



**NQUTHU LOCAL MUNICIPALITY
THE CONSTRUCTION OF THE MALANGA GRAVEL ACCESS ROAD AND PROPOSED
OF TWO CAUSEWAY IN WARD 2.**

**CONTRACT NO.: NQULM21/2023-2024
CIDB CATEGORY: 6CE OR HIGHER**

CONTRACT DOCUMENT

Name of Tenderer _____

Telephone Number _____

Fax Number _____

Address _____

Tender Sum _____

PREPARED FOR:

The Municipal Manager
Nquthu Local Municipality
Private Bag X5521
Nquthu
3135

PREPARED BY

Abazingeli Civils (Pty) Ltd
15 Bamboo Lane,
Pinetown,
3610

Contact Person: Mr. M Nkala
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Fax: 034 502 0286

Contact Person: Mr. T Madlala
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EXPANDED PUBLIC WORKS PROGRAMME

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NQUTHU LOCAL MUNICIPALITY
THE CONSTRUCTION OF THE MALANGA GRAVEL ACCESS ROAD AND PROPOSED OF TWO CAUSEWAY IN WARD 2.

CONTRACT No.: NQULM21/2023-2024

PROCUREMENT DOCUMENT

This document consists of two distinct clusters, namely the BID and the Contract.

Bid Documents:

The BID consists of two parts, namely:

- **B1: Bidding Procedures** to be complied with by every Bidder submitting a Bid offer;

BD1.1 Bid notice and invitation to tender	white
BD1.2 Standard conditions of tender	pink
BD1.3 Bid data	pink
- **B2: Documents to be returned by the Bidder**, including the returnable schedules and forms to be completed by each Bidder, some of which will eventually be incorporated into the contract between the successful Bidder and the Employer.

BD2.1 List of Returnable Documents	Yellow
BD2.2 Returnable Schedules	Yellow

Contract Documents:

The CONTRACT consists of seven parts, namely:

- **C1: Contract Data and Agreements;**

C1.1 Form of Offer and Acceptance	Yellow
C1.2 Contract Data	Yellow
C1.2.1 Conditions of Contract	Yellow
C1.2.2 Part 1: Data to be Provided by the Employer	Yellow
C1.2.3 Part 2: Data to be Provided by the Employer	Yellow
C1.2.4 Form of Guarantee	Yellow
C1.2.5 Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993	Yellow
- **C2: Pricing Data;**

C2.1 Pricing Instructions	Yellow
C2.2 Bill of Quantities / Schedule of Quantities	Yellow
- **C3: Scope of Work** Blue
- **C3.2: Project Specification** Blue
- **C3.3: Particular Specification** Blue
- **C3.4: Site Information;** and Green
- **C3.5: Annexures** (that may have a bearing on the contract).

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

Initials: _____

SUMMARY FOR BID OPENING PURPOSES

[To facilitate the reading out of Bid parameters at the opening of Bids, the Bidder shall complete this form and submit it with his Bid]

Name of Contractor submitting the Bid:

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

Alternative Bid offered? (Yes / No)

If "Yes" state amount: R

Specified Time for Completion: 6 months

Alternative Time for Completion offered? (Yes / No)

If "Yes", state time offered

Details of contact person:

Name *(Print)*:

Telephone No: Fax No:

E-mail address:

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

SIGNATURE:

(Of person authorised to sign the Bid)

Initials: _____

DOCUMENT CHECKLIST

Tenderers must complete this document checklist to ensure that all information is completed in the Tender Document.

ITEMS	Contractor	Committee	CHECKED
1) Correct Tender offer carried forward to Form of Offer on page C2			<input type="checkbox"/> <input type="checkbox"/>
2) All pages initialled by Tenderer			<input type="checkbox"/> <input type="checkbox"/>
3) Bill of Quantities			
i) Completed in <u>BLACK INK</u> only			<input type="checkbox"/> <input type="checkbox"/>
ii) Corrections crossed out and initialled.....			<input type="checkbox"/> <input type="checkbox"/>
4) Returnable Documents and Schedules			
A Notice of Compulsory Briefing/Clarification Meeting			<input type="checkbox"/> <input type="checkbox"/>
B Record of Addenda to Tender documents			<input type="checkbox"/> <input type="checkbox"/>
C Certificate of Authority.....			<input type="checkbox"/> <input type="checkbox"/>
D Tender Programme.....			<input type="checkbox"/> <input type="checkbox"/>
E Plant and Equipment			<input type="checkbox"/> <input type="checkbox"/>
F Experience of Tenderer			<input type="checkbox"/> <input type="checkbox"/>
G Proposed Sub- Contractors			<input type="checkbox"/> <input type="checkbox"/>
H Key Personnel			<input type="checkbox"/> <input type="checkbox"/>
I Deviations and Qualifications			<input type="checkbox"/> <input type="checkbox"/>
J Contractors Health and Safety Declaration.....			<input type="checkbox"/> <input type="checkbox"/>
K Tax Clearance Certificate.....			<input type="checkbox"/> <input type="checkbox"/>
L Tenderer's Financial Standing.....			<input type="checkbox"/> <input type="checkbox"/>
M Declaration of Interest			<input type="checkbox"/> <input type="checkbox"/>
N Form of Intent to Provide a Performance Guarantee.....			<input type="checkbox"/> <input type="checkbox"/>
O Preferencing Schedule (Direct Preferences)			<input type="checkbox"/> <input type="checkbox"/>
P Pre –Contract Joint Venture Agreement.....			<input type="checkbox"/> <input type="checkbox"/>
Q Contract Participation Goals in Respect of Targeted Enterprises			<input type="checkbox"/> <input type="checkbox"/>
R Contractors Certificate of Registration with the CIDB			<input type="checkbox"/> <input type="checkbox"/>
S. Preferential Points Claim.....			<input type="checkbox"/> <input type="checkbox"/>
T Declaration of Bidder Past Supply Chain Management Practice (MBD 8)			<input type="checkbox"/> <input type="checkbox"/>
U Certificate of Independent Bid Determination (MBD 9).....			<input type="checkbox"/> <input type="checkbox"/>

Initials:_____

RESPONSIVENESS AND EVALUATION CRITERIA

NB: Nquthu Local Municipality may verify any information submitted in terms of this bid and any information that is incorrect may result in that bid being automatically disqualified and not considered further.

RESPONSIVENESS CRITERIA

No bid will be considered by Nquthu Local Municipality unless it meets the following responsiveness Criteria (for the bid to be considered responsive, the bid **must** meet the following requirements Amongst others):

COMPULSORY RETURNABLE DOCUMENTS:

- The **official Bid document** must be fully completed in indelible black ink. Where information requested does not apply to the Bidder and the space is left blank, it will be deemed to be not applicable.
- The Bidder must be in **good standing** to do business with the public sector (not listed in the database of tender defaulters)
- The bidder must adhere to the **Pricing Instructions**,
- The necessary document **authorizing the Representative to sign** and submit the bid on the bidder's behalf must be completed and signed.
- The **Municipal Bid Documents (MBDs) 1, 3.1, 4, 6.1, 8, 9** by the bidder must be completed and signed.
- Central Supply Database Certificate (CSD) Number & CSD Report,
- Valid Tax Clearance Certificate/ Verification PIN,
- ID certificate(s) of all directors, members and/or shareholders,
- Certificate of Authority for Signatory and Registration,
- Copy of company registration documents,
- Form of Intent to provide performance guarantee
- Company Account Confirmation from the Bank,
- Valid Letter of Good Standing Compensation for Occupational Injuries and Diseases Act (COIDA),
- Valid CIDB Grading – 6CE
- Signed by both parties Joint Venture Agreement (if applicable),
- Utility bill not in arrears for more than three (3) months, in case where bidder is renting, a lease agreement must be attached in addition to landlord's utility bill (both the signed lease agreement & utility bill must be submitted). In a case company is operating in areas where municipal charges are not applicable, both Proof of Resident (POR) and Affidavit must be submitted.
- Record of addendum (if applicable),

Signature:

Date:

(of a person authorized to sign on behalf of the Tenderer)

(By signing, you are agreeing to all the above-required documents)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Verification Documents
Specific goal 1: Ownership (Max Points =10)		
Business owned more than 50% by black person	10	ID copy of Directors and CSD
Business owned less than 50% by black person	5	ID copy of Directors and CSD
Specific goal 2: RDP (Max Points =10)		
Promotion of enterprises located within: Nquthu municipal area	10	CSD and proof of municipal accounts/affidavit
Umzinyathi District Municipality	6	CSD and proof of municipal accounts/affidavit/proof of residence signed by Ward Councillor
Province of KwaZulu Natal	4	CSD and proof of municipal accounts/affidavit/proof of residence signed by Ward Councillor

Initials: _____

BID

B1: BIDDING PROCEDURES

B2: RETURNABLE DOCUMENTS

B1: BIDDING PROCEDURES

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NQUTHU LOCAL MUNICIPALITY
 CONTRACT No.: NQULM21/2023-2024
 THE CONSTRUCTION OF THE MALANGA GRAVEL ACCESS ROAD AND PROPOSED OF TWO CAUSEWAY IN WARD 2.
 BIDB1.1 BID NOTICE AND INVITATION TO BID
INVITATION TO TENDER
NQUTHU LOCAL MUNICIPALITY



Bidders are hereby invited to tender their proposals for the below mentioned project:

Tender compulsory briefing to this project will be held in Council Chamber of Nquthu Local Municipality, as per below table. Coordinates: 28°12'52.1"S 30°40'32.9"E. No late arrivals will be allowed to the venue.

Tender No.	Description	Briefing Date and Time	Closing Date and Time	CIDB Grading	Minimum Qualifying Score
NQULM21/2023-2024	The construction of the malanga gravel access road and proposed of two causeway in ward 2.	30 August 2023	04 September 2023	6 CE	60%

All tender documents will be obtainable at Cashier's office from Nquthu Local Municipality Main Offices (83 Mdlalose Street, Nquthu, 3135) from the 21 August 2023, Monday at 08h00 to 15h30 till the 25 August 2023, Friday before 14h30. A non-refundable amount of **R632.00 cash only (no other alternative payment will be accepted)**, per document will be payable. No document will be purchased on the tender briefing meeting date.

All technical enquiries about the bid shall be directed to Nquthu Local Municipality's PMU Manager, **Mr. Mthobisi Nkala on 034 271 6110 or e-mail – directortech@Nquthu.gov.za**

Tenders must be enclosed in a sealed envelope, addressed to the Municipal Manager of Nquthu Local Municipality and clearly marked: **"Tender No: NQULM21/2023-2024, The construction of the malanga gravel access road and proposed of two causeway in ward 2.)"**. Tender document must be deposited into the Tender Box situated at the reception of Nquthu Local Municipality's main offices (Main Road/ R33 Road; Opposite Police Station; 3230) on or before 12h00 PM, 04 September 2023 (Monday). No late or faxed or emailed tenders will be considered.

The evaluation and Adjudication of tenders will be done in line with the Nquthu Local Municipality's approved Supply Chain Policy, Bid document will be evaluated using responsiveness criteria, Functionality (if applicable) and 80/20 PPPFA with its 2022 regulations. Only tenderers meet minimum qualifying score of 60% on functionality as detailed in the tender document shall qualify for further evaluation.

Specific Goals

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Verification Documents
Specific goal 1: Ownership (Max Points =10)		
Business owned more than 50% by black person	10	ID copy of Directors and CSD
Business owned less than 50% by black person	5	ID copy of Directors and CSD
Specific goal 2: RDP (Max Points =10)		
Promotion of enterprises located within: Nquthu municipal area	10	CSD and proof of municipal accounts/affidavit
Umzinyathi District Municipality	6	CSD and proof of municipal accounts/affidavit/proof of residence signed by Ward Councillor
Province of KwaZulu Natal	4	CSD and proof of municipal accounts/affidavit/proof of residence signed by Ward Councillor

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

- NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE**

(As defined in Regulation 1 of the local government: Municipal Supply Chain Management Regulations)

Mr. M.B. Jiyane
Municipal Manager

Initials: _____

BD.2

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	NQULM21/2023-2024	CLOSING DATE:	04 September 2023	CLOSING TIME	12H00 PM
DESCRIPTION	THE CONSTRUCTION OF THE MALANGA GRAVEL ACCESS ROAD AND PROPOSED OF TWO CAUSEWAY IN WARD 2.				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS SHALL BE DEPOSITED IN THE TENDER BOX SITUATED AT (STREET ADDRESS)					
Tender document must be deposited into the Tender Box situated at the reception of Nquthu Local Municipality's main offices (Main Road/ R33 Road; Opposite Police Station; 3230) on or before 12h00 PM, 04 September 2023 (Monday) . No late or faxed or emailed tenders will be considered					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
			CSD No:		
CIPC REGISTRATION	<input type="checkbox"/> Yes <input type="checkbox"/> No				
<i>In order to claim 20 points for specific goals, the company must have the following ownership</i>					
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			CONTACT PERSON	Mr. Mthobisi Nkala	
CONTACT PERSON			TELEPHONE NUMBER	034 271 6110	
TELEPHONE NUMBER			FACSIMILE NUMBER	034 502 0286	
FACSIMILE NUMBER			E-MAIL ADDRESS	directortech@Nquthu.gov.za	
E-MAIL ADDRESS					

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
<p>3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>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.</p>

**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:

B1.2: BID DATA

B1.2.1: STANDARD CONDITIONS OF BID

The Conditions of Bid are the Standard Conditions of Bid as contained in Annex F of the CIDB *Standard for Uniformity in Construction Procurement*, and as *Annexure F* of the CIDB *Standardized Construction Procurement Documents for Engineering and Construction Works (July 2015)*. This document is obtainable separately. Bidders shall obtain their own copies.

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

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

Clause No.

F.1.1 GENERAL

F.1.1 Actions

F.1.1.1 The Employer and each Bidder submitting a Bid offer shall comply with these Conditions of Bid. 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 bidder and all their agents and employees involved in the bid process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such interest in their bid 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 Internal provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of the person to act properly in his or her position even if no improper acts result.

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

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

F.1.2 Bid documents

The documents issued by the Employer for the purpose of a Bid offer are listed in the Bid Data.

F.1.3 Interpretation

F.1.3.1 The Bid Data and additional requirements contained in the Bid schedules that are included in the returnable documents are deemed to be part of the Conditions of Bid.

F.1.3.2 These Conditions of Bid, the Bid Data and Bid schedules which are only required for Bid evaluation purposes, will not form part of any contract arising from the invitation to Bid.

F.1.3.3 For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

- a) Conflict of interest means any situation in which
 - i. Someone in a position of trust has competing professional or personal interest which make it difficult to 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 bidder's financial offer after the factors of non-firm prices, all unconditional discounts and any other bided parameters that will affect the value of the financial offer have been taken into consideration
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the bid process; and
- d) **Fraudulent practice** means the misrepresentation of the facts in order to influence the bid process or the award of a contract arising from a bid offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) **Organisation** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) **Quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

F.1.4 Communication and Employer's agent

Each communication between the Employer and a Bidder 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 will not take any responsibility for non-receipt of communications from or by a Bidder. The name and contact details of the Employer's agent are stated in the Contract Data.

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

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

F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all 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 bid data, a contract will, subject F.3.13, be concluded with the bidder who in terms of F.3.11 is the highest ranked or the bidder scoring the highest number of bid evaluation points, as relevant, based on the bid submissions that are received at the closing time for bids.

.1.6.2 Competitive Negotiation Procedure

F.1.6.2.1 Where the bid data require that the competitive negotiation procedure is to be followed, bidders shall submit bid 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 bidders who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive positions of bidders shall not apply.

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

F.1.6.2.3 At the conclusion of each round of negotiations, bidders shall be invited by the Employer to make a fresh bid offer, based on the same evaluation criteria, with or without adjusted weightings. Bidders 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 bidders have been requested to submit their best and final offer.

F.1.6.3 Proposal Procedure using two stage system

F.1.6.3.1 Option 1

Bidders 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 bid data, and in the second stage negotiate a contract with the bidder scoring the highest number of evaluation points and award the contract in terms of these conditions of bid.

F.1.6.3.2 Option 2

F.1.6.3.2.1 Bidders shall submit in the first stage only technical proposals. The Employer shall invite all responsive bidders to submit bid offers in the second stage, following the issuing of procurement documents.

F.1.6.3.2.2. The Employer shall evaluate bids received during the second stage in terms of the method of evaluation stated in the bid data and award the contract in terms of these conditions of bid.

F.2 BIDDER'S OBLIGATIONS

The Bidder shall comply with the obligation's hereafter:

F.2.1 Eligibility

F.2.1.1 Submit a Bid offer only if the Bidder satisfies the criteria stated in the Bid Data and if the Bidder, or any of his principals, is not under any restriction to do business with the Employer.

F.2.1.2 Notify the Employer of any proposed material change in the capabilities or formation of the Bidding 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 bidder to submit a bid offer and obtain the Employer's written approval prior to do so prior to the closing time of bids.

F.2.2 Cost of Bidding

Accept that the Employer will not compensate the Bidder for any costs incurred in the preparation and submission of a Bid Offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.

F.2.3 Check documents

Check the Bid 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 Bid. He shall use and copy the documents issued by the Employer only for the purpose of preparing and submitting a Bid Offer in response to the invitation.

F.2.5 Reference documents

Obtain, as necessary for submitting a Bid 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 Bid documents by reference.

F.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the Bid documents, which the Employer may issue, and if necessary, apply for an extension to the closing time stated in the Bid Data if necessitated as a result of the addenda.

F.2.7 Site visit and clarification meeting

Attend the compulsory site visit and clarification meeting at which Bidders may familiarize themselves with aspects of the proposed work, services or supply, and raise questions. Details of the meeting are stated in the Bid Data.

F.2.8 Seek clarification

Request clarification of the Bid documents, if necessary, by notifying the Employer at least five working days before the closing time for submission of Bids stated in the Bid Data.

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the Employer (if any) Internalht not be for the full cover required in terms of the Conditions of Contract identified in the Contract Data. The Bidder is advised to seek qualified advice regarding insurance.

F.2.10 Pricing the Bid Offer

F.2.10.1 Include in the rates, prices, and the Bided total of the prices all duties, taxes, except value-added tax (VAT), and other levies payable by the successful Bidder, such duties, taxes and levies being those applicable 14 days before the closing time for submission of Bids stated in the Bid Data.

F.2.10.2 Show VAT payable by the Employer separately as an addition to the Bided 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 Bid Data. The Conditions of Contract identified in the Contract Data may provide for part payment in other currencies.

F.2.11 Alterations to documents

Do not make any alterations or additions to the Bid documents, except to comply with instructions issued by the Employer, or alterations or additions necessary to correct errors made by the Bidder. All signatories to the Bid Offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

F.2.12 Alternative Bid Offers

F.2.12.1 Submit alternative Bid Offers only if a main Bid Offer, strictly in accordance with all the requirements of the Bid documents, is also submitted. The alternative Bid Offer is to be submitted with the main Bid Offer together with a schedule that compares the requirements of the Bid documents with the alternative requirements the Bidder proposes.

F.2.12.2 Accept that an alternative Bid offer may be based only on the criteria stated in the Bid Data or criteria otherwise acceptable to the Employer.

F.2.13 Submitting a Bid Offer

F.2.13.1 Submit a Bid Offer to only, either as a single Bidding entity or as a member in joint venture, provide the whole of the works, services or supply identified in the Contract Data, unless stated otherwise in the Bid 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 in **black ink**.

F.2.13.3 Submit the Bid Offer communicated on paper as an original plus the number of copies stated in the Bid 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, if applicable) of the Bid Offer where required in terms of the Bid Data. The Employer will hold all authorized signatories liable on behalf of the Bidder. Signatories for Bidders proposing to contract as joint ventures shall state which of the signatory is the lead partner whom the Employer shall hold liable for the purpose of the Bid Offer.

F.2.13.5 Seal the original (and each copy, if applicable) of the Bid 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 Bid Data, as well as the Bidder's name and contact address.

F.2.13.6 Where a two-envelope system is required in terms of the Bid Data, place and seal the returnable documents listed in the Bid Data in an envelope marked "technical proposal". Each envelope shall state on the outside the Employer's address and identification details stated in the Bid Data, as well as the Bidder's name and contact address.

F.2.13.7 Seal the original Bid 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 Bid Data.

F.2.13.8 Accept that the Employer will not assume any responsibility for the misplacement of premature opening of the Bid Offer if the outer package is not sealed and marked as stated.

F.2.13.9 Accept that bid offers submitted by facsimile or email will be rejected by the Employer, unless stated otherwise in the bid data.

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

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

F.2.15 Closing time

F.2.15.1 Ensure that the Employer receives the Bid Offer at the address specified in the Bid Data not later than the closing time stated in the Bid Data. Proof of posting shall not be accepted as proof of delivery. The Employer will not accept Bid Offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the Bid Data.

F.2.15.2 Accept that, if the Employer extends the closing time stated in the Bid Data for any reason, the requirements of the Conditions Bid apply equally to the extended deadline.

F.2.16 Bid Offer validity

F.2.16.1 Hold the Bid Offer(s) valid for acceptance by the Employer at any time during the validity period stated in the Bid Data after the closing time stated in the Bid Data.

F.2.16.2 If requested by the Employer, consider extending the validity period stated in the Bid Data for an agreed additional period.

F.2.16.3 Accept that a bid 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 bids that a bid is to be withdrawn or substituted.

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

F.2.17 Clarification of Bid Offer after submission

Provide clarification of a Bid Offer in response to a request to do so from the Employer during the evaluation of Bid 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 Bid Offer should be sought, offered, or permitted. The total of the prices stated by the Bidder shall be binding upon the Bidder.

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 Bid Offer, the Bidder's commercial position (including notarized joint venture agreements), referencing arrangements, or samples of materials, considered necessary by the Employer for the purpose of a full and fair risk assessment. Should the Bidder 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 Bid Offer as being 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 analyses

Provide access during working hours to premises for inspections, tests and analyses as provided for the in the Bid 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 Bid documents

If so instructed by the Employer, return all retained Bid documents within 28 days after the expiry of the validity period stated in the Bid Data.

F.2.23 Certificates

Include in the Bid submission or provide the Employer with any certificates as stated in the Bid Data.

F.3 EMPLOYER'S UNDERTAKINGS

The Employer undertakes to:

F.3.1 Respond to clarification

F.3.1.1 Respond to a request for clarification received up to five working days before the Bid closing time stated in the Bid Data and notify all Bidders who drew procurement documents.

F.3.1.2 Consider any request to make material change in the capabilities or formation of the Bidding entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a bidder to submit a bid offer in terms of a previous procurement process and deny any such request if as a consequence:

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

F.3.2 Issue addenda

If necessary, issue addenda, which may amend or amplify the Bid documents, to each Bidder during the period from the date of the Bid Notice until 7 days before the Bid closing time stated in the Bid Data. If, as a result of the issuing of addenda, a Bidder applied for an extension to the closing time stated in the Bid Data, the Employer may grant such extension and shall then notify all Bidders who drew documents.

F.3.3 Return late Bid Offers

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

F.3.4 Opening of Bid submissions

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

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

F.3.4.3 Make available the name of each Bidder whose Bid Offer is opened, the total of his prices, preferences claimed, if applicable, and time for completion (if any) for the main Bid Offer only

F.3.5 Two-envelope system

F.3.5.1 Where stated in the Bid Data that a two-envelope system is to be followed, open only the technical proposal of valid Bids in the presence of Bidders' agents who choose to attend at the time and place stated in the Bid Data and announce the name of each Bidder whose technical proposal is opened.

F.3.5.2 Evaluate the quality of the technical proposals offered by Bidders, then advise Bidders 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 Bidders who score in the quality evaluation more than the minimum number of points for quality stated in the Bid Data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to Bidders whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

F.3.8.1 Determine, on opening and before detailed evaluation, whether each Bid Offer properly received:

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

F.3.8.2 Regard a responsive Bid as one that conforms to all the items, conditions, and specifications of the Bid documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would

- (a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the scope of work;
- (b) change the Employer's or the Bidder's risks and responsibilities under the contract, or
- (c) Affect the competitive position of other Bidders presenting responsive Bids, if it were to be rectified.

F.3.8.3 Reject a non-responsive Bid Offer, and do not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F.3.9 Arithmetical errors

F.3.9.1. Check responsive Bid Offers for arithmetical errors between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.

F.3.9.2 Check the highest ranked bid or Bidder with the highest number of bid evaluation points after the evaluation of bids in accordance with F.3.11 for:

- (d) The gross misplacement of the decimal point in the unit rate,
- (e) Omissions made in completing the pricing schedule or bills of quantities or
- (f) Arithmetic errors in

- Line item totals resulting from the product of unit rate and a quantity in bills of quantities or schedule of prices; or
- The summation of the prices.

F3.9.2 Notify the bidders of all errors or omissions that are identified in the bid offer and invite the bidder to either confirm the bid offer as bided or accept the corrected total of prices.

F.3.9.3 Where the bidder elects to confirm the bid offer as bided, correcting them in the following manner:

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

Consider the rejection of a Bid Offer if the Bidder does not correct or accept the correction of his arithmetical errors in the manner described in above.

F.3.10 Clarification of a Bid Offer

Obtain clarification from a Bidder on any matter that could give rise to ambiguity in a contract arising from the Bid Offer.

F.3.11 Evaluation of Bid Offers

F.3.11.1 Appoint an evaluation panel of not less than three persons. Reduce each responsive Bid Offer to a comparative offer and evaluate it using the Bid evaluation methods that are indicated in the Bid Data and described as methods 1, 2, 3 and 4.

F.3.11.2 **Method 1: In the case of a Financial Offer:**

- (a) Rank Bid Offers from the most favourable to the least favourable comparative offer.
- (b) Recommend the highest ranked Bidder for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- (c) Re-rank all bidders should there be compelling and justifiable reasons not to recommend the highest ranked bidder and recommend the highest ranked bidder, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.

F.3.11.3 **Method 2: In the case of a Financial Offer and Preferences:**

In the case of a financial offer and preferences:

- a) Score each bid 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 bid evaluation points (T_{EV}) in accordance with the following formula:

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

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

- c) Rank bid offers from the highest number of bid evaluation points to the lowest.
- d) Recommend the bidder with the highest number of bid 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 bidders should there be compelling and justifiable reasons not to recommend the bidder with the highest number of bid evaluation points, and recommend the bidder with the highest number of bid evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.

F.3.11.4 Method 3: In the case of a Financial Offer and Quality:

In the case of a financial offer and quality:

- a) Score each bid 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 bid offers that fail to score the minimum number of points for quality stated in the bid data, if any.
- b) Calculate the total number of bid evaluation points (TEV) in accordance with the following formula:

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

Where: NFO is the number of bid evaluation points awarded for the financial offer made in accordance with F.3.11.7;
 NQ is the number of bid evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank bid offers from the highest number of bid evaluation points to the lowest.
- d) Recommend bidder with the highest number of bid 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 bidders should there be compelling and justifiable reasons not to recommend the bidder with the highest number of bid evaluation points and recommend the bidder with the highest number of bid evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.

F.3.11.5 Method 4: In the case of a Financial Offer, Quality and Preferences:

- (a) Score quality, rejecting all Bid Offers that fail to score the minimum number of points for quality stated in the Bid Data, if any.
- (b) Score Bid evaluation points for each financial offer.
- (c) Confirm that Bidders are eligible for the preferences claimed and, if so, score Bid evaluation points for preferencing.
- (d) Calculate total Bid evaluation points.
- (e) Rank Bid Offers from the highest number of Bid evaluation points to the lowest.
- (f) Recommend the Bidder with the highest number of Bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

F.3.11.6 Score financial offers, preferences and quality, as relevant, to two decimal places.

F.3.11.7 Scoring financial offers

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

$$N_{fo} = W1 \times A$$

Where N_{fo} = is the number of Bid evaluation points awarded for the financial offer;
 $W1$ = is the maximum possible number of Bid evaluation points awarded for the financial offer as stated in the Bid Data;

A = is the number calculated using the formula and option described in table below as stated in the Bid data.

FORMULAE FOR THE VALUE OF A

FORMULA	BASIS FOR COMPARISON	VALUE OF "A"	
		Option 1	Option 2
1	Highest price or discount	$[1+(P-P_m) / P_m]$	P/P_m
2	Lowest price or percentage commission/fee	$[1-(P-P_m) / P_m]$	P_m/P

P_m = is the comparative offer which is the most favorable

P = is the comparative offer of the Bid under consideration

F.3.11.8 Scoring quality

Score quality in each of the categories in accordance with the Bid Data and calculate the goal score for quality.

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

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

Where S_o is the score for quality allocated to the submission under consideration

M_s is the maximum possible score for quality in respect of a submission; and

W_2 is the maximum possible number of bid evaluation points awarded for the quality as stated in the bid data

F.3.12 Insurance provided by the Employer

If requested by the proposed successful Bidder, submit for the Bidder's information the policies or certificates of insurance (or both) which the Conditions of Contract identified in the Contract Data require the Employer to provide.

F.3.13 Acceptance of Bid Offer

F.3.13.1 Accept bid offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the bidder:

- i. Is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement
- ii. 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.
- iii. Has the legal capacity to enter the contract,
- iv. 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,
- v. Complies with the legal requirements, if any, stated in the bid data, and

- vi. Is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.13.2 Notify the successful Bidder of the Employer's acceptance of his Bid Offer by completing and returning one copy of the Form of Offer and Acceptance before the expiry of the validity period stated in the Bid Data, or agreed additional period. Provided that the Form of Offer and Acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the Employer and the successful Bidder as described in the Form of Offer and Acceptance.

F.3.14 Notice to unsuccessful Bidders

After the successful Bidder has acknowledged the Employer's notice of acceptance, notify other Bidders that their Bid Offers have not been accepted.

F.3.15 Prepare contract documents

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

- (a) addendum issued during the Bid period;
- (b) inclusion of some of the returnable documents;
- (c) other revisions agreed between the Employer and the successful Bidder, and
- (d) The Schedule of Deviations attached to the Form of Offer and Acceptance, if any.

F.3.16 Issue final contract

Prepare and issue the final draft of contract documents to the successful Bidder for acceptance as soon as possible after the date of the Employer's signing of the Form of Offer and Acceptance (including the Schedule of Deviations, if any). Only those documents that the Conditions of Bid require the Bidder to submit, after acceptance by the Employer, shall be included.

F.3.17 Complete adjudicator's contract

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

F.3.18 Provide copies of the contracts

Provide to the successful Bidder the number of copies stated in the Bid Data of the signed copy of the Contract as soon as possible after completion and signing of the Form of Offer and Acceptance.

F.3.19 Provide written reasons for actions taken

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

Annex G (normative)

Alpha-numeric associated with the Contractor Grading Designations

Table GI: Contractor grading designations and associated parameters

Contractor Grading Designation	Tender Value Range Designation	Range of Tender Values	
		> than	<than or equal to
1 (class of construction works)	1	R 0	R 500 000
2 (class of construction works)	2	R 500 000	R 1 000 000
3 (class of construction works)	3	R 1 000 000	R 3 000 000
4 (class of construction works)	4	R 3 000 000	R 6 000 000
5 (class of construction works)	5	R 6 000 000	R 10 000 000
6 (class of construction works)	6	R 10 000 000	R 20 000 000
7 (class of construction works)	7	R 20 000 000	R 60 000 000
8 (class of construction works)	8	R 60 000 000	R 200 000 000
9 (class of construction works)	9	R 200 000 000	No Limit

B1.2.2: BID DATA

1. GENERAL

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

The Bid Data hereafter shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Bid.

Each item of Bid Data given below is cross-referenced to the relevant clause in the standard Conditions of Bid. The Conditions of Tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement, as printed in Board Notice 136 of 2015 in Government Gazette 38960 of 10 July 2015.

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

Clause No.

F.1.1 The Employer is Nquthu Local Municipality.

F.1.2 Bid Document

(a) The Bid Document issued by the employer consist of the following:

BID

B1: Bidding Procedures

- B1.1: Bid Notice and Invitation to Bid
- B1.2: Standard Conditions of Tender
- B1.3: Bid Data

B2: Returnable Documents

- B2.1: List of Returnable Documents
- B2.2: Returnable schedules and forms

CONTRACT

Part 1: Agreements and Contract Data

- C1.1: Form of Offer and Acceptance
- C1.2: Contract Data
- C1.3: Form of Guarantee
- C1.4: Agreement with adjudicator
- C1.5: Agreement in terms of the OHSA No 85 of 1993
- C1.6: Agreement in terms of the Occupational Health and Safety Act No. 85 of 1993
- C1.6: Retention Money Guarantee
- C1.7: Transfer of Rights

Part 2: Pricing Data

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

Part 3: Scope of Work

- C3: Scope of Work

Part 4: Project Specification

Part 5: Particular Specification

Part 6: Site Information

C6 : Site information

Part 7 : Annexures

C7: Annexures

(b) Drawings.

