



BID NUMBER: 11/FY/24

**CONSTRUCTION OF ACCESS ROADS &
REHABILITATION OF STORMWATER STRUCTURES AT
MKHAMBATHI NATURE RESERVE**

Closing Date & Time : 31 OCTOBER 2023 @ 11:00 am

A Tender for Category : 5CE CIDB Registered Contractors ONLY

Compulsory Briefing : Date: 09 OCTOBER 2023 @ 14h00

Venue : Mkhambathi Nature Reserve

GPS Co-ordinates : Latitude -31°276' S Longitude 29°984' E

Name of Tenderer : _____

Total Bid Price : _____

CSD Number : _____

CIDB CRS Number : _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

TABLE OF CONTENTS

Description	Colour	Page
1. <u>TENDER</u>		
SUMMARY FOR THE TENDER PURPOSES	Yellow	
PART T1: TENDERING PROCEDURES	White	T1.0
T1.1 Tender Notice and Invitation to Tenderer	White	T1.1.1
T 1.2 Tender Data	Pink	T1.2.1-T1.2.10
T1.3 Appendix: Standard Conditions of Tenderer	Pink	T1.3.1-T1.3.12
2. <u>RETURNABLE DOCUMENTS</u>		
RETURNABLE DOCUMENTS CHECKLIST	Yellow	
PART T2: RETURNABLE DOCUMENTS	Yellow	T2.1
T2.1 Forms, Certificates and Schedules required for Evaluation Of Tender Responsiveness	Yellow	T2.2i
T2.1.1 Tender Briefing / Site Inspection Attendance Certificate	Yellow	T2.1.1
T2.1.2 Certificate of Authority for Signatory	Yellow	T2.1.2-T2.1.6
T2.1.3 Registration Certificates / Agreements / Identity Documents	Yellow	T2.1.7
T2.1.4 Joint Venture Consortium / Disclosure Form	Yellow	T2.1.8-2.1.17
T2.1.5 Central Supplier Database/ Tax Compliance	Yellow	T2.1.18
T2.1.6 Proof of Registration with CIDB	Yellow	T2.1.19
T2.1.7 Proof of Workmen's Compensation Registration	Yellow	T2.1.20
T2.1.8 Bidder's/Tenderer's Reference Evaluation Form 1 and 2	Yellow	T2.1.21-T2.1.24
T2.1.12 Tenderer's Team Capability	Yellow	T2.1.27
T2.2 Other Forms, Certificates and Schedules that will be incorporated into the Contract	Yellow	T2.2i
T2.2.1 Record of Addenda to Tender Documents	Yellow	T2.2.1
T2.2.2 Local Employment Generation	Yellow	T2.2.2
T2.2.3 Unemployment Insurance Fund (UIF) – Registration Certificate (Act of 2002)	Yellow	T2.2.3
T2.2.4 Forms Concerning Fulfilment of the Construction	Yellow	T2.2.4-T2.2.5

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Regulation, 2003

T2.2.5	Forms of Required Information	Yellow	T2.2.6
T2.2.6	Bidders Disclosure	Yellow	T2.2.7-T2.2.10
T2.2.9	Specific Goals Claim Form in Terms of the Preferential Procurement Regulations 2022 (SBD 6.1)	Yellow	T2.2.18-T2.2.22
T2.2.10	Local Content Declaration (SBD 6.2)	Yellow	T2.2.23-T2.2.30
T2.3	Documentation, Forms and Schedule Required for Tender Evaluation Purposes	Yellow	T2.3i
T2.3.1	Related Experience of Tender	Yellow	T2.3.1-T2.3.2
T2.3.2	List of Key Personnel	Yellow	T2.3.2-T2.3.5
T2.3.3	Schedule of Plant and Equipment	Yellow	T2.3.6-T2.3.7
T2.3.4	Schedule of Proposed Sub-Contractors	Yellow	T2.3.8-T2.3.9
T2.3.5	Construction Methodology and Programme	Yellow	T2.3.10-T2.3.11
T2.4	Other Documentation, Forms and Schedule required for Tender Evaluation Purposes	Yellow	2.4i

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

3. CONTRACT

THE CONTRACT		White	C1.1
PART C1: AGREEMENT AND CONTRACT DATA		White	C1.2
C1.1	Form of Offer and Acceptance	Yellow	C1.3-C1.7i
C1.2	Contract Data	White	C1.8
C1.2.1	Conditions of Contract	White	C1.9-C1.15
C1.2.2	Contract Specific Data	White/Yellow	C1.16-C1.19
C1.2.3	Pro-Forma Performance Guarantee	White	C1.20-C1.22
C1.2.4	Adjudicator Appointment	White	C1.23-C1.25
PART C2: PRICING DATA		White	C2.1i
C2.1	Pricing Instructions	White	C2.1-C2.2
C2.2	Provisional Bills of Quantities	Yellow	C2.3
C2.3	Amendments, Qualifications and Alternative by Tenderer	Yellow	C2.4
PART C3: SCOPE OF WORKS		Blue	C3.1
C3.1	Project Specifications	Blue	C3.2-C3.9
C3.2	Particular Specification	Blue	C3.10-C.
C3.3	Drawings	White	T2.1.1
C3.3.1	Locality Plan	White	C3.57
C3.3.2	Tender Drawings	White	C3.58
C3.3.3	Contract Board Layout	White	C3.59
PART C4: SITE INFORMATION			
C4.1	Geotechnical Information of the Site	White	C4.1

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

TENDER SUMMARY PAGE

NAME OF TENDERER

.....

DETAILS OF CONTACT PERSON:

NAME

.....

TELEPHONE NUMBER

.....

FAX NUMBER

.....

E-MAIL ADDRESS

.....

ADDRESS OF TENDERER

.....

.....

.....

.....

VAT REGISTRATION NO.

.....

SPECIFIC GOALS CLAIMED

(Max.20points)

.....

CONSTRUCTION PERIOD OFFERED

8 MONTHS

*(Measured from date of official Site Hand-Over)

DATE OF TENDER

.....

TENDERER 'S SIGNATURE

.....

(Person authorized to sign the TENDER)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

1: TENDER

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART T1: TENDERING PROCEDURES

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART T1: TENDERING PROCEDURES

INDEX

Section	Description	Page No
T1.1	TENDER NOTICE AND INVITATION TO TENDER	
	English Version.....	T1.1.1
T1.2	TENDER DATA.....	T1.2.1
T1.3	STANDARD CONDITIONS OF TENDER.....	T1.3.1
	(Index contained in Part T1.3)	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T1.T

T1.1 TENDER NOTICE AND INVITATION TO TENDER

CONTRACT NO.: 11/FY/24

CONSTRUCTION OF ACCESS ROADS & REHABILITATION OF STORMWATER STRUCTURES AT MKHAMBATHI NATURE RESERVE

Tenderers should have a CIDB contractor grading designation 5CE ONLY. Bidders with designated grading higher or lower than 5CE will not be considered.

Tenderers will be evaluated on three stages. In Stage 1 bids will be evaluated on compliance with bid requirements. Bidders who comply with all the requirements of Stage 1 will be assessed on Stage 2 for Price and Specific goals utilizing **80/20** Preference Point System. In Stage 3 bids will be assessed for risk.

The Tender documents will only be obtainable as from the 29th of September 2023 and should be downloaded from the following websites: www.visiteasterncape.co.za/procurement/tenders; or www.ectreasury.gov.za;

A **COMPULSORY TENDER CLARIFICATION MEETING** will be held on the **9th of October 2023 @ 14h00** at **Mkhambathi Nature Reserve**- GPS Co-ordinates Latitude -31.276°S Longitude 29.984°E. Tenderers should already be in possession of the tender document and be familiar with the contents thereof.

The lowest or any tender will not necessarily be accepted, and the agency reserves the right to accept the Tender as a whole or in part. Bids must remain valid for a period of **150 days** after the closing date for the submission of bids, during which period a tender may not be amended or withdrawn and may be accepted at any time by the entity.

The closing date and time for receipt of bids is **31 OCTOBER 2023 at 11:00am**. Bids must be enclosed in a sealed envelope bearing the name of the Tenderer as well as the applicable tender heading, reference number, closing time and due date and must be addressed to, **The Chief Executive Officer**, and must be submitted in the tender box located at, 17-25 Oxford Street, Corner Oxford and Fleet Street East London, before the closing time and date.

TECHNICAL ENQUIRIES

1. Ms M. Lawana, Project Manager: Tel: 043 705 4400, Fax: 043 742 5566, E-mail: Mandilakhe.Lawana@ecpta.co.za

Contractor

Witness 1

Witness 2

Employer

T1.1.21

Witness 1

Witness 2

2. Mr. M Sandi, Supply Chain Management: Tel: 043 705 4400, Fax 086 206 0595, E-mail: Mcebisi.Sandi@ecpta.co.za

T1.2 TENDER DATA

The conditions of bid are the Standard Conditions of Bid as contained in Annex F of Board Notice 136 of 2015 in Government Gazette No. 30960 of 10 July 2015, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement as is available from the CIDB website (see www.cidb.co.za)

The Standard Conditions of Tender makes several references to the Tender Data. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender to which it mainly applies.

F.1.1 Actions

The Employer for this Contract will be the instance named in the Contract Data.

F.1.2 Tender Documents

(a) **The Tender Document** issued by the Employer comprises of the following:

<u>THE TENDER</u>		
Part T1	:	Tender Procedures
T1.1	:	Tender Notice and Invitation to Tender
T1.2	:	Tender Data
Appendix	:	Standard Conditions to Tender
Part T2		Returnable Documents
T2.1		Forms, Certificates and Schedules required for Evaluation of Tender Responsiveness
T2.2		Other Forms, Certificates and Schedules that will be Incorporated into the Contract
T2.3		Documentation, Forms and Schedules Required for Tender Evaluation Purposes

Contractor

Witness 1

Witness 2

Employer

T1.1.22

Witness 1

Witness 2

T2.4		Other Documentation, Forms and Schedules required for Tender Evaluation Purposes
<u>THE CONTRACT (Part3)</u>		
Part C1		Agreements and Contract Data
C1.1		Form of Offer and Acceptance
C1.2		Contract Data
Part C2		Pricing Data
C2.1		Pricing Instructions
C2.2		Provisional Bills of Quantities
C2.3		Amendments, Qualifications and Alternatives by Tenderer
Part C3		Scope of Work
C3.1		Standard Specifications
C3.2		Project Specifications
C3.3		Particular Specifications
C.4		Drawings
Part C4		Site Information
C4.1		Geotechnical Information of Site

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

The following documents are relevant to this Tender and Tenderers are advised to obtain their own copies thereof:

- (a) "General Conditions of Contract for Construction Works 3rd Edition, 2015" published by the South African Institute of Civil Engineering (SAICE)
- (b) "Standardized Specifications for Civil Engineering Construction" SANS 1200.
- (c) COTO Standard Specification for Road and Bridge Works for State Authorities 2020 (Green Book) for Civil Engineering Construction.
- (d) "Code of Practice for the application of the National Building Regulations" SABS 0400-1990
- (e) The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations 2003 (Government Gazette

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

No 25207 of 18 July 2003, Notice No R1010).

- (f) In addition, Tenderers are advised, in their own interest, to obtain their own copies of the following acts, regulations and standards referred to in this document as they are essential for the Tenderer to get acquainted with the basics of construction management, the implementation of preferential construction procurement policies and participation of targeted enterprise and labour.
- (i) The Construction Industry Development Board Act No 38 of 2000 and the Regulations in terms of the CIDB Act 38/2000, Government Gazette Notice No 33239 of 28 May 2010,
 - (ii) SANS 1921:2004 Construction and Management Part 1 : General Engineering and Construction Works;
Part 2 : Accommodation of Traffic on Public Roads occupied by the Contractor Part 3 : Structural Steelwork Part 5 : Earthworks Activities which are to be performed by hand
 - (iii) Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) and its Regulations as published in the Government Gazette No. 34350 of 8 June 2011

F.1.4 Communication and Employer's Agent

The Employer's agent is : Mr AK Jumira
Address : No 16 2nd Ave Gonubie,
East London, 5241
Contact Number : 073 011 2875

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 professional and technical qualifications and competent, financial resources, equipment and

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

other physical facilities, managerial capability, personnel, experience and reputation to perform the contract.

- (f) The Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract.

The following Tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to have their Bids evaluated:

Joint ventures are eligible to submit Bids provided that:

- (a) every member of the joint venture is registered with the CIDB

F.2.7 Site visit and clarification meeting

The arrangements for the clarification meeting and site inspection, which is **compulsory** for this contract, are as follows:

Site Inspection and Clarification Meeting –

Location/venue: Mkhambathi Nature Reserve

Date: 09 October 2023

Starting time: 14:00

Alternative Tender offers

No alternative offers will be considered, but the original tender document needs to be completed and submitted as well.

F.2.12 Submitting a Tender Offer

Tender offers shall be submitted as an original only. All three volumes of the tender document must be printed and neatly ring bound. All three documents must be submitted on the tender closing date with all the relevant information completed and pages signed. All the required information and documentation required for the evaluation of the tender must be bound into the document. The Provisional Bills of Quantities must be completed by hand.

F.2.13.1 Delivery of Tender

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

Location of Tender boxes: At Reception in the offices of Eastern Cape Parks & Tourism, East London

Physical address: 17-25 Oxford Street, Corner Oxford and Fleet, East London

Identification Details: **CONSTRUCTION OF ACCESS ROADS & REHABILITATION OF STORMWATER STRUCTURES AT MKHAMBATHI NATURE RESERVE**

F.2.15 Closing time

The closing time for submission of Tender Offers is **11:00am** .

