



**ABAQULUSI LOCAL MUNICIPALITY**

**TENDER NO: 8/2/1/601**

**REPAIR AND REFURBISHMENT OF MBAMBONGOCU GRAVEL  
ROAD IN WARD 2**

**GRADE 3 CE or HIGHER**

**PROCUREMENT DOCUMENT**

<b>NAME OF TENDERER:</b>	
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**13 JUNE 2026**

**ISSUED BY:**

**ABAQULUSI LOCAL MUNICIPALITY**

Cnr High & Mark Street  
Vryheid  
3100

Tel : (034) 982 2133  
Fax : (034) 980 9637  
email: [engineering@abaqulusi.gov.za](mailto:engineering@abaqulusi.gov.za)

**PREPARED BY:**

**Mzolo Consulting Engineers**



07 Fairhaven, 04 Coronation road  
Tel no: +27 (031) 001 8932 ,  
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email: [admin@mzoloconsulting.co.za](mailto:admin@mzoloconsulting.co.za)



**EXPANDED PUBLIC WORKS PROGRAMME  
CONTRIBUTING TO A NATION AT WORK**

**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 his tender)*

**Name of Contractor submitting the tender :**

**CSD NUMBER:**

**Tender Amount :**  
*(as stated in the Form of Offer)*

*R*

**Alternative Tender offered? :**

*(Yes /No)*

If "Yes" state amount :

*R*

**Time for Completion :**

**weeks**

**Maximum time for Completion:**

**32 weeks**

**Details of contact person :**

Name *(Print)* :

Telephone No :

Fax No :

E-mail address *(if available)* :

*(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)*

## REPAIR AND REFURBISHMENT OF MBAMBONGOCU GRAVEL ROAD IN WARD 2

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*The Tenderer shall also satisfy himself that this document is complete in accordance with the above contents and if any pages are found to be missing, or duplicated, shall immediately request the Engineer to rectify the discrepancy. No liability will be admitted by the Employer in respect of errors in the Tenderer's Offer due to the foregoing.*

## TENDER

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## T1 TENDERING PROCEDURES

### T1.1 TENDER NOTICE AND INVITATION TO TENDER



#### ABAQULUSI LOCAL MUNICIPALITY

#### INVITATION TO BID

BID NUMBER	PROJECT NAME	CIBD GRADING	COMPULSORY BRIEFING MEETING	TENDER CLOSING DATE
8/2/1/601	REPAIR AND REFURBISHMENT OF MBAMBONGOCU GRAVEL ROAD IN WARD 2	3CE or Higher	Not applicable	13 JUNE 2026 @ 12H00

#### BID DOCUMENTS

Bids Documents will be emailed by **Abaqulusi Local Municipality**. **NB Document must be binded, unbinded documents will not be accepted.**

#### LIST OF RETURNABLES:

Company Registration Document, Sars Tax Pin, Certified Copies of Directors Identity Document not older than 3 months, Statement of Municipal Rates not older than 3 months or proof of residence for those residing in rural areas/lease agreement, CSD and CIBD Grading 3CE or Higher with CRS number and Letter of Good Standing.

#### BIDDERS TO NOTE THE FOLLOWING:

The Abaqulusi Local Municipality Supply Chain Management Policy will be applied, and the Bids will be evaluated in terms of the 80/20-point system. Failure to complete all Bid forms, data sheets and submit all supplementary information may render the Bid to be considered as non-responsive and therefore may not be considered for the award of the contract. All Bids submitted should remain valid for 90 days after the Bid closing date. Queries must be address to the following email: Mr. P Zwane [pzwane@abaqulusi.gov.za](mailto:pzwane@abaqulusi.gov.za) Tel; 034 982 2133 and cc Consultants: [admin@mzoloconsulting.co.za](mailto:admin@mzoloconsulting.co.za)

#### BID SUBMISSION

**Bid Closing Date: 13 JUNE 2026 @ 12H00**

Sealed Bid documents bearing the " **REPAIR AND REFURBISHMENT OF MBAMBONGOCU GRAVEL ROAD IN WARD 2** " and "**Bid No: 8/2/1/601**" must be deposited in the Bid Box at the Foyer of Abaqulusi Local Municipality. Telegraphic, telephonic, telefax, facsimile, emailed and late Bids will not be accepted.

**ABAQULUSI LOCAL MUNICIPALITY does not bind itself to accept the lowest or any tender, or to furnish any reason for the acceptance or rejection of a tender.**

\_\_\_\_\_  
Ms. SP DLAMINI  
MUNICIPAL MANAGER  
ABAQULUSI LOCAL MUNICIPALITY  
VRYHEID  
3100.

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



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## **T1.2 TENDER DATA**

### **1. GENERAL**

The Conditions of Tender reproduced in Section 3 are the Standard Conditions of Tender as contained in Annex F of SANS 294 – *Construction Procurement Processes, Methods and Procedures* which contain references to the Tender Data for details that apply specifically to this tender.

The Tender Data shall be read with the Standard Conditions of Tender in order to expand on the Tenderer's obligations and the Employer's undertakings in administering the tender process in respect of the project under consideration.

The Tender Data contained hereafter in Section 2 shall have precedence 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.

### **2. TENDER DATA APPLICABLE TO THIS TENDER**

**F.1.1** The Employer for this Contract is: **Abaqulusi Local Municipality**

#### **F.1.2 Tender Documents**

2. **The Tender Document** consists of the following:

#### **TENDER**

**T1: Tendering Procedures**

T1.1: Tender Notice and Invitation to Tender

T1.2 : Tender Data

**T2 : Returnable Documents**

T2.1: List of Returnable Documents

T2.2: Returnable schedules and forms

#### **CONTRACT**

**Part 1: Agreements and Contract Data**

C1.1: Form of Offer and Acceptance

C1.2: Contract Data

**Part 2: Pricing Data**

C2.1: Pricing Instructions

C2.2: Bill of Quantities

**Part 3: Scope of Work**

C3: Scope of Work

**Part 4 : Site Information**

C4 : Site information

The Tender Document shall be obtained from the Employer or his authorized representative at the physical addresses stated in the Tender Notice, upon payment of the deposit stated in the Tender Notice.

**F.1.4 The Employer's agent is:**

Name : **Mzolo Consulting Engineers**  
Address : 07 Fairhaven, 04 Coronation road, Pietermaritzburg, 3201  
Telephone : (031) 001 8932  
  
Fax : (086) 425 6243  
E-Mail : admin@mzoloconsulting.co.za

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

The Employer is not obliged to accept the lowest or any tender offer.

**F.2.1 Eligibility**

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

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

**TENDERER'S TO TAKE PARTICULAR NOTICE OF THIS CLAUSE AS TENDERERS WHO DO NOT COMPLY HEREWITH WILL NOT BE CONSIDERED ELIGIBLE.**

**TENDER QUALIFICATION: LABOUR INTENSIVE CONTRACTS**

Only those tenderers who can demonstrate that they will have in their employ, management and supervisory staff satisfying the requirements of the scope of work for labour-intensive competencies for supervisory and management staff during the validity of the contract are eligible to submit tenders.

To qualify for award of the Contract, tenderers shall meet the following minimum qualifying criteria:

- (a) Having participated in and graduated with fully satisfactory results from the relevant national qualification framework training organized under EPWP (or other similar project) and applying trained supervisory staff on a full-time basis for the execution of the works. LIC NQF Level 5.
- (b) Liquid assets/or credit facilities covering the expected expenditures for two full work months
- (c) Proposals for timely acquisition (own, lease, hire, etc.) of the essential minimum equipment
- (d) The contractor will carry out the works using labour-based work methods as described in the Special Conditions of Contract

The tenderer must submit to the Employer, names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirement. The contractor shall ensure that the minimum supervisor to worker ratio of 1:20 for effective supervision of Labour-intensive works for all LI activities.

**Schedule of Labour Content**

The minimum Labour Content for this Project shall be 5% calculated as the amount spend on labour wage divided by the total value of the project. The minimum job creation targets on the project shall be:

	<b>Total</b>	<b>Women</b>	<b>Youth</b>	<b>Disabled</b>
Work Opportunities	5	3	2	0
Person Days	60	30	30	0
Training Days	0	0	0	0

**F.2.7 Site visit and clarification meeting**

The arrangements for the compulsory site inspection visit and clarification meeting are as follows:

Location: Cnr High & Mark Street, Vryheid, 3100  
 Date : Refer to Tender Advertisement  
 Starting time : Refer to Tender Advertisement

Enquiries and confirmation of attendance at least one full working day in advance regarding the meeting and site inspection may be directed to:

**Mzolo Consulting Engineers**  
 Tel : (031) 001 8932  
 e-Mail : admin@mzoloconsulting.co.za

**F.2.12 Alternative tenders**

If a Tenderer wishes to submit an alternative tender offer, the only criteria permitted for such an alternative tender offer are:

3. Individual items

Individual items offered as alternatives to items in the Bill of Quantities will only be considered if listed and priced in Form R: *Amendments, Qualifications and Alternatives* in Part 2 of the Contract Document, accompanied by a detailed statement as necessary.

(b) Alternative designs

Where a Tenderer desires to submit an alternative tender involving modifications to the design or method of construction that would alter the character of the tender, the following procedure must be observed:

4. The alternative offer must be accompanied by supporting information, drawings, calculations and a priced alternative Bill of Quantities to enable its technical acceptability, construction time and price to be fully assessed. Such information, drawings and Bill of Quantities must be sufficient for the proper evaluation of the tendered alternative, otherwise the offer will not be considered;
  - (ii) Any alternative tender involving modifications to the design will be assessed on its merits and may be accepted. An accepted alternative design will become the design for the purpose of the contract.
  - (iii) If an alternative design with its priced Bill of Quantities has been accepted, the sum thus tendered for the alternative will not be subject to re-measurement and will be the final amount payable to the Contractor, except only for variations arising from:
    - Changes in design parameters ordered by the Engineer;

- Changes not arising from any failure or fault of the Contractor, but from modifications requested by the Engineer.

(iv) A decision whether or not to adopt a technically acceptable modified design will be governed by the amount of the overall saving and the advantages to the Employer which the modified design can be reliably expected to achieve. Matters to be considered in arriving at the overall saving will include the effect of any deferment in starting date arising from extra time needed for the preparation of an amended contract for signature.

(v) The priced alternative Bill of Quantities must include an amount equal to 5% of the amount tendered therein to cover the Employer's costs of checking the alternative design offered.

**F.2.13 Submitting a Tender Offer**

**F.2.13.5** Tender offers shall be submitted as an original only.

Under no circumstances whatsoever may the tender forms be retyped or redrafted. Photocopies of the original tender documentation may be used, but an original signature must appear on such photocopies.

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

The Employer's address and identification details are as follows:

Location of Tender box:		Abaqulusi Local Municipality Offices in Vryheid
Physical address:		Cnr High & Mark Street, Vryheid, 3100
Identification details	Reference Number	<b>TENDER NO: 8/2/1/601</b>
	Title of Tender	<b>REPAIR AND REFURBISHMENT OF MBAMBONGOCU GRAVEL ROAD IN WARD 2</b>
	Closing Date	Refer to tender Advertisement
	Time	Refer to tender Advertisement
Postal address:		PO Box 57, Vryheid, 3100

**F.2.15 Closing Time**

The closing time for submission of Tender Offers is **as per tender advert**. Telephonic, telegraphic, facsimile, telex, electronic or e-mailed tenders will not be accepted.

**F.2.16 Tender Validity**

All tenders shall remain valid for a period of ninety (90) days after the time and date set for the opening of tenders, or until the Tenderer is relieved of this obligation by the Employer, in writing, at an earlier date. However, the Tenderer may be requested in writing, not later than fourteen (14) days before this validity period will lapse, to extend the validity of this tender for a specific period. The written approval of the Tenderer must then be received before the lapsing of the original validity period, in order to remain valid.

Should a Tenderer –

- Withdraw his tender during the period of its validity; or
- give notice of his inability to execute the contract or fail to execute the contract; or
- fail to sign the contract agreement or furnish the required security within the period fixed in the Contract Data or any extended time agreed to by the Employer;

then he shall be liable for and pay to the Employer –

- all expenses incurred in calling for fresh tenders, if it should be necessary;
- the difference between his tender and any less favorable tender accepted either by fresh

tenders being called or by another tender being accepted from those already received.

- any escalation of the final contract price resulting from any delay caused in calling for fresh tenders :

Provided always that the Employer may exempt a Tenderer from the provisions here of, if it is of the opinion that the circumstances justify such exemption.

#### **F.2.19 Access**

Access shall be provided for inspections and testing by personnel acting on behalf of the Employer.

#### **F.2.22 Return of Tender Documents**

Not applicable.

#### **F.2.23 Certificates**

The following certificates must be provided with the tender:

- Tax reference number, Request reference number and PIN obtained from SARS.
- National Treasury Central Supplier Database Compliance Information (CSD), containing registration confirmation status of National Treasury with MAAA" supplier reference number.
- Joint Venture Agreement and Power of Attorney in case of Joint Ventures;
- VAT Registration Certificate from the South African Revenue Services (SARS) if applicable
- Certified company / CC / Trust / Partnership registration certificates;
- Proof that payment for municipal services is up to date not more than 90 days or proof and affidavit that the company reside in the rural area; and
- Certified Copies of Identity Document in the case of one-man concerns
- CIDB certificate must be attached
- Certified letter of good standing
- Fully completed municipal bidding Forms (MBD)

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

The time, date and location for the opening of the tender offers is as follows:

Time: **Refer to tender Advertisement**  
Date: **Refer to tender Advertisement**  
Location / Venue: **Abaqulusi Local Municipality, Cnr High & Mark Street, Vryheid, 3100**

**F.3.5** The two envelope system **will not** apply to this tender.

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

**F.3.11.1** The Abaqulusi Local Municipality has adopted a policy in supporting the legislation applicable to procurement of tenders and management of Construction Contracts. To achieve the roads principles, an environment conducive to emerging and SMME's contractors has to be created. Therefore, the procurement policy adopted by Abaqulusi Local Municipality will be implemented in this contract to give effect to Section 217(2) of the Constitution and as published in Government Gazette no 16085, dated 23 November 1994.

**F.3.11.2** Tenders will be evaluated in two stages in accordance with the standard tender evaluation Method 2 : Financial Offer and Preferences as follows:

STAGE 1 : TEST FOR RESPONSIVENESS/ELIGIBILITY

In order for a tender to be considered responsive, it must comply with **ALL** of the following criteria:

- (a) The tender documentation must be completed and signed in all respects;

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- The Contractor must have the required CIDB grading;
- (b) The tender documentation must include all necessary and applicable documentation as listed in F.2.23 above; and
  - (c) The tender must comply with the eligibility criteria noted in F.2.1; and  
In terms of F.2.11, the following specific criteria must be proven by the tenderer:
    - i) **That the tenderer possesses the necessary on-site, management expertise and capability to carry out the contract**
    - ii) **That the tenderer has the financial capacity to carry out the contract; and**
    - iii) **That the tenderer has ready access to the plant and equipment required to carry out the contract**

The responsiveness of a tender will be assessed by scoring the bid according to the criteria detailed in the table overleaf.

It is incumbent on the Tenderer to ensure that the returnable documents in T2 are completed in sufficient detail to enable the score to be properly assessed. If the information provided renders a specific criterion not being fully complied with, then the bid will be scored on the next criterion down.

**TENDERER'S MUST SCORE A MINIMUM OF 70 POINTS FOR THE BID TO BE ELIGIBLE IN TERMS OF F.2.1 I. ELIGIBILITY CRITERIA**

Criterion	Assessment	Points Awarded	Max Score
Experience of Project Manager	Minimum NQF Level 7 Degree in Civil Engineering / Project Management with experience in general civil or roads projects. Bidder to attached certified copies of the qualifications and certificates.	10	10
	Minimum NQF Level 5 Diploma in Civil Engineering / Project Management with experience in general civil or roads projects . . Bidder to attached certified copies of the qualifications and certificates.	5	
	All other experience.	0	
Experience of full time, site foreman/agent	Minimum 5 years' experience in managing construction of general civil or roads projects. Bidder to attached certified copies of the qualifications and certificates.	10	10
	Minimum 3 years' experience in managing construction of general civil or roads projects . Bidder to attached certified copies of the qualifications and certificates.	5	
	Less than 3 years' experience in managing construction of general civil or roads projects. . Bidder to attached certified copies of the qualifications and certificates.	2	
Specific targeted experience in the construction general civil or roads projects	The contractor and his nominated sub-contractors have successfully completed at least 5 surfaced roads projects. Contractor to submit appointment letters and completion certificates.	30	30
	The contractor and his nominated sub-contractors have successfully completed at least 3-4 surfaced roads projects. Contractor to submit appointment letters and completion certificates.	20	
	The contractor and his nominated sub-contractors have successfully completed at least 1-2 roads projects	10	
Reference check on time performance on previous projects	Recommended by all referees as being competent and capable of executing the work within the expected time frames. (Good)	10	10
	Recommended by all referees as being competent and capable of executing the work with minor delays which are manageable. (Fair)	5	
	All other responses by referees. (Poor)	0	
Reference check on previous performance	Recommended by all referees as being competent and capable of executing the work without qualification. (Good)	20	20
	Recommended by all referees as being competent and capable of executing the work with minor qualifications which are manageable. (Fair)	10	
	All other responses by referees. (Poor)	0	
Plant and Equipment	Well detailed and indicates all key plant and equipment (TLB, tip truck, grader, bituminous mixer and sprayer and roller) required to execute the works is owned by the tenderer	10	10
	Well detailed and indicates all key plant and equipment (TLB, tip truck, grader, bituminous mixer and sprayer and roller) required to execute the works is either owned or will be hired by the tenderer	5	
Bank Rating	Bank Rating A to C	10	10
	Bank Rating below C	0	
<b>MAXIMUM SCORE:</b>			<b>100</b>

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**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.**

**It is the bidder's responsibility to ensure they provide all returnable documents to avoid losing points.**

STAGE 2: FINANCIAL OFFER AND PREFERENCES

All tenders that meet the stage 1 criteria for responsiveness will progress through to the evaluation phase as set out in Returnable F (MBD 5).

**F.3.11.3 Points scored for price (Contract Value more than R 50 000 000)**

The 90/10 preference point system will be used to allocate points for tenders in this category.

**F.3.11.4 Points scored for price (Contract Value less than R 50 000 000)**

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

**It is estimated that tenders on this contract will be evaluated on the 80/20 preference point system**

## Annex F: Standard Conditions of Tender

### (As contained in Annexure F of Board Notice 12 of 2009: Standards for Uniformity in Construction Procurement)

#### F.1 General

##### F.1.1 Actions

**F.1.1.1** The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

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

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

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

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

##### F.1.2 Tender Documents

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

##### F.1.3 Interpretation

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

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

**F.1.3.3** For the purposes of these conditions 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 interests which make it difficult to fulfil his or her duties impartially;
  - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
  - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons

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to be made between offers on a comparative basis;

- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) **organization** means a company, firm, enterprise, association or 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 written reasons for such action upon written request to do so.

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

#### **F.1.6 Procurement procedures**

##### **F.1.6.1 General**

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submission 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 position of tenders shall not apply.

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

**F.1.6.2.3** At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make

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a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

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

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

**F.1.6.3.1 Option 1**

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

**F.1.6.3.2 Option 2**

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

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

**F.2 Tenderer's obligations**

**F.2.1 Eligibility**

**F.2.1.1** Submit a tender offer only if the tenderer 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 to do so prior to the closing time for tenders.

**F.2.2 Cost of tendering**

Accept that, unless otherwise stated in the tender data, 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 complies with the requirements.

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**F.2.3 Check documents**

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

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

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

**F.2.5 Reference documents**

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

**F.2.6 Acknowledge addenda**

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

**F.2.7 Clarification meeting**

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

**F.2.8 Seek clarification**

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

**F.2.9 Insurance**

Be aware that the extent of insurance to be provided by the employer (if any) 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**

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 stated in the tender data, submit alternative tender offers only if a main tender offer, strictly

in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

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

**F.2.13 Submitting a tender offer**

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

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

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

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

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

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

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

**F.2.13.8** Accept that the employer 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 e-mail will be rejected by the employer, unless stated otherwise in the tender data.

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

Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as non-responsive.

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**F.2.15 Closing time**

**F.2.15.1** Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

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

**F.2.16 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 with or without any conditions attached to such extension.

**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 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 total of the prices or substance of the tender offer is sought, offered, or permitted.

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

**F.2.18 Provide other material**

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

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

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

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

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

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

**F.2.21 Check final draft**

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

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

If so instructed by the employer, return all retained tender documents within 28 days after the

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

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

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

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

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

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

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

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

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

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

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

#### **F.3.5 Two-envelope system**

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

**F.3.5.2** Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial

proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

**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, after opening and before detailed evaluation, whether each tender offer properly received:

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

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

- (d) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- (e) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- (f) 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, omissions or discrepancies**

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

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

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

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

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

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting

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

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

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

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

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

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

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

In the case of a financial offer:

- a) Rank tender offers from the most favourable to the least favourable comparative offer.
- b) Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- c) Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in the subclause is repeated.

#### **F.3.11.3 Method 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 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 the 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 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 the sub clause is repeated.

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

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

- a) Score each tender in respect of the financial offer made 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:

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

Where :  $N_{FO}$  is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;  
 $N_P$  is the number of tender evaluation points awarded for preference claimed in accordance with F.3.11.8.  
 $N_Q$  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 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 the sub-clause is repeated.

#### **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:  $N_{FO}$  is the number of tender evaluation points awarded for the financial offer.  
 $W_1$  is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

**Table F.1 : Formulae for calculating the value of A**

Formula	Comparison aimed at achieving	Option 1 <sup>a</sup>	Option 2 <sup>a</sup>
1	Highest price or discount	$A = (1 + \frac{P - P_m}{P_m})$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 - \frac{P - P_m}{P_m})$	$A = P_m / P$
<sup>a</sup> P <sub>m</sub> is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.			

### F.3.11.8 Scoring preferences

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

### F.3.11.9 Scoring quality

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

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

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

where: S<sub>o</sub> is the score for quality allocated to the submission under consideration;  
 M<sub>s</sub> is the maximum possible score for quality in respect of a submission.  
 W<sub>2</sub> is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

### F.3.12 Insurance provided by the employer

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

### F.3.13 Acceptance of tender offer

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

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

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

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, and
- c) other revisions agreed between the employer and the successful tenderer.

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

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

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

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

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

### **F.3.17 Provide copies of the contracts**

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

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

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

## **F4. JOB CREATION REPORTING FOR EPWP**

In order to assist the Employer in complying with the goals of creating EPWP job opportunities, the Contractor must provide the following information for reporting purposes:

### **F4.1 Type of project data required per project**

Every EPWP project shall collect and keep specific project data for the purpose of EPWP progress reporting. ***The data that is required to be kept and maintained for each project includes:***

#### **F4.1.1 Beneficiary data**

A beneficiary list must be maintained for every project. The data required in this beneficiary list is indicated below. This data shall be recorded, checked and signed off by the Contractor on a weekly basis, and shall be submitted to the Employer at each monthly site meeting. The beneficiary list shall contain the following data and shall be kept and maintained on site for audit purposes:

- (a) Beneficiary identity – name, surname, initials, date of birth and identity number (or other unique identifier) plus certified copy of ID book (or other unique identifier).
- (b) Beneficiary profiles – nationality, gender, age, education level and disability status.
- I Monthly work data for beneficiaries – daily wage to be received, number of calendar days training attended and number of calendar days worked.

#### **F4.1.2 Project work data**

This generally seeks to confirm the number of people at work daily on the project. The following data must be recorded and maintained on site by the Contractor, in order that it can be provided by the Employer to the National Department of Public Works upon request when the latter is undertaking sample auditing. The documentation that should be kept includes:

- (a) Daily attendance register – register for each day showing all the workers that were registered as being at work on that day. Attendance registers shall be completed on site on a daily basis and signed off by the Contractor on a weekly basis.
- (b) Summary of monthly attendance.

#### **F4.1.3 Project payment data**

This generally seeks to confirm what was paid, for how much work and to whom. It is required that the Contractor adopt one of the following methods as standard procedure for recording and maintaining this information:

5. Payment register – this is a list of the workers showing the wages paid to each worker, and signed off by each worker as proof of receipt and acceptance of payment. Information on this register must include the name of the worker, either an identity number or other unique identifier, the number of calendar days that the pay period covers, the wage rate and the total wages paid.