- (c) **“General Conditions of Contract for Construction Works – 3rd Edition 2015** issued by the South African Institution of Civil Engineering. (Short title “General Conditions of Contract 2015”). This document is obtainable separately, and Bidders shall obtain their own copies.
- (d) **‘COLTO Standard Specifications for Road and Bridge Works for State Road Authorities’.** This document is obtainable separately and Tenderers shall obtain their own copy.
- (e) **The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations 2003 (Government Gazette No 25207 of 18 July 2003, Notice No R1010).** This document is obtainable separately, and Bidders shall obtain their own copies.
- (f) In addition, Bidders are advised, in their own interest, to obtain their own copies of the following acts, regulations and standards referred to in this document as they are essential for the Bidder to get acquainted with the basics of construction management, the implementation of preferential construction procurement policies and participation of targeted enterprise and labour.
- (i) The Construction Industry Development Board Act No 38 of 2000 and the Regulations in terms of the CIDB Act 38/2000, Government Notice No 692 of 9 July 2004,
 - ii) SANS 1921:2004 Construction and Management
 - Part 1: General Engineering and Construction Works;
 - Part 2: Accommodation of Traffic on Public Roads occupied by the Contractor;
 - iii) Board Notice 86 of 2010, CIDB, and Standard for Uniformity in Construction Procurement July 2015
 - iv) Each page of this Bid document must be initial by the authorized signatory to sign on
behalf of a Bidder

The Bid Document and the drawings shall be obtained from the Employer or his authorized representative at the physical address stated in the Bid Notice, upon payment of the deposit stated in the Bid Notice.

F.1.4

The Employer is:

Nquthu Local Municipality
83 Mdlalose Street
Private Bag X5521
Nquthu
3135

F.2.1 Eligibility

A Bidder will not be eligible to submit a Bid if:

- (a) the Contractor submitting the Bid 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 Bidder does not have the legal capacity to enter into the contract;
- (c) the Contractor submitting the Bid 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 Bidder does not comply with the legal requirements stated in the Employer's procurement policy;
- (e) The Bidder cannot demonstrate that he possesses the necessary professional and technical qualifications and competent, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract;
- (f) The Bidder cannot provide proof that he is in good standing with respect to duties, taxes and contributions required in terms of legislation applicable to the work in the contract.

Only those Bidders who are registered with the Construction Industry Development Board in a contractor-grading equal to a contractor grading designation **6CE OR HIGHER** as defined in the Regulations (July 2004), in terms of the CIDB Act No 38 of 2000, are eligible to submit Bids for this contract.

Joint ventures are eligible to submit Bids provided that:

- (g) every member of the joint venture is registered with the CIDB;
- (h) The combined contractor grading designation calculated in accordance with the Construction Industry Board Regulations is equal to or higher than a contractor grading designation stated above.
- (i) Joint ventures shall also meet the following additional requirements in order to be eligible to submit tenders for this contract:
 - (1) A Joint Venture Authority to Sign a Contract shall be included in the tender offer as one of the key returnable schedules to be used in the evaluation of the tender; and
 - (2) A pre-contract Joint Venture Agreement shall be attached to the Tender Offer, with clear roles and responsibilities (as per the pre-contract Joint Venture Agreement specified in this document in Part B of C3.3. Particular Specifications). This will form Part of the Terms of Agreement of the Joint Venture in terms of the Contract ward.

F.2.7 Site visit and Clarification

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

Location / venue: Council Chamber of Nquthu Municipal Offices

Date: **30 August 2023** starting time: **10H00**

Enquiries regarding the meeting and site inspection may be directed to:

Name: Mr. M. Nkala Nquthu Local Municipality Technical Services.
Tel.: 034 271 6110

Bidders must sign the Attendance Register in the name of the bidding entity. Addenda will be issued to and bids will be received only from those bidding entities appearing on the Attendance Register.

F.2.8 Change 'five working days' to 'seven working days'. Working days shall be from Monday to Friday and shall exclude all gazetted public holidays.

F.2.10 All Tenderers (all the partners in the case of a joint venture) must be registered for Value Added Tax (VAT) with the South African Revenue Services (SARS).

F.2.12 Alternative Bids

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

(a) Individual items

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

(b) Alternative designs

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

- (i) 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 proper evaluation of the Bided alternative, otherwise the offer will not be considered;
- (ii) Any alternative Bid involving modifications to 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 Bided 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 Bidder will be liable for all costs necessary for the Engineer to check the alternative design offered

F.2.13 Submitting a Bid Offer

F.2.13.1 Bid Offer to provide the whole works, services or supply identified in the Contract Data, unless stated otherwise in the Bid Data.

F.2.13.3 Bid offers shall be submitted as an original only.

F.2.13.5 Delivery of Bid

The Employer's address for delivery of Bid offers and identification details to be shown on each Bid offer package are:

Location of Bid box: Reception Area of Nquthu Local Municipality Main Offices

Physical address: Nquthu Local Municipality's offices at 83 Mdlalose Street, Nquthu.

Identification details: **THE CONSTRUCTION OF THE MALANGA GRAVEL ACCESS ROAD AND PROPOSED OF TWO CAUSEWAY IN WARD 2.**

CONTRACT No.: NQULM21/2023-2024

F.2.3.5 A two-envelope procedure will not be followed.

F. 2.15 Closing Time

The closing time for submission of Bid Offers is **12H00**, on **04 September 2023**

Telephonic, telegraphic, telex, electronic or e-mailed Bids will not be accepted.

F. 2.16 Bid validity

The Bid Offer validity period is **120** from the closing time for submission of Bids.

F.2.19 Inspection, tests and analysis

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

F.2.22 Return of Bid Documents

Not applicable.

F.2.23 Certificates

The following certificates must be provided with the Bid:

1. Company Certified Proof of company registration not older than three months
2. Certified ID (s) copies of company director(s) not older than three months (RSA)
3. An original valid Tax clearance issued by the South African Revenue Services with verification pin
4. VAT Registration Certificate
5. Workmen's Compensation Registration Certificate (or proof of payment of contributions in terms of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993)
6. Joint venture agreement and power of attorney in case of joint ventures.
7. Valid proof of registration with CIDB with a grade of 2GB class of work
8. Exempted Micro Enterprises (EMEs) must submit a certificate issued by a registered auditor, accounting officer (as contemplated in section 60(4) of the Close Corporation Act, 1984 (Act No. 69 of 1984)) or an accredited verification agency.
9. Contractor's Health and Safety Declaration
10. Proof of payment for tender document
11. Company municipal rates, electricity or water account **not older than 3 Months**, proof of Residential lease or rental or sworn affidavit if the business operates at a

place of residence.

F.3.4 Opening of Bid Submissions

The time and location for opening of the Bid offers are:

Time: **12H00** Date: **04 September 2023**

Location / Venue: Nquthu Local Municipality's offices at 83 Mdlalose Street, Nquthu

F.3.5 A two-envelope system will not be followed.

F.3.11 Evaluation of Bid Offers

F.3.11.1 The procedure for evaluation of responsive Bid Offers will be Method 4: Financial Offer, Quality and Preferences.

Evaluation will be done using a two-stage process in terms of National Treasury Circular No. 53. The procedure to be used for the allocation of points of responsive bids will be Method 4 with the 80/20 Preference Point System. Bids shall be scored for quality on stage one only to pre-qualify bids and only those bids that meet the specified minimum 60% total score for quality shall be considered further on stage two where they will then be evaluated on the basis of the 80/20 Preference Points System.

F.3.11.5 Method 4: Financial Offer, Quality and Preferences

The score for quality will be calculated based on the assessment of the submitted returnables and as per the score card below.

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

$$Wq=W2 \times So / Ms$$

Where:

W2 is the percentage score given to quality and equals 100

So is the score for quality allocated to the submission under consideration

Ms is the maximum possible score for quality in respect to the submission, which equals 60.

Tenderers that score less than 60% of the points will *not* be considered further.

The procedure for the evaluation of responsive tenders is Method 4 with the 80/20 Preference Point System. The total score awarded will be the addition of the three scores for quality, price and preference.

Method 4: Financial Offer, Quality and Preferences

(a) Quality

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

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

where:

W_2 is the percentage score given to quality and equals **30**

S_o is the score for quality allocated to the submission under consideration

M_s is the maximum possible score for quality in respect to the submission

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

- I. A maximum of **30 points** will be awarded for demonstrated experience with respect to undertaking construction of Building Works.
- II. A maximum of **25 points** will be awarded for relevant qualifications and demonstrated experience of the proposed Site Agent.
- III. A maximum of **25 points** will be awarded for qualifications and demonstrated experience of the proposed Site Foreman.
- IV. A maximum of **20 points** will be awarded for Construction Methodology

Score quality, rejecting all tender offers that fail to score the minimum number of **60% (60 out of 100)** of the points for quality stated in the tender data. Point system for functionality will be as per the table below:

Key aspect of criterion	Evaluation criterion	Score	Max Points	Verification method
The company has successfully completed other projects of similar nature & value of R 500 000.00 and above in past five years.	5 or more Projects in Building Works.	30	30	Attached Appointment Letters and Completion Certificates for the same projects. (in company letter head)
	4 Projects in Building Works.	24		
	3 Projects in Building Works.	18		
	2 Projects in Building Works.	12		
	1 Project in Building Works	6		
Site Agent personnel with at least a minimum qualification of a National Diploma (NQF6) or equivalent in Civil Engineering or built environment with NQF in	NQF level 6 (National Diploma) or Higher with 10 years or more experience in construction of similar Projects (Building Works)	25	25	Attached CV With Certified Copy of Qualification with traceable reference Qualifications obtained from outside South Africa to be accompanied by SAQA certification.
	NQF level 6 (National Diploma) or Higher with 5 to 9	15		

	Labour Intensive Programme (LIC Level 5) certificates accredited by SETA)	years' experience in construction of similar Projects (Building Works)			
		NQF level 6 (National Diploma) or Higher with 4 or less experience in construction of similar Projects (Building Works.)	5		
	Site Foreman personnel with at least a minimum experience in Civil Project	10 years or more experience in construction of similar projects. (Building Works.)	25	25	Attached CV With Certified Copy of Qualification with traceable reference Qualifications obtained from outside South Africa to be accompanied by SAQA certification. Attached CV With Certified traceable References
		5-9 years' experience in construction of similar projects. (Building Works.)	15		
		1-4 years' experience in construction of similar projects. (Building Works.)	5		
	Project Method Statement: It must include the following sub- headings: -Project Approach Method -Time Frames -Activities -Construction Administration -Quality Management	Project Approach Method	4	20	Construction Method-ology -Project Approach Method -Time Frames -Activities -Construction Administration -Quality Management
		Time Frames	4		
		Activities	4		
		Construction Administration and Activities	4		
		Quality Management	4		
	Total			100	

Quality shall be scored independently by not less than three evaluators in accordance with the following schedules:

Evaluation Schedule:

Evaluation Schedule:

Field Evaluation Schedule:

agreement Evaluation Schedule:

Proof of experience

Qualified professional staff in the Civil Engineering

Proof of plant ownership/ plant lease

Construction Period

Initials: _____

BD.25

Evaluation Schedule:	Methodology
Evaluation Schedule:	Financial viability

The scores of the evaluators will then be averaged, weighed and totaled to obtain the final score for quality.

NB: Bidders are required to submit supporting documents to score full point. Only bidders who score a minimum score of 60 points (60%) shall be considered for further evaluation. Bidders who fail to score a minimum score of 60 points shall be disqualified and will not be considered for further evaluation.

- a) Bidders qualifying on (a) above will be further evaluated using the following procedure for the evaluation of responsive Bids (Price and preferences). The weighting of Bid price and preferences of the Bidder will be done by way of a point system:

For Contracts exceeding a point value of R 50 000 000-00

- 90 points are assigned to price; and
- 10 points are assigned to preferences.

For Contracts exceeding R 30 000-00 but not exceeding a potential value of R 50 000 000-00

- 80 points are assigned to price; and
- 20 points are assigned to preferences.

The total points for Price and preferences must add up to 100 points. The financial offer will be scored using formula:

The financial offer will be scored in terms of Formula 2, Option 2 of SANS 294: 2004, which reads as follows (refer to clause F.3.11.6.1):

$$Nfo = W1 \times Pm/P$$

Where:

- Nfo = number of Bid evaluation points awarded for the financial offer;
- W1 = 80 points for rand value not exceeding R50 000 000-00;
- Pm = the rand value of the lowest comparative offer;
- P = the rand value of the Bid Offer under consideration.

F.3.12 Acceptance of Bid Offer

F.3.12.1 Bid offers will only be accepted on condition that:

- The Bid offer is signed by a person authorised to sign on behalf of the Bidder;
- A price is entered against each item in the schedule of quantities, whether the quantities are stated or not. An item against which no price is entered or where a word or phrase such as "indicated" or "provided elsewhere" is entered will deem the Bid invalid.
- A valid original Tax Clearance Certificate with verification pin is included with his Bid;
- Bidder's declaration of compliance with the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2003, filled in and signed by the authorized person, is included with his Bid submission;
- A Bidder who submitted a Bid as a Joint Venture has included an acceptable Joint Venture Agreement with his Bid;

- (e) The Bidder or a competent authorized representative of the Contractor who submitted the Bid has attended the compulsory clarification meeting or site inspection;
- (f) The Contractor who submits the Bid has been registered with the Construction Industry Development Board in accordance with the Construction Industry Development Board Act No. 38 of 2000 and the Regulations 2003 promulgated in terms of the Act, or if the Contractor can submit proof or evidence that he will be able to register within 10 days of the closing date for submission of Bids.
- (g) A Compulsory enterprise questionnaire, filled in and signed by the authorized person, is included with his Bid submission;
- (h) The Bidder is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges
- (i) The Bidder or any of its directors is not listed on the Register of Bid 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.
- (j) The Bidder has not:
 - (i) Abused the Employer's Supply Chain Management System; or
 - (ii) Failed to perform on any previous contract and has been given a written notice to this effect.

F.3.13 Copies of Contract

The number of paper copies of the signed contract to be provided by the Employer is ONE.

F.3.20 Subcontracting

F3.20.1. Definitions and Interpretations

For the purposes of this section of the Project Specification, the definitions given in the General Conditions of Contract for Construction Works 2015, the Standard Specifications and the Project Specifications, together with the following definitions shall apply:

- (a) **"Project Manager"** this refer to the consultant that has been appointed by the Nquthu Local Municipality to manage the planning, design and construction of the project as described in the bid invitation.
- (b) **"Main Contract"** Any contract for the execution of civil engineering or building or similar construction works, in which the liabilities and responsibilities of the two parties thereto are assigned essentially in a manner which is consistent with that set out in the General Conditions of Contract for Construction Works 2015.
- (c) **"Project Management Team (PMT)"** A team that is set up after award of the contract, consisting of the Contractor, the Engineer, a delegated person from the Employer and member of the Project Management consultant. The function of the PMT will be to consult regarding the management of the subcontracts involving LEs. The PMT will also evaluate the Contractor's performance regarding the goals set for LE involvement. The Employer's Project Manager and or the Project Management Consultant will to decide of which party is to chair and lead the team. Minutes of these meetings will be taken by the Engineer.
- (d) **"LE Construction Manager":** Person provided by Contractor to guide, assist and mentor all eligible potential LEs tendering and awarded a contract as LE Subcontractors as per section 4.4 of this Specification Document.

- (e) **"Local Enterprise (LE)":** A 'Local Enterprise' (LE) is defined as a company One that has an office within Nquthu Local Municipality area and should be registered in Nquthu Local Municipality supplier database, **company needs to be registered with the CIDB – Level 1 to 4.**
- (f) **"(Black People (BP))":** 'Black people' (BP) are defined as Africans, Coloureds and Indians who hold South African Citizenship through their birth-right.
- (g) **Sub-contractor:** A contractor who contracts with the Main Contractor to provide works as part of the total services required by the Employer for that Contract.
- (h) **LE Package:** Specified work package identified for execution by LE's. The identifiers are Employer, Main Contractor and Management Team.
- (i) **Joint Venture:** An association of firms, companies or businesses for which purpose they combine their expertise, efforts, skills and knowledge to execute the Contract.
- (j) **Local community:** The local community for the purposes of the project.

F3.20.2. Development Planning Phase

The development planning is a preparatory phase which concentrates on establishment of the Identification of Sustainable Works Opportunities.

2.1. *Identification of Works Opportunities (IWO)*

The process of identification of works opportunities process will be carried out in a number of stages on the Project, at design, tender and construction stage.

2.2. *IWO on Design Stage:*

The design team led by the Engineer will identify sustainable works opportunities to be performed by LEs. This process will be guided by the Employer's developmental objectives. A **Value Engineering Session** will be held and bill of quantities to test the maximum beneficiation and meeting of the client objective.

2.3. *IWO on Construction Stage:*

During the construction stage, the Contractor or Employer through relevant structures (PMT or Project Review Meeting) may identify additional work to be performed by LEs. This additional work will also follow the specification in terms of scheduling and procuring LEs for such work.

The Contractor will note that all work measured in the Bills of Quantities is the Contractor's sole responsibility. This also applies where LEs have been identified for a particular portion of works in its entirety.

The LEs will be responsible for procuring all required materials, labour, equipment and any other incidentals to undertake the works subcontracted to them unless otherwise specified by Employer before tender or approved by the Project Management Team during construction.

The Contractor will supervise and manage the LE work at all times to ensure compliance with the specifications and drawings. (To be included in contract information)

F3.20.3. Tender Process Phase

According to the agreed LE Works Packages Schedule, the Contractor will start with procurement of LEs to partake in the tendering or quotation process. The Contractor may request a list of LEs from the Employer's database of "As and when" contractors. Within three working days, the Project Manager will forward the list of LEs together with any other relevant information such as; the contact person, contact numbers, and CIDB grades. Any problems encountered during invitation should be reported back to Project Manager or the

PMT meeting before the Site Inspection Meeting (sometimes referred to as the Mandatory meeting).

3.1. Tender process for LEs

The following process will be enforced unless agreed otherwise with Project Management Team.

3.2. Tender invitation

A minimum of 3 (three) shall be invited to tender for each subcontract to be performed by LEs.

3.3. Compilation and issue of tender documents

The Engineer shall compile the tender documents in such a manner that it will facilitate the achievement of all objectives and principles pertaining to procurement and development of LEs as stated in or as may reasonably be inferred from the conditions of this contract. All tender documentation shall be reviewed, approved and issued by the Contractor.

The Sub-Contract Agreement in accordance with the SAFCEC will be compiled by the Main Contractor with the assistance of the Engineer. The Main Contractor shall be responsible for the compilation of each subcontract agreement and ensuring that the terms and conditions are consistent with all requirements as specified in or reasonably to be inferred from the provisions of this Contract. All costs associated with the tender process including the conclusion of the agreement are for the Contractor's account.

In addition to the provisions of clause 6 of the General Conditions of Contract for Construction Works 2015, the final terms and conditions of each subcontract agreement shall be subject to the approval of the Employer, which approval shall be obtained by the Contractor prior to entering into the subcontract agreement.

The Contractor may not enter into any subcontract agreement that contains terms more onerous or disproportionate to the risks inherent in the main contract for either the LE or the Contractor.

The Contractor is required to use a standard form of subcontract and follow recommended which will be placed on SAFCEC sub-contract agreement with any necessary amendments.

3.4. Facilitation of a Site Briefing Session

The Contractor shall facilitate a Site Briefing Session for the invited LEs. The Main Contractor will also make sure that all relevant parties (PMT) are present and given an opportunity to present specific aspects of the requirements pertaining to their tender sections.

3.5. Pre-Tender Assistance to the LEs

At the briefing session, the Main Contractor assisted by the Project Manager and Engineer shall be responsible for ensuring that prospective LE Tenderers fully comprehend the:

- implications of the liabilities and responsibilities inherent in the particular basic Level of subcontract applicable;
- scope and extent of the portion of the works included in the subcontract;
- the requirements for quality control of works
- the requirements for occupational health and safety
- proper procedures for the submission of the tenders;
- Procedures and basis on which tenders will be adjudicated and the subcontracts awarded.

All the above should happen on the tender briefing session.

3.6. Adjudication

- (a) The Contractor shall receive all tenders at a location identified by him. All sealed tender submissions will be placed in a proper tender box provided by the Contractor for this purpose. A submission register will be maintained by the Contractor for all tenders received.
- (b) All tenders received shall be evaluated by the Contractor for final approval. The draft tender evaluation report shall be distributed to the PMT members 5 working days prior to the PMT meeting for comments and perusal in order to finalize the evaluation before the meeting. The format of the tender evaluation report must be agreed upon at the first PMT meeting.

The evaluation of the Occupational Health and Safety plans will be done by the Contractor SHE Officer.

- (c) The PMT shall have the right to interview any tenderer for the purpose of:
 - clarifying any aspect of the tender;
 - querying abnormally high or low rates and prices, and
 - Clarifying rates and prices which are not in balance with other tendered rates and prices.
- (d) The Contractor shall provide all reasonable opportunity to such tenderers who have been interviewed, to correct obvious and patent errors, provided always that this can be achieved without altering the total tendered sum.

3.7. Award of Tender

The Contractor shall explain his evaluation process to the Project Management Team for endorsement. All enquiries about the process thereafter will be referred to the Employer.

The successful Contractor will award the work to the successful LE Tenderer where after a subcontract agreement will be signed between the Contractor and the successful LE Tenderer.

3.8. Sub-Contract Agreement

In accordance with the provisions of Clause 6 of the General Conditions of Contract for Construction Works 2015 and subject always to the further provisions of this specification, the terms and conditions of each subcontract agreement shall be as mutually agreed in writing between the Contractor and the LE. Each subcontract agreement, which is entered into by the Contractor in accordance with the requirements of this specification, shall contain terms and conditions, which assign the responsibilities and liabilities of the two parties to the subcontract.

The terms and conditions of the subcontract agreement shall specifically ensure that the provisions of this contract pertaining to:

- (a) The allowable sources from which workers may be drawn in terms of the contract;
- (b) The terms and conditions relating to the recruitment, employment and remuneration of workers engaged on the contract works; and
- (c) any training to be provided to the temporary workforce;
- (d) Occupational health and safety.
- (e) Use of labour-intensive methods

Shall apply as is in respect of all workers engaged and employed by any LE.

F3.20.4. Construction Phase

4.1. Programming and monitoring

- The Contractor shall be required to provide as part of his initial programme (Clause 5.6 of GCC 2015) and updated as necessary in accordance thereof the following:

- Clear indication in the programme the timing and duration of each LE subcontractor
- Projected cash flow aligned to the programme for LE subcontractors
- Only work certified by the Engineer as having been completed by the LE subcontractor shall be eligible for inclusion in meeting the minimum **30%** value of the Works on the all contract.
- The Contractor will be required to provide proof of payments to LE sub-contractor's on a monthly basis as part of the payment certificate. Proof shall as a minimum consist of a signed copy of the subcontractor's invoice to the Contractor for inclusion in the interim payment certificates and the subcontractor's interim payment certificate summary page in a format to be approved by the Engineer.
- The Employer reserves the right to request documentary proof of such payments and shall entitle the Employer to terminate the Contract if the payments have not been made in accordance with certified interim payment certificates.
- The Contractor shall be required to ensure that payment to LE subcontractors shall not deviate by more than 10% of the programmed value in any interim monthly payment certificate. Failure by the Contractor to achieve this shall require substantiation and if necessary, adjustment of the programme to indicate how compliance will be achieved.
- Failure to meet the Target Value at the Practical Completion date shall entitle the Employer to sanction as specified in Contract Data*

4.2. Attendance on subcontractors

The Contractor shall in terms of the Clause 4.4.2 of the General Conditions of Contract for Construction Works (third edition 2015) be responsible for the subcontractors' acts, faults and defects as if they were his own.

RETURNABLE DOCUMENTS
CONTENT

B2: RETURNABLE DOCUMENTS

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B2.2 RETURNABLE SCHEDULES AND FORMS

B2.2.1 RETURNABLE SCHEDULES REQUIRED FOR BID EVALUATION PURPOSES.

- A: CERTIFICATE OF ATTENDANCE AT SITE MEETING
- B: COMPULSORY ENTERPRISE QUESTIONNAIRE
- C: RECORD OF ADDENDUM TO BID DOCUMENTS
- D: CERTIFICATE OF AUTHORITY
- E: REGISTRATION CERTIFICATE / AGREEMENT / ID DOCUMENT
- F: FUNCTIONALITY / QUALITY DOCUMENTS
- G: PLANT AND EQUIPMENT
- H: EXPERIENCE OF BIDDER
- I: PRESENT COMMITMENTS
- J: COMPULSORY SCHEDULE OF SUBCONTRACTORS
- K: KEY PERSONNEL
- L: CURRICULUM VITAE OF KEY PERSONNEL
- M: PRELIMINARY PROGRAMME
- N: AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES
- O: CONTRACTOR'S HEALTH AND SAFETY DECLARATION
- P: PROOF OF CIDB REGISTRATION
- Q: TAX CLEARANCE CERTIFICATE
- R: BIDDER'S FINANCIAL STANDING
- S: FORM OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE
- T: DECLARATION OF INTEREST (MBD 4)
- U: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011
- V: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS
- W: CONTRACT FORM – RENDERING SERVICES
- X: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
- Y: RATES AND MUNICIPAL SERVICES CLEARANCE CERTIFICATE
- Z: CERTIFICATE OF INDEPENDENT BID DETERMINATION
- AA: WORKMEN'S COMPENSATION REGISTRATION CERTIFICATE

NOTE: The Bidder is required to complete each and every schedule and form listed above to the best of his ability as the evaluation of Bids and the eventual contract will be based on the information provided by the Bidder. Failure of a Bidder to complete the schedules and forms to the satisfaction of the Employer will inevitably prejudice the Bid and may lead to rejection on the grounds that the Bid is not responsive. The same applies to the Preferential Procurement Schedule in B2.2.2.

The following schedules and forms may or will be incorporated into the Contract:
PLUS THE PREFERENTIAL PROCUREMENT SCHEDULE AND AFFIDAVIT IN B2.2.2

A. CERTIFICATE OF ATTENDANCE AT SITE MEETING

This is to certify that (*Bidder*)

.....

of (*address*)

..... was represented by the person(s) named below at the compulsory clarification meeting held for all Bidders at the previously-mentioned place for **CONTRACT No.: NQULM21/2023-2024** on **30 August 2023** starting at **10H00**.

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

(Please print clearly)

Name of representative:

On behalf of the bidder:

Address:

..... code:

Telephone number:

Signature (bidder):

Email:

NQUTHU LOCAL MUNICIPALITY'S REPRESENTATIVE

Signature:

Surname and initials:



Municipal Date Stamp

B: COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1. Name of enterprise: _____

Section 2. VAT registration number, if any: _____

Section 3. CIDB registration number, if any: _____

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

Name*	Identity number*	Personal income tax number*

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

Section 5. Particulars of companies and close corporations

Company registration number: _____

Close corporation number: _____

Tax reference number: _____

Section 6. Record in the service of the state

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

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

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

* Insert separate page if necessary.

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

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

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

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

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

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

* Insert separate page if necessary.

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

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

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

Date: _____

Name: _____

Position: _____

Enterprise name: _____

C: RECORD OF ADDENDUM TO BID DOCUMENTS

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

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

SIGNATURE: DATE

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

D: CERTIFICATE OF AUTHORITY

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

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

(I) CERTIFICATE FOR COMPANY

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

.....

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

Signature :

Name (in capital letters) :

In his/her capacity as :

Date :

As Witnesses:

1. Signature: Name:

2. Signature: Name:

(II) CERTIFICATE FOR CLOSE CORPORATION

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

.....

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

Signature :

Name (in capital letters) :

In his/her capacity as :

Date :

As Witnesses:

1. Signature: Name:

2. Signature: Name:

(III) CERTIFICATE FOR PARTNERSHIP

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

.....
 Hereby authorize Mr. /Ms.....

Acting in the capacity of , to sign all documents in connection with the Bid for Contract No and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

(IV) CERTIFICATE FOR JOINT VENTURE

We, the undersigned, are submitting this Bid 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 Bid offer for Contract Noand any contract resulting from it on our behalf.

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

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

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

(V) CERTIFICATE FOR SOLE PROPRIETOR

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

Signature of Sole owner:

As Witnesses:

1.....

2.

Date:

E: REGISTRATION CERTIFICATE / AGREEMENT / ID DOCUMENT

[Important note to Bidder: Registration Certificates for Companies, Close Corporations and Partnerships, or Agreements and Powers of Attorney for Joint Ventures, or ID documents for Sole Proprietors, all as referred to in the foregoing forms and in B2.1, must be inserted here]

F: FUNCTIONALITY / QUALITY DOCUMENTS

[The Bidder's Construction Method Statement is to be inserted here].

G: PLANT AND EQUIPMENT

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

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

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

DESCRIPTION (<i>type, size, capacity etc.</i>)	QUANTITY	YEAR OF MANUFACTURE
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

Attach additional pages if more space is required

(b) Details of major equipment that will be hired, or acquired for this contract if my / our Bid is accepted

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

Attach additional pages if more space is required

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

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

I: PRESENT COMMITMENTS

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

Employer and Contract Description	Contract Amount	Duration and Completion Date	Consulting Engineer

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

Date:

J: COMPULSORY SCHEDULE OF SUBCONTRACTORS

NQUTHU LOCAL MUNICIPALITY Local Economic Development (LED) Objectives.

The objective is to transfer skills, build capacity and develop small enterprises, in order that these small enterprises gain experiences to ensure that the sub-contractor can use the project to increase their CIDB rating and also as a reference for future projects.

Please note that proof of "skill transfer" to unskilled labour must be sent to the consultant upon completion thereof.

Bidders' Declaration

- 1) We notify you that it is our intention to employ the following Subcontractor/s located in New Hanover known to ourselves for work in this contract. In this regard, please complete the table hereunder.

OR

- 2) We notify you that we do not know of any small emerging Sub-contractors located in New Hanover; however, should we be the appointed Contractor we acknowledge that the NQUTHU LOCAL MUNICIPALITY will provide us with a list of Sub-contractors located in New Hanover, of which, we confirm will be used on this project.
- 3) Note to Bidders: The Municipality will require that proof of implementation adherence is submitted for auditing purposes by LED Unit.

	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor.
1.			
2.			
3.			

Signed _____ Date _____

Name _____ Position _____

Bidder _____

K: KEY PERSONNEL

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

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

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

SIGNATURE: DATE

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

L: CURRICULUM VITAE OF KEY PERSONNEL

[illegible]**Certification:**

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

Date:

Signature:.....

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

Date:

Signature of Bidder:

[illegible]**Certification:**

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

Date:

Signature:

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

Date:

Signature of Bidder:

M: PRELIMINARY PROGRAMME

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

PROGRAMME

ACTIVITY	WEEKS / MONTHS													

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

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

N: AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

(This is not an invitation for amendments, deviations or alternatives but should the Bidder, 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 Bidder must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his Bid.

(b) ALTERNATIVES

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

[Notes: (1) Individual alternative items that do not justify an alternative Bid, 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 Bid.
(3) Alternative Bids involving technical modifications to the design of the works and methods of construction shall be treated separately from the main Bid offer.]

(c) DISCOUNTS

ITEM ON WHICH DISCOUNT IS OFFERED	DESCRIPTION OF DISCOUNT OFFERED

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

SIGNATURE: DATE

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

O: CONTRACTOR'S HEALTH AND SAFETY DECLARATION

In terms of Clause 4(4) of the OHS Act 1993 Construction Regulations 2003 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHS Act 1993 Construction Regulations 2003.

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

Declaration by Bidder

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHS Act 1993 Construction Regulations 2003.

2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.

3. I propose to achieve compliance with the Regulations by one of the following:

(a) From my own competent resources as detailed in 4(a) hereafter: ***Yes / No**

(b) From my own resources still to be appointed or trained until competency is achieved, as detailed in 4(b) hereafter: ***Yes / No**

(c) From outside sources by appointment of competent specialist subcontractors as detailed in 4(c) hereafter: ***Yes / No**

(* = delete whatever is not applicable)

4. Details of resources I propose:

(Note: Competent resources shall include safety personnel such as a construction supervisor and construction safety officer as defined in Regulation 6, and competent persons as defined in Regulations 7, 8, 10, 11, 12, 14, 15, 18, 21(1), 22, 26 and 27, as applicable to this contract)

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

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

RETURABLE DOCUMENTS
B2.1: LIST OF RETURABLE DOCUMENTS

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

(i) By whom will training be provided?

