



NQUTHU LOCAL MUNICIPALITY

TENDER NO: NQULM07/2022

**CONSTRUCTION OF NKALANKALA ACCESS GRAVEL
ROAD IN WAD 10**

PROCUREMENT DOCUMENT

NAME OF TENDERER:	
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November 2022

ISSUED BY:

NQUTHU LOCAL MUNICIPALITY

P/BAG X 5521
NQUTHU
3135

Tel : (034) 271 6100
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PREPARED BY:

**DLV PROJECT MANAGERS
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EXPANDED PUBLIC WORKS PROGRAMME

SUMMARY FOR TENDER OPENING PURPOSES

(To facilitate the reading out of tender parameters at the opening of tenders, the tenderer shall complete this form and submit it with his tender)

Name of Contractor submitting the tender :	
CSD NUMBER:	
Tender Amount : <i>(as stated in the Form of Offer)</i>	<i>R</i>
Alternative Tender offered? :	<i>(Yes /No)</i>
If "Yes" state amount :	<i>R</i>
Time for Completion :	weeks
Maximum time for Completion:	48 weeks
Details of contact person :	
Name <i>(Print)</i> :	
Telephone No :	
Fax No :	
E-mail address <i>(if available)</i> :	
<p><i>(Note: In the event of conflict between the data provided in this summary and that given in the tender, the latter shall prevail.)</i></p> <p>SIGNATURE: _____</p> <p><i>(of person authorised to sign the tender)</i></p>	

CONSTRUCTION OF NKALANKALA ACCESS GRAVEL ROAD IN WAD 10

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

TENDER

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T1 TENDERING PROCEDURES

T1.1 TENDER NOTICE AND INVITATION TO TENDER

NQUTHU MUNICIPALITY

Bids are hereby invited in terms of section 18(a) of the Nquthu Municipality's Supply Chain Management Policy together with section 83 of the Municipal Systems Act, No.32 of 2000, as amended and read together with sections 110,111 and 112 of the Municipal Finance Management Act No.56 of 2003 for:

CONSTRUCTION OF NKALANKALA ACCESS GRAVEL ROAD IN WAD 10

TENDER NAME	TENDER NO.	CIDB GRADING	DATE OF SITE MEETING	TENDER CLOSURE
CONSTRUCTION OF NKALANKALA ACCESS GRAVEL ROAD IN WAD 10	NQULM07/2022 at R602.00at cashiers' office Also obtainable from eTender portal	4CE or higher, last day of sale of tender document is 17/11/2022 at 15h30	Friday, 18 November 2022 At 13h00	Thursday, 24 November 2022 At 12h00

It is the responsibility of the service provider to comply with DTI designated and determined stipulated minimum threshold of 100% for steel products and components for construction, only locally produced goods, meeting the stipulated minimum threshold for local production and content will be considered.

Preferences are offered to tenderers who complete the preference schedule and who are found to be eligible for the preference claimed. Tender documents may be collected during office hours (08h00 to 15h30 Mon – Thurs, Friday at 08h00 - 14h30 at Nquthu Municipal offices, 83 / 11 Mdlaose Street, Nquthu, Cashiers office from Thursday, 10 November 2022.

No tender documents will be sold on the day of the site inspection and closing date. Each document will be issued upon payment of non-refundable amount, please refer to the table above. The Municipality does not accept cheques and Electronic Funds Transfer payments.

Queries relating to the issue of the above-mentioned document may be addressed to:

CONTACT PERSON	TEL NO	FAX NO	EMAIL
Mr B. Ndhlovu	034 980 7242	034 983 2765	brian@dlveng.co.za

Compulsory clarification meetings with representatives of the Employer will take place at the venue:

Nquthu Municipal Offices, 83/10 Mdlaose street, Nquthu

The above said date (see "date of site meeting"). After the site clarification meeting, representatives of the client will take prospective tenderers to the respective site(s).

Tenders may only be submitted on the tender document that was issued. Requirements for sealing, addressing, delivery, openings and assessment are stated in the tender data. Nquthu Municipality request all service providers to register in their database and CSD.

The municipality is not obliged to accept the lowest or any bidder. Bidder will be adjudicated in terms of the Council's Supply Chain Management Policy on the 80/20 Preferential Point System, it is therefore essential that the official tender document must be used.

CLOSING DATE AND SUBMISSION OF TENDERS:

As per above table (see "tender closure"), at the offices of Nquthu Municipality at 12:00. No late tenders will be accepted. Tenders should be clearly marked on their envelopes with the name of tender and tender number.

Mr. MB. Jiyane
Municipal Manager
07/11/2022

Date

T1.2 TENDER DATA

1. GENERAL

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

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

The Tender Data contained hereafter in Section 2 shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of Tender Data given below is cross-referenced to the relevant clause in the standard Conditions of Tender.

2. TENDER DATA APPLICABLE TO THIS TENDER

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

F.1.2 Tender Documents

(a) **The Tender Document** consists of the following:

TENDER

T1: Tendering Procedures

T1.1: Tender Notice and Invitation to Tender

T1.2: Tender Data

T2: Returnable Documents

T2.1: List of Returnable Documents

T2.2: Returnable schedules and forms

CONTRACT

Part 1: Agreements and Contract Data

C1.1: Form of Offer and Acceptance

C1.2: Contract Data

Part 2: Pricing Data

C2.1: Pricing Instructions

C2.2: Bill of Quantities

Part 3: Scope of Work

C3: Scope of Work

Part 4: Site Information

C4: Site information

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

F.1.4 The Employer's agent is:

Name : DLV Project Managers and Engineers (Pty) Ltd
Address : 144 Mark Street, Vryheid, 3100
Telephone : (034) 980 7242
Fax : (034) 983 2765
E-Mail : brian@dlveng.co.za

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

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

F.2.1 Eligibility

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

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

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

TENDER QUALIFICATION: LABOUR INTENSIVE CONTRACTS

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

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

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

The tenderer must submit to the Employer, names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirement. The contractor

shall ensure that the minimum supervisor to worker ratio of 1:20 for effective supervision of Labour-intensive works for all LI activities.

Schedule of Labour Content

The minimum Labour Content for this Project shall be 10% calculated as the amount spend on labour wage divided by the total value of the project. The minimum job creation targets on the project shall be:

	Total	Women	Youth	Disabled
Work Opportunities	25	11	12	3
Person Days	3000	960	720	360
Training Days	20	5	5	5

F.2.7 Site visit and clarification meeting

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

Location: Nquthu Municipal Offices, Lot 83 Mdlalose Street, Nquthu, 3135
Date : Refer to Tender Advertisement
Starting time : Refer to Tender Advertisement

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

DLV Project Managers and Engineers (Pty) Ltd

Tel : 034 980 7242
e-Mail : brian@dlveng.co.za

F.2.12 Alternative tenders

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

(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 R: *Amendments, Qualifications and Alternatives* in Part 2 of the Contract Document, accompanied by a detailed statement as necessary.

(b) Alternative designs

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

- (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 the proper evaluation of the tendered alternative, otherwise the offer will not be considered;
- (ii) Any alternative tender involving modifications to the design will be assessed on its merits and may be accepted. An accepted alternative design will become the design for the purpose of the contract.
- (iii) If an alternative design with its priced Bill of Quantities has been accepted, the sum thus tendered for the alternative will not be subject to re-measurement and will be the final amount payable to the Contractor, except only for variations arising from:
 - Changes in design parameters ordered by the Engineer;
 - Changes not arising from any failure or fault of the Contractor, but from modifications requested by the Engineer.

-
- (iv) A decision whether or not to adopt a technically acceptable modified design will be governed by the amount of the overall saving and the advantages to the Employer which the modified design can be reliably expected to achieve. Matters to be considered in arriving at the overall saving will include the effect of any deferment in starting date arising from extra time needed for the preparation of an amended contract for signature.
 - (v) The priced alternative Bill of Quantities must include an amount equal to 5% of the amount tendered therein to cover the Employer's costs of checking the alternative design offered.

F.2.13 Submitting a Tender Offer

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

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

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

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

Location of Tender box:		Nquthu Local Municipality
Physical address:		Lot 83 Mdlalose Street, Nquthu, 3135
Identification details	Reference Number	NQULM07/2022
	Title of Tender	CONSTRUCTION OF NKALANKALA ACCESS GRAVEL ROAD IN WAD 10
	Closing Date	Refer to tender Advertisement
	Time	12H00

F.2.15 Closing Time

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

F.2.16 Tender Validity

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

Should a Tenderer –

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

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

- all expenses incurred in calling for fresh tenders, if it should be necessary;
- the difference between his tender and any less favourable tender accepted either by fresh tenders being called or by another tender being accepted from those already received;
- any escalation of the final contract price resulting from any delay caused in calling for fresh tenders :

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

F.2.19 Access

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

F.2.22 Return of Tender Documents

Not applicable.

F.2.23 Certificates

The following certificates must be provided with the tender:

- Original, Valid Tax Clearance Certificate and Tax reference number, Request reference number and PIN obtained from SARS.
- A certified copy of B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or Sworn Affidavit confirming annual turnover and level of black ownership and in case of all EMEs and QSEs with 51% black ownership or more
- National Treasury Central Supplier Database Compliance Information (CSD), containing registration confirmation status of National Treasury with MAAA" supplier reference number.
- Joint Venture Agreement and Power of Attorney in case of Joint Ventures;
- VAT Registration Certificate from the South African Revenue Services (SARS);
- Company / CC / Trust / Partnership registration certificates;
- Proof that payment for municipal services is up to date not more than 90 days; and
- Certified Copies of Identity Document in the case of one-man concerns

F.3.4 Opening of Tender Submissions

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

Time: **Refer to tender Advertisement**
Date: **Refer to tender Advertisement**
Location / Venue: **Nquthu Municipality, Lot 83/10 Mdlalose Street, Nquthu, 3135**

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

F.3.11 Evaluation of Tender Offers

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

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

STAGE 1 : TEST FOR RESPONSIVENESS/ELIGIBILITY

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

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

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

It is incumbent on the Tenderer to ensure that the returnable documents in T2 are completed in sufficient detail to enable the score to be properly assessed. If the information provided

renders a specific criterion not being fully complied with, then the bid will be scored on the next criterion down.

TENDERER'S MUST SCORE A MINIMUM OF 56 POINTS FOR THE BID TO BE ELIGIBLE IN TERMS OF F.2.1 (e).

TABLE 1 –FUNCTIONALITY CRITERIA

Key aspect of criterion	Evaluation criterion	Remarks	Points	Awarded points
Site Agent or Foreman CV	Site Agent or Foreman has more than 5 years' experience in the field relevant to the project. (Attach CV)	Good	30	
	Site Agent or Foreman has more than 2 years' experience in the field relevant to the project. (Attach CV)	Fair	20	
	Site Agent or Foreman has no experience in the field relevant to the project. (Attach CV)	Poor	10	
Traceable project experience	Provided five traceable projects of similar nature in the past 10 years (Attach letters of appointments and completion certificates)	Good	30	
	Provided three traceable projects of similar nature in the past 10 years. (Attach letters of appointments and completion certificates)	Fair	20	
	Provided no traceable similar projects	Poor	10	
Proposed Work Programme	The Programme is presented in such a way that one is able to get the flow of tasks. (Attach programme)		10	
	The Programme is acceptable but lacks proper linkages of tasks. (Attach programme)		5	
	The Programme does not address the project needs. (Attach programme)		0	
Plant Schedules (Grader, Excavator, Tipper, roller, Water tanker, backhoe loader)	Plant owned by Company (proof of logbook)		10	
	Plant Hired by company (agreement and logbook)		5	
		Total	80	

NOTE: SERVICE PROVIDER THAT SCORES LESS THAN 70% ON FUNCTIONALITY WILL BE ELIMINATED.

STAGE 2 : FINANCIAL OFFER AND PREFERENCES

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

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

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

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

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

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

Annex F: Standard Conditions of Tender

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

F.1 General

F.1.1 Actions

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

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

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

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

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

a) **conflict of interest** means any situation in which:

- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
- ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
- iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.

- b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

F.1.4 Communication and employer's agent

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

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

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

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

F.1.6 Procurement procedures

F.1.6.1 General

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

F.1.6.2 Competitive negotiation procedure

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

F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the

provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

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

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

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

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

F.1.6.3.2 Option 2

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

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

F.2 Tenderer's obligations

F.2.1 Eligibility

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

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

F.2.2 Cost of tendering

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) may not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

F.2.10 Pricing the tender offer

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

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

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

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

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

- F.2.12.1** Unless stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.
- F.2.12.2** Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

F.2.13 Submitting a tender offer

- F.2.13.1** Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
- F.2.13.2** Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
- F.2.13.3** Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
- F.2.13.4** Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- F.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- F.2.13.6** Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- F.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- F.2.13.8** Accept that the employer shall not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- F.2.13.9** Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

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

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

F.2.15 Closing time

- F.2.15.1** Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.
- F.2.15.2** Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

F.2.16 Tender offer validity

- F.2.16.1** Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- F.2.16.2** If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
- F.2.16.3** Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.
- F.2.16.4** Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with packages clearly marked as "SUBSTITUTE".

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

- F.2.18.1** Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.
- F.2.18.2** Dispose of samples of materials provided for evaluation by the employer, where required.

F.2.19 Inspections, tests and analysis

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

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

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The Employer's undertakings

F.3.1 Respond to requests from the tenderer

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

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

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

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

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

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

F.3.5 Two-envelope system

F.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the

technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

- F.3.5.2** Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

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

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

F.3.9 Arithmetical errors, omissions or discrepancies

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

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

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

- quantities or schedules of prices; or
- ii) the summation of the prices.

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

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

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

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

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

F.3.11.2 Method 1 : Financial offer

In the case of a financial offer:

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

F.3.11.3 Method 2 : Financial offer and preference

In the case of a financial offer and preferences:

- a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8.
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

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

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

- c) Rank tender offers from the highest number of evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

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

F.3.11.4 Method 3 : Financial offer and quality

In the case of a financial offer and quality:

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

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

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

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

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

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

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

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

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

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

clause is repeated.

F.3.11.6 Decimal places

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

F.3.11.7 Scoring Financial Offers

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

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

where: N_{FO} is the number of tender evaluation points awarded for the financial offer.
 W_1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.
 A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

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

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

F.3.11.8 Scoring preferences

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

F.3.11.9 Scoring quality

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

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

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

where: S_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.
 W_2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

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

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

F.3.14 Prepare contract documents

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

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

F.3.15 Complete adjudicator's contract

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

F.3.16 Notice to unsuccessful tenderers

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

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

F.3.17 Provide copies of the contracts

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

F.3.18 Provide written reasons for actions taken

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

F4. JOB CREATION REPORTING FOR EPWP

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

F4.1 Type of project data required per project

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

F4.1.1 Beneficiary data

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

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

F4.1.2 Project work data

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

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

F4.1.3 Project payment data

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

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

Alternatively,

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

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

F4.1.4 Employment output data

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

- (a) Number of work opportunities created (where one work opportunity = paid work created for one individual on an EPWP project, for any period of time).

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

T2 Returnable Documents

T2.1 List of Returnable Documents

The Tenderer must complete the following returnable documents:

1 Returnable documents required for tender evaluation purposes only:

REF	DESCRIPTION
A	Certificate of Attendance at a Tender Site Meeting
B	Record of Addenda to Tender Documents
C	Certificate of Authority of an Entity
D	Registration Certificates of an Entity
E	Bidder's questionnaire (MBD1)
F	Tax Clearance Certificate Requirements (MBD 2)
G	Pricing Schedule – Firm Prices (MBD 3.1)
H	Declaration of Interest (MBD 4)
I	Declaration for Procurement above R10 mil (MBD 5)
J	B-BBEE Preference Points Claim Form (MBD 6.1)
K	Declaration Certificate for Local Production and Content for Designated Sectors (MBD 6.2)
L	Declaration of Bidder's Past Supply Chain Management Practices (MBD 8)
M	Certificate of Independent Bid Determination (MBD 9)
N	Affidavit of Good Standing
O	Schedule Of All Work Provided For An Organ Of The State Over The Last Five Years
P	Banking Details
Q	Schedule of Tenderer's Experience
R	Key Personnel
S	Curriculum Vitae Format of Key Personnel
T	Schedule of Plant and Equipment
U	Schedule of Proposed Sub-Contractors
V	Provisional Programme
W	Schedule of labour content
X	Training schedule
Y	Amendments, Qualifications and Alternatives
Z	Copy Workmen's Compensation Registration Certificate (or proof of payment of contributions in terms of the Compensation for Occupational Injuries and Disease Act No. 130 of 1993)
AA	Declaration of Payment of Municipal Services

Compulsory Returnable schedules

item	Description	Check Box (Yes/No)
1.	Original Tax Clearance certificate or SARS pin	
2.	Company Registration certificates (CK)	
3.	Proof of resident/statement of Municipal account/landlord agreement	
4.	Certified ID Copies (dated not older than 03 months)	
5.	Proof of registration on CSD	
6.	BBEEE- CERTIFICATE	
7.	Letter of good standing – Compensation Fund from Department of Labour.	
8.	All MBDs (1-9)	
9.	Form of offer	
10.	Bidders financial standing (letter of intent from the bank confirming funding)	
11.	Performance guarantee and public liability insurances	
12.	CIDB grading as per advert	
13.	Signed Certificate of attendance at Tender site meeting	
14.	Schedule of Plant and Equipment - ownership/Hire	

N/B: Failure to submit the above mentioned compulsory returnable documents will lead to your tender being disqualified.

2 Other documents that will be incorporated into the contract:

AB	Contractor's Health and Safety Declaration
AC	Proforma Forms To Be Completed By Successful Tenderer
AD	National Treasury's Central Supplier database

3 The offer portion of the C1.1 Offer and Acceptance

4 C1.2 Contract Data (Part 2)

5 C2.2 Bills of quantities

A: CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

This is to certify that (*Tenderer*)

of (*address*).....

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

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

Particulars of person(s) attending the meeting:

Name: Signature:

Capacity:

Name: Signature:

Capacity:

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

Name: Signature:

Capacity: Date and Time:

B: RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

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

DATE:

C: CERTIFICATE OF AUTHORITY OF AN ENTITY

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

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

(I) CERTIFICATE FOR COMPANY

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

Signature of Chairman:

Signature of Signatory:

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date:

(II) CERTIFICATE FOR CLOSE CORPORATION

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

.....hereby authorise Mr/Ms
acting in the capacity of, to sign all documents
in connection with the tender for Contract No and any contract resulting from
it on our behalf.

Signature of Signatory:

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date:

NAME	ADDRESS	SIGNATURE	DATE

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

(III) CERTIFICATE FOR PARTNERSHIP

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

.....hereby authorise

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

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

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

Signature of Signatory:

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date:

NAME	ADDRESS	SIGNATURE	DATE

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

(IV) CERTIFICATE FOR JOINT VENTURE

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

Mr/Ms....., authorized signatory of the company,

.....acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract 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.

Signature of Signatory:

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date:

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

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

(V) CERTIFICATE FOR SOLE PROPRIETOR

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

Signature of Sole owner:

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date:

D: REGISTRATION CERTIFICATES OF AN ENTITY

ENTITY REGISTRATION:

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

CIDB REGISTRATION:

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

Registered Name	Registration Number

BBBEE CERTIFICATION:

The Tenderer must also attach hereto a certified copy of their B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a sworn affidavit confirming annual turnover and level of black ownership in case of all EMEs and QSEs.

E: BIDDER'S QUESTIONNAIRE

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NQUTHU LOCAL MUNICIPALITY					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS					
Nquthu Local Municipality offices,					
Lot 83 Mdlalose Street,					
Nquthu,					
3135					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		AND	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]		
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE		R
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT			CONTACT PERSON		
CONTACT PERSON			TELEPHONE NUMBER		
TELEPHONE NUMBER			FACSIMILE NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS		
E-MAIL ADDRESS					

PART B TERMS AND CONDITIONS FOR BIDDING

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										
<table style="width: 100%; border: none;"><tr><td style="width: 80%;">3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td><td style="width: 20%; text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td></tr><tr><td>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?</td><td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td></tr><tr><td>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td><td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td></tr><tr><td>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</td><td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td></tr><tr><td>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</td><td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td></tr></table> <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>	3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO									
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO									
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO									
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO									
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO									

**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:

F: TAX CLEARANCE CERTIFICATE REQUIREMENTS (MBD 2)

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 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/SARS compliance pin 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 eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

G: PRICING SCHEDULE – FIRM PRICES (MBD 3.1)

DESCRIPTION	QUANTITY	AMOUNT
<div style="border: 1px solid black; border-radius: 15px; width: 400px; height: 100px; margin: 0 auto; display: flex; align-items: center; justify-content: center;"> COMPANY STAMP </div>		
	SUB-TOTAL	
	VAT (15%)	
	TOTAL	

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

CONDITIONS OF TENDER

- Price(s) quoted must be valid for at least ninety (90) days from date of offer for evaluation purposes.
- Price(s) quoted must be firm and include VAT
- Tenderers original valid tax clearance certificate must be attached.
- Tender original or certified B-BBEE Certificate must be attached to the document
- Tender documents signed by a person who does not have authority to sign will be disqualified.
- Tenderers who did not complete the compulsory questionnaire, who abuse the employer's supply chain management system will not be conceded
- Non-collusion affidavit to be executed by bidder and submitted with the bid.