#### ***Alternatively,***

- (b) Bank records showing the transfers to each worker account, signed off by the Contractor as proof of payment – these bank records must specifically show the name of the worker, either an identity number or other unique identifier, the period which the pay covers and the total wages paid.

*The project payment data, as recorded and maintained by the Contractor in terms of either (a) or (b) above, must be available and applicable for the entire period for which the Employer claims an incentive reward for person-days of work created in terms of the project.*

#### **F4.1.4 Employment output data**

The Contractor shall submit to the Employer at each monthly site meeting the data necessary to enable the Employer to calculate the following employment output data:

- (a) Number of work opportunities created (where one work opportunity = paid work created for one individual on an EPWP project, for any period of time).
- (b) Number of person-days of work created (where one person-day = one day of work carried out by one individual). The total number of person-days of work created on a particular EPWP project shall be obtained by summing the total number of person-days worked by each individual employed during the course of that EPWP project.
- I Number of Full Time Equivalent (FTEs) created (= total number of person-days of work created on the EPWP project divided by 230 working days). In terms of EPWP policy, one year of work created for one individual is assumed to comprise a total of 230 days of paid work carried out by that individual.
- (d) Average duration of work opportunities created (= total number of person-days of work created on the EPWP project divided by the number of work opportunities created on that EPWP project).
- I Average daily wage rates paid (= accumulated total of the wages paid to all individuals employed on an EPWP project divided by the total number of person-days of work created on that EPWP project).

## T2 Returnable Documents

### T2.1 List of Returnable Documents

The Tenderer must complete the following returnable documents:

**Returnable documents required for tender evaluation purposes only:**

REF	DESCRIPTION
A	Certificate of Attendance at a Tender Site Meeting
B	Record of Addenda to Tender Documents
C	Certificate of Authority of an Entity
D	Registration Certificates of an Entity
E	CIDB Registration
G	Bidder's questionnaire (MBD1)
H	Pricing schedule – firm prices (MBD 3.1)
I	Declaration of Interest (MBD 4)
J	Declaration for Procurement above R10 mil (MBD 5)
K	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (MBD 6.1)
N	Declaration of Bidder's Past Supply Chain Management Practices (MBD 8)
O	Certificate of Independent Bid Determination (MBD 9)
P	Affadavit of Good Standing
Q	Schedule Of All Work Provided For An Organ Of The State Over The Last Five Years
R	Banking Details
S	Schedule of Tenderer's Experience
T	Key Personnel
U	Curriculum Vitae Format of Key Personnel
V	Schedule of Plant and Equipment
W	Schedule of Proposed Sub-Contractors
X	Provisional Programme
Y	Schedule of labour content
Z	Training schedule
AA	Amendments, Qualifications and Alternatives
AB	Copy Workmen's Compensation Registration Certificate (or proof of payment of contributions in terms of the Compensation for Occupational Injuries and Disease Act No. 130 of 1993)
AC	Tax Clearance Certificate
AD	Declaration of Payment of Municipal Services not older than 3 months, Proof of residence of those residing in rural areas.
AD1	Originally certified copies of Directors Identity Document not older than 3 months

**2 Other documents that will be incorporated into the contract:**

AE	Contractor's Health and Safety Declaration
AF	National Treasury's Central Supplier database
AG	Proforma Forms To Be Completed By Successful Tenderer
AH	Contract participation goals

---

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

This is to certify that (*Tenderer*) .....

of (*address*).....

..... was represented by the person(s)  
named below at the compulsory meeting held for all tenderers

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: .....

---

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

We confirm that the following communications received from the Employer 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: .....  
(of person authorised to sign on behalf of the Tenderer)

DATE: .....

**C: CERTIFICATE OF AUTHORITY OF AN ENTITY**

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

(I) Company	(II) Close Corporation	(III) Partnership	(IV) Joint Venture	(V) Sole Proprietor

**6. CERTIFICATE FOR COMPANY**

I ....., chairperson of the Board of Directors of  
 ....., hereby confirm by resolution of the Board  
 (copy attached) taken on ..... 20....., that  
 Mr/Ms ....., acting in the capacity of  
 ....., was authorised to sign all  
 documents in connection with this tender and any contract resulting from it on behalf of the company.

**Signature of Chairman:** .....

**Signature of Signatory:** .....

**As Witnesses:**

1.....  
 Signature Name in Block Letters

2.....  
 Signature Name in Block Letters

**Date:** .....

**(II) CERTIFICATE FOR CLOSE CORPORATION**

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

**Signature of Signatory:** .....

**As Witnesses:**

1.....  
 Signature Name in Block Letters

2.....  
 Signature Name in Block Letters

**Date:** .....

NAME	ADDRESS	SIGNATURE	DATE

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

**(III) CERTIFICATE FOR PARTNERSHIP**

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

.....hereby authorise

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

....., to sign all documents in connection

with the tender for Contract No ..... and any contract resulting from it on our behalf.

**Signature of Signatory:** .....

**As Witnesses:**

1.....  
 Signature Name in Block Letters

2.....  
 Signature Name in Block Letters

**Date:** .....

NAME	ADDRESS	SIGNATURE	DATE

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

**(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.

**Signature of Signatory:** .....

**As Witnesses:**

1.....  
 Signature Name in Block Letters

2.....  
 Signature Name in Block Letters

**Date:** .....

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

**Note:** *This certificate is to be completed and signed by all of the key partners upon who 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.....  
Signature Name in Block Letters

2.....  
Signature Name in Block Letters

**Date:** .....

---

**D: REGISTRATION CERTIFICATES OF AN ENTITY**

**ENTITY REGISTRATION:**

***[Important note to Tenderer: Registration Certificates for Companies, Close Corporations and Partnerships and ID documents for Sole Proprietors, must be inserted here. In the case of a Joint Venture, a copy of a duly signed Joint Venture Agreement clearly setting out the roles and responsibilities of the parties must be included with particular reference to the guarantees required in terms of the Contract Data. The Joint Venture Agreement must also clearly indicate how payment is to be effected to the entity and distributed to the parties]***

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**E: CIDB REGISTRATION**

Tenderer's must also indicate their CIDB registration details in the space provided.  
*(If not registered, attach proof that the enterprise can be registered with the CIDB within 10 days)*

Registered Name	Registration Number

**G: BIDDER'S QUESTIONNAIRE**

**PART A  
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE ABAQULUSI LOCAL MUNICIPALITY					
BID NUMBER:	8/2/1/601	CLOSING DATE:	12/06/2026	CLOSING TIME:	12h00
DESCRIPTION	<b>REPAIR AND REFURBISHMENT OF MBAMBONGOCU GRAVEL ROAD IN WARD 2</b>				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM.					

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

Abaqulusi Local Municipality, Cnr High & Mark Street, Vryheid, 3100
--

<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		AND	CSD No:	

**REQUIEMENTS MUST BE COMPLIED TO CLAIM POINTS ON SPECIFIC GOALS**

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			

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT		DEPARTMENT	PMU MANAGER
CONTACT PERSON		CONTACT PERSON	Mr. P ZWANE
TELEPHONE NUMBER		TELEPHONE NUMBER	034 982 2133
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS		E-MAIL ADDRESS	pzwane@abaqulusi.gov.za

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

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

**1. TAX COMPLIANCE REQUIREMENTS**

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

**2. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

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

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

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

SIGNATURE OF  
BIDDER:.....

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

DATE:.....

**I: DECLARATION OF INTEREST (MBD 4)**

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.

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 favoritism, 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 authorized 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 of bidder or his or her representative:.....

3.2 Identity Number: .....

3.3 Position occupied in the Company (director, trustee, hareholder<sup>2</sup>):.....

3.4 Company Registration Number: .....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number: .....

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

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

3.8.1 If yes, furnish particulars. ....

.....

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

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

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

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

3.9.1 If yes, furnish particulars.....

.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? ..... **YES / NO**

3.10.1 If yes, furnish particulars.

.....  
.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.11.1 If yes, furnish particulars

.....  
.....

3.12 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.**

<b>Full Name</b>	<b>Identity Number</b>	<b>State Employee Number</b>

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

.....  
**Name of Bidder**

---

**J:           DECLARATION FOR PROCUREMENT ABOVE R10 MILLION  
              (ALL APPLICABLE TAXES INCLUDED) (MBD 5)**

**This form shall only be completed if the Tender Sum exceeds R10 million  
(all applicable taxes included).**

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

**YES / NO** (Delete whichever is not applicable)

5. 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.

.....

.....

6. 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** (Delete whichever is not applicable)

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.

.....

.....

.....

.....

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

**YES / NO** (Delete whichever is not applicable)

3.1 If yes, furnish particulars

.....

.....

8. 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** (Delete whichever is not applicable)

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 THE DECLARATION PROVE TO BE FALSE.**

.....  
**SIGNATURE**

.....  
**DATE**

.....  
**POSITION**

.....  
**NAME OF TENDERER**

---

**K: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (MBD 6.1)**

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

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

---

**1. GENERAL CONDITIONS**

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

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

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

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

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

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

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

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

The maximum points for this tender are allocated as follows:

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

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

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

**2. DEFINITIONS**

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

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

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

#### 3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

##### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

- Ps = Points scored for price of tender under consideration  
Pt = Price of tender under consideration  
Pmax = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system)	Number of points allocated (80/20 system)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Locality (Under <b>Abaqulisi Municipality</b> )		20		
Locality (Under <b>KZN</b> )		15		
Locality (Within RSA)		10		
Locality ( <b>Outside of RSA</b> )		0		

**\*CSD to be attached**

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

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

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

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

**N. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)**

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
  - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
  - b. been convicted for fraud or corruption during the past five years;
  - c. 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	<p><b>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?</b> (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</p>	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 CONTRACT, ACTION MAY BE TAKEN  
 AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
**Signature**

.....  
**Date**

---

## O. CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

- 1 This Standard Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

<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.

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**CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD9)**

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I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_

(Bid Number and Description) in response to the invitation for the bid made by:

\_\_\_\_\_

(Name of Institution)

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

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

(Name of 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

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(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.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**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.**

**MUNICIPAL RATES AND SERVICES**

Names of Directors/Partners/Senior Managers	Physical residential address of the Director/Partner/Senior Manager	Residential Municipal Account number(s)	Name of Municipality

**NB: Please attach copy/copies of Municipal Account(s)**

**DECLARATION**

**I, THE UNDERSIGNED (NAME)**

.....

**CERTIFY THAT THE INFORMATION FURNISHED ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....  
 Signature

.....  
 Date

.....  
 Position

.....  
 Name of Bidder

---

**P: AFFADAVIT OF GOOD STANDING THAT WILL BE INCORPORATED INTO THE CONTRACT**

The Tenderer hereby certifies that neither it or any of the principals of the enterprise is listed on the register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector. The Tenderer further certifies that none of its principals have ever been convicted of fraud.

**DECLARATION** *(to be signed in the presence of a Commissioner of Oaths)*

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the firm, confirms that the contents of this Affidavit are within my personal knowledge, and save where stated otherwise to the best of my belief both true and correct.

Signature: .....

Duly authorized to sign on behalf: .....

Address: .....

.....

.....

Telephone:.....

Signed and sworn to before me at.....on

this the .....day of .....by the Deponent, who

has acknowledged that he/she knows and understands the contents of this Affidavit, that its 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 .....

**NOTE : This affidavit comprises one (1) page all of which must be initialed by both the Deponent and the Commissioner of Oaths**

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**Q: SCHEDULE OF ALL WORK PROVIDED FOR AN ORGAN OF THE STATE OVER THE LAST FIVE YEARS**

*[Tenderers are to attach a schedule detailing the name of each project, the organ of state for which the project was undertaken and the date the project was completed. If not complete list the project as "current"]*

**R: BANKING DETAILS**

Tenderers financial capacity to finance and undertake a contract of this nature will also be checked and consequently it is a requirement that the details below be provided. a letter from the bank with bank stamp confirming that the tenderer has an active bank account with the bank or a letter generated online from the Bank .

NAME OF TENDERER					
NAME OF ACCOUNT HOLDER AT BANK					
TYPE OF ACCOUNT (Please tick)	CURRENT/CHEQUE	<input type="checkbox"/>	SAVINGS	<input type="checkbox"/>	TRANSMISSION
BANK					
BRANCH NAME					
ACCOUNT NUMBER					
BRANCH CODE					
BANK TELEPHONE NO					
BANK ADDRESS					
NAME OF BANK MANAGER					
TELEPHONE NUMBER					
FAX NUMBER					
NO OF YEARS ABOVE ACCOUNT HAS BEEN WITH BANK					
CREDIT FACILITIES AVAILABLE (State Amount)					

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

DATE: .....

---

**S: SCHEDULE OF THE TENDERER'S EXPERIENCE**

Tenderers are to provide references for **FIVE (5)** other recent projects (last five years) of a similar nature with which the company has been involved.

The information provided here will be used to evaluate the Tenderer's eligibility to undertake the contract. It is important that the Tenderer ensure that sufficient and legible information is provided to enable the Employer to evaluate the criteria noted in the table in F.3.11.2.

<b>Name and Telephone Number of Client</b>	<b>Project</b>	<b>Name and Telephone Number of Consulting Engineer / Implementing Agent</b>	<b>Details of service provided</b>

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

DATE: .....

## EVALUATION SCHEDULE: CLIENT REFERENCES

The Tenderer shall provide details of his performance on each of the previous projects listed in the "Relevant Experience" returnable schedule. "Client Reference Scorecards" will be completed by each of the respective Clients for the projects listed in the "Relevant Experience" returnable schedule. Uncompleted and Unsigned forms by the client will score zero points.

### The following are to be completed by the Client x 5 Projects

Name of Project:.....

Name of Firm/Bidder:.....

Client/Client Department: .....

Contract Amount:.....

Contract Duration: .....

Actual Contract Duration: .....

<b>Description / Performance</b>	<b>Poor (0)</b>	<b>Fair (1)</b>	<b>Good (3)</b>	<b>Excellent (4)</b>
Cost management				
Timeous compilation of final account/as-built				
Timeous co-operation during the contract				
Quality of service				
Quality of reports				
Performance of resources				
Technical experience of resources				

### Any other remarks considered necessary to assist in evaluation of the Tenderer

Name of Client Representative: .....

Designation: .....

Telephone: .....

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

Client Stamp

**T: KEY PERSONNEL**

In terms of the Project Specification, all unskilled workers are to be locally sourced.

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	
	PDI	NON-PDI	PDI	NON-PDI	PDI	NON-PDI
Construction Manager						
Site Foreman						
Artisans and other Skilled Workers						
Unskilled Workers						

Designation	Names	Project Type	Value of Works	Year Completed
LIC NQF 5 Supervisors				

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

DATE: .....

**U: CURRICULUM VITAE OF KEY PERSONNEL**

The success of this project will largely depend on the ability of the **site foreman** to manage local resources that are largely unskilled. The Tenderer must indicate who they intend using for this function and must list the incumbent's experience.

**Failure to provide proof of a suitable candidate to manage the work on a permanent basis on site during the currency of the contract will result in dis-qualification in terms of Clause F.2.1.**

<b>Project Manager Name:</b>	<b>Years with firm:</b>
<b>Qualifications:</b>	
<b>NQF 5/7 Registration Number:</b>	
<b><u>Employment Record:</u></b>	
<b><u>Experience Record Pertinent to Required Service:</u></b>	
<b>(Indicate no. of years experience managing civil engineering construction projects in building related activities)</b>	

<b>Site Agent Name:</b>	<b>Years with firm:</b>
<b>Qualifications:</b>	
<b>NQF 5/7 Registration Number:</b>	
<b><u>Employment Record:</u></b>	
<b><u>Experience Record Pertinent to Required Service:</u></b>	
<b>(Indicate no. of years experience managing civil engineering construction projects in building related activities)</b>	

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

DATE: .....

<b>Site Foreman Name:</b>	<b>Years with firm:</b>
<b>Qualifications:</b>	
<b>NQF 5/7 Registration Number:</b>	
<b><u>Employment Record:</u></b>	
<b><u>Experience Record Pertinent to Required Service:</u></b>	
<b>(Indicate no. of years experience managing civil engineering construction projects in building related activities)</b>	

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

DATE: .....

**V: SCHEDULE OF PLANT AND EQUIPMENT**

It is important that the Tenderer be able to demonstrate that he/she has adequate plant and equipment to efficiently execute the proposed scope of works.

**The Tenderer's response to this section will be used in assessing the eligibility of the tender offer.**

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

Quantity	Description	Size	Capacity

Attach additional pages if more space is required.

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

Quantity	Description	Size	Capacity

Attach additional pages if more space is required.

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

DATE: .....

**W: SCHEDULE OF PROPOSED SUB-CONTRACTORS**

We notify you that it is our intention to employ the following Sub-Contractors for work on this Tender.				
	<b>Name and Address of Proposed Sub-Contractor</b>	<b>Nature and Extent of Work</b>	<b>CIDB Grading</b>	<b>Previous Experience working with this Sub-Contractor</b>
1.				
2.				
3.				
4.				
5.				

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

DATE: .....



**Y: SCHEDULE OF LABOUR CONTENT**

The tenderer must complete a standard table reflecting the labour force anticipated to be employed on this contract, including labour employed by sub-contractors. The Specified target value is 15%

Type of Labour	Man-Days	Minimum Wage Rate per unit	Total Wage Cost (Excl VAT)
Permanent Staff			
Temporary Staff			
SMME/HDEs Labour			
<b>Total</b>			
<b>Percentage</b>			

Notes to Tenderer:

Labour is defined as hourly paid personal

The penalty for non-compliance during the contract or fraudulent disclosure is discussed in contract data (item 5.13.2) .

The minimum Labour Content for this Project shall be 5 % calculated as the amount spend on labour wage divided by the total value of the project. The minimum job creation targets on the project shall be:

	Total	Women	Youth	Disabled
Work Opportunities	16	2	7	1
Person Days	2352	168	588	84
Training Days	2	2	2	2

---

**Z: TRAINING SCHEDULE**

Name of Training Institution :

Name of Programme :

<b>Trainers Name</b>	<b>Qualification</b>	<b>Subject</b>

***Note to tenderer:***

Provide details here, or attached hereto, the subjects to be covered and the manner in which training is to be delivered.

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

DATE: .....

---

**AB: WORKMANS' COMPENSATION REGISTRATION CERTIFICATE (OR PROOF OF PAYMENT OF CONTRIBUTIONS IN TERMS OF THE COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT NO. 130 OF 1993)**

*[Certified Copy of the Certificate or Proof of Payment thereof obtained from the Workmen's Compensation Commissioner to be inserted here]*

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**AC: TAX CLEARANCE CERTIFICATE**

**IMPORTANT NOTES:**

1. The following is an abstract from the Preferential Procurement Regulations 2017 promulgated with the Preferential Policy Framework Act No 5 of 2000:

**"Tax clearance certificate**

No contract may be awarded to a person who has failed to submit an original valid Tax Clearance matters or Certificate from the South African Revenue Service ("SARS") certifying the taxes of that person to be in order or that suitable arrangement have been made with SARS."

2. The ST 5.1 form, Application for Tax Clearance Certificate (in respect of tenders), must be **completed by the tenderer in every detail and submitted to the Receiver of Revenue** where the tenderer is registered for income tax purposes. The Receiver of Revenue will then furnish the tenderer with a Tax Clearance Certificate that will be valid for 12 months from date of issue. **This Tax Clearance Matters or Certificate must be submitted in the original valid with the tender that is before the closing time and date of the tender.**

Each party to a Consortium/Joint Venture/Sub-contractors must complete a separate Tax Clearance Certificate.

SARS has implemented a new Tax Compliance Status (TCS) system in terms of which a taxpayer is now able to authorize any 3rd party to verify its compliance status in one of two ways: either through the use of an electronic access PIN or through the use of a Original valid Tax Clearance Certificate obtained from the new TCS system. All Bidders are required to provide the following to ABAQULUSI Local Municipality in order to enable it to verify their tax compliance status:

Trading Name: \_\_\_\_\_

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

Request reference number: \_\_\_\_\_ and

PIN: \_\_\_\_\_.

No tender may be awarded to any tenderer whose tax matters have not been declared to be in order by SARS.

***[Tax Clearance information must be provided and attached to this page as requested above as obtained from TCS Systems of SARS]***

***[Failure to provide proof of requested Tax Compliance Status Information will invalidate Service Provider tender offer]***

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**AD: DECLARATION OF PAYMENT OF MUNICIPAL SERVICES**

**DECLARATION TO CERTIFY THAT:**

**THE TENDERER HAS NO UNDISPUTED COMMITMENTS FOR MUNICIPAL SERVICES TOWARDS A MUNICIPALITY OF WHICH PAYMENT IS OVERDUE FOR MORE THAN 30 DAYS**

*[Proof of Payment to be attached to this page]*

**DECLARATION**

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the firm, confirms that there are no undisputed commitments for municipal services towards a municipality of which payment is overdue for more than 30 days to my personal knowledge, and save where stated otherwise to the best of my belief both true and correct.

Signature: .....

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

Address: .....

.....

.....

Telephone: .....

Date: .....

---

**AD1: ORIGINALLY CERTIFIED COPIES OF DIRECTORS IDENTITY DOCUMENT NOT OLDER THAN 3 MONTHS**

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

In terms of the Occupational Health and Safety Act No 85 of 1993 a Contractor may only be appointed to perform key services if the *client* is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the provisions of the Act.

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

**Declaration by Tenderer**

- 1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993) herein after referred to as the "Act"
- 2. I hereby declare that my company has the competence and the necessary resources to safely carry out the services specified under this contract in compliance with the Employer's Health and Safety Specifications.
- 3. I propose to achieve compliance with the Regulations by one of the following:

(a)	From my own competent resources	<b>*Yes / No</b>
(b)	From my own resources still to be appointed or trained until competency is achieved	<b>*Yes / No</b>
(c)	From outside sources by appointment of competent specialist subcontractors	<b>*Yes / No</b>

(\* = delete whatever is not applicable)

- 4. I confirm that copies of my company's approved Health and Safety Plan, will at all times be available for inspection by the *Client's* personnel, MUNICIPALITY officials and inspectors of the Department of Labour.
- 5. 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 Act and that I will be liable for any penalties that may be applied for failure to comply with the provisions of the Act.
- 6. I agree that my failure to complete and execute this declaration to the satisfaction of the *Purchaser* will mean that I am unable to comply with the requirements of the Act and accept that my tender will be prejudiced and may as a result be rejected at the discretion of the *Purchaser*.

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

DATE: .....

---

**AF: NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE**

Tenderers are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. MUNICIPALITY is required to ensure that price quotations are invited and accepted from prospective bidders listed on the CSD. Business may not be awarded to a Tenderer who has failed to register on the CSD. Only foreign suppliers with no local registered entity need not register on the CSD. The CSD can be accessed at <https://secure.csd.gov.za/>. Tenderers are required to provide the CSD summary form and the information below to MUNICIPALITY in order to enable it to verify information on the CSD:

Supplier Number: \_\_\_\_\_ Unique registration reference number: \_\_\_\_\_.

---

**AG: PROFORMA FORMS TO BE COMPLETED BY SUCCESSFUL TENDERER**

- PERFORMANCE GUARANTEE
- DISCLOSURE STATEMENT
- ADJUDICATION BOARD MEMBER AGREEMENT
- PRO FORMA NOTIFICATION FORM IN TERMS OF OHSA 1993 CONSTRUCTION REGULATIONS 2003
- INSURANCE APPLICATION IF TO BE COVERED BY MUNICIPALITY INSURANCE POLICY AS PROVIDED FOR IN THE CONDITIONS OF CONTRACT

**PRO FORMA PERFORMANCE GUARANTEE**

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

**GUARANTOR DETAILS AND DEFINITIONS**

“Guarantor” means: .....

Physical address .....

“Employer” means: .....

“Contractor” means: .....

“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 Contracts as may be agreed in writing between the parties.

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

Amount in words: .....

“Guaranteed Sum” means: The maximum aggregate 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 a suretyship;
  - 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor’s maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
  - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the

- 
- Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
- 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
  - 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
  5. Subject 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 Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
  8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
  9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
  10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
  11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
  12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
  13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
  14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

---

Signed at .....

Date .....

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

Capacity .....

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

Capacity .....

Witness signatory (1) .....

Witness signatory (2) .....

**PRO FORMA DISCLOSURE STATEMENT**

*(Please note that words in italics within brackets are items which should be stated)*

Date:

Contract: **REPAIR AND REFURBISHMENT OF MBAMBONGOCU GRAVEL ROAD IN WARD 2**

Contractor: \_\_\_\_\_

Employer: **Abaqulusi Local Municipality**

Engineer: Mzolo Consulting Engineers

Dear Sirs

I am willing and available to serve as ad-hoc Adjudication Board Member in the abovementioned 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:

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

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

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: .....