(ii) When will training be undertaken?

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

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

Name of proposed subcontractor:

Qualifications or details of competency of the subcontractor:

5. I hereby undertake, if my Bid is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 5(1) of the Construction Regulations, which plan shall be subject to approval by the Employer.

6. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHSA 1993 Construction Regulations 2003 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.

7. I hereby confirm that adequate provision has been made in my Bided rates and prices in the schedule of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2003, and that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations (Regulation 30) for failure on the Contractor's part to comply with the provisions of the Act and the Regulations.

8. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2003, and accept that my Bid will be prejudiced and may be rejected at the discretion of the Employer.

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

CONTRACTOR'S SAFETY PLAN

[The Bidder shall attach to this page (or submit it separately) the Contractor's Health and Safety Plan as required in terms of Regulation 5 of the Occupational Health and Safety Act 1993 Construction Regulations 2003, and referred to in Form J and in B2.1]

P: PROOF OF CIDB REGISTRATION

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

In the case of a Joint Venture, CIDB Certificates of Registration for all members of the Joint Venture must be supplied.

1. CIDB Requirement

1.1 CIDB Grading

Bidders who are registered with CIDB in a contractor registration equal or higher than 2GB will be eligible to bid.

1.2 Proof of CIDB registration

Bidders who fail to provide the relevant information called for in 1.1 above prior to the closing date of the bid shall be disqualified from further consideration.

1. EPWP Guidelines for the Implementation of Labour-Intensive Projects

The EPWP guidelines for labour intensive methods of construction will apply in order to promote the use of local labour and also afford them with opportunities for training thus transferring skills.

3. Evaluation Criteria

The bids will be evaluated using a two-stage evaluation approach. The first stage will be the functionality and the second stage will be the price and preferential points.

Q: TAX CLEARANCE CERTIFICATE

MBD 2

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

1. In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
6. Applications for the Tax Clearance Certificates 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.

The Bidder is to attach an original Tax Clearance Certificate issued by the South African Revenue Service (SARS) to this page.

Each party to a Joint Venture must submit a separate original Tax Clearance Certificate issued by SARS.

Failure to submit original and valid Tax clearance Certificate may invalidate the Bid.

If company is a VAT vendor a copy of the VAT certificate must be inserted here, unless reflected in the Tax Clearance Certificate.

R: BIDDER'S FINANCIAL STANDING

In terms of Clause 9.2 of the Conditions of Bid the Employer may make inquiries to obtain a bank rating from the Bidder's bank.

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

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

Name of account holder:

Name of Bank:Branch:

Account number:Type of account:

Telephone number: Facsimile number:

Name of contact person (*at bank*):

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

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

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

S: FORM OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE

[The Bidder must attach hereto a letter from the bank or institution. with whom he has made the necessary arrangements, to the effect that the said bank or institution will be prepared to provide the required performance guarantee when asked to do so].

Tenderers are to refer to Form C1.4: Form of Guarantee.

Failure to provide a letter of intent to provide a performance guarantee will render the tender liable for disqualification.

T: DECLARATION OF INTEREST (MBD 4)

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

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

3.1 Full Name:

3.2 Identity Number:

3.3 Company Registration Number:

3.4 Tax Reference Number:

3.5 VAT Registration Number:

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

3.6.1 If so, furnish particulars.

.....
.....

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

3.7.1 If so, furnish particulars.

.....
.....

3.8 Do you, have any relationship (family, friend, other) with persons in the service of the state and

* 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.

RETURABLE DOCUMENTS
B2.1: LIST OF RETURABLE DOCUMENTS

who may be involved with the evaluation and or adjudication of this bid?

YES/NO

3.8.1 If so, furnish particulars.

.....
.....

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

YES / NO

3.9.1 If so, furnish particulars

.....
.....

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

YES / NO

3.10.1 If so, furnish particulars.

.....
.....

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

YES / NO

3.11.1 If so, furnish particulars.

.....
.....

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

YES / NO

3.12.1 If yes, furnish particulars.

.....
.....

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

YES / NO

3.13.1 If yes, furnish particulars.

.....

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

bidding for this contract.

YES / NO

3.14.1 If yes, furnish particulars:

.....
.....

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

Full Name	Identity Number	State Employee Number

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of R30 000.00 up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the **80/20** system shall be applicable.
- 1.3 Preference points for this bid shall be awarded for:
- (a) Price; and
 - (b) Specific Goals.
- 1.3.1 The maximum points for this bid are allocated as follows:
- | | POINTS |
|--|------------|
| 1.3.1.1 PRICE | 80 |
| 1.3.1.2 SPECIFIC GOALS | 20 |
| Total points for Price and Specific Goals | 100 |
- 1.4. The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- 2.1 “**all applicable taxes**” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.3 “**comparative price**” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.4 “**consortium or joint venture**” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 “**contract**” means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 “**EME**” means any enterprise with an annual total revenue of R5 million or less.

- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

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

4. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

8 SUB-CONTRACTING

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

8.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted?.....%
- (ii) the name of the sub-contractor?
- (iii) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of firm:

9.2 VAT registration number:

9.3 Company registration number:

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

9.6 COMPANY CLASSIFICATION

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

9.7 MUNICIPAL INFORMATION

Municipality where business is situated

Registered Account Number

Stand Number

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

.....

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (a) Disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution

WITNESSES:

1.

.....

SIGNATURE(S) OF BIDDER(S)

2.

DATE:

ADDRESS:

.....

.....

.....

W: CONTRACT FORM - RENDERING OF SERVICES

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

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

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

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT)

CAPACITY

WITNESSES

1

2

DATE:

SIGNATURE

NAME OF FIRM

DATE

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

--

WITNESSES

1

2

DATE:

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

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

RETURNABLE DOCUMENTS
B2.1: LIST OF RETURNABLE DOCUMENTS

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

.....
Position

.....
Name of Bidder

Y: RATES AND MUNICIPAL SERVICES CLEARANCE CERTIFICATE

This serves to conform that my **municipal rates and taxes are paid up to date and the following is attached:**

1. An original/certified copy of the most recent municipal certificate, indicating the status of payment of all municipal accounts and taxes: Electricity, water, refuse, rates and levies, from the Municipality in which jurisdiction it's business is situated.
2. In the case where the Bidder does not own property/is a tenant for the purpose of its business establishment, the Bidder to provide an original/certified copy of certificate from its landlord certifying that all the tenants payments in respect of all municipal accounts and taxes i.e. electricity, water, refuse, rates and levies are paid up to date.
3. In the case where it is not possible for a Bidder to obtain the certificate in (2) above from its landlord, the Bidder is required to submit an original/certified copy of the lease agreement for the premises where its business is situated.

Z: CERTIFICATE OF INDEPENDENT BID DETERMINATION

MBD 9

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
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

.....
Name of Bidder

.....
Position

AA: WORKMEN'S COMPENSATION REGISTRATION CERTIFICATE

[The Bidder's Workmen's Compensation Registration Certificate or proof of payment of contributions to be inserted here].

B2.2.3 PRO FORMA FORMS TO BE COMPLETED BY SUCCESSFUL BIDDER

PERFORMANCE GUARANTEE	BD89
PRO FORMA NOTIFICATION FORM IN TERMS OF OHSA 1993 CONSTRUCTION REGULATIONS 2003	BD91

PERFORMANCE GUARANTEE

Employer: (name and address)

.....

.....

Contract No: NQULM21/2023-2024

Contract

title)

.....

.....

WHEREAS

(hereinafter referred to as "the Employer") entered into, on the day of 20....,

a Contract with

(hereinafter called "the Contractor") for (*CONTRACT TITLE*)

..... at

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

AND WHEREAS(hereinafter referred to as the Guarantor)
has/have at the request of the Contractor, agreed to give such security;

NOW THEREFORE WE,
do hereby guarantee to the Employer under renunciation of the benefits of division and excussion the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

1. The Employer shall, without reference and/or notice to me/us, have complete liberty of action to act in any manner authorised and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Due Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Due Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. The Employer shall be entitled, without reference to us, to release any securities held by it, and to give time to or compound or make any other arrangement with the Contractor.
3. This guarantee shall remain in full force and effect until the issue of the Final Approval Certificate, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.

However, upon receipt by us of an authenticated copy of the Certificate of Completion in terms of the Contract, the amount of liability shall be reduced by 50%, which shall be in force until the issue of the Final Approval Certificate at expiry of the Defects Liability Period

4. My/Our total liability in terms hereof shall be limited to the sum of R
(in words)
(10 % of the Bid sum) which amount I/we agree to hold at your disposal.
5. I/We declare that I/we, on behalf of the Guarantor, waive the legal exceptions available to a guarantor and undertake to pay the said amount or such portion thereof as may be demanded, immediately on receipt of a written demand from you.
- A certificate under your hand shall be sufficient and satisfactory evidence as to the amount of the Guarantor's liability for the purpose of enabling provisional sentence or any similar relief to be obtained against the Guarantor.
6. I/We hereby choose domicilium citandi et executandi for all purposes arising hereof at
.....
7. This guarantee is neither negotiable nor transferable, and must be surrendered to the Guarantor in the event of the full amount of the Guarantee being paid to the Employer.

IN WITNESS WHEREOF this guarantee has been executed by us aton this
..... day of20.....

Signature:

Duly authorized to sign on behalf of: (*Guarantor*)

Address
.....

As witnesses:

1.
2.

**PRO FORMA NOTIFICATION FORM IN TERMS OF THE OCCUPATIONAL HEALTH AND
SAFETY ACT 1993, CONSTRUCTION REGULATIONS 2003**

***[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 2003, to
the office of the Department of Labour]***

1. (a) Name and postal address of Contractor:

(b) Name of Contractor's contact person:

Telephone number:

2. Contractor'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 :..... DATE :.....

CONTRACT

C1: AGREEMENTS AND CONTRACT DATA

C2: PRICING DATA

C3: SCOPE OF WORK

C4: SITE INFORMATION

C5: ANNEXURES

CONTRACT

CONTENT

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C1.1: FORM OF OFFER AND ACCEPTANCE

C1: AGREEMENTS AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE

A. OFFER

ID/ TENDER NO: NQULM21/2023-2024

PROJECT DESCRIPTION: THE CONSTRUCTION OF THE MALANGA GRAVEL ACCESS ROAD AND PROPOSED OF TWO CAUSEWAYS IN WARD 2.

MUNICIPAL MANAGER: NQUTHU LOCAL MUNICIPALITY

Sir,

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

R _____
_____(In words)

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

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

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

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

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

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

(Enter Nil if no affiliations)

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

SCOPE

(Enter Nil if no affiliations)

My/Our VAT vendor registration number is: _____

I/We bank at the _____ branch of

_____ where I/we have a _____

Account (no. _____)

Bankers contact name _____ & Tel no. _____

Initials: _____

C.3

C1.1: FORM OF OFFER AND ACCEPTANCE

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

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

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

Yours faithfully

SIGNATURE: _____

ON BEHALF OF: _____

POSTAL ADDRESS: _____

STREET ADDRESS: _____

(A street address where the
Tenderer can be reliably contacted _____
must be given for the purpose of
domicilium citandi et executandi) _____

DATE: _____

C1.1: FORM OF OFFER AND ACCEPTANCE

B. ACCEPTANCE

By signing this part of the Form of Offer and Acceptance, the Employer identified below accepts the Bidder'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 Bidder's Offer shall form an agreement between the Employer and the Bidder upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract are contained in

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

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

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

The Bidder shall deliver the Guarantee in terms of Clause 6.2 of the General Conditions of Contract 2015 within the period stated in the Contract Data, and he shall, immediately after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data, within 14 days of the date on which this Agreement comes into effect. Failure to 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 Bidder receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Bidder (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

Signature:

Name: (in capitals)

Capacity:

Name of Employer (organisation)

Address:

.....

Witness:

Signature: **Name:**

Date:

C1.1: FORM OF OFFER AND ACCEPTANCE

C. SCHEDULE OF DEVIATIONS

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

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

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

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

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

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Bidder agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Bid Data and addenda thereto as listed in the Bid Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Bidder 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 Bid documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

C1.1: FORM OF OFFER AND ACCEPTANCE

FOR THE BIDDER:

Signature:

Name:

Capacity:

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

.....

Witness:

Signature:

Name:

Date:

FOR THE EMPLOYER

Signature:

Name:

Capacity:

Employer: *(Name and address of organisation)*

.....

Witness:

Signature:

Name:

Date:

C1.2: CONTRACT DATA

C1.2.1 CONDITIONS OF CONTRACT

C1.2.1.1 GENERAL CONDITIONS OF CONTRACT

This Contract will be based on the "General Conditions of Contract for Construction Works – 3rd Edition 2015", issued by the South African Institution of Civil Engineering. (Short title: "General Conditions of Contract 2015").

It is agreed that the only variations from the General Conditions of Contract 2015 are those set out hereafter under "Special Conditions of Contract".

C1.2.1.2 SPECIAL CONDITIONS OF CONTRACT

C1.2.1.2.1 GENERAL

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

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

C1.2.1.2.2 AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT 2015

Contract Price Adjustment Schedule – Page 86

Replace paragraph beginning with "F" is the "Fuel Index" ... to "... Statistics South Africa." with the following:-

"F" is the "Fuel Index" and shall be the Producer Price Index for Diesel at wholesale level for the **Coast** as published in the Statistical News Release P0142.1, Table 12 of Statistics South Africa.

C1.2.1.3 PAYMENT OF LABOUR AND CLO

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

- The duration of the appointment.
- The duties to be undertaken by the CLO which could include:
 - i. Assisting in all respects relating to the recruitment of local labour.
 - ii. Acting as a source of information for the community and councilors on issues related to the contract.
 - iii. Keeping the Contractor advised on community issues and issues pertaining to local security.
 - iv. Assisting in setting up any meetings or negotiations with affected parties.
 - v. Keeping a written record of any labour or community issues that may arise.
 - vi. Any other duties that may be required by the Contractor.

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

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

It is the contractor responsibility to pay the Community Liaison Officer for the entire duration of the contract. In the event that the contractor's work is not complete within the allowed duration, the community Liaison Officer shall still be paid for by the contractor until labour force is no longer required. This includes the penalty stage. If

the item has not been allowed for in the bill of quantities therefore the contractor must allow in his rates for the Community Liaison Officer.

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

A. DATA TO BE PROVIDED BY THE EMPLOYER

The following contract specific data are applicable to this contract.

REF. CLAUSE No	DATA BY EMPLOYER
1.1.1.13	The Defects Liability Period is 12 months measured from the date of the Certificate of Completion.
1.1.1.14	The time for achieving Practical Completion is 8 months measured from the Commencement Date, including special non-working days.
1.1.1.15	Name of Employer: NQUTHU LOCAL MUNICIPALITY
1.1.1.26	The Pricing Strategy is Re-measurable Contract
1.2.1.2	Address of Employer: <u>Physical:</u> 83 Mdlalose Street Nquthu 3135 <u>Postal:</u> Private Bag X5521, Nquthu 3233 Telephone No: 034 271 6100

- 5.3.1 The documentation required before commencement with Works execution are:
- i) Health and Safety Plan (*Clause 4.3*)
 - ii) Initial Programme (*Clause 5.6*)
 - iii) Surety (*Clause 6.2*)
 - iv) Insurance (*Clause 8.6*)
 - v) Letter of good standing for and C.O.I.D.A (Workman's Compensation).
 - vi) Proof of Notification for construction works to the Department of Labour

- 5.3.2 The time to submit the documentation required before commencement of the Works is 14 days.

- 5.8.1 The non-working days are Sundays.

The special non-working days are the construction industry year end break and the following statutory public holidays as declared by National Government:

New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers' Day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day and the Day of Goodwill.

The construction industry year end break commences on the first working day after 14 December and ends on the first working day after 7 January of the next year.

- 5.13.1 The penalty for failing to complete the Works is R 2500 per calendar day.
- 5.16.3 The latent defects period is 10 years
- 6.2.1 The security to be provided by the Contractor shall be:
 Performance guarantee of 10% of the Bid sum up to the issue of the certificate of completion.
- 6.5.1.2.3 The percentage allowance to cover overhead charges is 15%.
- 6.8.3 Price adjustment for variations in the cost of special materials is not allowed.

 Contract Price Adjustment will not be applicable.
- 6.10.1.5 The percentage advance on materials not yet built into the permanent works is: 80%.
- 6.10.3 The percentage retention on the amounts due to the Contractor is 10%.

 The limit of retention money is 5% of the amount of the Bid offer, excluding contingencies and VAT.

 A Retention Money Guarantee is permitted.
- 8.6.1.1.2 The value of materials supplied by the Employer to be included in the insurance sum is nil.
- 8.6.1.1.3 The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R 100 000.00.

 Special risk insurance issued by SASRIA is required.
- 8.6.1.3 The limit of indemnity for liability insurance is R1 000 000, 00 (ten million rands only) for any single liability claim. Liability insurance shall include spread of fire risk.
- 10.4.2. Failing Amicable Settlement and resolution by Adjudication, unresolved Disputes
 10.7.1 shall be referred to Arbitration.

B: DATA TO BE PROVIDED BY CONTRACTOR

REF. CLAUSE No	DATA BY CONTRACTOR
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1.1.1.9	Name of Contractor:
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1.2.1.2	Address of Contractor:
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	<u>Physical:</u>	<u>Postal:</u>
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	<u>E-mail:</u>
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	<u>Telephone No:</u>	<u>Fax No:</u>
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C1.2.3: THE VARIATION TO THE GENERAL CONDITIONS OF CONTRACT

1. GENERAL

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

The clauses of the Special Conditions of Contract hereafter are numbered SCC followed in each case by the number of the applicable Clause or Sub-Clause in the General Conditions of Contract 2015, and the applicable heading.

An asterisk (*) placed next to an SCC subclause number denotes the inclusion of an additional/new subclause for which no equivalent appears in General Conditions of Contract 2015.

2. VARIATIONS TO THE GENERAL CONDITIONS OF CONTRACT

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

1.1 DEFINITIONS

SCC1.1.15 The *Employer* means: NQUTHU LOCAL MUNICIPALITY

SCC1.2.1 Add the following new sub-clauses to Sub-Clause 1.2.1:

- SCC1.2.1.3* sent by facsimile irrespective of it being during office hours or otherwise;
- SCC1.2.1.4* posted to the addressee via registered mail and delivered by the postal authorities; or
- SCC1.2.1.5* delivered by a courier service and signed for by or on behalf of the addressee;

In the second sentence of the last paragraph of sub-clause 1.2.1 and after the word *addresses* insert *and/or facsimile*.

SCC1.2.6 **Targeted Enterprise* means a business which adheres to statutory labour practices, is a legal entity, registered with South African Revenue Service and is a continuing and Independent Enterprise for profit, providing a Commercially Useful Function and:

- a) which is at least 51% Owned by one or more Previously Disadvantaged Individuals or, in the case of a company, at least 51% of the shares are Owned by one or more Previously Disadvantaged Individuals; and
- b) whose management and daily business operations are in the Control of one or more of the Previously Disadvantaged Individuals who effectively own it: provided, however, that the annual average turnover excluding Value Added Tax (VAT) and any turnover generated in respect of work performed by other parties in a joint venture or a consortium, of the business during the lesser of the period for which the business has been operating, or the previous three financial years, does not exceed:
 - 1) R25 million in respect of contractors who generate more than 75% of their turnover as Prime Contractors;
 - 2) R10 million in respect of contractor who generate less than 25% of their turnover as Prime Contractors;
 - 3) R2.5 million, in respect of labour-only sub-contractors;

- 4) R10 million in respect of Manufacturers;
- 5) R15 million in respect of Suppliers;
- 6) R2.5 million exclusive of any turnover generated in respect of outsourced activities which the enterprise does not have the in-house competence and expertise to perform, in respect of professional service providers; and
- 7) R2.5 million, in respect of other service providers, e.g. transporters, and that the sum of the average annual turnovers over the same period of all the business concerns which are under the Control of Previously Disadvantaged Individuals within the business entity or Affiliated Entities does not exceed one and a half (1.5) times the maximum allowable annual average turnover for the particular category of enterprise as set out in b) above, seeking Targeted Enterprise Status.

2. BASIS OF CONTRACT

SCC 2.1.4 *COMPLIANCE WITH APPLICABLE LAWS

Add the following:

The Contractor shall ensure that he and his Sub-contractors pay wages to their labour forces, including artisans, which are in accordance with those determined by the Department of Labour and which may vary from time to time during the Contract Period.

SCC 2.1.4.1 *The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993, and the New Construction Regulations, 2003), hereinafter referred to as "the Act", that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely:

- a) The Contractor undertakes that the appropriate officials and employees of the Contractor, as well as Subcontractors, will fully acquaint themselves with all relevant provisions of the Act and the Regulations promulgated in terms of the Act.;
- b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations will be fully complied with;
- c) The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations, and expressly absolves the Employer from itself being obliged to comply with any of the aforesaid duties, obligations and prohibitions;
- d) The Contractor agrees that any duly authorised official 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 set out more fully in paragraphs (a) and (b) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or to inspect any appropriate records held by the Contractor; and
- e) 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 contract, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

SCC2.1.1 *AVAILABLE DATA AND EXISTING INFORMATION

Add the following:

All known existing underground services in the vicinity of the Works are shown on the drawings and immediately prior to undertaking any work the Contractor shall check the record of underground services in order to ascertain the presence of any new services. The exact position of these services cannot be guaranteed. The Contractor shall exercise due care when working near these services. If any service shown on the drawings is damaged by the Contractor, then the Contractor shall bear the cost of the repair by the responsible authority.

The Contractor shall immediately inform the Engineer if he discovers the existence of any underground service which is not shown on the drawings. If such service is undamaged when discovered, it shall from then on be deemed to be known service and, if subsequently damaged by the Contractor, its repairs shall be a charge on the Contractor. If such unknown service is damaged when discovered, the cost of repair shall be met by the Contractor unless he establishes to the satisfaction of the Engineer that such damage could not by the exercise of reasonable diligence have been avoided; such service shall thereafter be deemed to be known service and the provisions of the preceding paragraph shall apply.

2.6* GUARANTEE

SCC2.6.1 GUARANTEE

The Contractor shall deliver to the Engineer within such time as may be stated in the Contract Data a guarantee of an Insurance Company or Bank to be jointly and severally bound with the Contractor, in accordance with the provisions of the Form of Guarantee, in a sum equal to the amount stated in the Contract Data, for the due performance of the contract. The said Company or Bank shall be subject to approval by the Employer.

The Engineer shall be empowered to withhold all payment certificates until the Contractor has complied with his obligations in terms of this clause.

Expenditure incurred in obtaining such guarantee and the Form of Guarantee to be entered into shall be borne by the Contractor unless the Contract otherwise provides. The Form of Guarantee shall be returned to the Guarantor within 14 days after the issue of the Certificate or Certificates of Completion in respect of the whole of the Permanent Works.

The Contractor shall then be responsible for returning the Guarantee to the Guarantor.

Should the employer be made unable to return the Guarantee, the Employer shall write a suitably worded letter addressed to the Guarantor but delivered to the Contractor within the prescribed 14 days, stating that he has no further claim against the Guarantor and the Guarantee may be cancelled. The Contractor shall then be responsible for forwarding such letter to the Guarantor.

In the event that the Contractor fails to submit an acceptable guarantee in terms of this sub-clause within the time stated in the Contract Data and acceptable insurance policies and proof of payment of premiums and continuity of the policies within the time stated in Sub-Clause 5.3.1 hereof, the Engineer shall, with the Employers approval, be entitled to delay the commencement of the Works (and hence the Commencement Date) by the number of days the Contractor is late in submitting the required documentation. The construction period shall ipso facto be reduced by the number of days the contractor was late in submitting the required documentation.

4.2 EMPLOYER'S AGENTS INSTRUCTION

SCC4.2.2 After the word "instructions", insert "(excluding the SABS 1200 Standardised Specifications)"

SCC4.7 FOSSILS, etc

Add the words "or traditional importance (such as burial sites)" between the words "interest" and "discovered" in the third line.

4.4. SUBCONTRACTING

Service provider awarded the project shall subcontract not less than 5% of the contract value to Black-owned local firms with preferably women, youth and people with disability as agreed with the employer. If the contractor fails to comply with the subcontracting requirements of as stipulated in the bid specification, then the contractor shall declare back to the employer the 5% of the construction amount.

4.11 COMPETENT EMPLOYEES

SCC4.11.3* LOCAL LABOUR

Where it is a requirement that the Contractor employ local labour and local subcontractors on site, the Contractor shall, taking cognisance of the requirements of this Clause, appoint local labour subcontractors as required for the execution of the works and shall train and supervise them as may be necessary to execute and complete the tasks or functions for which they were employed. The preferred categories and ratios are as follows:

- $\frac{1}{3}$ (one third) of labour be women (above youth age category of 35 years);
- $\frac{1}{3}$ (one third) of labour be youth (men and women, 18 to 35 year age); and
- $\frac{1}{3}$ (one third) of labour be men (above youth age category of 35 years).

8.3 EXCEPTED RISKS

SCC8.3.1 Append Sub-clause 8.3.1.9 with except where the Contract specifically so provides,

8.6 INSURANCES

SCC8.6.1 INSURANCES TO BE EFFECTED

Amend Sub-Clause 8.6.1 to read:

"The minimum amount of insurance required in terms of this Clause, as stated in the Contract Data, shall be, per event, the number of events being unlimited:"

Amend Sub-Clause 8.6.1.1 to read:

"Insurance of all materials stored off Site, and intended for incorporation in the Works, including their delivery to the Site and off-loading on Site, to the value of such materials for which payment is made in terms of Sub-Clause 49.1 hereof:"

SCC8.6.6 CONTRACTOR TO PRODUCE PROOF OF PAYMENT

Add to Sub-Clause 8.6.6.1

"The policies and the proof of payment of premiums and continuity of the policies shall be produced within such time as is stated in the Contract Data."

SCC8.6.8* LEGAL PROVISIONS

Within such time as is stated in the Contract Data for the production of insurance policies in terms of the Sub-Clause 8.8.7, the Contractor shall deliver to the Employer a letter, either

SCC8.6.8* from his Insurance Company certifying that the Contractor has effected insurance with the Company for the full extent of his potential liability under the Workmen's Compensation Act 1977 (Act No 23 of 1985) in respect of all workmen employed by him on the Contract and undertaking to notify the Employer of the expiry date of the policy at least one calendar month before such date, or

SCC8.6.8* from the Workmen's Compensation Commissioner certifying that the Contractor is currently in good standing with the Accident Fund.

SCC8.6.9* CLAIMS AGAINST INSURANCE

The Contractor shall immediately lodge any claim due under policies and press for early settlement. The Contractor shall proceed with the making good of the damage and shall instruct the Insurers to pay all monies in settlement of the claim to the Employer. The Employer shall pay these monies to the Contractor in the monthly certificate in proportion to the progress of the repairs. These payments shall be the only payment to the Contractor for the costs of making good the full amount of the damage to the Works.

10.1.6* EXTENSION OF TIME FOR COMPLETION

SCC10.1.6.1* TIME FOR COMPLETION

Where the industry regulated Christmas shutdown period of 3 weeks fall within the times for completion as calculated from the Commencement Date, the 3 week shutdown period shall be excluded from the calculation of the time for completion. No payments of any nature, including General Items payments, shall be made for the aforementioned 3-week shutdown period.

The time for completion of the Works shall be reduced by the amount of delay, if any, occasioned by the failure of the Contractor to submit an acceptable guarantee, insurance policies and proof of payment of premiums and continuity within the stipulated time.

SCC10.1.6.2* EXTENSION OF TIME FOR COMPLETION

In general, extension of time for the completion of the Works will, in terms of the General Conditions of Contract, be granted only for additional work and circumstances which could not have been reasonably foreseen.

No extension of time for completion will be granted on account of normal inclement weather, but extension of time shall be determined for abnormal rainfall or wet conditions that effect on progress of the Works. The method whereby an extension of time due to abnormal rainfall will be determined is as follows:

- (1) Abnormal rainfall for each calendar month shall be the total working days in the month under consideration during which the Contractor is unable to proceed with his operations as specified under (2) below, less the number of days (from the table) representing normal rainfall for the month under consideration. (When drawing up his programme, the Contractor shall make provision for the expected delays shown in the table).
- (2) The claim for extension of time shall be the sum of all the positive monthly totals for the Contract Period. Negative monthly totals shall be disregarded. A day shall be considered as lost when the Cluster Manager agrees that no work was done or was capable of being done on any item shown on the critical path of the current construction

programme. Items which are not shown on the critical path and have been affected by rainfall will not be considered for extension of time.

The Contractor is to erect a rain gauge on site. The rain gauge is to be monitored on a daily basis and daily readings recorded in the site diary.

6.8 ADJUSTMENTS IN PRICES

SCC6.8.1 RATES AND PRICES

Amend Sub-Clause 6.8.1 to read:

“The rates and prices stated in the Pricing Data are not subject to Contract Price Adjustment, but shall be final and binding throughout the period of the Contract.”

6.10 PAYMENTS

SCC6.10.1.5 In Sub-Clause 6.10.1.5, line 6, amend “documentary evidence” to read “a signed statement.”

7.8 DEFECTS

SCC7.8.1 In Sub-Clause 7.8.1, paragraph 2, line 2, after the words “Defects Liability Period,” insert “or within the period specified by the Engineer,” and in line 3 replace “thereafter “with “after the Defects Liability Period.”

C1.3: FORM OF GUARANTEE

PRO FORMA

FORM OF GUARANTEE

Employer: (*name and address*) _____

CONTRACT No.: NQULM21/2023-2024

THE CONSTRUCTION OF THE MALANGA GRAVEL ACCESS ROAD AND PROPOSED OF TWO CAUSEWAYS IN WARD 2.

WHEREAS _____

(hereinafter referred to as "the Employer") entered into a Contract with _____

(hereinafter called "the Contractor") on the _____ day of _____ 20_____

CONTRACT No.: NQULM21/2023-2024

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

AND WHEREAS _____ (hereinafter referred to as "the Guarantor") has/have at the request of the Contractor, agreed to give such guarantee;

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

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Due Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Due Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money.
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.
4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
5. Our total liability hereunder shall not exceed the sum of _____

(in words)

Initials: _____

C1.3: FORM OF GUARANTEE

6. R _____ (in figures)
The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon the Guarantor's liability hereunder shall cease.
7. We hereby choose our address for the serving of all notices for all purposes arising herefrom as

IN WITNESS WHEREOF this guarantee has been executed by us at _____

on this _____ day of _____ 20 _____

As witnesses:

1. _____ Signature _____
Name in Block Letters
2. _____ Signature _____
Name in Block Letters

Duly authorized to sign on behalf of (*Guarantor*) _____

Address _____

C1.4: AGREEMENT WITH ADJUDICATOR

This agreement is made on the.....day of 20..... between the Employer
(name of company / organisation).....

of (address).....

.....and the Contractor
(name of company / organisation)

of (address).....

.....(hereinafter called **the Parties**)

and

(name).....

of (address)

.....(hereinafter called **the Adjudicator**)

Disputes or differences may arise/have arisen* between the Parties under a Contract No

..... for (contract title)

and these disputes or differences shall be/have been* referred to adjudication in accordance with the CIDB Adjudication Procedure, (hereinafter called "**the Procedure**") and the Adjudicator may be or has been requested to act.

(* Delete as necessary)

IT IS NOW AGREED as follows:

1. The rights and obligations of the Adjudicator and the Parties shall be as set out in the Procedure.
2. The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the Procedure.
3. The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses in accordance with the Procedure as set out in the Contract Data.
4. The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
5. The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

Signed by:

Initials: _____

.....
(Signature):

Name:
who warrants that he/ she is
duly authorized to sign for and
on behalf of the **First Party** in
the presence of

.....
(Signature):

Name:
who warrants that he/ she is
duly authorized to sign for
and on behalf of the **Second
Party** in the presence of

.....
(Signature):

Name:
the **Adjudicator** in the
presence of

.....
Witness: (Signature)

Name:

Address:

.....

.....

Date:

.....
Witness: (Signature)

Name:

Address:

.....

.....

Date:

.....
Witness: (Signature)

Name:

Address:

.....

.....

Date:

C1.5: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No. 85 OF 1993

C1.5: 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.: NQULM21/2023-2024: THE CONSTRUCTION OF THE MALANGA GRAVEL ACCESS ROAD AND PROPOSED OF TWO CAUSEWAYS 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,

C1.5: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No. 85 OF 1993

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.

