire equipment as described in Regulation 27.

A competent person may be appointed for more than one part of the construction work with the understanding that the person must be suitably qualified and able to supervise at the same time the construction work on all the work situations for which he has been appointed.

The appointment of competent persons to supervise parts of the construction work does not

relieve the Contractor from any of his responsibilities to comply with **all** requirements of the Construction Regulations.

## **E8. RECORDS AND REGISTERS**

In accordance with the Construction Regulations the Contractor is bound to keep records and registers related to health and safety on site for periodic inspection by inspectors, the Engineer, the Employer, trade union officials, subcontractors and employees. The following records and registers must be kept on site and shall be available for inspection at all times.

- (a) A copy of the OHSA 1993 Construction Regulations 2003;
- (b) A copy of this Health and Safety Specification;
- (c) A copy of the Contractor's Health and Safety Plan (Regulation 4);
- (d) A copy of the Notification of Construction Work (Regulation 3);
- (e) A health and safety file in terms of Regulation 5(7) with inputs by the Construction Safety Officer (Regulation 6(7));
- (f) A copy of the risk assessment described in Regulation 7;
- (g) A fall protection plan and the corresponding records of evaluation and training of employees working from elevated positions as described in Regulation 8;
- (h) Drawings pertaining to the design of structures (Regulation 9(3)) and formwork and support work structures (Regulation 10(d)) must be kept on site;
- (i) Pronouncement of the safety of excavations must be recorded in a register to be kept on site (Regulation 11(3)(h));
- (j) A copy of the certificate of the system design for suspended platforms (Regulation 15(3));
- (k) A notice must be affixed around the bases of the towers of material hoists to indicate the maximum mass load which may be carried at any one time by material hoists (Regulation 17(5));
- (l) Maintenance records of material hoists and inspection results must be kept in a record book to be kept on site (Regulation 17(8));
- (m) A record of any repairs to or maintenance of a batch plant must be kept on site (Regulation 18(9));
- (n) A warning notice must be displayed in a conspicuous manner when and wherever an explosive powered tool is used (Regulation 19(2));
- (o) A register for recording of findings by the competent person appointed to inspect construction vehicles and mobile plant (Regulation 21(1)(j)).

## **E9. CONTRACTOR'S RESPONSIBILITIES**

For this contract the Contractor will be the mandatory of the Employer (Client), as defined in the Act (OHSA 1993), which means that the Contractor has the status of employer in his own right in respect of the contract. The Contractor is therefore responsible for all the duties and obligations of an employer as set out in the Act (OHSA 1993) and the Construction Regulations 2003.

Before commencement of work under the contract, the Contractor shall enter into an agreement with the Employer (Client) in terms of C1.5 'Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993', to confirm his status as mandatory (employer) for the contract under consideration.

***The Contractor is advised in his own interest to make a careful study of the Act and the Construction Regulations as ignorance of the Act and the Regulations will not be accepted in any proceedings related to non-conformance to the Act and the Regulations.***

## **E10. MEASUREMENT AND PAYMENT**

### **E10.1 Principles**

It is a condition of this contract that Contractors who submit tenders for this contract shall make provision in their tenders for the cost of all health and safety measures required during the

construction process.

**(a) Safety personnel**

The Construction Supervisor, the Construction Safety Officer, Health and Safety Representatives, Health and Safety Committee and Competent Persons referred to in clause E7 paragraphs E7.1 to E7.5 above shall be members of the Contractor's personnel, and no additional payment will be made for the appointment of such safety personnel.

**(b) Records and Registers**

The keeping of health and safety-related records and registers as described in clause E8 above is regarded as a normal duty of the Contractor for which payment is deemed to be included in the Contractor's tendered rates and prices, and for which no additional payment will be considered except to the extent provided in item B13.02 of the Schedule of Quantities.