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

F.2.16 Tender offer validity

The Tender offer validity period is 150 days from the closing time for submission of Bids.

F.2.17 Clarification of Tender Offer after submission

For this contract the employer may, after clarification with the Tenderer, agree to amend the total of the prices stated by the Tenderer in his Tender offer.

F.2.19 Inspections, tests and analyses

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

F.2.22 Return of Tender Documents

Where a Tenderer who received a Tender document does not submit a Tender, the Tender documents issued to him must be returned to the Employer within 14 days after the closing date for submission of Bids.

F2.23 Certificates

The following documentation must be provided with the Tender:

1. A Copy of the Central Supplier Database (CSD) FULL Report for the month of October 2023
2. Proof of Contractor Registration with the CIDB (CRS number to be provided).
3. A Valid Copy of the Tenderer's Workmen's Compensation Certificate, Act 4 of 2002.
4. A Valid Copy of the Tenderer's Unemployment Insurance Certificate, Act 4 of 2002.
5. A signed Joint Venture Agreement (if Tenderer is a Joint Venture)

F.3.4 Opening of Tender Submissions

Bids will be opened in public at the date and time stipulated in the tender advert.

F.3.5 One -envelope system

The one envelope system will be followed for this Tender.

F.3.9 Arithmetical Errors, omissions and discrepancies

- **Add to clause F.3.9.1 the following:**

"If it is found obvious that a bona-fide mistake was made in writing out the Tender amount, or if the total Tender amount is corrected according to the prescripts of **F.3.9.2 to F3.9.4** below, the amount in words shall be amended".

- **Replace clauses F.3.9.2, F3.9.3 and F3.9.4 with the following:**

"Check responsive Tender offers for arithmetical errors, correcting them in the following manner:

- (a) If a Bills of Quantities (or schedule of quantities or schedule of rates) applies and there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the **unit rate as quoted shall govern** and the **line item total shall be corrected**.

However, in exceptional cases where, in the opinion of the Employer, there is an obviously gross misplacement of the decimal point in either the unit rate or line total, or where the error was obviously not a result of incorrect arithmetic but rather the result of a writing error, the Employer reserves the right to correct either the Tendered rate or the line total as the case may be, subject to clarification in terms of

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Clause F.2.17.

- (b) Where there is an error in the total of the prices, either as a result of corrections required by this checking process or in the Tenderer's addition of prices, the total of the prices shall be adjusted to obtain the correct Tender value."

F.3.11 Evaluation of Tender Offers

Before evaluating Tender offers, the Bids will be in accordance with Method 2 of the CIDB Standard Tender Evaluation in three stages, namely:

- Stage 1: Compliance with bid requirements
- Stage 2: Financial Offer and Specific goals
- Stage 3: Risk Assessment

Stage 1: Compliance with bid requirements

Bidders must comply with the set of compliance requirements listed below. Failure to comply with any of the requirements listed below will lead to immediate rejection of the bid.

- (i) **Compulsory Briefing:** Bidders must attend the compulsory briefing meeting on site.
- (ii) **CIDB:** Bidders must be registered with CIDB with a contractor grading designation equal to **5CE Only**. Contractors with designation of (6CE or higher) and (4CE or lower) will not be considered.
- (iii) **Company Experience:** Bidders **MUST** provide evidence of completion of at least two (2) road related projects (CE). Proof will be accepted in the form of **Practical Completion certificates** and or **completion certificate ONLY**. Only projects with a rand value of **R2,500,000.00** and above will be considered for evaluation.
- (iv) **Methodology**

The bidder shall submit a project proposal highlighting the methodology to be used in the project. The proposal submitted must demonstrate the bidder's level of understanding of the project scope and should include the following sections;

- Preliminary program
- Methodology and approach
- Project Organogram
- Quality Plan and approach
- Occupational Health and Safety Plan for the project

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- Environmental Management Plan for the project
- Cash-flow projections
- Project organogram

Bidders must take note of the following factors which will be used in evaluating responsiveness of submissions;

- The Preliminary Programme submitted must include the full scope of work as described in the work specification and schedule of quantities. It should highlight all the planned activities, the sequence of executing the works and the completion timeframes of the activities. The logic of the sequencing of construction activities and correlation with the cash flow shall be considered together with practicality of the completion timeframes provided for the respective activities.
- The Methodology submitted must demonstrate the approach to be used in carrying out road construction and rehabilitation activities
- The Occupational Health & Safety Plan and Environmental Management Plan submitted must be project specific and should highlight the bidder's awareness and commitment to compliance with all relevant regulations i.e. (Construction Regulations, 2014; OHS ACT 1993; National Environmental Management Act, 1998; Environmental Conservation Act, 1989 etc.).

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- (v) **Team Capability:** Bidders must provide CV's and copies of qualifications (where applicable) for the following team members.

Resources	Qualifications	No of years' Experience
Contracts Manager	BTech/ National Diploma or higher in Civil/Building or Professional Registration as Construction Manager with SACPCMP (Pr. CM)	8 or higher
Site Agent	BTech/ National Diploma or higher in Civil/Building	5 or Higher
Foreman	N/A	8 or Higher
Occupational Health and Safety Officer	SACPCMP registration, NOSA Certification or any other NQF 5 or higher relevant qualification in OHS	1 or Higher
Environmental Control Representative/ Officer	Relevant Certification/Qualification	1 or higher

(vi) **PLANT AND EQUIPMENT**

At minimal level the following plants and equipment has been identified as critical to have or hire for execution of the project. Bidders must submit evidence of availability of plant as per the schedule below:

Plant and Equipment	Evidence required
1 x Grader	<ul style="list-style-type: none"> • Proof of ownership, or • Proof of purchase, or • Lease agreement with the owner
1 x Tipper truck	<ul style="list-style-type: none"> • Proof of ownership, or • Proof of purchase, or • Lease agreement with the owner
1 x TLB/ Excavator	<ul style="list-style-type: none"> • Proof of ownership, or • Proof of purchase, or • Lease agreement with the owner
1 x Water Truck	<ul style="list-style-type: none"> • Proof of ownership, or • Proof of purchase, or • Lease agreement with the owner

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

1 x Grid roller (4x4) or 1 x self –propelled vibrator pad-foot roller (15t)	<ul style="list-style-type: none"> • Proof of ownership, or • Proof of purchase, or • Lease agreement with the owner
1 x Dumpy or Auto Level	<ul style="list-style-type: none"> • Proof of ownership, or • Proof of purchase, or • Lease agreement with the owner
1 x Loader (0.5m ³ bucket)	<ul style="list-style-type: none"> • Proof of purchase, or • Pictures, or lease agreement with the owner

NB: Bidders must comply with all the above requirements and evidence required. Failure to comply with any of the above requirements will lead to immediate rejection of the bid.

Stage 2: Price and Specific Goals

CRITERIA FOR FUNCTIONALITY	POINTS
Price	80
Specific goals	20
Total	100

Stage 3: Risk Analysis

In addition to the evaluation of Responsiveness, a risk analysis will be performed on the Tenderers having the highest ranking / number of points to ascertain if any of the following, as relevant, present an unacceptable commercial risk to the employer in terms of:

- Clause F.3.13 of the Standard Conditions of Tender
- Unduly high or unduly low Tendered rates or amounts in the Tender offer. In this regard, a financial risk analysis will be performed to verify that the rates entered in the Bill of Quantities are reasonable and balanced. Bids may be disqualified if Tendered rates are found to be distorted. Such evaluation will include “Rate Only” items.
- Contract data provided by the contractor; and
- The contents of the Tender Returnable which are to be included in the contract

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

BIDDERS SHALL TAKE NOTE OF THE FOLLOWING BID CONDITIONS:

- i) The ECPTA reserves the right to negotiate market related rates with any bidder that has a potential of being awarded the bid.
- ii) The Eastern Cape Parks & Tourism Agency Supply Chain Management Policy will apply.
- iii) Bidders must be registered with the National Treasury Central Supplier Database (CSD)
- iv) Eastern Cape Parks & Tourism Agency does not bind itself to accept the highest bid or any other bid and reserves the right to accept the whole or part of the bid.
- v) Bids which are late, incomplete, unsigned, or submitted by facsimile or electronically, will not be accepted.
- vi) Bids submitted are to hold good for a period of **150 days**
- vii) An edition of the GCC, 2015 agreement shall be signed with the successful service provider.
- viii) ECPTA reserves the right to terminate the contract if not satisfied with the work produced by the service provider. Only bidders that have met the requirements of the proposal / specification shall be considered during the adjudication process.
- ix) Companies that bid as joint venture must submit an official signed business agreement by both parties. If the service provider does not meet this requirement, it will be automatically disqualified.
- x) The ECPTA Bid Committee and the Supply Chain Management Unit may, before a bid is adjudicated or at any time during the bidding process, oblige a bidder to substantiate any claims it may have made in its bid documents.

Cancellation and re-invitation of Bids

The employer may, prior to the award of a Tender, cancel the Tender if –

- (a) due to changed circumstances, there is no longer a need for the goods or services specified in the invitation
- (b) funds are no longer available to cover the total envisaged expenditure;
- (c) no acceptable Bids are received; or
- (d) there is material irregularity in the tender process

If the Tender is cancelled, it shall be published in the Government Tender Bulletin or the media in which the original Tender invitation was advertised, and all invited tenderers will be informed.

The following conditions shall apply:

- (i) Any discounts offered unconditionally shall be taken into account when calculating comparative prices.
- (ii) Although discounts offered conditionally shall not be taken into account for evaluation purposes, such discounts shall be implemented when

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- payment is affected (should the Tender prove to be successful).
- (iii) Points scored shall be rounded off to the nearest 2 decimal places.
 - (iv) In the event that two or more Bids score equal total points, the successful Tender must be the one scoring the highest number of preference points for specific goals. However, when functionality is part of the valuation process and two or more Bids have scored equal points including equal preference points for specific goals, the successful Tender must be the one scoring the highest score for functionality. Should two or more Bids be equal in all respects, the award shall be decided by the drawing of lots.
 - (v) A trust, consortium or joint venture will qualify for points for specific goals provided that each entity submits individual specific goals claim form. Points will be split according to the number of partners within the joint venture based on the joint venture agreement.
 - (vi) A trust, consortium or joint venture will qualify for points for specific goals as an unincorporated entity, provided that the entity submits their joint venture agreement.

Declarations

A Tender must, in the manner stipulated in the Tender document, declare that:

- (a) the information provided is true and correct;
- (b) the signatory to the Tender document is duly authorized; and
- (c) documentary proof regarding any Tendering issue will, when required, be submitted to the satisfaction of the relevant organ of state.

If it is detected that –

- (a) Specific goals claimed have been obtained on a fraudulent basis; or
- (b) Any of the conditions of the contract have not been fulfilled.

The employer shall act against the Tenderer or person guilty of such misconduct.

In addition to any other remedy the employer may have against such person(s), the employer may also:

- (a) disqualify the person from the Tendering process;
- (b) recover all 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 favorable arrangements due to such cancellation;
- (d) restrict the Tenderer or contractor, its shareholders and directors, or only

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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.

Tax Clearance

- a) It essential to ensure that persons conducting business with the State are tax compliant at the awarding of bids as no bid may be awarded to persons who are not tax compliant
- b) In order to comply with the provisions of tax, bidders must utilize the Standard Bidding Document (SBD1) issued with this bid
- c) Bidders must submit their tax compliance status PIN together with the bid
- d) The Central Supplier Database and tax compliance PIN are the approved methods that will be utilized to verify tax compliance as the South African Revenue Services does not issue Tax Clearance Certificates but has made an online provision available, via e-Filling, for bidders to print their own Tax Clearance Certificates which they can submit with their bids

F.3.13.1 Acceptance of Tender Offer

Tender offers will only be accepted if:

- (a) the Tenderer has submitted with his Offer all relevant documentation as stated in F2.23
- (b) the Tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;
- (c) the Tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and
- (d) the Tenderer has not:
 - (i) abused the Employer's Supply Chain Management System or
 - (ii) failed to perform on any previous contract.
- (e) the Tenderer has achieved the minimum score for quality as stated in F.3.11.

F3.17 Copies of contract

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

The Standard Conditions of Tender to follow is obtained from Annexure F of CIDB Standard for Uniformity in Construction Procurement (28 May 2010), which contains references to the Tender Data for details that apply specifically to the Tender

T1.3 STANDARD CONDITIONS OF TENDER

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 of tender, the following definitions apply:

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- 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 reasons for such action upon written request to do so.

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

F.1.6 Procurement procedures

F.1.6.1 General

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

F.1.6.2 Competitive negotiation procedure

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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 bids 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 bids 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 bids.

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 requirements.

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F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Site visit and 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.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

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

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

F.2.13 Submitting a tender offer

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

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

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

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

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

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

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

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

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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 the 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 bids that a tender is to be withdrawn or substituted.

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

F.2.15 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

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

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

F.2.16 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 prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the 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 seven days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, will then notify it to all tenderers who drew documents.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

1. complies with the requirements of these Conditions of Tender,
2. has been properly and fully completed and signed, and

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

3. is responsive to the other requirements of the tender documents.