C1.6 RETENTION MONEY GUARANTEE

PRO FORMA

RETENTION MONEY GUARANTEE

NQUTHU LOCAL MUNICIPALITY

CONTRACT No. NQULM21/2023-2024, for the construction of the malanga gravel access road and proposed of two causeway in ward 2.

ISSUED TO: the **Nquthu Local Municipality**

Represented by **OPERATIONS: MANAGER** (Hereinafter referred to as "the Employer")

ON BEHALF OF: (Hereinafter referred to as "the Contractor")

In connection with

CONTRACT NO. NQULM21/2023-2024 (Hereinafter referred to as "the Contract")

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

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

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

.....

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

2. The Engineer's certificate referred to in Clause 1 shall certify

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

- (i) does not exceed the amount of retention monies which, but for this guarantee, would have been retained by the Employer in terms of the Contract at the date of the certificate, less the aggregate of the amounts of retention money actually retained by the Employer and the amounts previously paid by us to the Employer in terms hereof, and
- (ii) does not exceed a genuine estimate of the cost to the Employer of having the breach referred to in paragraph (b) remedied less the aggregate of any amounts withheld by the Employer from payments due the Contractor in terms of the Contract by reason of the breach referred to, and any amount in retention money actually held by the Employer save to the extent that the same had been deducted from any previous demand in terms hereof.

3. We shall within 28 days after our receipt of a demand complying with the provisions of Clauses 1 and 2 make payment to the Employer of the amount demanded at 83 Mdlalose Street NQUTHU or at such other address as the Employer shall in writing notify us.

4. Subject to compliance with the provisions thereof, our liability to make the payments herein referred to shall be unconditional and shall not be affected nor diminished by any disputes, claims or counterclaims between the Employer and the Contractor.

Initials: _____

C.25

C1.6: RETENTION MONEY GUARANTEE

5. Our aggregate liability under this guarantee is limited to R
6. This guarantee shall expire on the date on which the last of the retention monies, which but for this guarantee would have been retained by the Employer, becomes payable to the Contractor.
7. This guarantee is not transferable and must be produced for endorsement if any part payment is made and must be returned to us against final payment of our aggregate liability or on the date of the expiry of the guarantee in terms of Clause 6, whichever is the earlier.

Signed in the presence of the subscribing witnesses:

At for and on behalf of

on this day of

Signature :

Capacity:

Address:

As Witnesses:

1. Name in Block Letters ...

2. Name in Block Letters

C2: PRICING DATA

C2.1 PRICING INSTRUCTIONS

1. GENERAL

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

2. DESCRIPTION OF ITEMS IN THE SCHEDULE

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

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

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

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

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

3. QUANTITIES REFLECTED IN THE SCHEDULE

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

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

for payment.

4. PROVISIONAL SUMS

Where Provisional sums or Prime Cost sums are provided for items in the Schedule of Quantities, payment for the work done under such items will be made in accordance with Clause 6.6 of the General Conditions of Contract 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 Bidder shall not under any circumstances whatsoever delete or amend any of the sums inserted by the Employer in the "Amount" column of the Schedule of Quantities and in the Summary of the Schedule of Quantities unless ordered or authorised in writing by the Employer before closure of Bids. Any unauthorised changes made by the Bidder to provisional items in the schedule, or to the provisional percentages and sums in the Summary of the Schedule of Quantities, will be treated as arithmetical errors.

5. PRICING OF THE SCHEDULE OF QUANTITIES

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

Each item shall be priced and extended to the "Amount" column by the Bidder, 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 Bidder omits to price any items in the Schedule of Quantities, then these items will be considered to have a nil rate or price.

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

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

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

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

- (a) an alternative item or material is contemplated;
- (b) variations of specified components in the make-up of a pay item may be expected; and
- (c) no work under the item is foreseen at Bid 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 Bidder shall, however, note that in terms of the Bid Data the Bidder may be asked to reconsider any such rates which the Employer may regard as unbalanced.

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

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

6. CORRECTION OF ENTRIES

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

7. INTERIM PAYMENTS

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

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

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

8. UNITS OF MEASUREMENT

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

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

9. CONSISTENCY OF RATES

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

A Bid will be considered out of balance if:

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

- 13.01 The Contractor's general obligations
 - (a) Fixed obligations
 - (b) Value-related obligations

(c) Time-related obligations

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

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

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

C2.2. BILL OF QUANTITIES

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SCHEDULE A: ROADWORKS

SECTION 1200

ITEM	DESCRIPTION	UNIT	LI	QTY	RATE	AMOUNT	
						R	C
1200	GENERAL REQUIREMENTS AND PROVISIONS						
B12.01	Relocation and protection of existing services: (a) Protection, relocation, realignment, removal or replacement of services	P/Sum		1	120,000	120,000	00
	(b) Handling cost and profit in respect of subitem B12.01 (a)above	%		120,000			
B12.02	Construction of new survey beacons and protection of existing survey beacons						
	a) Provisional sum for new survey beacons to be constructed or for existing beacons to be protected during construction	P/ Sum		1	150,000	150,000	00
	b) Handling cost and profit in respect of subitem B12.02 (a) above	%		150,000			
TOTAL CARRIED FORWARD TO SUMMARY OF SECTIONS							

SCHEDULE A: ROADWORKS

SECTION 1300

ITEM	DESCRIPTION	UNIT	LI	QTY	RATE	AMOUNT	
						R	C
1300	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS						
B13.01	Contractor's general obligations						
	a) Fixed obligations	Lump Sum		1			
	b) Value-related obligations	Lump Sum		1			
	c) Time-related obligations	Month		8			
B13.02	Provision of Health and Safety						
	(a) Fixed obligations for the preparation of risk assessments, safe work procedures, the project H & S file, the H & S plan and any other H & S matters that the contractor seems necessary.	Lump Sum		1			
	(b) Fixed obligations for completing and checking the project H & S file and handling it over to the Client on completion of the works.	Lump Sum		1			
	(c) Time related obligations for the updating and amending the risk assessments, the safe work procedures, the project H & S file and the H & S plan, and for full compliance with all H & S matters during the construction of the work under the contract.	Month		8			
B13.03	Supply, transport to site and erection of the Contract sign boards	No.		2			
	<i>NOTE: The combined total tendered for items 13.01 and B13.02 shall not exceed 15% of the tendered sum, excluding Contingencies and VAT.</i>						
TOTAL CARRIED FORWARD TO SUMMARY OF SECTIONS							

SCHEDULE A: ROADWORKSSECTION 1400

ITEM	DESCRIPTION	UNIT	LI	QTY	RATE	AMOUNT	
						R	C
1400	HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE STAFF						
14.04	Car ports						
	(a) Car ports, as specified, at offices and laboratory buildings	No.		2			
14.08	Services:						
	(a) Services at offices and laboratories:						
	(i) Fixed Costs	L/Sum		1			
	(ii) Running Costs	month		8			
TOTAL CARRIED FORWARD TO SUMMARY OF SECTIONS							

SCHEDULE A: ROADWORKS

SECTION 1500

ITEM	DESCRIPTION	UNIT	LI	QTY	RATE	AMOUNT	
						R	C
1500	ACCOMMODATION OF TRAFFIC						
15.01	Accommodating traffic and maintaining temporary deviations	km		0.4			
15.02	Earthworks for temporary deviations						
	(a) Shaping of temporary deviations	km		0.4			
	(b) Cut and borrow to fill	m ³		350			
	(c) Cut to spoil	m ³		400			
15.03	Temporary traffic-control facilities						
	(a) Flagmen	man-day		1056			
	(b) Portable STOP and GO-RY signs	No		2			
	(e) Road signs, R- and TR-series	No		4			
	(f) Road signs, TW-series	No		8			
	(h) Delineators						
	(1) Single	No		10			
	(j) Movable barricade/road sign combination	No		4			
	(k) Single guardrails attached to posts	m		30			
15.05	Gravelling and repair of temporary deviations and existing gravel shoulders used as temporary deviations:						
	(a) Temporary deviations	m ³		300			
15.06	Watering of temporary deviations	kl		500			
15.07	Blading by road grader of:						
	(a) Temporary deviations	km-pass		2			
15.12	Temporary culverts:						
	(a) Provision and laying of temporary prefabricated culverts complete (900mm diameter concrete pipes)	m		70			
TOTAL CARRIED FORWARD TO SUMMARY OF SECTIONS							

SCHEDULE A: ROADWORKSSECTION 1700

ITEM	DESCRIPTION	UNIT	LI	QTY	RATE	AMOUNT	
						R	C
1700	CLEARING AND GRUBBING						
B17.01	Clearing and grubbing	ha	LI	9			
17.02	Removal and grubbing of large trees and tree stumps:						
	(a) Girth exceeding 1m up to and including 2m.	No		20			
TOTAL CARRIED FORWARD TO SUMMARY OF SECTIONS							

SCHEDULE A: ROADWORKS

SECTION 2100

ITEM	DESCRIPTION	UNIT	LI	QTY	RATE	AMOUNT	
						R	C
2100	DRAINS						
21.01	Excavation for open drains (a) Excavating soft material situated within the following depth ranges below the : surface level						
	(1) 0m up to 1,5m	m ³		4,200			
	(2) Exceeding 1,5m and up to 3,0m	m ³		200			
	(b) Extra over subitem 21.01(a) for excavation in hard material irrespective	m ³		20			
21.03	Excavation for subsoil drainage systems (a) Excavating soft material situated within the following depth ranges below the surface level:						
	(1) 0m up to 1,5m	m ³		1,000			
	(b) Extra over subitem 21.03(a) for excavation in hard material irrespective of depth	m ³		40			
21.04	Impermeable backfilling to subsoil drainage systems	m ³		1,200			
21.05	Banks and dykes	m ³		2,500			
TOTAL CARRIED FORWARD TO SUMMARY OF SECTIONS							

SCHEDULE A: ROADWORKS

SECTION 2200

ITEM	DESCRIPTION	UNIT	LI	QTY	RATE	AMOUNT	
						R	C
2200	PREFABRICATED CULVERTS						
22.01	Excavation (a) Excavating soft material situated within the following depth ranges below the surface level: (1) 0m up to 1.5m	m ³		150			
	(2) Exceeding 1,5m and up to 3,0m	m ³		20			
22.02	Backfilling (a) Using the excavated material	m ³		400			
	(b) Using imported selected material	m ³		150			
22.03	Concrete pipe culverts CLASS 100 D						
	b) 600 mm dia.	m		150			
	c) 900 mm dia.	m		300			
22.05	Portal and rectangular culverts:						
	(b) Without prefabricated floor slabs(1.8m x 1.8m)	No.		56			
	(b) Without prefabricated floor slabs(1.8m x 1.8m)	No.		56			
22.07	Cast insitu concrete and formwork:						
	(b) in floor slabs for portal or rectangular culverts including formwork, joints and class U2 surface finish	m ³		75			
22.1	Steel reinforcement:						
	a). Mild steel bars	t		5			
	b). High tensile steel bars	t		20			
	c). Welded steel fabric	kg		1,000			
22.18	Brickwork						
	(b) 230 mm thick	m ²		2,000			
TOTAL CARRIED FORWARD TO SUMMARY OF SECTIONS							

SCHEDULE A: ROADWORKS

SECTION 2300

ITEM	DESCRIPTION	UNIT	LI	QTY	RATE	AMOUNT	
						R	C
2300	CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS						
23.07	Trimming of excavations for concrete lined drains						
	a) In soft material	m ²		9,700			
23.08	Concrete lining for open drains:						
	a) Cast in situ concrete lining	m ³		1,000			
	(1) Standard side drain	m ²		4,700			
23.09	Formwork to cast in situ concrete lining for open drains						
	a) To sides	m ²		1,600			
	b) To ends of slabs	m ²		720			
23.1	Sealed joints in concrete linings of open Drains						
	(a) Polysulphide sealants	m		2,200			
23.12	Steel reinforcement						
	c) Welded steel fabrics , Ref 1.93kg/m2	kg		2,700			
TOTAL CARRIED FORWARD TO SUMMARY OF SECTIONS							

SCHEDULE A: ROADWORKSSECTION 3100

ITEM	DESCRIPTION	UNIT	LI	QTY	RATE	AMOUNT	
						R	C
3300	Mass Earthworks						
33.01	Cut and borrow to fill, including free haul up to 0,5km: (a) Material in compacted thickness of 200mm and less: (i) Compacted to 93% of modified AASTHO density	m³		12,000			
TOTAL CARRIED FORWARD TO SUMMARY OF SECTIONS							

SCHEDULE A: ROADWORKSSECTION 3400

ITEM	DESCRIPTION	UNIT	LI	QTY	RATE	AMOUNT	
						R	C
3400	Pavement layers of gravel material						
34.01	Pavement layers constructed from gravel taken from cut or borrow, including free-haul up to 1,0km						
	(e) Gravel base (unstabilized gravel) compacted to:						
	(i) 98% of modified AASTHO density (150mm)	m³		10,000			
TOTAL CARRIED FORWARD TO SUMMARY OF SECTIONS							

SCHEDULE A: ROADWORKS

SECTION 5200

ITEM	DESCRIPTION	UNIT	LI	QTY	RATE	AMOUNT	
						R	C
5200	GABIONS						
52.01	Foundation trench excavation and backfilling:						
	(b) In all other classes of materials	m ³	LI	30			
52.02	Surface preparation for bedding the gabions	m ²	LI	80			
52.03	Gabions:						
	(a) Galvanized gabion boxes with a nominal diameter of 2.7mm and 80m x 100m mesh						
	(i) 1,0 m wide by 1.0m x 2.0m long	m ³	LI	20			
	(c) Galvanised gabion mattress with a nominal wire diameter of 2.7m and 80mm x 100mm mesh						
	(i) 1.0m wide x 0.5m x 3.0m long	m ²	LI	5			
52.04	Filter fabric - Grade 3 (Kaymat U24 or similar)						
	(b) Bidim U24 or similar	m ²	LI	350			
B52.05	Concrete class 15/19 in grouted rhino mattress	m ³	LI	15			
B52.06	Extra Over item 52.03 (c) for cutting mattresses to suite	m ³	LI	11			
TOTAL CARRIED FORWARD TO SUMMARY OF SECTIONS							

SCHEDULE A: ROADWORKS

SECTION 5400

ITEM	DESCRIPTION	UNIT	LI	QTY	RATE	AMOUNT	
						R	C
5400	GUARDRAILS						
54.01	Guardrails on timber posts (a) Galvanised	m		500			
54.03	Extra over items 54.01, 54.02 and 54.11 for horizontally curved guardrails -radius<45 m bent to a radius less than 45m	m		40			
54.04	End units (a) End wings - fish tail	No		40			
54.06	Reflective plates	No		40			
TOTAL CARRIED FORWARD TO SUMMARY OF SECTIONS							

SCHEDULE A: ROADWORKS

SECTION 5600

ITEM	DESCRIPTION	UNIT	LI	QTY	RATE	AMOUNT	
						R	C
5600	ROAD SIGNS						
56.01	Road sign boards with painted or coloured semi-matt background. Symbols, lettering and borders in semi-matt black or in Class I retro-reflective material, where the sign board is constructed from :						
	(e) Aluminium sheet regulatory warning and information signs :						
	(i) Area not exceeding 2 m ²	m ²		5			
56.03	Road sign supports (over-head road sign structures excluded)						
	(b) Timber						
	(i) 100 mm diameter creodoted	m		100			
56.05	Excavation and backfilling for road sign supports (not applicable to kilometre posts)	m ³		5			
56.06	Extra over item 56.05 for cement-treated soil backfill	m ³		5			
56.07	Extra over item 56.05 for rock excavation	m ³		5			
TOTAL CARRIED FORWARD TO SUMMARY OF SECTIONS							

SCHEDULE B: STRUCTURALWORKS

SECTION 6100

ITEM	DESCRIPTION	UNIT	LI	QTY	RATE	AMOUNT	
						R	C
6100	FOUNDATIONS FOR STRUCTURES						
61.02	Excavation: (a) Excavating soft material situated within the following successive depth ranges: (i) 0 m up to 2 m (ii) Exceeding 2 m and up to 4 m (b) Extra over sub-item 61.02(a) for excavation in hard material irrespective of depth (c) Extra over subitem 61.02(a) for additional excavation required by the engineer after the excavation has been completed (d) Extra over subitem 61.02(a) for excavation by hand	m ³ m ³ m ³ m ³ m ³		150 30 15 6 3			
61.03	Access and drainage: (a) Access (b) Drainage where no access has been provided	L/sum L/sum		1 1			
61.04	Backfill to excavations utilising: (a) Material from the excavation (b) Imported material	m ³ m ³	LI LI	75 20			
61.05	Fill within a restricted area (extra over item 33.01)	m ³	LI	15			
61.06	Overhaul in excess of 1,0 km on excavated material and on material imported for backfill, foundation fill and fill for caissons	m ³ .km		450			
61.08	Foundation fill consisting of: (a) Rock fill (d) Mass concrete Class 15/38 (e) Concrete screed Class 15/19 75 mm thick	m ³ m ³ m ³	LI LI LI	20 50 30			
TOTAL CARRIED FORWARD TO SUMMARY OF SECTIONS							

SCHEDULE B: STRUCTURALWORKS					SECTION 6200		
ITEM	DESCRIPTION	UNIT	LI	QTY	RATE	AMOUNT	
						R	C
6200	FALSEWORK, FORMWORK AND CONCRETE FINISH						
62.02	Vertical formwork to provide:						
	(a) Class F1 surface finish to:						
	(i) Cutoff walls	m²	LI	185			
	(ii) Barrel walls	m²	LI	50			
	(iii) Ear wingwalls	m²	LI	35			
	(b) Class F2 surface finish to:						
	(i) Headwalls	m²	LI	35			
	(ii) Ear wingwalls	m²	LI	32			
	(iii) Concrete Bollards	m²	LI	12			
TOTAL CARRIED FORWARD TO SUMMARY OF SECTIONS							

SCHEDULE B: STRUCTURALWORKS

SECTION 6400

ITEM	DESCRIPTION	UNIT	LI	QTY	RATE	AMOUNT	
						R	C
6400	CONCRETE FOR STRUCTURES						
64.01	Cast in situ concrete:						
	(a) Class 25/19 in:						
	(i) Barrel	m ³	LI	70			
	(ii) Cutoff walls	m ³	LI	35			
	(iii) Earwalls and wingwalls	m ³	LI	16			
	(iv) Apron slabs	m ³	LI	24			
	(v) Concrete bollards	m ³	LI	15			
64.06	Demolishing existing concrete:						
	(b) Reinforced concrete in:						
	(i) Concrete structure	m ³	LI	50			
64/16.02	Overhaul on material hauled in excess of 1.0 km (Ordinary overhaul)	m ³ -km		50			
TOTAL CARRIED FORWARD TO SUMMARY OF SECTIONS							

SCHEDULE B: STRUCTURALWORKS

SECTION 6600

ITEM	DESCRIPTION	UNIT	LI	QTY	RATE	AMOUNT	
						R	C
6600	NO-FINES CONCRETE, JOINTS, BEARINGS, BOLT GROUPS FOR ELECTRIFICATION, PARAPETS AND DRAINAGE FOR STRUCTURES						
66.06	Filled joints: (a) Depth greater than 150mm (i) In barrel with 15mm thick polystyrene and 3mm hardboard	m ²	LI	85			
	(ii) In wingwalls with 15mm thick polystyrene and 3mm hardboard	m ²	LI	6			
66.18	Numbers for structures: (c) Numbers formed in concrete	No		2			
66.19	Drainage pipes and weepholes: (a) Drainage pipes: (i) M65 Netlon Drainage pipe as detailed (ii) 325 mm wide DN1 Netlon drainage strips covered with kaymat U34	m	LI	90			
	(b) Weep holes: (i) UPVC 12mm diameter pipes	m	LI	120			
66.21	Synthetic-fibre filter fabric (i) 500mm wide strip of grade A4 geofabric over joints (ii) Grade 3 geofabric	m	LI	55			
		m ²	LI	15			
		m ²	LI	220			
TOTAL CARRIED FORWARD TO SUMMARY OF SECTIONS							

SCHEDULE A: ROADWORKSSECTION 8100

ITEM	DESCRIPTION	UNIT	LI	QTY	RATE	AMOUNT	
						R	C
8100	TESTING MATERIALS AND WORKMANSHIP						
B81.02	Other special tests requested by the Employer's Agent. (a) Cost of Testing:	Prov Sum		1	50,000	50,000	00
	(b) Handling costs and profit in respect of B81.02(a) above	%		50,000			
TOTAL CARRIED FORWARD TO SUMMARY OF SECTIONS							

SECTION D1000

ITEM	DESCRIPTION	UNIT	LI	QTY	RATE	AMOUNT
D1000	DAYWORKS (Refer to Part D of the Project Specifications)					
D1.01	Compactors					
	(a) Pedestrian vibratory roller 0,5 ton	h		20		
	(b) Self Propelled Vibratory Roller 9 ton	h		20		
D1.02	Compressors					
	(a) 250 cfm (7m³/min) capacity complete with normal ancillary equipment	h		20		
D1.03	Concrete Mixers					
	(a) up to 0.6 m³ dry capacity	h		40		
D1.04	Excavators					
	(a) Rubber tyred up to 45 kW and mass of 5 t	h		20		
	(b) Excavator Trax 100 kW and mass of 20 t	h		10		
D1.06	Trucks					
	(a) 1 ton LDV	h		15		
	(b) 5 ton flat bed with hoist	h		20		
	(d) Tip truck (5 m³ capacity)	h		40		
D1.07	Oxy-acetylene cutting torch	h		15		
D1.08	Welding equipment, generator or alternator	h		15		
D1.09	Labourers					
	(a) Semi-skilled	h		25		
	(b) Unskilled	h		150		
D1.10	Construction hand	h		25		
D1.11	Artisan	h		15		
D1.12	Foreman	h		60		
TOTAL CARRIED FORWARD TO SUMMARY						

NQUTHU LOCAL MUNICIPALITY
CONTRACT No. NQULM21/2023-2024
for
THE CONSTRUCTION OF THE MALANGA GRAVEL ACCESS ROAD AND PROPOSED
OF TWO CAUSEWAY IN WARD 2.

SCHEDULE A: ROADWORKS

SUMMARY OF SECTIONS

SECTION	DESCRIPTION	AMOUNT
1200	GENERAL REQUIREMENTS AND PROVISION	R
1300	CONTRACTORS ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS	R
1400	HOUSING OFFICES AND LABORATORY FOR THE ENGINEERS SITE PERSONNEL	R
1500	ACCOMODATION OF TRAFFIC	R
1700	CLEARING AND GRUBBING	R
2100	DRAINS	R
2200	PREFABRICATED CULVERTS	R
2300	CONCRETE KERBING, CONCRETE CHANNELLING, OPEN CONCRETE CHUTES AND CONCRETE LININGS FOR OPEN DRAIN	R
3300	MASS EARTHWORKS	R
3400	PAVEMENT LAYERS OF GRAVEL MATERIAL	R
5200	GABIONS	R
5400	GUARDRAILS	R
5600	ROAD SIGNS	R
6100	FOUNDATIONS FOR STRUCTURES	R
6200	FALSEWORK, FORMWORK AND CONCRETE FINISH	R
6400	CONCRETE FOR STRUCTURES (TWO PROPOSED CAUSEWAY)	R
6600	NO-FINES CONCRETE, JOINTS, BEARINGS, PARAPETS AND DRAINAGE FOR STRUCTURES	R
8100	TESTING MATERIALS AND WORKMANSHIP	R
D1000	DAYWORKS	R
	TOTAL CARRIED FORWARD TO TENDER SUMMARY	R

NQUTHU LOCAL MUNICIPALITY

CONTRACT No. NQULM21/2023-2024

for

**THE CONSTRUCTION OF THE MALANGA GRAVEL ACCESS ROAD AND PROPOSED
OF TWO CAUSEWAY IN WARD 2..**

TENDER SUMMARY

DESCRIPTION	AMOUNT
Totals of Schedule of Quantities brought forward:	
Schedule A & B: Roadworks (b/f from page C50)	R _____
SUBTOTAL 1	R _____
<u>Add:</u> Contingencies (10% of SUBTOTAL 1)	R _____
SUBTOTAL 2	R _____
<u>Add:</u> Contract Price Adjustment (10% of SUBTOTAL 2)	R _____
SUBTOTAL 3	R _____
<u>Add:</u> VAT (15% of SUBTOTAL 3)	R _____
TOTAL CARRIED FORWARD TO FORM OF OFFER	R _____

Signed on behalf of the Tenderer: (Signature)

Date:

Tenderer's Name: (Company Name)

DISCLAIMER

Kindly note that the responsibility lies with Tenderer to check the tender document and the tender addenda (if issued) to verify that all the information is correct, and all changes have been incorporated as no claims will be entertained in this regard afterwards. Accordingly, we confirm that the hard copies of the original tender document and the tender addenda are to be regarded to contain the correct items and quantities.

C3: SCOPE OF WORK

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PART E: OHSA 1993 HEALTH AND SAFETY SPECIFICATION

C3.1: STANDARD SPECIFICATIONS

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

C3.2: PROJECT SPECIFICATIONS

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

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

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

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

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

C3.2: PROJECT SPECIFICATIONS

PART A: GENERAL

1. DESCRIPTION OF THE WORKS

1.1 Employer's objectives

This Project forms part of the African Renaissance Road Upgrading Programme (ARRUP) initiated by the Nquthu Local Municipality. Malanga Gravel Access Road will provide an upgrade carriageway link between Kwa-Mfeka and Belungwana.

The contract is located in a region of KwaZulu-Natal that has been historically impoverished by a lack of infrastructure access. This contract forms part of the African Renaissance Road Upgrade Programme which seeks to redress past imbalances. It is therefore mandatory that the Contractor shall interact with the community via proactive project liaison with and project participation by its leaders and constituted organisations and forums, as well as through the employment of its people, and these activities shall constitute essential facets of the project.

The Contractor shall be required to attend meetings of the local Project Liaison Committee (PLC) from time to time.

1.2 Location of the Works

The proposed Malanga Gravel Access Road is located in Ward 2 of the NQUTHU LOCAL MUNICIPALITY, which falls under Umzinyathi District Municipality (DC24), KwaZulu Natal. Nquthu Local Municipality (KZN242).

The length of Malanga Gravel Access Road is approximately 9 km. The scope of work is limited to KM 0.000 TO KM 9.000 Refer to Locality Map C4.1

1.3 Overview of the Works

The project comprises the construction of the malanga gravel access road and proposed of two causeway, road width of 5 m, including the associated road prism drainage.

The Contractor shall carry out all work required for the upgrade of the road, including, but not limited to:

- Community Liaison,
- Establishment for the contractor and Employer's Agent,
- Accommodation of Traffic,
- Clearing of the road reserve and the stripping of topsoil to stockpile for later use,
- Construction of minor drainage structures and the installation of pipe drainage,
- V-drains and grass drains,
- Installation of guardrails and gabion works,
- Construction of causeways
- Finishing of roadway,
- De-establish, working and closing of borrow pits.

1.4 Extent of the Works

The Contractor shall carry out all associated construction works required for the construction of 9.000 KM of Malanga Gravel Access Road from KM 0.000 TO KM 9.000 including all ancillary works including but not limited to:

- (a) Establishment on site, including the provision of office facilities for the Employer's Agent,
- (b) Clearing and grubbing,
- (c) Provision of traffic accommodation facilities including the use of half-width construction methods with, STOP/GO traffic control which will make use of the gravel road shoulders,
- (d) Provision of survey control, and setting out of the Works,
- (e) Limited relocation of existing services,
- (f) Construction of earthworks obtained from borrow pits,
- (g) Construction of gravel wearing course layer obtained from commercial sources and/or borrow pits,
- (h) Road prism drainage, including channel drains, minor structures, open concrete lined drains, and prefabricated pipe culvert drainage,
- (l) Construction of erosion protection measures, including gabion mattresses and stone pitching,
- (m) Grass planting and hydroseeding to protect the cut and fill slopes, and to reinstate the vegetation at spoil sites,
- (n) Installation of road signs, road.
- (o) Finishing and cleaning up the road and road reserve,
- (p) Continuous quality control over materials and workmanship, and compliance with the Particular Specifications with regard to environmental management and occupational health and safety, during all the above construction activities,
- (q) Removal of all site establishment facilities and constructional plant on completion of the Works,
- (r) Making good of any defects during the Defects Liability Period.

1.5 Detailed description of the Works

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

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

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

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

1.5.1 Access to the Site

Access to the Site can be obtained by:

GPS CO-ORDINATES: 28°26'3.34"S; 30°38'39.26"E

Throughout the duration of this contract, Malanga Gravel Access Road shall be shared with other contractors engaged by the Nquthu Local Municipality on this Malanga Gravel Access Road project whose construction activities may affect access from time to time. The Contractor shall therefore be required to liaise on an ongoing basis with these other contractors with respect to access related matters throughout the duration of the contract.

1.5.2 Demolition work

The Contractor is required to carry out any demolition work to existing structures.

1.5.3 Spoiling of surplus material

Surplus material shall be spoiled in designated areas approved by the Engineer. The spoil material shall be disposed of in accordance with subclause 3306(f) of the COLTO standard specifications.

1.5.4 Quantities

The approximate leading quantities for the permanent Works to be constructed are as follows:

Description	Source	Approximate quantity
Grave Wearing Course 93% Mod AASHTO	Stockpile/borrow sources	12 000m ³

1.5.5 Material investigations

Materials information is furnished in section C4.4 at the end of this document.

1.5.6 Material sources, spoil and stockpile areas

The Gravel materials for the layer shall be obtained either from borrow or from stockpile.

The concrete materials shall be obtained from commercial sources.

Spoil areas and areas for the temporary stockpiling of construction materials shall be determined and agreed on site in conjunction with the Employer's Agent, the PLC (where applicable) and the local communities (where applicable). The Contractor shall be permitted to use only these agreed spoil and stockpile areas, which shall be landscaped and vegetated on completion of the work.

Where possible, the contractor shall source material from within 2 km of the site utilizing local labour. The material which may be sourced from site includes:

- Rock for gabions and
- Stone pitching

1.5.7 Accommodation of traffic

The Contractor shall, be required to accommodate all traffic using the road in order to ensure the safe movement of vehicles and pedestrians.

Construction may be done in half-widths using single lane "stop and go" controls or by constructing detours / diversions, but after approval from the Employer's Agent. Safety is the prime concern at all times

1.5.8 Accommodation of other contractors

The Contractor shall be required to liaise with, cooperate with and accommodate all other contractors in

particular between **KM 0.000 TO KM 9.000, two causeway** and at any other part of the site where the other contractors may be working simultaneously, with a view to ensuring the smooth running of all contracts.

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

1.5.9 Existing services

Malanga Gravel Access Road has many services within the new road reserve. These services include Water, Eskom and Telkom lines. Note that the relocation of these services, if necessary, should be done at the beginning of the project to prevent any delays in the progression of the contract.

1.5.10 Employer's Agent's site offices and laboratory

The Contractor shall be required to provide furnished site office facilities, laboratory facilities, ablution facilities, and carparks for the Employer's Agent at a site located in close proximity to the Contractor's office establishment and to the Works. A possible area for such site establishment shall be indicated at the Site Clarification Meeting.

1.5.11 Climate

Malanga Gravel Access Road is located in a high summer rainfall region with a 30 year mean annual precipitation of 900 mm.

1.5.12 Environment

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

1.5.13 Labour

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

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

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

Local labour is to be used and the employment of such labour is to be done in conjunction with the PLC. The PLC has formed a Labour Committee who shall assist the Contractor with the recruitment of local labourers to ensure an equal distribution of people employed between the various Amakosi in the area.

1.5.14 Labour-intensive construction methods

Labour-intensive construction shall mean the economically efficient employment of as great a portion of local labour as is technically feasible to produce a standard of construction as demanded by the specifications with completion by the Due Completion Date, where local labour is the primary resource, supported by plant for activities that cannot be carried out feasibly by labour only.

Labour-intensive construction activities are to be planned as task-based work as a general rule. A task means a fixed quantity of work, to be performed to a clearly defined quality. Task-based work means work in which a worker is paid a fixed rate for performing a task, which is clearly defined in terms of quantity and

quality. Typically, a particular task can be completed within a working day.