**ANNEXURE A (to H&S specification)**

**To : The Provincial Director, Department of Labour, .....**

**ANNEXURE A**

**OCCUPATIONAL HEALTH AND SAFETY ACT, 1993**

**Regulation 3 of the Construction Regulations, 2003**

**NOTIFICATION OF CONSTRUCTION WORK**

1. (a) Name and postal address of principal contractor:  
.....
- (b) Name and telephone number of principal contractor's contact person:  
.....
2. Principal contractor's compensation registration number:  
.....
3. (a) Name and postal address of client:  
.....
- (b) Name and telephone number of client's contact person or agent:  
.....
4. (a) Name and postal address of designer(s) for the project:  
.....
- (b) Name and telephone number of designer's contact person:  
.....
5. Name and telephone number of principal contractor's construction supervisor on site appointed in terms of regulations 6(1):  
.....
6. Name/s of principal contractor's subordinate supervisors on site appointed in terms of regulation 6(2):  
.....
7. Exact physical address of the construction site or site office:  
.....
8. Nature of the construction work:  
.....  
.....  
.....
9. Expected commencement date: .....



10. Expected completion date: .....

***ANNEXURE A - Continued***

11. Estimated maximum number of persons on the construction site:

.....

12. Planned number of contractors on the construction site accountable to principal contractor:

.....

13. Name(s) of contractors already chosen:

.....

.....

.....

.....

***Principal Contractor***

.....

***Date***

.....

***Client***

.....

***Date***

- THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR **PRIOR TO COMMENCEMENT** OF WORK ON SITE.
- **ALL PRINCIPAL CONTRACTORS** THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF ANOTHER PRINCIPAL CONTRACTOR ON THE SAME SITE HAD DONE SO PRIOR TO THE COMMENCEMENT OF WORK.

---

### **C3.3 PARTICULAR SPECIFICATIONS**

#### **PART F: JOINT VENTURE AGREEMENT SPECIFICATION**

##### **1. CONDITION OF JOINT VENTURE AGREEMENT**

The requirements with regard to the Joint Venture formation for this contract are as stated in clause F.2.1 of section T1.3 Tender Data.

No Member of a Joint Venture submitting a tender for this Contract No. MKH XXXXX shall be a Member of any other Joint Venture submitting a tender for this contract. In this regard, the attention of Tenderers is specifically drawn to subclause iv) near the end of Form C Compulsory Enterprise Questionnaire in Section T2.2 of this document.

##### **2. DEFINITIONS AND INTERPRETATIONS**

The following words and expressions shall have the meanings indicated, except where the context otherwise requires.

Defined terms and words are, in general, signified in the text by the use of capital initial letters, but the absence of such letters does not necessarily signify that a term, or word, is not defined.

Unless the context clearly indicates a contrary intention, words importing the singular number shall include the plural and vice versa, and words importing any gender shall include the other genders, and words importing persons shall include corporate bodies and vice versa.

The following expressions shall have the meanings against each and cognate expressions shall bear corresponding meanings.

###### **(a) Agreement**

Agreement means the Agreement between the Members of the Joint Venture and includes any relevant Documents prepared prior to the signing of the Agreement and appended thereto.

###### **(b) Management Committee**

Management Committee means the body established in terms of the Agreement to manage all aspects of the work of the Joint Venture in securing and executing the Contract and in meeting the provisions of the Agreement.

###### **(c) Established Contractor**

An Established Contractor shall mean a legally registered company that conducts its business as a contractor in the civil engineering construction sector and has operated for more than 7 years in the specialist field of reinforced and prestressed concrete construction. It is a prerequisite that the Established Contractor partner to the Joint Venture be registered with the Construction Industry Development Board (CIDB) in accordance with the requirements of clause F.2.1 of section T1.3 Tender Data of this document.

###### **(d) Emerging Contractor**

An Emerging Contractor shall mean a legally registered company that conducts its business as a contractor in the civil engineering construction sector and which is registered on the uMdoni Local Municipality database for emerging black contractors and which is also registered with the CIDB in accordance with the requirements of clause F.2.1 of section T1.3 Tender Data of this document.