---

**PRO FORMA ADJUDICATION BOARD MEMBER AGREEMENT**

*(Please note that words in italics within brackets are items which should be stated)*

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, Third Edition, 2015, 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 Members 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 *(amount)* for *(number)* of months, and /or
  - b. A daily fee of *(amount)* based on a *(number)* hour day, and/or
  - c. A hourly fee of *(amount)*, and/or
  - d. A non-recurrent appointment fee of *(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 amounts so that the fees and expenses are borne equally by the Parties. Late payment of such invoice shall attract interest at prime plus 3% points compounded monthly at the prime rate charged 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*

**PRO FORMA NOTIFICATION FORM IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993, CONSTRUCTION REGULATIONS 2014**

*[This form must be completed and forwarded, prior to commencement of work on site, by all Contractors that qualify in terms of Regulation 3 of the Construction Regulations 2014, to the office of the Department of Labour, available on [www.gpwonline.co.za](http://www.gpwonline.co.za)]*

1. (a) Name and postal address of Contractor:.....  
.....  
(b) Name of Contractor's contact person: .....  
Telephone number: .....
2. Contractor's workman's compensation registration number: .....
3. (a) Name and postal address of client: .....  
.....  
(b) Name of client's contact person or agent: .....  
Telephone number .....
4. (a) Name and postal address of designer(s) for the project: .....  
.....  
(b) Name of designer's contact person: .....  
Telephone number .....
5. Name of Contractor's construction supervisor on site appointed in terms of Regulation 6(1): ..... Telephone number: .....
6. Name/s of Contractor's sub-ordinate 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: .....
11. Estimated maximum number of persons on the construction site: .....
12. Planned number of subcontractors on the construction site accountable to Contractor: .....
13. Name(s) of subcontractors already chosen: .....  
.....  
.....  
.....

SIGNED BY:

CONTRACTOR: ..... DATE: .....

CLIENT: .....

## AH: CONTRACT PARTICIPATION GOALS

### CONTRACT PARTICIPATION GOALS – CONSTRUCTION

#### 1. Objective

The objective of ABAQULUSI Local Municipality's policy is to bring about meaningful transformation in the built environment construction industry through the following:

- Meaningful Economic Participation;
- Local Economic Development;
- Transfer of Technical, Management and Entrepreneurial Skills; and

#### 2. Contract Participation Goals

Contract Participation Goal (CPG) – the value of goods, services and works paid to one or more targeted enterprise(s) exclusive of the following:

- Cost of major strategic materials such as pipes, valves, pump sets, electrical switch gear, instrumentation, generator and gantry crane;
- All allowances, and any Value Added Tax or sales tax which the law requires the employer to pay to the contractor;

The CPG is expressed as a percentage of the contract amount. The special materials are to be defined and agreed upon prior to going out to tender.

ABAQULUSI Local Municipality requires Contract Participation Goals (CPG) of the value of goods, services and works paid to one or more targeted enterprises to comply with the 2022 Regulations pertaining to the Preferential Procurement Policy Framework Act.

A person awarded a contract may only enter a subcontracting arrangement with the approval Of ABAQULUSI Municipality:

- a) Bidders who are not from within Abaqulusi Local Municipal area and have been appointed for a bid above R4m to R9 999 999.00 will where feasible be required to subcontract five (5%) percent of the work to an inexperienced contractor from within the municipality. Special conditions on the bid document must include the transfer of skills and mentoring.
- b) Bidders who are not from within Abaqulusi Local Municipal and have been appointed for a bid above R10m to R14 999 999.00 will where feasible be required to subcontract ten (10%) percent of the work to an inexperienced contractor from within the municipality. Special conditions on the bid document must include the transfer of skills and mentoring.
- c) Bidders who are not from within Abaqulusi Local Municipal and have been appointed for a bid above R15m to R19 999 999.00 will where feasible be required to subcontract fifteen (15%) percent of the work to an inexperienced contractor from within the municipality. Special conditions on the bid document must include the transfer of skills and mentoring. within the municipality. Special conditions on the bid document must include the transfer of skills and mentoring.
- d) Bidders who are not from within Abaqulusi Local Municipal and have been appointed for a bid above R30m and above will where feasible be required to sub-contract thirty (30%) percent of the work to an inexperienced contractor from within the municipality. Special conditions on the bid document must include the transfer of skills and mentoring.

#### 3. Applicability

The CPG target is applicable to all civil, building and related construction supply projects and sort of contracts for Contractors with a CIDB grading of 5CE/GB, 6 CE/GB or higher in the Civil Engineering and General Building classes of works and may be achieved through any of the following mechanisms/approaches:

- Joint Venture
- Partnership

- Sub-contracting

The requirements of a contract participation goal apply only to:

- Construction works contracts in the General Building (GB) and to Civil Engineering (CE) classes of construction works;
- construction works contracts of an estimated minimum project duration of 3 months;

It is envisaged that such mechanisms/approaches will involve two or more entities, one being an established or developed enterprise (or JV) and the other(s) being one or more targeted enterprise(s).

These are defined in the table below.

Intention is for skills to be transferred from the developed enterprise to the targeted enterprise hence joint ventures formed by two or more targeted enterprises are not desirable. Engaging sub-contractors will be a preferred method.

### Pre-qualification criteria for preferential procurement

To comply with Abaqulusi LM Supply chain management policy and Preferential Procurement Policy Regulations of 2022, issued in line with the Preferential Procurement Framework, Act 2000

**Preference to be given in all cases to targeted enterprises located within the boundaries of Abaqulusi Local Municipality.**

#### 4. Application

- The CPG ratio calculation is to be based on the Tender Value (excluding VAT, contingencies and CPA) less the cost of special materials *[indicated as such in the tender document]* to be procured by the Contractor but including the Contractor's mark-up value of these materials.
- The distribution of the work according to the CPG ratio must be across the various levels of management, supervision, artisans and labour within the contract to ensure that a transfer of skills occurs at all these levels.

Example of CPG targets for Contractors:

Job Function / Work Package	Type of Enterprise	Maximum % Contract Value / Hours	Type of Enterprise	Minimum % Contract Value / Hours
Contracts Manager / Site Agent	Developed	70%	Targeted	30%
Foreman	Developed	70%	Targeted	30%
Skilled Labour	Developed	70%	Targeted	30%
Unskilled labour	Developed	70%	Targeted	30%
Labour	Maximise use and training of LOCAL LABOUR			
<b>Overall</b>	<b>Developed</b>	<b>70%</b>	<b>Targeted</b>	<b>30%</b>

- Specific construction activities, such as haulage, excavation and the like, may be allocated in total to targeted enterprises where this will enable these enterprises to become better established in these specialized activities.
- Rates paid to targeted enterprises must be no less than those paid to a developed enterprise to undertake the same task or function.

#### 5. Reporting

For each monthly invoice submitted by the main Contractor, on a contract where the CPG target is applicable, the split between the Developed Enterprise(s) and the Targeted Enterprise(s) claim must be clearly articulated to enable the CPG targets to be easily and regularly monitored.

## 6. Eligibility Criteria

- For tenders where the CPG target is applicable, those that **do not** offer a minimum CPG of 30% **according to the requirements mentioned above** will be deemed **ineligible** but CPG should not be exceeding 40%.
- CIDB registration requirement for both main and targeted partner where applicable.
- Eligibility criteria for the Developed and Targeted enterprises shall be separated.
- The onus is on the developed enterprise to ensure that their targeted partner meets the criteria for targeted enterprises

### Eligibility criteria for Targeted Enterprise

1. Developed enterprise must not have equity holding exceeding 20%, either directly or through a flow-through principle
2. CIDB registration >1 (GB, CE, ME and EB)
3. SARS registration and tax clearance
4. CIPC registration

### Monitoring of Contractual Obligations

- Agreement between developed and target partner to be submitted within 14 days from date of award clearly providing detailed work packages to be performed by the targeted enterprise
- Payment Certificates from the targeted partner indicating work packages performed CIDB document
- Site visits
- Interviews with targeted partner's staff to cover:
- Confirmation that targeted partner has been paid for services rendered
- Confirmation of skills transfer
- Performance management

### Penalties for not achieving the minimum CPG or finishing late

In the case where the minimum CPG value is not achieved, the Contractor will be penalized as follows:

- The CPG amount not achieved in Rands will be multiplied by a factor of 0.7. The factored amount in Rands will be deducted from the Contractor's final certificate.
- The contractor is to support and mentor the Targeted Enterprise(s) to achieve the project milestones as part of the objectives to transfer Technical, Management and Entrepreneurial skills.

### Annexes:

- a) Declaration by Targeted Enterprise
- b) Targeted Enterprise Company profile

### **Targeted Enterprise Declaration**

(To be completed separately for each Targeted Enterprise and attached hereto)

<b><u>Targeted Enterprise Details</u></b>	
Company Name:	_____
CIDB Registration No.:	_____
Contact Person:	_____
Designation of Contact Person:	_____
Office No.:	_____ Fax No.:
Cell phone No.:	_____
Email:	_____

<b><u>Ownership by Designated Black People</u></b>	
Name: _____	Surname: _____
ID No.: _____	Citizenship: _____
Equity Holding: _____	Gender: _____
Contact No.: _____	Email: _____
Name: _____	Surname: _____
ID No.: _____	Citizenship: _____
Equity Holding: _____	Gender: _____
Contact No.: _____	Email: _____
Name: _____	Surname: _____
ID No.: _____	Citizenship: _____
Equity Holding: _____	Gender: _____
Contact No.: _____	Email: _____

<b><u>Employee Details</u></b>	
Number of permanent Employees other than the owner: _____	
<b><u>Name</u></b>	<b><u>Identity No.</u></b>
_____	_____
_____	_____
_____	_____
<b><i>NB: Please attached copies of letters of employment</i></b>	

<b><u>Developed Enterprise / Main Contractor</u></b>	
Company Name:	_____
CIDB Registration No.:	_____
<b><u>Project Description</u></b>	
Tender No.:	_____
Project Description:	_____
_____	_____

**Contract Participation for Targeted Enterprise**

Total value of Contract excluding VAT, Allowances, CPA: \_\_\_\_\_

Total value of contract participation by targeted enterprise: \_\_\_\_\_

Percentage (%) contract participation by targeted enterprise: \_\_\_\_\_

**Broad description of work to be performed by the targeted enterprise:**

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

**Declaration by Targeted Enterprise**

I/We, the undersigned warrant that:

- If \_\_\_\_\_ (developed enterprise) is successful in being awarded the above contract, I/we will enter into a formal sub-contract agreement.
- \_\_\_\_\_ (developed enterprise) does / does not have equity shareholding in targeted enterprise which is less than 20% in targeted enterprise  
(delete whichever is not applicable)
- I / We are duly authorized to sign on behalf of the targeted enterprise.

**Name:** \_\_\_\_\_ **Designation:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

-----

**On behalf of the Developed Enterprise:**

I, the undersigned warrant that :

I am duly authorised to sign on behalf of the Developed Enterprise.

**Name:** \_\_\_\_\_ **Designation:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Witness 1:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
(Name & Signature)

**Witness 2:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
(Name & Signature)



**CONTRACT SCHEDULE FOR TARGETED ENTERPRISES**

Name of Targeted Enterprise	Category <sup>1</sup>	Targeted Enterprise Status	Scope of contract <sup>2</sup>	Value of contract (excluding value added tax)

1. Insert one of the following:  
PC = prime contractor  
SC = subcontractor  
SP = Contractor
2. Give broad description of Service / Goods

**Summary of CPG Requirements for this tender**

<b>WORK PACKAGES IDENTIFIED TO ACHIEVE CPG REQUIREMENTS</b>	<b>VALUE OF WORK</b>
1.	R
2.	R
3.	R
4.	R
5.	R
6.	R
7.	R
8.	R
Total Value of CPG Ex. Vat and Allowances	R
Tendered Value for works as per the Pricing Schedule on the Summary Page of the Activity Schedule	R
Percentage Participation (Total Value / Tendered Value * 100)	%

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

DATE: .....

---

**DECLARATION REGARDING CONTRACT PARTICIPATION GOALS**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

**ABAQULUSI LOCAL MUNICIPALITY**

do hereby make the following declaration and certify the statements contained herein 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 Declaration and the fully completed bid document accompanying this declaration;
2. I understand and declare that the accompanying bid will, and must, be disqualified if this Declaration is found not to be true and complete in every respect;
3. I understand and declare that in the event that this bid is successful, I will be required to, and shall, fully implement the commitments that are submitted with this bid. in particular regarding the Bidder's contract participation goals and commitments towards the allocation of certain portion of the contract to qualifying targeted enterprises. Failure to implement such commitments as outlined in the bid document and or failure to provide the relevant information within the prescribed period as determined in the Letter of Intention to Award the Bid, shall automatically disqualify this bid from further consideration and the Employer has the right to, and must, then award the bid to the next highest ranked bidder; and as a result I or the bidder or any of its directors shall have no recourse against ABAQULUSI Local Municipality.
4. I am authorized by the bidder to sign this Declaration, and to submit the accompanying bid, on behalf of the bidder;
5. 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;
6. I am aware that, and do consent to, the disqualification of my or the bidder's future bids with ABAQULUSI Local Municipality in the event that the commitments made herein are not fulfilled and that such non-fulfilment amounts to abuse of ABAQULUSI Local Municipality's supply chain policies and procedures and/or empowerment objectives which must be penalized, over and above the contractual sanctions as agreed to in line with the contract signed with ABAQULUSI Local Municipality, with a sanction of restricting me and or my company (the bidder) and or any of its directors from conducting business with ABAQULUSI Local Municipality for a period not exceeding ten (5) years.

7. I consent that should my company (the Bidder) deviate from the commitments and the spirit of the CPG objectives as agreed to, shall amount to a repudiation of the contractual arrangement between the two parties (ABAQULUSI Local Municipality and the Bidder); and ABAQULUSI Local Municipality have the right to terminate the contract with immediate effect and without giving my company (the Bidder) prior notice to remedy the breach.

\_\_\_\_\_  
Full Names & Surname  
(Duly Authorised)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

\_\_\_\_\_  
Name of Bidder

Witness 1

\_\_\_\_\_  
Full Names & Surname

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Witness 2

\_\_\_\_\_  
Full Names & Surname

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## VOLUME 2: CONTRACT

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# C1 AGREEMENTS AND CONTRACT DATA

## C1.1 FORM OF OFFER AND ACCEPTANCE

### OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of the **TENDER NO: 8/2/1/601, REPAIR AND REFURBISHMENT OF MBAMBONGOCU GRAVEL ROAD IN WARD 2**. The Tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

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

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

.....  
.....Rand (*In words*)  
R..... (*in figures*)

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

**Signature:** (*of person authorized to sign the tender*): .....

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

**Capacity:** (*of Signatory*): .....

**Name of Tenderer:** (*organization*): .....

**Address:** .....  
.....

**Telephone number:** ..... **Fax number:** .....

**Witness:**

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

**Date:** .....

---

## ACCEPTANCE

By signing this part of this form of offer and acceptance, the Employer identified below accepts the Tenderer's offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the Tenderer's offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract are contained in:

- Part C1 Agreements and contract data, (which include this agreement)
- Part C2 Pricing data
- Part C3 Scope of work
- Part C4 Site information

and drawings and documents or parts thereof, which may be incorporated by reference into the above listed parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable 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 form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

The Tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's agent (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect 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 working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

### For the Employer:

**Signature:** .....

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

**Capacity:** .....

**Name of Employer:** ABAQULUSI LOCAL MUNICIPALITY

**Address:** Cnr High & Mark Street, Vryheid, 3100

### Witness:

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

**Date:** .....

---

## SCHEDULE OF DEVIATIONS

### Notes:

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

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

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

**For the Tenderer:**

**For the Employer:**

\_\_\_\_\_

**Signature**

\_\_\_\_\_

\_\_\_\_\_

**Name**

\_\_\_\_\_

\_\_\_\_\_

**Capacity**

\_\_\_\_\_

**Name and address of organization:**

**Name and address of organization:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Witness Signature**

\_\_\_\_\_

\_\_\_\_\_

**Witness Name**

\_\_\_\_\_

\_\_\_\_\_

**Date**

\_\_\_\_\_

---

**CONFIRMATION OF RECEIPT**

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

the \_\_\_\_\_ (day)

of \_\_\_\_\_ (month)

20 \_\_\_\_\_ (year)

at \_\_\_\_\_ (place)

**For the Contractor:**

.....  
**Signature**

.....  
**Name**

.....  
**Capacity**

**Signature and Name  
of Witness:**

.....  
**Signature**

.....  
**Name**

## C1.2 CONTRACT DATA

### C1.2.1 CONDITIONS OF CONTRACT

#### C1.2.1.1 GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works Third Edition 2015 published by the South African Institution of Civil Engineering are applicable to this contract. Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (Tel: 011-805 5947 and [www.saice.org.za](http://www.saice.org.za)).

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

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

#### VARIATIONS TO THE GENERAL CONDITIONS OF CONTRACT

##### PART 1: DATA TO BE PROVIDED BY THE EMPLOYER

REF. CLAUSE NO.	DATA BY EMPLOYER	
1.1.13	The Defects Liability Period is:	12 months
1.1.1.15	The name of the Employer is:	Abaqulusi Local Municipality
1.1.1.26	The Pricing Strategy is:	Re-measurement
1.2.1.2	The address of Employer:	
	<u>Physical:</u>	<u>Postal:</u>
	Cnr High & Mark Street	PO Box 57
	Vryheid, 3100	Vryheid, 3100
	Telephone No: (034) 982 2133	Fax No: (034) 980 9637
1.1.1.16	Name of Engineer:	Mzolo Consulting Engineers
1.2.1.2	Address of Engineer:	
	<u>Physical:</u>	<u>Postal:</u>
	07 Fairhaven, 4 Coronation RD	07 Fairhaven, 4 Coronation RD
	PMB, 3201	PMB, 3201
	Telephone No :031 001 8932 e-mail: admin@mzoloconsulting.co.za	Fax No: 086 425 6243

REF. CLAUSE NO.	DATA BY EMPLOYER
5.3.1	<b>The documentation required before commencement with Works execution are:</b>
	<ul style="list-style-type: none"> <li>• Initial programme (Refer to Clause 5.6)</li> <li>• Insurance (Refer to Clause 8.6)</li> </ul>
5.3.2	<b>The time to submit the documentation required before commencement with Works execution is:</b> 7-14 Days
5.8.1	<p><b>Non-working days are:</b> Sundays</p> <p><b>The special non-working days are:</b> Public holidays and the year-end break which commences on the first working day after 15 December and ends on the first Tuesday after 5 January of the next year.</p>
5.13.1	<b>The penalty for failing to complete the Works is:</b> the lesser of R2500 or 1/20 of 1% of the offered total of prices excluding VAT per calendar day.
5.13.2	<b>The penalty for non-compliance during the contract or fraudulent disclosure is:</b> R500 excluding VAT per calendar day until the contractor becomes compliant.
5.16.3	<b>The latent defect period is:</b> 5 years
6.5.1.2.3	<p><b>The percentage allowances to cover overhead charges:</b></p> <ul style="list-style-type: none"> <li>• 10% of the gross remuneration of workmen and foremen actually engaged in the daywork; and</li> <li>• 10% on the net cost of materials actually used</li> </ul>
6.8.2	<b>Contract Price Adjustment</b> will not be applicable.
6.10.1.5	<b>The percentage advance on materials not yet built into the Permanent Works is:</b> 80% provided a cession in favor of the Employer is provided from both the supplier and the Contractor.
6.10.3	<b>The limit of retention money is:</b> 10% of each payment certificate up to a maximum of 5% of the offered total of prices excluding VAT.
6.10.4	<b>Payment period:</b> The Employer shall pay the amount due to the Contractor within 30 days of receipt by the Employer of the payment certificate signed by the Employers Agent.
8.6.1	<p><b>INSURANCE EFFECTED BY THE EMPLOYER</b></p> <p>The Employer will not provide any insurance.</p> <p>The Contractor may request that the Contract Works Insurance, SASRIA Special Risks Insurance and Public Liability Insurance be included on the Employer’s Insurance Policy. The cost of this insurance will then be for the Contractor’s account and will be deducted from money due to the Contractor.</p> <p>The Contractor will also be liable for the cost of any deductibles (first amount payable).</p> <p><b>INSURANCE EFFECTED BY THE CONTRACTOR</b></p> <p>a) The Contractor and Sub-contractor shall where applicable provide as a minimum the following:</p> <ul style="list-style-type: none"> <li>i) Contract Works, SASRIA and Public Liability Insurance;</li> <li>ii) Insurance of Construction Plant and Equipment (including tools offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement;</li> <li>iii) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act (COID) Act No 130 of 1993;</li> <li>iii) Employers Common Law Liability Insurance with a limit of indemnity of not less than R 1 000 000.00;</li> <li>iv) Motor Vehicle Liability Insurance comprising (as a minimum) “balance of Third Party” Risks including Passenger Liability indemnity of not less than R 1 000 000.00 (one million Rand) ; and</li> <li>v) Where the Contract involves manufacturing and/or fabrication of the Works or parts thereof at premises other than at the Contract Site the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the Works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest</li> </ul>

	<p>in such Works during manufacture or fabrication then such interest shall be noted by the endorsement to the relevant Policies of Insurance.</p> <p>The Contractor shall within fourteen (14) days of commencement of the contract produce to the Employer the relevant Policies of Insurance.</p> <p>Notwithstanding anything elsewhere contained in this Contract without limiting the obligations liabilities or responsibilities of the Contractor in any way whatsoever (including but not limited to any requirement for the provision by the Contractor of any other insurances) the Employer may, on behalf of the Contractor, effect and maintain as appropriate in the joint names of the Employer the Contractor and where the relevant Sub-contractors the following insurances which are subject to the terms, limits, exceptions and conditions of the Policy.</p> <p><b>CONTRACT WORKS AND SASRIA SPECIAL RISKS INSURANCE</b> – which will provide cover against accidental physical loss or damage to the Works, Temporary Works and materials intended for incorporation in the Works.</p> <p><b>PUBLIC LIABILITY</b> Insurance – which will provide indemnity against legal liability in the event of accidental death of or injury to third persons and/or loss of or damage to third party property arising directly from the execution of the contract and occurring during the period of insurance with a limit of indemnity of <b>Error! Reference source not found.</b>.00 in respect of all claims arising from any one occurrence or series of occurrences consequent on or attributable to one source or original cause.</p> <p>The Employer shall pay the premium in connection with the insurance effected by the Employer and recover all costs associated therewith from money due to the Contractor.</p> <p>Any further clarification of the scope of cover provided by the policies arranged by the Employer should be obtained from the Employer or their Insurance Brokers, Aon South Africa (Pty) Ltd, Telephone (031) 566 6000, e-mail <a href="mailto:carolrapson@aon.co.za">carolrapson@aon.co.za</a>, attention Carol Rapson.</p> <p>In the event of any occurrence which is likely to or could give rise to a claim under the insurances arranged by the Employer the Contractor shall:-</p> <ul style="list-style-type: none"> <li>(i) in addition to any statutory requirement or other requirements contained in the Contract immediately notify the Employer’s Insurance Brokers or the Insurers by telephone, telefax giving the circumstances nature and an estimate of the loss or damage or liability;</li> <li>(ii) complete a claims advice form available from the insurance brokers to whom the form must be returned without delay; and</li> <li>(iii) negotiate the settlement of claims with the Insurers through the Employer’s insurance brokers and shall when required to do so obtain the Employer’s approval of such settlement.</li> </ul> <p>The Employer and Insurers shall have the right to make all and any queries on the site of the Works or elsewhere as to the cause and the results of any such occurrence and the Contractor shall co-operate in the carrying out of such enquiries.</p> <p>The Contractor will be liable for the amount of the deductible (First Amount Payable) in respect of any claim made by or against the Contractor or Sub-contractors under the insurance effected by the Employer.</p> <p>Any amount which becomes payable to the Contractor or any of his Sub-contractors as a result of a claim under the Contract Works Insurance shall if required by the Employer be paid net of the deductible to the Employer who shall pay the Contractor from the proceeds of such payment upon rectification repair or reinstatement of the loss or damage but this provision shall not in any way affect the Contractor’s obligations and liabilities or responsibilities in terms of the Contract.</p>
<p><b>8.6.1.1.3</b></p>	<p>R Nil</p>
<p><b>10.5.3</b></p>	<p><b>The number of Adjudication Board Members to be appointed is: Nil</b></p>

**PART 2: DATA TO BE PROVIDED BY CONTRACTOR**

REF. CLAUSE No	DATA BY CONTRACTOR						
1.1.1.9	<b>Name of Contractor:</b>						
1.2.1.2	<b>Address of Contractor:</b>						
	<u>Physical:</u> ..... <u>Postal:</u> .....						
	.....						
	.....						
	<u>e-mail:</u> .....						
	<u>Telephone No:</u> ..... <u>Fax No:</u> .....						
1.1.1.14	<b>Time for achieving Practical Completion of the whole of the Works is:</b> _____(Max 32 weeks)						
6.2.1	<b>The security to be provided by the Contractor shall be one of the following:</b> VAT is to be excluded from the Contract Sum/ value of Works for calculating the percentages						
	<table border="1" style="width: 100%;"> <thead> <tr> <th style="text-align: center;">Type of Security</th> <th style="text-align: center;">Contractor's choice Indicate "Yes" or No"</th> </tr> </thead> <tbody> <tr> <td>Cash deposit of 10% of the Contract Sum</td> <td></td> </tr> <tr> <td>Performance guarantee of 10% of the Contract Sum</td> <td></td> </tr> </tbody> </table> <p><b>Note that additional retention in lieu of surety will not be allowed.</b></p>	Type of Security	Contractor's choice Indicate "Yes" or No"	Cash deposit of 10% of the Contract Sum		Performance guarantee of 10% of the Contract Sum	
Type of Security	Contractor's choice Indicate "Yes" or No"						
Cash deposit of 10% of the Contract Sum							
Performance guarantee of 10% of the Contract Sum							

**C1.2.2 AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993**

THIS AGREEMENT is made between .....  
(hereinafter called the Employer) of the one part, herein represented by: .....