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

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

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

Subject to considerations of occupational health and safety, and subject to the nature of the in situ materials being such that they can be excavated efficiently by hand, the portions of the Works to be carried out under supervision using labour-intensive construction methods, designated as LI items in the bill of quantities, include, but are not limited to, the following:

- Erection of the contractor's and engineer's site establishment facilities;
- Provision of domestic services at the site establishment facilities;
- Provision of flagmen and labour for erecting traffic accommodation facilities;
- Clearing of the Site;
- Excavation for structures and open drains up to 1,5 m deep where the depth of the water table permits such excavation to be carried out safely, and the subsequent backfilling thereof;
- Bedding, selected fill, backfilling and compaction of all trenches for prefabricated culverts 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;
- Mixing and placing of concrete for the channel and backing to the prefabricated kerbs;
- Mixing and placing of concrete for concrete lined drains and sidewalks;
- Mixing and placing of concrete for minor drainage structures and road furniture;
- Construction of all brickwork required for drainage structures and manholes;
- Erection of falsework and formwork;
- Fixing of reinforcement;
- Spreading of offloaded earthworks materials to the extent scheduled;
- Spreading of offloaded layerworks materials to the extent scheduled;
- Excavation for and construction of stone pitching, and subsequent backfilling;
- Excavation for and construction of gabion boxes and mattresses, and subsequent backfilling;
- Dismantling / erection of fences;
- Excavation and subsequent backfilling for guardrail;
- Dismantling / erection of guardrail;
- Excavation and subsequent backfilling for road signs;

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

1.6 Temporary Works

The contractor shall provide a temporary detour road in order to access the site. This access will have to be removed and made good on completion of the works. The contractor will also be required to design, construct and remove on completion all the temporary works required to access and support the excavations,

substructures and superstructure during the construction of the culvert, including the temporary stream diversion works.

The culvert construction is located along a natural drainage course and the design of all the temporary support works shall therefore take into account the partially and fully saturated and submerged soil conditions prevailing, as well as the effects of the stream flow forces, scour, stream level fluctuations, and the channel obstruction caused by such temporary works. Continuous dewatering of the excavations shall also be required. The stream diversion will also require such temporary works as may be necessary to effect the diversion of the stream.

All Temporary Works shall be removed from the Site on completion of the Contract.

1.7 Maintenance of the Works during the construction period

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

The handing-over of the road reserve for this contract is described in clause B1224 of these Project Specifications. The Contractor shall be responsible for maintaining this portion of the road from the date of hand-over until the issue of the Certificate of Practical Completion.

1.8 Testing of materials

The Engineer shall instruct the contractor to carry out acceptance control testing of the materials. A prime cost sum has been allowed in section 8100 of the Schedule of Quantities for all acceptance control testing laboratory work to be carried out by the Engineer using the laboratory facilities and/or commercial laboratory facilities.

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

1.9 Power supply and other services

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

1.10 Construction in confined areas

It may be necessary for the Contractor to work within confined areas. Except where provided for in the specifications, no additional payment shall be made for work done in restricted areas. In certain places the width of the fill material and pavement layers may decrease to zero and the working space may be confined. The method of construction in these confined areas largely depends on the Contractor's constructional plant. However, the Contractor shall note that, unless otherwise provided for in terms of the scheduled payment items in the COLTO Standard Specifications or these project specifications, measurement and payment shall be in accordance with the specified cross sections and dimensions only, irrespective of the method used for achieving these cross sections and dimensions, and that the tendered rates and amounts shall include full compensation for all special equipment and construction methods and for all difficulties encountered when working in confined areas and narrow widths, and at or around obstructions, and that no extra payment shall be made nor shall any claim for additional payment be considered in such cases.

1.11 Contractor's campsite

Possible locations for a campsite shall be pointed out at the clarification meeting.

The Contractor shall make his own arrangements for the provision of his campsite and housing for construction personnel but the chosen site shall be subject to the approval of the Employer's Agent, the

local authorities and, where applicable, the Project Liaison Committee (PLC) associated with the project.

The standard of the Contractor's camp, offices, accommodation, ablution, and other facilities must comply with the requirements of all local authority, environmental and industrial regulations concerned. In establishing and maintaining his campsite, due cognisance is to be taken of the requirements of clause B1233 of these Project Specifications.

The Contractor is to fully familiarise himself with all local by-laws and Government regulations for the employment, transport and accommodation of labour on site.

The Contractor shall particularly note that there is a high risk of theft, vandalism and damage to property in this area and strict security will be required for all plant, establishment, temporary works and partially completed works. The Contractor shall be responsible for providing security for all plant, establishment, temporary works and partially completed works. No separate payment shall be made for the provision of such security since full compensation for these costs shall be deemed to be included in the amount tendered for item B13.01(c) (The contractor's general obligations: Time-related obligations).

1.12 Additional requirements for construction activities

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

The Contractor's tendered rates shall include full compensation for all costs which may arise from the construction and maintenance of deviations and construction under traffic. No claim for additional costs which may arise from these methods of traffic accommodation and no additional payment owing to inconvenience as a result of the Contractor's method of working shall be considered.

1.13 Construction programme

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

- (1) The whole of the Works (and the portions of the Works if completion in portions is required) shall be completed within the time period(s) stated (refer to the Contract Data in section C1.2.2).
- (2) Working days lost due to abnormal rainfall shall be treated as set out in clause B1215.
- (3) Allowance shall be made for non-working days and special non-working days (refer to the Contract Data in section C1.2.2).
- (4) Construction activities must comply with all the specified environmental requirements including clause B1233 and the requirements of Part C: Environmental Management Specification contained in section C3.3 Particular Specifications.
- (5) Construction activities must comply with all the specified health and safety obligations including the requirements of Part E: OHSA 1993 Health and Safety Specification contained in section C3.3 Particular Specifications.
- (6) Strict control of access to and from local public roads shall be required when construction vehicles, plant or equipment leave or enter the site.
- (7) Throughout the contract period traffic must be accommodated through the site and all other contractors engaged on the construction of district road MALANGAGRAVEL ACCESS ROAD must be accommodated.
- (8) The Contractor's programme of work shall take due cognisance of risks by limiting the duration of the exposure of the various construction elements to natural phenomena.

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

PRELIMINARY CONSTRUCTION PROGRAMME

TBA

CONSTRUCTION BOARD:

(See details in Section C4.2)

3. PROCUREMENT

3.1 Preferential procurement procedures

Preferential points shall be allocated and tenders awarded in accordance with T1.2 "TENDER DATA" clause F.3.11.

4. CONSTRUCTION

4.1 Applicable SANS 2001 standards for construction work

All construction work must conform with the relevant SABS or SANS specifications referred to in the 'Standard Specifications for Road and Bridge Works for State Road Authorities' 1998 Edition, or in Section C3.2: Project Specifications, Part B: Amendments to the Standard Specifications, of this document.

4.2 Applicable national and international standards

All construction work must be undertaken in accordance with the 'Standard Specifications for Road and Bridge Works for State Road Authorities', 1998 Edition, as published by the South African Committee of Land Transport Officials (COLTO) and as amended in Section C3.2: Project Specifications, Part B: Amendments to the Standard Specifications, of this document.

4.3 Particular / generic specifications

As well as the 'Amendments to the Standard Specifications' contained in Part B of Section C3.2: Project Specifications, of this document, the following Particular Specifications as contained in Section C3.3, are applicable to this Contract:

- Part C: Environmental Management Specification
- Part D: Daywork
- Part E: OHSA 1993 Health and Safety Specification
- Part F: Requirements of the Expanded Public Works Programme (EPWP)
- Part G: Small Contractor Development

The 'Standard Specifications for Road and Bridge Works for State Road Authorities' is applicable to this Contract but contains references to the 'General Conditions of Contract for Road and Bridge Works for State Road Authorities' which is not applicable to this Contract. Table B1115 in Section C3.2: Project Specifications, amends these references to the 2015, 3rd edition of the General Conditions of Contract for Construction Works published by the South African Institution of Civil Engineering which is applicable to this Contract.

4.4 Certification by recognized bodies

No certification of items included in the works is required.

4.5 Plant and materials provided by the Employer

No plant and materials are to be provided by the Employer.

4.6 Services and facilities provided by the Employer

The Employer's Agent's site office and laboratory facilities will be paid for in terms of the Contract. No other services or facilities are to be provided by the Employer.

5. **MANAGEMENT**

5.1 **Applicable SANS 1921 standards**

The following parts of SANS 1921 and associated specification data are applicable:

SANS 1921-1: 2004: Part 1: General engineering and construction works
 SANS 1921-6: 2004: Part 6: HIV/AIDS awareness

Specification data associated with SANS 1921-1	
Clause No.	Essential data
4.1.7	There are no requirements for drawings, information and calculations for which the Contractor is responsible.
4.2.1	The responsibility strategy assigned to the Contractor for the works is 'A'.
4.3.1	The programme must conform to clause 1204 'Programme of Work' of the 'Standard Specifications' and clause 5.6 'Programme' of the 'General Conditions of Contract 2015'.
4.3.3	The Contractor must give 24 hours' notice for inspection of work that is to be covered up.
4.7.3	Where applicable, the Contractor is afforded the opportunity of pricing an item to cover costs of unavoidable over-break.
4.12.2	The samples of materials, workmanship and finishes that the Contractor is to provide and deliver to the Employer/Employer's Agent are to be as described in clause 1205 'Workmanship and Quality Control' of the 'Standard Specifications' and clause 7 'Quality and Related Matters' of the 'General Conditions of Contract 2015'.
4.12.2	The fabrication drawings that the Contractor is to provide to the Employer are: none.
4.14.5	The Contractor is to provide latrine and ablution facilities as described in Part C 'Environmental Management Plan' in Section C3.3: Particular Specifications of these Project Specifications.
4.14.6	The requirements for the provision and erection of sign boards are as described in clause 1207 'Notices, Signs and Advertisements' of the 'Standard Specifications', and as detailed in the 'Example of Contract Signboard Details' in Section C4: Site Information of these Project Specifications.
4.17.1	The requirements for the termination, diversion or maintenance of existing services are described in clause B1202 of Part B of Section C3.2: Project Specifications.
4.17.3	Services that are known to exist on the site are described in clause B1202 of Part B of Section C3.2: Project Specifications.
4.17.4	The requirements for detection apparatus for locating underground services are: none.
4.18	The additional health and safety requirements are described in Part E 'OHS 1993 Health and Safety Specification' in Section C3.3: Particular Specifications of these Project Specifications.

5.1.1 **Additional clauses**

5.1.1.1 **Site meetings and procedures**

Site meetings shall be convened as described in clause 1227 'Monthly Site Meetings' of the 'Standard Specifications'. The Contractor shall keep on site a set of minutes of all site meetings, daily records of resources (people and equipment employed), a site memoranda book, a complete set of contract working drawings and a copy of the procurement document, and shall make these available at all reasonable times to all persons concerned with the contract.

5.1.1.2 **Water and electricity**

The Contractor is to provide water and electricity as described in clauses 1219 'Water' and 1404 'Services' of the 'Standard Specifications'.

Specification data associated with SANS 1921-6	
Clause No.	Essential data
4.2.1(a)	A qualified service provider is one that is an accredited or provisionally accredited training service provider in the HIV/AIDS field. A list of accredited service providers can be obtained from the Construction SETA (CETA) (tel. 011 265 5900), Health and Welfare SETA (HWSETA) (011 622 6852) or on the Health and Welfare SETA website: www.hwseta.org.za .
4.2.1(a)	The HIV/AIDS awareness programme is to be repeated at four monthly intervals throughout the duration of the contract.

5.1.2 Additional clauses

The duration of each workshop shall not be less than 2½ hours.

5.2 Recording of weather

The Contractor shall erect a rain gauge and record the rainfall as described in clause 1215 of the 'Standard Specifications'. This information together with other details of the prevailing weather conditions shall be recorded in the daily site diary.

5.3 Unauthorised persons

The Contractor shall keep unauthorised persons away from the Works at all times. Under no circumstances may the Contractor's personnel be accommodated on the site.

5.4 Management meetings

Management meetings are to be held weekly at a time convenient to all concerned, to discuss planning and health and safety amongst other things. Attendance by the Contractor's and the Employer's Agent's Representatives on site is mandatory, and attendance by other interested parties will be by invitation.

5.5 Forms for contract administration

The Employer's Agent's Representative will provide standard forms for 'Site Diary', 'Site Memoranda', 'Requests for Inspection' and any others deemed to be necessary during the contract.

5.6 Electronic payments

Payments of approved payment claims will be made electronically upon submission of the Contractor's banking details.

5.7 Daily records

A site diary is to be compiled jointly by the Contractor's and the Employer's Agent's Representatives on site and is to be agreed and signed by both parties. The original signed copy is to be retained by the Employer's Agent's Representative.

The Contractor is to keep daily records of people and equipment on site in a format to be agreed by the Employer's Agent's Representative and is to provide copies to the Employer's Agent's Representative when requested.

5.8 Payment certificates

Details of measurements, proof of payment for items contained in provisional sums, proof of ownership of materials on site and documentation pertaining to contract price adjustment and special materials, are required as substantiation of claims for payment.

5.9 Permits

No security/entrance permits are required by the Contractor's personnel to enter the site.

5.10 Proof of compliance with the law

There are no requirements for the Contractor to verify compliance with any legislation.

C3.2: PROJECT SPECIFICATIONS

PART B: AMENDMENTS TO THE STANDARD SPECIFICATIONS

PROJECT SPECIFICATIONS RELATING TO THE STANDARD SPECIFICATIONS AND OTHER ADDITIONAL SPECIFICATIONS

In certain clauses in the COLTO Standard Specifications, allowance is made for a choice to be specified in the Project Specifications between alternative materials or methods of construction, and for additional requirements to be specified to suit a particular contract. Details of such alternatives or additional requirements applicable to this Contract are contained in this part of the Project Specifications. It also contains the necessary additional specifications required for this Contract.

The clauses and payment items dealt with in this part of the Project Specifications are numbered 'B' with a number corresponding to the relevant clause or item number in the COLTO Standard Specifications.

New clauses and payment items not covered by clauses or items in the COLTO Standard Specifications have been included here and have also been designated with the prefix 'B'. Such clauses and items have been given a new number following upon the last number used in the particular section referred to in the COLTO Standard Specifications.

SECTION 1100: DEFINITIONS AND TERMS

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

B1115 GENERAL CONDITIONS OF CONTRACT

Replace clause 1115 with the following:

“The General Conditions of Contract for Construction Works, 3rd edition 2015 (abbreviated elsewhere in C3.2 Project Specifications and C3.3 Particular Specifications as “GCC 2015” or as “General Conditions of Contract 2015”) published by the South African Institution of Civil Engineering (SAICE), together with the Special Conditions of Contract form part of the contract.

All references in the COLTO Standard Specifications for Road and Bridge Works are to the COLTO General Conditions of Contract for Road and Bridge Works for State Road Authorities. Consequently, all references in the COLTO Standard Specifications have to be amended accordingly to reflect the appropriate General Conditions of Contract relevant to the Contract. The COLTO Standard Specifications have been scrutinized and the clauses, which refer to the COLTO General Conditions of Contract, identified. Each COLTO clause reference is tabulated in Table B1115 below (context of reference is also given) together with the relevant equivalent clause in the SAICE General Conditions of Contract for Construction Works 3rd edition 2015 applicable for this contract.

Whereas every effort has been made to include all of the affected clauses in the table, there may be some omissions. In every case, however, the SAICE General Conditions of Contract for Construction Works 3rd edition 2015 reference, as amended by the Special Conditions of Contract in the Contract Data, shall apply and the Contractor shall be responsible for interpretation of the equivalent clause.

The COLTO Standard Specifications make frequent use of the term “engineer”. The Project Specifications and the Schedule of Quantities in turn make reference to the COLTO Standard Specifications and may use similar terminology in order to facilitate the reading and cross-referencing thereof.

Wherever in the COLTO Standard Specifications or in the Project Specifications or in the Schedule of Quantities reference is made to the “engineer” or the “Engineer”, this is to be interpreted as the “Employer’s Agent” as defined in subclause 1.1.1.16 of GCC 2015.

Wherever in the COLTO Standard Specifications or in the Project Specifications or in the Schedule of Quantities reference is made to the “engineer’s representative” or the “Engineer’s Representative”, this is to be interpreted as the “Employer’s Agent’s Representative” as defined in subclause 1.1.1.17 of GCC 2015.”

TABLE B1115: REFERENCES IN COLTO STANDARD SPECIFICATIONS TO THE COLTO GENERAL CONDITIONS OF CONTRACT AND RELEVANT SAICE GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS 3rd EDITION 2015

COLTO Standard Specification		COLTO General Conditions of Contract 1998		SAICE General Conditions of Contract for Construction Works 3 rd Edition 2015	
Clause No.	Page No.	Clause No.	Description or Reference	Clause No.	Description or Reference
1202	1200-2	15	Programme	5.6	Programme
1209(e)	1200-5	52: 52(1)(e) 52(2)	Monthly payments (documentary evidence of ownership of materials) Valuation of material brought onto Site	6.9 & 6.10: 6.9 6.10.2	Vesting of Plant and materials Valuation of material brought onto Site
1210	1200-5	54: 54(1) 54(2) 54(3)	Certificate of Practical Completion	5.14: 5.14.1 5.14.2 5.14.3	Certificate of Practical Completion
1212(l)	1200-7	49: 49(2)	Application of Contract Price Adjustment Factor	6.8: 6.8.2	Application of the Contract Price Adjustment Factor
1215	1200-9	45	Extension of time for completion	5.12	Extension of time for Practical Completion
1217	1200-10	35	Care of the Works	8.2	Care of the Works
1303	1300-1 and 1300-2	49 & 53: 49(2) and 49(3) 53	Application of Contract Price Adjustment Factor and Variation in cost of special materials Variations exceeding 20 per cent	6.8 & 6.11: 6.8.2 and 6.8.3 6.11	Application of the Contract Price Adjustment Factor and Variation in cost of special materials Variations exceeding 15 per cent
1303	1300-2	12 & 45: 12 45	Commencement of Works and Commencement Date Extension of time for completion	5.3 & 5.12: 5.3 5.12	Commencement of the Works Extension of time for Practical Completion
1403 (c)(ii)	1400-4	40(1)	Valuation of variations	6.4.1	Valuation of variations
1505	1500-3	40: 40(1)	Valuation of variations	6.4: 6.4.1	Valuation of variations
1517 Items: 15.08 15.09 15.11	1500-8	48: 48.1	Provisional Sums	6.6: 6.6.1	Provisional sums

COLTO Standard Specification		COLTO General Conditions of Contract 1998		SAICE General Conditions of Contract for Construction Works 3rd Edition 2015	
Clause No.	Page No.	Clause No.	Description or Reference	Clause No.	Description or Reference
3108 Note (2)	3100-4	40:		6.4:	
		40(1)	Valuation of variations	6.4.1	Valuation of variations
3204 (b)(iii)	3200-2	40:		6.4:	
		40(1)	Valuation of variations	6.4.1	Valuation of variations
3303(b)	3300-2	2	Engineer and Engineer's Representative	3.	Employer's Agent
5803(c)	5800-3	40:		6.4:	
		40(1)	Valuation of variations	6.4.1	Valuation of variations
5805(d)	5800-4	40:		6.4:	
		40(1)	Valuation of variations	6.4.1	Valuation of variations
5809 Item 58.10	5800-10	48:		6.6:	
		48.1	Provisional Sums	6.6.1	Provisional sums
8103(c)	8100-1	40:		6.4:	
		40(1)	Valuation of variations	6.4.1	Valuation of variations
8117 Item 81.03	8100-26	22	Clearance of Site on completion	5.15	Clearance of Site

SECTION 1200: GENERAL REQUIREMENTS AND PROVISIONS

B1202 SERVICES

Add the following at the end of clause 1202:

"A provisional sum is included in the Schedule of Quantities to cover the costs of relocating the known services. This provisional sum shall be used to effect payments for the services relocation work carried out by the subcontractor selected by the Contractor in consultation with the Employer for this purpose."

B1205 WORKMANSHIP AND QUALITY CONTROL

Add the following paragraph to the end of clause 1205:

"Testing for quality control shall be conducted in accordance with the requirements of Section 8200 for Quality Control (Scheme 1)."

B1206 THE SETTING-OUT OF WORK AND PROTECTION OF BEACONS

Delete the first paragraph of clause 1206 in its entirety and replace it with the following:

"The Contractor shall comply with all legal provisions in regard to surveying and setting out work."

Add the following paragraph to the end of clause 1206:

"It may become necessary to construct, level and coordinate new survey beacons during the course of the contract, or to protect existing survey beacons. A provisional sum is included in the Schedule of Quantities to cover the costs of such work."

B1209 PAYMENT

(a) Contract rates

Add the following new paragraph at the end of subclause 1209(a):

"All rates tendered are to be exclusive of VAT."

B1212 ALTERNATIVE DESIGNS AND OFFERS

Add the following to the end of subclause 1212(m):

"The provision for contract price adjustment in the original Tender Summary must not under any circumstances be altered in an alternative offer."

B1215 EXTENSION OF TIME RESULTING FROM ABNORMAL RAINFALL

Extension of time resulting from abnormal rainfall shall be calculated according to the requirements of Method (ii) (Critical-path method).

Method (ii) (Critical-path method)

Delete the words "(based on a five-day working week)" in the fifth and sixth lines of the second paragraph of Method (ii).

Add the following to the end of Method (ii):

"The value of "n" working days expected delay caused by normal rainy weather as referred to in Method (ii) shall be as given in Table B1215 below for each respective calendar month of any year:

Table B1215

Month	Expected delay of "n" working days due to normal rainy weather	Month	Expected delay of "n" working days due to normal rainy weather
January***	5	July	1
February	4	August	1
March	4	September	2
April	3	October	3
May	2	November	4
June	1	December***	5

*** Includes the whole month of December / January.

Each "n"-value in Table B1215 applies only to the calendar month immediately to the left of the number, and the "n"-values as specified shall not be taken as being carried forward so as to accumulate over the contract period. If no abnormal rainfall occurs during a particular calendar month in a particular year, then no extension of time for abnormal rainfall shall be granted with respect to that calendar month for that year, and no further consideration shall be given to that "n"-value in respect of that year.

Similarly, if the "n" working days expected delay caused by normal rainy weather during a particular calendar month in a particular year (for which the Contractor shall have made provision in his programme of work in accordance with Method (ii)) are not taken up (either in whole or in part) by standing time due to normal rainy weather during that month of that year, then no further consideration shall be given to those "n" working days (or portion thereof), which effectively have been gained, when any subsequent extension of time claims which may arise later during the contract period are assessed by the Employer's Agent."

B1219 WATER

Add the following paragraph to the end of clause 1219:

"The Contractor shall arrange for chemical tests to be carried out to confirm the suitability of his proposed water sources for use as drinking water and for use in the concrete construction. The Contractor shall ensure that these tests also include testing for salinity and sugar content levels.

The Contractor shall note that the necessary permission must be obtained from the Department of Water Affairs for the abstraction of water from streams and rivers."

B1224 THE HANDING-OVER OF THE ROAD RESERVE

Add the following paragraph to the end of clause 1224:

"The handing-over of the road reserve for this project shall be subject to the following restrictions:

- (a) Only that portion of the road reserve from km 0.000 to km 9.000 shall be handed over to the contractor. The contractor shall be responsible for the maintenance along this portion of the road until completion of the contract.
- (b) The Contractor shall be required to accommodate public traffic as well as the Employer's other contractors working on various projects in the area related to the construction of District Road 1867.

- (c) The Contractor shall be required to accommodate service owners and other contractors working on the services relocation and maintenance in the execution of their duties."

B1229 SABS CEMENT SPECIFICATIONS

Add the following paragraphs to the end of clause 1229:

"All cement used on this contract shall comply with SANS 50197-1: Cement Part 1: Composition, specifications and conformity criteria for common cements.

Where reference is made in these Project Specifications or in the COLTO Standard Specifications to the former SABS cement specifications (e.g., SABS 471, SABS 626, SABS 831, SABS 1491), such reference shall be replaced with the new specification:

- SANS 50197-1: Cement Part 1: Composition, specifications and conformity criteria for common cements.

The blending of cements on site shall not be permitted."

Add the following new clauses at the end of Section 1200:

"B1230 COMMUNITY LIAISON

(a) Project Liaison Committee

The process of implementing infrastructure projects will be undertaken by means of structured engagement between those responsible for the delivery of the project and the community.

A Project Liaison Committee (PLC) is a vital means of communication between the parties involved with the project. A PLC may be formed if the project is such that a specific community can be identified.

The PLC comprises representatives of the employer, the engineer and formal structures within the community. The contractor shall make use of these communication channels, and shall appoint from amongst his site personnel a responsible person to participate in the affairs of the PLC, and this representative shall also attend the monthly PLC meetings when so requested.

The PLC 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.

The PLC deals with local labour on the project, and is tasked with:

- assisting with community liaison and the resolution of community disputes;
- devising fair and transparent procedures that will assist the contractor in the engagement of labour;
- advising on and monitoring labour issues; and
- assisting in the resolution of labour disputes.

All labour recruitment, employment and associated risks shall remain the sole responsibility of the contractor.

(b) Community Liaison Officer (CLO)

The contractor, after consultation with the Project Liaison Committee (PLC), shall appoint a competent local person as a Community Liaison Officer (CLO). The contractor shall appoint the CLO as part of his site personnel and shall direct all his liaison efforts with the local community through the appointed CLO.

The period of employment and the remuneration of the CLO shall be determined jointly by the contractor, the engineer and the employer.

The CLO shall:

- (i) represent the community and assist the contractor, the engineer and the employer with communication between them and the community;
- (ii) work an 8-hour day with a total of 40 hours worked per week, and shall be present on site each day except when performing off-site community liaison activities;
- (iii) communicate daily with the contractor on labour related issues such as numbers and skill;
- (iv) assist in the identification and screening of local labourers from the community in accordance with the contractor's requirements;
- (v) inform local labour of their conditions of employment, including their period of employment;
- (vi) attend disciplinary proceedings involving local labour, and ensure that hearings are fair and reasonable;
- (vii) attend all meetings at which the community and/or local labour are present or are required to be represented;
- (viii) attend monthly site meetings to report on community and local labour matters;
- (ix) keep a daily written record of interviews and community liaison;
- (x) submit monthly returns regarding community liaison; and
- (xi) carry out all such other duties as agreed upon between all parties concerned.

A new pay item is included in section 1200 of the schedule of quantities relating to the payment of the CLO on a provisional sum basis. Payment under this item shall be made only for the period for which the duties of the CLO are required, and not necessarily for the full duration of the contract.

B1231 COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993

All labour employed on the site shall be covered by the Compensation for Occupational Injuries and Diseases Act, 1993, as amended. The Contractor shall pay in full, including the payment of the necessary levies, such amounts as are due in terms of the Act. These amounts shall not be included in the wage rates and shall be payments allowed for by the contractor in addition to the wages paid to labour. The manner in which compensation in terms of this Act shall be handled shall be resolved by the Contractor at the commencement of the contract.

B1232 COMPLIANCE WITH THE ROAD TRAFFIC ACT

When a service necessitates vehicles or plant travelling or working on a public road, the following shall apply:

- The vehicles and plant shall be licensed in terms of the National Road Traffic Act 1996 (Act No. 93 of 1996) as amended.
- Every driver and operator of a vehicle or an item of plant shall be in possession of a valid permit in respect of the class of vehicle or item of plant he / she is driving or operating.

The Contractor shall provide, erect and maintain sufficient road signs, barricades, fencing and guarding as may be necessary or required by the Employer's Agent or by any act, regulation or statutory authority in order to minimise the danger and inconvenience caused to vehicle and pedestrian traffic. The Contractor by accepting this contract shall be deemed to have indemnified the Employer and the Employer's Agent against any claims, damages and / or costs that may arise in this regard.

B1233 ENVIRONMENTAL IMPACT CONTROL

In addition to aspects of the design which are intended to avoid or reduce environmental impact, and in addition to normal good construction practice expected of the Contractor, the following requirements shall also be observed:

- (a) The Contractor shall comply with the requirements of Part C: Environmental Management Specification contained in section C3.3 Particular Specifications.
- (b) Clearing shall be limited to the road prism and, where applicable, to detours, which shall be sited in consultation with the Employer's Agent and the local communities.
- (c) No littering by construction workers shall be allowed. A refuse control system shall be established for the collection and removal of refuse to the satisfaction of the Employer's Agent.
- (d) Adequate provision shall be made for temporary toilet requirements in construction areas. Use of the veld for this purpose shall not be allowed under any circumstances.
- (e) Streams, rivers and dams shall be protected from direct or indirect spillage of pollutants, such as refuse, garbage, cement, concrete, sewage, chemicals, fuels, oils, aggregate tailings, wash water, organic materials and bituminous products. In the event of spillage, prompt action shall be taken to clear the affected area. Emergency measures in the event of spillage shall be set out and the responsible person shall be made aware of the required action. The construction of temporary and / or permanent dams shall be done with the necessary approvals from the Department of Water Affairs and Forestry and the Department of Environmental Affairs and Tourism.
- (f) Bituminous and / or other hazardous products shall not be spoiled on site and shall only be disposed of at licensed authorised disposal facilities.
- (g) Provision shall be made to prevent excessive erosion and siltation throughout the contract and in particular on adjacent land. Should excessive erosion and / or siltation take place outside the road reserve as a direct result of the Contractor's construction activities, the Contractor shall be responsible for making good the erosion / siltation to the satisfaction of the landowner and the Employer's Agent.
- (h) Invader species of plants shall be controlled.
- (i) Dust and noise pollution shall be restricted to acceptable levels.

No separate payment shall be made for observing these requirements as such payment shall be deemed to be included in the amount tendered for item B13.01(c) (The contractor's general obligations: Time-related obligations). Any avoidable non-compliance with these requirements shall be considered sufficient grounds for withholding payment of part or all of the amounts to be paid for the above item in order to pay for the repairs to any damages.

B1234 MEASUREMENT AND PAYMENT

Item	Unit
B12.01 Services:	
(a) Protection, relocation, realignment, removal or replacement of services	provisional sum
(b) Handling costs and profit in respect of subitem B12.01(a) above.....	percentage (%)

Expenditure under this item shall be made in accordance with clause 6.6 of the General Conditions of Contract 2015.

The tendered percentage is a percentage of the amount of expenditure approved by the Employer's Agent under subitem B12.01(a), and shall include full compensation for the handling costs of the Contractor and the profit in connection with the protection, relocation, realignment, removal or replacement of the relevant services.

Item		Unit
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B12.02 Construction of new survey beacons and protection of existing survey beacons:

- | | | |
|-----|--|--|
| (a) | Provisional sum for new survey beacons to be constructed or for existing survey beacons to be protected during constructionprovisional sum | |
| (b) | Handling costs and profit in respect of subitem B12.02(a) above..... percentage (%) | |

Expenditure under this item shall be made in accordance with clause 6.6 of the General Conditions of Contract 2015.

The tendered percentage is a percentage of the amount of expenditure approved by the Employer's Agent under subitem B12.02(a), and shall include full compensation for the handling costs of the Contractor and the profit in connection with the construction of new survey beacons or the protection of existing survey beacons.

Item		Unit
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B12.03 Provision of a Community Liaison Officer (CLO):

- | | | |
|-----|---|--|
| (a) | Wages, salary, allowances, etc.provisional sum | |
| (b) | Handling costs and profit in respect of subitem B12.03(a) above..... percentage (%) | |

Expenditure under this item shall be made in accordance with clause 6.6 of the General Conditions of Contract 2015.

The tendered percentage is a percentage of the amount of expenditure approved by the Employer's Agent under subitem B12.03(a), and shall include full compensation for the handling costs of the Contractor and the profit in connection with the provision of a Community Liaison Officer (CLO)."

Item		Unit
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B12.04 Compensation for Project Liaison Committee:

- | | | |
|-----|---|--|
| (a) | Provision for project liaison committee.....provisional sum (Prov Sum) | |
| (b) | Handling costs and profit in respect of subitem B12.04(a) above..... percentage (%) | |

Expenditure under this item shall be made in accordance with clause 6.6 of the General Conditions of Contract 2015.

The tendered percentage is a percentage of the amount of expenditure approved by the Employer's Agent under subitem B12.04(a), and shall include full compensation for the handling costs of the Contractor and the profit in connection with the provision of a Project Liaison Committee."

Item		Unit
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B12.05 Protection and Relocation of Existing fencing:

- (a) Provision for relocation of existing fencing.....provisional sum (Prov Sum)
- (b) Handling cost and profit in respect of B12.05 (a) above.....percentage (%)

Expenditure under this item shall be made in accordance with Clause 6.6 of General Conditions of Contract 2015

The tendered percentage is a percentage of the amount of expenditure approved by the engineer under the subitem B12.05 (a), and shall include full compensation for the handling costs of the Contractor and the profit in connection with the protection and relocation of the existing fencing.