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

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive bids, 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 and discrepancies

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

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

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

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

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

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

F.3.10 Clarification of a tender offer

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

F.3.11 Evaluation of tender offers

F3.11.1 General

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

F.3.11.2 Method 1: Financial offer

In the case of a financial offer:

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

F.3.11.4 Method 3: Financial offer and quality

In the case of a financial offer and quality:

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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

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

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

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

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

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

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

F.3.11.6 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.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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; and
W₂ 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:

- is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- 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,
- has the legal capacity to enter into the contract,

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.14 Prepare contract documents

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

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

F.3.15 Complete adjudicator's contract

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

F.3.16 Notice to unsuccessful tenderers

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

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

F.3.17 Provide copies of the contracts

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

F.3.18 Provide written reasons for actions taken

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

<div style="border: 1px solid black; height: 30px; width: 100%; margin-bottom: 5px;"></div> <div style="font-size: small;">Contractor</div>	<div style="border: 1px solid black; height: 30px; width: 100%; margin-bottom: 5px;"></div> <div style="font-size: small;">Witness 1</div>	<div style="border: 1px solid black; height: 30px; width: 100%; margin-bottom: 5px;"></div> <div style="font-size: small;">Witness 2</div>	<div style="border: 1px solid black; height: 30px; width: 100%; margin-bottom: 5px;"></div> <div style="font-size: small;">Employer</div>	<div style="border: 1px solid black; height: 30px; width: 100%; margin-bottom: 5px;"></div> <div style="font-size: small;">Witness 1</div>	<div style="border: 1px solid black; height: 30px; width: 100%; margin-bottom: 5px;"></div> <div style="font-size: small;">Witness 2</div>
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EASTERN CAPE PARKS & TOURISM AGENCY

BID NUMBER: 11/FY/24

**CONSTRUCTION OF ACCESS ROADS & REHABILITATION OF
STORMWATER STRUCTURES AT MKHAMBATHI NATURE
RESERVE**

PART T2: RETURNABLE DOCUMENTS

<div></div> <div>Contractor</div>	<div></div> <div>Witness 1</div>	<div></div> <div>Witness 2</div>	<div></div> <div>Employer</div>	<div></div> <div>Witness 1</div>	<div></div> <div>Witness 2</div>
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RETURNABLE DOCUMENT CHECKLIST

Tenderers to complete this checklist to ensure that all information in the Tender Document is completed included and read by the Tenderer.

Page	Ref	Description	Completed / Included/
		All pages requiring signatures signed by the Tenderer (Authorized Person)	
1		Correct Tender Offer Amount on BoQs carried forward to Tender Summary (Page iv) and Form of Offer (Page C1.3)	
T2.3	T2.1	Forms, Certificates and Schedules required for evaluation of Tender responsiveness	
T2.1.1	T2.1.1	Tender Briefing / Site Inspection Certificate	
T2.1.2- T2.1.6	T2.1.2	Certificate of Authority for Signatory	
T2.1.7	T2.1.3	Registration Certificates / Agreements / Identity Documents	
T2.1.8- 2.1.17	T2.1.4	Joint Venture / Consortium Disclosure Form	
T2.1.18	T2.1.5	Central Supplier Database / Compliance PIN	
T2.1.19	T2.1.6	Proof of Registration with CIDB	
T2.1.20	T2.1.7	Proof of Workmen's Compensation Registration	
T2.1.21- T2.1.22	T2.1.8	Bidder's/Tender's Reference Evaluation Form 1	
T2.1.23- T2.1.24	T2.1.9	Bidder's/Tender's Reference Evaluation Form 2	
T2.1.27	T2.1.10	Tenderer's Team Capability	
T2.21	T2.2	Other Forms, Certificates and Schedules that will be incorporated into the contract	
T2.2.1	T2.2.1	Record of Addenda to Tender Documents	
T2.2.2	T2.2.2	Local Employment Generation	
T2.2.3	T2.2.3	Unemployment Insurance Fund (UIF) – Registration Certificate (Act 4 of 2002)	
T2.2.4- T2.2.5	T2.2.4	Form Concerning Fulfilment of the Construction Regulations, 2003	
T2.2.6	T2.2.5	Form of Required Information	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.7- T2.2.10	T2.2.6	Bidders Disclosure (SBD 4)	
T2.2.18- T2.2.22	T2.2.7	Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2017 (SBD 6.1)	
T2.2.18- T2.2.21	T2.2.8	Local Content Declaration (SBD 6.2)	

T2.37	T2.3	Documentation, Forms and Schedules required for Tender evaluation purposes	
T2.3.1- T2.3.2	T2.3.1	Related Experience of Tenderer	
T2.3.2- T2.3.5	T2.3.2	List of Key Personnel	
T2.3.6- T2.3.7	T2.3.3	Schedule of Plant and Equipment	
T2.3.8- T2.3.9	T2.3.4	Schedule of Proposed Sub-Contractors	
T2.3.10	T2.3.5	Provisional Programme and Method Statement	
T1.2.6	F.3.11	Compliance requirements	
		<ul style="list-style-type: none"> • Proof of CIDB contractor grading designation equal to 5CE Only • Evidence of execution or completion of at least two (2) road projects (CE) • Methodology • Team Capability • Plant and Equipment 	
C1.18	C1.2.2	Part 2 : Data Provided by the Contractor (Contract Specific Data)	
C2.5	C2.2	Pricing Data (Provisional Bill of Quantities)	
BOQ's	C2.2	Sign and date Final Summary	
BOQ's	C2.2	Completed in BLACK INK only and corrections crossed out and initialed	
C2.6	C2.3	Amendments, Qualifications and Alternatives by Tenderer	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART T2: RETURNABLE DOCUMENTS

Notes :

The Tender Document must be submitted as a whole. All forms must be properly completed as required and the document shall not be taken apart or altered in any way whatsoever.

All forms must be duly completed in **black ink** as required.

The list of returnable documents, which consists of forms and schedules to be completed and company specific certificates and information pages to be attached, comprise the following:

TABLE OF CONTENTS		Page
T2.1	Forms, Certificates and Schedules required for evaluation of Tender responsiveness	T2.1.1-T2.1.20
T2.2	Other forms, certificates and schedules that will be incorporated into the contract	T2.2.1-T2.2.21
T2.3	Documentation, forms and schedules required for Tender evaluation purposes	T2.3.1-T2.3.11
T2.4	Other documentation, forms and schedules required for Tender evaluation purposes	T2.4.1-T2.4.2

<div>T 2.</div> <div>Contractor</div>	<div></div> <div>Witness 1</div>	<div></div> <div>Witness 2</div>	<div></div> <div>Employer</div>	<div></div> <div>Witness 1</div>	<div></div> <div>Witness 2</div>
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T2.1.0

T2.1 FORMS, CERTIFICATES AND SCHEDULES REQUIRED FOR EVALUATION OF
TENDER

	Page No.
T2.1.1 Tender Briefing / Site Inspection Attendance Certificate	T2.1
T2.1.2 Certificate of Authority for Signatory	T2.1.2-T2.1.6
T2.1.3 Registration Certificates/Agreements/Identity Documents	T2.1.7
T2.1.4 Joint Venture/Consortium Disclosure Form	T2.1.8-T2.1.17
T2.1.5 Central Supplier Database	T2.1.18
T2.1.6 Proof of Registration with CIDB	T2.1.19
T2.1.7 Proof of Workmen's Compensation Registration	T2.1.20

<div>T 2.</div>					
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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

Address.....

Telephone number Fax

number E-mail

address

Was represented by the person(s) named below at the compulsory meetings held for all Tenderers as per the Tender Data (T1.2 – F.2.7)

I/We hereby acknowledge that I/We visited the site and acquainted ourselves with the conditions likely to influence the work and all aspects that could influence either the cost or the construction of the services prior to determining our rates and prices.

I/We further certify that I/we are satisfied with the description of the work and explanations given at the meeting and that I/We understand perfectly the work to be done, as specified and implied, in the documentation and information provided.

TENDERER'S REPRESENTATIVE(S):

Name : Signature

Capacity :

Name : Signature

Capacity :

EMPLOYER'S REPRESENTATIVE:

Name : Signature

Capacity : Date.....

T 2.					
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T2.1.2

CERTIFICATE OF AUTHORITY FOR SIGNATORY

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

Signatories for Companies, Close Corporations, Partnerships, Joint Ventures or Sole Proprietors must establish their authority thereto by attaching a copy of the relevant resolution of their Board of Directors, Members or Partners duly signed and dated. Examples are shown below.

(I) CERTIFICATE FOR COMPANY

I, chairperson of the Board of Directors of hereby confirm that by resolution of the Board (copy attached) taken on 20....., Mr/Ms, acting in the capacity of, was authorized to sign all documents in connection with the tender for **Tender No.11/FY/24** and any contract resulting from it, on behalf of the company.

Chairman:

Chairman :

As Witness: 1.
2.

Date :

T 2.					
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

(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 **Tender No. 11/FY/24** and any contract resulting from it, on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

T 2.					
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

(III) **CERTIFICATE FOR PARTNERSHIP**

We, the undersigned, being the key partners in the business trading as,hereby authorize Mr/Msacting in the capacity of, to sign all documents in connection with the tender for **Tender No 11/FY/24** and any contract resulting from it, on our behalf.

NAME	ADDRESS	SIGNATURE	DATE
Lead partner			

behalf.

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

T 2.

ContractorWitness 1Witness 2EmployerWitness 1Witness 2

(IV) CERTIFICATE 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 for **Tender No 11/FY/24** and any contract resulting from it, on our behalf.

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

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead Partner		Signature
		Name
CIDB Registration No.		Designation
Lead Partner		Signature
		Name
CIDB Registration No.		Designation
Lead Partner		Signature
		Name
CIDB Registration No.		Designation

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

T 2.					
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

(V) CERTIFICATE FOR SOLE PROPRIETOR

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

Signature of Sole Owner:

As Witnesses:

- 1.
- 2.

Date:

<div>T 2.</div>					
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T2.1.3

REGISTRATION CERTIFICATES/AGREEMENTS / IDENTITY

DOCUMENTS

Attach hereto certified copies of Registration Certificates for Companies and Closed Corporations and certified copies of Identity Documents for Partnerships and Sole proprietors as well as signed Agreements and Powers of Attorney for Joint Venture / Consortium if applicable.

T 2.					
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

TO BE COMPLETED ONLY IF TENDER IS SUBMITTED IN A JOINT VENTURE OR CONSORTIUM**GENERAL**

- i) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.
- ii) A copy of the joint venture agreement must be attached to this form, in order to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:
 - a) the contributions of capital and equipment
 - b) work items to be performed by the Affirmable Joint Venture Partner's own forces
 - c) work items to be performed under the supervision of the Affirmable Joint Venture Partner.
- iii) Copies of all written agreements between partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.
- iv) ABE partners must complete ABE Declaration Affidavits.
- v) The joint venture must be formalized. All pages of the joint venture agreement must be signed by all the parties concerned. A letter/ notice of intention to formalize a joint venture once the contract has been awarded will not be considered.
- vi) Should any of the above not be complied with, the joint venture will be deemed null and void and will be considered non-responsive.

1. JOINT VENTURE PARTICULARS

- a) Name
- b) Postal address.....
- c) Physical address
-
-
- d) Telephone

T 2.					
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

e) Fax

2. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER

2.1(a) Name of Firm

Postal Address

Physical Address

Telephone

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements

.....

2.2(a) Name of Firm

Postal Address

Physical Address

Telephone

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements

.....

(Continue as required for further non-Affirmable Joint Venture Partners)

3. IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER

3.1(a) Name of Firm

Postal Address

Physical Address

Telephone

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements

.....

3.2(a) Name of Firm

Postal Address

Physical Address

Telephone

T 2.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Fax..... Contact person for matters
pertaining to Joint Venture Participation Goal requirements

.....
3.3(a) Name of Firm
Postal Address
Physical Address Telephone
.....
Fax
Contact person for matters pertaining to Joint Venture Participation Goal requirements

.....
(Continue as required for further Affirmable Joint Venture Partners)

4. BRIEF DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE

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

5. OWNERSHIP OF THE JOINT VENTURE

- a) Affirmable Joint Venture Partner ownership percentage(s) %
b) Non-Affirmable Joint Venture Partner ownership percentage(s) %
c) Affirmable Joint Venture Partner percentages in respect of: *
(i) Profit and loss sharing.....
(ii) Initial capital contribution in Rands.....

.....
.....
(*Brief descriptions and further particulars should be provided to clarify percentages).

- (iii) Anticipated on-going capital contributions in Rands

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

T 2.					
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- (iv) Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.

.....

.....

.....

6. RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT AS PRIME CONTRACTORS OR AS PARTNERS IN OTHER JOINT VENTURES

	NON-AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

	AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making,

<div>T 2.</div>					
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

indicating any limitations in their authority e.g. co-signature requirements and Rand limits).

(a) Joint Venture cheque signing

.....

.....

.....

(b) Authority to enter into contracts on behalf of the Joint Venture

.....

.....

.....

(c) Signing, co-signing and/or collateralizing of loans

.....

.....

.....

(d) Acquisition of lines of credit

.....

.....

.....

(e) Acquisition of performance bonds

.....

.....

.....

(f) Negotiating and signing labour agreements

.....

.....

.....

8. MANAGEMENT OF CONTRACT PERFORMANCE

(Fill in the name and firm of the responsible person).

(a) Supervision of field operations

.....

(b) Major purchasing

(c) Estimating

(d) Technical management

9. MANAGEMENT AND CONTROL OF JOINT VENTURE

(a) Identify the “managing partner”, if any,

(b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works?

(c) Describe the management structure for the Joint Venture’s work under the contract

MANAGEMENT FUNCTION / DESIGNATION	NAME	PARTNER*

* Fill in “ex Affirmable Joint Venture Partner” or “ex non-Affirmable Joint Venture Partner”.

10. PERSONNEL

- (a)** State the approximate number of operative personnel (by trade/function/discipline) needed to perform the Joint Venture work under the Contract.

TRADE/FUNCTION/ DISCIPLINE	NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS	NUMBER EX NON- AFFIRMABLE JOINT VENTURE PARTNERS

(Fill in “ex Affirmable Joint Venture Partner” or “ex non-Affirmable Joint Venture Partner”).