**(e) Open Joint Venture**

Open Joint Venture shall mean the association between two or more Contractors under a Joint Venture Agreement that clearly establishes the equity shareholding of each member of the Joint Venture. Equity shareholding is deemed to be the split in financial earnings derived from certified works completed on this project. The Joint Venture Agreement shall clearly set out the areas of work each member is expected to undertake and the income generated from that work. In the event of a necessary change to the agreed scope of work, then adjustments shall be made to the schedule of work for each member so that the original shareholding remains in place.

**3. DUTIES OF THE LEAD CONTRACTOR**

The duties of the Established Contractor shall be to:

- Supply any resources to complete the contract that his Joint Venture partner cannot provide cost effectively.
- Secure the required Guarantee in the name of the Joint Venture.
- Secure adequate insurance cover for the cost of the works and public liability.

Only the duty to mentor and tutor is intended to be a constant duty. The other duties are intended to be shared responsibilities for which the Established Contractor shall assume control only in the event of a Joint Venture partner's failure to meet its commitments. The Joint Venture Agreement shall clearly set out each member's contribution towards the outcomes of the listed duties.

**4. JOINT VENTURE AGREEMENT**

**4.1 Conditions of Pre-Contract Agreement**

Each Tender for this contract shall be accompanied by a Pre-Contract Agreement which must be signed by all participants. This Agreement shall comprise a comprehensive statement which MUST contain at least the following information:

- (a) The establishment of the Joint Venture;
- (b) The name and address of the Joint Venture;
- (c) The names and addresses of the companies forming the Joint Venture;
- (d) The object of the Joint Venture;
- (e) The extent to which each Joint Venture party participated in the preparation of the Tender;
- (f) The proportion of profits and losses to be borne by each party to the Joint Venture;
- (g) The duration of the Agreement;
- (h) The manner in which the costs of preparation of the Tender were shared between the Joint Venture parties;
- (i) The proposed management structure for the Joint Venture;
- (j) The participation of each party in arranging finance, human resources and plant for the Joint Venture;
- (k) The participation of each party in the provision of guarantees for the Joint Venture;
- (l) The governing law for the Joint Venture;
- (m) The Joint Venture Leader;
- (n) A comprehensive listing and estimate of the work proposed to be undertaken by each Emerging Contractor Joint Venture participant;
- (o) A detailed plan indicating the proposed strategy the Established Contractor will undertake in providing the transfer of business, technical, financial and other skills to the Emerging Contractor Joint Venture partner.
- (p) A declaration signed by all Members of the Joint Venture confirming that they are not Members of any other Joint Venture submitting a tender for this Contract No. MKH XXXXX.
- (q) Any other information considered pertinent to the formation of the Joint Venture;

#### **4.2 Formalization of the Joint Venture**

On award of the tender, the Joint Venture Agreement is to be formalised before commencement of the Works.

#### **4.3 Nomination of alternative Joint Venture Partner**

If for some reason the Emerging Contractor Joint Venture partner of the lowest acceptable Joint Venture wishes to withdraw from the Joint Venture Agreement prior to award, the Established Contractor will be allowed the opportunity to nominate any other willing, CIDB registered Contractor to fulfil the Joint Venture Agreement. The nominated Contractor will however be required to fulfil the Joint Venture Agreement at the original tendered rates.

#### **4.4 Management fee**

The management fee charge by the lead partner to the Joint Venture shall not exceed 3% of the total contract revenue exclusive of value added tax. The management fee shall be deemed to be inclusive of all head office support and administration, audited management accounts and tender costs for the contract.

#### **4.5 Contract management**

The management of the contract and the proper performance of the works shall be the responsibility of a management committee comprising a minimum of one nominee from each party. The nominee of the Joint Venture leader shall chair the management committee, and monthly meetings shall record and review, among other issues, the progress of the project and the monthly management accounts.

#### **4.6 Reimbursement of costs**

The Joint Venture will reimburse each party for the provision of supervision, plant and equipment at the predetermined and agreed rates on a monthly basis. Plant and equipment owned by the Joint Venture partners shall have preference and the conditions of hire shall be predetermined prior to commencement of the contract. The payment of all other costs such as diesel, materials, subcontractors and any externally hired plant will be made through the Joint Venture account.