Item **Unit**

B12.06 Provision for protection of grave site:

- (a) Provision for protection of grave siteprovisional sum (Prov Sum)
- (b) Handling cost and profit in respect of B12.06 (a) above.....percentage (%)

Expenditure under this item shall be made in accordance with Clause 6.6 of General Conditions of Contract 2015.

The tendered percentage is a percentage of the amount of expenditure approved by the engineer under the subitem B12.06 (a), and shall include full compensation for the handling costs of the Contractor and the profit in connection with the provision for protection of grave site.

Item **Unit**

B12.07 Protection and Relocating of Existing building:

- (a) Provision for protection and relocation of existing building.....provisional sum (Prov Sum)
- (b) Handling cost and profit in respect of B12.07 (a) above.....percentage (%)

Expenditure under this item shall be made in accordance with Clause 6.6 of General Conditions of Contract 2015

The tendered percentage is a percentage of the amount of expenditure approved by the engineer under the subitem B12.07 (a), and shall include full compensation for the handling costs of the Contractor and the profit in connection with the protection and relocating of the existing building.

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

B1302 GENERAL REQUIREMENTS

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

Add the following new paragraphs to the end of subclause 1302(c):

"Legislation imposes mutual obligations on the Employer and Contractor in the performance of their duties to society and to the built and natural environment. To assist the Contractor in understanding and assessing his obligations, and thus to make allowances for the cost of compliance with this legislation, Parts C, E, F and G are included in section C3.3 Particular Specifications in the project specifications.

The Contractor's general obligations shall also include the training of temporary labour, the management of labour enhanced work, the application of the Compensation for Occupational Injuries and Diseases Act, 1993, and compliance with the requirements of Part C: Environmental Management Specification, Part E: OHS 1993 Health and Safety Specification, Part F: Requirements of the Expanded Public Works Programme (EPWP) and Part G: Small Contractor Development contained in section C3.3 Particular Specifications.

Part C: Environmental Management Specification contains the environmental management specification for this project. Its provisions regulate the Contractor's construction methods so as to ensure responsible conduct with respect to the environment and responsible treatment of the environment relevant to the project. No separate payment mechanism has been made available for the Contractor to allow for his compliance with the environmental management specification. The Contractor shall therefore include for such costs in the existing pay item B13.01 in section 1300.

Part E: OHS 1993 Health and Safety Specification contains the specifications that regulate the Contractor's construction methods so as to ensure the health and safety of his employees and the public. A new pay item B13.02 is included in section 1300 to allow the Contractor to make separate provision for the cost of health and safety obligations during the construction process.

Part F: Requirements of the Expanded Public Works Programme (EPWP) contains requirements for employment and training in terms of the National Youth Service programme (where applicable – refer to Part F). Various pay items related to these requirements are included in Part F. However, to the extent that any costs relating to the requirements of Part F are not covered by the pay items in that section, the Contractor shall include for such costs in the existing pay item B13.01 in section 1300.

Part G: Small Contractor Development contains provisions that regulate the Contractor's construction processes for compliance with Government's initiatives towards broad-based black economic empowerment. Various pay items related to these requirements are included in Part G. However, to the extent that any costs relating to the requirements of Part G are not covered by the pay items in that section, the Contractor shall include for such costs in the existing pay item B13.01 in section 1300. The Contractor shall note that non-compliance with the provisions of Part G may lead to the imposition of penalties as described in clause G1003(d)."

B1303 PAYMENT

Add the following at the start of clause 1303:

"All references in clause 1303 to the final value of the work increasing or decreasing by "twenty (20) per cent" in terms of the COLTO Standard Specification shall be read as increasing or decreasing by "fifteen (15) per cent" in terms of the General Conditions of Contract 2015.

Separate provision has been made in the Schedule of Quantities for the pricing of the Contractor's "General Item" obligations with regard to Health and Safety

Refer to the second sentence of the fourth last paragraph of clause 1303, page 1300-2 of the COLTO Standard Specifications and delete the words "from the date on which the Contractor has received the

letter of acceptance in terms of clause 12 of the general conditions of contract,” *and replace these words with the following:*

“from the Commencement Date in terms of clause 5.2.1 of the General Conditions of Contract 2015,”.

Add the following at the end of clause 1303:

"The amount payable to the Contractor for time-related general obligations arising from extensions of time granted in accordance with Clause 5.12.1 and 5.12.2 of the GCC 2015, shall be calculated as follows:

- (i) The Contractor shall apply for the extension of time in terms of the number of days' delay incurred calculated in accordance with clause 5.1 of the GCC 2015.
- (ii) The number of days' extension of time calculated in accordance with clause 5.1 of the GCC 2015, finally granted shall then be added to the Due Completion Date of the contract by the Employer's Agent, commencing on the first working day after the day of the original Due Completion Date. Non-working days and special non-working days as defined in the contract data shall not be counted as working days in calculating the extended completion date.
- (iii) The number of calendar days extension of time granted from the original completion date to the extended completion date as calculated in (ii) above shall then be calculated, commencing on the first calendar day after the day of the original completion date.

The following formula shall then be used to calculate the number of months extension of time granted:

No. of months extension of time granted

$$= \quad [(\text{No. of } \underline{\text{calendar}} \text{ days extension of time granted} / 365)] \times 12$$

- (iv) The number of months extension of time granted calculated as in (iii) above shall be the number of additional months measured for payment for time-related general obligations under item B13.01(c) and in accordance with clause 5.12.3 as a result of the extensions of time granted.

Note: The number of months extension of time granted calculated as in (iii) above shall also be included in the measurement of any other items scheduled under Sections 1300, 1400, 1500 or elsewhere in the Schedule of Quantities that involve the unit of measurement "month" and that were provided on site for the full duration of the extended period. Where such items were provided for a portion of the extended period only, a pro rata payment shall be made, based on the number of calendar days the item was provided on site after the original completion date divided by the number of calendar days as calculated in (iii) above for the extension of time granted."

Item	Unit
B13.01	The contractor's general obligations:

Add the following before the start of the first paragraph of item 13.01:

"Subitems B13.01(a), (b) and (c) are "General Items" as defined in clause 1.1.1.21 of GCC 2015."

After the end of subclause (iii) in the fourth paragraph of item 13.01, add the following new subclauses which further define the contractor's general obligations:

- “(iv) Complying with the requirements and conditions of the additional specifications in Part C: Environmental Management Specification.
- (v) Complying with the requirements and conditions of the additional specifications in Part F:

Requirements of the Expanded Public Works Programme (EPWP) to the extent that any costs relating to the requirements of Part F are not covered by the pay items included in that section.

- (vi) Complying with the requirements and conditions of the additional specifications in Part G: Small Contractor Development relating to the Government's broad-based black economic empowerment initiatives to the extent that any costs relating to the requirements of Part G are not covered by the pay items included in that section."

Add the following new payment items at the end of clause 1303:

**"Item
nit**

U

B13.02 Health and Safety obligations:

- (a) Fixed obligations for the preparation of risk assessments, safe work procedures, the project Health & Safety file, the Health & Safety plan and any other Health & Safety matters that the Contractor deems necessarylump sum (Sum)
- (b) Fixed obligations for completing and checking the Project Health & Safety file and handing it over to the Employer on completion of the Works lump sum (Sum)
- (c) Time-related obligations for updating and amending the risk assessments, the safe work procedures, the project Health & Safety file and the Health & Safety plan, and for full compliance with all Health & Safety matters during the construction of the Works under the contract month

Payment of the lump sums tendered under subitems B13.02(a) and (b) and the rate per month for subitem B13.02(c) shall, for the three subitems together, include full compensation for all the Contractor's costs in respect of compliance with the OHS Act and Construction Regulations.

Payment of each of the lump sums tendered under subitems B13.02(a) and (b) shall be made in three instalments as specified in the COLTO standard specifications for the payment of the lump sum tendered under subitem 13.01(a).

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

Add (d) to B13.02.

Add the last paragraph for payment:

The provisional sum given for (d) Safety clothing (safety hat, safety workwear and safety boots) shall be expended in terms of the general conditions of contract.

**Item
Unit**

B13.03 Supply, transport to site and erection of the contract signboard:.....number (No)

The unit of measurement shall be the number of contract signboards erected as instructed by the Employer's Agent.

The tendered rate shall include full compensation for providing and erecting each contract signboard complete (refer to the typical signboard face detail shown in Section C4.2), including for timber poles and fixings, excavation and backfill, and for dismantling and removing the signboard structures and reinstating the signboard area on completion."

Item
Unit

B13.04 Compensation for Environmental control:

- (a) Environmental Control Officer provided by the Contractor
month
- (b) EMP requirements for the
 contract.....month

The rate tendered in sub-item B13.03 (a) shall include full compensation for all costs resulting from the recruitment and employment of a full time dedicated Environmental Officer (DEO), This shall include all expenses related to the employment of the Environmental officer, including the provision of transport, any equipment and facilities, etc. required by Environmental officer to carry out his/her duties.

Item
Unit

B13.05 Professional Construction Manager:

- (a) Professional Construction
 Manager.....month

The Construction Manager shall be the single point of accountability and responsibility for the management of the construction works, and who is registered with SACPCMP as PrCM, with ECSA PrEng, PrTech or Pr Techni.

The rate tendered in sub-item B13.05 (a) shall include full compensation for all costs resulting from the recruitment and employment of a full time dedicated SACPCMP registered Professional Construction Manager. This shall include all expenses related to the employment of the Professional Construction Manager, including the provision of transport, any equipment and facilities, etc. required by the Professional Construction Manager to carry out his/her duties.

If the approved Construction Manager is absent without valid reason, or absent for three consecutive days and more and there is no equivalent replacement on site, then no compensation will be paid to the Contractor for the month in the absence is recorded.

For planned absence, the contractor must provide credentials of a replacement in accordance with the registration requirements Item, B13.05 (a) above, the Engineer for approval.

Item
Unit

B13.06 Traffic control officer, complete with vehicle, cellphone, labour and any required equipment:

- a) Provision of a full time Traffic safety officer, complete with vehicle cell phone,
 labour and any required equipment.....
 Month

The unit of measurement shall be the period in months that the approved safety officer is employed on the site.

The tendered rate for item B13.06 shall include full compensation for the provision of a traffic safety officer complete with vehicle, cell phone, labour and any required equipment, and for the fulfilment of the function described in sub-clause 1502(i) of the standard specification as modified by sub-clause B1502 (i) of these project specifications.

B13.07 Penalties:

(a) Fixed penalties per occurrence number..... Number
(No)

In item B13.06 (a) a fixed penalty of R 5 000.00 per occurrence shall be deducted for each and every occurrence of non-compliance in relation to item B13.06.

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

B1401 SCOPE

Add the following paragraph to the end of clause 1401:

Office accommodation is required to be provided for the Employer's Agent in terms of this contract. The office must be fully furnished with a desk, chairs, pinning board, white board, printer, plan rack and plan inspection table and air-conditioner.

Services provided shall include electricity and potable water. Ablution facilities shall be provided for the Employer's Agent

B1402 (c) No on-site testing laboratory is required

B1403 No accommodation of Contractors employees will be permitted on site.

Measurement and Payment

**Item
Unit**

B14.01 Office and laboratory accommodation:

The provision of accommodation as specified, including roof, external and internal walls, windows complete with glazing, doors with locks and fittings, burglar proofing, painting, floors, fencing, the provision of 220/250 volt electrical installation with wiring, switchboards, etc. water and sewerage installation, and stores, complete, in accordance with the drawings and specifications, except for items scheduled elsewhere:

- (a) Offices (interior floor space only). M-Projects or other approved.....square metre (m²)
- (b) Ablutions Units (interior floor space). Minimum of Sanitec VIP Toilet Including all plumbing fittings, Water supplies, Septic Tanks, Soakaways, etc.....square metre (m²)

**Item
Unit**

B14.02 Office and laboratory furniture:

- (a) High density foam, steel frame fully assembled chairs.....Number (No)
- (b) 750mm (h) x 1600mm (w) x 1200mm (w) L-shaped Melamine Lithium Combo Desks fitted with 3 lockable drawer pedestal unit.....Number (No)
- (c) 32mm thick Melamine Modular 6 to 10 seater Conference table.....Number (No)

B14.03 Office and laboratory fittings, installations and equipment:

**Item
Unit**

(b) Prime Cost Items

- (ix) Office equipment
- (a) Provision of office equipment.....provisional sum (Prov Sum)
- (b) Handling cost and profit in respect of item.....percentage (%)
 - B14.03. (ix) (a) above
- (x) Stationery
- (a) Provision of Stationery.....provisional sum (Prov Sum)
- (b) Handling cost and profit in respect of item B14.03 (x) (a) above.....percentage (%)

Expenditure under this item shall be made in accordance with Clause 6.6 of the General Conditions of Contract 2015.

The tendered percentage is a percentage of the amount of expenditure approved by the Employer's Agent under item B14.03 b (x) (a) (b) and b (xi) (a) (b), and shall include full compensation for the handling costs of the Contractor and the profit in connection with the office and laboratory fittings, installations and equipment.

Measurement and Payment

Item	Unit
14 / B12.03	Provision of a Community Liaison Officer:
(a) Wages, salary, allowances, etc.	provisional sum
(b) Handling costs and profit in respect of subitem 14 / B12.03(a) above...	percentage (%)

Expenditure under this item shall be made in accordance with clause 6.6 of the General Conditions of Contract 2015.

The tendered percentage is a percentage of the amount of expenditure approved by the Employer's Agent under subitem B12.03(a), and shall include full compensation for the handling costs of the Contractor and the profit in connection with the provision of a Community Liaison Officer."

SECTION 1500: ACCOMMODATION OF TRAFFIC

B1501 SCOPE

Add the following to the end of clause 1501:

“Throughout the course of the contract the Contractor shall ensure that the works do not prevent service owners or the Employer’s other contractors from gaining access through the site.

The Contractor shall be required to accommodate traffic in the vicinity of the points at which he accesses the site from the existing road network. All movements of the Contractor’s plant to and from the existing access road at these intersections shall be strictly controlled by means of appropriate signage, delineators, stop / go facilities and flagmen.”

B1502 GENERAL REQUIREMENTS

Add the following new subclause to the end of clause 1502:

“(j) Public traffic

The Contractor must plan and conduct his activities so as to bring about the least possible disruption to the traffic on the existing roads. In all dealings with the public the Contractor shall bear in mind the public’s right to enjoy the use of the road, and the Employer’s desire to interfere as little as possible with this right. At all points of contact with the public, the Contractor shall deal with deliberate courtesy and understanding in any discussions or disputes.”

B1503 TEMPORARY TRAFFIC-CONTROL FACILITIES

Replace the first sentence of the first paragraph of clause 1503 with the following:

“The Contractor shall provide, erect and maintain the necessary traffic-control devices, road signs, channelization devices, barricades, warning devices and road markings (hereinafter referred to as traffic-control facilities) in accordance with these project specifications and as shown on the drawings and in the South African Road Traffic Signs Manual in conjunction with the latest edition of Road Signs Note No.13 - Roadworks, and shall remove them when no longer required.

The Contractor shall replace at his own cost any traffic-control facilities that have been damaged, lost or stolen. The Contractor shall always also remove all bituminous or other foreign material from the traffic-control facilities in order to keep them clean and visible. Traffic-control facilities that can no longer be cleaned effectively shall be replaced with new ones at the cost of the Contractor.”

Replace the first sentence of the third paragraph of clause 1503 with the following:

“The type of construction, spacing and placement of traffic-control facilities shall be in accordance with the latest edition of Road Signs Note No.13 - Roadworks, these project specifications, the drawings and the South African Road Traffic Signs Manual.

The details shown for spacing and placement of traffic-control facilities may, however, be revised at the discretion of the Employer’s Agent where deemed necessary to accommodate local site geometry and traffic conditions.”

(a) Traffic-control devices

Add the following new paragraph after the end of the second paragraph of subclause 1503(a):

“The reduction of the road width to a single lane carrying one-way traffic and controlled by “Stop / Go” boards shall be allowed only during daylight hours in clear weather conditions when work is actively taking place on the road, and such reduction of the road width shall always be accompanied by sufficient on-going watering to keep the dust down at all times on any trafficked gravel surfaces in

order to maintain good visibility along the deviation. At least two lanes carrying two-way traffic shall be provided at all other times."

(b) Road signs and barricades

Add the following to the end of subclause 1503(b):

"The Contractor shall be responsible for the protection and maintenance of all signs, and shall at his own cost replace any that have been damaged, lost or stolen.

The temporary road signs required for this contract shall generally be mounted on poles installed in the ground. Where temporary signs such as delineators are mounted on portable supports, the only permitted method of ballasting such sign supports shall consist of durable sandbags filled with sand of adequate mass to prevent the signs from being blown over by wind. The cost of the sandbags shall be included in the tendered rates for the applicable types of temporary road signs.

The traffic-control devices, temporary signs and devices required in the contract are those designated in Road Signs Note No.13 - Roadworks.

The covering of permanent road signs, if applicable, shall be carried out by utilising a hessian bag which shall be pulled over the sign in the form of a hood and fastened to the sign posts using wire ties. Plastic bags or other materials, and fastening by means of adhesive tape, shall not be permitted for this purpose. The cost of covering permanent road signs shall be deemed to be covered by the tendered rates for items 15.01 and 15.10 (if applicable).

No work may proceed on any section where accommodation of traffic is required until such time as the relevant requirements with regard to signposting are met and the written approval of the Employer's Agent has been obtained. The Contractor shall keep sufficient surplus signs, delineators and barricades on the site to allow for the replacement of damaged or missing items immediately upon discovery, or within three hours of instructions to such effect having been given by the Employer's Agent. Delineators shall be of the flexible plastic / rubber reversible variety and not of the rigid metal variety."

(c) Channelization devices and barricades

Add the following paragraphs at the end of subclause 1503(c):

"Delineators shall be manufactured from plastic / rubber materials and shall be adequately ballasted with sandbags to prevent the signs from being blown over by wind or wind turbulence from moving traffic.

Traffic cones shall be manufactured from fluorescent orange or red plastic material and shall be used only at short term lane deviations during daylight hours. All traffic cones used on deviations shall be 750mm high. Lane closures which continue into the night-time shall be demarcated by delineators only.

The use of steel drums as channelization devices shall not be allowed on this Contract. Channelization shall be effected by the use of delineators or cones as detailed in Road Signs Note No. 13 - Roadworks."

(e) Warning devices

Add the following to subclause 1503(e):

"All construction vehicles and plant used on the works shall be equipped with 200mm diameter rotating amber flashing lights and with "Construction Vehicle" warning signs. All vehicles and plant shall obtain a clearance permit from the Employer's Agent before being allowed onto the site.

Rotating lights shall have an amber lens of minimum height of 200mm and shall be mounted to ensure clear visibility from all directions. The lights on construction vehicles shall be switched on as the vehicles decelerate to enter a construction area, while construction vehicles are operating within

the accommodation of traffic area, and as the vehicles accelerate to the general speed when entering the road from a construction area. Lights on plant shall operate continuously while the plant is working alongside sections of road open to public traffic.

All LDVs and cars operating on site shall also be equipped with rotating amber flashing lights which shall be placed so as to be clearly visible and shall be operated continuously while the vehicles are manoeuvring in or out of traffic or while the vehicles are travelling alongside or parked alongside roads open to public traffic.

Rotating lights and the "Construction Vehicle" warning signs on the Contractor's vehicles and plant shall not be paid for separately but shall be included in the rates covering the use of the vehicles.

The Contractor shall apply and maintain to the approval of the Employer's Agent such rotating amber lights and warning signs, together with any temporary mounting brackets. Vehicles and plant that do not comply with these requirements shall be removed from the site."

Add the following new subclauses to clause 1503:

"(g) Other signs and facilities

The Employer's Agent may instruct the Contractor to provide any other road sign, reflective tape, etc. not measured in the standard pay items. Such other road signs, reflective tape, etc. shall conform to the requirements of the South African Road Traffic Signs Manual and any other specification provided by the Employer's Agent.

(h) High visibility safety vests

The Contractor shall ensure that all his own personnel, excluding those who are permanently office bound, all other construction workers on the site, staff of the Employer's Agent and visitors are equipped with high visibility reflective safety vests. High visibility reflective safety vests shall be worn at all times when working on or near to the travelled way. High visibility reflective safety vests shall be kept in good condition and any such safety vests that are, in the opinion of the Employer's Agent, ineffective shall be replaced immediately by the Contractor."

B1517 MEASUREMENT AND PAYMENT

Amend item 15.01 to read as follows:

Item	Unit
B15.01 Accommodating traffic and maintaining temporary deviations: month	

Amend the unit of measurement for Payment Item 15.01 to the month. Delete the first paragraph of Payment Item 15.01 and replace with:

The unit of measurement shall be the month or part thereof that traffic is accommodated in accordance with the specification. The Engineer will advise the Contractor in writing where traffic control is inadequate. Failure to rectify this within 2 hours will result in a penalty being applied and in payment being reduced. A proportion of the tendered monthly rate will be deducted for each day in any calendar month that traffic control does not meet the requirements of the specifications.

The second paragraph of Payment Item 15.01 shall apply.

Delete the third paragraph and replace with:

The tendered rate shall also include for the preparation of traffic management plans and their submission to the Engineer for approval.

The tendered rate shall also include for all costs associated with constructing the road under traffic

and for complying with restricted working conditions.

Add the following

Exercise control in terms of traffic safety over the safe movement of personnel, visitors and plant on site including the wearing of high visibility clothing, the operation of amber flicker lights, and the display and cleanliness of “construction vehicle” signs, all as specified; be responsible for keeping all road signs and traffic cones clean and visible at all time.

SECTION 1700: CLEARING AND GRUBBING

B1704 MEASUREMENT AND PAYMENT

Item

Unit

B17.01	Clearing and grubbing	ha
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Add the following to the end of the first paragraph of item 17.01:

“Only clearing and grubbing necessarily required for road works and structural works within the road reserve shall be measured for payment. Payment for clearing and grubbing for the construction of campsites shall be regarded as being included in the rates tendered for item 13.01 for the contractor's general obligations and shall not be measured separately.”

SECTION 2100: DRAINS

B2101 SCOPE

Amend the first paragraph to read:

“This section covers all work in connection with the excavation and construction of open drains, subsoil drainage and banks and dykes at the locations and to the sizes, shapes, grades and dimensions as shown on the drawings or as directed by the Employer’s Agent or the Employer’s Agent’s representative, and the test flushing of subsoil drains.”

Add after the third paragraph:

“It includes the clearing and cleaning of streams and riverbeds of any debris materials both upstream and downstream of culverts and causeways that have the potential for damming up of water or clogging the inlet or outlet structures.”

B2102 OPEN DRAINS

Amend the second paragraph under (c) to read:

“Care shall be taken to avoid excavation below the required grades for the open drains and any excavation carried beyond the required grade shall be backfilled with suitable material and compacted to at least 90% of modified AASHTO density in open areas, and to densities that match the layerworks compaction densities in road reserves, by the contractor at his own expense.”

B2104 SUBSOIL DRAINAGE

(a) Materials

(i) Pipes

Amend this sub-clause by adding the following to the end of the third paragraph:

“(category-heavy duty) or SANS 1601 (stiffness class 350)”

“The pipes to be used shall be either slotted uPVC pipes or perforated HDPE pressure pipes, 100 mm ID”

((ii) Natural Permeable Material

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

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

Percentage passing through a 26,5mm sieve: 100 %.

Percentage passing through a 19,0mm sieve :60-85%.

(iii) Synthetic-fibre filter fabric

Under item (4) Selection, of this sub-clause, replace the 1st paragraph with the following: -

“The filter-fabric used for subsoil drains shall be grade 2 geotextile and shall conform to the criteria for a grade 2 geotextile as specified in Table 2104/2”

(b) Construction of subsoil drainage systems

Add the following sub-clause:

“(v) Proving of pipes in sub-soil drainage systems

On completion of the pipe laying and prior to backfilling, all pipe joints shall be surveyed as proof of their installation to line and level.

After backfilling the pipes shall be proved by pulling through a cylindrical cleaning brush followed by a wooden mandrill $\pm 400\text{mm}$ long and 5mm in dia. less than the bore of the pipe. Proving of pipes shall not be paid for separately and the cost thereof shall be deemed to be included in the rate tendered for laying the pipe.”

Generally, prefabricated stormwater drainage pipes and rectangular culverts will be installed using the 'trench method'. Installation in half widths can be anticipated.

1 Add the following:

2 "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 preperation amnd compaction of founding materila shall be indicated on drawings as specied by the engineer. Allowance for measurement and payment for this work is made in the bill of quantities unde this section"

3 The generic labour-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.

4 Measurement shall be as specified for pay item 21.01 of the standard specifications.

5 The tendered rate shall include full compensation for carrying out the excavation by hand where circumstances prevent the use of mechanical excavators.

B2107 MEASUREMENT AND PAYMENT

Item
Unit

B21.01 Excavation for open drains

1 (a) Excavating soft material situated with the following depth ranges below the surface level

2

3 (ii) Extra over sub-item B21.01 (a) (i) for excavation by hand using hand tool.....Cubic metre (m3)

4

Add the following to the penultimate paragraph:

“The tendered rate shall also include full compensation for trimming the open drains”

SECTION 2200: **PREFABRICATED CULVERTS**

B2201 SCOPE

Add to Clause 2201 the following:

This section also covers work associated with the removal of existing pipes and their inlet and outlet structures. Due to the nature of the project, the Contractor can expect that works associated with the installation of pipe culverts will have to be carried out under traffic.

B2204 CONSTRUCTION METHODS

Add to Clause 2204 the following:

Generally, prefabricated stormwater drainage pipes and rectangular culverts will be installed using the 'trench method'. Installation in half widths can be anticipated.

1 Add the following:

2 "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 materials 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"

3 The generic labour-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.

4

B2210 LAYING AND BEDDING OF PREFABRICATED CULVERTS

(f) General

Add to Sub-clause 2210(f) the following:

Pipe culverts have been designed to the positions, lengths, and elevations shown on the drawings. However, site conditions may dictate that changes are necessary. Any such changes will be agreed with the Employer's Agent and recorded in writing.

B2211 BACKFILLING OF PREFABRICATED CULVERTS

Add to the fourth paragraph of Clause 2211 the following:

Where backfilling is done in the upper layers of the road formation, the quality and strength of the backfill material shall match that of the surrounding road layerworks.

B2212 INLET AND OUTLET STRUCTURES, CATCHPITS AND MANHOLES

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

(j) Subsurface drain outlet into catch pits and manholes

Where required, sub-surface drainpipes shall be led into standard stormwater catch pits or manholes, as shown on the drawings or as directed by the Employer's Agent. This shall be

done either by making provision during the construction of the chamber, or by breaking out and making good after completion of the chamber.

B2218 MEASUREMENT AND PAYMENT

1 Add the following:

**2 Item
Unit**

3 **B22.01 (c) Extra over sub-item B22.01 (a)(i) for excavation by hand using hand tool** Cubic metre (m³)

4 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.

Amend Payment Item 22.12 to read as follows

**Item
Unit**

B22.12 Removing existing concrete, brickwork and stonework

(c) Brickwork.....Cubic metre (m³)

Add to the first paragraph, which describes the unit of measurement, the words "brickwork and stonework" after the word "concrete".

Paragraphs 2, 3 and 4 of Payment Item 22.12 in the standard specifications shall apply to this item 22.12

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

B2301 SCOPE

Add to Clause 23.01 the following:

This section also covers the replacement of damaged concrete kerbing, channelling and lining.

B2304 CONSTRUCTION

(b) Prefabricated concrete kerbing and channelling

Add to Sub-clause 2304(b) the following:

Kerbing of radius 1m and less shall be cast in situ in accordance with sub-clause 2304(e) and as shown on the drawings.

All precast kerbs shall be provided with continuous in-situ concrete backing (haunching), the cost of which shall be included in the tendered rate.

Dimensions of the triangular-shaped (in cross-section) haunching shall be calculated as follows: If the difference in levels between the top of the kerb and the sub base on which the kerb is laid is (h), then the height of the haunch is $\frac{2}{3}h$ and the width of the haunch is h.

(e) Cast in-situ kerbs and channels

Add to Sub-clause 2304(e) the following:

Where new kerbing and channelling has to be laid in an existing bitumen surface, the surface shall be neatly cut to a straight line with an angle grinder or similar approved means along the edge of the channel. The existing road foundation shall then be carefully removed over the width and depth required to construct the new kerb and channel.

During the construction of the in-situ channel, the contractor shall take care not to stain or damage the existing road surface. Any damage, excess overbreak, undermining or staining shall be repaired by the Contractor at his own expense.

Add the following new Sub-clauses to Clause 2304:

(l) Shrinkage joints for cast in-situ concrete work.

Unless shown otherwise on the drawings, cast in situ channels shall be provided with shrinkage joints spaced a maximum of 2m apart. Shrinkage joints shall be constructed so that shrinkage cracks are generated at the joints. Sections of channel which have cracked between shrinkage joints shall be removed and replaced by the contractor at his own cost.

(m) Formwork and finish

All visible edges of cast in-situ channels shall be rounded with a rounding tool.

(n) Removal of existing kerb and channel

Where shown on the drawings and/or indicated by the Employer's Agent, the existing kerb and channel shall be removed and transported to spoil as directed.

B2307 MEASUREMENT AND PAYMENT

Item

Unit

B23.08 Concrete Sidewalk/walkway

(a) Cast in situ concrete paved footway (Class 20/19, SD 0203/1) (m ³)	Cubic metre
(b) Class U2 surface finish to cast in situ concrete meter (m ²)	Square
(c) To sides with formwork on the internal face only meter (m ²)	Square
(d) To sides with formwork on both internal and external faces meter (m ²)	Square
(e) Welded steel fabric (kg)	Kilogram

1

Add the following to the penultimate paragraph:

Measurement of and payment for concrete shall be as specified in Section 6400. but the tendered rate shall include full compensation for painting open joint surfaces as specified.

The unit of measurement for surface finish shall be the square metre of finished surface.

The tendered rate for surface finish shall include full compensation for all labour. plant. material and other additional work and incidentals required for trimming the concrete lining as specified.

SECTION 3100: BORROW MATERIALS

B3102 NEGOTIATIONS WITH OWNERS AND AUTHORITIES

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

The Contractor may be required to effect the payment of compensation to the affected land owners when ordered to do so by the Engineer. In this case, the costs will be recovered via the Provisional Sum allowed in Section 1200 of the Schedule of Quantities.

The Contractor will be responsible for the arrangements associated with constructing suitable accesses to the borrow pits.

B3103 OBTAINING BORROW MATERIALS

(a) General

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

The Contractor shall note that natural materials which meet the requirements for the selected layers will have to be carefully selected in the borrow pits. The Contractor shall refer to Section 3200 of the standard specifications with regard to his liabilities in respect of the contamination of good quality materials.

B3104 OPENING AND WORKING BORROW PITS AND HAUL ROADS

(a) Removing topsoil

Add to Sub-clause 3104(a) the following:

The topsoil to be stockpiled shall be placed between the Road and the physical borrow pit area so as to provide a temporary visual screen in front of the borrow activities. The topsoil shall not be stockpiled for longer than 9 months, nor shall the stockpile be higher than 2,5 m.

(g) Unproclaimed private access roads

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

Expropriation of borrow pits on private property by the Employer, will include access roads to the borrow pits. However, the Contractor is fully responsible for negotiating details of the right of access to the borrow pits with the private owners as well as for the building, maintenance and later removal of all access roads.

No additional payment will be made for this work and full remuneration will be deemed to be included in the tendered rates for the various items where the material is to be used.

B3108 MEASUREMENT AND PAYMENT

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

- (1) The tendered rate shall include full compensation for all moneys payable and all expenses incurred by the Contractor for the acquisition of all material for the proper completion of the works, irrespective of whether the material is obtained from borrow pits indicated in the Materials Information (Volume 5 of these Documents), from additional borrow pits identified by the Engineer, from commercial sources, or from borrow pits obtained by the Contractor himself.

SECTION 3300: MINOR EARTHWORKS

B3301 SCOPE

Add to Clause 3301 the following:

The Contractor shall note the restricted nature of the earthworks in general, and where the widening of existing cuts and fills are required in particular. No extra over rates for widening of cuts, widening of fills or for working in restricted areas shall be applicable to this Contract.