.....  
in his capacity as: .....

AND: .....

(hereinafter called the Contractor) of the 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: TENDER NO: 8/2/1/601, REPAIR AND REFURBISHMENT OF MBAMBONGOCU GRAVEL ROAD IN WARD 2**

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. ....

---

## **C.2 PRICING DATA**

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

#### **1. GENERAL**

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

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

The Bill of Quantities has been drawn up generally in accordance with Civil Engineering Quantities 1990 issued by the SA Institution of Civil Engineers.

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

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

The quantities given in the Bill of Quantities are estimates only, and subject to re-measuring during the execution of the work. 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 Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Bill of Quantities and in accordance with the General and Special Conditions of Contract, the Specifications and 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 Bill 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 Bill of Quantities, payment for the work done under such items will be made in accordance with Clause 6.6 of the General Conditions of Contract 2015. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

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

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

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

Each item shall be priced and extended to the "Total" 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 Contractor omits to price any items in the Bill 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.

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

- (a) an alternative item or material is contemplated;
- (b) variations of specified components in the make-up of a pay item may be expected; and
- (c) no work under the item is foreseen at 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.

All rates and amounts quoted in the Bill 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 Bill of Quantities.

## **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 initialed by the Tenderer.

## **7. ARITHMETICAL ERRORS**

Arithmetical errors found in the Bill of Quantities as a result of faulty multiplication of addition, will be corrected by the Engineer at the tender evaluation stage, in accordance with the procedure set out in the Tender Data.

## **8. MONTHLY PAYMENTS**

Unless otherwise specified in the Specifications and Project Specifications, progress payments in Interim Certificates, referred to in Clause 6.10 of the General Conditions of Contract 2015, in respect of "sum" items in the Bill of Quantities shall be by means of interim progress installments 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.

## **9. UNITS OF MEASUREMENT**

The units of measurement described in the Bill of Quantities are metric units for which the standard international abbreviations are used. Non-standard abbreviations which may appear in the Bill of Quantities are as follows:

No.	=	number	PC sum	=	Prime cost sum
%	=	percent	Prov sum	=	Provisional sum

## **10. PRODUCT NAMES OR SIMILAR APPROVED**

Wherever reference has been made to product names, it also includes all similar MUNICIPALITY approved product names. Should alternative products be included, all relevant information to be supplied for approval by MUNICIPALITY.

**11. PAYMENT FOR THE LABOUR-INTENSIVE COMPONENT OF THE WORKS:**

Those parts of the works to be constructed using labour-intensive methods are marked in the bill of quantities with the letters LI either in a separate column or as a prefix or suffix against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a deviation from the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand and this clause does not over-ride any of the requirements in the generic labour-intensive specification in the Scope of Works.

Where minimum labour intensity is specified in the design, the contractor is expected to use their initiative to identify additional activities that can be done labour-intensively in order to comply with the set minimum labour intensity targets.

Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict

**12. LINKAGE OF PAYMENT FOR LABOUR-INTENSIVE COMPONENT OF WORKS TO SUBMISSION OF PROJECT DATA**

The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframes stipulated by the Employer. The contractor's invoices shall not be paid until all pending labour information has been submitted. The client may institute a penalty relating to outstanding labour information.

The following information shall be maintained on site and submitted in electronic/hard copy formats:

- Certified ID copies of all locally employed labor
- Signed Contracts between the employer and the EPWP Participants
- Attendance Registers for the EPWP Participants
- Proof of Payment of EPWP Employees
- Monthly Reporting Template as per EPWP requirements

**C2.2**

Contract Number XXX

Abaqulusi  
Local Municipality

**CONTRACT No. 8/2/1/601**  
**MBAMBONGOCU GRAVEL ROAD WARD 2**

**SECTION 1300**

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
13	<b>CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS</b>				
13,01	The contractor's general obligations:				
	(a) Fixed obligations	L/sum	1		
	(c) Time-related obligations	month	4		
B13.02	Personal Protective Equipment (EPWP Overalls)				
	(a) P C Sum to cover the provision of Personal Protective Equipment (EPWP Overalls) as directed by the Engineer.	P C Sum	1	R20 000,00	R20 000,00
	(b) Handling costs and profit in respect of sub item B13.02(a) above.	%	R20 000,00	R0,10	R2 000,00
Total Carried Forward To Summary					

**MBAMBONGOCU GRAVEL ROAD WARD 2**

**SECTION 1500**

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
15.00	<b>ACCOMMODATION OF TRAFFIC</b>				
15,03	Temporary traffic-control facilities:				
	(a) Flagmen	man-day	10		
	(b) Road signs,R-and TR-series, (900mm diameter)	No	2		
	(c) Road signs, TW series,(1200mm sides)	No	2		
	(d)Permanet sign	No	8		
Total Carried Forward To Summary					

**CONTRACT No.**

**MBAMBONGOCU GRAVEL ROAD WARD 2**

**SECTION 1600**

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
16,00	<b>OVERHAUL</b>				
B16.02	Overhaul on material hauled in excess of 1,0 km (ordinary overhaul)	m <sup>3</sup> km	29920		
Total Carried Forward To Summary					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
17,00	<b>CLEARING AND GRUBBING</b>				
B17.01	Clearing and grubbing	m <sup>2</sup>	5500		
Total Carried Forward To Summary					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
21,00	<b>DRAINS</b>				
21,01	<p>Excavation for open drains:</p> <p>(a) Excavating soft material situated within the following depth ranges below the surface level:</p> <p>(i) 0 m up to 1,5 m</p> <p>(b) Extra over subitem 21.01(a) for excavation in hard material, irrespective of depth</p> <p>c) 600mm diameter</p> <p>Construct headwalls (using loose rock sourced on site) complete as per details shown on the drawing for:</p> <p>d) 600mm dia. Pipe</p> <p>Cast in-situ lining to concrete drains (grade 20/19)</p> <p>Plain Pitching</p> <p>Earth drain with beams @200m</p>	<p>m<sup>3</sup></p> <p>m<sup>3</sup></p> <p>m</p> <p>no</p> <p>m<sup>3</sup></p> <p>m<sup>2</sup></p> <p>m</p>	<p>1500</p> <p>75</p> <p>56</p> <p>14</p> <p>18,9</p> <p>9,45</p> <p>10</p>		
Total Carried Forward To Summary					

**CONTRACT No.**  
**MBAMBONGOCU GRAVEL ROAD WARD 2**

**SECTION 3100**

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>31,00</b>	<b>BORROW MATERIALS</b>				
31,01	Excess overburden	m <sup>3</sup>	10		
31,03	Finishing-off borrow areas in:				
	(b) Intermediate material	ha	0,5		
B31.04	Quarry Rehabilitation	PC Sum	1	R30 000 ,00	R30 000,00
Total Carried Forward To Summary					

**CONTRACT No.**  
**MBAMBONGOCU GRAVEL ROAD WARD 2**

**SECTION 3200**

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>32,00</b>	<b>SELECTION, STOCKPILING AND BREAKING-DOWN THE MATERIAL FROM BORROW PITS, CUTTINGS AND EXISTING PAVEMENT LAYERS, AND PLACING AND COMPACTING THE GRAVEL LAYERS</b>				
32,04	Removal of oversize pavement material	m <sup>3</sup>	10		
Total Carried Forward To Summary					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<p><b>33,00</b></p> <p>B33.10</p>	<p><b>MASS EARTHWORKS</b></p> <p>Roadbed preparation and the compaction of material:</p> <p>(a) Cut to spoil, including free-haul up to 1,0km. Material obtained from; (a) Soft excavation; (b) Intermediate; (c) Hard excavation; (d) Boulder</p> <p>(b) Compaction to 90% of modified AASHTO density</p>	<p>m<sup>3</sup></p> <p>m<sup>3</sup></p>	<p>935</p> <p>935</p>		
Total Carried Forward To Summary					

**CONTRACT No.**  
**MBAMBONGOCU GRAVEL ROAD WARD 2**

**SECTION 3400**

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
34,00	<b>PAVEMENT LAYERS OF GRAVEL MATERIAL</b>				
B34.01	Pavement layers constructed from gravel taken from cut or borrow, including free-haul up to 1,0 km:  (h) Gravel wearing course compacted to:  (ii) 93% of modified AASHTO density (150mm thickness)	m <sup>3</sup>	935		
Total Carried Forward To Summary					

**CONTRACT No.**  
**MBAMBONGOCU GRAVEL ROAD WARD 2**

**SECTION 5900**

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
59,00	<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	1		
Total Carried Forward To Summary					

**CONTRACT No.**  
**MBAMBONGOCU GRAVEL ROAD WARD 2**

**DAYWORKS**

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
59,00	<b>PART D: DAYWORKS</b> (as specified in Part D of the Project Specifications)				
D1	<b>Personnel</b>				
	(b) Unskilled labour	Hour	4		
	(c) Skilled labour	Hour	4		
	(d) Foreman	Hour	4		
D2	<b>Plant</b>				
	(a) TLB (4x4)	Hour	4		
	(b) Water CAT	Hour	4		
	(c) Grader (140G)	Hour	4		
Total Carried Forward To Summary					

**CONTRACT No.**  
**MBAMBONGOCU GRAVEL ROAD WARD 2**

**CONTINGENCIES**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>RATE</b>	<b>AMOUNT</b>
	<b>Add 5% Contingencies</b>	Sum	1	R0,00	R0,00
<b>Total Carried Forward To Summary</b>					<b>R0,00</b>

<b>SUMMARY</b>		
<b>MBAMBONGOCU GRAVEL ROAD WARD 2</b>		
<b>SECTION</b>	<b>DESCRIPTION</b>	<b>AMOUNT (RAND)</b>
	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS	
	ACCOMODATION OF TRAFFIC	
	OVERHAUL	
	CLEARING AND GRUBBING	
	DRAINS	
	BORROW MATERIALS	
	SELECTION, STOCKPILING AND BREAKING DOWN THE MATERIAL FROM BORROW PITS, CUTTINGS AND EXISTING PAVEMENT LAYERS, AND PLACING AND COMPACTING OF THE GRAVEL LAYERS	
	MASS EARTHWORKS	
	PAVEMENT LAYERS OF GRAVEL MATERIAL	
	FINISHING ROAD AND ROAD RESERVE AND TREATING OLD ROADS	
	PART D: DAYWORKS	
	SUBTOTAL 1	
	VAT	
<b>Total Carried Forward To Summary Of Schedules</b>		

## **C3 SCOPE OF WORK CONTENTS**

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

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  - PB ENVIRONMENTAL MANAGEMENT PLAN

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

The standard specifications on which this contract is based are the **SABS 1200 Standardized Specifications**.

Although not bound in nor issued with this Document, the following Parts of the SABS 1200 Standardized Specifications shall apply:

SABS 1200	A	General
SABS 1200	AB	Engineers Office
SABS 1200	C	Site Clearance
SABS 1200	D	Earthworks
SABS 1200	DB	Earthworks (Pipe Trenches)
SABS 1200	DK	Gabions and Pitching
SABS 1200	DM	Earthworks (Roads and sub grade)
SABS 1200	GA	Concrete (Small Works)
SABS 1200	LB	Bedding (Pipes)
SABS 1200	LE	Storm Water Drainage
SABS 1200	MM	Ancillary Roadworks
SANS 1200	M	Roads (general)
SANS 1200	ME	Subbase
SANS 1200	MF	Base
SANS 1200	MFL	Base (light pavement structures)
SANS 1200	MG	Bituminous surface treatment
SANS 1200	MH	Asphalt base and surfacing
SANS 1200	MJ	Segmented paving
SANS 1200	MK	Kerbing and channelling
SANS 1200	MM	Ancillary roadworks
SANS 1200	NB	Railway sidings (trackwork)

Variations and additions to the various SABS 1200 Standardised Specifications are given in Portion B of the Project Specifications

The following SANS specifications are also referred to in this document and the Contractor is advised to obtain them from Standards South Africa (a division of SABS) in Pretoria.

SANS 10396:2003:	Implementing Preferential Construction Procurement Policies using Targeted Procurement Procedures
SANS 1914-1 to 6 (2002):	Targeted Construction Procurement
SANS 1921-1 (2004):	Construction and Management Requirements for Works Contracts Part 1: General Engineering and Construction Works and where accommodation of traffic is involved:
SANS 1921-2 (2004):	Construction and Management Requirements for Works Contracts; Part 2: Accommodation of Traffic on Public Roads Occupied by the Contractor.

Other documents:

The latest edition of "Standards and Guidelines" from the National Home Builders Registration Council.

Model Preamble for Trades from the Association of SA Quantity Surveyors

General Conditions of Contract 2015 (third edition, 2015) Obtainable from the SA Association of Consulting Engineers

## **C3.2 PROJECT SPECIFICATIONS**

### **STATUS**

The Project Specification, consisting of two parts, forms an integral part of the contract and supplements the Standard Specifications.

**Part A** contains a general description of the works, the site and the requirements to be met.

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

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

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

### **PART A: GENERAL**

#### **PS.1 PROJECT DESCRIPTION**

The project involves the construction of Road of a total length of the road is 1.4 km, 5.5m wide constructed as follows:

- (a) Site Clearance
- (b) Roadbed preparation
- (c) Cut to fill
- (d) Layer works
- (e) Stormwater drainage
- (f) Culvert pipes and headwalls
- (g) Culvert inlets and outlets structures
- (h) Road signs

#### **PS.2 DESCRIPTION OF THE SITE AND ACCESS**

##### **PS.2.1 Location of Site**

This site is located within the vryheid - (27°40'24.08"S, 31°19'55.63"E); End - (27°39'54.50"S, 31°20'19.47"E).

##### **PS.2.2 Access to Site**

Access to the site can be obtained from Mbambongocu Gravel road.

##### **PS.2.3 Nature of the Ground and Subsoil Conditions**

The Contractor will be expected to make his own assessment in this regard and to price the rates accordingly.

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## **PS.3 CONSTRUCTION AND MANAGEMENT REQUIREMENTS**

### **PS.3.1 General**

The Contractor is referred to SANS 1921: 2004 parts 1, 2 and 3: Construction and Management Requirements for Works Contracts. These specifications shall be applicable to the contract under consideration and the Contractor shall comply with all requirements relevant to the project.

Certain aspects however require further attention as described hereafter.

### **PS.3.2 Employment of Labour**

It is the intention that this Contract should make the maximum possible use of the labour force available from within the target community and which is at present underemployed.

The targets for employment are as follows:

- Women: 55%
- Youth: 40%

To this end the Contractor is to employ and train labour on this Contract.

The Contractor shall fill in the forms relating to Key Personnel and state how many key personnel he intends to employ in the various categories. The numbers stated in the above mentioned form will be strictly controlled during the contract period and any changes in numbers shall be subject to the approval of the Engineer.

It is a condition of contract that the data sheets detailing the employment of human resources, expenditure and employment of SMMES as detailed in the tables below be submitted together with the monthly certificate timorously to the Engineer by the 10<sup>th</sup> of each month.

The definition of youth being of an age up to and including 35 years.

The unit of measurement is person days being the total number of persons in that category multiplied by the number of days worked by each person respectively.

**Labour Return : (Current Month)**

	Total		Adults				Youth (<35 yrs)				Disabled			
	Persons	Person days	Women		Men		Female		Male		Female		Male	
			Persons	Person days	Persons	Person days	Persons	Person days	Persons	Person days	Persons	Person days	Persons	Person days
Clerical	0	0												
Labourers	0	0												
Managerial	0	0												
Semi-skilled	0	0												
Skilled	0	0												
Supervisor	0	0												
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Expenditure**

(All excl VAT)

	Previous Total	This Cert	Total to Date
Value paid to locally sourced labour resources			R -
Amount paid for accredited training			R -
Amount paid for non-accredited training			R -

**SMME Schedule**

Name of SMME	SMME Information		Project Information			
	No of Permanent Employees	Turnover previous 12 months	Total person days to date	Amount paid to SMME	Person days locally sourced	Total value of work

The data sheets must be submitted monthly irrespective of whether or not a payment certificate is submitted in terms of the latest cash flow.

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**PS.3.3 Construction Programme**

(a) Preliminary Programme

The Contractor shall include with his tender a preliminary programme on the prescribed form. to be completed by all Tenderers. The programme shall be in the form of a simplified bar chart with sufficient details to show clearly how the works will be performed within the time for completion as stated in the Contract Data.

The Contractor shall be deemed to have allowed fully in his tendered rates and prices as well as in his programme for all possible delays due to normal adverse weather conditions and special non-working days as specified in the Special Conditions of Contract, in the Project Specifications and in the Contract Data.

(b) Programme in terms of Clause 12 of the General Conditions of Contract

It is essential that the construction programme, which shall conform in all respects to Clause 5.6 of the General Conditions of Contract, be furnished within the time stated in the Contract Data. The preliminary programme to be submitted with the tender shall be used as basis for this programme.

**PS.3.4 Drawings** (Read with SANS 1921 – 1: 2004 clauses 4.1.7; 4.1.11 and 4.1.12)

The following reduced drawings which form part of the tender documents shall be used for tendering purposes only.

The following reduced (A3) drawings are enclosed herewith:

*See C5 Annexures – C5.2 Drawings on page C72
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The contractor shall be supplied with three complete paper copies of the construction drawings free of charge. The Contractor shall at his own expense produce all further paper prints required for the construction of the work.

Any information which the Contractor has control over and which is required by the Engineer to complete the drawings of record shall be made available to the Engineer before the Completion Certificate is issued.

Only written dimensions may be used. Dimensions are not to be scaled from drawings unless ordered by the Engineer. The Engineer will supply all figures / dimensions which are not shown on the drawings. The levels or dimensions given on the drawings are subject to confirmation on site.

**PS.3.5 Quality Assurance (QA)** (Read with SANS 1921 – 1: 2004 clause 4.4)

The Contractor will be solely responsible for the production of work that complies with the Specifications to the satisfaction of the Engineer. To this end it will be the full responsibility of the Contractor to institute an appropriate Quality Assurance (QA) system on site. The Engineer will audit the Contractor's quality assurance (QA) system on a regular basis to verify that adequate independent checks and tests are being carried out and to ensure that the Contractor's own control is sufficient to identify any possible quality problems which could cause a delay or failure.

The Contractor shall ensure that efficient supervisory staff, the required transport, instruments, equipment and tools are available to control the quality of his own workmanship in accordance with his QA-system. His attention is drawn to the fact that it is not the duty of the Engineer or the Engineer's representative to act as foreman or surveyor.

**PS.3.7 Testing** (*Read with SANS 1921 – 1: 2004 clause 4.11*)

**PS.3.7.1 Process control**

The Contractor shall arrange for all tests required for process control to be done by a laboratory acceptable to and approved by the Engineer.

The Contractor may establish his own laboratory on site or he may employ the services of an independent commercial laboratory. Whatever method is used, the Contractor must submit the results of tests carried out on materials and workmanship when submitting work for acceptance by the Engineer. The costs for these tests shall be deemed to be included in the relevant rates and no additional payment will be made for testing as required.

**PS.3.7.1 Acceptance control**

The process control test results submitted by the Contractor for approval of materials and workmanship may be used by the Engineer for acceptance control. However, before accepting any work, the Engineer may have further control tests carried out by a laboratory of his choice. The cost of such additional tests will be covered by a provisional sum provided in the schedule of quantities, but tests that failed to confirm compliance with the specifications, will be for the account of the Contractor.

**PS.3.8 Site Establishment** (*Read with SANS 1921 - 1 : 2004 clause 4.14*)

This contract is to be executed in an area surrounded rural settlements and as such safety will be paramount. Furthermore all due courtesy must be exercised in so far as local resources are concerned (labour and materials).

The Engineer will facilitate all communication with the target community.

(a) **Water and Electricity**

The Contractor is to make his own arrangements in this regard and should note that the Employer shall not be held responsible for any shortages of either water or power due to unforeseen circumstances.

All water required for construction purposes is to be sourced by the Contractor and is to be allowed for in his rates.

(b) **Location of Site Office**

Suitable sites at each location will be identified once work commences. The contractor will need to make all necessary allowances for his own security, fencing etc.

The contractor is to provide adequate sanitary and waste facilities for his staff and is to ensure that each site camp is kept clean and neat at all times. No littering is to take place at either the camp or on the site.

The site is to be left in a neat, landscaped condition without any improvements on completion of the contract and final retention will not be released until such time as this condition has been complied with.

**PS.3.9 Survey Beacons** (*Read with SANS 1921 – 1: 2004 clause 4.15*)

The Contractor shall take special precautions to protect all permanent survey beacons or pegs such as bench-marks, stand boundary pegs and trigonometrical beacons, regardless whether such beacons or pegs were placed before or during the execution of the Contract. If any such beacons or pegs have been disturbed by the Contractor or his employees, the Contractor shall have them replaced by a registered land surveyor at his own cost.

**PS.3.10 Existing Services** (*Read with SANS 1921 – 1: 2004 clause 4.17*)

The Contractor shall make himself acquainted with the position of all existing services before any excavation or other work likely to affect the existing services is commenced.

The Contractor will be held responsible for any damage to known existing services caused by or arising out of his operations and any damage shall be made good at his own expense. Damage to unknown services shall be repaired as soon as possible and liability shall be determined on site when such damage should occur.

**PS.3.11 Health and Safety** (Read with SANS 1921 - 1: 2004 clause 4.18)

The Works will be constructed in an area inhabited by people including many children.

It is a requirement of this contract that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the OHS Act 1993 Construction Regulations 2003 issued on 18 July 2003 by the Department of Labour.

For the purpose of this contract the Contractor is required to confirm his status as mandatory and employer in his own right for the execution of the contract by entering into an agreement with the Employer in terms of the Occupational Health and Safety Act in the form as included in Section C1.2.2

The rates and prices tendered by the Contractor shall be deemed to include all costs for conforming to the requirements of the Act, the Construction Regulations and the Employer's Health and Safety Specification as applicable to this contract.

Should the Contractor fail to comply with the provisions of the Construction Regulations, he will be liable for penalties as provided in the Construction Regulations and in the Employer's Health and Safety Specification.

**PS.3.12 Management of the Environment** (Read with SANS 1921 - 1 : 2004 clause 4.19)

Respect for the environment is an important aspect of this contract and the Contractor shall pay special attention to the following:

(a) Natural Vegetation

Only those trees and shrubs directly affected by the works and such others as the Engineer may direct in writing shall be cut down and stumped. The natural vegetation, grassing and other plants shall not be disturbed other than in areas where it is essential for the execution of the work or where directed by the Engineer.

(b) Fires

The Contractor shall comply with the statutory and local fire regulations. He shall also take all necessary precautions to prevent any fires. In the event of fire the Contractor shall take active steps to limit and extinguish the fire and shall accept full responsibility for damages and claims resulting from such fires which may have been caused by him or his employees.