#### **4.7 Joint Venture parties' responsibilities**

Each party shall be responsible for compliance with the relevant legislation regarding compensation for occupational injuries and diseases, unemployment insurance in respect of its employees used in connection with the contract, employer's common law liability insurance, motor vehicle liability insurance, contractor's equipment insurance, and such other insurances as envisaged by the contract, in respect of all labour, motor vehicles, plant, equipment and materials supplied by that party in connection with the execution of the Works.

Each party will provide the contract with the personnel and equipment / plant required to execute the works timeously and efficiently that they have available or would like to provide subject to agreement between the parties.

The leader of the Joint Venture shall provide, at the cost of the Joint Venture, any and all performance bonds and guarantees, insurance requirements or performance obligations relating to the project.

The Joint Venture leader nominee shall be responsible and vested with the power to make decisions and bind the Joint Venture insofar as the Employer and other parties are concerned in relation to the Contract and the Works.

The management committee shall first consult with each other and agree on any intended actions to be

taken by either party that may have an impact on the performance of the contract.

#### **4.8 Financial administration**

The Joint Venture shall maintain a banking account in the name of the Joint Venture and all revenue from the contract shall be deposited into the JV account. All cheques and other instruments drawn on that account shall be signed by a nominee from each party.

### **5. ADJUDICATION OF TENDERS**

- (a) Tenders which do not meet the Joint Venture participation requirements stipulated above may not be considered for adjudication.
- (b) Tenders which do meet the Joint Venture participation requirements stipulated above shall be adjudicated in accordance with the provisions of the Tender Documents.
- (c) It is a condition that valid Tax Clearance Certificates and CIDB Registration documentation of all the JV parties must be submitted with the tender.

C4: SITE INFORMATION

---

**C4: SITE INFORMATION**

<b><u>TABLE OF CONTENTS</u></b>	<b>Page</b>
<b>C4.1 LOCALITY PLAN .....</b>	<b>SI2</b>
<b>C4.2 EXAMPLE OF CONTRACT SIGNBOARD DETAILS .....</b>	<b>SI3</b>
<b>C4.3 DRAWINGS.....</b>	<b>SI4</b>

**C4.1 LOCALITY PLAN**

#### **C4.2 EXAMPLE OF CONTRACT SIGNBOARD DETAILS**





NOTES

1) PRIOR TO COMMENCEMENT OF ANY EXCAVATION, THE CONTRACTOR SHALL SATISFY HIMSELF BY HIS OWN INDEPENDENT SURVEY THAT THE PLATFORM LEVELS SHOWN ON THE DRAWINGS ARE CORRECT.

2) ANY CO-ORDINATES, QUANTITIES AND LEVELS GIVEN ARE A GUIDE FOR BUILDING AND ROAD SETTING OUT. THESE CO-ORDINATES AND LEVELS ARE TO BE CROSS REFERENCED WITH ARCHITECTURAL SETTING OUT DRAWINGS PRIOR TO ANY CONSTRUCTION.

3) EXACT POSITIONS OF UNDERGROUND SERVICES AND PIPEWORK INDICATED TO BE DETERMINED ON SITE BEFORE BULK EXCAVATION COMMENCES.

4) IN THE EVENT OF UNDERGROUND SERVICES BEING FOUND OTHER THAN THOSE INDICATED, THE ENGINEER IS TO BE NOTIFIED IMMEDIATELY SO THAT PROVISIONS CAN BE MADE FOR RE-ROUTING.

5) ALL FORMED EARTH BANKS TO BE DRESSED WITH TOP SOIL AND GRASSED AS INDICATED BY ARCHITECT.

6) THIS DRAWING IS TO BE READ IN CONJUNCTION WITH RELEVANT CIVIL & STRUCTURAL DRAWINGS.

7) ELEVATIONS ARE HEIGHTS ABOVE MEAN SEA LEVEL.

8) ANY DISCREPANCIES ARE TO BE BROUGHT TO THE ATTENTION OF THE ENGINEER.