B3303 CLASSIFICATION OF CUT AND BORROW

(a) Classes of excavation

Add to Sub-clause 3303(a) the following:

Cut material for fills will, apart from natural in-situ material, also consist of existing fill and pavement layers from the existing road. Excavation from existing fill and pavement layers varies in depth, but no distinction is made between this excavation and excavation in other materials, except for classification as soft, intermediate and hard materials.

Payment items 33.14 and 33.15 will not apply on this Contract.

B3306 CUT AND BORROW

(a) Dimensions of Cuts

Delete the third paragraph from Clause 3306(a), apart from the first sentence thereof.

Add the following:

Cut and borrow to fill will be measured under Item 33.01. The Contractor shall take note of the nature of the earthworks alongside the existing road. No extra over payments will be made in respect of the nature of the site or due to the dimensions of a particular cutting.

B3307 FILLS

(i) Widening of fills

In the eighth paragraph of Sub-clause 3307(i), delete the sentence "An extra over payment for the widening of existing fills will apply under Item 13.16."

Add the following:

No extra over payments will be made in respect of the nature of the site or due to the dimensions of the fills being widened or constructed.

B3312 MEASUREMENT AND PAYMENT

General directions

Delete Note (3) Work in Restricted Areas and replace with the following:

"On this Contract, no extra over payment will be made due to the nature of the site or the size of the work area available. All costs associated with carrying out the works are deemed to be included in the tendered rates for the items in the Schedule of Quantities."

Amend the payment items under Clause 3312 as follows:

B33.01 In the description of Item 33.01, delete "free-haul up to 0.5 km" and replace with "free-haul up to 1.0 km."

In the fifth paragraph, referring to the tendered rates, delete the words "free-haul distance of 0.5 km" and replace with "free-haul distance of 1.0 km."

Also in the fifth paragraph, after the words "the cutting of benches" insert the words "including benches in existing fill slopes to be widened."

In the final paragraph delete "0.5 km free-haul" and replace with "1.0 km free-haul."

B33.04 In the description of Item 33.04, delete "free-haul up to 0.5 km" and replace with "free-haul up to 1.0 km."

In the fourth paragraph delete "free-haul distance of 0.5 km" and replace with "free-haul distance of 1.0 km."

B33.07 In the description of Item 33.07, delete "free-haul up to 0.5 km" and replace with "free-haul up to 1.0 km."

In the fourth paragraph delete "free-haul distance of 0.5 km" and replace with "free-haul distance of 1.0 km."

SECTION 3400: PAVEMENT LAYERS OF GRAVEL MATERIAL

B3402 MATERIALS

(a) General

Add to Clause 3402(a) the following:

“The pavement for the road shall consist of:

Base	Double Seal
Sub-base	150mm G2 material from Commercial Sources
Sub-base	200mm C4 material from Commercial Sources and/or Borrow pits
Upper Selected	150mm G7 material from Borrow pits or Commercial
Lower Selected	150mm G9 from cut and borrow
Insitu Prep	150mm G10 Insitu

All layers shall comply with the requirements of Tables 3402/1, 3402/2, 3402/4 and 3402/5 of the Standard Specification. The requirements of Section 3500: Stabilization shall also apply to the relevant layers.”

(b) Compaction Requirements

Add to Clause 3402(b) the following:

“The compaction requirements of the pavement layers shall be:

Base	102% of modified AASHTO
Subbase:	97% of modified AASHTO
Upper Selected:	95% of modified AASHTO
Lower Selected:	93% of modified AASHTO
Insitu Prep	90% of modified AASHTO

B3406 QUALITY OF MATERIALS AND WORKMANSHIP

Add to Clause 3406 the following:

“Test results and re-measurements shall be assessed in accordance with the provisions of Section 8100: Quality Control (Scheme 2) of the standard specifications, as amended in these project specifications.”

B3407 MEASUREMENT AND PAYMENT

Delete the note at the start of the measurement and payment clause dealing with work in restricted areas. On this Contract, no extra over payment will be made due to the nature of the site or the size of the work area available. All costs associated with carrying out the works are deemed to be included in the tendered rates for the items in the Schedule of Quantities.

Add the following:

No payment shall be made for removal of oversize material imported from borrow by the Contractor.

B34.14 Pavement layers constructed from gravel material obtained from Commercial Source:

Item	Unit
-------------	-------------

(a) Gravel selected layer compacted to:

(i) 95% of modified AASHTO density 150mm thick (G7).....Cubic metres (m³)

The tendered rate shall include the procuring of the material from borrow and/or commercial source, transporting to site, off-loading and spreading on a prepared G6 layer as prescribed by the Employers Agent. The tendered rate shall also include for the compaction of the material as specified

(b) Gravel shoulders compacted to:

(i) 95% of modified AASHTO density 150mm thick (G7).....Cubic metres
(m³)

The tendered rate shall include the procuring of the material from borrow and/or commercial source, transporting to site, off-loading and spreading on a prepared G7 layer as prescribed by the Employers Agent. The tendered rate shall also include for the compaction of the material as specified.

(c) Gravel subbase (chemically stabilized material) compacted to:

(i) 97% of modified AASHTO density 200mm thick
(minimum G6 quality natural material 75mm nominal size before compaction)
stabilised to C4 strength..... Cubic metres
(m³)

The tendered rate shall include the procuring of the material from a borrow and/or commercial source, transporting to site, off-loading and spreading on a prepared G7 layer as prescribed by the Employers Agent. The tendered rate shall also include for the compaction of the material as specified.

SECTION 5400: GUARDRAILS

B5402 MATERIALS

The scope of works for Section 5400 Guardrails shall be carried by emerging contractors under CPG.

(a) Guardrails

- (i) Galvanizing

Delete "Type A1" and replace with "Type A1, Table 2" (i.e. micron minimum thickness).

(b) Guardrail posts

- (i) Timber posts

Add the following at the end of the third paragraph:

"Posts shall be machined to a uniform diameter and the top shall be rounded as shown on the drawings."

Add the following at the end of the fourth paragraph:

"Timber posts and spacer blocks shall be treated with creosote / a copper-chrome-arsenic compound."

- (c) Reflective plates

Replace "engineering grade" in the seventh line with "Class I".

SECTION 5600: ROAD SIGNS

B5602 MATERIALS

Add to Clause 5602 the following:

“(I) Concrete

Concrete for the footings shall comply with the requirements of Section 6400 of the specification.”

B5610 MEASUREMENT AND PAYMENT

Add the following new pay item.

Item	Unit
“56.10 Danger Plates at culverts / structures:	
(a) Chevron plates at bridges and other locations – W401 (800 mm x 200 mm).....Number (No)	

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

The tendered rate shall include full compensation for all work as included in the description of the tendered rate for item 56.01 of the standard specifications as modified by the item B56.01 of these project specifications above. The tendered rate shall also include full compensation for the additional cost for providing the border, background and symbols in Class 1 retro-reflective material.

The road sign supports for the danger plates shall be paid for separately under item 56.03.

Excavation and backfilling for the road sign supports for danger plates shall be paid for separately under item 56.05

**B56.11/64.01 Cast in-situ concrete in footings to signs, Class 15/19.....Cubic
 Meter (m³)**

The volume shall be measured according to the dimensions shown on the drawings.
 The rate shall cover all the costs associated with supplying, mixing and placing the concrete.

SECTION 5700: ROAD MARKINGS

B5702 MATERIALS

(a) Paint

(ii) Retro-reflective road-marking paint

Add to Sub-clause 5702(a)(ii) the following:

“During actual painting the Contractor shall supply sealed samples of the paint to be used to the Employer’s Agent together with details of the paint batch numbers and testing carried out on these particular batches by the paint manufacturer to prove compliance with this specification. These samples shall be kept until the end of the defects liability period.”

B5704 MECHANICAL EQUIPMENT FOR PAINTING

Add to Clause 5704 the following:

“The machine shall always operate in the direction of the traffic when applying lane markings.”

SECTION 6200: FALSEWORK, FORMWORK AND CONCRETE FINISH

B6204 DESIGN

(a) General

Add the following:

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

B6207 FORMED SURFACES: CLASSES OF FINISH

(b) Class F1 surface finish

Add the following:

"This will generally be termed Rough Finish"

(c) Class F2 surface finish

Add the following:

"This will generally be termed Smooth Unrubbed Finish"

(d) Class F3 surface finish

Add the following:

"This will generally be termed Smooth Rubbed Finish"

B6208 REMEDIAL TREATMENT OF FORMED SURFACES

(b) Repairs to surface defects

Delete Clause 6208(b) and substitute the following:

"Small surface defects such as cavities produced from ties, large isolated blow holes, broken corners and edges and honeycombs due to joint leaching shall be repaired as follows:

All defective concrete shall be removed to a minimum depth of 30 mm and down to sound concrete such that no "feather edges" are formed. The area to be repaired shall be dampened with a cement slurry before patching.

The patching mortar shall consist of the same fine aggregate as used in the concrete in the ratio of 1 cement to 3 sand by volume. The water content shall be such that the mix is apparently dry - the moisture coming to the surface, only after ramming with the end of a 38 x 38 timber or similar.

After firmly compacting until moisture appears at the surface, the patch shall be smoothed off with a wooden trowel and left to cure for 48 hours.

White cement of PBFC may be substituted for up to 35% of Ordinary Portland Cement in order to obtain a colour match.

For repairs to medium to large areas of honeycomb, particularly on the earth faces to bridge abutments and box culverts the preparation shall be as for small patches but a proprietary patching mix shall be used in accordance with the manufacturer's specification.

Where this patching may be considered inadequate by the Engineer, other techniques such as pneumatically applied mortar, pressure grouting and epoxy bonding agents may be called for."

SECTION 6300: STEEL REINFORCEMENT FOR STRUCTURES

B6303 STORING THE MATERIALS

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

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

B6305 SURFACE CONDITION

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

“Within 24 hours after placing concrete, the Contractor shall have cleaned off all concrete splatter from the protruding starter bars and clips and any other affected reinforcement, and shall present the resulting product to the Engineer for approval before he will be permitted to commence fixing the shuttering and reinforcement to the next section.

B6307 COVER AND SUPPORTS

Replace the sixth paragraph of clause 6307 with the following:

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

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

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

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

SECTION 6400: CONCRETE STRUCTURES

B6402 MATERIALS

(a) Cement

Delete paragraph (vi) and substitute the following:

“Where concrete mixes of 30 MPa or greater are specified, other than for prestressed members, blast furnace cement and milled granulated blast furnace slag may be used in proportions not exceeding 50 % of the total cement content.

For lower strength concrete these pozzolanic cements may not be used unless authorised by the Engineer.

In prestressed members milled blast furnace slag may be used but the percentage of slag shall not exceed 35 % of the total cement content.

A 15 % slag content (as supplied by Durban Cement) is suitable for all works unless otherwise specified.

In all cases where blast furnace cement or slag are used the Engineer will have the authority to restrict the use of it if the batching plant is deemed to be inadequately controlled”.

(d) Water

Add the following: -

“Water extracted from the natural stream sources for the manufacture of concrete will not be permitted unless each extraction is stored, tested and found to be suitable for concrete making.”

(f) Curing Agents

Add the following:

Approved curing agents are Curex and Curing W.E.

B6415 DEMOLITION AND REMOVAL OF EXISTING STRUCTURAL CONCRETE

Add the following sub-clause:

B64.15 (c) The existing concrete structure shall be demolished and removed to an approved spoil site. Rubble shall not be spoiled on site, the Tenderer shall be responsible for finding the appropriate approved spoil site.

SECTION 6600: NO-FINES CONCRETE, JOINTS, BEARINGS, BOLT GROUPS FOR ELECTRIFICATION, PARAPETS AND DRAINAGE FOR STRUCTURES

B6604 BEARINGS FOR STRUCTURES

(a) Materials

Replace subclause B6604(a)(vi) with the following:

“(vi) Mortar

Only a high strength epoxy resin grout proprietary mortar shall be used for the mortar bedding to the pedestrian bridge bearings. The compressive strength of the proprietary mortar shall meet the following minimum requirements:

7-day cube strength	40 Mpa
28-day cube strength	60 Mpa

Products such as Sikadur -42 ZA high strength fluid epoxy resin grout, Pro-Struct 501 five-star epoxy grout, Pro-Struct 638 pourable epoxy grout, and ABE Epidermix 324 flowable epoxy grout, or similar and approved, may be used as mortar bedding.

B6627 MEASUREMENT AND PAYMENT

Add the following new pay item:

Item	Unit
B66.27 Supply and place bridge deck walkway	metre (m)

The unit of measurement shall be the linear metre of concrete sidewalk, constructed to the line and level indicated on the drawing or as instructed by the Engineer.

The tendered rate shall include full compensation for furnishing all material and labour, including formwork as necessary, mixing, placing and compacting the concrete, and screeding to a required finish as instructed by the Engineer.

SECTION 8100: TESTING MATERIALS AND WORKMANSHIP

B8105 TESTING THE AGGREGATES

Add the following subclause:

“(g) Determination of Ethylene Glycol Durability Index

The Ethylene Glycol Durability Index shall be determined as follows:

(i) Apparatus

Suitable pans or basins
Ethylene Glycol Solution
Stirring rod

(ii) Method

Obtain three or more representative samples from the source to be evaluated.

If not already crushed, crush the material in order to obtain sufficient minus 19mm plus 13mm sized aggregate in order to totally cover the bottom of the basin or pan with a single layer of stone. Add sufficient ethylene glycol to each basin ensuring that every aggregate particle is completely submerged.

After soaking for 24 hours, gently stir the aggregate, allow to settle and observe and record the response of the aggregate to the ethylene glycol according to the criteria listed in (iii) below. Continue the above cycle at intervals of 24 hours for a further 4 days, in each case recording the observed response. After 5 days allow the samples to remain submerged in the solution and observe and record the disintegration response after a total period of 15, 30 and 60 days has elapsed.

(iii) Classification of response

After each cycle, classify and record the response of the aggregate as follows:

DISINTEGRATION CLASS

- Class 1 : No obvious effects, or only very minor spalling of sand sized particles or very small flakes.
- Class 2 : Splitting of rock, accompanied by any other disintegrative effects.
- Class 3 : Fracturing (spheroidal and/or internal) without extensive spalling or distortion.
- Class 4 : Fracturing (spheroidal and/or internal) with extensive spalling or distortion.
- Class 5 : Complete disintegration.

The time factor in the above disintegrative process is classified according to the time taken for the most serious effect of the expansive stresses to occur i.e.

TIME CLASS

- Class 4 : 0 - 5 days
- Class 3 : 6 - 15 days
- Class 2 : 16 - 30 days
- Class 1 : 31 - 60 days

Class 0 : Over 60 days

(iv) Determination of Glycol Durability Index

The Ethylene Durability Index is determined by adding the class number as assigned for the specific disintegrative response observed to the class number as assigned for the period for this response to occur. A durability index ranging from 1 (no response) to 9 (rapid and complete disintegration) is thus determined."

B8110 TESTS RELATING TO CHEMICAL STABILIZATION

Add the following subclause:

"(d) The Wet-Dry Durability Test for cement-treated materials using the hand brush method (National Department of Transport test method)

This method covers the procedure for determining the soil-cement losses obtained by repeated wetting, drying and hand brushing of hardened soil-cement specimens."

B8110 MEASUREMENT AND PAYMENT

Add the following new pay item.

Item	Unit
B81.02 Other special tests requested by the engineer.	
Sum) (a) Cost of Testing.....	Provisional Sum (Prov
(%) (b) Handling costs and profit in respect of B81.02(a) above.....	Percentage
B81.03 (No) (c) Straight edge, 3m long.....	Number
(No) (d) Rain Gauge.....	Number
(e) Electronic Minimum and Maximum Thermometer.....	Number (No)

SECTION 8200: QUALITY CONTROL (SCHEME 1)

B8201 SCOPE

Add the following:

“Quality Control Scheme 1 shall be applicable to this contract.”

C3.3: PARTICULAR SPECIFICATIONS

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

PART C: ENVIRONMENTAL MANAGEMENT SPECIFICATION

PART E: OHSA 1993 HEALTH AND SAFETY SPECIFICATION

3.3 PARTICULAR SPECIFICATIONS

PART C: ENVIRONMENTAL MANAGEMENT SPECIFICATION

PART C: ENVIRONMENTAL MANAGEMENT SPECIFICATION

C.1 General

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

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

C.2 Training and Induction of Employees

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

C.3 Complaints Register and Environmental Incident Book

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

The following information must be recorded:

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

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

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

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

C.4 Site Cleanliness and Neatness

- Location of a construction camp is to be approved by the Employer's Agent and is to be restored to its previous condition after completion of construction.
- The construction camp should preferably be fenced with a 1.8m Bonnox fence or similar approved.
- All materials, equipment, plant and vehicles must be stored within the construction camp.
- A dedicated area must be made available for construction staff to change and store their personal belongings.

C.5 Access

- Access to existing roads, schools, buildings, shops and residential properties must not be impeded during construction.
- Access roads utilised by the Contractor must be maintained in good condition.

C.6 Borrow Pits

- Mining authorisations (permits) for borrow pits must be obtained from the Department of Minerals and Energy (DME) in consultation with the Department of Water Affairs and Forestry (DWAF).
- Spoil dumps resulting from borrow pits must not interfere with any natural surface drainage.
- Borrow pits must be rehabilitated after use in accordance with the requirements of DME and DWAF.

C.7 Dust Control / Air Quality

- Dust suppression measures must be implemented during construction by ensuring that all surfaces prone to dust generation are kept damp (e.g. use of water tanker).
- Ensure that vehicles and equipment are in good working condition and that emissions are not excessive.
- Special care must be taken in areas where the route passes close to schools and residential areas.
- The speed of construction vehicles must be reduced.

C.8 Fauna

- Contractors and subcontractors staff and workers may not chase, catch or kill animals encountered during construction.

C.9 Fire Prevention and Control

- Smoking is prohibited in the vicinity of flammable substances.
- The Contractor must ensure that fire-fighting equipment is available on site, particularly where flammable substances are being stored or used, and that construction staff are aware of where it is kept and how it is operated.
- Fires started for comfort (warmth) are prohibited, due to the risk of veld fires and risk to adjacent property owners' lands.

C.10 Grave Sites

- Gravesites in close proximity to the road must not be disturbed during construction.

C.11 Materials Handling and Spills Management

- Any hazardous materials to be used during construction (e.g. lime, fuel, paint, etc.,) are to be stored in a designated area at the campsite.
- The storage containers/facilities (including any diesel/petrol tanks) must be placed on an impermeable surface and surrounded by a bund wall, in order to ensure that accidental spillage does not pollute the environment.
- Workers must at all times be made aware of the health and safety risks associated with any hazardous substances used (e.g. smoking near fuel tanks), and must be provided with appropriate protective clothing/equipment in case of spillages or accidents.
- Ensure all staff and contractors undergo relevant training in the maintenance of equipment to prevent the accidental discharge or spill of fuel, oil, lubricants and other chemicals.
- Any spill of potentially hazardous materials must be cleaned up immediately (Potentially hazardous materials on site include paint, oil, grease, fuel, turpentine,

etc.,).

- The area of contaminated soil or spill must be deposited into the hazardous waste container(s).
- The Contractor should keep Peat Sorb or a similar absorbent on site to clean up any spills. The absorbent must be stored in a designated area and be available for inspection.
- All spills are to be recorded in the environmental incident book.

C.12 Noise

- Noise generating activities must be restricted to between 07h00 and 17h00 Monday to Friday, unless otherwise approved by the appropriate competent person in consultation with adjacent landowners/affected persons.
- All equipment, vehicles and machinery must be in good working condition and be equipped with sound mufflers if necessary.
- Construction staff must be trained and made aware of not creating unnecessary noise such as hooting and shouting.

C.13 Pollution Control

- Soil and water pollution through usage of fuel, oil, paint, bitumen or other hazardous substances must be avoided.
- All construction vehicles are to be maintained in good working order so as to prevent soil or water pollution from oil, fuel or other leaks, and to reduce noise pollution.

C.14 Rivers and Streams

- During construction of bridge structures, there must be no obstruction of the water flow of rivers and streams.
- Excavated material must not be stockpiled on or near riverbanks, in order to prevent sedimentation occurring.
- Erosion control measures must be employed both during and after construction.
- No impediments to natural surface water flow, other than approved erosion control measures, must occur.

C.15 Safety

- Safety measures, such as detour signs, must be implemented during construction to ensure the safety of workers, pedestrians and drivers/passengers in vehicles in the vicinity of construction work.
- Special care must be taken in the vicinity of schools to ensure the safety of children wishing to cross the road under construction.
- The relevant signage (e.g. speed control signs) must be erected alongside the road during the operation phase in order to control traffic.
- Accommodation must be made for pedestrian pathways alongside the road during the construction and operation phases.

C.16 Soil Management

- Storm water drainage pipes must be installed alongside the road in all areas susceptible to soil erosion.
- Erosion should be minimised by the construction of meadow drains and the planting of indigenous vegetation on the side slopes and drains to reduce flow velocity of storm water.
- Spoil from cuts may be used in existing erosion gullies.
- Stone pitching and gabions should be constructed at pipe culvert outlets.
- Accidental spills of contaminants onto the ground e.g. oil, concrete, fuel and chemicals should be removed together with the contaminated soil.
- If necessary an absorbent such as Peat Sorb should be used to aid in cleaning up the spill. The contaminated soil should be disposed of in an appropriate container, depending on its classification.
- Servicing and refuelling of vehicles must only be carried out at the construction camp.

C.17 Worker Conduct

Code of Conduct for Construction Personnel:

- Do not leave the construction site untidy and strewn with rubbish which will attract animal pests.
- Do not set fires.
- Do not cause any unnecessary, disturbing noise at the construction camp/site or at any designated worker collection/drop off points.
- Do not drive a construction-related vehicle under the influence of alcohol.
- Do not exceed the national speed limits on public roads or exceed the recommended speed limits on the site.
- Do not drive a vehicle which is generating excessive noise or gaseous pollution (noisy vehicles must be reported and repaired as soon as possible).
- Do not litter along the roadsides, including both the public and private roads.
- Do not pollute any water bodies (whether flowing or not).
- No member of the construction team is allowed to enter the areas outside the construction site.

C.18 Traffic Disturbances and Diversions

- Any traffic diversions must be undertaken with the approval of all relevant authorities and in accordance with all relevant legislation.
- Wherever possible, traffic diversion must only take place on existing disturbed areas and remain within the existing road reserve.
- Traffic diversion routes must be rehabilitated after use.

C.19 Vegetation

- Only vegetation falling directly on the route must be removed where necessary.
- Alien vegetation within the road reserve must be eradicated, and management measures must be implemented for future control of these species.
- Vegetation that has been removed from large areas (e.g. on traffic diversion routes) during construction must be replaced with indigenous vegetation after construction has been completed.

C.20 Waste Management

- All general, non-hazardous waste must be placed in a skip container and disposed of at a registered waste disposal site.
- The Contractor is to ensure that the portable toilet facilities at the campsite are properly maintained and in working order.
- No disposal, or leakage, of sewage must occur on or near the site.
- All hazardous waste (e.g. oil, paint, empty lime bags, contaminated wash water, etc.) must be stored in leakproof containers and disposed of at a registered hazardous waste disposal site.
- The contents of waste storage containers must, under no circumstances, be emptied to the surrounding area. In general, littering, discarding or burying of any materials is not allowed on site or along the route.
- Adequate waste receptacles must be available at strategic points around the construction camp and site for all domestic refuse and to minimise the occurrence of littering.
- Concrete rubble must be collected and disposed of as directed by the Employer's Agent.
- Each working area must be cleared of litter and building waste (e.g. rubble, wood, concrete packets, etc.) on completion of the day's work.
- Any spill around the container(s) should be treated as per Section C.11 and C.16.

C3.3 PARTICULAR SPECIFICATIONS

PART E: OHS 1993 HEALTH AND SAFETY SPECIFICATION

PART E: OHSA 1993 HEALTH AND SAFETY SPECIFICATION

E1. SCOPE

This specification covers the health and safety requirements to be met by the Contractor to ensure a continued safe and healthy working environment for all employees, subcontractors, the Employer, the Employer's Agent, inspectors and all other persons entering the site of works.

This specification shall be read in conjunction with the Occupational Health and Safety Act (Act No 85 and amendment Act No 181) 1993 and the corresponding Construction Regulations 2014, and all other safety codes and specifications referred to in the said Act and Construction Regulations.

In terms of the OHSA Agreement in Section C1.4 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 for compliance with all provisions of OHSA 1993 and the Construction Regulations 2014.

This specification and the Contractor's own Health and Safety Plan as well as the Construction Regulations 2014, shall be displayed on site or made available for inspection by inspectors, the Employer, the Employer's Agent, subcontractors, employees, representatives of trade unions and any other persons entering the site of works.

E1.1 Information based on the Employer's baseline risk assessment

The information presented in this subclause E1.1 is based on the Employer's baseline risk assessment prepared specifically for this contract.

This information describes the type of work required in terms of this contract that will be accompanied by dangers, hazards and risks which the Contractor shall be required to identify, analyse, manage, monitor and review in terms of the Health and Safety Plan and risk assessments.

This information is neither prescriptive nor exhaustive, and is provided as a guideline to Tenderers in preparing their tender submissions, and to the successful Contractor as a basis for the preparation of the site specific risk assessments to be performed by the Contractor in terms of Construction Regulation 9.

Tenderers shall make their own assessment of the dangers, hazards and risks that can be expected during the course of this contract, which may include dangers, hazards and risks not identified in the baseline risk assessment, including those that may arise from specific methods of construction employed by the Contractor, and shall make due allowance in their tendered rates and prices for all costs related to complying with the provisions of the Act and Construction Regulations.

This information is given in good faith for the guidance of Tenderers, and no additional payment shall be made as a result of any inaccuracies, discrepancies or omissions contained therein.

E2. DEFINITIONS

For the purpose of this contract the following shall apply:

- (a) **Employer** where used in the contract documents and in this specification, means the Employer as defined in the General Conditions of Contract 2015 and it shall have the exact same meaning as "**client**" as defined in the Construction Regulations 2014. "**Employer**" and "**client**" are therefore interchangeable and shall be read in the context of the relevant document.

- (b) “**Contractor**” wherever used in the contract documents and in this specification, shall have the same meaning as “**Contractor**” as defined in the General Conditions of Contract 2015.

In this specification the terms “**principal contractor**” and “**contractor**” are replaced with “**Contractor**” and “**subcontractor**” respectively.

For the purpose of this contract the **Contractor** will, in terms of OHSA 1993, be the mandatory, without derogating from his status as an employer in his own right.

- (c) “**Employer’s Agent**” where used in this specification, means the Employer’s Agent as defined in the General Conditions of Contract 2015. In terms of the Construction Regulations the Employer’s Agent may act as agent on behalf of the Employer (the client as defined in the Construction Regulations).

E3. TENDERS

This Health and Safety Specification forms an integral part of the Contract and Tenderers are required to use it during the tender phase for pricing the preparation of a project specific Health and Safety Plan prior to commencing any work and for pricing the costs of ensuring compliance thereto during construction. Tenderers must forward a copy of this Specification to all other persons or organisations that may be submitting prices to the Tenderer during the tender stage to enable them to include the cost of preparing their own Health and Safety Plan, relevant to their particular operation, and for compliance with the health and safety requirements during construction. Payment items are included in the Schedule of Quantities for compliance with the Occupational Health and Safety Act and Construction Regulations and with this Specification.

Tenderers are required to complete Form J ‘Contractor’s Health and Safety Declaration’ in section T2.2 ‘Returnable Schedules’.

Failure to submit the foregoing with his tender and/or to provide realistic rates for relevant payment items will lead to the conclusion that the Contractor will not be able to carry out the work under the contract safely, in accordance with the Act and Construction Regulations and his tender shall be deemed non-responsive.

E4. NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK

Where the contract meets the requirements of Construction Regulation 4, the Contractor shall, before commencement of the work and in accordance with the requirements of Regulation 4, notify the Provincial Director of the Department of Labour of the intention to carry out the construction work, using the pro forma form included as Annexure 2 to this Health and Safety Specification.

A copy of the notification form must be kept on site, available for inspection by inspectors, the Employer, the Employer’s Agent, subcontractors, employees, representative trade unions and any other persons on the site. A copy of the notification form shall also be kept on the health and safety file, and a further copy shall be forwarded to the Employer for his records.

E5. HEALTH AND SAFETY PLAN

Before commencement of any construction work, the Contractor shall prepare a project specific Health and Safety Plan complying with the requirements of Construction Regulation 7(1)(a) and this Health and Safety Specification.

The Health and Safety Plan must include a risk assessment performed and recorded in writing by a competent person as required in terms of Construction Regulation 9. 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 and applicable safe work procedures to mitigate, reduce or control the risks and hazards

identified.

The Health and Safety Plan shall be available on site for inspection by inspectors, the Employer, the Employer's Agent, subcontractors, employees, representative trade unions, and health and safety representatives and committee members, and must be monitored and reviewed periodically by the Contractor.

E6. APPOINTMENT OF EMPLOYEES AND SUBCONTRACTORS

E6.1 Appointments

The Contractor shall appoint in writing all employees.

The Contractor shall appoint in writing all subcontractors, and such appointments shall be in compliance with the requirements of Construction Regulation 7.

E6.2 Health and safety induction training

No person shall be allowed or permitted to enter the site of the works unless such person has undergone health and safety induction training pertaining to the hazards prevalent on the site.

The Contractor shall ensure that all employees under his control, including subcontractors and their employees, undergo health and safety induction training by a competent person before commencement of construction work in compliance with Construction Regulations 7(5) and 9(3) and (4).

The Contractor shall ensure that all visitors to the construction site undergo health and safety induction and are provided with the necessary personal protective equipment in compliance with Construction Regulation 7(6).

E6.3 Medical certificate of fitness

The Contractor shall ensure that every employee, including subcontractors and their employees, has a valid medical certificate of fitness issued in compliance with Construction Regulation 7(1)(g) or 7(8) as applicable.

E7. APPOINTMENT OF SAFETY PERSONNEL

E7.1 Construction manager

Refer to Construction Regulation 8(1), (2), (3) and (4).

The Contractor shall appoint a full-time **Construction Manager** with the duty of managing all the construction work on the site, including the duty of ensuring occupational health and safety compliance.

The Contractor may also have to appoint one or more **assistant construction managers** to assist the Construction Manager where justified by the scope and complexity of the works.

E7.2 Construction health and safety officer

Refer to Construction Regulation 8(5) and (6).

Taking into consideration the size of the project and the dangers, hazards or risks that can be expected, the Contractor shall appoint in writing a full-time or part-time **construction health and safety officer** to assist in the control of all health and safety related aspects on the site. The construction health and safety officer shall be registered as required by the Chief Inspector of the Department of Labour and shall have the necessary competence and resources to perform his/her duties diligently.

E7.3 Construction supervisor

Refer to Construction Regulation 8(7), (8), (9) and (10).

The Contractor shall appoint a **construction superintendent** responsible for construction activities and ensuring occupational health and safety compliance on the construction site.

The Contractor may also have to appoint one or more competent employees to assist the construction superintendent where justified by the scope and complexity of the works.

E7.4 Health and safety representatives

In terms of **Sections 17 and 18 of the Act (OHSA 1993)** the Contractor, being the employer in terms of the Act for the execution of the contract, shall appoint a **health and safety representative** whenever he has more than 20 employees in his employment on the site of the works. The health and safety representative must be selected from employees who are employed in a full-time capacity at a specific workplace.

The number of health and safety representatives for a workplace shall be at least one for every 50 employees.

The function of health and safety representative(s) will be to review the effectiveness of health and safety measures, to identify potential hazards and major incidents, to examine causes of incidents (in collaboration with his employer, the Contractor), to investigate complaints by employees relating to health and safety at work, to make representations to the employer (Contractor) or inspector on general matters affecting the health and safety of employees, to inspect the workplace, plant, machinery, etc. on a regular basis, to participate in consultations with inspectors and to attend meetings of the health and safety committee.

E7.5 Health and safety committee

In terms of Section **19 of the Act (OHSA 1993)**, the Contractor (as employer) shall establish one or more **health and safety committee(s)** where there are two or more health and safety representatives at a workplace. The persons selected by the Contractor to serve on the committee shall be designated in writing.

The function of the health and safety committee shall be to hold meetings at regular intervals but at least once every three months, to review the health and safety measures on the contract, to discuss incidents related to health and safety with the Contractor and the inspector, to make recommendations regarding health and safety to the Contractor and to keep record of recommendations and reports made by the committee.