H: DECLARATION OF INTEREST (MBD 4)

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

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

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

3.1 Full Name :

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 who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

3.8.1 If so, furnish particulars

.....

3.9 Are you, aware of any relationship (family, friend, other) between a bidder and any person 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, Principle 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, Principle Shareholders or Stakeholders in service of the State? **YES/NO**

3.11.1 If so, furnish particulars

.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

.....
SIGNATURE

.....
DATE

.....
POSITION

.....
NAME OF TENDERER

*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.

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

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

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

YES / NO (Delete whichever is not applicable)

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

.....
.....

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

YES / NO (Delete whichever is not applicable)

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

- 2.2 If yes, provide particulars.

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

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

YES / NO (Delete whichever is not applicable)

- 3.1 If yes, furnish particulars

.....
.....

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

YES / NO (Delete whichever is not applicable)

- 4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

.....
SIGNATURE

.....
DATE

.....
POSITION

.....
NAME OF TENDERER

J: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011 (MBD 6.1)

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

1. GENERAL CONDITIONS

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

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

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

1.3 Preference points for this bid shall be awarded for:

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

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

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

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a sworn affidavit confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more, or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

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

3. ADJUDICATION USING A POINT SYSTEM

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

4. POINTS AWARDED FOR PRICE

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

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

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

Where:

- P_s = Points scored for comparative price of bid under consideration
- P_t = Comparative price of bid under consideration
- P_{\min} = Comparative price of lowest acceptable bid

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

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

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

6. BID DECLARATION

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

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

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS, or a sworn affidavit confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more, or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

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

8.1.1 If yes, indicate:

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

(ii) the name of the sub-contractor?

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

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

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of firm :.....

9.2 VAT registration number :.....

9.3 Company registration number :
:

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

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

9.7 MUNICIPAL INFORMATION

Municipality where business is situated

.....

Registered Account Number

Stand Number

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

.....

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

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

WITNESSES:

1.

.....
SIGNATURE(S) OF BIDDER

2.

DATE:.....

K: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (MBD 6.2)

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

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

1. General Conditions

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

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

Where

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

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

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

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

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

Description of services, works or goods	Stipulated minimum threshold
Street Light Steel Poles	100%
Reinforcing bars	100%
Polyvinyl chloride (PVC) pipes	100%
High density polyethylene (HDPE) pipes	100%

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

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

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

The relevant rates of exchange information is accessible on www.resbank.co.za

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

IN RESPECT OF BID NO.

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

NB

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

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

- (a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

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

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

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

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Annex C

Local Content Declaration - Summary Schedule

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

Tender No.

Tender description:

Designated product(s)

Tender Authority:

Tendering Entity name:

Tender Exchange Rate:

Specified local content %

Pula

EU

GBP

Note: VAT to be excluded from all calculations

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

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

Signature of tenderer from Annex B

Date:

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1) Tender No.

(D2) Tender description:

(D3) Designated Products:

(D4) Tender Authority:

(D5) Tendering Entity name:

(D6) Tender Exchange Rate:

PulaEU

R

GBP

R

Note: VAT to be excluded from all calculations

A. Exempted imported content

A. Exempted imported content					Calculation of imported content						Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate		Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)		(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value											R	
This total must correspond with Annex C - C 21												

Calculation of imported content

Summary

(D32) Total imported value by tenderer

R

Calculation of imported content

Summary

(D45) Total imported value by 3rd party

R

T.60

SATS
1286.2011

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)

Tender No.

(E2)

Tender description:

(E3)

Designated products:

(E4)

Tender Authority:

(E5)

Tendering Entity name:

Note: VAT to be excluded from all calculations

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

(E10)

Manpower costs

(Tenderer's manpower cost)

R

(E11)

Factory overheads

(Rental, depreciation & amortisation, utility costs, consumables etc.)

R

(E12)

Administration overheads and mark-up

(Marketing, insurance, financing, interest etc.)

R

(E13) Total local content

R

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: _____

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>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.</p>	<p>Yes</p> <p><input type="checkbox"/></p>	<p>No</p> <p><input type="checkbox"/></p>
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:		
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

.....
Position

.....
Date

.....
Name of Bid

M: 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.

MBD9 : CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

CONTRACT NO. NQULM072022: CONSTRUCTION OF NKALANKALA ACCESS GRAVEL ROAD IN WAD 10

in response to the invitation for the bid made by:

NQUTHU LOCAL MUNICIPALITY

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

I certify, on behalf of: _____ that:

(Name of 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.

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

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

DATE:

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

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

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

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

Signature:

Duly authorized to sign on behalf:

Address:

.....

.....

Telephone:.....

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

this theday ofby the Deponent, who

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

Commissioner of oaths

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

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

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

P: BANKING DETAILS

Tenderers financial capacity to finance and undertake a contract of this nature will also be checked and consequently it is a requirement that the details below be provided.

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

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

DATE:

Q: SCHEDULE OF THE TENDERER'S EXPERIENCE

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

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

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

The contractor must obtain referee reports from the Organ of State on their letterhead using the form below and include completion certificates for each project.

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

DATE:

REFEREES REPORT OF PERFORMANCE ON PREVIOUS RELEVANT PROJECTS COMPLETED:

(make copies and supply referee with copy of report)

Contractor :

Project Name :

Contract Number:

Contract Amount:

Date Started: **Date completed:**

General Project Parameters	1	2	3	4	5
	Very poor	Poor	Fair	Good	Excellent
Quality of Management capability					
Quality of Workmanship					
Ability to complete the work on time					
Labourers; Sub-Contractors and Suppliers paid within an agreed time frame					
The necessary physical; financial and plant resources to complete the work					
Complied will all aspects of Project requirements					
Site Personnel competent and experienced					
Overall Rating	On a scale of 1 to 5				

Referee's Details:

Organisation :

Organisation Representative:

Position in the Organisation:

Signature : **Date :**

Client Stamp

--

R: KEY PERSONNEL

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

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

Category of Employee	Number of Persons					
	Key Personnel, Part of the Contractor's Organisation		Key Personnel to be imported if not available locally		Unskilled Personnel to be recruited from local community	
	PDI	NON-PDI	PDI	NON-PDI	PDI	NON-PDI
Construction Manager						
Site Foreman						
Artisans and other Skilled Workers						
Unskilled Workers						

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

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

DATE:

S: CURRICULUM VITAE OF KEY PERSONNEL

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

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

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

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

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

DATE:

T: SCHEDULE OF PLANT AND EQUIPMENT

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

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

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

Quantity	Description	Size	Capacity

Attach additional pages if more space is required.

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

Quantity	Description	Size	Capacity

Attach additional pages if more space is required.

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

DATE:

U: SCHEDULE OF PROPOSED SUB-CONTRACTORS

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

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

DATE:

The competency and clarity of the programme will help to inform the Employer's assessment of the Tenderer's eligibility to execute the contract.

[illegible]

DATE:

W: SCHEDULE OF LABOUR CONTENT

The tenderer must complete a standard table reflecting the labour force anticipated to be employed on this contract, including labour employed by sub-contractors. The Specified target value is 10%

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

Notes to Tenderer:

Labour is defined as hourly paid personal

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

The minimum Labour Content for this Project shall be 10% calculated as the amount spend on labour wage divided by the total value of the project. The minimum job creation targets on the project shall be:

	Total	Women	Youth	Disabled
Work Opportunities	18	4	8	1
Person Days	4320	960	1920	240
Training Days	20	5	5	5

X: TRAINING SCHEDULE

Name of Training Institution :

Name of Programme :

Trainers Name	Qualification	Subject

Note to tenderer:

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

Y: AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

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

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

(a) AMENDMENTS

PAGE, CLAUSE OR ITEM NO	PROPOSED AMENDMENT

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

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

(b) ALTERNATIVES

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

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

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

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

(c) DISCOUNTS

ITEM ON WHICH DISCOUNT IS OFFERED	DESCRIPTION OF DISCOUNT OFFERED

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

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

DATE:

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

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

AA: DECLARATION OF PAYMENT OF MUNICIPAL SERVICES

DECLARATION TO CERTIFY THAT:

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

[Proof of Payment to be attached to this page]

DECLARATION

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

Signature:

Duly authorized to sign on behalf of :

Address:

.....

.....

Telephone:

Date:

AB: CONTRACTOR'S HEALTH AND SAFETY DECLARATION

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

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

Declaration by Tenderer

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

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

(* = ***delete whatever is not applicable***)

4. I confirm that copies of my company's approved Health and Safety Plan, will at all times be available for inspection by the *Purchaser's* personnel, UDM officials and inspectors of the Department of Labour.
5. I hereby confirm that adequate provision has been made in my tendered rates and prices in the schedule of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the Act and that I will be liable for any penalties that may be applied for failure to comply with the provisions of the Act.
6. I agree that my failure to complete and execute this declaration to the satisfaction of the *Purchaser* will mean that I am unable to comply with the requirements of the Act and accept that my tender will be prejudiced and may as a result be rejected at the discretion of the *Purchaser*.

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

DATE:

AC: PROFORMA FORMS TO BE COMPLETED BY SUCCESSFUL TENDERER

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

PRO FORMA PERFORMANCE GUARANTEE

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

GUARANTOR DETAILS AND DEFINITIONS

“Guarantor” means:

Physical address

“Employer” means:

“Contractor” means:

“Engineer” means:

“Works” means:

“Site” means:

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

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

Amount in words:

“Guaranteed Sum” means: The maximum aggregate of R

Amount in words:

“Expiry Date” means:

CONTRACT DETAILS

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

PERFORMANCE GUARANTEE

1. The Guarantor’s liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor’s period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor’s maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the

-
- Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
- 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
 - 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
 5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
 - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
 - 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
 6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
 7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
 8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
 9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
 10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
 11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
 12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
 13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
 14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at
Date
Guarantor's signatory (1)
Capacity
Guarantor's signatory (2)
Capacity
Witness signatory (1)
Witness signatory (2)

PRO FORMA DISCLOSURE STATEMENT

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

Date:

Contract: **CONSTRUCTION OF NKALANKALA ACCESS GRAVEL ROAD IN WAD 10**

Contractor: _____

Employer: **Nquthu Local Municipality**

Engineer: **DLV Project Managers & Engineers (Pty) Ltd**

Dear Sirs

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

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

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

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

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

Name in full:

Signature:

PRO FORMA ADJUDICATION BOARD MEMBER AGREEMENT

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

This Agreement is entered into between:

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

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

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

The Contractor and the Employer will hereinafter be collectively referred to as the Parties.

The Parties entered into a Contract for *(name of project)* which provides that a dispute under or in connection with the General Conditions of Contract for Construction Works, Third Edition, 2015, must be referred to *(ad-hoc adjudication/standing adjudication)*.

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

1. The Adjudication Board Member accepts to perform his duties in accordance with the terms of the Contract, the General Conditions of Contract for Construction Works Adjudication Board Rules and this Agreement.
2. The Adjudicator undertakes to remain independent and impartial of the Contractor, Employer and Engineer for the duration of the Adjudication Board proceedings.
3. The Adjudication Board Member agrees to serve for the duration of the Adjudication Board proceedings.
4. The Parties may at any time, without cause and with immediate effect, jointly terminate this Agreement.
5. Unless the Parties agree, the Adjudication Board Member shall not act as arbitrator or representative of either Party in any subsequent proceedings between the Parties under the Contract. No Party may call the Adjudication Board Members as a witness in any such subsequent proceedings.
6. The standing Adjudication Board's duties shall end upon the Adjudication Board Member(s) receiving notice from the Parties of their joint decision to disband the Adjudication Board.
7. The Adjudication Board Member shall be paid in respect of time spent upon or in connection with the adjudication including time spent travelling:
 - a. A monthly retainer of *(amount)* for *(number)* of months, and /or
 - b. A daily fee of *(amount)* based on a *(number)* hour day, and/or
 - c. A hourly fee of *(amount)*, and/or
 - d. A non-recurrent appointment fee of *(amount)* which shall be accounted for in the final sums payable.
8. The Adjudication Board Member's expenses incurred in adjudication work shall be reimbursed at cost.

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

This Agreement is entered into by:

Contractor's signature:
Contractor's name:
Place:
Date:

Employer's signature:
Employer's name:
Place:
Date:

Adjudication Board Member's signature:
Adjudication Board Member's name:
Place:
Date:

**Delete the inapplicable party*

**PRO FORMA NOTIFICATION FORM IN TERMS OF THE OCCUPATIONAL HEALTH AND
SAFETY ACT 1993, CONSTRUCTION REGULATIONS 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 workman's compensation registration number:
3. (a) Name and postal address of client:
.....
(b) Name of client's contact person or agent:.....
Telephone number
4. (a) Name and postal address of designer(s) for the project:
.....
(b) Name of designer's contact person:
Telephone number
5. Name of Contractor's construction supervisor on site appointed in terms of
Regulation 6(1): Telephone number:
6. Name/s of Contractor's sub-ordinate supervisors on site appointed in terms of regulation 6(2).
.....
7. Exact physical address of the construction site or site office:
.....
8. Nature of the construction work:
.....
9. Expected commencement date:
10. Expected completion date:
11. Estimated maximum number of persons on the construction site:
12. Planned number of subcontractors on the construction site accountable to Contractor:
13. Name(s) of subcontractors already chosen:
.....
.....
.....

SIGNED BY:

CONTRACTOR: DATE:

CLIENT:

CONTRACT AWARD DECLARATION AND RISK/INSURANCE CHECKLIST

CONTRACTORS ALL RISK & LIABILITY
GENERAL QUESTIONNAIRE

A. BROKER DETAILS

Name of Broker Company :
Fax Number :
Telephone No. :
e-mail Address :
Contact Person :

B. GENERAL

Name of Insured :
Postal Address :
Insured's VAT Number :
Telephone No. :
Name of Main Contractor :
Name of Principal/Employer :
Names of Sub Contractors :

Name of Consultants :
Tender No. :

C. ONCE OFF / SPECIFIC CONTRACTS POLICY

C1. Contract Value :

(Attach copy of Contract Cost Breakdown and Tender Details)

Note: The Contract Value must include the Total Cost of Materials, Labour, Free Issue Materials, P&G's and any other Contractual Income + V.A.T. Also, please stipulate the form of contract to be used (BIFSA 81/88, JBCC 91, GCC 2015, FIDIC etc). Any particular information regarding the insurance specification and or excesses applicable should be attached.

C2. Contract Title / Full Description of Contract:

C3. What work will be done by Sub Contractors:

C4. Site Location

C5. The Contract Site Details:

Level		Sloping		Rocky	
Sandy		Clay			
Built up Areas		Remote Area			

Close Proximity to:

Rivers, dams known watercourse

Yes	
Yes	

No	
No	

Highway motorways airport etc.

Security Precautions. Give Details

C6. Contract Period / Period of Insurance : From _____ To _____

C7. Maintenance Period Required : Months _____

C8. Surrounding Property / Property Under Custody Control (Not being Part of Contract Works) :

Limit of Indemnity Required : R _____

C9. STRIKE RIOT INSURANCE (SASRIA)	Yes		No	

D. CONTRACTORS PUBLIC LIABILITY

D1. Limit of Indemnity Required : R 2,000,000

D2. Public Liability:

Use of Explosives

Yes	
-----	--

No	
----	--

Site Security

* Adequately Fenced Off

Yes	
-----	--

No	
----	--

* Access Control to Site

Yes	
-----	--

No	
----	--

Comment on density of pedestrian and vehicle traffic in the immediate vicinity of the site
e.g. Busy shopping mall or isolated area:

Isolated area

D3. Removal of Support (Lateral Support)

If required please refer.

:

E. PREVIOUS INSURANCE

E1. Name of Previous Insurer :

E2. Claims Experience / Details :

E3. Supporting Business :

F. GENERAL COMMENTS

Please comment on "Removal of Support", limitations of liability if any, possible interference with existing structures and crack surveys if applicable.

Please comment on whether refurbished or used equipment is to be refurbished. Please state the testing and commissioning period of mechanical or electrical equipment.

Please advise as to whether any phased or progressive handover is anticipated or whether any part of the works will be given over to the Employer prior to the issue of a Certificate of Completion.

NOTE:

Self-Propelled Plant, Tools and Equipment are not covered under this specific Policy and should be insured separately i.e. under business all risks or plant all risks policies.

SIGNED FOR THE INSURED

DATE

Name of Signatory

:

On award of contract, send to:

From:.....
.....
.....
.....
.....

This form is to be accompanied by a copy of the UDM letter of award or a copy of the signed Agreement

APPENDIX A : CONTRACTORS CLAIMS ADVICE FORM – PCI

SEND TO :

FROM: *(PLEASE PROVIDE NAME OF CONTRACTING COMPANY, SITE ADDRESS,
TELEPHONE AND FAX NUMBER)

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

REPRESENTED BY:

CONTRACT SITE :

CONTRACT VALUE :

DATE OF LOSS :

REPORTED TO SITE AGENT BY :

DATE :

REPORTED TO (Insurance Company) BY :

DATE :

Locality of Incident

How did the loss occur (cause)

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

Details and nature of loss or damage to Contract Works

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

Details of other property damaged

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

Name and address of witness

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

Estimated cost of repairs (Separate records of all costs must be kept)

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

Who or what appears to be responsible for the loss/damage

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

Person whom assessor should contact

.....
.....

Telephone

SIGNED BY :

COMPANY

SIGNATURE :

AD: NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

Supplier Number: _____ Unique registration reference number: _____.

AE: CONTRACT PARTICIPATION GOALS

CONTRACT PARTICIPATION GOALS – CONSTRUCTION

1. Objective

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

- Meaningful Economic Participation;
- Local Economic Development;
- Transfer of Technical, Management and Entrepreneurial Skills; and
- Creation of sustainable Large Black Enterprises

2. Contract Participation Goals

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

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

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

Nquthu Local Municipality requires at least 30% Contract Participation Goals (CPG) of the value of goods, services and works paid to one or more targeted enterprises to comply with the 2017 Regulations pertaining to the Preferential Procurement Policy Framework Act.

3. Applicability

The CPG target is applicable to all civil, building and related construction supply projects and sort of contracts for Contractors with a CIDB grading of 4 CE/GB or higher in the Civil Engineering and General Building classes of works and may be achieved through any of the following mechanisms/approaches:

- Joint Venture
- Partnership
- Sub-contracting

The requirements of a contract participation goal apply only to:

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

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

These are defined in the table below.

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

Pre-qualification criteria for preferential procurement

Only targeted enterprise that meet one or more of the following criteria will be considered:

- a) a tenderer having a stipulated minimum B-BBEE status level of contributor;
- b) an EME or QSE;
- c) a tenderer subcontracting a minimum of 30% to-
 - (i) an EME or QSE which is at least 51% owned by black people;
 - (ii) an EME or QSE which is at least 51% owned by black people who are youth;
 - (iii) an EME or QSE which is at least 51% owned by black people who are women;
 - (iv) an EME or QSE which is at least 51% owned by black people with disabilities;
 - (v) an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;
 - (vi) a cooperative which is at least 51% owned by black people;
 - (vii) an EME or QSE which is at least 51% owned by black people who are military veterans;
 - (viii) an EME or QSE.

A Tenderer that fails to meet the above pre-qualifying criteria will be disqualified.

Preference to be given in all cases to targeted enterprises located within the boundaries of Nquthu Local Municipality in its 4 local municipalities.