9) THE CONTRACTOR MUST TAKE THE NECESSARY PRECAUTIONS TO ENSURE THAT ALL AREAS ARE FREE DRAINAGE DURING CONSTRUCTION TO AVOID DELAYS FROM WATER PONDING.

LEGEND

A	06/06/22	FOR SUBMISSION ONLY	N.Z
No.	DATE	REVISION	INIT

CLIENT

UMDONI MUNICIPALITY

Cnr Bram Fischer & Williamson Street,  
Scottburg, KwaZulu Natal,  
4180, South Africa



P.O. Box 19  
Scottburgh  
4180

RECOMMENDED		APPROVED	
DESIGNED:	N.ZULU	CONTRACT No.:	
DRAWN:	E. MAZORODZE	CHECKED:	N.ZULU
ENGINEER:		DATE:	06/06/2022

MZANSI AFRICA CIVILS

SUITE 9 SUNNYSIDE CENTRE  
48 SUNNYSIDE LANE  
PINETOWN  
3610



Tel : 031 702 7007  
Fax :031 701 5359

PURPOSE

FOR SUBMISSION ONLY

PROJECT

MYEZA ACCESS ROAD

DRAWING TITLE

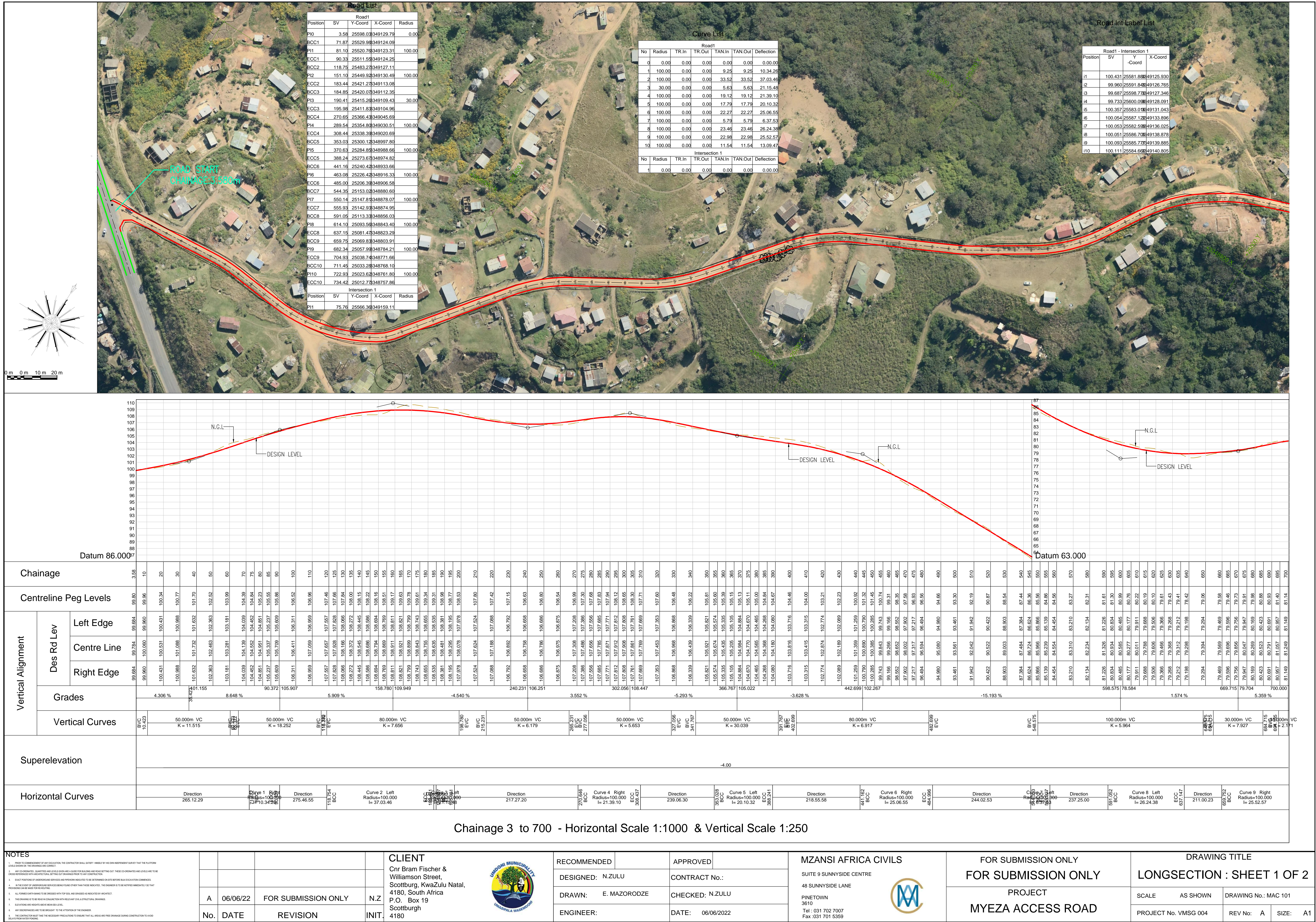
KEY PLAN

SUB-TITLE

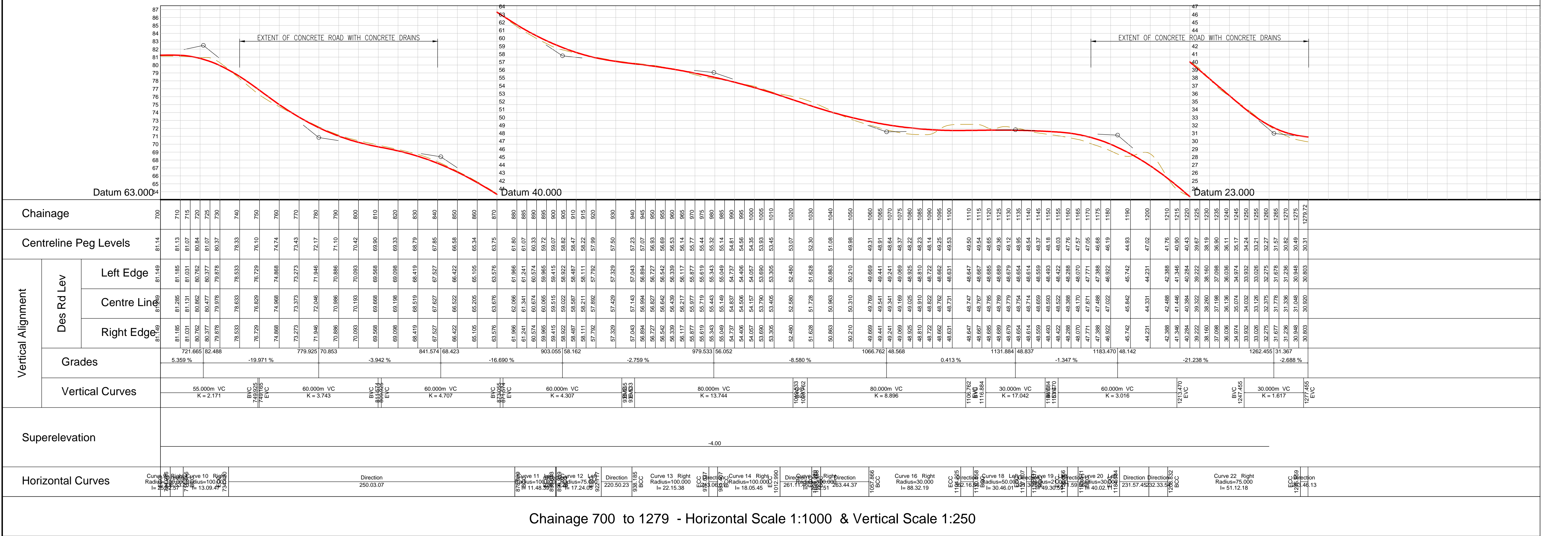
SHEET 1 OF 1



SCALE	DIAGRAMMATIC	DRAWING No. MAC 100
PROJECT No. VMSG 004	REV No: A	SIZE: A1









NOTES						CLIENT				RECOMMENDED				APPROVED		MZANSI AFRICA CIVILS		FOR SUBMISSION ONLY		DRAWING TITLE	
1. PRIOR TO COMMENCEMENT OF ANY EXCAVATION, THE CONTRACTOR SHALL VERIFY, BASED ON HIS OWN INDEPENDENT SURVEY, THAT THE PLATFORM (LEVEL) SHOWN ON THE DRAWING IS CORRECT.						Cnr Bram Fischer & Williamson Street, Scottburgh, KwaZulu Natal, 4180, South Africa P.O. Box 19 Scottburgh 4180				DESIGNED: N.ZULU				CONTRACT No.:		SUITE 9 SUNNYSIDE CENTRE		FOR SUBMISSION ONLY		LONGSECTION : SHEET 2 OF 2	