E7.6 Competent persons

The Contractor shall appoint in writing designated competent employees and/or other competent persons as required by the Act and Regulations. Such appointments shall be in accordance with the relevant applicable sections of the Act and Regulations as determined by the requirements of the contract.

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 in 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 for compliance with **all** requirements of the Construction Regulations.

E8. RECORDS AND REGISTERS

The Contractor is bound to keep records and registers related to health and safety on site as required by the relevant applicable sections of the Act and Regulations as determined by the requirements of the contract. Such records and registers shall be available for periodic

inspection by inspectors, the Employer, the Employer's Agent, subcontractors, employees and representatives of trade unions.

E9. CONTRACTOR'S RESPONSIBILITIES

For this contract the Contractor will be the mandatary of the Employer (Client), as defined in the Act (OHSA 1993), which means that the Contractor has the status of employer in his own right in respect of the contract. The Contractor is therefore responsible for all the duties and obligations of an employer as set out in the Act (OHSA 1993) and the Construction Regulations 2014.

Before commencement of work under the contract, the Contractor shall enter into an agreement with the Employer (Client) in terms of C1.4 'Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993', to confirm his status as mandatary (employer) for the contract under consideration.

The Contractor is advised in his own interest to make a careful study of the Act and the Construction Regulations as ignorance of the Act and the Regulations will not be accepted in any proceedings related to non-conformance to the Act and the Regulations.

E10. MEASUREMENT AND PAYMENT

It is a condition of this contract that contractors who submit tenders for this contract shall make provision in their various tendered rates and prices for all costs related to the health and safety measures required in terms of the Act and Regulations during the construction process.

(a) Safety appointments

No separate additional payment will be made to cover the costs related to persons appointed as required in terms of the Act and Regulations to fulfil the various health and safety functions. Such persons include the Construction Manager, any assistant construction managers, the construction health and safety officer, the construction superintendent, any assistant construction superintendents, health and safety representatives, health and safety committee members and competent persons, all as referred to in subclauses E7.1 to E7.6 above. The Contractor shall therefore make provision in the various tendered rates and prices for all costs related to such persons.

(b) Records and registers

The keeping of records and registers related to health and safety on site as described in clause E8 above shall be regarded as a normal duty of the Contractor for which payment shall be deemed to be included in the Contractor's various tendered rates and prices, and for which no separate additional payment will be made except to the extent provided in item B13.02 of the Schedule of Quantities.

(c) Medical certificates

No separate additional payment will be made to cover the costs related to obtaining the medical certificates of fitness required for every employee, including subcontractors and their employees, issued in compliance with Construction Regulation 7(1)(g) or 7(8) as applicable. The Contractor shall therefore make provision in the various tendered rates and prices for all costs related to such medical certificates.

HAZARDOUS TASK IDENTIFICATION (HTI)					
Ser no:	INFORMATION REQUIRED	DETAILS	SIGNATURE	Key Table	
1	Name of contract:			0=	NONE
2	Date prepared:			1=	LOW
3	Prepared by:			2=	MEDIUM
4	Name of person approving:			3=	HIGH

ANNEXURE C (Risk Assessment)


ANNEXURE C (Risk Assessment)

RISK ASSESSMENT											
TASK / ACTIVITY NAME:										AREA:	
Ser No.	Task Steps	Risks identified	A	B	C	D	Rating	SWP Required	Immediate Action Required	Safe Working Procedure	
			Probability	Severity	Frequency	Risk Score					
1			4	4	6	14	HIGH RISK	✓			
2			6	6	6	18	HIGH RISK	✓			
3			4	4	6	14	HIGH RISK	✓			
4											
5											
6											
7											
8											
9											
10											
11											
12											
13											
14											
15											
16											
17											
18											
19											

Methods Used to Minimise Risk		Most Critical Hazards		Control Methods		RA Committee	
Engineering Risk Out	<input type="checkbox"/>	Fatigue	<input type="checkbox"/>	PPE Selection	<input type="checkbox"/>	Codes of Practice	<input type="checkbox"/>
Use of Specialized PPE	<input type="checkbox"/>	Speed	<input type="checkbox"/>	PPE Issue Records	<input type="checkbox"/>	Supervisory Controls	<input type="checkbox"/>
Introduce Specialized Controls	<input type="checkbox"/>	Engine Failure	<input type="checkbox"/>	Signs at Area of Use	<input type="checkbox"/>	Training of Personnel	<input type="checkbox"/>
Training	<input type="checkbox"/>		<input type="checkbox"/>	Safety Talks	<input type="checkbox"/>	Training Records	<input type="checkbox"/>
	<input type="checkbox"/>		<input type="checkbox"/>	Safe Work Procedures	<input type="checkbox"/>		<input type="checkbox"/>
	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	Approved:	Sign:
	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		

A		B		C		D	
Probability an accident may occur		Severity		Hazard Frequency		Risk Score / Criticality	
6	Inevitable	6	Fatal and Permanent Dis	6	Arises every shift	14 to 18	High Risk
4	Probable	4	DLTI (50 000 - 499 999)	4	Arises every week	8 to 13	Medium Risk
2	Highly improbable	2	Medical Case (10 000 - 49	2	Arises every month	0 to 7	Low risk
0	No injury / loss	0	First Aid Case	0	Arises every year		


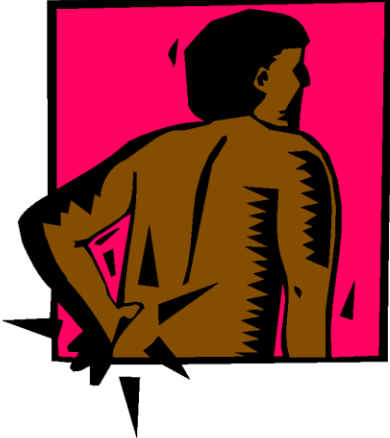
		Severity					
		6	4	2	0		
Probability	6	18	16	14	12	6	Frequency
	4	16	12	10	8	4	
	2	10	8	6	4	2	
	0	6	4	2	0	0	




Initials: _____

ANNEXURE F (Audit Schedule)

TOOLBOX TALKS			
TALK NO:	16	DATE:	
TALK TOPIC:	LIFTING MATERIALS BY HAND	SITE:	
TALK PRESENTED BY:			







Lift correctly

TALK CONTENT / DISCUSSION	
<p style="text-align: center;">HOW DO I LIFT EQUIPMENT SAFELY WITHOUT INJURING MY BACK?</p> <ol style="list-style-type: none"> 1. Stoop and bend the knees. 2. Keep your back straight. 3. Lift using the leg muscles. 4. Push upward with the load. 5. If the load is on a table, slide the load to the edge until you can get a firm grip under the load, and then proceed to lift as above. 6. If the load requires two or more persons to lift, then ensure the load is lifted on one side first and then the other, Ensure someone gives the command to lift so the lift occurs simultaneously. 7. Where it is practical to use a trolley, do so as it will safe guard against unnecessary injury. 	

ATTENDANCE			
NAME:	SIGN:		NAME:

SAFETY INDUCTION		
OHS Act 85 of 1993 Sections 8 & 14		
Requirements: Every employer is required to take all reasonable measures to ensure that the requirements of the OHS Act, and regulations are observed. The general duties of employees are to carry out lawful instructions and to obey the Company's safety rules and procedures prepared in accordance with the provisions of the Act and Regulations. For this process to begin and to be formalized it is necessary for all employees to be formally inducted into the safety procedures and the completion thereof, formally acknowledged by both employer and employee.		
ITEM COVERED	DONE YES/NO	REMARKS
Explain Company Policy / Site Safety Rules Provide copies of same		
Explain Section 14 of the Act		
Explain the use of Personal protective Equipment and procedures. Re: Issuing and maintenance		
Explain the meaning of symbolic signs		
Explain the procedure in the event of injury		
Explain the use of facilities and toilets		
Explain the danger of moving machinery. (DUMPER, MIXER, SKILLSAW, GRINDER Etc.)		
Explain the danger of hazardous substances (PETROL, DIESEL, OIL, GAS, PAINT Etc.)		
Explain specific Job Duties and Requirements		
Introduce : Supervisor, safety Representatives, First Aider		
<i>This confirms that the above named acknowledges that he/she has been instructed in the safety items listed above and has received the necessary protective clothing / equipment to use in the performance of his/her work.</i>		
<u>INDUCTION OFFICER / TRAINER</u>		
Signature	Designation	Date
<u>ACCEPTANCE</u>		
I, _____ hereby acknowledge receipt of and accept and understand the requirements of this induction.		
Signature	Designation	Date
		

SCHEDULE A

NOTIFICATION OF CONSTRUCTION WORK
Regulation 4 of the Construction Regulations, 2014

1. (a) Name and postal address of principal Contractor:

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

- (b) Name and telephone number of principal Contractor's contact person:

.....
.....

2. Principal Contractor's compensation registration number:

.....

3. (a) Name and postal address of Client:

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

- (b) Name and telephone number of Client's contact person or agent:

.....
.....

4. (a) Name and postal address of designer(s) for the project:

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

- (b) Name and telephone number of designer's contact person:

.....
.....

5. Name and telephone number of principal Contractor's construction supervisor on site appointed in terms of regulations 8 (1):

.....
.....

6. Name/s of principal Contractor's sub-ordinate supervisors on site appointed in terms of regulation 8 (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:

Total: Male: Female:

12. Planned number of Contractors on the construction site accountable to principal Contractor:

.....

13. Name(s) of Contractors already selected:

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

.....
Principal Contractor

.....
Date

.....
Client's Agent (where applicable)

.....
Date

.....
Client

.....
Date

- *This document is to be forwarded to the Office of the Department of Labour **prior to commencement of work** on site.*

SCHEDULE B

FORM OHS1: OCCUPATIONAL HEALTH AND SAFETY

1. HEALTH AND SAFETY POLICY

- (a) Can a copy of current health and safety policy including procedures for risk assessment be supplied. Yes ☐ No ☐
- (b) Please give full reasons, on a separate sheet, if the health and safety policy cannot be provided

2. HEALTH AND SAFETY ADVICE

Do you

- (a) Employ a full time health and safety advisor? Yes ☐ No ☐
- (b) Use the services of a health and safety consultant? Yes ☐ No ☐
- (c) Have access to the services of a health and safety group? Yes ☐ No ☐

3. ACCIDENT AND INCIDENT STATISTICS

- (a) Have any dangerous occurrences been reported within the last three years? Yes ☐ No ☐
If Yes, please give brief details:
- (b) Has any employee or persons under your control been fatally injured at work within the last three years? Yes ☐ No ☐
If Yes, please give brief details:

BIDDER:

SCHEDULE C

FORM OHS2: OCCUPATIONAL HEALTH AND SAFETY:
STATEMENT BY CONTRACTOR

I, duly authorised to represent
.....
(company name)

in my capacity as
hereby confirm that I accept full and exclusive responsibility for compliance by myself and all persons
who perform work for me with the provisions of the Occupational Health and Safety Act, No. 85 of 1993
(as amended) and all regulations promulgated from time to time, whilst performing work on
.....

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

I confirm that all employees who perform work on the site shall be properly trained to do this in a manner
which is safe and without risk to health and safety to themselves and others in the vicinity and undertake
to have our activities adequately supervised in the interest of health and safety.

BIDDER:

SCHEDULE D
RECORDS TO BE KEPT ON SITE

ITEM	CR	RECORD TO BE KEPT	RESPONSIBLE PERSON
1	3(3)	Notification to Provincial Director – Schedule A Available on site	Principal Contractor
2.	4(3)	Copy of Principal Contractor's Health & Safety Plan Available on request	Client (Consultant)
3.	5(6)	Copy of Principal Contractor's Health & Safety Plan As well as each Contractor's Health & Safety Plan Available on request	Principal Contractor
4.	5(7)	Health & Safety File opened and kept on site (including all documentation-required i.t.o. OHSA & Regulations Available on request	Contractor
5.	5(8)	Consolidated Health & Safety File handed to Client on completion of Construction work. To include all documentation required i.t.o. OHSA & Regulations and records of all drawings, designs, materials used and similar information on the structure.	Principal Contractor
6.	5(9)	Comprehensive and Updated List of all Contractors on site, the agreements between the parties and the work being done Included in Health & Safety file and available on request	Principal Contractor
7.	6(7)	Keep record on the Health & safety File of the input by Construction Safety Officer [CR 6 (6)] at design stage or on the Health & Safety Plan	Contractor
8.	7(2)	Risk Assessment Available on site for inspection	Contractor
9.	7(9)	Proof of Health & Safety Induction Training	Every Employee on site
10.	8(3)	Construction Supervisor [CR 6 (1)] has latest updated version of Fall Protection Plan [CR 8 (1)]	Contractor
11.	9(2)(b)	Inform Contractor in writing of dangers and hazards relating to construction work	Designer of Structure
12.	9(3)	All drawings pertaining to the design of structure On site available for inspection	Contractor
13.	9(4)	Record of inspection of the structure [First 2 years – once every 6 months, thereafter yearly]	Owner of Structure
14.	9(5)	Maintenance records – safety of structure Available on request	Owner of Structure
15.	10(1)(d)	Drawings pertaining to the design of formwork/support work structure Kept on site, available on request	Contractor
16.	11(3)(h)	Record of excavation inspection On site available on request	Contractor
17.	15(11)	Suspended Platform inspection and performance test records Kept on site available on request	Contractor
18.	17(8)(c)	Material Hoist daily inspection entered and signed in record book kept on the premises	Contractor
19.	17(8)(d)	Maintenance records for Material Hoist Available on site	Contractor
20.	18(9)	Records of Batch Plant maintenance and repairs On site available for inspection	Contractor
21.	19(2)(g)(ii)	Issuing and collection of cartridges and nails or studs (Explosive Powered Tools) recorded in register – recipient signed for receipt as well as return	Contractor
22.	21(1)(d)	Findings of daily inspections (prior to use) of Construction Vehicles and Mobile Plant	Contractor
23.	22(d)	Record of temporary electrical installation inspections [once a week] and electrical machinery [daily before use] in a register and kept on site	Contractor

C3.3: PARTICULAR SPECIFICATIONS

SCHEDULE E

OCCUPATIONAL HEALTH AND SAFETY: AUDIT SYSTEM

1. ADMINISTRATIVE & LEGAL REQUIREMENTS

Section/ Regulation	Subject	Requirements	1.1.1.2 Yes/No
Construction. Regulation 3	Notice of carrying out Construction work	Department of Labour notified Copy of Notice available on Site	
General Admin. Regulation 3	Copy of OH&S Act (Act 85 of 1993)	Updated copy of Act & Regulations on site Readily available for perusal by employees	
COID Act Section 80	Registration with Compens. Insurer	Written proof of registration / Letter of good standing available on Site	
Construction. Regulation 4 & 5(1)	OH&S Specification & Plan	H&S Specification received from Client OH&S plan developed: Updated regularly	
Section 8(2)(d) and Construction. Regulation 6	Hazard Identification & Risk Assessment	Hazard Identification carried out/Recorded Risk Assessment and Plan drawn up/Updated Risk Assessment Plan available on Site Employees/Subcontractors informed/trained	
Section 16(2)	Assigned duties (Managers)	Responsibility of complying with the OH&S Act assigned to other person/s by CEO.	
Construction. Regulation 5(2)	Designation of Person Responsible on Site	Competent person appointed in writing as Construction Supervisor	
Construction. Regulation 5(5)(a)	Designation of Subordinate Person	Competent person appointed in writing as Sub-ordinate Construction Supervisor	
Section 17 & 18	Designation of Occupational Health & Safety Representatives	More than 20 employees - one OH&S Representative, one additional OH&S Rep. for each 50 employees or part thereof. Designation in writing, period and area of responsibility specified. Meaningful OH&S Rep. reports. Reports actioned by Management.	
Section 19 & 20	Occupational Health & Safety Committee/s	OH&S Committee/s established. Members appointed in writing. Meetings held monthly. Minutes kept. Actioned by Management.	
Section 37	Agreement with Mandataries (Subcontractors)	Written agreement with Subcontractors. List of Subcontractors displayed. Proof of Registration with Compensation Insurer/Letter of Good Standing Construction Work Supervisor designated Written arrangements concerning OH&S Reps & OH&S Committee Written arrangements regarding First Aid	
Construction. Regulation 7	Fall Prevention & Protection	Competent person appointed to draw up and supervise the Fall Protection Plan Proof of appointees competence available on Site Risk Assessment carried out for work at heights Fall Protection Plan drawn up/updated Available on Site	

C3.3: PARTICULAR SPECIFICATIONS

Section/ Regulation	Subject	Requirements	1.1.1.2 Yes/No
Construction. Regulation 8	Roof work	Competent person appointed to plan & supervise Roof work. Proof of appointees competence available on Site Risk Assessment carried out Roof work Plan drawn up/updated Roof work inspect before each shift. Inspection register kept Employees medically examined for physical & psychological fitness. Written proof available	
Construction. Regulation 9	Structures	Information re. the structure being erected received from the Designer including: - geo-science technical report where relevant - the design loading of the structure - the methods & sequence of construction - anticipated dangers / hazards / special Measures to construct safely Risk Assessment carried out Method statement drawn up All above available on Site Structures inspected before each shift. Inspections register kept	
Construction. Regulation 10	Formwork & Support work	Competent person appointed in writing to supervise erection, maintenance, use and dismantling of Support & Formwork Design drawings available on site Risk Assessment carried out Support & Formwork inspected: - before use/inspection - before pouring of concrete - weekly whilst in place - before stripping/dismantling. Inspection register kept	
Construction. Regulation 11	Scaffolding	Competent persons appointed in writing to: - erect scaffolding (Scaffold Erector/s) - act as Scaffold Team Leaders - inspect Scaffolding weekly and after inclement weather (Scaffold Inspector/s) Written Proof of Competence of above appointees available on Site Copy of SABS 085 available on Site Risk Assessment carried out Inspected weekly/after bad weather. Inspection register/s kept	
Construction. Regulation 12	Suspended Scaffolding	Competent persons appointed in writing to: - erect Susp.scaffolding (Scaffold Erector/s) - act as Susp.Scaffold Team Leaders - inspect Susp.Scaffolding weekly and after inclement weather (Scaffold Inspector/s) Risk Assessment conducted Certificate of Authorization issued by a registered professional Engineer available on Site/copy forwarded to the Department of Labour The following inspections of the whole installation carried out by a competent person - after erection and before use	

C3.3: PARTICULAR SPECIFICATIONS

Section/ Regulation	Subject	Requirements	1.1.1.2 Yes/No
		<ul style="list-style-type: none"> - daily prior to use. Inspection register kept The following tests to be conducted by a competent person: <ul style="list-style-type: none"> - load test of whole installation and working parts every 12 months - hoisting ropes/hooks/load attaching devices quarterly. Tests log book kept Employees working on Susp.Scaffold medically examined for physical & psychological fitness. Written proof available	
Construction. Regulation 13	Excavations	Competent person/s appointed in writing to supervise and inspect excavation work Written Proof of Competence of above appointee/s available on Site Risk Assessment carried out Inspected: <ul style="list-style-type: none"> - before every shift - after any blasting - after an unexpected fall of ground - after any substantial damage to the shoring - after rain. Inspections register kept Method statement developed where explosives will be/ are used	
Construction. Regulation 14	Demolition Work	Competent person/s appointed in writing to supervise and control Demolition work Written Proof of Competence of above appointee/s available on Site Risk Assessment carried out Engineering survey and Method Statement available on Site Inspections to prevent premature collapse-e carried out by competent person before each shift. Inspection register kept	
Construction. Regulation 16	Materials Hoist	Competent person appointed in writing to inspect the Material Hoist Written Proof of Competence of above appointee available on Site. Materials Hoist to be inspected weekly by a competent person. Inspections register kept.	
Construction. Regulation 17	Caissons & Cofferdams	Competent person appointed in writing to supervise, control & inspect the construction, installation/dismantling of caissons/coffer dams Written Proof of Competence of above appointee available on Site Risk Assessment carried out To be inspected daily by a competent person. Inspections register kept	
Construction. Regulation 18	Explosive Powered Tools	Competent person appointed to control the issue of the Explosive Powered Tools & cartridges and the service, maintenance and cleaning. Register kept of above Empty cartridge cases/nails/fixing bolts returns recorded Cleaned daily after use	

C3.3: PARTICULAR SPECIFICATIONS

Section/ Regulation	Subject	Requirements	1.1.1.2 Yes/No
Construction. Regulation 19	Batch Plants	Competent person appointed to control the operation of the Batch Plant and the service, maintenance and cleaning. Register kept of above Risk Assessment carried out Batch Plant to be inspected weekly by a competent person. Inspections register kept	
Construction. Regulation 20/ Mine Health & Safety Act (29 of 1996)	Tunnelling	Complying with Mines Health & Safety Act (29 of 1996) Risk Assessment carried out	
Construction. Regulation 21/ Driven Machinery Regulations 18 & 19	Cranes & Lifting Machines Equipment	Competent person appointed in writing to inspect Cranes, Lifting Machines & Equipment Written Proof of Competence of above appointee available on Site. Cranes & Lifting tackle identified/numbered Register kept for Lifting Tackle Log Book kept for each individual Crane Inspection: - All cranes - daily by operator - Tower Crane/s - after erection/6monthly - Other cranes - annually by comp. person - Lifting tackle(slings/ropes/chain slings etc.) - 3 monthly Risk Assessment carried out	
Construction. Regulation 22/Electrical Machinery Regulations 9 & 10/Electrical Installation Regulations	Inspection & Maintenance of Electrical Installation & Equipment (including portable electrical tools)	Competent person appointed in writing to inspect/test the installation and equipment. Written Proof of Competence of above appointee available on Site. Inspections: - Electrical Installation & equipment inspected after installation, after alterations and quarterly. Inspection Registers kept Portable electric tools and -lights and extension leads identified/numbered. Monthly visual inspection by User/Issuer/Store man. Register kept.	
Construction. Regulation 2 Diving Regulations	Water Environments	Competent person appointed in writing to supervise diving operations and ensure maintenance, statutory inspection and testing by an Approved Inspection Authority of equipment used Written Proof of Competence of above appointee available on Site Proof of registration of all divers present on site available Risk Assessment carried out Diving Manual produced. Available on Site Record of Voice Communications kept Diving Operations record kept Each Diver keeps- a personal logbook. Entries countersigned by the Diving Supervisor Decompression tables available on Site Records of any Decompression illness kept	

C3.3: PARTICULAR SPECIFICATIONS

Section/ Regulation	Subject	Requirements	1.1.1.2 Yes/No
		Certificate of Manufacture of any Compression Chamber or Diving Bell in use available on Site	
Construction. Regulation 30/ General Safety Regulation 8(1)(a)	Designation of Stacking & Storage Supervisor.	Competent Person/s with specific knowledge and experience designated to supervise all Stacking & Storage Written Proof of Competence of above appointee available on Site	
Construction. Regulation 31/ Environmental Regulation 9	Designation of a Person to Co-ordinate Emergency Planning And Fire Protection	Person/s with specific knowledge and experience designated to co-ordinate emergency contingency planning and execution and fire prevention measures Emergency Evacuation Plan developed: - Drilled/Practised - Plan & Records of Drills/Practices available on Site Fire Risk Assessment carried out All Fire Extinguishing Equipment identified and on <i>register</i> . Inspected weekly. Inspection Register kept Serviced annually	
Construction. Regulation 32/ General Safety Regulation 3	First Aid	Every workplace provided with sufficient number of First Aid boxes. (Required where 5 persons or more are employed) First Aid freely available Equipment as per the list in the OH&S Act. One qualified First Aider appointed for every 50 employees. (Required where more than 10 persons are employed) List of First Aiders and Certificates Name of person/s in charge of First Aid box/es displayed. Location of F/Aid box/es clearly indicated. Signs instructing employees to report all Injuries/illness including first aid injuries	
Construction. Regulation 33/ General Safety Regulation 2	Personal Safety Equipment (PS-E)	PS-E Risk Assessment carried out Items of PS-E prescribed/use enforced Records of Issue kept Undertaking by Employee to use/wear PS-E	
Construction. Regulation 34/ General Safety Regulation 9	*Inspection & Use of Welding/Flame Cutting Equipment	Competent Person/s with specific knowledge and experience designated to Inspect Electric Arc, Gas Welding and Flame Cutting Equipment Written Proof of Competence of above appointee available on Site Equipment identified/numbered and entered into a register Equipment inspected monthly. Inspection Register kept	
Construction. Regulation 35/ Hazardous Chemical Substances (HCS)	*Control of Storage & Usage of HCS	Competent Person/s with specific knowledge and experience designated to Control the Storage & Usage of HCS Written Proof of Competence of above appointee available on Site Risk Assessment carried out Register of HCS kept/used on Site	

C3.3: PARTICULAR SPECIFICATIONS

Section/ Regulation	Subject	Requirements	1.1.1.2 Yes/No
Construction. Regulation 36/Vessels under Pressure Regulations	Vessels under Pressure (VUP)	Competent Person/s with specific knowledge and experience designated to supervise the use, storage, maintenance, statutory inspections & testing of VUP's Written Proof of Competence of above appointee available on Site Risk Assessment carried out Certificates of Manufacture available on Site Register of VUP's on Site Inspections & Testing by Approved Inspection Authority (AIA): - after installation/re-erection or repairs - every 36 months. - Register/Log kept of inspections, tests. Modifications & repair	
Construction. Regulation 37	Construction Vehicles & Earth Moving Equipment	Operators/Drivers appointed to: - Carry out a daily inspection prior to use - Drive the vehicle/plant that he/she is competent to operate/drive Written Proof of Competence of above appointee available on Site Record of Daily inspections kept	
Construction. Regulation 38/ General Safety Regulation 13D	Inspection of Ladders	Competent person appointed in writing to inspect Ladders Ladders inspected at arrival on site and monthly there after. Inspections register kept	
Construction. Regulation 39/ General Safety Regulation 13B	Ramps-	Competent person appointed in writing to Supervise the erection & inspection of Ramps-. Inspection register kept	

PART F: PREFERENTIAL PROCUREMENT SPECIFICATION

PARTICIPATION AND CONDITIONS PERTAINING TO TARGETED PROCUREMENT AND BLACK ECONOMIC EMPOWERMENT

The NQUTHU LOCAL MUNICIPALITY has committed itself to the following with respect to all procurement dealings:

The NQUTHU LOCAL MUNICIPALITY's Supply Chain Management Policy in terms of section 111 of the Local Government Municipality Finance Management Act (Act No. 56 of 2003)

C3.3: PARTICULAR SPECIFICATIONS

C3.4: SITE INFORMATION

C3.4: SITE INFORMATION

C3.4.1: CONDITIONS ON SITE

C3.4.1.1 Nature of Ground

The Bidder will be permitted to excavate trial holes in the area of the works at his own expense provided that they are properly safeguarded and reinstated. Should the Bidder wish to excavate his own trial holes; he shall first ascertain, in conjunction with the Engineer, the position of any underground services, which may exist in the area. The Bidder shall indemnify the Municipality against the cost of repairing any underground services damaged by the Bidder or his agents, while carrying out such excavations.

C3.4.1.2 Spoil Material

No indiscriminate spoiling of material will be allowed. All unsuitable or surplus material shall be spoiled off site to a spoil site/municipal dump, chosen by the Contractor.

C3.4.1.3 Finishing – off the Site

The site shall be finished-off in accordance with the specifications as well as to the requirements of all applicable environmental standards.

C3.4.1.4 Existing Services

Although every effort has been made to depict existing services (water mains, electric cables, telephone cables etc.), as accurately as possible on the contract drawings, insofar as they are known, variations do arise and the Contractor shall exercise extreme care when working in the area. Items have been allowed in the Schedule of Quantities for dealing with and protecting services. The Contractor shall take whatever precautions are required to protect these services from damage during the period of the Contract.

C3.4.1.5 Proving of Underground Services

It is stressed that all services in a particular area must be proven before commencing work in that area. Insofar as bulk earthworks are concerned, where services are indicated on the drawings or where from site observations can reasonably be expected that such services are likely to exist where excavations are to take place, the Contractor shall without instructions from the Engineer carefully excavate by hand to expose and prove their positions.

When a service is not located in its expected position the Contractor shall immediately report such circumstances to the Engineer who will decide what further searching or other necessary action is to be carried out and shall instruct the Contractor accordingly.

Should any service be damaged by the Contractor in carrying out the works, and should it be found that the procedure laid down in this clause has not been followed than all costs in connection with the repair of service will be to the Contractors account. Proving of services shall be completed at least two weeks in advance of the actual programmed date for commencing work in the area. The position of these services located must be co-ordinated and levelled by the Contractor, and the information given in writing to the Engineer's representative. The requirements of this clause do not relieve the Contractor of any obligations as detailed under the General Conditions of Contract or the Special Conditions of Contract.

C3.4: SITE INFORMATION

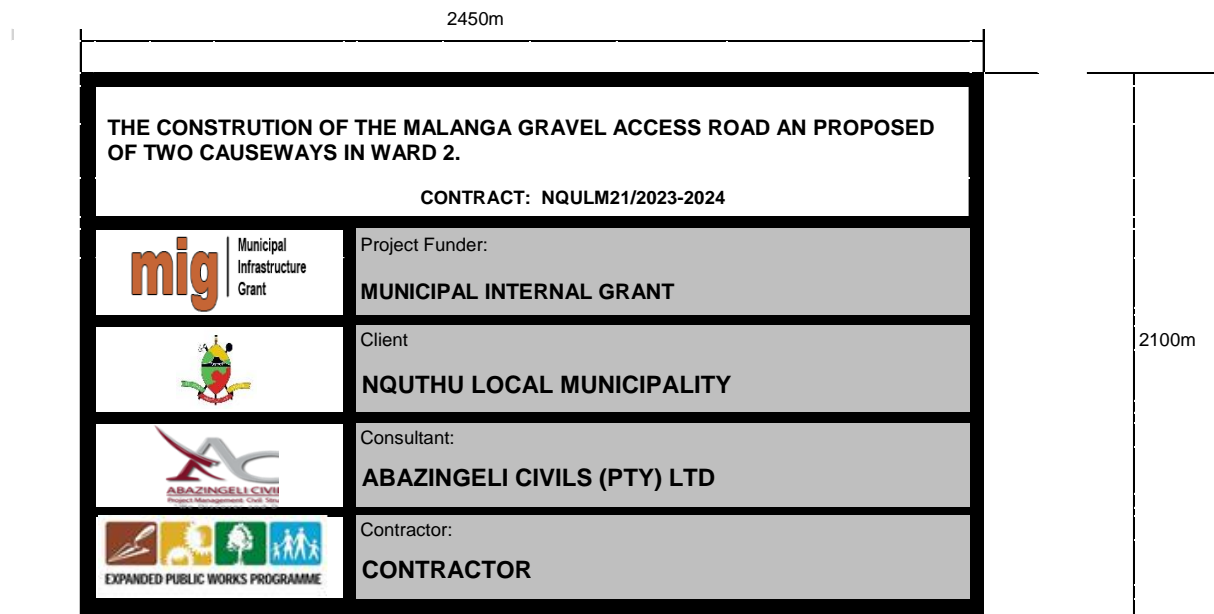
C3.4.2 LOCALITY PLAN



C3.4: SITE INFORMATION

C3.4.3 CONTRACT NOTICE BOARD (EPWP)

C6.3.1 EXAMPLE OF CONTRACT SIGNBOARD DETAILS



NOTE:

The exact wording must be approved by the Engineer before ordering the contract name board

SPECIFICATION

1. The board must comply with the diagram above
2. The board must be made of minimum 0,6mm thick diameter chromadeck sheet (or similar approved)
3. The board must be mounted on a steel frame and must be cross braced at the back to prevent it from deforming
4. The board must be erected with atleast two firmly planted poles
5. The board must be erected with a minimum ground level clearance of 1800mm

APPROVAL STATUS

 NAM CAPACITY SIGNATUR

C3.5 ANNEXURES

C3.5.1 DRAWINGS

The drawings issued to Bids as part of the Bid documents must be regarded as provisional and preliminary for the Bidder's benefit to generally assess the scope of work. The drawings may be issued as a separate book of drawings or else bound in as part of this document.

The work shall be carried out in accordance with the latest available revision of the drawings approved for construction (AFC)

At commencement of the contract, the Engineer shall deliver to the Contractor copies of the AFC drawings and any instructions required for the commencement of the works. From time to time thereafter during the progress of the works, the Engineer may issue further drawings for construction purposes as may be necessary for adequate construction, completion and defects correction of the works.

Drawings issued separately are listed in the Book of Drawings.

All drawings and specifications and copies thereof remain the property of the Employer, and the Contractor shall return all drawings and copies thereof to the Employer at the completion of the contract.