- (b)** Number of operative personnel to be employed on the Contract who are currently in the employ of partners.

- (i)** Number currently employed by Affirmable Joint Venture Partners

.....

- (ii)** Number currently employed by the Joint Venture

.....

- (c)** Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture

.....

- (d)** Name of individual(s) who will be responsible for hiring Joint Venture employees

.....

.....

T 2.					
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

(e) Name of partner who will be responsible for the preparation of Joint Venture payrolls

.....
.....

11. CONTROL AND STRUCTURE OF THE JOINT VENTURE

Briefly describe the manner in which the Joint Venture is structured and controlled.

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

The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorised representatives of the Employer.

Signature

Duly authorised to sign on behalf of.....

Name

Address

Telephone

Date

Signature

Duly authorised to sign on behalf of..... Name

.....

T 2.					
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Address
Telephone
Date

Signature
Duly authorised to sign on behalf of..... Name

.....
Address
Telephone
Date

Signature
Duly authorised to sign on behalf of..... Name

.....
Address
Telephone
Date

Signature
Duly authorised to sign on behalf of..... Name

.....
Address
Telephone
Date

Signature

Duly authorised to sign on behalf of..... Name

.....

Address

Telephone

Date

T 2.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.1.5

CENTRAL SUPPLIER DATABASE/ TAX COMPLIANCE PIN

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

Tenderers' Full CSD report for the month of October 2023 / Tax compliance PIN must be attached hereto.

T2.1.6 CIDB CERTIFICATE

The Tenderer shall attach hereto the Contractors proof of valid registration certificate with CIDB. CRS number(s) also to be provided.
In the case of Consortium/Joint Venture Bids, a consolidated CIDB Grading must be utilized through a CIDB Joint Venture Calculator. Each partner shall also provide their own valid CIDB registration certificate.

T 2.					
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T2.2.iii

T2.1.7

PROOF OF WORKMEN’S COMPENSATION REGISTRATION

The Tenderer shall attach hereto valid proof of workmen’s compensation registration or proof of payment of contributions in terms of the compensation of occupational injuries and diseases (Act No. 4 of 2002

T2.1.8 BIDDER'S/TENDERER'S REFERENCE EVALUATION FORM 1

Tenderer shall complete the tender reference evaluation form below. Failure to complete the form will result in the disqualification of the tender application.

Name of Client/Department	
Tender Number	
Tender Description	
Name of Bidder (tenderer)	
Value of project	R
Commencement Date	
Contractual Completion Date	
Bidder's Completion Date	

1.2 Please score the performance of the above-mentioned company by ticking the relevant box

Performance Rating			Comments (Attach additional sheets if necessary)
Work performed in compliance with contract terms.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Materials, supplies and equipment provided as required?	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Have timelines been met?	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Financial Capacity	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Quality of work	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	

T 2.					
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

	Very Poor	1	
Communication and accessibility	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Would you recommend using this service provider in future?	Yes	No	If no, provide reasons:

OVERALL PERFORMANCE

Excellent		Good		Fair		Poor		Very Poor	
-----------	--	------	--	------	--	------	--	-----------	--

CLIENT / DEPARTMENT:

Name of Evaluator/ Project Manager	
Designation:	
Signature:	
Date:	

Official Stamp:

--

NB: This form must be duly completed by an authorized person and be submitted with the bid. Incomplete, unsigned or forms not stamped will not be considered for evaluation of the bid.

T 2.					
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T2.1.9 BIDDER'S/TENDERER'S REFERENCE EVALUATION FORM 2

Tenderer shall complete the tender reference evaluation form below. Failure to complete the form will result in the disqualification of the tender application.

Name of Client/Department	
Tender Number	
Tender Description	
Name of Bidder (tenderer)	
Value of project	R
Commencement Date	
Contractual Completion Date	
Bidder's Completion Date	

1.2 Please score the performance of the above-mentioned company by ticking the relevant box

Performance Rating			Comments (Attach additional sheets if necessary)
Work performed in compliance with contract terms.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Materials, supplies and equipment provided as required?	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Have timelines been met?	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Financial Capacity	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Quality of work	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	

T 2.					
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Communication and accessibility	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Would you recommend using this service provider in future?	Yes	No	If no, provide reasons:

OVERALL PERFORMANCE

Excellent		Good		Fair		Poor		Very Poor	
-----------	--	------	--	------	--	------	--	-----------	--

CLIENT / DEPARTMENT:

Name of Evaluator/ Project Manager	
Designation:	
Signature:	
Date:	

Official Stamp:

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NB: This form must be duly completed by an authorized person and be submitted with the bid. Incomplete, unsigned or forms not stamped will not be considered for evaluation of the bid.

T 2.					
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T2.1.10 TENDERER'S TEAM CAPABILITY

Bidders to submit comprehensive Curriculum Vitae (CV) of the following including certificates of qualifications, trade test certificates:

Resources	Qualifications	No of years' Experience
Contracts Manager	BTech/ National Diploma or higher in Civil/Building or Professional Registration as Construction Manager with SACPCMP (Pr. CM)	8 or Higher
Site Agent	BTech/ National Diploma or higher in Civil/Building	5 or Higher
Foreman	N/A	8 or Higher
Occupational Health and Safety Officer	SACPCMP registration, NOSA Certification or any other NQF 5 or higher relevant qualification in OHS	1 or Higher
Environmental Control Representative/ Officer	Relevant Certification/Qualification	1 or higher

T 2.					
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T2.2 OTHER FORMS, CERTIFICATES AND SCHEDULES THAT
WILL BE INCORPORATED INTO THE CONTRACT

	Page No.
T2.2.1 Record of Addenda to Tender documents	T2.2.1
T2.2.2 Local Employment Generation	T2.2.2
T2.2.3 Unemployment Insurance Fund (UIF) – Registration Certificate (Act 4 of 2002)	T2.2.3
T2.2.4 Form Concerning Fulfilment of the Construction Regulations, 2003	T2.2.4-T2.2.5
T2.2.5 Form of Required Information	T2.2.6
T2.2.6 Bidders Disclosure (SBD 4)	T2.2.7-T2.2.10
T2.2.9 Preference Points Clam Form in Terms of the Preferential Procurement Regulations 2017 (SBD 6.1)	T2.2.18-T2.2.22
T2.2. Local Content Declaration (SBD 6.2)	T2.2.23-T2.2.30

<div>T 2.</div>					
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T2.2.x

T2.2.1 RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

SIGNATURE:
(of Authorized Person)

DATE:

<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T2.2.1

T2.2.2 LOCAL EMPLOYMENT GENERATION

The Contractor must submit with his Tender, on the table below, his anticipated component of local personnel that will be employed on the Contract both in terms of number of persons and total person days for each category provided. The number of local personnel should include the local personnel employed by sub-contractors.

The contractor will not be allowed to import skilled personnel if the required skills exist within the local community. The contractor will however be allowed to make use of his own permanently employed machine operators and drivers.

Current policy requires that the female and youth labour components be maximized and that females should take up not less than 5% of the employment generated.

The specific employment goals, which are to be met for this project, are as follows:

- A minimum of 15 local labour employment (residing in the area of the Mkhambathi Nature Reserve.)
- A minimum of 5% of the local labour employed on the project is required to be females.
- A minimum of 20% of the local labour employed on the project is required to be youth (18 – 35 years of age); and
- A minimum of 1% of the local labour employed on the project is required to be disabled persons.
- Non-compliance with the above requirements could be grounds for disqualifying the Tender.

Number of persons planned to be employed															
Occupational Category	Total		Adult				Youth				Disabled				
			Female		Male		Female		Male		Female		Male		
	Persons	Person Days	Persons	Person Days	Persons	Person Days	Persons	Person Days	Persons	Person Days	Persons	Person Days	Persons	Person Days	
Clerical															
Labourer															
Managerial															
Semi skilled															
Skilled															
Supervisor															
Total															

Please note: - The definition of youth is any person under the age of 35 years. (18-35 Years)
 Each person may only be counted once. If a person falls into more than one category, disabled persons take preference, then youth, then adults.
 Must include all occupational categories (Clerical, Labourer, Managerial, Semi skilled, Skilled and Supervisor).

SIGNATURE:
(Authorised Person)

DATE:

<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T2.2.2

T2.2.3 UNEMPLOYMENT INSURANCE FUND (UIF) REGISTRATION CERTIFICATE (ACT 4 OF 2002)

A valid Tenderer’s Unemployment Insurance Fund (UIF) Registration Certificate to be inserted here.

<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T2.2.3

T2.2.4 FORM CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2003

In terms of regulation 4(3) of the Construction Regulations, 2003 (hereinafter referred to as the Regulations), promulgated on 18 July 2003 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) the Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her Tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

1. I confirm that I am fully conversant with the Regulations and that my company has (or will acquire/procure) the necessary competencies and resources to comply with all of the requirements of the Regulations timeously, safely, and successfully.

YES	
NO	

2. Proposed approach to achieve compliance with the Regulations (Tick)

Own resources, competent in terms of the Regulations (refer to 3 below)	
Own resources, still to be hired and/or trained (until competency is achieved)	
Specialist sub-contract resources (competent) - specify:	

3. Provide details of proposed key persons, competent in terms of the Regulations, who will form part of the Contract team as specified in the Regulations (CV's to be attached).

.....

Potential key risks identified and measures for addressing risks:

.....

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

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

I have fully included in my Tendered rates and prices (in the appropriate payment items provided in the Schedule of Quantities) for all resources, actions, training and any other costs required for the due fulfilment of the Regulations for the duration of the construction and defects repair period.
(Tick)

YES	
NO	

SIGNATURE OF PERSON(S) AUTHORISED TO SIGN THIS TENDER:

1. Date
2. Date

<div></div> <div>Contractor</div>	<div></div> <div>Witness 1</div>	<div></div> <div>Witness 2</div>	<div></div> <div>Employer</div>	<div></div> <div>Witness 1</div>	<div></div> <div>Witness 2</div>
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T2.2.5

FORM OF REQUIRED INFORMATION

THE FOLLOWING PARTICULARS MUST BE FURNISHED

(FAILURE TO DO SO MAY RESULT IN YOUR TENDER BEING DISQUALIFIED)

NAME OF TENDERER

POSTAL ADDRESS

STREET ADDRESS

..... TELEPHONE

NUMBER CODE NUMBER..... CELLPHONE

NUMBER

FACSIMILE NUMBER CODE NUMBER

..... VAT REGISTRATION

NUMBER.....

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE

BEEN ATTACHED? (SBD 2) **YES/NO**

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR

THE GOODS/SERVICES/WORKS OFFERED? **YES/NO**

(IF YES ENCLOSE PROOF)

SIGNATURE OF TENDERER:

DATE:

CAPACITY IN WHICH THIS TENDER IS SIGNED:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.6

BIDDER'S DISCLOSURE (SBD 4)

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise, employed by the state?

YES/NO

- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

- 2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

- 2.2.1 If so, furnish particulars:

.....
.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 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 consortium¹ will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 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.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 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.

¹ 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.

<div style="border: 1px solid black; width: 100px; height: 25px; margin-bottom: 5px;"></div> Contractor	<div style="border: 1px solid black; width: 100px; height: 25px; margin-bottom: 5px;"></div> Witness 1	<div style="border: 1px solid black; width: 100px; height: 25px; margin-bottom: 5px;"></div> Witness 2	<div style="border: 1px solid black; width: 100px; height: 25px; margin-bottom: 5px;"></div> Employer	<div style="border: 1px solid black; width: 100px; height: 25px; margin-bottom: 5px;"></div> Witness 1	<div style="border: 1px solid black; width: 100px; height: 25px; margin-bottom: 5px;"></div> Witness 2
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T2.2.8

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature	Date
.....
Position	Name of bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

a) The applicable preference point system for this tender is the 80/20 preference point system.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

The 80/20 preference point system is applicable, corresponding points must also be indicated as such. Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
>51% Historically Disadvantaged Individuals Ownership (South African citizen - who, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (Act 200 of 1993))	5	
10-50% HDI Ownership	2.5	
<10% HDI Ownership	0	
>51% Youth Ownership	5	
10-50% Youth Ownership	2.5	
<10% Youth Ownership	0	
>51% Women Ownership	5	
10-50% Women Ownership	2.5	
<10% Women Ownership	0	
>51% Disability Ownership	3	
10-50% Disability Ownership	1.5	
<10% Disability Ownership	0	
Locality (Enterprises located in the Eastern Cape Province) Enterprise not located in the Eastern Cape Province	2 0	
Total	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

☐ State Owned Company
[TICK APPLICABLE BOX]

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

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

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.8 LOCAL CONTENT DECLARATION (SBD 6.2)

This Standard Bidding Document (SBD) 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 Specific Goals.
- 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.

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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
1. Welded steel	100%
2. Cement	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 at 12:00 on the date of advertisement of the bid.

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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.