4. Application

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

Example of CPG targets for Contractors:

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

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

5. Reporting

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

6. Eligibility Criteria

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

Eligibility criteria for Targeted Enterprise

1. Developed enterprise must not have equity holding exceeding 20%, either directly or through a flow-through principle
2. CIDB registration >1 (GB, CE, ME and EB)
3. SARS registration and tax clearance
4. CIPC registration
5. Must be at least 51% Black-owned as an EME (exempted micro enterprise) or QSE (qualifying small business enterprise)

Monitoring of Contractual Obligations

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

Penalties for not achieving the minimum CPG or finishing late

In the case where the minimum CPG value of 30% is not achieved, the Contractor will be penalized as follows:

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

Annexes:

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

Targeted Enterprise Declaration

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

Targeted Enterprise Details

Company Name: _____
CIDB Registration No.: _____
Contact Person: _____
Designation of Contact Person: _____
Office No.: _____ Fax No.: _____
Cellphone No.: _____
Email: _____

Ownership by Designated Black People

Name: _____	Surname: _____
ID No.: _____	Citizenship: _____
Equity Holding: _____	Gender: _____
Contact No.: _____	Email: _____

Name: _____	Surname: _____
ID No.: _____	Citizenship: _____
Equity Holding: _____	Gender: _____
Contact No.: _____	Email: _____

Name: _____	Surname: _____
ID No.: _____	Citizenship: _____
Equity Holding: _____	Gender: _____
Contact No.: _____	Email: _____

Employee Details

Number of permanent Employees other than the owner: _____

<u>Name</u>	<u>Identity No.</u>
_____	_____
_____	_____
_____	_____

NB: Please attached copies of letters of employment

Developed Enterprise / Main Contractor

Company Name: _____
CIDB Registration No.: _____

Project Description

Tender No.: _____
Project Description: _____

Contract Participation for Targeted Enterprise

Total value of Contract excluding VAT, Allowances, CPA: _____

Total value of contract participation by targeted enterprise: _____

Percentage (%) contract participation by targeted enterprise: _____

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

Declaration by Targeted Enterprise

I/We, the undersigned warrant that:

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

Name: _____ **Designation:** _____

Signature: _____ **Date:** _____

On behalf of the Developed Enterprise:

I, the undersigned warrant that :

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

Name: _____ **Designation:** _____

Signature: _____ **Date:** _____

Witness 1: _____ **Date:** _____
(Name & Signature)

Witness 2: _____ **Date:** _____
(Name & Signature)

DOCUMENTATION SCHEDULE: Summary of Tender Stage Proposal

Name of Targeted Enterprise / Targeted Partner (Delete that whichever is not applicable)	Category ¹	COMPLETE AS APPLICABLE TO TENDERERS PROPOSAL AND ATTACH RELEVANT DOCUMENTS HERETO						Value of Participation (R)
		Targeted Enterprise / Targeted Partner Declaration Affidavit		Letters of Undertaking		Contract with Targeted Enterprise / Targeted Partner		
		Signed and Dated	Status ³	Signed and Dated	Status ³	Signed and Dated	Status ³	

NOTES:

- | | | | | |
|----|------------------------------|----|---|-----------------------|
| 1. | Insert one of the following: | PC | = | prime contractor |
| | | SC | = | subcontractor |
| 3. | Insert one of the following: | SP | = | Contractor |
| | | NS | = | not submitted |
| | | JV | = | joint venture partner |

CONTRACT SCHEDULE FOR TARGETED ENTERPRISES

Name of Targeted Enterprise	Category ¹	Targeted Enterprise B-BBEE Status	Scope of contract ²	Value of contract (excluding value added tax)

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

Summary of 30% CPG Requirements for this tender

WORK PACKAGES IDENTIFIED TO ACHIEVE 30% CPG REQUIREMENTS	VALUE OF WORK
1.	R
2.	R
3.	R
4.	R
5.	R
6.	R
7.	R
8.	R
Total Value of CPG Ex. Vat and Allowances	R
Tendered Value for works as per the Pricing Schedule on the Summary Page of the Activity Schedule	R
Percentage Participation (Total B-BBEE Value / Tendered Value * 100)	%

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

DATE:

DECLARATION REGARDING CONTRACT PARTICIPATION GOALS

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

NQUTHU LOCAL MUNICIPALITY

do hereby make the following declaration and certify the statements contained herein to be true and complete in every respect:

I certify, on behalf of: _____ that
(Name of Bidder)

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

terminate the contract with immediate effect and without giving my company (the Bidder) prior notice to remedy the breach.

Full Names & Surname
(Duly Authorised)

Signature

Date

Position

Name of Bidder

Witness 1

Full Names & Surname

Signature

Date

Witness 2

Full Names & Surname

Signature

Date

VOLUME 2 : CONTRACT

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C1 AGREEMENTS AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE

OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of the **NQULM07/2022**, **CONSTRUCTION OF NKALANKALA ACCESS GRAVEL ROAD IN WAD 10.**

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

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

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

.....
.....Rand (*In words*)

R..... (*in figures*)

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

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

Name: (*of signatory in capitals*):

Capacity: (*of Signatory*):

Name of Tenderer: (*organisation*):

Address:

.....

Telephone number: **Fax number:**

Witness:

Name / Signature:

Date:

ACCEPTANCE

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

The terms of the contract are contained in:

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

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

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

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

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

For the Employer:

Signature:

Name: (in capitals)

Capacity:

Name of Employer: NQUTHU LOCAL MUNICIPALITY

Address: Lot 83 Mdlalose Street, NQUTHU, 3135

Witness:

Name / Signature:

Date:

SCHEDULE OF DEVIATIONS

Notes:

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

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

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

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

For the Tenderer:

For the Employer:

Signature

Name

Capacity

Name and address of organisation:

Name and address of organisation:

Witness Signature

Witness Name

Date

CONFIRMATION OF RECEIPT

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

the _____ (day)

of _____ (month)

20 _____ (year)

at _____ (place)

For the Contractor:

.....
Signature

.....
Name

.....
Capacity

**Signature and Name
of Witness:**

.....
Signature

.....
Name

C1.2 CONTRACT DATA

C1.2.1 CONDITIONS OF CONTRACT

C1.2.1.1 GENERAL CONDITIONS OF CONTRACT

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

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

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

VARIATIONS TO THE GENERAL CONDITIONS OF CONTRACT

PART 1 : DATA TO BE PROVIDED BY THE EMPLOYER

REF. CLAUSE NO.	DATA BY EMPLOYER
1.1.13	The Defects Liability Period is: 12 months
1.1.1.15	The name of the Employer is: Nquthu Local Municipality
1.1.1.26	The Pricing Strategy is: Re-measurement
1.2.1.2	The address of Employer:
	<u>Physical:</u> <u>Postal:</u>
	Lot 83 Mdlalose Street Private Bag X 5521
	NQUTHU, 3135 NQUTHU, 3135
	Telephone No: (034) 271 6100 Fax No: (034) 271 6111
1.1.1.16	Name of Engineer: DLV Engineers (Pty) Ltd
1.2.1.2	Address of Engineer:
	<u>Physical:</u> <u>Postal:</u>
	144 Mark Street P O Box 1460
	Vryheid, 3100 Vryheid, 3100
	Telephone No :034 980 7242 Fax No: 034 983 2765 e-mail: brian@dlveng.co.za

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

	<p>the relevant Policies of Insurance.</p> <p>Notwithstanding anything elsewhere contained in this Contract without limiting the obligations liabilities or responsibilities of the Contractor in any way whatsoever (including but not limited to any requirement for the provision by the Contractor of any other insurances) the Employer may, on behalf of the Contractor, effect and maintain as appropriate in the joint names of the Employer the Contractor and where the relevant Sub-contractors the following insurances which are subject to the terms, limits, exceptions and conditions of the Policy.</p> <p>CONTRACT WORKS AND SASRIA SPECIAL RISKS INSURANCE – which will provide cover against accidental physical loss or damage to the Works, Temporary Works and materials intended for incorporation in the Works.</p> <p>PUBLIC LIABILITY Insurance – which will provide indemnity against legal liability in the event of accidental death of or injury to third persons and/or loss of or damage to third party property arising directly from the execution of the contract and occurring during the period of insurance with a limit of indemnity of R 2,000,000.00 in respect of all claims arising from any one occurrence or series of occurrences consequent on or attributable to one source or original cause.</p> <p>The Employer shall pay the premium in connection with the insurance effected by the Employer and recover all costs associated therewith from money due to the Contractor.</p> <p>Any further clarification of the scope of cover provided by the policies arranged by the Employer should be obtained from the Employer or their Insurance Brokers, Aon South Africa (Pty) Ltd, Telephone (031) 566 6000, e-mail carolrapson@aon.co.za, attention Carol Rapson.</p> <p>In the event of any occurrence which is likely to or could give rise to a claim under the insurances arranged by the Employer the Contractor shall:-</p> <ul style="list-style-type: none"> (i) in addition to any statutory requirement or other requirements contained in the Contract immediately notify the Employer's Insurance Brokers or the Insurers by telephone, telefax giving the circumstances nature and an estimate of the loss or damage or liability; (ii) complete a claims advice form available from the insurance brokers to whom the form must be returned without delay; and (iii) negotiate the settlement of claims with the Insurers through the Employer's insurance brokers and shall when required to do so obtain the Employer's approval of such settlement. <p>The Employer and Insurers shall have the right to make all and any queries on the site of the Works or elsewhere as to the cause and the results of any such occurrence and the Contractor shall co-operate in the carrying out of such enquiries.</p> <p>The Contractor will be liable for the amount of the deductible (First Amount Payable) in respect of any claim made by or against the Contractor or Sub-contractors under the insurance effected by the Employer.</p> <p>Any amount which becomes payable to the Contractor or any of his Sub-contractors as a result of a claim under the Contract Works Insurance shall if required by the Employer be paid net of the deductible to the Employer who shall pay the Contractor from the proceeds of such payment upon rectification repair or reinstatement of the loss or damage but this provision shall not in any way affect the Contractor's obligations and liabilities or responsibilities in terms of the Contract.</p>
8.6.1.1.3	R Nil
10.5.3	The number of Adjudication Board Members to be appointed is: Nil

PART 2 : DATA TO BE PROVIDED BY CONTRACTOR

REF. CLAUSE No	DATA BY CONTRACTOR						
1.1.1.9	Name of Contractor:						
1.2.1.2	Address of Contractor:						
	Physical: Postal:						
						
						
	e-mail:						
	Telephone No: Fax No:.....						
1.1.1.14	Time for achieving Practical Completion of the whole of the Works is: (Max 48 weeks)						
6.2.1	The security to be provided by the Contractor shall be one of the following: <i>VAT is to be excluded from the Contract Sum/ value of Works for calculating the percentages</i>						
	<table border="1"> <thead> <tr> <th>Type of Security</th><th>Contractor's choice Indicate "Yes" or No"</th></tr> </thead> <tbody> <tr> <td>Cash deposit of 10% of the Contract Sum</td><td></td></tr> <tr> <td>Performance guarantee of 10% of the Contract Sum</td><td></td></tr> </tbody> </table> <p>Note that additional retention in lieu of surety will not be allowed.</p>	Type of Security	Contractor's choice Indicate "Yes" or No"	Cash deposit of 10% of the Contract Sum		Performance guarantee of 10% of the Contract Sum	
Type of Security	Contractor's choice Indicate "Yes" or No"						
Cash deposit of 10% of the Contract Sum							
Performance guarantee of 10% of the Contract Sum							

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

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

.....
in his capacity as:;

AND:

(hereinafter called the Contractor) of the other part, herein represented by

.....
in his capacity as:

duly authorized to sign on behalf of the Contractor.

WHEREAS the Contractor is the Mandatory of the Employer in consequence of an agreement between the Contractor and the Employer in respect of

CONTRACT NO: NQULM07/2022

CONSTRUCTION OF NKALANKALA ACCESS GRAVEL ROAD IN WAD 10

for the construction, completion and maintenance of the works;

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

NOW THEREFORE the parties agree as follows:

1. The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the regulations promulgated in terms thereof.
2. The Contractor undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations: Provided that should the Employer have prescribed certain arrangements and procedures that same shall be observed and adhered to by the Contractor, his officials and employees. The Contractor shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the Act and Regulations, and the Contractor expressly absolves the Employer and the Employer's Consulting Engineers from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.
4. The Contractor agrees that any duly authorized officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the Contractor has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or to take such steps it may deem necessary to remedy the default of the Contractor at the cost of the Contractor.
5. The Contractor shall be obliged to report forthwith to the Employer any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus signed at for and on behalf of the **CONTRACTOR**
on this the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

Thus signed at for and on behalf of the **EMPLOYER** on this
the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

C.2 PRICING DATA

C2.1 PRICING INSTRUCTIONS

1. GENERAL

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

2. DESCRIPTION OF ITEMS IN THE SCHEDULE

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

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

3. QUANTITIES REFLECTED IN THE SCHEDULE

The quantities given in the Bill of Quantities are estimates only, and subject to re-measuring during the execution of the work. The Contractor shall obtain the Engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements for it.

The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Bill of Quantities and in accordance with the General and Special Conditions of Contract, the Specifications and Project Specifications and the Drawings. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.

The validity of the contract will in no way be affected by differences between the quantities in the Bill of Quantities and the quantities finally certified for payment.

4. PROVISIONAL SUMS

Where Provisional sums or Prime Cost sums are provided for items in the Bill of Quantities, payment for the work done under such items will be made in accordance with Clause 6.6 of the General Conditions of Contract 2015. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

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

5. PRICING OF THE BILL OF QUANTITIES

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

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

to have a nil rate or price.

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

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

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

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

All rates and amounts quoted in the Bill of Quantities shall be in Rands and cents and shall include all levies and taxes (other than VAT). VAT will be added in the summary of the Bill of Quantities.

6. CORRECTION OF ENTRIES

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

7. ARITHMETICAL ERRORS

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

8. MONTHLY PAYMENTS

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

9. UNITS OF MEASUREMENT

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

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

10. PRODUCT NAMES OR SIMILAR APPROVED

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

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

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

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

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

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

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

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

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

C2.2 BILL OF QUANTITIES

SUMMARY OF BILL OF QUANTITIES

1200	GENERAL REQUIREMENTS AND PROVISION.....	R.....
1300	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS.....	R.....
1400	HOUSING, OFFICES AND LABORATORY FOR THE ENGINEER'S SITE PERSONNEL.....	R.....
1500	ACCOMMODATION OF TRAFFIC.....	R.....
1700	CLEARING AND GRUBBING.....	R.....
2100	DRAINS.....	R.....
2200	PREFABRICATED CULVERTS.....	R.....
3100	BORROW MATERIALS.....	R.....
3300	MASS EARTHWORKS.....	R.....
3400	PAVEMENT LAYERS OF GRAVEL MATERIAL.....	R.....
5100	PITCHING, STONEMWORK AND EROSION PROTECTION	R.....
5200	GABIONS.....	R.....
5600	ROAD SIGNS WITH PAINTED OR COLOURED SEMI-MATT BACKGROUND.....	R.....
5800	LANDSCAPING AND PLANTING PLANTS.....	R.....
5900	FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS.....	R.....
8100	TESTING MATERIALS AND WORKMANSHIP.....	R.....
SUBTOTAL – A.....		R.....
ADD CONTINGENCIES 10%.....		R.....
SUBTOTAL – B.....		R.....
ADD VAT@ 15%.....		R.....
GRAND TOTAL		R.....

SIGNED ON BEHALF OF TENDERER:

C3 SCOPE OF WORK

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C3.2 PROJECT SPECIFICATIONS

A : GENERAL

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PSA GENERAL

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- PA OHS&A 1993 HEALTH AND SAFETY SPECIFICATION
- PB ENVIRONMENTAL MANAGEMENT PLAN
- PC EPWP REQUIREMENTS**

C3.1 STANDARD SPECIFICATIONS

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

Although not bound in nor issued with this Document, the following Parts of the COLTO (1998) Standard Specifications for Road and Bridge Works for State Road Authorities shall apply:

COLTO (1998) 1200	General Requirements and Provisions
COLTO (1998) 1300	Contractor's Establishment on Site and General Obligations
COLTO (1998) 1500	Accommodation of Traffic
COLTO (1998) 1600	Overhaul
COLTO (1998) 1700	Clearing and Grubbing
COLTO (1998) 1800	Dayworks
COLTO (1998) 2100	Drains
COLTO (1998) 2300	Concrete Kerbing, Concrete Channelling, Chutes and Downpipes and Concrete Lining for Open Drains
COLTO (1998) 3400	Pavement Layers of Gravel Material
COLTO (1998) 3500	Stabilization
COLTO (1998) 3600	Crushed Stone Base
COLTO (1998) 3800	Breaking Up Existing Pavement Layers
COLTO (1998) 3900	Patching and Repairing Edge Breaks
COLTO (1998) 4100	Prime Coat
COLTO (1998) 4200	Asphalt Base and Surfacing
COLTO (1998) 4500	Double Seals
COLTO (1998) 5700	Road Markings
COLTO (1998) 5900	Finishing the Road and Road Reserve and Treating Old Roads
COLTO (1998) 7400	Patented Earth Retaining Systems
COLTO (1998) 8100	Testing Materials and Workmanship

Variations and additions to the various COLTO (1998) Standard Specifications for Road and Bridge Works for State Road Authorities are given in Portion B of the Project Specifications

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

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

Other documents:

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

Model Preamble for Trades from the Association of SA Quantity Surveyors

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

C3.2 PROJECT SPECIFICATIONS

STATUS

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

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

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

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

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

PART A: GENERAL

PS.1 PROJECT DESCRIPTION

The scope comprises the construction of Nkalankala Access Gravel Road in Ward 10. The project includes the construction of new gravel road, including complete road stormwater, road signage and road marking, where applicable.

PS.2 DESCRIPTION OF THE SITE AND ACCESS

PS.2.1 Location of Site

This area is approximately 5.4km from Nquthu Municipality offices.

	Latitude	Longitude
Start of Road	28°16'53.53"S	30° 41'45.85"E
End of Road	28°15'16.05"S	30° 41'31.05"E

PS.2.2 Access to Site

Access to the site can be obtained from the Nquthu Local Municipality offices by traveling West on GHS Mdlalose street for 0.67km, travel East for 0.11km on Mkhize road, travel west on Malamba Ave for 0.22 Km, then turn left on Dr Mangosuthu Road your destination will be on your right after travelling 0.5km..

PS.2.3 Nature of the Ground and Subsoil Conditions

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

PS.3 CONSTRUCTION AND MANAGEMENT REQUIREMENTS

PS.3.1 General

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

Certain aspects however require further attention as described hereafter.

PS.3.2 Labour Intensive Competencies of Supervisory and Management Staff

Contractors shall only engage supervisory and management staff in labour intensive works who have either completed, or for the period 1 April 2004 to 30 June 2006, are registered for training towards, the skills programme outlined in Table 1.

Table 1: Skills programme for supervisory and management staff

Personnel	NQF level	Unit standard titles	Skills programme description
Team leader / supervisor	2	Apply Labour Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, and } any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Foreman/ supervisor	4	Implement labour Intensive Construction Systems and Techniques	This unit standard must be completed, and } any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Site Agent / Manager (i.e. the contractor's most senior representative that is resident on the site)	5	Manage Labour Intensive Construction Processes	Skills Programme against this single unit standard

The managing principal of the contractor, namely, a sole proprietor, the senior partner, the managing director or managing member of a close corporation, as relevant, having a contractor grading designation of 1CE, 2CE, 3CE and 4CE shall have personally completed, or for the period 1 April 2004 to 30 June 2006 be registered on a skills programme for the NQF level 2. All other site supervisory staff in the employ of such contractors must have completed, or for the period 1 April 2004 to 30 June 2006 be registered on a skills programme for, the NQF level 2 unit standards or NQF level 4 unit standards.

PS.3.3 Employment of Labour

It is the intention that this Contract should make the maximum possible use of the labour force which is at present underemployed.

To this end it will be expected of the Contractor to employ and train labour on this Contract.

The Contractor shall fill in the forms relating to Key Personnel and state how many key personnel he intends to employ in the various categories. The numbers stated in the above

mentioned form will be strictly controlled during the contract period and any increase in numbers shall be subject to the approval of the Engineer.

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

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

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

Labour intensive construction will be used to implement the Works and will include all of the following operations: -

- (a) All trenching and backfilling of trenches. Excavation in hard, unpickable material and rock will be done by machine and blasting respectively;
- (b) All laying and bedding of pipework. The contractor is required to train local labour in the laying of these pipes;
- (c) Bedding, including the short haul by wheel barrow at a maximum distance of **100m**, of imported stockpiles placed alongside the trench;
- (d) Construction of manholes, valve chambers, gabion basket filling, erosion protection measures etc;
- (e) Manufacturing of pipe route markers on site; and
- (f) Steel fixing, shutter hand work and minor concrete works.