(c) Environmental Management Plan

In addition to the above, all requirements of the Environmental Management Plan (EMP) as detailed in C3.3, Particular Specifications, will be adhered to.

**PS.3.13 Adverse Weather Conditions**

No extension of time for completion shall be granted for normal rainfall but extension of time shall be determined for abnormal rainfall or wet conditions in accordance with the formula given below separately for each calendar month or part thereof. It shall be calculated for the full period for completion of the contract plus any granted extension thereof:

$$V = (N_w - N_n) R_w / R_n \dots\dots\dots \text{if } (N_w - N_n) > 0$$

The symbols have the following meanings respectively:

- V = Extension of time in calendar days in respect of the calendar month under consideration.
- N<sub>w</sub> = Actual number of days during the calendar month on which a rainfall of 10mm or more is recorded.
- N<sub>n</sub> = Average number of days, as derived from existing rainfall records, on which a rainfall of 10mm or more has been recorded for the calendar month
- R<sub>w</sub> = Actual rainfall recorded for the calendar month.
- R<sub>n</sub> = Average rainfall for the calendar month under consideration as determined from existing rainfall records.

When calculating the extension of time for a part of a month pro rata values of R<sub>n</sub> and N<sub>n</sub> shall be used.

The factor R<sub>w</sub>/R<sub>n</sub> shall be deemed to be fair allowance for days on which wet conditions disrupted or prevented work but on which a rainfall of 10mm or more was not recorded. If the value of R<sub>w</sub>/R<sub>n</sub> exceeds 2,5 it shall be taken as 2,5.

If N<sub>w</sub> for any month is smaller than N<sub>n</sub> the formula to be used shall be:

$$V_1 = (N_n - N_w)$$

The total extension of time for completion shall be the sum of the values of V minus the sum of the values of V<sub>1</sub>.  
 Total extension of time = V - V<sub>1</sub>.

The following are the most reliable values of N<sub>n</sub> and R<sub>n</sub> available and shall be used unless other values are mutually agreed upon beforehand:

Source of information: Weather Bureau, Department of Transport  
 Rainfall Station : Mahlabatini  
 Period : 1932 – 1940

Month	N <sub>n</sub>	R <sub>n</sub>
January	3	121.7
February	2	103.7
March	2	92.0
April	1	49.4
May	0	24.6
June	0	14.0
July	0	16.8
August	0	18.9
September	1	47.3
October	3	88.4
November	3	112.0
December	3	117.4

Rainfall gauging will be taken and recorded by the Contractor at his Site Office and agreed with the Engineer on a daily basis.

b) Should an extension of time be granted by the Engineer the Contractor shall be reimbursed for his time related Preliminary and General items contained in the schedule of Quantities. The amount of reimbursement shall be calculated as follows:

No of days extension of time granted  
 Total number of working days in the Contract                      X                      Total for time related P&Gs

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**PS.3.14 Overhaul**

Payment will be made for overhaul on this contract where provision is made in specific items.

**PS.3.15 Security**

The Contractor shall provide security watchmen for the contract as he deems fit at no extra cost for the Employer. The Contractor must ensure that all his employees as well as the employees of his subcontractors are able to identify themselves as members of the construction team.

**PS.3.16 Drawings of Record**

Any information in the possession of the Contractor, which is necessary for the Engineer's Representative to complete his "drawings of record", must be submitted to the Engineer's Representative before a final payment certificate and a certificate of completion will be issued.

**PS.4 SITE FACILITIES AVAILABLE**

**PS.4.1 Contractor's camp site and depot** (*Read with SANS 1921 – 1: 2004 clause 4.14*)

The Contractor is responsible to provide a suitable site for his camp and to provide accommodation for his personnel and labourers. If the Employer can make any specific site available to the Contractor, such site will be pointed out to the Contractor.

**PS.4.2 Accommodation of Employees**

No housing is available for the Contractor's employees and the Contractor shall make his own arrangements to house his employees and to transport them to site.

No informal housing or squatting will be allowed.

The Contractor shall provide the necessary ablution facilities at his camp site and the site of the works for the use of his employees. Chemical toilets must be provided for the works.

**PS.4.3 Power supply, water and other services**

The Contractor shall make his own arrangements concerning the supply of electrical power, water and all other services. No direct payment will be made for the provision of electricity, water 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, or in the Contractor's preliminary and general items as the case may be.

**PS.5 REQUIREMENTS FOR ACCOMMODATION OF TRAFFIC**

**PS.5.1 General**

The Contractor will be responsible for the safe and easy passage of public traffic, pedestrian and vehicular, on sections of roads of which he has occupation or where work has to be done near traffic.

**PS.5.2 Basic Requirements**

The travelling public shall have the right of way on public roads, and the Contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.

The Contractor shall ensure that all road signs, barricades, delineators, flagmen and speed controls are effective and that courtesy is extended to the public at all times.

Failure to maintain road signs, warning signs or flicker lights, etc, in a good condition shall constitute ample reason for the Engineer to suspend the work until the road signs, etc, have been repaired to his satisfaction.

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

The Contractor shall construct and maintain all temporary drainage works necessary for temporary deviations.

The Contractor shall provide and grant access to persons whose properties fall within or adjoin the area in which he is working.

### **PS.5.3 Payment**

The Contractor's tendered rates for the relevant items in the Bill of Quantities shall include full compensation for all possible additional costs which may arise from this, and no claims for extra payment due to inconvenience as a result of the modus operandi will be considered.

### **PS.6 OCCUPATIONAL HEALTH AND SAFETY** (*Read with SANS 1921 – 1: 2004 clause 4.14*)

#### **PS.6.1 General statement**

It is a requirement of this contract that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the OHS Act 1993 Construction Regulations 2003 issued on 18 July 2003 by the Department of Labour.

For the purpose of this contract the Contractor is required to confirm his status as mandatory and employer in his own right for the execution of the contract by entering into an agreement with the Employer in terms of the Occupational Health and Safety Act in the form as included in SECTION 6: FORMS TO BE COMPLETED BY SUCCESSFUL TENDERER.

#### **PS.6.2 Health and Safety Specifications and Plans to be submitted at tender stage**

##### (a) Employer's Health and Safety Specification

The Employer's Health and Safety Specification will be included in the tender documents as part of the Project Specifications.

The following items will require special attention

1. Excavation and compaction within restricted area.
2. Excavation of pipe trenches
3. Dust prevention.
4. Adequate traffic accommodation.

##### (b) Tenderer's Health and Safety Plan

The Tenderer shall submit with his tender his own documented Health and Safety Plan he proposes to implement for the execution of the work under the contract. His Health and Safety Plan must at least cover the following:

- (i) a proper risk assessment of the works, risk items, work methods and procedures in terms of Regulations 7 to 28;

- (ii) pro-active identification of potential hazards and unsafe working conditions;
- (iii) provision of a safe working environment and equipment;
- (iv) statements of methods to ensure the health and safety of subcontractors, employees and visitors to the site, including safety training in hazards and risk areas (*Regulation 5*);
- (v) monitoring health and safety on the site of works on a regular basis, and keeping of records and registers as provided for in the Construction Regulations; details of the Construction Supervisor, the Construction Safety Officers and other competent persons he intends to appoint for the construction works in terms of Regulation 6 and other applicable regulations; and
- (vi) details of methods to ensure that his Health and Safety Plan is carried out effectively in accordance with the Construction Regulations 2003.

The Contractor's Health and Safety Plan will be subject to approval by the Employer, or amendment if necessary, before commencement of construction work. The Contractor will not be allowed to commence work, or his work will be suspended if he had already commenced work, before he has obtained the Employer's written approval of his Health and Safety Plan.

Time lost due to delayed commencement or suspension of the work as a result of the Contractor's failure to obtain approval for his safety plan, shall not be used as a reason to claim for extension of time or standing time and related costs

### **PS.6.3 Cost of compliance with the OHS Act Construction Regulations**

The rates and prices tendered by the Contractor shall be deemed to include all costs for conforming to the requirements of the Act, the Construction Regulations and the Employer's Health and Safety Specification as applicable to this contract. Should the Contractor fail to comply with the provisions of the Construction Regulations, he will be liable for penalties as provided in the Construction Regulations and in the Employer's Health and Safety Specification. Items that may qualify for remuneration will be specified in the Safety Specifications included or in the Project specifications.

## **PS. 4 PROJECT REQUIREMENTS**

### **PS4.1 SITE CLEARANCE , EXCAVATION AND FREE-HAUL**

Top soil and other removed material shall be placed within the site boundaries, at a place indicated by the Local Authority in writing. In the case where the Local Authority requires disposing of material further away from the site, the Employer's approval shall first be obtained and Local Authority shall be consulted and approval in writing obtained to use the designated dumping place. The same applies for borrow areas outside the site boundaries. Normal regulations regarding safety, municipal by-laws, contamination of water sources, erosion, siltation etc. shall apply.

The free-haul distance shall be the entire site of works, for each project.

The contractor shall not incur any overhaul or "extra over" expenses without the written approval of the Engineer.

The overhaul distance shall be defined as the truck-haul distance measured to the nearest 0,5 km from the end of the free-haul to the disposal / borrow pit area, by the shortest practical route and shall be measured in one direction only.

**No additional payment will be made for provision of access to the sites.**

### **PS 4.2 CUT AND FILL FOR BUILDING PLATFORMS**

**Buildings shall be constructed completely in cut, with a minimum underfloor backfill.** Should the contractor wish to construct on fill, he shall allow at his own cost, for longer columns and higher foundation walls to allow for **founding on in-situ material**. Access and ease of access into the building for the intended use shall remain unaltered. The Contractor shall arrange independent compaction tests, before any building is taking place, at his own cost.

Building work shall be removed if there is any doubt whatsoever regarding the compaction. At least 3 evenly distributed places per site shall be tested, once off, after completion of the platform or infill. Water for compaction shall be provided by the Contractor at his own cost.

**PS 4.3      COMPACTION OF UNDER FLOOR FILL**

All top soil, unsuitable material and vegetation shall be removed from the building area. Suitable non-cohesive, granular backfill material shall be compacted in thin, even layers of thickness relevant to the method/machinery used, at OMC to a minimum of 95 % of Mod. AASHTO maximum density. The contractor shall only import material if absolutely necessary. He shall obtain approval from the borrow pit owner in writing before using it, or obtain mining rights where applicable. Water for compaction, shall be supplied by the Contractor, at his own cost.

**PS 4.4      EXISTING SERVICES**

The Contractor shall contact the Engineer immediately if he discovers existing services that are in the way of the works, so that it can be avoided if at all possible. If existing services are damaged, the Contractor shall repair it as a matter of urgency at the indicated rate, even if it costs significantly more. He will not receive additional compensation in such case.

**PS 4.6      WATER SUPPLY PIPE**

Only SABS approved HDPE and uPVC pipe to be used. Trench depth to be determined to allow for bedding where required and 1800 mm cover for bulk. Grading of the trench shall be as such that the pipe will have no local high points between air valves/outlets, in other words, must rise continuously from the lowest points to the air valves/outlets. The Contractor shall use a dumpy level to verify this and to locate the air valves. The same applies for scour valves but obviously the other way round. The trench "pegging" cost shall be included under the excavation cost. Long sections may be provided by the Engineer or Employer as a guide only. Trenching, bedding and selected fill as per SABS 1200 DB and LB. The trench width for pipe diameters of 300 mm and less shall be minimum pipe diameter plus 500mm (250 mm side allowance) to allow adequate working space for proper jointing and laying of pipe, but shall not be wider than pipe diameter plus 600 mm

**PS 4.8      CONCRETE AND FLOORS**

Water for building purposes and for the Contractor's use, shall be supplied by the Contractor, at his own cost.

Cement shall be OPC and shall conform to SABS 471. A blended mix with up to 25% PFA shall only be used following the written approval of the Engineer. Cement used shall not be older than 3 months for reinforced concrete works and older than 6 months for mass concrete. The slump of concrete mixes shall be 30- 80 mm. Curing shall take place for at least 7 days or as specified. Concrete shall be adequately compacted/vibrated but separation of material must be avoided. For structural concrete, refer to the detailed specifications on the plans regarding slump, curing, removal of formwork etc.

Floors and walls shall be constructed as such that water will not reach or stand in the passages/walkways or anywhere on the floor. Water shall also not reach or stand against any of the inside walls. Where openings are to be made to drain water, it shall be as such that it will not block, but at the same time it shall be rodent proof.

Keyed construction joints shall be placed as such that it will not be underneath walls. Where it has to cross walls perpendicularly, construction joints shall also be provided in the walls. Keyed construction joints shall be made around supports, to join construction joints in the floors.

**Foundations**

**All foundations for buildings shall be minimum 300 mm deep and 500 mm wide regardless of detail provided on plans.**

Light reinforcement shall be placed in foundations comprising three Y12 rods 75 mm from the trench bottom and 100 mm from the sides with the third rod in the bottom middle. The main reinforcement shall be held firmly in place by 75 mm concrete spacers attached to the rods with binding wire. R8 distribution steel, crossing each outer main steel member by 30 mm, thus 360 mm long for a 500 wide foundation, shall be tied to the main steel at 500 mm intervals.

Minimum overlap shall be 600mm. Hooks shall be provided at corners and intersections with walls, with minimum hook length 600 mm. The Engineer shall be consulted for further detail. Work shall not be accepted where the Engineer has not approved the reinforcement prior to concreting.

#### **Wood floated finish**

The surface shall only be wood floated sufficiently to produce a uniform surface free from screed or towel marks and shall conform with SABS 1200 G.

#### **Steel-floated finish**

The moisture film shall be allowed to harden sufficiently to prevent laitance from being worked to the surface. Where steel floating with a non-slip surface is specified, the surface shall still be smooth after making it non-slip and shall not be abrasive at all. Under no circumstances may a cement slush be used during the floating process.

#### **Casting of concrete**

No concrete shall be cast without the prior inspection of preparation work by the Engineer (except for thrust blocks)

### **PS 4.9 BLOCK AND BRICK WORK**

The strength of blocks shall be not less than 3,5 MPa for hollow units and 7 MPa for solid units. Only SABS approved blocks shall be allowed.

Blockwork shall comply with the standards as set out in the "Standards and Guidelines" manual of the NHBRC. Stretcher bond with 10-15 mm final bed joint thickness and 5 to 20 mm vertical joint thickness shall be used. The mortar bedding shall be full in the case of hollow blocks for the foundation layers and DPC courses. Joints shall be finished flush. Hollow units to be filled with concrete around door frames. Where internal walls are jointed flush with outside walls, wall ties shall be used as per specification in the above named manuals. Corners shall be constructed using the raking back (stepped) method and shall be fully bonded.

**Light reinforcement shall be placed in the brick/blockwork over and above the normal brick force regardless of detail on plans.** The reinforcement shall comprise R6 rods, overlapping minimum 300 mm and bend around corners with minimum hook length 300 mm. The reinforcement shall not cross expansion joints. Two rods shall be placed per layer, each 30 mm from the inside and outside face of the wall respectively, for three layers immediately above DPC and window/door level. Rods shall be provided with hooks at doors, expansion joints and openings. Full mortar cover shall be provided.

**Controlled expansion joints in the walls, with concertina ties at 400 mm vertical spacing, shall be provided at maximum 8 m spacing regardless of detail provided on plans. The joints shall coincide with controlled expansion joint through the concrete roof.**

The joints in the roof slabs shall comprise 1000 mm long Y12 rods in the center of the slab at 200 mm intervals, 500 mm into each slab. A 600 mm long elastic plastic pipe of good fit shall be fitted on one side and sealed at the end. The other end shall penetrate the adjoining slab by 100 mm. Work shall not be accepted where the Engineer has not approved the reinforcement prior to concreting. The joints shall be formed with 10 mm bitumen impregnated soft board and shall be sealed water tight both sides with an approved elastic sealant.

**PS 4.11 PAINTWORK**

The final color shall be agreed upon between the contractor and the participants of the specific project. Refer to paint specifications on the plans

**PS 4: 12 COMMISSIONING AND ACCEPTANCE**

The Contractor shall be responsible to commission all equipment and put in readiness for use.

The hand over/acceptance of equipment shall be preceded by a forty-eight (48) hour trial run (where applicable) by the Contractor to enable him to prove to the Engineer that all equipment and plant as a whole perform to requirements.

Where after the equipment shall be run by the Contractor as directed by the Engineer for a further period of approx. five (5) days during which thorough inspection, testing, etc. of all equipment will take place to be evaluated for acceptance by the Engineer. The Contractor shall schedule this period such as to allow himself enough time to remedy, replace etc. unsatisfactory work, equipment etc. and still meet the final completion date.

Costs incurred by the Engineer for all unsuccessful acceptance tests will be borne by the Contractor.

When the Contractor has completed all work and the plant subsequently performs to the requirements, then the contractor shall supply all manuals and drawings as called for. Thereupon a certificate of commissioning will be issued and a portion of the retention released. The guarantee period then commences.

**PS 4:19 FINAL COMPLETION DATE**

On final completion all work in terms of the contract shall be completed. A certificate of completion will be issued.

**PS 4:20 MAINTENANCE OBLIGATIONS**

The Contractor shall maintain all equipment provided in a good working order during the defects liability period.

The defects liability period shall commence on the day following final completion.

The Employer reserves the right to undertake any emergency repair work during the defects liability period without the prior consent of the Contractor. The Engineer has the right to decide whether an emergency exists and shall notify the Contractor accordingly. Should this emergency repair work be caused by poor materials, faulty workmanship or neglect on the part of the Contractor, the Employer may deduct the cost of the repairs from the outstanding retention money owing to the Contractor.

After the satisfactory completion of the guarantee period, the final certificate will be issued and all retention money releases.

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**PART B: AMENDMENTS TO THE STANDARD SPECIFICATIONS AND OTHER ADDITIONAL SPECIFICATIONS**

**INTRODUCTION**

In certain clauses in the 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 alternative or additional requirements applicable to this contract are contained in Part B1 of the project specifications.

The number of each clause and each payment item in this part of the project specifications is prefixed "PS" and numbered sequentially followed by a number corresponding to the relevant clause or payment item in the standard specification in parentheses.

New clauses and payment items not covered by clauses or items in the Standard Specifications have also been included.

Additional particular specifications are also included in Part B2 and are prefixed "P" and numbered alphabetically.

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**PART B1: AMENDMENTS TO THE STANDARD SPECIFICATIONS**

**PSA            GENERAL**

**PSA.1        MATERIALS (3)**

PSA 1.1      QUALITY (3.1)

All materials used in this contract shall comply with the relevant SABS Specification (as amended) or particular specification as noted.

**PSA.2        PLANT (4)**

PSA.2.1      PLANT FOR CONSTRUCTION PURPOSES (No reference)

The Contractor's plant for construction purposes shall be of modern design, adaptable for the purpose for which it is required, in sound condition, and ample in capacity for carrying out the Works expeditiously.

Should the Engineer be of the opinion that the plant in use is in any way unsuitable for carrying out the Works in a manner or at a rate commensurate with the requirements of the Contract, they shall have the right to call on the Contractor at any time during the progress of the works to provide additional or improved plant and tools as may be necessary to meet these requirements.

PSA.2.2      CONTRACTOR'S CAMP (4.2)

No housing is available for the Contractor's employees, and the Contractor shall make his own arrangements with the Local Authority regarding the housing of his employees and transporting them to site.

The Contractor shall provide in locations approved by the Engineer, adequate sanitary facilities for the use of all persons engaged on the Works. Such conveniences, which shall comply with Local Authority regulations, shall be maintained in a clean and hygienic condition and shall be properly secluded from public view and their use shall be strictly enforced.

The Contractor shall make his own arrangements with the municipal authorities for any bucket removals and shall bear all the costs in connection with such service. On removal of such conveniences the sites thereof shall be left in a clean, sanitary and tidy condition.

**PSA.3        PERSONAL & OTHER PROTECTIVE EQUIPMENT  
(SECTIONS 8/15/23 OR THE OHS ACT)**

The Contractor is required to identify the hazards in the workplace and deal with them. He must either remove them or, where impracticable take steps to protect workers and make it possible for them to work safely and without risk to health under the hazardous conditions.

Personal Protective equipment (PPE) should, however, be the last resort and there should always first be an attempt to apply engineering and other solutions to mitigating hazardous situations before the issuing of PPE is considered.

Where it is not possible to create an absolutely safe and healthy workplace the Contractor is required to inform employees regarding this and issue, free of charge, suitable equipment to protect them from any hazards being present and that allows them to work safely and without risk to health in the hazardous environment.

It is a further requirement that the said equipment be maintained by the Contractor, that he instructs and trains the employees in the use of the equipment and ensures that the prescribed equipment is used by the employee/s.

Employees do not have the right to refuse to use/wear the equipment prescribed by the employer and, if it is impossible for an employee to use or wear prescribed protective equipment through health or any other reason, the employee cannot be allowed to continue working under the hazardous condition/s for which the equipment was prescribed but an alternative solution has to be found that may include relocating or discharging the employee.

The Contractor may not charge any fee for protective equipment prescribed by him/her but may charge for equipment under the following conditions:

- Where the employee requests additional issue in excess of what is prescribed
- Where the employee has patently abused or neglected the equipment leading to early failure
- Where the employee has lost the equipment

All employees shall, as a minimum, be required to wear the following PPE on any projects:

- Protective overalls
- Protective footwear
- Protective headwear
- Eye/face protection

All PPE provided to local labour working on the Expanded Public Works Programme shall be branded in accordance with the EPWP CI Manual. Typical elements which shall be branded include:

- Protective overalls
- Reflective vests
- Protective headwear

The rate for local labour shall include for the supply of EPWP branded PPE in accordance with the Provincial EPWP specifications. The rate shall include the additional cost of the specified colours for the PPE and branding in accordance with CI manual.

THE TENDERED RATE SHALL INCLUDE FULL COMPENSATION FOR BRANDING THE PPE AS DETERMINED IN THE RISK ASSESSMENTS AND AS REQUIRED FOR FULL DURATION OF THE CONTRACT.

**PSA.4**

**EPWP SIGNBOARD**

The Contractor will be required to erect a signboard displaying the EPWP logo, indicating that this project is part of the EPWP. All costs related to the provision, erection and subsequent removal of the signboard shall be refunded to the Contractor through the provisional sum included in the Schedule of Quantities for this purpose.

**PSA.5**

**COMMUNITY LIAISON OFFICER (CLO)**

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

(a) Duties of the Community Liaison Officer

The Community Liaison Officer's duties will be:

- (i) To be available on site daily between the hours of 07h30 and 16h30 and at other time as the need arises. His normal working day will extend from morning until 17h30 in the afternoon.
- (ii) To determine, in consultation with the contractor, the needs of the temporary labour for relevant skills training. He will be responsible for the identification of suitable trainees and will attend one of each of the training sessions.
- (iii) To communicate daily with the contractor and the engineer to determine the labour requirements with regard to numbers and skill, to facilitate in labour disputes and to assist in their resolution.

- (iv) To assist in and facilitate in the recruitment of suitable temporary labour and the establishment of a "labour desk".
  - (v) To attend all meetings in which the community and/or labour are present or are required to be represented.
  - (vi) To assist in the identification, and screening of labourers from the community in accordance with the contractor's requirements.
  - (vii) To inform temporary labour of their conditions of temporary employment and to inform temporary labourers as early as possible when their period of employment will be terminated.
  - (viii) To attend disciplinary proceedings to ensure that hearings are fair and reasonable.
  - (ix) To keep a daily written record of his interviews and community liaison.
  - (x) To attend monthly site meetings to report on labour and RDP matters.
  - (xi) All such other duties as agreed upon between all parties concerned.
  - (xii) To submit monthly returns regarding community liaison as illustrated in Part C5.1 of this document (form RDP 12(E)).
- (b) Payment for the community liaison officer  
A special pay item is incorporated in section 1200 of the bill of quantities relating to payment of the liaison officer on a prime cost sum basis. This payment shall only be made for the period for which the duties of the liaison officer are required and not necessarily for the full duration of the contract. The remuneration of the CLO shall be determined jointly by the contractor, engineer and employer.
- (c) Period of employment of the community liaison officer  
The period of employment of the community liaison officer shall be as decided upon jointly by the contractor, engineer and employer.

## **PSA.6 COMMUNITY PARTICIPATION.**

### **PSA.6.1 PURPOSE**

In order to give effect to the need for participation and transparency in the process of appointing labour, the community should participate in the decision-making process throughout the life of a project. This shall be achieved through structured engagement between those responsible for the delivery of the project and the community.