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

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/industrial-development/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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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:** _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Annex C

Local Content Declaration - Summary Schedule

Bid No.	
Bid description:	
Designated product(s)	
Tender Authority:	Eastern Cape Parks and Tourism Agency
Bid Entity name:	
Bid Exchange Rate:	
Specified local content %	100%

Note: VAT to be excluded from all calculations

EU GBP

Calculation of local content								Bid summary			
Bid item no's	List of items	Bid price - each (excl VAT)	Exempted imported value	Bid value- net of exempted imported content	Imported value	Local value	Local content % (per item)	Bid Qty	Total Bid value	Total exempted imported content	Total Imported content
L123.12	Welded steel fabric S311						100%				
35,02	Ordinary Portland cement						100%	2			
3											
4											
5											
6											
7											
8											
9											

Signature of Bidder

Date: _____

Total bid value	
Total Exempt imported content	
Total bid value net of exempt imported content	
Total Imported content	
Total local content	
Average local content % of tender	

T2.3 DOCUMENTATION, FORMS AND SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

	Page No.
T2.3.1 Related Experience of Tenderer	T2.3.1-T2.3.2
T2.3.2 List of Key Personnel	T2.3.3 -T2.3.5
T2.3.3 Schedule of Plant and Equipment	T2.3.6 -T2.3.7
T2.3.4 Schedule of Proposed Sub-Contractors	T2.3.8 -T2.3.9
T2.3.5 Construction Programme	T2.3.10.-T2.3.11
Refer Section F.3.11 – Stage 1: Compliance Requirements	T1.2.6

<div></div> <div>Contractor</div>	<div></div> <div>Witness 1</div>	<div></div> <div>Witness 2</div>	<div></div> <div>Employer</div>	<div></div> <div>Witness 1</div>	<div></div> <div>Witness 2</div>
-----------------------------------	----------------------------------	----------------------------------	---------------------------------	----------------------------------	----------------------------------

T2.3.1 RELATED EXPERIENCE OF TENDERER

The Tenderer shall list below or in a separate schedule a statement of those works/services of similar nature which they have satisfactorily completed in the past five years. Information must be provided in the format provided below. It is essential that telephone contact details of references be supplied. Present commitments and their due dates for completion shall also be listed. Where applicable, the project value can be adjusted to reflect the impact of inflation, using the Consumer Price Index (CPI) with the completion date being taken as the base date for the calculation (Refer Section F.3.11 – Stage 1: Compliance requirements.

1. PREVIOUS PROJECTS UNDERTAKEN:

EMPLOYER		DESCRIPTION AND NATURE OF WORKS/ SERVICES	VALUE OF WORK (INCL. VAT)	DATE COMPLE- TED
EMPLOYER/ CONTACT PERSON/ TEL. NO.	CONSULTING ENGINEER/ CONTACT PERSON/ TEL. NO.			

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2. **CURRENT PROJECTS UNDERTAKEN:**

EMPLOYER		DESCRIPTION AND NATURE OF WORKS/ SERVICES	VALUE OF WORK (INCL. VAT)	DATE COMPLE- TED
EMPLOYER/ CONTACT PERSON/ TEL. NO.	CONSULTING ENGINEER/ CONTACT PERSON/ TEL. NO.			

DATE: _____ SIGNATURE OF TENDERER: _____

(Authorised Person)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.3.2 LIST OF KEY PERSONNEL

For purpose of evaluating functionality, the Tenderer shall attach hereto a shortened CV for each key member available to work on the project in the Categories Project Manager, Site Foreman and Plant Operators/Artisans personnel (using the template provided). (Refer Section F.3.11 – Stage 2: Functionality (ii)).

The Tenderer shall list below the key personnel to be used on this project.

NAME	RESPONSIBILITIES AND AVAILABILITY TO PROJECT	QUALIFICATIONS (ATTACHED COPY)	EXPERIENCE
	Contracts Manager		
	Site Agent		
	Foreman		
	Occupational Health and Safety Representative		
	Environmental Control Officer		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CURRICULUM VITAE OF KEY PERSONNEL

NB: BIDDERS MUST SUBMIT CV's OF KEY PERSONNEL

This form should be completed for each key person listed in the table in section T 2.3.2.

Responsibility or role on the project (as per table T2.3.2)	Contracts Manager
Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional membership:	
Name of employer (firm):	
Current position:	No. of Years' experience:
Employment record: (List of chronological order starting with earliest work experience)	
Experience records pertinent to required service:	
Certification: I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications, and my experience and that I will be available to execute the work for which I have been nominated. _____ (Signature of Person named in schedule)	
Date	

Attach additional pages if more space is required

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Responsibility or role on the project (as per table T2.3.2)	Foreman
Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional membership:	
Name of employer (firm):	
Current position:	No. of Years' experience:
Employment record: (List of chronological order starting with earliest work experience) 	
Experience records pertinent to required service: 	
Certification: I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications, and my experience and that I will be available to execute the work for which I have been nominated. <hr/> <hr/> <div style="display: flex; justify-content: space-between;"> (Signature of Person named in schedule) Date </div>	

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Responsibility or role on the project (as per table T2.3.2)	Occupational Health and Safety Representative
Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional membership:	
Name of employer (firm):	
Current position:	No. of Years' experience:
Employment record: (List of chronological order starting with earliest work experience)	
Experience records pertinent to required service:	
Certification: I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications, and my experience and that I will be available to execute the work for which I have been nominated. <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 60%;"> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> </div> <div style="width: 35%; text-align: right;"> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div style="width: 60%;"> (Signature of Person named in schedule) </div> <div style="width: 35%; text-align: right;"> Date </div> </div>	

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Responsibility or role on the project (as per table T2.3.2)	Environmental Control Officer
Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional membership:	
Name of employer (firm):	
Current position:	No. of Years' experience:
Employment record: (List of chronological order starting with earliest work experience)	
Experience records pertinent to required service:	
Certification: I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications, and my experience and that I will be available to execute the work for which I have been nominated. <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 60%;"> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> (Signature of Person named in schedule) </div> <div style="width: 35%; text-align: center;"> Date </div> </div>	

SUPPLEMENTARY INFORMATION

Please attach any supporting documentation, supplementary information and Curriculum Vitae to this page.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T2.3.3 SCHEDULE OF PLANT AND EQUIPMENT

The following are lists of major items of relevant equipment that the Tenderer presently own or lease and will have available for this contract or will acquire or hire for this contract if my/our Tender is accepted.

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

DESCRIPTION (type, size, capacity etc)	QUANTITY	YEAR OF MANUFACTURE

Attach additional pages if more space is required

- (b) Details of major equipment that will be hired or acquired for this contract if Tender is accepted. Contact details of plant hire company to be provided.

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

Attach additional pages if more space is required

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

DATE: _____.. SIGNATURE _____

(Authorised Person)

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T2.3.3 SCHEDULE OF PROPOSED SUB-CONTRACTORS

In terms of Clause 4.4 of the Conditions of Contract for Construction, the Tenderer shall enter below the names of sub-contractors he intends to employ for work on this contract, as well as the portion and value of the work to be executed by such sub-contractors.

Based on the definition of SMME provided below the Tenderer should indicate in which category, i.e. Medium, Small, Very Small or Micro, the intended sub-contractor is categorized if applicable.

DESCRIPTION OF PORTION OF WORK	APPROX. VALUE (EXCL. VAT)	NAME, ADDRESS AND TELEPHONE NUMBER OF SUB-CONTRACTOR/SMME	SMME (YES / NO)	SMME CATEGORY MEDIUM/ SMALL/ VERY SMALL/ MICRO	% HDI OWNERSHIP OF SUB-CONTRACTOR

* According to the national Small Business Amendment Act, 2003 (Act No. 26 of 2003) small business (i.e., SMME) is defined as follows:

A separate and distinct business entity, including co-operative enterprises and non-governmental organizations, managed by one owner or more which, including its branches or subsidiaries, if any, is predominantly carried on in any sector or sub-sector of the economy as mentioned in column 1 of the Schedule and which can be classified as a micro, a very small, a small or a medium enterprise by satisfying the criteria mentioned in columns 3, 4 and 5 of the Schedule opposite the smallest relevant size or class as mentioned in column 2 of the Schedule.

(Schedule for Construction Sector given on the following page).

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SCHEDULE (ONLY CONSTRUCTION SECTOR SHOWN)

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
Sector or Sub-sectors in accordance with the Standard Industrial Classification	Size or Class	Total full-time equivalent of paid employees: Less than:	Total annual turnover: Less than:	Total gross asset value (fixed property excluded): Less than:
Construction	Medium	200	R 26 million	R 5 million
	Small Very	50	R 6 million	R 1 million R0,50
	Small Micro	20	R 3 million	million R0,10
		5	R0,20 million	million

It is to be noted that an entity 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 BBB-EE status level than the entity concerned, unless the contract is sub-contracted to an exempted micro enterprise that has the capability and ability to execute the sub-contract.

DATE: _____ SIGNATURE OF TENDERER: _____

(Authorised Person)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.3.4 CONSTRUCTION METHODOLOGY AND PROGRAMME

Eligibility criteria: The respondent should be able to demonstrate its capability to bring a contract to a satisfactory conclusion by describing the methodology of approach and programme to accomplish the project's required outcomes.

The respondent must explain its understanding of the requirements for successful planning and implementation of an accelerated infrastructure development programme.

The approach paper should explain the methodologies which are to be adopted under these conditions and demonstrate the compatibility.

The approach should further include a top-quality project plan which outlines processes, procedures and associated resources, applied by whom and when with relevant reporting systems, indicate how risks will be managed, what quality assurance measures are to be put in place. Special emphasis should be placed on key performance indicators as well as innovative procedures to be used.

The successful Tenderer shall submit a detailed programme within 14 days after the commencement date. The Tenderer need to submit a high-level programme in the table provided below to illustrate a comprehensive understanding of the work required as well as a pragmatic approach in performing the work required:

DESCRIPTION OF PHASE AND SECTION OF THE WORKS	ENVISAGED DURATION (WEEKS)	STARTING WEEK NO.*	FINISHING WEEK NO.
Site handover	1	1	1
Site establishment			

<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

DESCRIPTION OF PHASE AND SECTION OF THE WORKS	ENVISAGED DURATION (WEEKS)	STARTING WEEK NO.*	FINISHING WEEK NO.

* The execution of the Works should start within 14 days from the Site Handover Date.

DATE: _____ SIGNATURE OF TENDERER _____
(Authorised Person)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.1 LIST OF RETURNABLE DOCUMENTS

THE TENDERER MUST SUBMIT THE FOLLOWING DOCUMENTS WITH THIS TENDER. IF THE DOCUMENTS ARE NOT INCLUDED IN THE DOCUMENT, THE DEPARTMENT WILL NOT CONSIDER THIS TENDER. (MANDATORY REQUIREMENTS)

Clause referred to in Standard Conditions of Tender	Document
2.1	<p>Tenderers should provide their CRS Number of registered Contractor as well as JV Partner*. CRS Number of Tenderers or JV Partners needs to be filled in below:</p> <p><u>Tenderer/Leading JV Partner</u></p> <p>CRS Number: _____</p> <p>Name _____ of _____</p> <p>Company: _____</p> <p><u>JV Partner</u></p> <p>CRS Number: _____</p> <p>Name _____ of _____</p> <p>Company: _____</p> <p><u>JV Partner</u></p> <p>CRS Number: _____</p> <p>Name _____ of _____</p> <p>Company: _____</p> <p>*NB: Recent printout from CIDB website indicating the CRS number will also be accepted.</p>
2.13.4	Letter of authorization to sign the Form of Offer and where required in tender document. (See Item T2.2.9 Form I page T2.2.15)
2.25	<p>An Original, Valid Tax Clearance Certificate. See Item T2.2.20 Form T page T2.2.33)</p> <p>In Bids where Consortia/Joint Venture/Sub-contractors are involved each party must submit a separate and Original Valid Tax Clearance Certificate.</p>
2.7	Attendance of the Compulsory Tender Clarification meeting as stipulated.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.2.11	Tampering with or taking the documents apart is strictly prohibited, this will lead to the tender being considered as non-responsive. All documentation must be stapled into the tender document or attached in a separate file.
--------	--

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

EASTERN CAPE PARKS & TOURISM AGENCY

BID NUMBER: 11/FY/24

**CONSTRUCTION OF ACCESS ROADS & REHABILITATION OF
STORMWATER STRUCTURES AT MKHAMBATHI NATURE
RESERVE**

PORTION 2: CONTRACT

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

EASTERN CAPE PARKS & TOURISM AGENCY

BID NUMBER: 11/FY/24

CONSTRUCTION OF ACCESS ROADS & REHABILITATION OF STORMWATER STRUCTURES AT MKHAMBATHI NATURE RESERVE

PART C1: THE CONTRACT

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Notes:

The Tender Document must be submitted as a whole. All forms must be properly completed as required and the document shall not be taken apart or altered in any way whatsoever.

All forms must be duly completed in **black ink** as required.