2. ANY COORDINATES, QUANTITIES AND LEVELS SHOWN ARE A GUIDE FOR BUILDING AND ROAD SETTINGS OUT. THESE COORDINATES AND LEVELS ARE FOR ORDER REFERENCES ONLY AND NOT FOR CONSTRUCTION.										DRAWN: E. MAZORODZE				CHECKED: N.ZULU		48 SUNNYSIDE LANE				PROJECT	
3. EXACT POSITION OF UNDERGROUND SERVICES AND PIPELINES INDICATED TO BE DETERMINED ON SITE BEFORE EXCAVATION COMMENCES.										ENGINEER:				DATE: 06/06/2022		PINETOWN 3610				SCALE AS SHOWN	
4. IN THE EVENT OF UNDERGROUND SERVICES BEING FOUND OTHER THAN THOSE INDICATED, THE ENGINEER IS TO BE INFORMED IMMEDIATELY SO THAT PROVISIONS CAN BE MADE FOR RE-ROUTING.																		Tel : 031 702 7007 Fax : 031 701 5359		DRAWING No.: MAC 102	
5. ALL FORMED GRADES SHALL BE TO BE DRESSED WITH TOP SOIL AND GRASSING AS INDICATED BY ARCHITECT.				A		06/06/22		FOR SUBMISSION ONLY		N.Z.								MANYISA ACCESS ROAD		REV No: A	
6. THIS DRAWING IS TO BE USED IN CONNECTION WITH RELEVANT CIVIL & STRUCTURAL DRAWINGS.				No.		DATE		REVISION		INIT.										SIZE: A1	
7. ELEVATIONS ARE REFERRED TO AS SEA LEVEL.																					
8. ANY DISCREPANCIES ARE TO BE BROUGHT TO THE ATTENTION OF THE ENGINEER.																					
9. THE CONTRACTOR MUST TAKE THE NECESSARY PRECAUTIONS TO ENSURE THAT ALL AREAS ARE FREE OF OBSTACLES DURING CONSTRUCTION TO AVOID SEVERE PROJECT DELAYS.																					



## Site Location

The project is located within Ward 14 of Umdoni Municipality. The project site can be accessed from Scottburgh by taking Dududu road and proceeding north west direction for about 5 km before taking the right turn accessing the proposed site in an area called Amandawe.

Myeza road is located at the following GPS coordinates:

Start: 30°15'41.27"S and 30°44'2.63"E

End: 30°15'26.19"S and 30°44'41.69"E



Figure 1: Google Earth view of Myeza Road

#### **C4.3 DRAWINGS**

The reduced drawings that form part of the Tender documents shall be used for Tender purposes only. A separate drawing booklet of reduced drawings will be issued for tender purposes.

The Contractor shall be supplied with three sets of complete drawings. Any information in the possession of the Contractor which the Engineer requires to complete the as-built drawings shall be supplied to the Engineer before a certificate of completion shall be issued.

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

The levels given on the drawings are subject to confirmation on site, and the Contractor shall submit all levels to the Engineer for confirmation before he commences any structural construction work. The Contractor shall also check all clearances given on the drawings and shall inform the Engineer of any discrepancies.