### **PSA.6.2 STRUCTURE AND COMPOSITION**

A Project Liaison Committee (PLC) may be formed from representatives of the Employer, the Engineer, the Contractor and the Community if the project is such that a specific community can be identified.

### **PSA.6.3 PROCEDURES**

PSA.6.3.1 The PLC deals with labour and SMME involvement on the project and shall meet at least once every month until such time as it is of the opinion that it could fulfil its tasks by meeting less frequently.

PSA6.3.2 The PLC shall make recommendations by consensus. If consensus cannot be reached, the decision of the Employer will be final in cases that have no financial implications for the Contractor or where payment is to be made from PC items. Where the financial responsibility for the successful completion of the works rests with the Contractor, the Contractor's decision shall be final. In fulfilling its tasks, the PLC shall be guided by the relevant sections of this specification and the supplementary documents.

### **PSA.6.4 TASKS OF THE PLC**

- 2.4.1 To assist with community liaison and resolution of disputes.
- 2.4.2 To devise fair and transparent procedures that will assist the Contractor in the engagement of labour and the award of sub-contracts to SMME's.
- 2.4.3 To advise on and monitor labour issues.

2.4.4 To assist in resolving labour disputes.

PSA.6.5 ASSISTANCE TO THE PLC

PSA.6.5.1 The Employer may appoint a competent local person as a Community Liaison Officer to assist the Engineer and the Contractor in the day to day liaison with the communities directly affected by the project.

**PSA.7 UNEMPLOYMENT INSURANCE FUND**

The contractor will be responsible for payment or contribution of UIF for all labour employed under the project. Proof of payment of UIF shall be available upon request.

**PSA.8 WORKMEN'S COMPENSATION ACT**

All labour employed on the site shall be covered by the Workmen's Compensation Act. The contractor shall pay in full, including the payment of the necessary levies, such amounts, as are due in terms of the Act. The contractor at the commencement of the contract shall resolve the manner in which Workmen's Compensation will be handled. Amounts paid by the contractor shall not be included in the wage rates but shall be an extra payment allowed for by the contractor.

**PSA.9 LABOUR-INTENSIVE CONSTRUCTION METHODS**

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

Appropriate portions of the Works included in the Contract shall be executed using labor-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, or where the use of plant is essential as a result of occupational health and safety considerations, the Contractor shall use only hand tools and equipment in the construction of those portions of the Works that are required in terms of these Project Specifications to be constructed using labour-intensive construction methods.

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

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

- Clearing and grubbing of the Site;
- Excavation for structures up to 1,5 m deep;
- 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 the source;
- Dismantling and re-erection of fences;
- Mixing and placing of concrete;
- Construction of all brickwork required for structures; and
- Cleaning and tidying up of the Site.

PSA9.1 MATERIAL

Where possible, the contractor shall source material from within ## km of the site utilizing local labour. The material which may be sourced from site includes:  
Rock for gabions and stone pitching

**PSA9.2**            **TASK BASED ACTIVITIES**

Labour Intensive activities are to be planned as task-based works where required. Task based refers to a specific amount of work to be performed which is clearly defined by a quantity and quality. Typically, a particular task can be completed within a working day.

**PSA.10**            **REQUIREMENTS OF EXPANDED PUBLIC WORKS PROGRAMME**

**PSA10.1**           **EPWP PROJECT SPECIFICATION**

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

**PSA.11**            **EMPLOYMENT OF UNSKILLED AND SEMI-SKILLED WORKERS IN LABOUR INTENSIVE WORKS**

Requirements for the sourcing and engagement of labour.

**PSA.11.1**           Unskilled and semi-skilled labour required for the execution of all labour intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.

**PSA.11.2**           The rate of pay for the EPWP is set by the MUNICIPALITY in consultation with the community leaders.

**PSA.11.3**           Tasks established by the contractor must be such that:  
a) the average worker completes 5 tasks per week in 40 hours or less; and b) the weakest worker completes 5 tasks per week in 55 hours or less.

**PSA.11.4**           The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 11.3.

**PSA.11.5**           The Contractor shall, through all available community structures, inform the local community of the labour intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:  
a) where the head of the household has less than a primary school education;  
b) that have less than one full time person earning an income;  
c) where subsistence agriculture is the source of income.  
d) those who are not in receipt of any social security pension income

**PSA.11.6**           The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:  
a) 55 % women;  
b) 55% youth who are between the ages of 18 and 35; and  
c) 2% on persons with disabilities.

**PSAB**            **ENGINEER'S OFFICE**

**PSAB.1**           **MATERIAL (3)**

**PSAB.1.1**        **NAMEBOARDS (3.1)**

The Contractor shall supply two nameboard in accordance with the details indicated in this document.

The board shall be placed in a position designated by the Engineer.

**This board shall remain the property of the Contractor who shall dismantle and remove the said board on completion of the contract.**

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PSAB.1.2      OFFICE BUILDINGS (3.2)

No facilities are required for the Engineer.

PSAB.1.3      **PLANT (4)**

No telephone facilities are required by the Engineer.

**PSC**            **SITE CLEARANCE**

**PSC.1**        **MATERIALS (3)**

PSC .1.1      DISPOSAL OF MATERIAL (3.1)

Suitable spoil sites will be located on site by the Engineer and confirmed by the issue of a site instruction. The Contractor may not make his own arrangements in this regard without the written approval of the Engineer.

**PSC.2**        **CONSTRUCTION (5)**

PSC.2.1      AREAS TO BE CLEARED AND GRUBBED (5.1)

Areas to be cleared and grubbed shall be classified as follows:

- a)      General Clearing and Grubbing

Any areas requiring particular clearing and grubbing must be agreed with the Engineer prior to any such clearing taking place. Any area cleared without the consent of the Engineer will not be measured in terms of this Clause and may result in further action being taken against the Contractor in terms of any contravention with the environmental management plan. Where the Engineer has instructed that clearing must take place or is required, it shall be measured as a strip 3m wide.

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**PSD**                    **EARTHWORKS**

**PSD.1**                **MATERIALS (3)**

PSD .1.1            **CLASSIFICATION FOR EXCAVATION PURPOSES (3.1)**

Classification of material other than "soft excavation" shall be agreed with the Engineer before excavation may be commenced.

The Contractor shall immediately inform the Engineer if and when the nature of the material being excavated changes to such an extent that a new classification for further excavation is warranted. Failure on the part of the Contractor to advise the Engineer thereof in good time shall entitle the Engineer to classify, at his discretion, such excavation as may have been executed in material of a different nature.

For the purpose of this contract all material will either be classed as, intermediate, hard rock or Boulder Class A.

No differentiation shall be made between "intermediate" and "Boulder Class B" excavation.

PSD.1.2            **Classes of excavation (3.1.2)**

- a) In all cases where soft founding materials is classified as suitable for culvert beddings construction, the in-situ material shall be ripped, moistened and compacted to 90% to 93% modified AASHTO density. The depth of preparation and compaction of founding material shall be indicated on drawings as specified by the engineer. Allowance for measurement and payment for this work is made in the bill of quantities under this section"
  
- e) Boulder excavation Class B - Shall be classified as intermediate excavation

**PSD.2**                **CONSTRUCTION (5)**

PSD.2.1            **Conservation of Topsoil (5.2.1.2)**

Topsoil stripping shall be 150mm and the material shall be conserved separately for re-use as specified in the environmental management plan.

PSD.2.2            **Disposal (5.2.2.3)**

All excess material shall be disposed of at the designated spoil sites leveled in layers not exceeding 300 mm and compacted to 90% MOD AASHTO density.

PSD.2.3            **Erosion Control Berms (Add new Clause 5.2.3.3)**

Where instructed by the Engineer, earth berms shall be constructed to the dimensions shown on the drawings or to the detail instructed by the Engineer. The berms shall comprise excess fill material from the trench, shall be hauled by wheelbarrow, placed and shall be hand stamped in layers not exceeding 150mm. The berms shall be slightly overfilled before being be shaped to the detail shown on the drawings. The material shall wherever possible be sourced within the free haul distance of 500m. After completion, the Engineer may instruct the Contractor to construct un-grouted, handpicked and packed stone pitching along the upstream edge of the berm.

PSD.2.4            **Sandbag Protection to Pipe Trench (Add new Clause 5.2.3.4)**

Where instructed by the Engineer, 25kg sandbags made from woven polypropylene shall be filled with selected fill material as specified in SABS 1200 LB and placed in a stretcher

bond pattern around the pipe. The bags shall be firmly packed and hand stamped into place and shall be keyed a minimum of 500mm into the side wall of the trench. Where specified, the selected fill material shall first be brought to optimum moisture and then stabilized by the addition of 1% cement.

#### PSD.2.5 **EPWP Construction Methods**

The generic labor-intensive specification below is the same as sans 1921-5, construction and management requirement for works contracts- part 5: earthworks activities which are to be performed by hand and should be included in the scope of works without amendment or modification as set out below.

##### SCOPE

This specification establishes general requirements for activities which are to be executed by hand involving the following:

- a. Trenches having a depth of less than 1.5metres
- b. Stormwater drainage
- c. Low-volume roads & sidewalks

##### PRECEDENCE

Where this specification is in conflict with any other standard or specification referred to in the scope of works to this contract, the requirements of this specification shall prevail.

##### HAND EXCAVATEABLE MATERIAL

Hand excavatable material is material:

- a. granular materials:
  - i. Whose consistency when profiled may in terms of table 1 be classified as very loose, loose, medium dense, or dense; or
  - ii. where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100mm;
- b. cohesive materials:
  - i. whose consistency when profiled may in terms of table 1 be classified as very soft, soft, firm, stiff and stiff / very stiff; or
  - ii. where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100mm;

- 1) A boulder, a cobble and gravel is material with a particle size greater than 200mm, between 60 and 200mm.
- 2) A dynamic cone penetrometer is an instrument used to measure the insitu shear resistance of soil comprising a drop weight of approximately 10 kg which falls through a height of 400mm and drives a cone having a maximum diameter of 20mm cone angle of 60° with respect to the horizontal) into the material being used.

**Table 1.: Consistency of materials when profiled**

GRANULAR MATERIALS		COHESIVE MATERIALS	
CONSISTENCY	DESCRIPTION	CONSISTENCY	DESCRIPTION
Very loose	Crumbles very easily when scraped with a geological pick.	Very Soft	Geological pick head can easily be pushed in as the shaft of the handle.
loose	Small resistance to penetration by sharp end a geological pick.	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30-40 mm; can be moulded by fingers with some pressure.
Medium dense	Considerable resistance to penetration by sharp end a geological pick.	Firm	Indented by thumb with effort; sharp end of a geological pick can be pushed in upto 10 mm; very difficult to mould with fingers: can just be penetrated with an ordinary hand spade.
Dense	Very high resistance to penetration by the sharp end of geological pock: requires many blows for excavation.	Stiff	Can be indented by thumb-nail; slight indentation produced by pushing geological pick point into soil: cannot be moulded by fingers.
Very Dense	High Resistance to repeated blows of a geological pick.	Very Stiff	Indented by thumb-nail with difficulty: slight indentation produced but blow of a geological pick point.

**Trench Excavation**

All hand excavatable material in trenches having a depth of less than 1.5 metres shall be excavated by hand.

**Compaction of backfilling to trenches (areas not subject to traffic)**

Backfilling to trenches shall be placed in layers of thickness (before compaction) not exceeding 100mm. Each layer shall be compacted using hand stampers

- a) to 90% Proctor density;
- b) Such that in excess of 5 blows of a dynamic come penetrometer (DCP) is required to penetrate 100 mm of the backfill, provided that backfill does not comprise more that 10% gravel of size less that 10mm and contains no isolated boulders, or
- c) Such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.

**Excavation**

All hand excavatable material including topsoil classified as hand excavatable shall be excavated by hand. Harder material may be loosened by mechanical means prior to excavation by hand.

The Excavation of any material which presents the possibility of danger or injury to workers shall not be excavated by hand

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**PSD.3 MEASUREMENT AND PAYMENT**

PSD.3.1 Erosion Control Berms .....Unit (m<sup>3</sup>)

The rate shall include for all costs to source the material, remove any oversized material, load, haul within the free haul, offload, spread, overfill, compact, and trim to the finished dimensions shown on the drawings.

PSD.3.2 Sandbag Protection to Pipe Trench..... Unit (No)

The rate shall include for all costs to supply the 25kg bags, select material, fill bags, place in restricted areas and hand stamp.

PSD.3.3 Extra-Over Sandbag Protection for Stabilization.....Unit (No)

The rates shall include all extra costs to ensure that the material is at optimum and to supply and mix cement at 1%.

PSD.3.4 Extra over sub-item for excavation by hand using hand tool .....cubic meter (m<sup>3</sup>)

Measurement shall be as specified for pay item 22.01 of the standard specifications. The tendered rate shall include full compensation for carrying out the excavation by hand where circumstances prevent the use of mechanical excavators.

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**PSDB EARTHWORKS (PIPE TRENCHES)**

PSDB.1 MATERIALS (3)

PSDB.1.1 CLASSES OF EXCAVATION (3.1)

The classification of excavated materials shall be as specified in Subclause 3.1 of SABS 1200 D and PSD.1.2.

PSDB.1.2 CONTROL OF WATER (4.2)

The Contractor may encounter some seepage water in some of the trench excavation. No separate payment will be made for measures required to deal with this water.

**PSDB.2 CONSTRUCTION** (5)

PSDB.2.1 MINIMUM BASE WIDTHS (5.2)

The trench width for pipe diameters of 300 mm and less shall be minimum pipe diameter plus 500mm (250 mm side allowance) to allow adequate working space for proper jointing and laying of pipe, but shall not be wider than pipe diameter plus 600 mm

PSDB.2.2 TRENCH BOTTOM (5.5)

*Add* "When the trench bottom is unsuitable due to waterlogged conditions, at the direction of the Engineer the Contractor shall excavate for and lay a crushed stone mat of minimum thickness 100mm, the stone having a maximum particle size of 13 mm."

*Add* "The bottom of excavation for manholes and headwalls in soft ground shall be thoroughly rammed and consolidated at the Contractor's expense, before any concrete is placed."

PSDB.2.3 BACKFILLING (5.6)

PSDB.2.3.1 **General** (5.6.1)

ADD the following to the clause:

No thrust block or pipe requiring special wrapping may be covered by either the fill blanket or the main backfill until inspected and passed by the Engineer.

PSDB.2.3.2 **Disposal of unsuitable and make up of deficiency of backfill material** (5.6.3 and 5.6.5)

The free-haul distance shall be the entire site of works, for each project.

PSDB.2.3.3 **Completion of backfilling** (Clause 5.6.6)

Backfilling around the pipe shall not be allowed to fall more than 250m behind the laying of the pipe.

After the pipes have been laid, no backfilling shall be undertaken until the pipes have been inspected and approved by the Engineer.

The Contractor may use his discretion as to whether to backfill around joints before the pipeline is tested and should he decide to backfill the joints he shall be responsible for the locating of any leaks and no extra payment shall be made for any re-excavation and subsequent reinstatement.

PSDB.2.4      COMPACTION (5.7)

PSDB.2.4.1    **Areas subject to traffic loads** (5.7.2)

Areas subject to traffic loads will be instructed by the Engineer in writing. No other areas will be considered for payment. The contractor will be expected to provide test results from an approved laboratory demonstrating that the additional compactive effort has been achieved. No additional payment will be made for these tests.

PSDB.2.5      SHORING (5.11)

In view of the fact that the excavation will take place in open areas, no additional payment will be made for shoring. The measurement width will also remain as specified herein although the Contractor may wish to batter the sides to avoid the need for shoring.

The provision for shoring shall be deemed to be included in the relevant rates for excavation. The Contractor's attention is drawn to the need to operate safely and to ensure that trenches are either shored or battered to a safe slope.

**PSDB.3            MEASUREMENT AND PAYMENT (8)**

PSDB.3.1      BASIC PRINCIPLES (8.1)

In addition to the activities listed in 8.1.1, excavation shall also include for the cost of piping and compacting the trench bottom to a minimum of 90% MOD AASHTO density in all materials irrespective of whether the base has been loosened or not during excavation.

PSDB.3.2      **Excavation ancillaries** (8.3.3)

PSDB.3.2.1    **Overhaul** (8.3.3.4)

Overhaul distance shall be calculated from the point of loading to the point of placing less the 0,1km free haul, in one direction only, by the shortest practicable route. Only one type of overhaul will be measured.

**PSDK GABIONS AND PITCHING**

**PSDK.1 MATERIALS (3)**

**PSDK .1.1 Gabion Cages (3.1.2)**

The cages for gabion baskets shall comprise mesh type 80 and 2.7mm Class A galvanized wire. The cages for reno mattresses shall comprise mesh type 60 with 2.2mm Class A galvanized wire.

**PSDK .1.2 Geotextile (3.1.3)**

The geotextile shall comprise grade A2 as indicated in the tables below.

Properties		Units	Standard Grades							Test Methods
			A1	A2	A3	A4	A5	A6	A7	
Thickness	Thickness under 2 kPa	mm	1.3	1.6	1.8	2.1	2.7	3.4	4.4	SABS 0221-88
Permittivity	@ 100mm head	S <sup>-1</sup>	3	2.9	2.5	2.3	2	1.7	1.1	Cal
Porosity	Under 2 kPa	%	93	93	93	93	93	92	90	GTS
Throughflow	@ 100mm head	l/s/m <sup>2</sup>	300	285	250	235	200	180	110	SABS 0221-88
Permeability	1.0 x 10 <sup>-3</sup>	m/s	3.9	4.3	4.5	4.9	5.4	5.9	4.8	
Pore Size	O <sub>95W</sub>	µm	240	225	205	190	165	145	100	Franzius Institute
	O <sub>95H</sub>	µm	195	185	170	155	125	100	70	NF,G 38017
Penetration Load	CBR	kN	1.5	1.7	2.1	2.5	3.6	4.5	6.5	SABS 0221-88
	Elongation	%	30-50							

Installation Conditions	Grade of Geotextile				
	A1	A2	A3	A4	A5
Trench < 2.0m dep with smooth sides and rounded drainage stone with moderate compaction	•				
Trench < 2.0m deep with rough sides or sharp drainage stone with moderate compaction		•			
Trench < 2.0m deep with rough sides or sharp drainage stone with high compaction			•		
Trench > 2.0m deep with smooth sides and rounded drainage stone with moderate compaction				•	
Trench > 2.0m deep with rough sides or sharp drainage stone with high compaction					•

**PSDK.1.3 Stone (3.2.1)**

The stone to be used on this contract shall be as classified as medium in terms of Table 2.

**PSDK.2 CONSTRUCTION (5)**

**PSDK.2.1 Stone Catchwater Berms (New clause 5.3.6)**

Where instructed by the Engineer, stone catchwater berms shall be constructed to the dimensions shown on the drawings. The stone shall be classified as medium in terms of Clause 3.2.1 Table 2. The placing of the stones shall be as specified in Clause 5.3.2 with the exception that the last paragraph of Clause 5.3.2 is to be deleted.

**PSDM EARTHWORKS (ROADS, SUBGRADE)**

**PSDM.1 MATERIALS (1)**

**PSDM 3.1.1 CLASSIFICATION FOR EXCAVATION PURPOSES**

Method of Classifying. The Contractor may use any method he chooses to excavate any class of material but his chosen method of excavation shall not determine the classification of the excavation. The Engineer will decide on the classification of the materials. The classification will be based on inspection of the material to be excavated and on the criteria given in 3.1.2(a)-(e), as applicable. All equipment specified in 3.1.2(a)-(c) shall be in good working order. "Efficiently" as used in 3.1.2(a)-(c) shall be taken to mean "in a manner that can reasonably be expected of a contractor, having regard to the production achieved".

In the event of disagreement between the Contractor and the Engineer, it shall be the responsibility of the contractor, if so required and subject to the terms of Q.I, to use available at his own expense Buell II8Chanfc:at equivalent as is specified in 3.1.2(a)-(c), In order to assess the reasonable removability or otherwise of the material. The Engineer's decision on the classification shall then, subject to the relevant provisions of the contract, be final and binding.

**3.1.2 Classes of Excavation**

The excavation of material will be classified as follows for purposes of measurement and payment:

(a) Soft excavation

Other than in restricted excavation, shall be excavation in material that can be efficiently removed or loaded, without prior ripping, by any suitable plant:

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	<b>PSGA</b>	<b><u>CONCRETE (SMALL WORKS)</u></b>
<b>PSGA.1</b>	<b>PLANT</b>	<b>(4)</b>
PSGA.1.2	<b>Finish</b>	<b>(4.4.2)</b>
		The finish of all exposed concrete whether internal or external shall be smooth "off the shutter" all other concrete surfaces shall be measured as rough.
<b>PSGA.2</b>	<b>CONSTRUCTION</b>	<b>(5)</b>
PSGA.2.1	<b>Fixing</b>	<b>(5.1.2)</b>
		Welding of reinforcement will not be permitted.
PSGA.2.2	<b>Quality</b>	<b>(5.4.1)</b>
		All concrete used on this contract shall be strength concrete.
		On the drawings strength concrete has been designated by its characteristic strength followed by the size of stone to be used in its manufacture, e.g. 30/20 refers to a concrete of strength 30 MPa at 28 days made with 20mm stone.
PSGA.2.3	<b>Ready mixed concrete</b>	<b>(5.4.1.6)</b>
		No ready mixed concrete will be allowed in this contract. All concrete required for this project is to be mixed using Labour Intensive methods (LI).
<b>PSGA.3</b>	<b>TESTS</b>	<b>(7)</b>
PSGA.3.1	<b>Frequency of testing</b>	<b>(7.1.2)</b>
		As the concrete used on this contract will involve small quantities the Engineer will decide when testing is to be done. The Contractor is however required to provide a minimum of 3 molds and to make the tests.
<b>PSGA.4</b>	<b>MEASUREMENT AND PAYMENT</b>	<b>(8)</b>
PSGA.4.1	<b>Concrete</b>	<b>(8.1.3.3)</b>
PSGA.4.2	(a)	The unit rates for concrete shall include for the cost of testing.

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**PSHA      STRUCTURAL STEELWORK**

**PSHA.1      CONSTRUCTION (5)**

PSHA.1.1      Add the following sub-clause:

5.5.6      **Fasteners:**

Erection shall include the supply of fasteners.

**PSHA.2      MEASUREMENT AND PAYMENT (8)**

PSHA.1.2      **Erection on site (8.3.3)**

Add the following:

The unit rate for erection shall cover the cost of fasteners.

**PSME – SUBBASE**

**Scope**

1.1 This specification covers the procurement, placing, compaction, and finishing of natural gravel or stabilized granular subbase layers beneath the road basecourse.

**Materials**

2.1 Subbase material shall consist of either natural gravel or stabilized granular material conforming to required grading envelopes.

2.2 Minimum CBR of 30% (unsoaked), tested in accordance with SANS 3001-MTK-3.

**Construction**

3.1 Place in uniform layers not exceeding 150 mm compacted thickness.

3.2 Compact to at least 93% of Mod. AASHTO maximum dry density.

**Tolerances & Testing**

4.1 Measure thickness at a minimum of one point per 200 m<sup>2</sup>.

4.2 Control density via sand replacement or nuclear gauge tests ; CBR anytime material is suspect.

**PS MF – BASE**

**Scope**

1.1 Covers crushed stone, crusher-run, stabilized gravel, or water bound macadam used as base layers.

**Materials**

2.1 Material classification G1–G4; crushed stone for G1.

2.2 Grading, particle shape, and plasticity index to comply with SABS 1200 MF:1981

**Placing & Compaction**

3.1 Layer thickness ≤ 100 mm compacted.

3.2 Compact to ≥ 95% max dry density (Mod. AASHTO).

**Finishing & Tolerances**

4.1 Surface evenness within ±10 mm over a 3 m straightedge.

4.2 Side slopes and crossfall per design, typically 1:20–1:30.

## **PSMK – KERBING AND CHANNELLING**

### **Scope**

1.1 Covers cast-in-situ or precast concrete kerbs, channel blocks, and edge restraints.

### **Materials**

2.1 Concrete minimum grade 25 MPa at 28 days; steel reinforcement as per design.

### **Construction**

3.1 Excavate to firm bearing, compact formation, provide blinding layer.

3.2 Bed precast units on mortar (1:3 cement/sand) and haunch with concrete (1:2:4).

### **Tolerances**

4.1 Longitudinal alignment within  $\pm 5$  mm, level within  $\pm 3$  mm.

4.2 Joint spacing, expansion joints per drawings.

## **PS MM – ROAD MARKINGS**

### **Scope**

1.1 Covers application of traffic lines, symbols, arrows, and raised pavement markers.

### **Materials**

2.1 Use thermoplastic, solvent-based paints, or cold plastic coatings.

2.2 Reflectivity achieved using glass beads per SANS 1200 MM:1984

### **Application**

3.1 Apply in dry, clean conditions; thickness  $\geq 300$   $\mu\text{m}$  (paint) or  $\geq 1.0$  mm (thermoplastic).

### **Quality Assurance**

4.1 Initial and nighttime visibility tested; skid resistance to meet STR  $\geq 60$ .

## **PS – ROAD SIGNS**

### **Scope**

1.1 Covers supply and installation of regulatory, warning, and directional road signs.

### **Materials**

2.1 Reflective sheeting as per SANS EN 12899; substrates of 2 mm aluminum or 3 mm zinc-aluminum.

2.2 Post materials galvanized; sleeves and anchor blocks as specified.

### **Installation**

3.1 Mounting height per category (e.g., 2 m above pavement for side-mounted signs).

3.2 Embedment depth as per drawing, typically 600–1000 mm.

### **Performance**

4.1 Sheeting must maintain reflectivity  $\geq$  specified after 5 years.

4.2 Orientation and legibility within design tolerances.

## **PS L – STORMWATER DRAINAGE**

### **Scope**

1.1 Covers installation of pipelines and structures for stormwater drainage within roadworks.

### **Materials**

2.1 Pipes (concrete, PVC, etc.) to specified class (e.g. 50D, 75D). Bedding material

granular, free-draining.