The list of returnable documents, which consists of forms and schedules to be completed and company specific certificates and information pages to be attached, comprise the following:

TABLE OF CONTENTS		Page
C1:	AGREEMENT AND CONTRACT DATA	C1.1
C1.1	FORM OF OFFER AND ACCEPTANCE	C1.1-C1.8
C1.2.1 :	CONDITIONS OF CONTRACT	C1.9-C1.14
C1.2.2 :	CONTRACT SPECIFIC DATA	C1.15-C1.18
C1.2.3 :	PRO-FORMA PERFORMANCE GUARANTEE	C1.19-C1.22
C1.2.4 :	ADJUDICATOR APPOINTMENT	C1.23-C1.25
C2 :	PRICING DATA	C2.1
C2.1 :	PRICING INSTRUCTIONS	C2.1-C2.2
C2.2 :	PROVISIONAL BILLS OF QUANTITIES	C2.3
C3 :	SCOPE OF WORK	C3.1
C3.1 :	PROJECT SPECIFICATIONS	C3.1-C3.11
C3.2 :	PARTICULAR SPECIFICATIONS	C3.12-C3.58
C3.3 :	TENDER DRAWINGS	C3.59
C3.4	CONTRACT BOARD LAYOUT DETAIL	C3.60
C4 :	SITE INFORMATION	C4.1
C4.1 :	GEOTECHNICAL INFORMATION OF SITE	C4.1
C5 :	ANNEXURES	C5.1

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1. AGREEMENT AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE

A. OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

TENDER No. 11/FY/24 - CONSTRUCTION OF ACCESS ROADS & REHABILITATION OF STORMWATER STRUCTURES AT MKHAMBATHI NATURE RESERVE

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda hereto as listed **in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.**

By the representative of the Tenderer, deemed to be duly authorized, signing of this part of this Form of Offer and Acceptance, the Tenderer offers to perform all 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 :

R_____ (in words) _____
_____)

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

Signature: *(of person authorized to sign the Tender):* _____

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

Capacity: *(of Signatory):* _____

Name of Tenderer: *(organization):* _____

--	--	--	--	--	--

Contractor

Witness1

Witness2

Employer

Witness1

Witness2

Address:

Telephone number: _____ Fax number: _____

Witness: _____

Signature: _____

Name:

(in capitals : _____

Date: _____

(Failure of a Tenderer to sign this form will invalidate the Tender)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

A. ACCEPTANCE

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

The terms of the contract are contained in -

Part 1 Agreement, and Contract Data, (which include this Agreement) Part 2

Pricing Data, including the bill of Quantities

Part 3 Scope of Work Part 4

Site Information

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

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

The Tenderer shall deliver the security within the period stated in the contract Data, and he shall, immediately after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contract the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data, within 14 days of the date on which this Agreement comes into effect. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

Signature:

Name: *(in capitals)*

Capacity:

Contractor

Witness1

Witness2

Employer

Witness1

Witness2

Name of Employer: (organization)

Address: _____

Witness: _____

Signature: _____

Name: _____

Date: _____

Contractor

Witness1

Witness2

Employer

Witness1

Witness2

C. SCHEDULE OF DEVIATIONS

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

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

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

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

1. Subject:	_____
Details:	_____

2. Subject:	_____
Details:	_____

3. Subject:	_____
Details:	_____

4. Subject:	_____
Details:	_____

5. Subject:	_____
Details:	_____

6. Subject:	_____
Details:	_____

Contractor	Witness1	Witness2	Employer	Witness1	Witness2

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

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

FOR THE TENDERER:

Signature: _____

Name: _____

Capacity: _____

Tenderer (Name and address of organization): _____

Witness:

Signature: _____

Name: _____

Date: _____

FOR THE TENDERER:

Signature: _____

Name: _____

Capacity: _____

Contractor

Witness1

Witness2

Employer

Witness1

Witness2

Witness:

Signature: _____

Name: _____

Date: _____

Contractor

Witness1

Witness2

Employer

Witness1

Witness2

C1.2 CONTRACT DATA – CONDITIONS OF CONTRACT

Part 1:	General Conditions of Contract	C1.9
Part 2:	Special Conditions of Contract	C1.9
1.	General	C1.9
2.	Amendments to the General Conditions of Contract	C1.9

Contractor

Witness1

Witness2

Employer

Witness1

Witness2

PART 1: GENERAL CONDITIONS OF CONTRACT

The “General Conditions of Contract for Works of Civil Engineering Construction, Third Edition (2015)” shall form part of the documentation for this Contract. The aforesaid General Conditions of Contract is not bound into this document but it is available for purchase from the South African Institution of Civil Engineering and it is the responsibility of the Tenderer to obtain such a document at his own expense. Neither the Council nor the Engineer will be responsible for any losses incurred by the Tenderer in respect of ignorance on the part of the Tenderer pertaining to the aforesaid General Conditions of Contract. The variations, extensions, additions or omissions in the Special Conditions of Contract, which is bound into this document, shall form part of the General Conditions of Contract and only the edition specified shall apply to this contract.

The ECPTA undertakes that the only deviations from the clauses of the General Conditions of Contract, Third Edition (2015), are as numbered and formulated hereunder.

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

The Contract Specific Data, General and Special Conditions of Contract shall have precedence over the Drawings, Scope of Work and Standardized Specifications in the interpretation of any ambiguity or inconsistency.

PART 2: SPECIAL CONDITIONS OF CONTRACT

1. GENERAL

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

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

The Forms included in the GCC 2015, are replaced with the Forms included in this Project Document.

Contractor	Witness1	Witness2	Employer	Witness1	Witness2

2. AMENDMENTS TO THE GCC 2015 CONDITIONS OF CONTRACT

SCC 1.1 Definitions
SCC 1.1 “Bills of Quantities”

Add the following:

“For this Contract “Schedule of Quantities” will have the same meaning as “Bills of Quantities” and will form part of the Pricing Data as defined in the General Conditions of Contract.”

SCC 1.1 “**Drawings**” means all drawings, calculations and technical information forming part of the Contract Documents and any modifications thereof or additions thereto from time to time approved in writing by the Engineer or delivered to the Contractor by the Engineer.

SCC 1.1 “Letter of Notification” means the letters of formal notification, signed by the Employer, of the decision of the Supply Chain Management Tender Adjudication Committee sent to all Tenderers. The notification of the decision does not form part of the Employer’s Acceptance of the successful Tenderer’s Offer and no rights shall accrue.”

SCC 1.9 Add the following new Clause:

“**SCC 1.9** The copyright in all documents, drawing and records (prepared by the Engineer) related in any manner to the Works shall vest in the Employer or the Engineer or both (according to the details of the Contract that has been entered into by the Engineer and the Employer for the Works), and the Contractor shall not furnish any information in connection with the Works to any person or organization without the prior approval of the Employer to this effect.”

Contractor	Witness1	Witness2	Employer	Witness1	Witness2

SCC 2 Law, Regulations and Notices

Add the following:

“2.5 The Occupational Health and Safety Act No. 85 and Amendment Act No. 181 of 1993 and the Construction Regulations 2003 will in all respects be applicable to this contract.”

2.5.1 Contractor’s liability as mandatory

“Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2003, for which he is liable as mandatory. By entering into this Contract it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37 (2) of the Act.”

Contractor to notify Employer

“The Employer retains an interest in all inquiries conducted under this Contract in terms of Section 31 and/or 32 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and its Regulations following any incident involving the Contractor and/or Sub-Contractor and/or their employees. The Contractor shall notify the Employer in writing of all investigations, complaints or criminal charges which may arise pursuant to work performed under this Contract in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations.”

Contractor’s Designer

“The Contractor and his designer shall accept full responsibility and liability to comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2003 for the design of the Temporary Works and those parts of the Permanent Works which the Contractor is responsible to design in terms of the Contract.”

SCC 4 Add sub-clause 4.4

“The contractor may not subcontract the whole of the work without the written instruction or approval of the employer and principal agent. In such event the employer may require the contractor to cede the contract to the subcontractor.”

SCC 15 Replace sub-clause 15.1.2 to 15.1.4 and 15.2 to 15.6 with the following:

“The contractor and principal agent shall appoint a selected subcontractor in accordance with the provisions of the Scope of Work.”

SCC 30.0(41) Delete in the Substitute Provisions (30.0 State Clauses) clause 30.1, 30.2 and 30.3/4/5 and replace with the following:

30.1# Should any dispute between the employer, his agents or principal agent on the one hand and the contractor on the other arise out of this agreement, such dispute shall be referred to adjudication.

30.2# Adjudication shall be conducted in accordance with the edition of the GCC Rules for Adjudication current at the time when the dispute is declared. The party, which raises the dispute, shall select three adjudicators from the panel of adjudicators published by the South African Institution of Civil Engineering or Association of Arbitrators (Southern Africa), determine their hourly fees and confirm that these adjudicators are available to adjudicate the dispute in question. The other party shall then select within 7 days one of the three nominated adjudicators, failing which the chairman for the time being of the Association of Arbitrators (Southern Africa) shall nominate an adjudicator. The adjudicator shall be appointed in terms of the Adjudicators Agreement set out in C1.4 .

30.3# If provided in the schedule, a dispute shall be finally settled by a single arbitrator to be agreed on between the parties or, failing such agreement within 28 days after referring the dispute to Arbitration, an Arbitrator nominated by the chairman for the time being of the Association of Arbitrators (Southern Africa). Any such reference shall be deemed to be a submission to the arbitration of a single arbitrator in terms of the Arbitration Act (Act No 42 of 1965, as amended), or any legislation passed in substitution, therefore. In the absence of any other agreed procedure, the arbitration shall take place in accordance with the Rules for the Conduct of Arbitrations issued by the Association of Arbitrators (Southern Africa) which are current at the time of the referral to arbitration. The Arbitrator shall, in his award, set out the facts and the provisions of the contract on which his award is based.

40.4# If the schedule provides for court proceedings to finally resolve disputes, disputes shall be determined by court proceedings.

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Contractor

Witness1

Witness2

Employer

Witness1

Witness2

C1.2.2 CONTRACT SPECIFIC DATA

A. DATA TO BE PROVIDED BY THE EMPLOYER

PART 1: DATA PROVIDED BY THE EMPLOYER

1.1 The Employer is the **Eastern Cape Parks & Tourism Agency**

The address of the Employer is: 17-25 Oxford Street, East London

Telephone: (043) 705 4400

Facsimile: (043) 742 5566

Address (postal): P.O. Box 11234, Southernwood, East London, 5213

1.2 The Principal Agent is **Afroteam Consultants (Pty) Ltd**

Telephone: (079) 831 9949

Address (physical): No. 16 2nd Ave Gonubie, East London 5241

42.3.3 Public liability insurance to be effected by the contractor for the sum of R 10 000 000.00 with a deductible in an amount that the contractor deems appropriate.

42.3.4 Support insurance: Deemed Not Applicable

42.4.1 A waiver of the contractor's lien or right of continuing possession is required.

42.4.2 Three copies of the construction document are to be supplied to the contractor free of charge.

Contractor

Witness1

Witness2

Employer

Witness1

Witness2

42.4.6 CPAP shall only be applicable to works that progress to later than twelve (12) months from commencement date. Where the period is prolonged beyond the first twelve months due to the delay or non- performance by the employer, the CPAP shall be applicable; however, where the period is extended due contractor's failure to perform or delay caused by the contractor CPAP shall not be applicable. CPAP is not applicable to this Project.

The value of the certificates issued shall be adjusted in accordance with the GCC Contract Price Adjustment Schedules

25.3 The issue of an interim payment certificates shall be done no later than the 25th of each month.

11.5 The employer will not provide advanced payments against an advanced payment guarantee

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11.2 and 14.4 The construction guarantee is to be a fixed guarantee in accordance with the GCC.

30.0 Dispute resolution shall be by adjudication. If a dispute is unresolved by adjudication the dispute shall be finally settled by an arbitrator to be agreed between the parties.

PART 2: DATA PROVIDED BY THE CONTRACTOR

Clause 42.5.1:

The name of the Contractor is

The legal name of the Contractor.

Clause 42.5.1 [1.2]:

The address of the Contractor is

The physical address, postal address, e-mail address and/or fax number where the Contractor will receive notices.

Contractor

Witness1

Witness2

Employer

Witness1

Witness2

C1.2.3 CONSTRUCTION GUARANTEE

GUARANTOR DETAILS AND DEFINITIONS

Guarantor means

..

Physical address

..

.....

..

Guarantor's signatory 1 Capacity

..

Guarantor's signatory 1 Capacity

..

Employer means The Eastern Cape Parks and Tourism Agency

Contractor means

..

Agent means

..

Works means

Site means

..

Agreement means the GCC Series 2015

Contract Sum i.e. the total of prices in the Form of Offer and Acceptance inclusive of VAT Amount in figures
R

Amount in words

(Rand)

Guaranteed Sum means the maximum aggregate amount of R Amount in
words

(Rand)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 1 The Guarantor's liability shall be limited to the amount of the Guaranteed Sum as follows:

GUARANTOR'S LIABILITY	PERIOD OF LIABILITY
Maximum Guaranteed Sum (not exceeding 10 % of the contract sum) in the amount of:	From and including the date of issue of this Construction Guarantee and up to and including the date of the only practical completion certificate or the last practical completion certificate where there are

- 2 The Guarantor hereby acknowledges that:

2.1 Any reference in this Guarantee to the Agreement 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.

2.2 Its obligation under this Guarantee is restricted to the payment of money.

3 Subject to the Guarantor's maximum liability referred to in clauses 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in sub-clauses 3.1 to 3.3:

3.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Principal Agent in an interim or final payment certificate has not been made in terms of the Agreement and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of sub-clause 3.2

3.2 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) calendar days has elapsed since the first written demand in terms of sub-clause 4.1 and that the sum certified has still not been paid therefore the Employer calls up this Guarantee and demands payment of the sum certified from the Guarantor.

3.3 A copy of the said payment certificate which entitles the Employer to receive payment in terms of the Agreement of the sum certified in clause 3.

4 Subject to the Guarantor's maximum liability referred to in clause 1, the Guarantor undertakes to pay 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 Guarantee stating that:

4.1 The Agreement has been cancelled due to the Contractor's default and that the Guarantee is called up in terms of clause 4. The demand shall enclose a copy of the notice of cancellation; or

4.2 A provisional sequestration or liquidation court order has been granted against the Contractor and that the Guarantee is called up in terms of clause 4. The demand shall enclose a copy of the court order

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 5 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of clauses 3 and 4 shall not exceed the Guarantor's maximum liability in terms of clause 1.
- 6 Where the Guarantor is a registered insurer and has made payment in terms of clause 4, 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 the Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this 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.
- 7 Payment by the Guarantor in terms of clause 3 or 4 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer deems fit and the Guarantor shall not have the right to claim his release from this Guarantee on account of any conduct alleged to be prejudicial to the Guarantor
- 9 The Guarantor chooses the physical address as stated above for all purposes in connection herewith.
- 10 This Guarantee is neither negotiable nor transferable and shall expire in terms of clause 1, or payment in full of the Guaranteed Sum or on the Guarantee expiry date, whichever is the earlier, 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
- 11 This Guarantee, with the required demand notices in terms of clauses 3 or 4, shall be regarded as a liquid document for the purpose of obtaining a court order.
- 12 Where this 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 Guarantor's
Signatory 2

Witness 1 Witness 2

Guarantor's seal or stamp

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C1.2.4 ADJUDICATOR APPOINTMENT

This agreement is made on the _____ day of _____ between:
_____(Name of company / organization)

of _____
_____(address)

and

_____(Name of company / organization)

of _____
_____(address)

(The Parties) and

_____(name)

of _____
_____(address)

(The Adjudicator).