Plant may be used to deliver bedding to the trench at **100m** intervals from where labour must be used to load, haul and off-load the material using wheelbarrows. **The use of a machinery for this activity will not be permitted.**

All work to be executed by labour intensive methods will be demarcated as **(LI)** in the bill of quantities. Any work so designated or specified in this specification as being done labour intensively but which is not executed by labour, notwithstanding any payment made to the labour, will not be paid for.

Labour Return : (Current Month)

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

Expenditure

(All excl VAT)

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

SMME Schedule

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

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

P.S.3.3.1 Payment for the Labour-Intensive Component of the Works:

Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

P.S.3.3.2 Applicable Labour Law

The Ministerial Determination 4: Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment act of 1997 by the Minister of Labour in Government Notice NR347 of 4 May 2012, as reproduced below, shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers. An EPWP contract shall be signed between the contractor and the EPWP participant using the template appended. The contracts shall expire on earlier of (i) 31 March, (ii) at the end of the project; or (iii) completion of the works allocated.

P.S.3.3.3 Introduction

This document contains the standard terms and conditions for workers employed in elementary occupations on an Expanded Public Works Programme (EPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of an EPWP.

In this document –

- (a) “*department*” means any department of the State, implementing agent or contractor;
- (b) “*employer*” means any department, implementing agency or contractor that hires workers to work in elementary occupations on a EPWP;
- (c) “*worker*” means any person working in an elementary occupation on a EPWP;
- (d) “*elementary occupation*” means any occupation involving unskilled or semi- skilled work;
- (e) “*management*” means any person employed by a department or implementing agency to administer or execute an EPWP;
- (f) “*task*” means a fixed quantity of work;
- (g) “*task-based work*” means work in which a worker is paid a fixed rate for performing a task;
- (h) “*task-rated worker*” means a worker paid on the basis of the number of tasks completed;
- (i) “*time-rated worker*” means a worker paid on the basis of the length of time worked.

P.S.3.3.4 Terms of Work

- (a) Workers on an EPWP are employed on a temporary basis or contract basis.

P.S.3.3.5 Normal Hours of Work

- (a) An employer may not set tasks or hours of work that require a worker to work–
 - a. more than forty hours in any week
 - b. on more than five days in any week; and
 - c. for more than eight hours on any day.
- (b) An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.
- (c) A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

P.S.3.3.6 Meal Breaks

- (a) A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- (b) An employer and worker may agree on longer meal breaks.
- (c) A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended

and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.

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

P.S.3.3.6 Special Conditions for Security Guards

- (a) A security guard may work up to 55 hours per week and up to eleven hours per day.
- (b) A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

P.S.3.3.7 Daily Rest Period

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

P.S.3.3.8 Weekly Rest Period

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

P.S.3.3.9 Sick Leave

- (a) Only workers who work for more than 24 hours have the right to claim sick-pay in terms of this clause
- (b) A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.
- (c) A worker may accumulate a maximum of twelve days' sick leave in a year
- (d) Accumulated sick-leave may not be transferred from one contract to another contract.
- (e) An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- (f) An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
- (g) An employer must pay a worker sick pay on the worker's usual payday.
- (h) Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –
 - (i) absent from work for more than two consecutive days; or
 - (j) absent from work on more than two occasions in any eight-week period.
- (k) A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.
- (l) A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

P.S.3.3.10 Maternity Leave

- (a) A worker may take up to four consecutive months' unpaid maternity leave.
- (b) A worker is not entitled to any payment or employment-related benefits during maternity leave.
- (c) A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- (d) A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- (e) A worker may begin maternity leave –

- (f) four weeks before the expected date of birth; or
- (g) on an earlier date –
 - a. if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
 - b. if agreed to between employer and worker; or
 - c. on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
- (h) A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.

P.S.3.3.11 Family responsibility leave

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

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

P.S.3.3.12 Statement of Conditions

An employer must give a worker a statement containing the following details at the start of employment –

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

P.S.3.3.13 Keeping Records

Every employer must keep a written record of at least the following –

- (a) the worker's name and position;
- (b) Certified ID copies of all locally employed labour
- (c) Signed Contracts between the employer and the EPWP Participants
- (d) Attendance Registers for the EPWP Participants
- (e) Monthly Reporting Template as per EPWP requirements
- (f) in the case of a task-rated worker, the number of tasks completed by the worker;
- (g) in the case of a time-rated worker, the time worked by the worker;
- (h) Proof of payments made to each worker.
- (i) The employer must keep this record for a period of at least three years after the completion of the EPWP.

P.S.3.3.14 Payment

- (a) An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
- (b) A worker may not be paid less than the minimum EPWP wage rate of R150.00 per day or per task. This will be adjusted annually on the 1st of November in-line with inflation (available CPI as provided by StatsSA six (6) weeks before implementation).
- (c) A task-rated worker will only be paid for tasks that have been completed.
- (d) An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.

- (e) A time-rated worker will be paid at the end of each month.
- (f) Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- (g) Payment in cash or by cheque must take place –
 - a. at the workplace or at a place agreed to by the worker;
 - b. during the worker's working hours or within fifteen minutes of the start or finish of work;
 - c. in a sealed envelope which becomes the property of the worker.
- (h) An employer must give a worker the following information in writing –
 - a. the period for which payment is made;
 - b. the numbers of tasks completed or hours worked;
 - c. the worker's earnings;
 - d. any money deducted from the payment;
 - e. the actual amount paid to the worker.
- (i) If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.
- (j) If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

P.S.3.3.15 Deductions

- (a) An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- (b) An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- (c) An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.
- (d) An employer may not require or allow a worker to –
 - a. repay any payment except an overpayment previously made by the employer by mistake;
 - b. state that the worker received a greater amount of money than the employer actually paid to the worker; or
 - c. pay the employer or any other person for having been employed.

P.S.3.3.16 Health and Safety

- (a) Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
- (b) A worker must –
 - a. work in a way that does not endanger his/her health and safety or that of any other person;
 - b. obey any health and safety instruction;
 - c. obey all health and safety rules of the EPWP;
 - d. use any personal protective equipment or clothing issued by the employer;
 - e. report any accident, near-miss incident or dangerous behavior by another person to their employer or manager.

P.S.3.3.17 Compensation for Injuries and Diseases

- (a) It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on an EPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- (b) A worker must report any work-related injury or occupational disease to their employer or manager.
- (c) The employer must report the accident or disease to the Compensation Commissioner.
- (d) An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will

be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

P.S.3.3.18 Termination

- (a) The employer may terminate the employment of a worker for good cause after following a fair procedure.
- (b) A worker will not receive severance pay on termination.
- (c) A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.
- (d) A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available.
- (e) A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available.

P.S.3.3.19 Certificate of Service

On termination of employment, a worker is entitled to a certificate stating –

- (a) the worker's full name;
- (b) the name and address of the employer;
- (c) the EPWP on which the worker worked;
- (d) the work performed by the worker;
- (e) any training received by the worker as part of the EPWP;
- (f) the period for which the worker worked on the EPWP;
- (g) any other information agreed on by the employer and worker.

P.S.3.3.20 Contractor's default in payment to Labourers and Employees

- (a) Any dispute between the Contractor and labourers, regarding delayed payment or default in payment of fair wages, if not resolved immediately may compel the Employer to intervene.
- (b) The Employer may, upon the Contractor defaulting payment, pay the moneys due to the workers not honoured in time, out of any moneys due or which may become due to the Contractor under the Contract.

P.S.3.3.21 Provision of Handtools

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

P.S.3.3.22 Reporting

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

- (a) Signed Master rolls/pay sheets of temporary workers and permanent staff detailing the number, category, gender, rate of pay and daily attendance.
 - (b) Certified ID copies of all locally employed labour
 - (c) Signed Contracts between the employer and the EPWP Participants
 - (d) Attendance Registers for the EPWP Participants
 - (e) Monthly Reporting Template as per EPWP requirements
 - (f) Plant utilization returns
- Progress report detailing production output compared to the programme of works

P.S.3.3.23 Labour-intensive works

Labour-intensive works comprise the activities such as those described in SANS 1921-5, Earthworks activities which are to be performed by hand, and its associated specification data. Such works shall be constructed using local workers who are temporarily employed in terms of this Scope of Work.

PS.3.4 Construction Programme

(a) Preliminary Programme

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

Tenderers may submit tenders for an alternative Time for Completion in addition to a tender based on the specified Time for Completion. Each such alternative tender shall include a preliminary programme similar to the programme above for the execution of the works, and shall motivate his proposal clearly by stating all the financial implications of the alternative completion time.

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

(b) Programme in terms of Clause 5.6 of the General Conditions of Contract

It is essential that the construction programme, which shall conform in all respects to Clause 5.6 of the General Conditions of Contract, be furnished within the time stated in the Contract Data. The preliminary programme to be submitted with the tender shall be used as basis for this programme. The Contractor's attention is also drawn to clause 5.7 of the General Conditions of Contract 2015.

PS.3.5 Drawings *(Read with SANS 1921 – 1: 2004 clauses 4.1.7; 4.1.11 and 4.1.12)*

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

The contractor shall be supplied with three complete paper copies of the construction drawings free of charge. The Contractor shall at his own expense produce there from all further paper prints required for the construction of the work.

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

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

PS.3.6 Quality Assurance (QA) *(Read with SANS 1921 – 1: 2004 clause 4.4)*

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

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

PS.3.7 Management and Disposal of Water *(Read with SANS 1921 - 1 : 2004 clause 4.6)*

The Contractor shall pay special attention to the management and disposal of water and stormwater on the site. It is essential that all completed works or parts thereof are kept dry and properly drained. Claims for delay and for repair of damage caused to the works as a result of the Contractor's failure to properly manage rain and surface water, will not be considered.

PS.3.8 Blasting

No blasting shall be carried out for the execution of the Works without the prior consent of the Engineer. This consent will not be given where in the opinion of the Engineer blasting may give rise to unnecessary risk of damage to surrounding property and other means of excavation are available to the Contractor. Where consent to blasting is given such consent shall in no way relieve the Contractor of any of his liabilities under the Contract.

No blasting will be permitted within 10 m of any structure, pipeline or service unless the Contractor can satisfy the Engineer that his proposed blasting methods and controls are such that no damage will be caused to the adjoining structure, pipeline or service. The Engineer may then ask for vibro-readings to be taken at no additional cost to the Employer. No blasting is to be carried out in Eskom, Telkom or other servitudes or way leaves unless the relevant authorities have been advised in writing three weeks prior to blasting. Where blasting is carried out the Contractor shall arrange for a representative of the relevant authority to be present prior to and during the blast.

The Contractor shall conform to all Government regulations in regard to blasting, handling and storage of explosives.

PS.3.9 Spoil Sites *(Read with SANS 1921 - 1 : 2004 clause 4.10)*

The spoil sites shall be determined on site in conjunction with the Engineer. The Contractor shall be permitted to use only those spoil areas approved by the Engineer.

Should the Contractor wish to use any other tip area for the disposal of soil, rubble, vegetation, etc, its use shall be subject to the approval of the Engineer.

PS.3.10 Testing *(Read with SANS 1921 – 1 : 2004 clause 4.11)*

(a) Process control

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

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

(b) Acceptance Control

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

PS.3.11 Site Establishment *(Read with SANS 1921 - 1 : 2004 clause 4.14)*

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

The Engineer will facilitate all communication with the tribal authority.

(a) Water and Electricity

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

Water will be made available for hydraulic testing purposes only. All other water required for construction purposes is to be sourced by the Contractor and is to be allowed for in his rates.

(b) Location of Site Office

A suitable site will be indicated at the Site Inspection. The contractor will need to allow for the fencing of the site.

Watchmen only may be housed on site.

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

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

(c) Telephone

The contractor shall make his own arrangements in this regard. Cellular phone coverage is available in the area as are the normal land line facilities provided by Telkom.

PS.3.12 Survey Beacons *(Read with SANS 1921 - 1 : 2004 clause 4.15)*

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

PS.3.13 Existing Services *(Read with SANS 1921 - 1 : 2004 clause 4.17)*

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

No work may proceed on road crossings under the provincial main roads until the necessary approvals are in place as confirmed by the Engineer. All work within the road reserve shall comply with the specifications of the Provincial Department of Transport as will be issued to the Contractor by the Engineer.

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

Prior to commencing construction activities in a particular area, the Contractor shall also diligently enquire of local landowners as to whether there are any other known services which have not been shown on the drawings but which may be affected by the construction activities in that area, and any such services shall be brought to the attention of the Engineer immediately. The Contractor shall take note of the requirements of clause 1202 of the standard specifications with regard to services.

PS.3.14 Health and Safety *(Read with SANS 1921 - 1: 2004 clause 4.18)*

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

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

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

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

The Contractor's failure to comply will also be recorded on the Nquthu Local Municipal data base and will affect the award of adjudication points to the Contractor on future work tendered for.

PS.3.15 Requirements for Accommodation of Traffic (Read with SANS 1921 - 2 : 2004)

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

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.

Accommodation of traffic, where applicable shall comply with SANS 1921-2: 2004: Construction and Management Requirements for Works Contracts, Part 2: Accommodation of Traffic on Public Roads occupied by the Contractor. The Contractor shall obtain this specification from Standards South Africa.

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

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

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

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

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

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

PS.3.16 Management of the Environment (Read with SANS 1921 - 1 : 2004 clause 4.19)

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

(a) Natural Vegetation

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

(b) Fires

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

(c) Environmental Management Plan

In addition to the above, all requirements of the Environmental Management Plan (EMP) as

detailed in the Particular Specifications, will be adhered to.

Failure to adhere to the EMP in all respects will be recorded on the Nquthu Local Municipal database and will affect the award of adjudication points to the Contractor on future work tendered for.

PS.3.17 Abnormal Climatic Conditions

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

$$V = (Nw - Nn) R_w / R_n \text{if } (Nw - Nn) > 0$$

The symbols have the following meanings respectively:

- V = Extension of time in calendar days in respect of the calendar month under consideration.
- Nw = Actual number of days during the calendar month on which a rainfall of 10mm or more is recorded.
- Nn = Average number of days, as derived from existing rainfall records, on which a rainfall of 10mm or more has been recorded for the calendar month
- R_w = Actual rainfall recorded for the calendar month.
- R_n = Average rainfall for the calendar month under consideration as determined from existing rainfall records.

When calculating the extension of time for a part of a month pro rata values of R_n and N_n shall be used.

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

If Nw for any month is smaller than Nn the formula to be used shall be:

$$V^1 = (Nn - Nw)$$

The total extension of time for completion shall be the sum of the values of

V minus the sum of the values of V^1 .

Total extension of time = $V - V^1$.

The following are the most reliable values of Nn and Rn available and shall be used unless other values are mutually agreed upon beforehand:

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

Month	Nn	Rn
January	3	121.7
February	2	103.7
March	2	92.0
April	1	49.4
May	0	24.6
June	0	14.0
July	0	16.8
August	0	18.9
September	1	47.3
October	3	88.4
November	3	112.0
December	3	117.4

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

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

No of days extension of time granted

Total number of working days in the Contract X Total for time related P&Gs

PS.3.18 Drawings of Record

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

Included in the information to be provided by the contractor shall be the co-ordinated position of all above ground visible features including:

- a) Manholes;
- b) Valve positions including air, isolating valves and scour valves; and
- c) All change of direction in the pipe alignment including tees.

PS. 4 PROJECT REQUIREMENTS

PS4.1 SITE CLEARANCE , EXCAVATION AND FREE-HAUL

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

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

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

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

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

PS 4.2 CUT AND FILL FOR BUILDING PLATFORMS

Buildings shall be constructed completely in cut, with a minimum underfloor backfill. Should the contractor wish to construct on fill, he shall allow at his own cost, for longer columns and higher foundation walls to allow for **founding on in-situ material**. Access and ease of access into the building for the intended use shall remain unaltered. The Contractor shall arrange independent compaction tests, before any building is taking place, at his own cost. Building work shall be removed if there is any doubt whatsoever regarding the compaction. At least 3 evenly distributed places per site shall be tested, once off, after completion of the platform or infill. Water for compaction shall be provided by the Contractor at his own cost.

PS 4.3 COMPACTION OF UNDER FLOOR FILL

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

PS 4.4 EXISTING SERVICES

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

PS 4.6 WATER SUPPLY PIPE

Only SABS approved HDPE and uPVC pipe to be used. Trench depth to be determined to allow for bedding where required and 1800 mm cover for bulk. Grading of the trench shall be as such that the pipe will have no local high points between air valves/outlets, in other words, must rise continuously from the lowest points to the air valves/outlets. The Contractor shall use a dumpy level to verify this and to locate the air valves. The same applies for scour valves but obviously

the other way round. The trench “pegging” cost shall be included under the excavation cost. Long sections may be provided by the Engineer or Employer as a guide only. Trenching, bedding and selected fill as per SABS 1200 DB and LB. The trench width for pipe diameters of 300 mm and less shall be minimum pipe diameter plus 500mm (250 mm side allowance) to allow adequate working space for proper jointing and laying of pipe, but shall not be wider than pipe diameter plus 600 mm

PS 4.8 CONCRETE AND FLOORS

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

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

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

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

Foundations

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

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

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

Wood floated finish

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

Steel-floated finish

The moisture film shall be allowed to harden sufficiently to prevent laitance from being worked to the surface. Where steel floating with a non-slip surface is specified, the surface shall still be

smooth after making it non-slip and shall not be abrasive at all. Under no circumstances may a cement slush be used during the floating process.

Casting of concrete

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

PS 4.9 BLOCK AND BRICK WORK

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

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

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

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

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

PS 4.11 PAINTWORK

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

PS 4: 12 COMMISSIONING AND ACCEPTANCE

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

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

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

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

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

PS 4:19 FINAL COMPLETION DATE

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

PS 4:20 MAINTENANCE OBLIGATIONS

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

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

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

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

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

SCOPE OF WORK (PROJECT SPECIFICATIONS)

MATTERS RELATING TO THE STANDARD SPECIFICATIONS

B1 PROJECT SPECIFICATIONS REFERRING TO THE STANDARD SPECIFICATIONS AND ADDITIONAL SPECIFICATIONS

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

The number of each clause and each payment item in this part of the Project Specifications consists of the prefix B followed by a number corresponding to the number of the relevant clause or payment item in the Standard Specifications. The number of a new clause or a new payment item that does not form part of a clause or a payment item in the Standard Specifications and is included here, is also prefixed by B followed by a new number. The new numbers follow on the last clause or item number used in the relevant section of the Standard Specifications.

B2 SECTION 1100 : DEFINITIONS AND TERMS

B 1115 GENERAL CONDITIONS OF CONTRACT

REPLACE "for National and Provincial Road and Bridge Works", IN THE SECOND AND THIRD LINES WITH "The General Conditions of Contract for Construction Works (GCC 2015)".

Add the following clause:

"B 1156 LABOUR-OPTIMISING CONSTRUCTION

The cost effective employment of as great a portion of labour as is practically and technically feasible to produce a standard of construction as required by the Specifications, thus the economic substitution of plant and mechanical equipment in favour of available labour using hand tools, on condition that this method is not more expensive than the conventional construction practices."

B3 SECTION 1200 : GENERAL REQUIREMENTS AND PROVISIONS

B 1202 SERVICES

Add the following:

"Before work commences, the Contractor shall contact all private owners or public authorities controlling services to allow them to protect, move or relocate a service as required, or to confirm that all such work has been completed.

No payment will be made for inconvenience to the Contractor due to services crossing the Site or any authority working on such services, nor will delays caused by such workings be accepted as a basis for claiming an extension of time for completing the Works."

B 1209 PAYMENT

(b) Rates to be inclusive

Add the following to the first paragraph:

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

Add the following subclause:

"(g) Payment certificates

With reference to Clause 49.1 of the General Conditions of Contract, the Engineer's Certificate will only be issued after he has received a draft certificate prepared by the Contractor at his own expense in the form prescribed by the Engineer. The cost of duplicating and delivering copies of the certificate to the Contractor, the Engineer and the Employer shall be borne by the Contractor. The Engineer and the Employer require a total of four sets of A4-sized paper copies."

B 1215 EXTENSION OF TIME RESULTING FROM ABNORMAL RAINFALL

Replace the clause 45 with:

Clause 5.12.2.2 of the GCC (2010) as amended in the Contract Data.

Change the existing heading of clause 1215 to read as above and wherever the expression 'abnormal rainfall' or 'rainy weather' is encountered replace it with 'inclement weather'.