**Installation**

- 3.1 Excavate trench to formation level and grade; place bedding and pipe; backfill in lifts not exceeding 200 mm, compacted.
- 3.2 Install manholes and catchpits per drawing; joints sealed per SANS pipe standard.

**Testing**

- 4.1 Pipeline tested via water or air test per SANS 1200 L :1983.
- 4.2 Final levels and gradients measured and certified.

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**PSLB**      **BEDDING (PIPES)**

**PSLB.1**      **INTERPRETATIONS (2)**

PSLB.1.1      **DEFINITIONS** (2.3)

Add the following new definition:

PSLB.1.1.1      **Stone mat**

Material that complies with the requirements of PSLB.2.3

**PSLB.2**      **MATERIALS (3)**

PSLB.2.1      **SELECTED GRANULAR BEDDING** (3.1)

Add the following new subclause:

PSLB.2.1.1      **STONE MAT** (3.1.1)

Stone mat shall be 13,2mm nominal size stone for concrete complying with the requirements of SABS 1083 (Category 2).

PSLB.2.2      **BEDDING** (3.3)

PSLB.2.2.1      **GRANULAR BEDDING** (3.3.1)

Add the following to the clause:

“All granular material must come from suitable borrow pits. Material from borrow pits must be tested, and results supplied to the engineer for approval prior to use.

The rate for granular material sourced from borrow pits shall include for all work to select, remove oversize and/or unsuitable material by sieving etc.”

PSLB.2.2.2      **PLACING OF BEDDING** (3.5)

Add the following new clause:

“All bedding from commercial/borrow shall be hauled and placed along the trench at intervals not closer than 100m. The bedding material shall then be hauled with wheel barrow from the stockpile to the trench by Labour intensive methods (LI).”

**PSLB.3**      **CONSTRUCTION (5)**

PSLB.3.1      Details of Bedding (5.1.2)

Delete clause 5.1.2a and 5.1.2b and substitute:

“Pipes should be bedded and protected in accordance with the details shown on the relevant drawing”.

**PSLB.4**      **TOLERANCES (6)**

PSLB.4.1      **MOISTURE CONTENT AND PAYMENT** (6.1)

Add the following to the clause:

“Permissible deviations of moisture content and density shall conform to Class II degree of accuracy.”

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**PSLB.5 MEASUREMENT AND PAYMENT (8)**

**PSLB.5.1 Disposal of displaced material (8.1.5)**

Amend to read:

“Material displaced by importation of material in terms of 8.1.2 shall be spread leveled and shaped to conform with the natural contours adjacent the trench. Overhaul will be paid on such material. In all cases the thickness of the material once spread shall not exceed 100mm”.

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**PART B2 : PARTICULAR SPECIFICATIONS**

In addition to the Standardized and Project Specifications the following Particular Specifications shall apply to this contract and are bound in hereafter.

PB: OHS 1993:HEALTH AND SAFETY SPECIFICATION

PC: ENVIRONMENTAL MANAGEMENT SPECIFICATION

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**PB: OHSA 1993 HEALTH AND SAFETY SPECIFICATION**

**PB.1 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 C1.2.4 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 safety specification and the Contractor's own 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 are possible risks associated with this project:

- Working high above the ground on top and below the bridge, most of the time in a restricted environment with limited landings (working platforms);
- Working above a continuously flowing river and in a flood plain environment subject to flooding;
- Lifting and lowering of materials and equipment from the ground to the bridge and vice versa, exposed to cross winds;
- Steep and restricted access to the lower flood plain below the bridge
- Potentially dangerous existing services, i.e. gas lines, water and sewerage mains, electrical high voltage cables, on the bridge, buried and overhead
- Deep excavations in soils requiring shoring or reducing of slopes
- Blasting of hard rock or demolition of concrete
- High pressure during testing of the new rising main, which could result in potentially dangerous situations in the event of the pipeline or fittings failing
- Potentially harmful gasses when tying into existing sewer mains
- Movement of construction vehicles on site, taking into consideration steep slopes, other traffic and existing services
- Exposure to possible injuries due to mishandling or failure of power and hand tools
- Falling debris, tools and materials from bridge
- Non-conformance to specifications with regards to fasteners and materials
- Risks related to general safety and security on site
- Covid 19 and any other epidemic/pandemic declared.

Additional risks may arise from specific methods of construction selected by the Contractor which are not necessary covered in the above.

**PB.2 DEFINITIONS**

For the purpose of this contract the following shall apply:

**Employer** where used in the contract documents and in this specification, means the Employer as defined in the General Conditions of Contract and it shall have the exact same meaning as **client** as defined in the Construction Regulations 2003. **Employer** and **client** is therefore interchangeable and shall be read in the context of the relevant document.

- (a) “**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.  
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 OHS Act 1993, be the mandatory, without derogating from his status as an employer in his own right.
- (b) “**Engineer**” where used in this specification, means the Engineer as defined in the General Conditions of Contract. 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).

### **PB.3 TENDERS**

The Contractor shall submit the following with his tender:

- (a) a documented Health and Safety Plan as stipulated in Regulation 5 of the Construction Regulations. The Safety Plan must be based on the Construction Regulations 2003 and will be subject to approval by the Employer;
- (b) a declaration to the effect that he has the competence and necessary resources to carry out the work safely in compliance with the Construction Regulations 2003;
- (c) a declaration to the effect that he made provision in this tender for the cost of the health and safety measures envisaged in the Construction Regulations; and
- (d) Failure to submit the foregoing with his tender, will lead to the conclusion that the Contractor will not be able to carry out the work under the contract safely in accordance with the Construction Regulations.

### **PB.4 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;
- (a) construction work that will exceed 30 days or 300 person-days;
- (b) 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 on page T.53 (Forms to be Completed by Successful Tenderer) of the tender document.

A copy of the notification form must be kept on site, available for inspection by inspectors, Employer, Engineer, employees and persons on site.

### **PB.5 RISK ASSESSMENT**

Before commencement of any construction work during the construction period, the Contractor shall have a risk assessment performed and recorded in writing by a competent person. (Refer 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 risk assessment 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.

This risk assessment is to include present Covid 19 epidemic and other epidemics/pandemics declared.

## **PB.6 APPOINTMENT OF EMPLOYEES AND SUBCONTRACTORS**

### **PB.6.1 Health and Safety plan**

The Contractor shall appoint his employees and any subcontractors to be employed on the contract, in writing, 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.

### **PB.6.2 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.

This induction should include Covid 19 and any other epidemic/pandemic declared, regulations and safety aspects.

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.

## **PB.7 APPOINTMENT OF SAFETY PERSONNEL**

### **PB.7.1 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.

### **PB.7.2 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.

### **PB.7.3 Health and safety representatives**

In terms of **Section 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 100 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 base, to participate in consultations with inspectors and to attend meetings of the health and safety committee.

Further to these above measures, the Health and Safety officer is to check that all regulations related to Covid 19, are applied/carried out on site.

#### **PB.7.4 Health and safety committee**

In terms of Sections 17 and 18 of the Act (OHS Act 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, and to make recommendations regarding health and safety to the Contractor and to keep record of recommendations and reports made by the committee.

Further to these above measures, the Health and Safety committee is to check that all regulations related to Covid 19, are applied/carried out on site.

#### **PB.7.5 Competent persons**

In accordance with the Construction Regulations the Contractor has to appoint in writing **competent persons** responsible for supervising construction work on 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
- (m) competent person as described in Regulation 21(1);
- (n) Control of all temporary electrical installation on the construction site as described in Regulation 22;
- (o) Stacking and storage on construction sites as described in Regulation 26; and
- (p) 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.

#### **PB.8 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 and subcontractors and employees. The following records and registers must be kept on site and shall be available for inspection at all times.

- (q) Covid 19 register as required.
- (r) A copy of the OHS 1993 Construction Regulations 2014;
- (s) A copy of this Health and Safety Specification;
- (t) A copy of the Contractor's Health and Safety Plan (Regulation 4);
- (u) A copy of the Notification of Construction Work (Regulation 3);
- (v) A health and safety file in terms of Regulation 5(7) with inputs by the Construction Safety Officer (Regulation 6(7));
- (w) A copy of the risk assessment described in Regulation 7;
- (x) A full protection plan and the corresponding records of evaluation and training of employees working from elevated positions as described in Regulation 8;
- (y) Drawings pertaining to the design of structures (Regulation 9(3)) and formwork and support work structures (Regulation 10(d)) must be kept on site;
- (z) Pronouncement of the safety of excavations must be recorded in a register to be kept on site (Regulation 11(3)(h));
- (aa) A copy of the certificate of the system design for suspended platforms (Regulation 15(3));
- (bb) A notice must be affixed around the base towers of material hoists to indicate the maximum mass load, which may be carried at any one time by material hoists (Regulation 7(5));
- (cc) Maintenance records of material hoists and inspection results must be kept in a record book to be kept on site (Regulation 17(8));
- (dd) A record of any repairs to or maintenance of a batch plant must be kept on site (Regulations 18(9));
- (ee) A warning notice must be displayed in a conspicuous manner when and wherever an explosive powered tool is used (Regulation 19(2));
- (ff) A register for recording of findings by the competent person appointed to inspect construction vehicles and mobile plant (Regulation 21(1)(j)).

#### **PB.9 HEALTH AND SAFETY FILE**

The contractors H& S file is to include the following, but not limited to;

- a. Health and safety policy statement and appointments
- b. Preparation for mobilization checklist
- c. Compliance officer appointment letters
- d. Employees site induction
- e. Establishment method statement
- f. Safe work practices – general, social distancing, cleaning, screening and monitoring
- g. Procedures in place for the above item.
- h. Addendum to BRA and HS specifications.
- i. Compliance assessment checklist
- j. Contractors work/labor plan

#### **PB.10 CONTRACTORS RESPONSIBILITIES**

For this contract the Contractor will be the mandatory of the Employer (Client), as defined in the Act (OHS 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 (OHS 1993) and the Construction Regulations 2003.

Before commencement of work under the contract, the Contractor shall enter into an agreement with the Employer (Client) to confirm his status as mandatory (employer) for the contract under consideration.

The Contractor's duties and responsibilities are clearly set out in the Construction Regulations 2003, and are not repeated in detail but some important aspects are highlighted hereafter, without relieving the Contractor of any of his duties and responsibilities in terms of the Construction Regulations.

(a) Contractor's position in relation to the Employer (Client) (Regulation 4)

In accordance with Section 4 of the Regulations, the Contractor shall liaise closely with the Employer or the Engineer on behalf of the Employer, to ensure that all requirements of the Act and the Regulations are met and complied with.

(b) The Principal Contractor and Contractor (Regulation 5)

The Contractor is in terms of the definition in Regulation 2(b) the equivalent of Principle Contractor as defined in the Construction Regulations, and he shall comply with all the provisions of Regulation 5.

Any subcontractors employed by the Contractor must be appointed in writing, setting out the terms of the appointment in respect of health and safety. An independent subcontractor shall however provide and demonstrate to the Contractor a suitable, acceptable and sufficiently documented health and safety plan before commencement of the subcontract. In the absence of such a health and safety plan the subcontractor shall undertake in writing that he will comply with the Contractor's safety plan, the health and safety specifications of the Employer and the Construction Regulations 2003.

(c) Supervision of construction work (Regulation 6)

The Contractor shall appoint the safety and other personnel and employees as required in terms of Regulation 6 and as set out in paragraph 7 above. Appointment of those personnel and employees does not relieve the Contractor from any of the obligations under Regulation 6.

(d) Risk assessment (Regulation 7)

The Contractor shall have the risk assessment made as set out in paragraph 7 above before commencement of the work and it must be available on site for inspection at all times. The Contractor shall consult with the health and safety committee or health and safety representative(s) etc. on a regular basis to ensure that all employees, including subcontractors under his control, are informed and trained by a competent person regarding health hazards and related work procedures.

Risk assessment is to include all Covid 19 related issues, that includes but not limited to the following, health of employees, social distancing, cleaning, screening and monitoring etc.

No subcontractor, employee or visitor shall be allowed to enter the site of works without prior health and safety induction training, all as specified in Regulation 7.

(e) Fall protection (Regulation 8)

Fall protection, if applicable to this contract shall comply in all respects with Regulation 8 of the Construction Regulations.

(f) Structures (Regulation 9)

The Contractor will be liable for all claims arising from collapse or failure of structures if he failed to comply with all the specifications, project specifications and drawings related to the structures, unless it can be proved

That such collapse or failure can be attributed to faulty design or insufficient design standards on which the specifications and the drawings are based.

In addition the Contractor shall comply with all aspects of Regulation 9 of the Construction Regulations.

(g) Formwork and support work (Regulation 10)

The Contractor will be responsible for the adequate design of all formwork and support structures by a competent person.

All drawings pertaining to formwork shall be kept on site and all equipment and materials used in formwork, shall be carefully examined and checked for suitability by a competent person. The provisions of Regulation 10 of the Construction Regulations shall be followed in every detail.

(h) Excavation work (Regulation 11)

It is essential that the Contractor shall follow the instructions and precautions in the Standard Specifications and Project Specifications as well as the provisions of the Construction Regulations to the letter as unsafe excavations can be a major hazard on any construction site. The Contractor shall therefore ensure that all excavation work is carried out under the supervision of a competent person, that inspections are carried out by a Professional Engineer or Technologist, and that all work is done in such a manner that no hazards are created by unsafe excavations and working conditions.

Supervision by a competent person will not relieve the Contractor from any of his duties and responsibilities under Regulation 11 of the Construction Regulations.

(i) Demolition work (Regulation 12)

Whenever demolition work is included in a contract, the Contractor shall comply with all the requirements of Regulation 12 of the Construction Regulations. The fact that a competent person has to be appointed by the Contractor does not relieve the Contractor from any of his responsibilities in respect of safety of demolition work.

(j) Tunneling (Regulation 13)

The Contractor shall comply with Regulation 13 wherever tunnelling of any kind is involved.

(k) Scaffolding (Regulation 14)

The Contractor shall ensure that all the provisions of Regulation 14 of the Construction Regulations are complied with. [Note: Reference in the Regulations to "Section 44 of the Act" should read "Section 43 of the Act"].

(l) Suspended platforms (Regulation 15)

Wherever suspended platforms will be necessary on any contract, the Contractor shall ensure that copies of the system design issued by a Professional Engineer are submitted to the Engineer for inspection and approval. The Contractor shall appoint competent persons as supervisors and competent scaffold erectors, operators and inspectors and ensure that all

work related to suspended platforms are done in accordance with Regulation 15 of the Construction Regulations.

(m) Boatswain's chain (Regulation 16)

Where boatswain's chains are required on the construction site, the Contractor shall comply with Regulation 16.

(n) Material Hoists (Regulation 17)

Wherever applicable, the Contractor shall comply with the provisions of Regulation 17 to the letter.

(o) Batch plants (Regulation 18)

Wherever applicable, the Contractor shall ensure that all lifting machines, lifting tackle, conveyors, etc. used in the operation of a batch plant shall comply with, and that all operators, supervisors and employees are strictly held to the provisions of Regulation 18. The Contractor shall ensure that the General Safety Regulations (Government Notice R1031 of 30 May 1986), the Driven Machinery Regulations (Government Notice R295 of 26/2/1988) and the Electrical Installation Regulations (Government Notice R2271 of 11/10/1995) are adhered to by all involved.

In terms of the Regulations, records of repairs and maintenance shall be kept on site.

(p) Explosive powered tools (Regulation 19)

The Contractor shall ensure that, wherever explosive-powered tools are required to be used, all safety provisions of Regulation 19 are complied with.

It is especially important that warning notices are displayed and that the issue and return of cartridges and spent cartridges be recorded in a register to be kept on site.

(q) Cranes (Regulation 20)

Wherever the use of tower cranes becomes necessary, the provisions of Regulation 20 shall be complied with.

(r) Construction vehicles and mobile plant (Regulation 21)

The Contractor shall ensure that all construction vehicles and plant are in good working condition and safe for use, and that they are used in accordance with their design and intended use. The vehicles and plant shall only be operated by workers or operators who have received appropriate training, all in accordance with all the requirements of Regulation 21.

All vehicles and plant must be inspected on a daily basis, prior to use, by a competent person and the findings must be recorded in a register to be kept on site.

(s) Electrical installation and machinery on construction sites (Regulation 22)

The Contractor shall comply with the Electrical Installation Regulations (Government Notice R2920 of 23 October 1992) and the Electrical Machinery Regulations (Government Notice R1953 of 12 August 1993). Before commencement of construction, the Contractor shall take adequate steps to ascertain the presence of, and guard against dangers and hazards due to electrical cables and apparatus under, over or on the site.

All temporary electrical installations on the site shall be under the control of a competent person, without relieving the Contractor of his responsibility for the health and safety of all workers and persons on site in terms of Regulation 22.

(t) Use of temporary storage of flammable liquids on construction (Regulation 23)

The Contractor shall comply with the provisions of the General Safety Regulations (Government Notice R1031 of 30 May 1986) and all the provisions of Regulation 23 of the Construction Regulations to ensure a safe and hazard-free environment to all workers and other persons on site.

(u) Water environments (Regulation 24)

Where construction work is done over or in close proximity to water, the provisions of Regulation 24 shall apply.

(v) Housekeeping on Construction sites (Regulation 25)

Housekeeping on all construction sites shall be in accordance with the provisions of the environment Regulations for workplaces (Government Notice R2281 of 16 October 1987) and all the provisions of Regulation 25 of the Construction Regulations.

(w) Stacking and storage on construction sites (Regulation 26)

The provisions for the stacking of articles contained in the General Safety Regulations (Government Notice R1031 of 30 May 1986) as well as all the provisions Regulation 26 of the Construction Regulations shall apply.

(x) Fire precautions on construction sites (Regulation 27)

The provisions of the Environmental Regulations for Workplaces (Government Notice R2281 of 16 October 1987) shall apply.

In addition the necessary precautions shall be taken to prevent the incidence of fires, to provide adequate and sufficient fire protection equipment, sirens, escape routes etc. all in accordance with Regulation 27 of the Construction Regulations.

(y) Construction welfare facilities (Regulation 28)

The Contractor shall comply with the construction site provisions as in the Facilities Regulations (Government Notice R1593 of 12 August 1988) and the provisions of Regulation 28 of the Construction Regulations.

(z) Non-compliance with the Construction Regulations 2003

The foregoing is a summary of parts of the Construction Regulations applicable to all construction projects.

The Contractor, as employer for the execution of the contract, shall ensure that all provisions of the Construction Regulations applicable to the contract under consideration are complied with to the letter.

Should the Contractor fail to comply with the provisions of the Regulations 3 to 28 as listed in Regulation 30, he will be guilty of an offence and will be liable, upon conviction, to the fines or imprisonment as set out in Regulation 30.

**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.***

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**PB.11 MEASUREMENT AND PAYMENT**

**PB.11.1 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 during the construction process. All associated activities and expenditure are deemed to be included in the Contractor's tendered rates and prices.

**(a) Safety personnel**

The Construction Supervisor, the Construction Safety Officer, Health and Safety Representatives, Health and Safety Committee and Competent Persons referred to in clauses 7.1 to 7.5 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 PB8 is regarded as a normal duty of the Contractor for which no additional payment will be considered, and which is deemed to be included in the Contractor's tendered rates and prices.

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**PC :**                    **ENVIRONMENTAL MANAGEMENT PLAN**

**PC.1**                    **PLANS**

Prior to establishment of the site camp(s), the Contractor shall produce a plan showing the positions of all buildings, laydown yards, vehicle wash areas, fuel storage areas, batching areas and other infrastructure for approval by the Engineer.

**PC.2**                    **USE OF LAND**

The Contractor shall not use the land comprising the Works or any land connected to the Works, for any purpose whatsoever other than for the proper carrying out of the Works and shall place any camps that may be required for himself and his employees only on sites approved by the Engineer.

No trees or bushes shall be damaged or cut down by the Contractor or by any of his employees whether for use in the Works or otherwise without the written consent of the Engineer.

**PC.3**                    **VEGETATION CLEARANCE**

**PC.3.1**                    **Woody vegetation**

PC.3.1 .1                Prior to the start of construction, woody vegetative matter shall, where directed in writing by the Engineer, be stripped. This material shall either be spread randomly throughout the surrounding veld so as to provide biomass for other micro-organisms and habitats for small mammals and birds, or it may be stockpiled for later redistribution over the reinstated topsoiled surface.

PC.3.1.2                No vegetative matter shall be burnt or removed for firewood.

**PC.3.2**                    **Herbaceous vegetation**

During clearing of woody vegetation no basal cover or grass and topsoil shall be removed and damage to this layer shall be minimized as far as possible.

**PC.4**                    **PROTECTION OF VEGETATION**

The Contractor shall ensure that all works are undertaken in such a manner that vegetation outside the Works area is not damaged.

**PC.4.1**                    **Vegetation within or adjacent or outside the Works area**

The following provisions shall apply with respect to the protection of areas of vegetation.

PC.4.1.1                No tree or shrub shall be felled, lopped, cut or pruned without the prior written approval of the Engineer;

PC.4.1.2                No tree or shrub shall be felled, lopped, cut or pruned until it has been clearly marked for this purpose by the Engineer;

PC.4.1.3                No tree shall be burned for any reason;

PC.4.1.4                For every tree protected by these specifications, which is removed or, in the opinion of the Engineer, is unduly damaged by the Contractor, the Contractor shall pay a penalty of R2000,00 per tree to the Employer;

PC.4.1.5                Trees which have been selected for preservation by the Engineer shall be fenced around their drip line. The fence shall be clearly marked with danger tape. No open fires shall be allowed within this fenced area, nor shall vehicles be parked underneath these trees. The area shall also not be used for material storage or as allocation for temporary buildings;

and

PC.4.1.6 Where such trees are located within the working width of the pipeline, the pipeline shall be aligned to avoid these trees wherever possible.

#### **PC.4.2 Transplantation of rare and endangered plant species**

Prior to vegetation clearing, any rare or endangered plant species which have been identified by the Engineer or his environmental representative must be removed and transplanted as instructed herein.

PC.4.2.1 Transplanting of small trees (1 to 1,5m height) and small shrubs (0,5 to 1m height)

- a. Trees and shrubs shall only be transported between the months of April and September. Deciduous trees and shrubs shall be transplanted only when they are in a leafless condition.
- b. Holes for transplanting trees and shrubs shall be dug before these plants are dug out. Trees shall be planted in holes of 1m x 1m x 1m and shrubs shall be transplanted in holes of 600mm x 600mm x 600mm.
- c. Trees and shrubs shall be planted so that their stems or trunks are at the same depth as in their original location. The orientation of the transplanted plants must be the same as in their original location (i.e. the north-facing side of the plant must remain north-facing after it has been planted.)
- d. Transplanted plants shall be pruned to limit transpiration. Plants shall also be sprayed with an evapotranspiration retardant liquid if they are evergreen.
- e. Transplanted plants shall be watered once a week for 5 weeks and thereafter once every 2 weeks.