Disputes or differences may arise/have arisen* between the Parties under a Contract dated
_____ and known as _____

and these disputes or differences shall be/have been* referred to adjudication in accordance with the GCC, 2015 Adjudication Rules, (hereinafter called "the Procedure") and the Adjudicator may be or has been requested to act.

* Delete as necessary

IT IS NOW AGREED as follows:

- 1 The rights and obligations of the Adjudicator and the Parties shall be as set out in the GCC Series 2015 Adjudication Rules.
- 2 The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the GCC Series 2015 Adjudication Rules.
- 3 The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses as set out in the Contract Data.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 4 The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavor to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
- 5 The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

SIGNED by: _____ SIGNED by: _____ SIGNED by: _____

Name: _____ Name: _____ Name: _____

who warrants that he / she is who warrants that he / she is the Adjudicator in
duly authorised to sign for and duly authorised to sign for and the presence of
on behalf of the first Party in behalf of the second Party in
the presence of the presence of

Witness

Witness:

Witness:

Name:

Name

Name:

Address:

Address:

Address:

Date:

Date:

Date:

Contractor

Witness1

Witness2

Employer

Witness1

Witness2

Contract Data

1	The Adjudicator shall be paid at the hourly rate of R. in respect of all time spent upon, or in connection with, the adjudication including time spent travelling.
2	<p>The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to:</p> <p>(a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs.</p> <p>(b) Telegrams, telex, faxes, and telephone calls.</p> <p>(c) Postage and similar delivery charges.</p> <p>(d) Travelling, hotel expenses and other similar disbursements.</p> <p>(e) Room charges.</p> <p>(f) Charges for legal or technical advice obtained in accordance with the Procedure.</p>
3	The Adjudicator shall be paid an appointment fee of R. This fee shall become payable in equal amounts by each Party within 14 days of the appointment of the Adjudicator, subject to an Invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 1 and/or item 2 of the Contract Data. If the final statement is less than the appointment fee the balance shall be refunded to the Parties.
4	The Adjudicator is/is not* currently registered for VAT.
5	Where the Adjudicator is registered for VAT it shall be charged additionally in accordance with the rates current at the date of invoice.
6	All payments, other than the appointment fee (item 3) shall become due 7 days after receipt of invoice, thereafter interest shall be payable at 5% per annum above the Reserve Bank base rate for every day the amount remains outstanding.

*

Delete as necessary

Contractor	Witness1	Witness2	Employer	Witness1	Witness2

C.2

PRICING DATA

C.2.1

PRICING INSTRUCTIONS

- 1 The Provisional Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work (as amended) published and issued by the Association of South African Quantity Surveyors (Seven Edition), 2015. Where applicable the:
 - a) civil engineering work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardized Specifications for Civil Engineering Works.
- 2 The agreement is based on the GCC Series 2015, prepared by the South African Institute of Civil Engineering. The additions, deletions and alterations to the GCC as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Provisional Bills of Quantities are recited.
- 3 Preliminary and general requirements are based on the various parts of SANS 1921, Construction and management requirements for works contracts. The additions, deletions and alterations to the various parts of SANS 1921 as well as the contract specific variables are as stated in the Specification Data in the Scope of Work. Only the headings and clause numbers for which allowance must be made in the Provisional Bills of Quantities are recited.
- 4 It will be assumed that prices included in the Provisional Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for bids. (Refer to www.stanza.org.za or www.iso.org for information on standards).
- 5 The drawings listed in the Scope of Works used for the setting up of these Provisional Bills of Quantities are kept by the Principal Agent or Engineer and can be viewed at any time during office hours up until the completion of the works.
- 6 Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.
- 7 Where any item is not relevant to this specific contract, such item is marked N/A (signifying “not applicable”)

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Contractor

Witness1

Witness2

Employer

Witness1

Witness2

- 8 The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminaries) of the Provisional Bills of Quantities
- 9 The Provisional Bills of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Provisional Bills of Quantities, is at the Contractor's risk.
- 10 The amount of the Preliminaries to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract.
- 11 Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in 10 but taking into account the revised period for completing the works.
- 12 The amount or items of the Preliminaries shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Bills of Quantities:
- a) an amount which is not to be varied, namely Fixed (F)
 - b) an amount which is to be varied in proportion to the contract value, namely Value Related (V); and
 - c) an amount which is to be varied in proportion to the contract period as compared to the initial construction period excluding revisions to the construction period for which no adjustment to the contractor is not entitled to in terms of the contract, namely Time Related (T).
- 13 Where no provision is made in the Bills of Quantities to indicate which of the three categories in 12 apply or where no selection is made, the adjustments shall be based on the following breakdown:
- a) 10 percent is Fixed;
 - b) 15 percent is Value Related
 - c) 75 percent is Time Related.
- 14 The adjustment of the Preliminaries shall apply notwithstanding the actual employment of resources in the execution of the works. The contract value used for the adjustment of the Preliminaries shall exclude any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract. Adjustments in respect of any staged or sectional completion shall be prorated to the value of each section.

Contractor	Witness1	Witness2	Employer	Witness1	Witness2

The priced Provisional Bill of Quantities (BoQs), following hereafter will form an integral part of the “Contract” between the successful appointed Contractor and the Employer

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



CONTRACT NO.: 11/FY/24

**CONSTRUCTION OF ACCESS ROADS &
REHABILITATION OF STORMWATER STRUCTURES
AT MKHAMBATHI NATURE RESERVE**

PART A: BILLS OF QUANTITIES

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION 1200

ITEM NO	DESCRIPTION	UNIT	QUAN-TITY	RATE	AMOUNT
C12.02	<u>GENERAL REQUIREMENTS AND PROVISIONS</u>				
	Remuneration of the Project Liaison Officer				
	(a) Community Liaison Officer	Prov. Sum	Prov	Sum	R 50 000,00
	(c) Contractor's handling costs, profit and all other charges in respects of subitems C12.02(a)				
	(i) Project Liaison Officer	%	50000		
	(d) Training both accredited and non accredited	Prov. Sum	Prov	Sum	R 35 000,00
	(i) Training both accredited and non accredited	%	0		
	(e) PSC Allowance x 4	No	8		
	(i) PSC handling fees	%	R 3 200,00		R -
B12.03	Proving of existing services				
	(a) Location and exposing of existing services by hand excavation	m ³	30		
	(b) Relocation / Protection of Existing Services	PC.Sum	PC	Sum	R 42 000,00
	(c) Handling costs and profit in respect of subitem 12.03(b) above	%	42000		
	Provision Sums				
	Provision for Management of SMME during the construction phase	prov sum	1,00	30 000,00	R 30 000,00
	Profit	%	30 000,00		R -
	Attendance	%	30 000,00		
	Provision for Appointment, Selection and Training of SMMEs	prov sum	1,00	35 000,00	R 35 000,00
	Profit	%	35 000,00		
	Attendance	%	35 000,00		
1200	TOTAL CARRIED TO SUMMARY				

Mkhambathi Road Project

SECTION 1300

ITEM NO	DESCRIPTION	UNIT	QUAN-TITY	RATE	AMOUNT
R13,01	<u>CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS</u>				
	The Contractor's general obligations:				
	(a) Fixed obligations	L.Sum	Lump	Sum	R 135 000,00
	(c) Time-related obligations	month	6		
E71/13.02	Occupational Health and Safety Requirements				
	(a) Contractor's initial obligations in respect of the of the OH&S Act and Construction Regulations 2014	L.Sum	Lump	Sum	R 72 000,00
	(b) Contractor's time related obligations in respect OH&S Act and Construction Regulations	month	6		
	(c) Submission of the Health and Safety File	L.Sum	Lump	Sum	R 5 000,00
	Contractor's compliance with the EMPr	Prov. Sum	1,00	120 000,00	R 120 000,00
	Provide rehabilitation works on the Gaza bridge	Prov. Sum	1	300 000,00	R 300 000,00
1300	TOTAL CARRIED TO SUMMARY				

Mkhambathi Road Project

SECTION 1400

ITEM NO	DESCRIPTION	UNIT	QUAN-TITY	RATE	AMOUNT
	<u>HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL</u>				
B14.01	Office and laboratory accommodation:				
	(a) Office accommodation for resident engineer staff, including all services and carports	Prov sum	1	28000,00	R 28 000,00
14.03	Office and laboratory fittings, installations and equipment:				
	(b) Prime-cost items and items paid for in a lump sum:				
	(iii) The provision of a cellular phone, 3G modem in connection with cell contract covering the cost of all calls and data in connection with contract	PC Sum	PC	Sum	R 20 000,00
	(iv) Handling costs and profit in respect of subsubitem 14.03(b)(iii) above	%	20000		
LI14.08	Services:				
	(a) Services at offices and laboratories:				
	(i) Fixed costs	L.Sum	Lump	Sum	R 35 000,00
	(ii) Running costs	month	6		
1400	TOTAL CARRIED TO SUMMARY				R 35 000,00

Mkhambathi Road Project

SECTION 1500

ITEM NO	DESCRIPTION	UNIT	QUAN-TITY	RATE	AMOUNT
LI15,03	<u>ACCOMMODATION OF TRAFFIC</u>				
	Temporary traffic-control facilities:				
	(a) Flagmen	man-day	100		
	(b) Portable STOP and GO-RY signs	No	6		
	(e) Road signs, R- and TR-series, (size indicated)	No	6		
	(h) Delineators (DTG50J),tw 401 and tw 402 sides:				
	(i) Single (200mm x 800mm)	No	6		
	(ii) Mounted back to back (200mm x 800mm	No	6		
1500	TOTAL CARRIED TO SUMMARY				R -

Mkhambathi Road Project

SECTION 1600

ITEM NO	DESCRIPTION	UNIT	QUAN-TITY	RATE	AMOUNT
16.02	<u>OVERHAUL</u> Overhaul on material hauled in excess of 1,0 km (ordinary overhaul)	m ³ -km	1800		
1600	TOTAL CARRIED TO SUMMARY				R -

Mkhambathi Road Project

SECTION 1700

ITEM NO	DESCRIPTION	UNIT	QUAN-TITY	RATE	AMOUNT
LI17.01	<u>CLEARING AND GRUBBING</u>				
	Clearing and grubbing (a) Edges of paved roads/sidewalks by hand	m2	24 000,0		
1700	TOTAL CARRIED TO SUMMARY				R -

Mkhambathi Road Project

SECTION 1700

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
LI21.01	<u>DRAINS</u>				
	Excavation for open drains:				
	(a) Excavating soft material situated within the following depth ranges below the surface level:				
	(i) 0 m up to 1,5 m	m³	625,0		R -
LI21.19	Selected backfill material under concrete-lined side drains compacted to 93% of modified AASHTO density	m³	263		
2100	TOTAL CARRIED TO SUMMARY				R -

Mkhambathi Road Project

SECTION 2200

ITEM NO	DESCRIPTION	UNIT	QUAN-TITY	RATE	AMOUNT
	<u>PREFABRICATED CULVERTS</u>				
LI22.01	Excavation:				
	(a) Excavating soft material situated within the following depth ranges below the surface level:				
	(i) From 0,0 m up to 1,5 m	m ³	70	R	-
	(b) Extra over subitem 22.01(a) for excavation in hard material, irrespective of depth	m ³	25	R	-
LI22.02	Backfilling:				
	(a) Using the excavated material	m ³	21	R	-
LI22.03	Concrete Pipe 100D Culverts:				
	(b) On class B bedding				
	(i) 750mm dia	m	66	R	-
LI/B22.17	Manholes, catchpits, inlet and outlet structures complete:				
	(a) Outlet structure, as shown on drg	No	11	R	-
	(b) Catchpits, as shown on drg	No	11	R	-
	(c) Extra over or less than subitem 22.17(b) for variations in the depths of manholes from the standard depth of 1.5m designated for tendering purposes:				
	(i) 0.0 up to 0.5m	No	0	R	-
	(ii) 0.5 up to 1.0m	No	0	R	-
2200	TOTAL CARRIED TO SUMMARY				R -

Mkhambathi Road Project

SECTION 2300

ITEM NO	DESCRIPTION	UNIT	QUAN-TITY	RATE	AMOUNT
	<u>CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS</u>				
LI23.01	Concrete kerbing:				
	(a) Precast concrete edge beam / Fig 3 kerb as shown on drawings	m	4 000,00		R -
LI23.07	Trimming of excavations for concrete-lined open drains:				
	(a) In soft material	m ²	120		R -
LI23.08	Concrete lining for open drains:				
	(a) Cast in situ class 25MPa/19 concrete lining in side v-drains as shown on drg	m ³	rate only	rate only	
LI23.09	Formwork to cast in situ concrete lining for open drains (class F2 surface finish):				
	(a) To sides with formwork on the internal face only	m ²	200		R -
	(c) To ends of slabs	m ²	70,0		R -
LI23.12	Steel reinforcement:				
	(c) Welded steel fabric S311	m ²	rate only		
2300	TOTAL CARRIED TO SUMMARY				R -