Make the following changes to Method (ii) (Critical-path method):

Add the following final paragraphs:

"Extension of time resulting from rainfall or other forms of inclement weather shall be calculated according to the requirements of Method (ii) (Critical-path method). The 'n' value of working days, as specified in this clause as being expected delays for which the contractor must make allowance in his programme, have been calculated from the figures given in Table B1215/1 below.

Table B1215/1: Average delays due to inclement weather

Month	Jan*	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec*	Total
'n' delays (rain)	6 (4)	5	5	4	2	0	0	1	3	5	6	6 (3)	43(38)

* The figures shown in brackets are the 'n' days of rain expected in December/January but reduced to take account of the standard construction break over the Christmas/New Year period.

Adjustment to the contract period shall only be made at the end of the contract when the contractor may submit its claim for the agreed extension due as well as any additional payment resulting from the delay. If approved extensions of time extend the completion date beyond the start of the contractor's holiday in December, the holiday period shall not be considered as working days. Any remaining extension of time at this date shall be calculated from the first statutory working day in January the following year, provided that the contractor has shown in his programme that he intends to close during the traditional Christmas/New Year break."

Add the following:

B 1230 MEASUREMENT AND PAYMENT

Item

Unit

B 12.01 Excavation for existing services:

- a) Excavation and backfill in search of existing services in soft material situated in the following depth ranges
 - (i) 0m to 2m m³
 - b) Extra over B12.01(a) for excavation in hard material in close vicinity of services using picks, jackhammers, power tools etc. where no blasting or machine excavation is permitted m³

The tendered rate shall include full compensation for all construction equipment, labour, loss of production, transportation of equipment and materials to spoil as well as other items or losses suffered by the contractor.

B 12.03 Relocation of services:

- a) Allow a provisional sum for the repair and/or relocation of existing services which is not allowed for in the schedule of quantities..... PC. Sum
- b) Handling cost and profit..... Percentage %

The tendered percentage is a percentage of the amount actually spent under sub-item B12.02 (a), which shall include full compensation for the handling cost of the Contractor, and the profit in connection with the relocation and protection of existing services ordered by the Engineer.

B4 SECTION 1300 : CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS

B 1303 PAYMENT

B13.01 The Contractor's general obligations

Add the following after the fourth paragraph:

"The combined total tendered for sub-items (a) and (c) shall not exceed 15% of the Tender Sum (excluding Section 1200, the contingent sum and VAT)."

Add the following on page 1300-2.

"The Contractor will not be paid time-related obligations for any Special Non-Working Days, which shall be deemed to have been allowed for in his rates.

The time-related obligations shall also cover the cost of providing security personnel the Contractor deems appropriate, taking cognisance of the location of the site and the historical record of incidents of crime in the area".

"(d) Health and safety obligation"

"The tendered rate for sub item 13.01 (c) represents full compensation for that part of the contractor's general obligations that are mainly a function of construction time. The tendered sum will be paid from the Commencement Date until the end of the period for completion of the works, plus any extension thereof as provided in the general conditions of contract.

Payment for time related costs arising from extensions of time granted by the employer, where the contractor is fairly entitled to such compensation in terms of the General Conditions of Contract, will be calculated by taking account only of pay items for which the unit of measurement is "month". All pay items for which the unit of measurement is "month" are deemed to be based on 6 working days per week and 4 weeks per month."

Add the following as a final paragraph at the end of this section on payment

"Payment of the rate for sub-item (d) shall include full compensation for all the contractor's obligations relevant to health and safety legislation.

B5 SECTION 1500 : ACCOMMODATION OF TRAFFIC

B 1501 SCOPE

Add the following:

“This section also covers the provision of additional information signs for materials and releasing notices to the media and the public.”

B 1502 GENERAL REQUIREMENTS

i) Traffic Safety Officer

Add the following:

“The traffic safety officer shall be approved by the engineer. If found incompetent, the engineer shall instruct the Contractor to remove and replace him with a competent person. The Contractor shall provide the officer with the necessary resources, inter alia a light delivery van (LDV), warning boards and two revolving amber flashing lights. The works CONTRACTOR’S TRAFFIC CONTROL shall be displayed on these warning boards in 250mm high red letters on a white background and the boards shall be mounted on the vehicle at least 1,5m above ground level to be clearly visible. The vehicle shall be equipped with two revolving amber coloured flashing lights with a minimum intensity of 100W. The warning light shall be switched on at all times and the boards shall be displayed when the vehicle is used on the site. The traffic safety officer, his vehicle, equipment and personnel shall be available 24 hours per day and on special non-working days as specified in the Appendix to Tender and shall not be utilised for any other duties.

The traffic safety officer shall, in addition to the duties listed in paragraph 1502(I), also be responsible for removal of broken down vehicles off the roadway and implementing actions requested by the traffic authorities with regard to the work to be carried out, be responsible for the erection and maintenance of all traffic signs necessary for the accommodation of traffic, ensure that the temporary traffic lights are functioning properly, ensure that all obstructions related to the Contractor’s activities are removed before nightfall every day and ensure that the road is safe for night traffic.

He shall also be responsible for contacting the relevant traffic authority and South African Police Service in the event of an accident on the section of road under construction, give assistance to injured persons and animals, irrespective whether they are in the employ of the Contractor or not, remove vehicles that block the road, irrespective of whether it is a result of an accident or normal breakdown.”

Add the following:

“It is a condition of this contract that traffic is accommodated taking into account the provisions of the latest edition of the South African Road Traffic Signs Manual (SARTSM). The latest version for use in the accommodation of traffic is volume 2, chapter 13 of the June 1999 edition. Copies of this publication are available from Government Printers –Tel: (012) 334 4507/8/9 or (012) 3344510 Fax: (012) 323 9574.

This section also covers the provision of additional information signs for motorists and the release of any notices to the media and public.”

B1502: GENERAL REQUIREMENTS

(a) Safety

Add the following:

"The contractor shall be responsible for maintaining the existing road surface both within the works area and the advance warning and termination areas in a safe and trafficable condition for the duration of the contract."

(i) Traffic Safety Officer

Insert the following as the opening phrase to sub-sub-clause (i)

"make himself available to discuss road safety and traffic accommodation matters whenever required by the engineer and shall be responsible..."

Delete sub-sub-clauses (ii) and (iii) and replace with the following"

- "(ii) Record on neat and dimensioned sketches and submit to the engineer the position and sign reference number, where applicable, of each sign, barricade, delineator, cone, amber flicker light, guardrail and permanent or temporary painted road marking feature. The position of each shall be adequately referenced from the marker boards or other surveyed points on the site of the works.

These records shall also show the date and time at which the recorded traffic accommodation features are certified correct by the traffic safety officer, and shall be signed by the traffic safety officer before being submitted to the engineer.

The records shall similarly account for whatever changes are made in the field. Such changes shall record the position of flagmen and stop/go control men and their associated traffic accommodation equipment wherever they are used.

- (iii) Personally inspect the position and condition of each traffic accommodation feature on the whole site of works twice each day by 9h30 and by 16h30, to record all irregularities discovered and the remedial action taken, and to sign off as correct and submit to the engineer such record sheets by midday of the next working day. The traffic safety officer shall keep a duplicate book for this specific purpose.

The traffic safety officer shall also submit with this report the daily labour returns of flagmen, stop/go and traffic signal control men employed."

Add the following sub-clauses:

(k) Site Personnel

The contractor shall ensure that all his personnel, excluding those who are permanently office bound, are equipped with reflective safety jackets and that these are worn at all times when working on or near to the travelled way. Any person found not wearing a reflective jacket under these circumstances shall be removed from the site until such time as he is in possession of and wearing a reflective jacket. Reflective safety jackets shall be kept in good condition and any jackets that are, in the opinion of the engineer, ineffective shall be immediately replaced by the contractor.

(l) Failure to comply with provisions

Failure or refusal on the part of the contractor to take the necessary steps to ensure the safety and convenience of the travelling public, accommodation of traffic, plant and personnel in accordance with these specifications or as required by statutory authorities or ordered by the engineer, shall be sufficient cause for the engineer to apply penalties as follows:

A fixed penalty of R5 000.00 per occurrence shall be deducted for each and every occurrence of non-compliance with any of the requirements of section 1500 of the standard specifications and section B1500 of the project specifications.

In addition a time-related penalty of R500.00 per hour over and above the fixed penalty shall be deducted for non-compliance to rectify any defects in the accommodation of traffic within the allowable time after the engineer has given an instruction to this effect. The engineer's instruction shall state the allowable time, which shall be the time in hours for reinstatement of the defects. Should the contractor fail to adhere to this instruction, the time-related penalty shall be applied from the time the instruction was given."

B 1503: TEMPORARY TRAFFIC-CONTROL FACILITIES

Replace the first sentence of the first paragraph with the following:

"The contractor shall provide, erect and maintain the necessary traffic-control devices, road signs, channelisation devices, barricades, warning devices and road markings (hereinafter referred to as traffic-control devices) in accordance with these special provisions and as shown on the drawings and in the SARTSM and remove them when no longer required. It shall be incumbent upon the contractor to see to it that the abovementioned traffic-control devices are present where required at all times and are functioning properly."

Replace the third paragraph with the following:

"The type of construction, spacing and placement of traffic-control devices shall be in accordance with the SARTSM. The recommended arrangements of the traffic control devices illustrated and/or drawings issued by the engineer shall not be departed from without prior approval of the engineer. The arrangements expected to be most commonly used in the contract are given on the tender drawings.

The details shown for spacing and placement of traffic-control facilities may however, be revised at the discretion of the engineer where deemed necessary to accommodate local site geometry and traffic conditions."

(b) Road signs and barricades

Add the following:

"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.

All temporary road signs required to remain in position for some time shall be pole mounted as shown on the drawings. All temporary road signs required to be moved more often shall be mounted on portable supports for the easy moving of signs to temporary positions. The only permitted method of ballasting the sign supports shall consist of durable sandbags filled with sand of adequate mass to prevent signs from being blown over by wind. The cost of the sandbags shall be included in the tendered rates for the various types of temporary road signs.

(c) Channelisation devices and barricades

Add the following:

"The use of drums as Channelisation devices shall not be permitted. Drums may however be used to set up barriers as provided for in sub clause 1503(d).

Delineators shall:

- (i) Comply with the manufacturing and reflective requirements of the SARTSM and the blades shall be reversible with dimensions as indicated on the drawings;
- (ii) Have smooth and round edges and be mounted on a post and base. All components shall be of durable plastic material;
- (iii) Have the lower edge of the reflective part of the delineator mounted not lower than 250mm above the road surface;
- (iv) Be capable of withstanding the movement of passing vehicles and gusting winds up to 60 km/h in typical working conditions without falling over. To achieve this, the base shall be at least 0,18 m² and ballasted by sandbags with sand;
- (v) Together with its mounting be designed such that it will collapse in a safe manner under traffic impact.

Traffic cones manufactured in a fluorescent red-orange or red plastic material may be used only at short term lane deviations during daylight. Cones shall not be used on their own, but shall be interspersed with delineators at a ratio not exceeding 3:1. Cones used on all deviations shall be 750 mm high. Lane closures which continue into the night time shall be demarcated by delineators only."

Add the following sub clauses:

- (g) Flagmen

Flagmen shall be provided where shown on the drawings or required by the specification. During the daytime, at least two flagmen shall be provided at each traffic control point in addition to the STOP/GO sign operator. Where the shoulder of the road is closed to traffic, a flagman shall be provided at the leading end of the closure during daytime. No flagman shall be on duty for a period of more than 10 hours per day.

Flagmen shall be adequately trained in the standard flagging techniques as described in the SARTSM (refer to figure 13.23 of detail 13.23.1) and be provided with conspicuous clothing such as safety jackets utilizing retro-reflective and / or fluorescent panels in red, yellow and / or white.

Flagmen shall have in their possession, at all times, certification that they have attended and passed an accredited course in flagging techniques before being allowed onto the construction site.

Flags shall be made from bright red or red-orange material and shall be square with a minimum side length of 600 mm. The flag shall be attached to a staff at least 1,0 m in length.

In terms of lateral clearance and safety, flagmen shall stand on the shoulder of the lane of traffic that is being controlled and under no circumstances shall flagmen be permitted to stand within the traffic lane. In order to obtain maximum visual impact for the travelling public, flagmen shall stand-alone."

B 1513 ACCOMMODATION OF TRAFFIC WHERE THE ROAD IS CONSTRUCTED IN HALF WIDTHS

Add the following:

"Where the road is rebuilt or repaired in half widths, the traffic shall be accommodated as follows:

- a) Temporary traffic signals shall be provided where the road is rebuilt in half widths (day and night).
- b) Stop/Go-Ry facilities shall only be used for pavement repairs (i.e. patches, potholes, edge breaks and rutting) crack sealing and texture slurry as well as at sealing operations. In all these instances the road shall be in a safe trafficable condition for two way traffic over the entire width at the end of each day's work.

The Contractor shall only work on one side of the carriageway where traffic is accommodated in half widths. Work on both sides of the carriageway shall not be allowed where traffic is accommodated in half widths.

All work on the travelled way and shoulders shall be done in such a way that the remaining portion of the roadway is available for traffic.

Construction shall be separated from traffic by means of barricades, guideposts, road signs, delineators and other arrangements required by the Engineer."

B1517: MEASUREMENT AND PAYMENT

Amend item 15.01 to read as follows:

Item	Unit
B15.01 Accommodating traffic and maintaining temporary deviations:	
(a) Utrecht and feeder roads	kilometre (km)

Replace the first paragraph with the following:

"The unit of measurement shall be the kilometre, measured along the centre lines of the road where work is carried out. Accommodation of traffic shall be measured once only, that is no separate payments shall be made for lane and shoulder rehabilitation, slurry, reseal, asphalt overlay, side drains, etc. Only the net distance of the road shall be measured and overlapping distances during staged rehabilitation shall not be measured."

In the second paragraph, replace the comma after "deviations" at the start of the third line with a full stop and delete the remainder of this first sentence. Also delete the whole of the second sentence, which refers to compensation for the traffic safety officer.

In the third paragraph second sentence, insert a full stop after "use" and delete the remainder of the sentence."

B15.03 Temporary Traffic Control Facilities

Add the following sub items:

"n) Road signs, TIN Series Square metre (m²)

Add the following to the first paragraph:

"For the purpose of the calculation a day shall be regarded as having nine (9) working hours."

Amend the second paragraph as follows:

"The tendered amount shall include full compensation for all flagmen who are required to control traffic by way of flags and/or portable STOP/GO-RY signs and/or traffic signals and shall include the provision of flags and safety jackets to the flagmen."

In the title of the third paragraph *delete* the word "and" between (f) and (h) and *add*:

"(n)"

Add the following pay items:

B15.14 Provision of traffic safety equipment for use by the engineer

Item	Unit
(a) Safety jackets	number (No)

The unit of measurement shall be the number of each item provided as specified, and approved by the engineer.

The tendered rates for the various safety items shall include full compensation for provision thereof and maintenance in good working order.

Item	Unit
B15.15 Traffic safety officer	week

The unit of measurement shall be the period in weeks that the approved traffic safety office is employed. The tendered rate per week shall include full compensation for the cost of the traffic safety officer to conduct his duties as specified in sub-clauses B1502 (i)

B15.16 Penalties

- (a) Fixed penalty per occurrence number (No)
- (b) Time related penalty hour (h)

In sub item B15.6(a) a fixed penalty of R5 000.00 per occurrence shall be deducted for each and every occurrence of non-compliance with any of the requirements of section 1500 of the standard specifications and section B1500 of the project specifications.

In addition in sub item B15.16 (b), a time-related penalty of R500.00 per hour over and above the fixed penalty in sub-item B15.16 (a) shall be deducted for non-compliance to rectify any defects in the accommodation of traffic within reasonable time after the engineer has given an instruction to this effect. The engineer's instruction shall state the time in hours for re-instatement of the defects. Should the contractor fail to adhere to the instruction, the time-related penalty will be applied from the time the instruction was given."

B6 SECTION 1800 : DAYWORKS

B1801 Scope

This section covers the listing of Day work items in accordance with the general conditions of contract Sub-clause 37.2, for the use in determining payment for work which cannot be quantified in specific units in the Pricing Schedule, or work ordered by the engineer during the construction period which was not foreseen at tender stage and for which no applicable rate exists in the Pricing Schedule.

B1802 Ordering of Day work

No Day work shall be undertaken unless written authorisation has been obtained from the engineer.

B1803 MEASUREMENT AND PAYMENT

Item	Unit
B18.01 Personnel	
(a) Unskilled labour	hour (h)
(b) Semi-skilled labour	hour (h)
(c) Skilled labour	hour (h)
(d) Ganger.....	hour (h)
(e) Flagmen.....	hour (h)

Item	Unit
B18.02 Equipment	
(a) TLB	Hour (h)
(b) Watercart (15 000l minimum)	Hour (h)
(c) Compressor with breakers	Hour (h)

B18.03 Materials	
(a) Procurement of materials	Provisional (prov) sum
(b) Contractor's handling costs, profit and all other charges in respect of Sub-item B1803 (a)	Percentage (%)

The unit of measurement for items B18.01 and B18.02 shall be the hour for the item of equipment or personnel. Non-working hours for transport breakdown, lack of operator of any other reason shall not be measured. The time shall be taken from the time that the personnel and/or equipment depart until return.

Measurement shall only be for work instructed and directed by the engineer, where the engineer considers no other appropriate rate is applicable in the Pricing Schedule. Prior to the commencement of any work by the personnel described under item B18.01 the contractor must obtain written consent from the engineer regarding their classification in terms of "unskilled", semi-skilled" and "skilled" personnel.

The tendered rates for labour under B18.01 shall include full compensation to cover overhead charges and profit, leave pay, bonuses, subsistence, allowances, employer's contributions, additional payment for overtime where applicable, insurances, housing, site supervision, use of small hand tools and appliances, non-mechanical plant and equipment and consumable stores, for all administrative, supervisory, operative and contingent costs, relating to the supply of personnel.

The tendered rates for plant for item B18.02 shall be an all-inclusive hire charge for the use of the vehicle and driver or plant/equipment and operator and shall apply only to vehicles plant and equipment nominated in writing by the engineer, for all administrative, supervisory, operative and contingent cost, and profit relating to the running of the plant.

The unit of measurement for sub-item B18.03 (a) shall be the amounts actually paid for the procurement of materials to be purchased and shall be made in accordance with the provision of the general conditions of contract. Only the actual quantities of materials used, as verified by the engineer, shall be paid for.

The percentage tendered for sub-item B18.03 (b) shall be the percentage of the amounts actually paid for the procurement of materials as ordered under sub-item B18.03 (a) and shall be in full and final compensation in respect of the contractor's handling costs, profit and all other charges in connection with the procurement and supply of the materials to the point of usage.

The above mentioned tendered rates shall be full compensation for the various items as specified and no further profit shall be paid.

B7 SECTION 2100 : DRAINS

B 2100 MEASUREMENT AND PAYMENT

Add the following payment items:

Item	Unit
B 21.14 Repair and replacing existing drainage systems	
(a) Heavy duty concrete covers	No

The unit of measurement shall be number (No) of actual covers to be replaced.

The tendered rate shall include all plant, labour and material to remove the damaged cover to spoil and to place the new cover to the correct line and level to the satisfaction of the Engineer and in accordance with Municipal standards

B 21.18 Excavation for the clearing of existing drainage systems

(d) Clean existing pipes	hr
------------------------------------	----

The unit of measurement shall be hour (hr) of actual jetting time.

The tendered rate shall include all equipment, plant and labour to power water jet the pipes clean to the satisfaction of the Engineer.

B8 SECTION 2200 : PREFABRICATED CULVERT

B 2200 SCOPE

The section will also allow for the repairs to existing manholes and catchpits

B9 SECTION 2300: CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES AND CONCRETE LININGS FOR OPEN DRAINS

B 2304 CONSTRUCTION

B2301 SCOPE

This section will also include for the removal of kerb and channels in various combinations to spoil

B2304 CONSTRUCTION

(a) Prefabricated concrete kerbing and channelling

Add the following:

“After the precast kerbs have been laid the formwork for the channelling shall be set up. Expansion joints shall be allowed for at approximately 8 metres intervals, i.e. opposite the joint between the kerbs.”

B 2307 MEASUREMENT AND PAYMENT

Add the following payment items:

Item	Unit
B 23.16	Demolition and removal of existing kerbs and/or channel.....m ³

The unit of measurement shall be cubic metres (m³) of kerb and/or channel removed to spoil. The areas that will require removal will be on the instruction of the Engineer

B 23.17	Motor Slopes
a)	Standard Residential Motorslopes, with 3m ramps, as detailed on Drawing No
b)	Extra-over for additional ramp width m

The rate shall include for all labour, plant and material for the supplying of G2 quality material from commercial sources, placing to the required levels, watering and compacting to 95% Mod. AASHTO density, supplying and placing 25 MPa concrete, forming of joints, screeding and finishing to the required levels.