PC.4.2.2 Transplanting aloes, succulents and bulbous plants

- a. Aloes, succulents and evergreen bulbous plants may be transplanted at any time of the year.
- b. Aloes and bulbous plants shall be planted in similar conditions and to the same depth as they were before they were removed.
- c. Transplanted aloes and bulbs shall be watered once directly after transplanting to settle the soil.

#### **PC.4.3 Alien vegetation**

The Engineer may instruct the Contractor to remove alien vegetation from the works area for the duration of the construction and maintenance period. Such vegetation will be identified by the Engineer or his environmental representative and the method of eradication will be specified by him/her.

The use of topsoil for rehabilitation contaminated with the seed of alien vegetation will not be permitted.

#### **PC.5 PROTECTION OF FAUNA**

The Contractor shall ensure that all Works are undertaken in such a manner which minimizes the impact on the local fauna and shall apply the following specifications with respect to fauna management and protection:

PC.5.1 Under no circumstances shall any animals be handled, removed, killed or interfered with by the Contractor, his subcontractors or his subcontractors' employees;

- PC.5.2 The Contractor and his employees shall not bring any domestic animals onto the site;
- PC.5.3 The contractor shall ensure that the work site is kept clean and tidy and free from rubbish which would attract animal pests;
- PC.5.4 There shall be no feeding of animals;
- PC.5.5 The Contractor shall ensure that domestic and native animals belonging to the local community shall be kept away and are safe from unprotected works; and
- PC.5.6 The Contractor shall advise his workers of the penalty associated with the needless destruction of wildlife, as set out in the Animals Protection Act (Act 71 of 1962) sec. 2 (fine of R2 000 and/or 12 months imprisonment).

**PC.6 ARCHAEOLOGICAL ARTIFACTS**

- PC.6.1 Known archaeological sites shall be indicated by the Engineer and shall be protected by a three-strand fence which will be at least 2m outside the extremities of the site. The fence shall be clearly marked with danger tape.
- PC.6.2 Should the Contractor expose any archaeological artefacts during excavation, work on the area where the artefacts were found shall cease immediately and the Engineer shall be notified as soon possible.
- PC.6.3 Upon receipt of such notification, the Engineer will arrange for the excavation to be examined by an Archaeologist as soon as practicable. Acting upon the advice from the Archaeologist, the Engineer will advise the Contractor of the necessary actions to be taken.
- PC.6.4 Under no circumstances shall archaeological artefacts be removed, destroyed or interfered with by the Contractor, his employees, his subcontractors or his subcontractors' employees.
- PC.6.5 The Contractor shall ensure that none of his employees gain access to any archaeological areas (whether fenced or unfenced), except when authorised to do so by the Engineer.
- PC.6.6 The Contractor shall stay strictly within the 20m working width of the Works in order to prevent disturbance of possible grave sites and remnant settlements. Should any work be necessary outside of the working width, then this shall only be done in areas approved by the Engineer.

**PC.7 SCENIC QUALITY**

- PC.7.1 The Contractor shall not establish or undertake any activities which, in the opinion of the Engineer, are likely to adversely affect the scenic quality of the area. The Engineer may direct the Contractor to refrain from such activities or to take ameliorative actions to reduce the adverse effect of such activities on the scenic quality of the environment.
- PC.7.2 No painting or marking of natural features shall be done. Marking for surveying and other purposes shall only be done with pegs and beacons.
- PC.7.3 All cut and fill forms shall be rounded at the edges to blend then with the surrounding landforms.
- PC.7.4 Where instructed by the Engineer, all packed and exposed rock cuttings shall be treated in order to blend their colour with the colours of the natural weathered rocks of the adjacent environment.
- PC.7.5 Where instructed by the Engineer, all concrete structures shall be treated so as to blend in with the colours of the surrounding landscape. This shall be done either through painting or through treatment with a staining or coloration compound. All other permanent structures shall have colours which are chosen to blend in with the dominant colours of the

surrounding landscape. Painted surfaces shall be painted with non-reflective (matt) colours.

**PC.8 WORKING AREA**

PC.8.1 The area of construction along any pipeline shall be contained within a 20m working width.

**PC.9 ACCESS ROADS AND VEHICLE TURNING AREAS**

PC.9.1 No new permanent access roads other than those agreed to by the Engineer shall be developed by the Contractor.

PC.9.2 Existing roads shall be used as far as possible for inspection purposes.

PC.9.3 Topsoil shall be stripped as specified prior to construction and reinstated on completion of the use of the road.

PC.9.4 Any temporary access road shall form part of the 20m working width servitude.

PC.9.5 All new temporary access roads shall be approved by the Engineer. No deviation from the approved access roads shall be allowed.

PC.9.6 Horse and trailer vehicles transporting pipes may not turn in areas of cultivated lands but shall turn in areas specifically identified by the Engineer.

**PC.10 MATERIAL LAYDOWN AREAS**

Pipe and materials shall be stored within the pipeline servitudes. Where this is not convenient or in the interests of efficiency, other areas may be designated by the Engineer.

**PC.11 FIRES**

No open fires shall be permitted except in areas specifically prepared and controlled for this purpose.

**PC.12 FENCING**

PC.12.1 Where instructed by the Engineer, fencing shall be erected around sensitive natural or cultural elements to protect them from damage. No pedestrian or vehicular access shall be allowed into such fenced areas.

PC.12.2 In places where temporary fencing is required, the Contractor shall erect such fencing when and where required by the Engineer and re-erect and maintain temporary fencing as necessary. Temporary fencing shall remain in position either until it is replaced by permanent fencing or until completion of the whole of the Works, unless the Contractor requires, or the Engineer directs its earlier removal.

PC.12.3 If any fencing is removed temporarily for the execution of any part of the Works it shall be reinstated as soon as practicable by the Contractor.

PC.12.4 The clearing for permanent fencing shall be limited to the removal of trees and shrubs within 1m of the fence line. Where, possible, the fence line must be aligned to retain trees or groups of trees. There shall be no removal of the grass cover or topsoil within this width.

PC.12.5 Any fences damaged by the Contractor shall be repaired as soon as practicable at his cost.

**PC.13 TOPSOIL**

**PC.13.1 Source of topsoil**

Topsoil shall be stripped from all areas that are to be utilized during the construction period and where permanent structures and access is required. These areas will include all areas

to be excavated, the pipeline trench route, temporary and permanent access roads, construction camps, laydown areas, pump sites, valve chambers and borrow pits. Topsoil shall be stripped after clearing of woody vegetation and before excavation or construction commences.

The topsoil is regarded as the top 150mm of the soil profile, irrespective of the fertility appearance, agricultural potential, structure and composition of the soil.

**PC.13.2 Topsoil stripping**

PC.13.2.1 Soil shall be stripped to the depth indicated in the project specification, or to the depth of the bedrock where soil is shallower than that specified. Herbaceous vegetation, overlying grass and other fine organic matter shall not be removed from the stripped soil.

PC.13.2.2 No topsoil which has been stripped shall be buried or in any other way be rendered unsuitable for further use by mixing with spoil or by compaction by machinery.

PC.13.2.3 Topsoil shall preferably be stripped when it is in a dry condition in order to prevent compaction.

**PC.13.3 Topsoil stockpiling**

PC.13.3.1 Stripped topsoil shall be stockpiled on sites adjacent to where it has been stripped which have been approved by the Engineer. Soil stockpiles shall not take the form of windrows, unless this can be placed far enough away from the working area. This is to prevent the soil from being spread out or mixed with the other spoil during construction.

PC.13.3.2 No vehicles shall be allowed access onto the stockpiles after they have been placed. Topsoil stockpiles shall be clearly demarcated in order to prevent vehicle access and later for identification as being the resource for rehabilitation and vegetation establishment.

PC.13.3.3 Stockpiles shall not be allowed to become contaminated with oil, diesel, petrol, garbage or any other material which may inhibit the later growth of vegetation in the soil.

**PC.13.4 Topsoil placement**

PC.13.4.1 Topsoil shall be placed to the depth indicated in the project specification over all areas where it has been stripped and over disused borrow pits after construction in those areas has ceased. Topsoil placement shall be done concurrently with construction or as soon as construction in an area has ceased.

PC.13.4.2 Topsoil shall be placed in the same soil zone from which it has been stripped. However, if there is insufficient topsoil available from a particular soil zone to produce the minimum specified depth, topsoil of similar quality may be bought from other soil zones of similar quality at the approval of the Engineer.

PC.13.4.3 Topsoil shall be mounded and shaped around manholes and valve chambers which protrude above the ground and over the pipeline to facilitate subsequent consolidation of the backfill. The Contractor shall ensure that stormwater run-off is not channelled alongside the gentle mounding, but is taken diagonally across it.

PC.13.4.4 Where insufficient topsoil has been stripped by the Contractor to provide the minimum specified depth, the Contractor shall obtain suitable substitute material from other sources at no cost to the employer. The suitability of the substitute material shall be determined by means of a soil analysis which is acceptable to the Engineer or Environmental Officer.

PC.13.4.5 No vehicles shall be allowed access onto or through topsoil areas after it has been placed.

PC.13.4.6 After topsoil placement is complete, cleared and stockpiled vegetation matter shall be spread randomly by hand over the topsoiled area as instructed by the Engineer.

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**PC.14 BORROW PITS AND QUARRIES**

- PC.14.1 If a borrow pit is to be developed or an existing one is to be excavated, all topsoil from the area that is to be quarried must be stripped and stored for later rehabilitation of the pit.
- PC.14.2 Stripping and excavation actions shall be progressive in such manner that those parts of the borrow pit or quarry where work is complete can be rehabilitated while other areas are still being quarried.
- PC.14.3 Cut slopes of borrow pits and quarries shall have a vertical: horizontal gradient of not steeper than 1:3 (about 18 degrees), and preferably 1:5.
- PC.14.4 During excavation, work will be carried out in such a way that slopes of open works are not made dangerously steep.
- PC.14.5 Borrow pits shall be used as dump sites for excess rock spoil. On completion of spoiling the pits shall be reshaped and covered with layer of topsoil. On no account may spoil or rock be placed in drainage ways without the prior consent of the Engineer. On sites where old excavations are to be found, rock, waste and mud from new excavations will be used to fill in the old excavations.
- PC.14.6 Stormwater cut off drains shall be provided at the top of the cut slope, where identified as necessary by the Engineer, to prevent erosion of the rehabilitated surface of the borrow pit or quarry.
- PC.14.7 No borrow pit shall be used as a dump site for refuse material or for toxic material e.g. cement, oil, diesel, rubber and similar materials.
- PC.14.8 There will be no workshops, chemical or fuel stores on the borrow pit site.
- PC.14.9 Sufficient soil conservation works for preventing soil erosion will be established at the rehabilitated areas.

**PC.15 BATCHING**

Concrete shall be mixed only in areas which have been specially demarcated for this purpose. All concrete that is spilled outside these areas, shall be promptly removed by the Contractor and taken to an approved dump site. After all concrete mixing is complete, all waste concrete shall be removed from the batching area and disposed of at an approved dump site. Stormwater shall not be allowed to flow through the batching area. Water laden with cement shall be collected in a retention area for evaporation.

**PC.16 EROSION PREVENTION**

- PC.16.1 The Engineer will instruct the Contractor on the measures to be taken to ensure that there is no undue stormwater damage and soil erosion resulting from the construction activities. The Contractor shall nevertheless take interim measures to ensure that no undue erosion damage occurs and shall advise the Engineer of all potential problem areas.
- PC.16.2 Surface stormwater shall, where possible, not be allowed to be concentrated and to flow down cut or fill slopes or along the pipeline route without erosion protection measures being in place.
- PC.16.3 Stormwater deflection berms or stone pitched channels shall be constructed at regular intervals (plus minus every 15-30m) diagonally across the pipeline servitude on slopes as directed by the Engineer.

**PC.17 EARTHWORKS**

- PC.17.1 All cut and fill forms shall be rounded on the edges to allow them to blend with the surrounding landforms.

PC.17.2 Where the backfill over the pipe trench will impede the natural flow of water, the backfill shall be shaped to allow an even flow across the line.

**PC.19 SPOIL AND WASTE MATERIAL**

PC.19.1 The Contractor shall load and haul excess spoil to fill in the borrow pits or to dump sites approved by the Engineer. The dumped material must be finally rounded to have slopes not steeper than 1:3.

PC.19.2 The Contractor shall remove all foundations and similar waste and transport all such waste material off site to dump areas which have been approved by the Engineer.

**PC.20 REFUSE DISPOSAL**

The Contractor shall dispose of all refuse generated by him or his subcontractor on a weekly basis at an approved refuse disposal site.

**PC.21 ABLUTION FACILITIES**

Portable toilets shall be placed within easy access of the Contractor's employees. These toilets shall be moved to follow the progression of the Works. Waste generated by these toilets shall be disposed of in an acceptable manner following consultation with the Engineer.

**PC.22 CLEARANCE OF SITE ON COMPLETION**

PC.22.1 On completion of the Works, the Contractor shall clear away and remove from the works area all constructional plant, signboards, surplus rock and other material, foundations, plumbing and other fixtures, rubbish and temporary works of every kind. Areas thus cleared shall be graded and scarified to restore the ground to its original profile as near as practicable before topsoil placement and re-vegetation.

PC.22.2 The Contractor shall load and haul excess spoil to fill the borrow pits or to dump sites approved by the Engineer. The dumped material must be finally rounded off to have slopes not steeper than 1:3.

**PC.23 ENVIRONMENTAL AWARENESS OF EMPLOYEES**

The Contractor shall arrange that all his employees and those of his subcontractors receive environmental awareness and/or training before commencement of construction to the satisfaction of the Engineer, in order that they:

PC.23.1 acquire a basic understanding of the key environmental features of the work site and environs;

PC.23.2 are thoroughly familiar with the requirements of these Environmental Protection and Control Specifications as they apply to the Works;

PC.23.3 if required by the Engineer, receive basic training in the identification of archaeological artifacts, and rare and endangered flora and fauna that may be encountered along the route; and

PC.23.4 are made aware of any other environmental matters which are deemed to be necessary by the Engineer.

**PC.24 COMPLIANCE WITH ENVIRONMENTAL PROTECTION SPECIFICATION**

PC.24.1 All persons employed by the Contractor or his subcontractors shall abide by the requirements of these specification as they apply to the Works.

PC.24.2 Any employees of the Contractor or his subcontractors found to be in breach of any of the Environmental Protection Specifications may be ordered by the Engineer to leave site forthwith. No extension of time will be granted for any delay or impediment to the Contractor

PC.24.3 brought about by a person ordered to leave the site.  
 Supervisory staff of the Contractor and his subcontractor shall not direct any person to undertake any activities which would place such a person in contravention of the Environmental Protection and Control Specification.

**PC.25 COMPLIANCE AND MONITORING**

The Engineer shall be responsible for implementing a consistent monitoring programme to ensure that construction specifications are upheld and that negative environmental impacts are regularly assessed and mitigated against.

The Contractor shall obtain written approval from the Engineer that the site is rehabilitated to their satisfaction at the end of the contract (practical closure) as well as after a 12 month liability period (final closure). If, in the opinion of the Engineer, the Environmental Protection and Control Specifications have not been complied with, further rehabilitation measures can be specified, the costs of which will be borne by the Contractor.

**PD: PROVISION OF STRUCTURED TRAINING**

**CONTENTS**

Scope

Generic training

Entrepreneurial skills training

In-service training

Measurement and payment

**PD.1 SCOPE**

This specification covers the requirements for the provision of structured training to be arranged by the contractor over the period of this contract.

**PD.2 GENERIC TRAINING**

PD.2.1 The contractor shall, from the commencement of the contract, implement a structured progressive training programme.

PD.2.2 The generic training will inter alia comprise, but not be limited to the following subjects:

<b>Course Description</b>	<b>Estimated No. Of Trainees</b>	<b>Estimated Duration (Days)</b>
1. Road safety for construction workers		.....
2. Flagmen		.....
3. Concrete handling, placing and finishing		.....
4. Guardrails		.....
5. Bituminous road surfacing		.....

- PD.2.3 Training shall be at or by an approved accredited organisation and shall be delivered by suitably qualified and experienced trainers.
- PD.2.4 The tenderer shall provide with his tender full details of the structured training programme he intends to implement, which details shall include the following:  
(a) The name of the training institution and programme  
(b) The manner in which the training is to be delivered.  
(c) The numbers and details of the trainers
- PD.2.5 The contractor shall be responsible for the provision of everything necessary for the delivery of the generic training programme, including the following:  
(a) A suitable venue with sufficient furniture, lighting and power.  
(b) All necessary stationery consumables and study material  
(c) Transport of the students (as necessary)  
(d) Payment of wage to all trainees during the classroom training at a rate equal to the minimum wage as set in the Ministerial Determination for the Expanded Public Works Programme on an annual basis.  
(e) relevant PPE required for the project works  
(f) Additional supervision of learners during the practical learning stages of the works.  
Wage for the learners during this stage of the training will be paid through the outputs.
- PD.2.6 Generic training courses shall commence within one month of possession of site and be completed before the end of the contract period.
- PD.2.7 The contractor's training programme shall be subject to the approval of the engineer, and the contractor shall if so instructed by the engineer alter or amend the programme and course content if a need is identified once the contract commences.
- PD.2.8 The contractor shall keep comprehensive records of the training given to each student and whenever required shall provide copies of such records to the engineer. At the successful completion of each course each student shall be issued with a certificate indicating the course contents as proof of attendance and completion.
- In addition to the above, a monthly return shall be submitted by the contractor.
- PD.3 ENTREPRENEURIAL SKILLS TRAINING**
- PD.3.1 Small contractors and subcontractors will be entitled to receive a structured training programme, which will comprise both management skills as well as business development skills.
- PD.3.2 The contractor shall closely monitor the performance of all small subcontractors in the execution of their contracts and shall identify all such subcontractors who, in his opinion, display the potential to benefit from structured training as may be provided for in the contract and where required by the engineer, shall make recommendations in this regard. The final list of candidates will be decided between the contractor and the engineer.
- PD3.3 The training will be delivered by trainers who are accredited by the Civil Engineering Training Scheme (CEITS) or other institutions recognised by the Department of Labour. Accredited training refers to both the trainers as well as to the training material.
- PD3.4 The contractor shall facilitate in the delivery thereof, by instructing and motivating the subcontractor regarding attendance and participation therein.
- PD.3.5 The contractor shall further make all reasonable efforts to co-ordinate the programming of the subcontractor.

PD.3.6 The structured training will comprise out of the following as decided by the Employer:

Course Description	Estimated Duration (Days)
1. Basic Business Principles	.....
2. Basic Supervision	.....
3. Running A Business	.....
4. Legal Principles	.....
5. Achieving Standards	.....

PD.3.7 The contractor shall provide with his tender, full details of the structured training programme, which he intends to implement, which details shall include the following:  
 (a) The name of the training institution and programme  
 (b) The various aspects of each type of training comprised in the programme  
 (c) The manner in which the training is to be delivered  
 (d) The numbers and details of the trainers to be utilised.

PD.3.8 The contractor shall be responsible for the provision of everything necessary for the delivery of the entrepreneurial training programme, including the following:  
 (a) A suitably furnished venue (if required) with lighting and power.  
 (b) All necessary consumables, stationery and study material  
 (c) Transport of the subcontractors (as necessary)

PD.3.9 All entrepreneurial training shall take place within normal working hours.

PD.3.10 The contractor's training programme shall be subject to the approval of the engineer, and the contractor shall if so instructed by the engineer alter or amend the programme and course content if a need is identified once the contract commences.

PD.3.11 The contractor shall keep comprehensive records of the training given to each subcontractor and whenever required shall provide copies of such records to the engineer. At the successful completion of each course each subcontractor shall be issued with a certificate indicating the course contents as proof of attendance and completion.

In addition to the above, a monthly return shall be submitted by the contractor

**PD.4. IN SERVICE TRAINING**

PD.4.1 The contractor shall in addition to the structured (accredited) training as provided for in Part C of this document implement an in-service training programme, from the commencement of the contract, in which the various skills required for the execution and completion of the works are imparted to the labourers engaged thereon, in a programmed and progressive manner. Labourers shall be trained progressively throughout the duration of the contract, in the various stages of a particular type of work.

- PD.4.1.1 Details of in-service training
- (i) The contractor shall attach to applicable returnable form the basic details of his proposed in- service training programme, which details shall inter alia include the following:
    - the details of training to be provided
    - the manner in which the training is to be delivered
    - the number and details of trainers to be utilised.
  - (ii) The in-service training programme shall be submitted with the initial works programme. The progress in relation to this programme will be recorded monthly and attached to the site meeting minutes and payment certificate.
  - (iii) The contractor shall provide on-site, sufficient skilled and competent trainers to train all labourers engaged on the contract, in the various skills required for the execution and completion of the works.
  - (iv) All labourers shall be remunerated in respect of all time spent undergoing training.
  - (v) Every worker engaged on the contract shall on the termination of his participation on the contract, be entitled to receive from the contractor, a certificate of service in which the following information shall be recorded:
    - the name of the contractor
    - the name of the employee
    - the name of the project/contract
    - the nature of the work satisfactorily executed by the worker and the time spent thereon
    - the nature and extent of training provided to the worker
    - the dates of service.
  - (vi) The cost of the above obligations shall be deemed to be covered by the sums and rates tendered for items B13.01(a), (b) and (c) in the bill of quantities. The performance of the contractor in providing in-service training, shall be taken into consideration should the contractor fail to reach his CPG at the completion of the project.

PD.4.1.2 Lead time for training  
 The training of labour as specified shall, as far as possible, take place before commencement of each activity and the contractor shall take into account in his programme the lead-time he requires for such training. All training herein specified shall be deemed to be a construction activity and a non-negotiable condition of the contract". All formal training is to be documented in terms of the National/Provincial submission forms, and accompanied by an attendance register for the applicable days.

**PD.5 MEASUREMENT AND PAYMENT**

	ITEM	UNIT
E12.05 Provision for training		
(a)	Generic skills Provisional (list training courses)	sum
(b)	Entrepreneurial skills Provisional	sum

- (c) Handling cost and profit in respect of sub-item E12.05(a) and (b) above percentage (%)
- (d) Training venue (only if required) lump sum
- (e) Transport and accommodation of workers for training where it is not possible to undertake the training in close proximity to the site. (provisional sum) sum
- (f) Additional supervision during practical training Lump sum

The prime cost sums are provided to cover the actual costs (including wages, tools and PPE) for attendance of accredited training courses as agreed with the engineer and shall be expended in accordance with the provisions of sub-clause 48(2) of the general conditions of contract. The tendered percentage in sub-item 4.1(c) is a percentage of the amount actually spent under sub-items 4.1(a) and (b) which shall include full compensation for the contractor's handling cost, profit, mentoring, record keeping, reporting and all other costs in connection therewith.

The lump sum tendered for 4.1(d) shall include full compensation for the provision of the training venue, for all necessary lighting, power, furniture, stationery, consumables and study material and for transportation of the students to and from the training venue. Payment of the lump sum will be made in two instalments as follows:

- (i) The first instalment, 75% of the lump sum, will be paid after the contractor has met all his obligations regarding the provision of the training venue as specified.
- (ii) The second and final instalment, 25% of the lump sum, will be paid after the provision of all the accredit training as specified in the document.

The lump sum tendered for 4.1 (e) shall include full compensation for the provision of additional supervisory staff to manage the output generated from the learners during practical training.

## C4 SITE INFORMATION

The following locality sketch is included overleaf:

Site Locality Plan

ROAD NAME	POINTS	LATITUDE	LONGITUDE
MBAMBONGOCU GRAVEL ROAD	START	27°40'24.08"S	31°19'55.63"E
	FINISH	27°39'54.50"S	31°20'19.47"E



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## **C5 ANNEXURES**

### **C5.1 DRAWINGS**

The drawings issued to tenders as part of the tender documents must be regarded as provisional and preliminary for the tenderer's benefit to generally assess the scope of work.

The work shall be carried out in accordance with the latest available revision of the drawings approved for construction

At commencement of the contract, the Engineer shall deliver to the Contractor copies of the AFC drawings and any instructions required for the commencement of the works. From time to time thereafter during the progress of the works, the Engineer may issue further drawings for construction purposes as may be necessary for adequate construction, completion and defects correction of the works.

All drawings and specifications and copies thereof remain the property of the Employer, and the Contractor shall return all drawings and copies thereof to the Employer at the completion of the contract.

The drawings listed in the table overleaf have been bound into the document.

Tenderers are to ensure that they receive a complete set of the tender drawings and must immediately inform the Engineer of any drawings that are missing so that further copies can be issued.