B 23.22	Pedestrian Ramps
a)	Pedestrian Ramps, with floated concrete finish, as shown on Drawing No

The rate shall include for all labour, plant and material for the supplying of G2 quality material from commercial sources, placing to the required levels, watering and compacting to 95% Mod. AASHTO density, supplying and placing 25 MPa concrete, forming of joints, screeding and finishing to the required levels.

B10 SECTION 3600 : CRUSHED – STONE BASE

B 3604 CONSTRUCTION

(b) Compaction

Add the following at the end of the first paragraphs:

The mixed material shall be compacted to a minimum of 100% of modified AASHTO density.

(k) Stabilisation

The mixed material shall be placed and compacted within 5 hours of the commencement of mixing.

B 3606 CONSTRUCTION TOLERANCES

Add the following:

“The grade shall be such that the height of the edge of the channel above the top of the completed base is not less than the minimum thickness of asphalt surfacing, ie 5 mm less than the specified thickness.”

B11 SECTION 4100: PRIME COAT

Add or change the following:

B 4102 MATERIALS

- a) Priming Material

The priming material used shall be MC-30 cut-back bitumen to SABS 308.

B 4105 PREPARATION OF THE LAYER TO BE PRIMED

Where the previously primed surface has become unsuitable the Engineer's Representative may order a tack coat to be applied prior to the bituminous surface being applied.

B 4106 APPLICATION OF PRIME COAT

Add the following to paragraph (c)

"MC-30 prime shall normally be applied at a rate of 0.7 l/m²."

B12 SECTION 4200 : ASPHALT BASE AND SURFACING

B 4202 MATERIALS

B 4202 (b) Aggregates

Add the following paragraph to the introductory description:

"Asphalt mixes shall be manufactured using different individual single size coarse aggregates fractions and crushed fine aggregates blended to conform to the specified grading requirements. The use of natural sands shall only be permitted if approved by the engineer and shall be limited to a maximum of 5% for continuously graded mixes. All aggregate in excess of 4,75 mm shall consist of individual nominal single sized aggregate.

- (v) Absorption

Add the following new sentence

"In addition, the total binder absorption of the combined coarse and fine aggregate blend shall not exceed 0.5%"

- (viii) Grading

*Delete the second paragraph commencing with "the target grading..." and add the following paragraphs * (delete what is not applicable)*

The grading limits for the combined aggregate grading for the asphalt surfacing shall be as specified in table 4202/7: Continuously graded medium

- (c) Fillers

Delete the second last sentence of the first paragraph and replace with:

“With the exception of stone mastic asphalt, in no instances shall more than 2% by mass filler be used in the mixes”

Add the following after the last paragraph:

“For tender purposes the active filler shall be hydrated lime”

(h) General

Add the following after the second paragraph:

“Sufficient aggregate for a minimum of 3 days production shall be separately stockpiled and tested for conformance and uniformity prior to use. The test results shall be presented to the engineer”

B 4203 COMPOSITION OF ASPHALT BASE AND SURFACING MIXTURES

In the first paragraph, third last line, after “or active filler” add:

“or aggregate content”

Delete the fifth paragraph and replace with the following:

“The design of the asphalt mixes shall be in accordance with “Interim Guidelines for the Design of Hot-Mix Asphalt in South Africa (June 2001)”, and appropriate research results. The mix properties and requirements shall be as specified in the project specifications”

The relevant asphalt mixes for the base and surfacing layers shall comply with the requirements in table B4203/2.

Table B4203/2
Asphalt mix requirements: Base and Surfacing

Property	Continuously graded surfacing mixes
Marshall Stability (kN)	8 – 18
Marshall Flow (mm)	2 – 6
Stability /Flow (kN/mm)	> 2,5
VMA (%)	> 15
VFB (%)	65 – 75
Air voids (%)	4 – 6
Indirect tensile strength @ 25°C (kPa)	> 1000
Dynamic Creep Modules @ 40°C (mPa)	> 20
Modified Lottmann* (TSR)	> 0,8
Air permeability @ 7% voids (cm ²)	< 1 x 10 ⁻⁸
Binder film thickness (microns)	5,5 – 8,0
Filler bitumen ratio	1 – 1,5

B 4203 DESIGN ASPHALT

Add the following:

“A continuously graded medium mix using a 80/100 Pen. Bituminous binder and local quartzitic aggregate is required.

B 4205 GENERAL LIMITATIONS AND REQUIREMENTS AND THE STOCKPILING OF MIXED MATERIAL

(c) Surface Requirements

(ii) Tack Coat

Add the following new paragraph:

“Hand spraying shall only be permitted on areas approved by the engineer. The binder distribution shall be capable to apply the binder evenly over the full area. The equipment shall comply with clause 4103. Tack coat shall be applied to all transverse and longitudinal joints by hand utilizing a paint brush.”

B 4206 PRODUCING AND TRANSPORTING THE MIXTURE

(c) Transporting the mixture

Add the following paragraph:

“Special precautions shall be taken by the contractor to ensure that the temperature of the total mass of asphalt does not decrease by more than 10°C from point of dispatch to the point where it is to be paved. The use of the thermal blankets is obligatory.”

Add the following new sub-clause:

“(f) Approval of asphalt mixture

Before any asphalt is placed on the road, the engineer shall approve the mix design. The approval process shall be as follows:

The contractor shall prepare and submit a laboratory design mix with test results at four different bitumen contents. The design mix shall be submitted on the prescribed form D3 of TMH 10: “Instruction for the Completion of As-Built Materials Data Sheets” with all the necessary test results completed. In addition, the proposed asphalt mixture shall be subjected to gyratory testing. All the expenses in preparing and submitting the laboratory design mix shall be to the contractors cost.

Samples of all aggregate and bitumen shall be submitted with the laboratory design mix to enable the engineer to carry out check design testing as necessary. The above design and aggregate shall be submitted to the engineer at least six weeks before it is intended to commence with any asphalt production for approval which should be given within a maximum of ten days.

The engineer may instruct the contractor at any time to halt his paving process and to review the whole or part of the above process should a change of aggregate properties occur, the specified asphalt requirements not being met and/or a consistent asphalt mixture not be produced.”

B 4210 COMPACTION

Add the following:

"The densities of all cores shall be equal to or greater than the 95% Marshall Density, for the lot to be acceptable."

B 4213 CONSTRUCTION TOLERANCES AND FINISH REQUIREMENTS

Add the following to paragraph (a)(iv):

"Notwithstanding these allowances, at no place shall the level of the top of the asphalt surface fall below that of the adjacent low side concrete channel."

B 4214 QUALITY OF MATERIAL AND WORKMANSHIP

(b) Coring of asphalt layers

Add the following:

"A suitable coring machine shall be available on a daily basis when asphalt paving is taking place. Cores shall only be drilled, when the road temperature is 20°C or less. Core holes shall be filled with hot mix asphalt and compacted, all within 24 hours of the core being drilled. Coring shall be carried out within 48 hours after the paving has been completed and supplied to the engineer. The test results of cores shall be submitted to the engineer within 24 hours after coring."

(c) Routine inspection and tests

Add the following paragraph:

"The contractor shall keep accurate records of:

- (i) The position where every truckload of asphalt is paved (chainage, lane, time and date).
- (ii) The temperatures of the asphalt in the trucks both at the mixing plant and at the paving equipment immediately prior to discharging the load.
- (iii) The truck number from which control samples are taken. All samples taken shall be appropriately numbered."

B 4215 MEASUREMENT AND PAYMENT

Amend the following payment item:

Item	Unit
"B42.08 100mm cores in asphalt paving	number (no)

"Amend the 1st sentence by adding the following after the word "drilled": "irrespective of depth of core."

B42.11 Asphalt constructed for rehabilitation purposes in accordance with the provisions
 of sub-sub-clause 4213 (f)(ii)ton

Insert the following paragraphs after the 1st paragraph

"The unit of measurement for sub item (a) shall be the ton of asphalt base placed in compacted layer thickness not exceeding 40 mm, and measured according to certified weighbridge tickets issued in respect of the mixture used.

The unit of measure for sub item (b) shall be the ton of asphalt overlay placed to the nominal thickness specified and measured according to certified weighbridge tickets issued in respect of the mixture used.

No payment shall be made for excess width and wastage of asphalt, and the mass of such excess or wasted material shall be deducted from the recorded delivery for payment purposes. No payment shall be made for asphalt in excess of the mean spread rate(s), which shall be determined as follows:

$$S = \frac{1000}{AXB} \text{ m}^2/\text{ton where,}$$

$$S = \text{Mean spread rate in m}^2/\text{ton}$$

$$A = \text{Average bulk relative density achieved on the road in ton/m}^3$$

$$B = (\text{specified asphalt thickness in mm}) + 5\text{mm}"$$

Add the following to the 3rd paragraph

"The tendered rate shall also include full compensation for joint forming, temporary ramping of construction joints between paving operations when new work is opened to traffic (including ramping material), breaking up and disposal of temporary ramps and waste material, weighing the material on the specified weighbridge and cleaning the surface"

Add the following payment items:

Item	Unit
B42.21 Penalty for overloading	ton (t)

The unit of measurement for the calculation of the penalty shall be the ton of mix transported in excess of the legal load. The rate applied shall be twice the contractor's tendered rate for placing the mix under B42.02 (a).

For the purposes of the calculation, the so called 5% grace shall not be used. The following example is provided:

Tare Weight of vehicle certified by RTI weighbridge	=	6 tons
Maximum carrying capacity certified by RTI weighbridge	=	8 tons
Gross vehicle mass	=	14 tons
Actual Load (Weighbridge ticket)	=	15.6tons
Grace	=	1 ton
Overload	=	0.6 tons

Contractors rate tendered under item B42.02(a) = R 1 000/ton

$$\text{Penalty} = 2 \times \text{R } 1\,000/\text{ton} \times 0.6 \text{ tons}$$

$$= \text{R } 1\,200.00 "$$

B13 SECTION 5700 : ROAD MARKINGS

B5700 MEASUREMENT AND PAYMENT

5701 SCOPE

Replace South African Road Traffic Signs Manual in the second paragraph with:

“SADC Road Traffic Signs Manual”

B5706 Setting out the road markings

Add the following:

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

B5707 Applying the paint

Replace the last paragraph with the following:

“The all lines shall be painted immediately after the road has received a new asphalt layer.

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

B5714 MEASUREMENT AND PAYMENT

Item		Unit
B57.06	Setting out and pre-marking the lines (excluding traffic island markings, lettering and symbols)	km

Add the following:

“Referencing of existing barrier lines and other road marking lines prior to milling and other operations, shall be included in the tendered rate for setting out and pre-marking. Measurement of the length will be once along the centreline of the road irrespective of the number of parallel lines.”

B14 SECTION 8100 : TESTING MATERIALS AND WORKMANSHIP

B8117 MEASUREMENT AND PAYMENT

Add the following:

Item	Unit
-------------	-------------

B81.04 Testing materials and workmanship

- | | |
|--|--------------|
| a) Testing as required by the Engineer | Prov. Sum |
| b) Handling costs and profit in respect of sub-item
B81.04(a) | Percentage % |

The provisional sum provided to cover the cost of tests as requested by the engineer in terms of clause 8115 shall be expended in accordance with the provisions of the general conditions of contract. Payment will not be made for any test, should the test indicate that the specifications have not been complied with.

The tendered percentage is a percentage of the amount actually spent under subitem B81.04 (a), which shall include full compensation for the handling costs and the profit of the contractor.

PART B2 : PARTICULAR SPECIFICATIONS

In addition to the Standardized and Project Specifications the following Particular Specifications shall apply to this contract and are bound in hereafter.

PB: OHS 1993:HEALTH AND SAFETY SPECIFICATION

PC: ENVIRONMENTAL MANAGEMENT SPECIFICATION

PB: OHSA 1993 HEALTH AND SAFETY SPECIFICATION

PB.1 SCOPE

This specification covers the health and safety requirements to be met by the Contractor to ensure a continued safe and healthy environment for all workers, employees and subcontractors under his control and for all other persons entering the site of works.

This specification shall be read with the Occupational Health and Safety Act (Act No 85 and amendment Act No 181) 1993, and the corresponding Construction Regulations 2003, and all other safety codes and specifications referred to in the said Construction Regulations.

In terms of the OHSA Agreement in Section C1.2.4 of the Contract document, the status of the Contractor as mandatory to the Employer (client) is that of an employer in his own right, responsible to comply with all provisions of OHSA 1993 and the Construction Regulations 2003.

This safety specification and the Contractor's own Safety Plan as well as the Construction Regulations 2003, shall be displayed on site or made available for inspection by all workers, employees, inspectors and any other persons entering the site of works.

The following are possible risks associated with this project:

- Working high above the ground on top and below the bridge, most of the time in a restricted environment with limited landings (working platforms);
- Working above a continuously flowing river and in a flood plain environment subject to flooding;
- Lifting and lowering of materials and equipment from the ground to the bridge and vice versa, exposed to cross winds;
- Steep and restricted access to the lower flood plain below the bridge
- Potentially dangerous existing services, i.e. gas lines, water and sewerage mains, electrical high voltage cables, on the bridge, buried and overhead
- Deep excavations in soils requiring shoring or reducing of slopes
- Blasting of hard rock or demolition of concrete
- High pressure during testing of the new rising main, which could result in potentially dangerous situations in the event of the pipeline or fittings failing
- Potentially harmful gasses when tying into existing sewer mains
- Movement of construction vehicles on site, taking into consideration steep slopes, other traffic and existing services
- Exposure to possible injuries due to mishandling or failure of power and hand tools
- Falling debris, tools and materials from bridge
- Non-conformance to specifications with regards to fasteners and materials
- Risks related to general safety and security on site
- Covid 19 and any other epidemic/pandemic declared.

Additional risks may arise from specific methods of construction selected by the Contractor which are not necessary covered in the above.

PB.2 DEFINITIONS

For the purpose of this contract the following shall apply:

Employer where used in the contract documents and in this specification, means the Employer as defined in the General Conditions of Contract and it shall have the exact same meaning as **client** as defined in the Construction Regulations 2003. **Employer** and **client** is therefore interchangeable and shall be read in the context of the relevant document.

- (a) **“Contractor”** wherever used in the contract documents and in this specification, shall have the same meaning as **“Contractor”** as defined in the General Conditions of Contract.
In this specification the terms **“principal contractor”** and **“contractor”** are replaced with **“Contractor”** and **“subcontractor”** respectively.
For the purpose of this contract the **Contractor** will, in terms of OHSA 1993, be the mandatory, without derogating from his status as an employer in his own right.
- (b) **“Engineer”** where used in this specification, means the Engineer as defined in the General Conditions of Contract. In terms of the Construction Regulations the Engineer may act as agent on behalf of the Employer (the client as defined in the Construction Regulations).

PB.3 TENDERS

The Contractor shall submit the following with his tender:

- (a) a documented Health and Safety Plan as stipulated in Regulation 5 of the Construction Regulations. The Safety Plan must be based on the Construction Regulations 2003 and will be subject to approval by the Employer;
- (b) a declaration to the effect that he has the competence and necessary resources to carry out the work safely in compliance with the Construction Regulations 2003;
- (c) a declaration to the effect that he made provision in this tender for the cost of the health and safety measures envisaged in the Construction Regulations; and
- (d) Failure to submit the foregoing with his tender, will lead to the conclusion that the Contractor will not be able to carry out the work under the contract safely in accordance with the Construction Regulations.

PB.4 NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK

After award of the contract, but before commencement of construction work, the Contractor shall, in terms of Regulation 3, notify the Provincial Director of the Department of Labour in writing if the following work is involved:

- (a) the demolition of structures and dismantling of fixed plant of height of 3,0m or more;
- (b) the use of explosives;
- (a) construction work that will exceed 30 days or 300 person-days;
- (b) excavation work deeper than 1,0m; or
- (e) working at a height greater than 3,0m above ground or landings

The notification must be done in the form of the pro forma included on page T.53 (Forms to be Completed by Successful Tenderer) of the tender document.

A copy of the notification form must be kept on site, available for inspection by inspectors, Employer, Engineer, employees and persons on site.

PB.5 RISK ASSESSMENT

Before commencement of any construction work during the construction period, the Contractor shall have a risk assessment performed and recorded in writing by a competent person. (Refer Regulation 7 of the Construction Regulations 2003).

The risk assessment shall identify and evaluate the risks and hazards that may be expected during the execution of the work under the contract, and it shall include a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards identified.

The risk assessment shall be available on site for inspection by inspectors, Employer, Engineer, subcontractors, employees, trade unions and health and safety committee members, and must be monitored and reviewed periodically by the Contractor.

This risk assessment is to include present Covid 19 epidemic and other epidemics/pandemics declared.

PB.6 APPOINTMENT OF EMPLOYEES AND SUBCONTRACTORS

PB.6.1 Health and Safety plan

The Contractor shall appoint his employees and any subcontractors to be employed on the contract, in writing, and he shall provide them with a copy of his documented Health and Safety Plan, or relevant sections thereof. The Contractor shall ensure that all subcontractors and employees are committed to the implementation of his Safety Plan.

PB.6.2 Health and safety induction training

The Contractor shall ensure that all employees under his control, including subcontractors and their employees, undergo a health and safety induction training course by a competent person before commencement of construction work.

This induction should include Covid 19 and any other epidemic/pandemic declared, regulations and safety aspects.

No visitor or other person shall be allowed or permitted to enter the site of the works unless such person has undergone health and safety training pertaining to hazards prevalent on site.

The Contractor shall ensure that every employee on site shall at all times be in possession of proof of the health and safety induction training issued by a competent person prior to commencement of construction work.

PB.7 APPOINTMENT OF SAFETY PERSONNEL

PB.7.1 Construction Supervisor

The Contractor shall appoint a full-time Construction Supervisor with the duty of supervising the performance of the construction work.

He may also have to appoint one or more competent employees to assist the construction supervisor where justified by the scope and complexity of the works.

PB.7.2 Construction safety officer

Taking into consideration the size of the project and the hazards or dangers that can be expected, the Contractor shall appoint in writing a full-time or part-time **Construction Safety Officer** if so decided by the Inspector of the Department of Labour. The Safety Officer shall have the necessary competence and resources to perform his duties diligently.

Provision shall be made by the Contractor in his rates, to cover the cost of this dedicated construction safety officer appointed after award of the contract.

PB.7.3 Health and safety representatives

In terms of **Section 17 and 18 of the Act (OHSA 1993)** the Contractor, being the employer in terms of the Act for the execution of the contract, shall appoint a **health and safety**

representative whenever he has more than 20 employees in his employment on the site of the works. The health and safety representative must be selected from employees who are employed in a full-time capacity at a specific workplace.

The number of health and safety representatives for a workplace shall be at least one for every 100 employees.

The function of health and safety representative(s) will be to review the effectiveness of health and safety measures, to identify potential hazards and major incidents, to examine causes of incidents (in collaboration with his employer, the Contractor), to investigate complaints by employees relating to health and safety at work, to make representations to the employer (Contractor) or inspector on general matters affecting the health and safety of employees, to inspect the workplace, plant, machinery etc. on a regular base, to participate in consultations with inspectors and to attend meetings of the health and safety committee.

Further to these above measures, the Health and Safety officer is to check that all regulations related to Covid 19, are applied/carried out on site.

PB.7.4 Health and safety committee

In terms of Sections 17 and 18 of the Act (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, and to make recommendations regarding health and safety to the Contractor and to keep record of recommendations and reports made by the committee.

Further to these above measures, the Health and Safety committee is to check that all regulations related to Covid 19, are applied/carried out on site.

PB.7.5 Competent persons

In accordance with the Construction Regulations the Contractor has to appoint in writing **competent persons** responsible for supervising construction work on each of the following work situations that may be expected on the site of the works.

- (a) Risk assessment and induction training as described in Regulation 7 of the Construction Regulations;
- (b) Fall protection as described in Regulation 8;
- (c) Formwork and support work as described in Regulation 10;
- (d) Excavation work as described in Regulation 11;
- (e) Demolition work as described in Regulation 12;
- (f) Scaffolding work as described in Regulation 14;
- (g) Suspended platform operations as described in Regulation 15;
- (h) Material hoists as described in Regulation 17;
- (i) Batch plant operations as described in Regulation 18;
- (j) Explosive powered tools as described in Regulation 19;
- (k) Cranes as described in Regulation 20;
- (l) Construction vehicle and mobile plant inspections on a daily basis by a
- (m) competent person as described in Regulation 21(1);
- (n) Control of all temporary electrical installation on the construction site as described in Regulation 22;
- (o) Stacking and storage on construction sites as described in Regulation 26; and

- (p) Inspections of fire equipment as described in Regulation 27.

A competent person may be appointed for more than one part of the construction work with the understanding that the person must be suitably qualified and able to supervise at the same time the construction work on all the work situations for which he has been appointed.

The appointment of competent persons to supervise parts of the construction work does not relieve the Contractor from any of his responsibilities to comply with **all** requirements of the Construction Regulations.

PB.8 RECORDS AND REGISTERS

In accordance with the Construction Regulations the Contractor is bound to keep records and registers related to health and safety on site for periodic inspection by inspectors, the Engineer, the Employer, trade union officials and subcontractors and employees. The following records and registers must be kept on site and shall be available for inspection at all times.

- (q) Covid 19 register as required.
- (r) A copy of the OHSA 1993 Construction Regulations 2014;
- (s) A copy of this Health and Safety Specification;
- (t) A copy of the Contractor's Health and Safety Plan (Regulation 4);
- (u) A copy of the Notification of Construction Work (Regulation 3);
- (v) A health and safety file in terms of Regulation 5(7) with inputs by the Construction Safety Officer (Regulation 6(7));
- (w) A copy of the risk assessment described in Regulation 7;
- (x) A full protection plan and the corresponding records of evaluation and training of employees working from elevated positions as described in Regulation 8;
- (y) Drawings pertaining to the design of structures (Regulation 9(3)) and formwork and support work structures (Regulation 10(d)) must be kept on site;
- (z) Pronouncement of the safety of excavations must be recorded in a register to be kept on site (Regulation 11(3)(h));
- (aa) A copy of the certificate of the system design for suspended platforms (Regulation 15(3));
- (bb) A notice must be affixed around the base towers of material hoists to indicate the maximum mass load, which may be carried at any one time by material hoists (Regulation 7(5));
- (cc) Maintenance records of material hoists and inspection results must be kept in a record book to be kept on site (Regulation 17(8));
- (dd) A record of any repairs to or maintenance of a batch plant must be kept on site (Regulations 18(9));
- (ee) A warning notice must be displayed in a conspicuous manner when and wherever an explosive powered tool is used (Regulation 19(2));
- (ff) A register for recording of findings by the competent person appointed to inspect construction vehicles and mobile plant (Regulation 21(1)(j)).

PB.9 HEALTH AND SAFETY FILE

The contractors H& S file is to include the following, but not limited to;

- a. Health and safety policy statement and appointments
- b. Preparation for mobilization checklist
- c. Compliance officer appointment letters
- d. Employees site induction
- e. Establishment method statement
- f. Safe work practices – general, social distancing, cleaning, screening and monitoring
- g. Procedures in place for the above item.
- h. Addendum to BRA and HS specifications.
- i. Compliance assessment checklist
- j. Contractors work/labour plan

PB.10 CONTRACTORS RESPONSIBILITIES

For this contract the Contractor will be the mandatory of the Employer (Client), as defined in the Act (OHSA 1993), which means that the Contractor has the status of employer in his own right in respect of the contract. The Contractor is therefore responsible for all the duties and obligations of an employer as set out in the Act (OHSA 1993) and the Construction Regulations 2003.

Before commencement of work under the contract, the Contractor shall enter into an agreement with the Employer (Client) to confirm his status as mandatory (employer) for the contract under consideration.

The Contractor's duties and responsibilities are clearly set out in the Construction Regulations 2003, and are not repeated in detail but some important aspects are highlighted hereafter, without relieving the Contractor of any of his duties and responsibilities in terms of the Construction Regulations.

(a) Contractor's position in relation to the Employer (Client) (Regulation 4)

In accordance with Section 4 of the Regulations, the Contractor shall liaise closely with the Employer or the Engineer on behalf of the Employer, to ensure that all requirements of the Act and the Regulations are met and complied with.

(b) The Principal Contractor and Contractor (Regulation 5)

The Contractor is in terms of the definition in Regulation 2(b) the equivalent of Principle Contractor as defined in the Construction Regulations, and he shall comply with all the provisions of Regulation 5.

Any subcontractors employed by the Contractor must be appointed in writing, setting out the terms of the appointment in respect of health and safety. An independent subcontractor shall however provide and demonstrate to the Contractor a suitable, acceptable and sufficiently documented health and safety plan before commencement of the subcontract. In the absence of such a health and safety plan the subcontractor shall undertake in writing that he will comply with the Contractor's safety plan, the health and safety specifications of the Employer and the Construction Regulations 2003.

(c) Supervision of construction work (Regulation 6)

The Contractor shall appoint the safety and other personnel and employees as required in terms of Regulation 6 and as set out in paragraph 7 above. Appointment of those personnel and employees does not relieve the Contractor from any of the obligations under Regulation 6.

(d) Risk assessment (Regulation 7)

The Contractor shall have the risk assessment made as set out in paragraph 7 above before commencement of the work and it must be available on site for inspection at all times. The Contractor shall consult with the health and safety committee or health and safety representative(s) etc. on a regular basis to ensure that all employees, including subcontractors under his control, are informed and trained by a competent person regarding health hazards and related work procedures.

Risk assessment is to include all Covid 19 related issues, that includes but not limited to the following, health of employees, social distancing, cleaning, screening and monitoring etc.

No subcontractor, employee or visitor shall be allowed to enter the site of works without prior health and safety induction training, all as specified in Regulation 7.

(e) Fall protection (Regulation 8)

Fall protection, if applicable to this contract shall comply in all respects with Regulation 8 of the Construction Regulations.

(f) Structures (Regulation 9)

The Contractor will be liable for all claims arising from collapse or failure of structures if he failed to comply with all the specifications, project specifications and drawings related to the structures, unless it can be proved

That such collapse or failure can be attributed to faulty design or insufficient design standards on which the specifications and the drawings are based.

In addition the Contractor shall comply with all aspects of Regulation 9 of the Construction Regulations.

(g) Formwork and support work (Regulation 10)

The Contractor will be responsible for the adequate design of all formwork and support structures by a competent person.

All drawings pertaining to formwork shall be kept on site and all equipment and materials used in formwork, shall be carefully examined and checked for suitability by a competent person. The provisions of Regulation 10 of the Construction Regulations shall be followed in every detail.

(h) Excavation work (Regulation 11)

It is essential that the Contractor shall follow the instructions and precautions in the Standard Specifications and Project Specifications as well as the provisions of the Construction Regulations to the letter as unsafe excavations can be a major hazard on any construction site. The Contractor shall therefore ensure that all excavation work is carried out under the supervision of a competent person, that inspections are carried out by a Professional Engineer or Technologist, and that all work is done in such a manner that no hazards are created by unsafe excavations and working conditions.

Supervision by a competent person will not relieve the Contractor from any of his duties and responsibilities under Regulation 11 of the Construction Regulations.

(i) Demolition work (Regulation 12)

Whenever demolition work is included in a contract, the Contractor shall comply with all the requirements of Regulation 12 of the Construction Regulations. The fact that a competent person has to be appointed by the Contractor does not relieve the Contractor from any of his responsibilities in respect of safety of demolition work.

(j) Tunneling (Regulation 13)

The Contractor shall comply with Regulation 13 wherever tunnelling of any kind is involved.

(k) Scaffolding (Regulation 14)

The Contractor shall ensure that all the provisions of Regulation 14 of the Construction Regulations are complied with. [Note: Reference in the Regulations to “Section 44 of the Act” should read “Section 43 of the Act”].

(l) Suspended platforms (Regulation 15)

Wherever suspended platforms will be necessary on any contract, the Contractor shall ensure that copies of the system design issued by a Professional Engineer are submitted to the Engineer for inspection and approval. The Contractor shall appoint competent persons as supervisors and competent scaffold erectors, operators and inspectors and ensure that all

work related to suspended platforms are done in accordance with Regulation 15 of the Construction Regulations.

(m) Boatswain's chain (Regulation 16)

Where boatswain's chains are required on the construction site, the Contractor shall comply with Regulation 16.

(n) Material Hoists (Regulation 17)

Wherever applicable, the Contractor shall comply with the provisions of Regulation 17 to the letter.

(o) Batch plants (Regulation 18)

Wherever applicable, the Contractor shall ensure that all lifting machines, lifting tackle, conveyors, etc. used in the operation of a batch plant shall comply with, and that all operators, supervisors and employees are strictly held to the provisions of Regulation 18. The Contractor shall ensure that the General Safety Regulations (Government Notice R1031 of 30 May 1986), the Driven Machinery Regulations (Government Notice R295 of 26/2/1988) and the Electrical Installation Regulations (Government Notice R2271 of 11/10/1995) are adhered to by all involved.

In terms of the Regulations, records of repairs and maintenance shall be kept on site.

(p) Explosive powered tools (Regulation 19)

The Contractor shall ensure that, wherever explosive-powered tools are required to be used, all safety provisions of Regulation 19 are complied with.

It is especially important that warning notices are displayed and that the issue and return of cartridges and spent cartridges be recorded in a register to be kept on site.

(q) Cranes (Regulation 20)

Wherever the use of tower cranes becomes necessary, the provisions of Regulation 20 shall be complied with.

(r) Construction vehicles and mobile plant (Regulation 21)

The Contractor shall ensure that all construction vehicles and plant are in good working condition and safe for use, and that they are used in accordance with their design and intended use. The vehicles and plant shall only be operated by workers or operators who have received appropriate training, all in accordance with all the requirements of Regulation 21.

All vehicles and plant must be inspected on a daily basis, prior to use, by a competent person and the findings must be recorded in a register to be kept on site.

(s) Electrical installation and machinery on construction sites (Regulation 22)

The Contractor shall comply with the Electrical Installation Regulations (Government Notice R2920 of 23 October 1992) and the Electrical Machinery Regulations (Government Notice R1953 of 12 August 1993). Before commencement of construction, the Contractor shall take adequate steps to ascertain the presence of, and guard against dangers and hazards due to electrical cables and apparatus under, over or on the site.

All temporary electrical installations on the site shall be under the control of a competent person, without relieving the Contractor of his responsibility for the health and safety of all workers and persons on site in terms of Regulation 22.

(t) Use of temporary storage of flammable liquids on construction (Regulation 23)

The Contractor shall comply with the provisions of the General Safety Regulations (Government Notice R1031 of 30 May 1986) and all the provisions of Regulation 23 of the Construction Regulations to ensure a safe and hazard-free environment to all workers and other persons on site.

(u) Water environments (Regulation 24)

Where construction work is done over or in close proximity to water, the provisions of Regulation 24 shall apply.

(v) Housekeeping on Construction sites (Regulation 25)

Housekeeping on all construction sites shall be in accordance with the provisions of the environment Regulations for workplaces (Government Notice R2281 of 16 October 1987) and all the provisions of Regulation 25 of the Construction Regulations.

(w) Stacking and storage on construction sites (Regulation 26)

The provisions for the stacking of articles contained in the General Safety Regulations (Government Notice R1031 of 30 May 1986) as well as all the provisions Regulation 26 of the Construction Regulations shall apply.

(x) Fire precautions on construction sites (Regulation 27)

The provisions of the Environmental Regulations for Workplaces (Government Notice R2281 of 16 October 1987) shall apply.

In addition the necessary precautions shall be taken to prevent the incidence of fires, to provide adequate and sufficient fire protection equipment, sirens, escape routes etc. all in accordance with Regulation 27 of the Construction Regulations.

(y) Construction welfare facilities (Regulation 28)

The Contractor shall comply with the construction site provisions as in the Facilities Regulations (Government Notice R1593 of 12 August 1988) and the provisions of Regulation 28 of the Construction Regulations.

(z) Non-compliance with the Construction Regulations 2003

The foregoing is a summary of parts of the Construction Regulations applicable to all construction projects.

The Contractor, as employer for the execution of the contract, shall ensure that all provisions of the Construction Regulations applicable to the contract under consideration are complied with to the letter.

Should the Contractor fail to comply with the provisions of the Regulations 3 to 28 as listed in Regulation 30, he will be guilty of an offence and will be liable, upon conviction, to the fines or imprisonment as set out in Regulation 30.

The Contractor is advised in his own interest to make a careful study of the Act and the Construction Regulations as ignorance of the Act and the Regulations will not be accepted in any proceedings *related to non-conformance to the Act and the Regulations*.

PB.11 MEASUREMENT AND PAYMENT

PB.11.1 Principles

It is a condition of this contract that Contractors, who submit tenders for this contract, shall make provision in their tenders for the cost of all health and safety measures during the construction process. All associated activities and expenditure are deemed to be included in the Contractor's tendered rates and prices.

(a) Safety personnel

The Construction Supervisor, the Construction Safety Officer, Health and Safety Representatives, Health and Safety Committee and Competent Persons referred to in clauses 7.1 to 7.5 shall be members of the Contractor's personnel, and no additional payment will be made for the appointment of such safety personnel.

(b) Records and Registers

The keeping of health and safety-related records and registers as described in PB8 is regarded as a normal duty of the Contractor for which no additional payment will be considered, and which is deemed to be included in the Contractor's tendered rates and prices.

PC : **ENVIRONMENTAL MANAGEMENT PLAN**

PC.1 **PLANS**

Prior to establishment of the site camp(s), the Contractor shall produce a plan showing the positions of all buildings, laydown yards, vehicle wash areas, fuel storage areas, batching areas and other infrastructure for approval by the Engineer.

PC.2 **USE OF LAND**

The Contractor shall not use the land comprising the Works or any land connected to the Works, for any purpose whatsoever other than for the proper carrying out of the Works and shall place any camps that may be required for himself and his employees only on sites approved by the Engineer.

No trees or bushes shall be damaged or cut down by the Contractor or by any of his employees whether for use in the Works or otherwise without the written consent of the Engineer.

PC.3 **VEGETATION CLEARANCE**

PC.3.1 **Woody vegetation**

PC.3.1.1 Prior to the start of construction, woody vegetative matter shall, where directed in writing by the Engineer, be stripped. This material shall either be spread randomly throughout the surrounding veld so as to provide biomass for other micro-organisms and habitats for small mammals and birds, or it may be stockpiled for later redistribution over the reinstated topsoiled surface.

PC.3.1.2 No vegetative matter shall be burnt or removed for firewood.

PC.3.2 **Herbaceous vegetation**

During clearing of woody vegetation no basal cover or grass and topsoil shall be removed and damage to this layer shall be minimized as far as possible.

PC.4 **PROTECTION OF VEGETATION**

The Contractor shall ensure that all works are undertaken in such a manner that vegetation outside the Works area is not damaged.

PC.4.1 **Vegetation within or adjacent or outside the Works area**

The following provisions shall apply with respect to the protection of areas of vegetation.

PC.4.1.1 No tree or shrub shall be felled, lopped, cut or pruned without the prior written approval of the Engineer;

PC.4.1.2 No tree or shrub shall be felled, lopped, cut or pruned until it has been clearly marked for this purpose by the Engineer;

PC.4.1.3 No tree shall be burned for any reason;

PC.4.1.4 For every tree protected by these specifications, which is removed or, in the opinion of the Engineer, is unduly damaged by the Contractor, the Contractor shall pay a penalty of R2000,00 per tree to the Employer;

- PC.4.1.5 Trees which have been selected for preservation by the Engineer shall be fenced around their drip line. The fence shall be clearly marked with danger tape. No open fires shall be allowed within this fenced area, nor shall vehicles be parked underneath these trees. The area shall also not be used for material storage or as allocation for temporary buildings; and
- PC.4.1.6 Where such trees are located within the working width of the pipeline, the pipeline shall be aligned to avoid these trees wherever possible.

PC.4.2 Transplantation of rare and endangered plant species

Prior to vegetation clearing, any rare or endangered plant species which have been identified by the Engineer or his environmental representative must be removed and transplanted as instructed herein.

- PC.4.2.1 Transplanting of small trees (1 to 1,5m height) and small shrubs (0,5 to 1m height)
- a. Trees and shrubs shall only be transported between the months of April and September. Deciduous trees and shrubs shall be transplanted only when they are in a leafless condition.
 - b. Holes for transplanting trees and shrubs shall be dug before these plants are dug out. Trees shall be planted in holes of 1m x 1m x 1m and shrubs shall be transplanted in holes of 600mm x 600mm x 600mm.
 - c. Trees and shrubs shall be planted so that their stems or trunks are at the same depth as in their original location. The orientation of the transplanted plants must be the same as in their original location (i.e. the north-facing side of the plant must remain north-facing after it has been planted.)
 - d. Transplanted plants shall be pruned to limit transpiration. Plants shall also be sprayed with an evapotranspiration retardant liquid if they are evergreen.
 - e. Transplanted plants shall be watered once a week for 5 weeks and thereafter once every 2 weeks.
- PC.4.2.2 Transplanting aloes, succulents and bulbous plants
- a. Aloes, succulents and evergreen bulbous plants may be transplanted at any time of the year.
 - b. Aloes and bulbous plants shall be planted in similar conditions and to the same depth as they were before they were removed.
 - c. Transplanted aloes and bulbs shall be watered once directly after transplanting to settle the soil.

PC.4.3 Alien vegetation

The Engineer may instruct the Contractor to remove alien vegetation from the works area for the duration of the construction and maintenance period. Such vegetation will be identified by the Engineer or his environmental representative and the method of eradication will be specified by him/her.

The use of topsoil for rehabilitation contaminated with the seed of alien vegetation will not be permitted.

PC.5 PROTECTION OF FAUNA

The Contractor shall ensure that all Works are undertaken in such a manner which minimizes the impact on the local fauna and shall apply the following specifications with respect to fauna management and protection:

- PC.5.1 Under no circumstances shall any animals be handled, removed, killed or interfered with by the Contractor, his subcontractors or his subcontractors' employees;
- PC.5.2 The Contractor and his employees shall not bring any domestic animals onto the site;
- PC.5.3 The contractor shall ensure that the work site is kept clean and tidy and free from rubbish which would attract animal pests;
- PC.5.4 There shall be no feeding of animals;
- PC.5.5 The Contractor shall ensure that domestic and native animals belonging to the local community shall be kept away and are safe from unprotected works; and
- PC.5.6 The Contractor shall advise his workers of the penalty associated with the needless destruction of wildlife, as set out in the Animals Protection Act (Act 71 of 1962) sec. 2 (fine of R2 000 and/or 12 months imprisonment).

PC.6 ARCHAEOLOGICAL ARTIFACTS

- PC.6.1 Known archaeological sites shall be indicated by the Engineer and shall be protected by a three strand fence which will be at least 2m outside the extremities of the site. The fence shall be clearly marked with danger tape.
- PC.6.2 Should the Contractor expose any archaeological artefacts during excavation, work on the area where the artefacts were found shall cease immediately and the Engineer shall be notified as soon possible.
- PC.6.3 Upon receipt of such notification, the Engineer will arrange for the excavation to be examined by an Archaeologist as soon as practicable. Acting upon the advice from the Archaeologist, the Engineer will advise the Contractor of the necessary actions to be taken.
- PC.6.4 Under no circumstances shall archaeological artefacts be removed, destroyed or interfered with by the Contractor, his employees, his subcontractors or his subcontractors' employees.
- PC.6.5 The Contractor shall ensure that none of his employees gain access to any archaeological areas (whether fenced or unfenced), except when authorised to do so by the Engineer.
- PC.6.6 The Contractor shall stay strictly within the 20m working width of the Works in order to prevent disturbance of possible grave sites and remnant settlements. Should any work be necessary outside of the working width, then this shall only be done in areas approved by the Engineer.

PC.7 SCENIC QUALITY

- PC.7.1 The Contractor shall not establish or undertake any activities which, in the opinion of the Engineer, are likely to adversely affect the scenic quality of the area. The Engineer may direct the Contractor to refrain from such activities or to take ameliorative actions to reduce the adverse effect of such activities on the scenic quality of the environment.
- PC.7.2 No painting or marking of natural features shall be done. Marking for surveying and other purposes shall only be done with pegs and beacons.

PC.7.3 All cut and fill forms shall be rounded at the edges to blend then with the surrounding landforms.

PC.7.4 Where instructed by the Engineer, all packed and exposed rock cuttings shall be treated in order to blend their colour with the colours of the natural weathered rocks of the adjacent environment.

PC.7.5 Where instructed by the Engineer, all concrete structures shall be treated so as to blend in with the colours of the surrounding landscape. This shall be done either through painting or through treatment with a staining or coloration compound. All other permanent structures shall have colours which are chosen to blend in with the dominant colours of the surrounding landscape. Painted surfaces shall be painted with non-reflective (matt) colours.

PC.8 WORKING AREA

PC.8.1 The area of construction along any pipeline shall be contained within a 20m working width.

PC.9 ACCESS ROADS AND VEHICLE TURNING AREAS

PC.9.1 No new permanent access roads other than those agreed to by the Engineer shall be developed by the Contractor.

PC.9.2 Existing roads shall be used as far as possible for inspection purposes.

PC.9.3 Topsoil shall be stripped as specified prior to construction and reinstated on completion of the use of the road.

PC.9.4 Any temporary access road shall form part of the 20m working width servitude.

PC.9.5 All new temporary access roads shall be approved by the Engineer. No deviation from the approved access roads shall be allowed.

PC.9.6 Horse and trailer vehicles transporting pipes may not turn in areas of cultivated lands but shall turn in areas specifically identified by the Engineer.

PC.10 MATERIAL LAYDOWN AREAS

Pipe and materials shall be stored within the pipeline servitudes. Where this is not convenient or in the interests of efficiency, other areas may be designated by the Engineer.

PC.11 FIRES

No open fires shall be permitted except in areas specifically prepared and controlled for this purpose.

PC.12 FENCING

PC.12.1 Where instructed by the Engineer, fencing shall be erected around sensitive natural or cultural elements to protect them from damage. No pedestrian or vehicular access shall be allowed into such fenced areas.

PC.12.2 In places where temporary fencing is required, the Contractor shall erect such fencing when and where required by the Engineer and re-erect and maintain temporary fencing as necessary. Temporary fencing shall remain in position either until it is replaced by permanent fencing or until completion of the whole of the Works, unless the Contractor requires, or the Engineer directs its earlier removal.

PC.12.3 If any fencing is removed temporarily for the execution of any part of the Works it shall be reinstated as soon as practicable by the Contractor.

PC.12.4 The clearing for permanent fencing shall be limited to the removal of trees and shrubs within 1m of the fence line. Where, possible, the fence line must be aligned to retain trees or groups of trees. There shall be no removal of the grass cover or topsoil within this width.

PC.12.5 Any fences damaged by the Contractor shall be repaired as soon as practicable at his cost.

PC.13 TOPSOIL

PC.13.1 Source of topsoil

Topsoil shall be stripped from all areas that are to be utilized during the construction period and where permanent structures and access is required. These areas will include all areas to be excavated, the pipeline trench route, temporary and permanent access roads, construction camps, laydown areas, pump sites, valve chambers and borrow pits. Topsoil shall be stripped after clearing of woody vegetation and before excavation or construction commences.

The topsoil is regarded as the top 150mm of the soil profile, irrespective of the fertility appearance, agricultural potential, structure and composition of the soil.

PC.13.2 Topsoil stripping

PC.13.2.1 Soil shall be stripped to the depth indicated in the project specification, or to the depth of the bedrock where soil is shallower than that specified. Herbaceous vegetation, overlying grass and other fine organic matter shall not be removed from the stripped soil.

PC.13.2.2 No topsoil which has been stripped shall be buried or in any other way be rendered unsuitable for further use by mixing with spoil or by compaction by machinery.

PC.13.2.3 Topsoil shall preferably be stripped when it is in a dry condition in order to prevent compaction.

PC.13.3 Topsoil stockpiling

PC.13.3.1 Stripped topsoil shall be stockpiled on sites adjacent to where it has been stripped which have been approved by the Engineer. Soil stockpiles shall not take the form of windrows, unless this can be placed far enough away from the working area. This is to prevent the soil from being spread out or mixed with the other spoil during construction.

PC.13.3.2 No vehicles shall be allowed access onto the stockpiles after they have been placed. Topsoil stockpiles shall be clearly demarcated in order to prevent vehicle access and later for identification as being the resource for rehabilitation and vegetation establishment.

PC.13.3.3 Stockpiles shall not be allowed to become contaminated with oil, diesel, petrol, garbage or any other material which may inhibit the later growth of vegetation in the soil.

PC.13.4 Topsoil placement

PC.13.4.1 Topsoil shall be placed to the depth indicated in the project specification over all areas where it has been stripped and over disused borrow pits after construction in those areas has ceased. Topsoil placement shall be done concurrently with construction or as soon as construction in an area has ceased.

- PC.13.4.2 Topsoil shall be placed in the same soil zone from which it has been stripped. However, if there is insufficient topsoil available from a particular soil zone to produce the minimum specified depth, topsoil of similar quality may be bought from other soil zones of similar quality at the approval of the Engineer.
- PC.13.4.3 Topsoil shall be mounded and shaped around manholes and valve chambers which protrude above the ground and over the pipeline to facilitate subsequent consolidation of the backfill. The Contractor shall ensure that stormwater run-off is not channelled alongside the gentle mounding, but is taken diagonally across it.
- PC.13.4.4 Where insufficient topsoil has been stripped by the Contractor to provide the minimum specified depth, the Contractor shall obtain suitable substitute material from other sources at no cost to the employer. The suitability of the substitute material shall be determined by means of a soil analysis which is acceptable to the Engineer or Environmental Officer.
- PC.13.4.5 No vehicles shall be allowed access onto or through topsoil areas after it has been placed.
- PC.13.4.6 After topsoil placement is complete, cleared and stockpiled vegetation matter shall be spread randomly by hand over the topsoiled area as instructed by the Engineer.

PC.14 BORROW PITS AND QUARRIES

- PC.14.1 If a borrow pit is to be developed or an existing one is to be excavated, all topsoil from the area that is to be quarried must be stripped and stored for later rehabilitation of the pit.
- PC.14.2 Stripping and excavation actions shall be progressive in such manner that those parts of the borrow pit or quarry where work is complete can be rehabilitated while other areas are still being quarried.
- PC.14.3 Cut slopes of borrow pits and quarries shall have a vertical: horizontal gradient of not steeper than 1:3 (about 18 degrees), and preferably 1:5.
- PC.14.4 During excavation, work will be carried out in such a way that slopes of open works are not made dangerously steep.
- PC.14.5 Borrow pits shall be used as dump sites for excess rock spoil. On completion of spoiling the pits shall be reshaped and covered with layer of topsoil. On no account may spoil or rock be placed in drainage ways without the prior consent of the Engineer. On sites where old excavations are to be found, rock, waste and mud from new excavations will be used to fill in the old excavations.
- PC.14.6 Stormwater cut off drains shall be provided at the top of the cut slope, where identified as necessary by the Engineer, to prevent erosion of the rehabilitated surface of the borrow pit or quarry.
- PC.14.7 No borrow pit shall be used as a dump site for refuse material or for toxic material e.g. cement, oil, diesel, rubber and similar materials.
- PC.14.8 There will be no workshops, chemical or fuel stores on the borrow pit site.
- PC.14.9 Sufficient soil conservation works for preventing soil erosion will be established at the rehabilitated areas.

PC.15 BATCHING

Concrete shall be mixed only in areas which have been specially demarcated for this purpose. All concrete that is spilled outside these areas, shall be promptly removed by the

Contractor and taken to an approved dump site. After all concrete mixing is complete, all waste concrete shall be removed from the batching area and disposed of at an approved dump site. Stormwater shall not be allowed to flow through the batching area. Water laden with cement shall be collected in a retention area for evaporation.

PC.16 EROSION PREVENTION

- PC.16.1 The Engineer will instruct the Contractor on the measures to be taken to ensure that there is no undue stormwater damage and soil erosion resulting from the construction activities. The Contractor shall nevertheless take interim measures to ensure that no undue erosion damage occurs and shall advise the Engineer of all potential problem areas.
- PC.16.2 Surface stormwater shall, where possible, not be allowed to be concentrated and to flow down cut or fill slopes or along the pipeline route without erosion protection measures being place.
- PC.16.3 Stormwater deflection berms or stone pitched channels shall be constructed at regular intervals (plus minus every 15-30m) diagonally across the pipeline servitude on slopes as directed by the Engineer.

PC.17 EARTHWORKS

- PC.17.1 All cut and fill forms shall be rounded on the edges to allow them to blend with the surrounding landforms.
- PC.17.2 Where the backfill over the pipe trench will impede the natural flow of water, the backfill shall be shaped to allow an even flow across the line.

PC.19 SPOIL AND WASTE MATERIAL

- PC.19.1 The Contractor shall load and haul excess spoil to fill in the borrow pits or to dump sites approved by the Engineer. The dumped material must be finally rounded to have slopes not steeper than 1:3.
- PC.19.2 The Contractor shall remove all foundations and similar waste and transport all such waste material off site to dump areas which have been approved by the Engineer.

PC.20 REFUSE DISPOSAL

The Contractor shall dispose of all refuse generated by him or his subcontractor on a weekly basis at an approved refuse disposal site.

PC.21 ABLUTION FACILITIES

Portable toilets shall be placed within easy access of the Contractor's employees. These toilets shall be moved to follow the progression of the Works. Waste generated by these toilets shall be disposed of in an acceptable manner following consultation with the Engineer.

PC.22 CLEARANCE OF SITE ON COMPLETION

- PC.22.1 On completion of the Works, the Contractor shall clear away and remove from the works area all constructional plant, signboards, surplus rock and other material, foundations, plumbing and other fixtures, rubbish and temporary works of every kind. Areas thus cleared shall be graded and scarified to restore the ground to its original profile as near as practicable before topsoil placement and re-vegetation.
- PC.22.2 The Contractor shall load and haul excess spoil to fill the borrow pits or to dump sites

approved by the Engineer. The dumped material must be finally rounded off to have slopes not steeper than 1:3.

PC.23 ENVIRONMENTAL AWARENESS OF EMPLOYEES

The Contractor shall arrange that all his employees and those of his subcontractors receive environmental awareness and/or training before commencement of construction to the satisfaction of the Engineer, in order that they:

- PC.23.1 acquire a basic understanding of the key environmental features of the work site and environs;
- PC.23.2 are thoroughly familiar with the requirements of these Environmental Protection and Control Specifications as they apply to the Works;
- PC.23.3 if required by the Engineer, receive basic training in the identification of archaeological artifacts, and rare and endangered flora and fauna that may be encountered along the route; and
- PC.23.4 are made aware of any other environmental matters which are deemed to be necessary by the Engineer.

PC.24 COMPLIANCE WITH ENVIRONMENTAL PROTECTION SPECIFICATION

- PC.24.1 All persons employed by the Contractor or his subcontractors shall abide by the requirements of these specification as they apply to the Works.
- PC.24.2 Any employees of the Contractor or his subcontractors found to be in breach of any of the Environmental Protection Specifications may be ordered by the Engineer to leave site forthwith. No extension of time will be granted for any delay or impediment to the Contractor brought about by a person ordered to leave the site.
- PC.24.3 Supervisory staff of the Contractor and his subcontractor shall not direct any person to undertake any activities which would place such a person in contravention of the Environmental Protection and Control Specification.

PC.25 COMPLIANCE AND MONITORING

The Engineer shall be responsible for implementing a consistent monitoring programme to ensure that construction specifications are upheld and that negative environmental impacts are regularly assessed and mitigated against.

The Contractor shall obtain written approval from the Engineer that the site is rehabilitated to their satisfaction at the end of the contract (practical closure) as well as after a 12 month liability period (final closure). If, in the opinion of the Engineer, the Environmental Protection and Control Specifications have not been complied with, further rehabilitation measures can be specified, the costs of which will be borne by the Contractor.

PD: PROVISION OF STRUCTURED TRAINING

CONTENTS

Scope

Generic training

Entrepreneurial skills training

In-service training

Measurement and payment

PD.1 SCOPE

This specification covers the requirements for the provision of structured training to be arranged by the contractor over the period of this contract.

PD.2 GENERIC TRAINING

PD.2.1 The contractor shall, from the commencement of the contract, implement a structured progressive training programme.

PD.2.2 The generic training will inter alia comprise, but not be limited to the following subjects:

Course Description	Estimated No. Of Trainees	Estimated Duration (Days)
1. Road safety for construction workers	
2. Flagmen	
3. Concrete handling, placing and finishing	
4. Guardrails	
5. Bituminous road surfacing	

PD.2.3 Training shall be at or by an approved accredited organisation and shall be delivered by suitably qualified and experienced trainers.

PD.2.4 The tenderer shall provide with his tender full details of the structured training programme he intends to implement, which details shall include the following:
(a) The name of the training institution and programme
(b) The manner in which the training is to be delivered.
(c) The numbers and details of the trainers

PD.2.5 The contractor shall be responsible for the provision of everything necessary for the delivery of the generic training programme, including the following:

- (a) A suitable venue with sufficient furniture, lighting and power.
- (b) All necessary stationery consumables and study material
- (c) Transport of the students (as necessary)
- (d) Payment of wage to all trainees during the classroom training at a rate equal to the minimum wage as set in the Ministerial Determination for the Expanded Public Works Programme on an annual basis.
- (e) relevant PPE required for the project works
- (f) Additional supervision of learners during the practical learning stages of the works. Wage for the learners during this stage of the training will be paid through the outputs.

- PD.2.6 Generic training courses shall commence within one month of possession of site and be completed before the end of the contract period.
- PD.2.7 The contractor's training programme shall be subject to the approval of the engineer, and the contractor shall if so instructed by the engineer alter or amend the programme and course content if a need is identified once the contract commences.
- PD.2.8 The contractor shall keep comprehensive records of the training given to each student and whenever required shall provide copies of such records to the engineer. At the successful completion of each course each student shall be issued with a certificate indicating the course contents as proof of attendance and completion.

In addition to the above, a monthly return shall be submitted by the contractor.

PD.3 ENTREPRENEURIAL SKILLS TRAINING

- PD.3.1 Small contractors and subcontractors will be entitled to receive a structured training programme, which will comprise both management skills as well as business development skills.
- PD.3.2 The contractor shall closely monitor the performance of all small subcontractors in the execution of their contracts and shall identify all such subcontractors who, in his opinion, display the potential to benefit from structured training as may be provided for in the contract and where required by the engineer, shall make recommendations in this regard. The final list of candidates will be decided between the contractor and the engineer.
- PD.3.3 The training will be delivered by trainers who are accredited by the Civil Engineering Training Scheme (CEITS) or other institutions recognised by the Department of Labour. Accredited training refers to both the trainers as well as to the training material.
- PD.3.4 The contractor shall facilitate in the delivery thereof, by instructing and motivating the subcontractor regarding attendance and participation therein.
- PD.3.5 The contractor shall further make all reasonable efforts to co-ordinate the programming of the subcontractor.

PD.3.6 The structured training will comprise out of the following as decided by the Employer:

Course Description	Estimated Duration (Days)
1. Basic Business Principles
2. Basic Supervision
3. Running A Business
4. Legal Principles
5. Achieving Standards

PD.3.7 The contractor shall provide with his tender, full details of the structured training programme, which he intends to implement, which details shall include the following:

- (a) The name of the training institution and programme
- (b) The various aspects of each type of training comprised in the programme
- (c) The manner in which the training is to be delivered
- (d) The numbers and details of the trainers to be utilised.

PD.3.8 The contractor shall be responsible for the provision of everything necessary for the delivery of the entrepreneurial training programme, including the following:

- (a) A suitably furnished venue (if required) with lighting and power.
- (b) All necessary consumables, stationery and study material
- (c) Transport of the subcontractors (as necessary)

PD.3.9 All entrepreneurial training shall take place within normal working hours.

PD.3.10 The contractor's training programme shall be subject to the approval of the engineer, and the contractor shall if so instructed by the engineer alter or amend the programme and course content if a need is identified once the contract commences.

PD.3.11 The contractor shall keep comprehensive records of the training given to each subcontractor and whenever required shall provide copies of such records to the engineer. At the successful completion of each course each subcontractor shall be issued with a certificate indicating the course contents as proof of attendance and completion.

In addition to the above, a monthly return shall be submitted by the contractor

PD.4. IN SERVICE TRAINING

PD.4.1 The contractor shall in addition to the structured (accredited) training as provided for in Part C of this document implement an in-service training programme, from the commencement of the contract, in which the various skills required for the execution and completion of the works are imparted to the labourers engaged thereon, in a programmed and progressive manner. Labourers shall be trained progressively throughout the duration of the contract, in the various stages of a particular type of work.

PD.4.1.1

Details of in-service training

- (i) The contractor shall attach to applicable returnable form the basic details of his proposed in- service training programme, which details shall inter alia include the following:
- the details of training to be provided
 - the manner in which the training is to be delivered
 - the number and details of trainers to be utilised.
- (ii) The in-service training programme shall be submitted with the initial works programme. The progress in relation to this programme will be recorded monthly and attached to the site meeting minutes and payment certificate.
- (iii) The contractor shall provide on site, sufficient skilled and competent trainers to train all labourers engaged on the contract, in the various skills required for the execution and completion of the works.
- (iv) All labourers shall be remunerated in respect of all time spent undergoing training.
- (v) Every worker engaged on the contract shall on the termination of his participation on the contract, be entitled to receive from the contractor, a certificate of service in which the following information shall be recorded:
- the name of the contractor
 - the name of the employee
 - the name of the project/contract
 - the nature of the work satisfactorily executed by the worker and the time spent thereon
 - the nature and extent of training provided to the worker
 - the dates of service.
- (vi) The cost of the above obligations shall be deemed to be covered by the sums and rates tendered for items B13.01(a), (b) and (c) in the bill of quantities. The performance of the contractor in providing in-service training, shall be taken into consideration should the contractor fail to reach his CPG at the completion of the project.

PD.4.1.2

Lead time for training

The training of labour as specified shall, as far as possible, take place before commencement of each activity and the contractor shall take into account in his programme the lead-time he requires for such training. All training herein specified shall be deemed to be a construction activity and a non-negotiable condition of the contract". All formal training is to be documented in terms of the National/Provincial submission forms, and accompanied by an attendance register for the applicable days.

PD.5

MEASUREMENT AND PAYMENT

	ITEM	UNIT
	E12.05 Provision for training	
(a)	Generic skills Provisional (list training courses)	sum
(b)	Entrepreneurial skills Provisional	sum

- (c) Handling cost and profit in respect of sub-item E12.05(a) and (b) above percentage (%)

- (d) Training venue (only if required) lump sum
- (e) Transport and accommodation of workers for training where it is not possible to undertake the training in close proximity to the site. (provisional sum) sum
- (f) Additional supervision during practical training
Lump sum

The prime cost sums are provided to cover the actual costs (including wages, tools and PPE) for attendance of accredited training courses as agreed with the engineer and shall be expended in accordance with the provisions of sub-clause 48(2) of the general conditions of contract. The tendered percentage in sub-item 4.1(c) is a percentage of the amount actually spent under sub-items 4.1(a) and (b) which shall include full compensation for the contractor's handling cost, profit, mentoring, record keeping, reporting and all other costs in connection therewith.

The lump sum tendered for 4.1(d) shall include full compensation for the provision of the training venue, for all necessary lighting, power, furniture, stationery, consumables and study material and for transportation of the students to and from the training venue. Payment of the lump sum will be made in two instalments as follows:

- (i) The first instalment, 75% of the lump sum, will be paid after the contractor has met all his obligations regarding the provision of the training venue as specified.
- (ii) The second and final instalment, 25% of the lump sum, will be paid after the provision of all the accredit training as specified in the document.

The lump sum tendered for 4.1 (e) shall include full compensation for the provision of additional supervisory staff to manage the output generated from the learners during practical training.

C4 SITE INFORMATION

The following locality sketch is included overleaf:

Site Locality Plan

C5 ANNEXURES

C5.1 DRAWINGS

The drawings issued to tenders as part of the tender documents must be regarded as provisional and preliminary for the tenderer's benefit to generally assess the scope of work.

The work shall be carried out in accordance with the latest available revision of the drawings approved for construction

At commencement of the contract, the Engineer shall deliver to the Contractor copies of the AFC drawings and any instructions required for the commencement of the works. From time to time thereafter during the progress of the works, the Engineer may issue further drawings for construction purposes as may be necessary for adequate construction, completion and defects correction of the works.

All drawings and specifications and copies thereof remain the property of the Employer, and the Contractor shall return all drawings and copies thereof to the Employer at the completion of the contract.

The drawings listed in the table overleaf have been bound into the document.

Tenderers are to ensure that they receive a complete set of the tender drawings and must immediately inform the Engineer of any drawings that are missing so that further copies can be issued.

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