Mkhambathi Road Project

SECTION 3100

ITEM NO	DESCRIPTION	UNIT	QUAN-TITY	RATE	AMOUNT
	<u>BORROW MATERIALS</u>				
31.01	Excess overburden	m³	1800		R -
31.03	Finishing-off borrow areas in:				
	(a) Hard material	m³	300		R -
3100	TOTAL CARRIED TO SUMMARY				R -

Mkhambathi Road Project

SECTION 3300

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<u>MASS EARTHWORKS</u>				
B33.01	Cut and borrow to fill, including free-haul up to 0,5 km:				
	(b) Material in compacted layer thicknesses exceeding 150 mm:				
	(ii) Material compacted to 93% of modified AASHTO density	m ³	8100		R -
33.04	Cut to spoil, including free-haul up to 0,5 km. Material obtained from:				
	(a) Soft excavation	m ³	282		R -
33.10	Roadbed preparation and the compaction of material:				
	(b) Compaction to 93% of modified AASHTO density	m ³	8100		R -
33/32.06	Stockpiling of material	m ³	120		R -
3300	TOTAL CARRIED TO SUMMARY				R -

Mkhambathi Road Project

SECTION 3400

ITEM NO	DESCRIPTION	UNIT	QUAN-TITY	RATE	AMOUNT
34.01	<u>PAVEMENT LAYERS OF GRAVEL MATERIAL</u> Pavement layers constructed from gravel taken from cut or borrow including free-haul up to 1,0 km: (f) Gravel base compacted to: (ii) 98% of modified AASHTO density for a compacted layer thickness of 150mm	m³	4050		R -
34.03	Pavement layers constructed from gravel obtained from existing pavement layers: (g) Gravel subbase compacted to 96% of modified AASHTO density, using: (ii) Cemented material for a compacted layer thickness of 150mm	m³		rate only	
3400	TOTAL CARRIED TO SUMMARY				R -

Mkhambathi Road Project

SECTION 3500

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<u>STABILIZATION</u>				
R35,01	Chemical stabilization extra over unstabilized compacted layers:				
	(d) Gravel base, 150mm thick	m³	3713		R -
	(c) Gravel subbase, 150mm thick	m³	3713		R -
35.02	Chemical stabilizing agent:				
	(a) Ordinary Portland cement	t	2,0		R -
35.04	Provision and application of water for curing	kl	8		R -
3500	TOTAL CARRIED TO SUMMARY				R -

Mkhambathi Road Project

SECTION 4100

ITEM NO	DESCRIPTION	UNIT	QUAN-TITY	RATE	AMOUNT
R41,01	<u>GRANULAR BEDDING FOR PAVERS</u> Crusher Dust: Granular bedding material / sand (30mm (a) thick sand layer)	m3	rate only		
4100	TOTAL CARRIED TO SUMMARY			R	-

Mkhambathi Road Project

SECTION 4200

ITEM NO	DESCRIPTION	UNIT	QUAN-TITY	RATE	AMOUNT
42.02	<u>BRICK PAVERS AND SURFACING</u>				
	Brick pavers surfacing 80mm thick				
	(a) Grass block pavers on two 800 mm road strips	m ²	8800		R -
	(b) Ditch drains as shown on drg	No	2		R -
4200	TOTAL CARRIED TO SUMMARY				R -

Mkhambathi Road Project

SECTION 5600

ITEM NO	DESCRIPTION	UNIT	QUAN-TITY	RATE	AMOUNT
LI/B56.01	<u>ROAD SIGNS</u>				
	Road sign boards with painted or coloured semi-matt background. Symbols, lettering and borders in semi-matt black or Class I retro-reflective material, where the sign board is constructed from:				
	(i) Stop sign (R1)	No	8		R -
	(ii) Speed hump (dish drains)	No	3		R -
5600	TOTAL CARRIED TO SUMMARY				R -

Mkhambathi Road Project

SECTION 5700

ITEM NO	DESCRIPTION	UNIT	QUAN-TITY	RATE	AMOUNT
	<u>ROAD MARKINGS</u>				
LI57.01	Road-marking paint:				
	(a) White lines (broken or unbroken):				
	(i) 100 mm wide	km	rate only		
	(b) Yellow lines (broken or unbroken):				
	(i) 100 mm wide	km	rate only		
	(iii) 200 mm wide	km	rate only		
	(d) White lettering and symbols	m ²	rate only		
LI57.06	Setting out and premarking the lines (excluding traffic-island markings, lettering and symbols)	km	rate only		
5700	TOTAL CARRIED TO SUMMARY				R -

Mkhambathi Road Project

SECTION 8100

ITEM NO	DESCRIPTION	UNIT	QUAN-TITY	RATE	AMOUNT
81.02	<u>TESTING MATERIALS AND WORKMANSHIP</u>				
	Other special tests requested by the Engineer:				
	(a) Cost of testing	PC.Sum	PC	Sum	R50 000,00
	(b) Charge on Prime Cost Sum	%	50000		
8100	TOTAL CARRIED TO SUMMARY				R50 000,00

Construction of access Roads & Rehabilitation of Stormwater Structures at Mkhambathi Nature Reserve**SUMMARY**

SECTION	DESCRIPTION	AMOUNT
1200	: General Requirements and Provisions	R -
1300	: Contractor's Establishment on Site and General Obligations	R -
1400	: Housing, Offices and Laboratories for the Engineer's Site Personnel	R 35 000,00
1500	: Accommodation of Traffic	R -
1600	: Overhaul	R -
1700	: Clearing and Grubbing	R -
2100	: Drains	R -
2200	: Prefabricated Culverts	
2300	: Concrete Kerbing, Concrete Channelling, Chutes and Downpipes, and Concrete Linings for Open Drains	R -
3100	: Borrow Materials	R -
3300	: Mass Earthworks	R -
3400	: Pavement Layers of Gravel Material	R -
3500	: Stabilisation	R -
4100	: Granular Bedding Sand	R -
4200	: Block Pavers and Surfacing	R -
5600	: Road Signs	R -
5700	: Road Markings	R -
8100	: Testing Material and Workmanship	
Sub-Total		
10% Contingencies		R -
Sub-Total		R -
VAT		R -
TOTAL CARRIED FORWARD TO FORM OF OFFER		R -

C3. SCOPE OF WORK

Specifies and describes the supplies, services, or engineering and construction works which are to be provided and any other requirements and constraints relating to the manner in which the contract work is to be performed

Part C3.1 Project Scope of Work

1. DESCRIPTION OF THE WORKS

C3.1.1 EMPLOYERS OBJECTIVES

The main objective of the employer is to provide access roads at Mkhambathi Nature Reserve through the upgrade of existing 5.5km paved roads to the waterfall, regravelling of the beachfront access road, related storm water drainage and refurbishment of the Gaza Bridge.

C1.3.2 Description of Site and Access

1. The project area is located at the Mkhambathi Nature Reserve, in Ingquza Hill Local Municipality, which falls under the OR Tambo District Municipality

C3.1.2 Overview of the works

The work comprises of

2. Construction of 5.5km paved roads with stone pitch lined drains. The roads will provide a suitable network within the reserve for visitors to tour the reserve with better ride comfort. The current status of the road is a gravel wearing course carrying low volumes of traffic from tourists and rangers who navigate the area. The upgrade will provide suitable riding quality road that will directly benefit, visitors, rangers and other reserve employees. It will further reduce the dust levels that were experienced by immediate residents along the roads.
3. Regravelling of beachfront access road
4. Refurbishment of Gaza bridge

The scope of works includes but not limited to the following:

- Clearing and grubbing
- Traffic accommodation
- 150mm thick, roadbed preparation compacted to 93% MOD AASHTO density.
- 150mm thick G5 material compacted to 95% MOD AASHTO density.
- 150mm thick G7 material compacted to 95% MOD AASHTO density.
- 30mm thick sand bedding
- 80mm thick grass block pavers
- Excavation laying and backfilling of 600mm to 900mm diameter pipe culverts for storm water discharge

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- Construction of catch pits and headwalls for storm water discharge
- Construction of 1m wide “V” drains lined with stone pitching
- Installation of timber post mounted road signs

The works comprise the following main activities:

1. Preliminaries and General

This comprises of site establishment before commencement of work. The contractor shall establish all plant and equipment, offices and satisfy health and safety legal requirements for work to be carried out as described below and shown on the drawings and listed in the Bill of Quantities.

2. Upgrades to be carried out according to designer’s specifications for the following works:

- *Paving of the Waterfalls Access Road*
- *Regravelling of beachfront access road*
- *Refurbishment of Gaza Bridge*

3. Site de-establishment and cleaning up.

3.1.2 Works Specifications

Applicable Specification

The specification for the contract is the COTO Standard Specification for Road and Bridge Works for State Authorities 2020 (Green Book) for Civil Engineering Construction.

Applicable Technical Recommendations For Highways (TRH)

TRH 14 Guidelines for Road Construction Materials

Applicable Technical Methods For Highways (TMH)

- TMH 1 Standard Methods for Road Construction Materials
- TMH 5 Sampling Methods for Road Construction Materials
- TMH 6 Special Methods for Testing Roads
- TMH 10 Manual for the Completion of As-Built Materials Data Sheets
- TMH 11 Standard Survey Methods

Applicable National And International Standards

- Standardized Specifications For Civil Engineering Construction Sans 1200

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- Construction And Management Requirements For Works Contracts Sans1921-1
- Targeted Construction Procurement Sans1914-4

SANS 1921 standards

The SANS 1921 Construction works standards and associated specification data are applicable to the works:

The abovementioned South African National Standards make several references to the Specification Data for data, provisions and variations that make these standards applicable to this contract. The Specification Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and these standards.

Each item of Specification Data given below is cross-referenced to the clause in the standard to which it mainly applies.

The associated Specification Data is as follows:

SANS 1921-1, Construction and management requirements for works contracts – Part 1: General engineering and construction works	
Clause	Specification data
Essential data	
4.1.7	There are no requirements for drawings, information and calculations for which the contractor is responsible
4.2.1	The responsibility strategy assigned to the contractor for the works is A.
4.2.2	The structural engineer is Jonathan Magabatela working under Afroteam Consultants
4.3.1	The planning, programme and method statements are to comply with the following: 1) Program to be submitted in Microsoft Project format 2) Gantt chart to indicate critical path and progress 3) Gantt chart to be updated before monthly site meeting
4.3.3	The notice period for inspection is 2 Days
4.9.3	The trees and shrubs which are not to be disturbed are to be identified on site. Where possible, the disturbance of trees should be avoided.
SANS 1921-5, Construction and management requirements for works contracts – Part 5: Earthworks activities which are to be performed by hand.	
Clause	Specification Data
Essential Data:	
5.1	The depth of trenches which are to be excavated by hand is 1,2 metres.
Additional clauses:	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

1	<p>Stone pitching and rubble concrete masonry</p> <p>All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, shall be collected, loaded, off loaded and placed by hand.</p> <p>Sand and stone shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m.</p> <p>Grout shall be mixed and placed by hand.</p>
2	<p>Manufactured Elements</p> <p>Elements manufactured or designed by the Contractor, precast concrete planks and pipes, masonry units shall not individually, have a mass of more than 320kg. In addition, the items shall be large enough so that four workers can conveniently and simultaneously acquire a proper hand hold on them.</p>
<p>SANS 1921-6, Construction and management requirements for works contracts – Part 6: HIV/AIDS awareness.</p>	
4.2.1(a)	<p>A qualified service provider is a service provider that is one that is accredited or provisionally accredited training service provider in the HIV/AIDS field.</p> <p>A list of accredited service providers can be obtained from the Construction SETA (CETA) (tel 011-265 5900), Health and Welfare SETA (HWSETA) (011-622 6852) or on the Health and Welfare SETA website: www.hwseta.org.za.</p>
4.2.1(a)	<p>The HIV/AIDS awareness programme is to be repeated at four month intervals throughout the duration of the contract. (Four times in total, including the initial one at the start of the contract.)</p>
<p>Additional clauses</p>	
	<p>The duration of each workshop is not to be less than 2½ hours.</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.2 PROJECT SPECIFICATIONS

PART A GENERAL

A1 MISCELLANEOUS

The Project Specifications that form part of this Contract have been written to cover all phases of work normally required for civil engineering contracts, and may therefore cover items of work not applicable to this particular Contract.

The Project Specifications form an integral part of the Contract Documents, supplement the Standard Specifications, and take precedence in the event of discrepancies with the Standard Specifications, the Schedule of Quantities or the Drawings.

A2 DESCRIPTION OF THE WORKS

a) The Site

(i) Project locality

The site is located at the following co-ordinated reference points:

NAME	CO-ORDINATES	
Mkhambathi Nature Reserve	-31.276S	29.984E

(ii) Labour-intensive works

Labour-intensive works shall be constructed/maintained using local workers who are temporarily employed in terms of the scope of work.

(iii) Extent of the works

The work to be executed in terms of this contract comprises:

i. General

- Contractor's establishment on site
- Compliance with EMP requirements
- Compliance with OHS Act requirements and construction regulations
- Provisions of temporary workforce

ii. Clearing and accommodation of traffic

- Relocation of services
- Accommodation of traffic
- Providing alternative routes to accommodate traffic

iii. Drainage

- Grouted stone pitched v-drains

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

iv. Roadworks

- Clearing and grubbing
- Cut to spoil unsuitable material and dispose to a designated area
- Advance selections of materials in borrow pits and importation
- Construction of new pavement layers
 - ✓ Preparation of roadbed by reworking of the existing in-situ material
 - ✓ Construction of selected fill
 - ✓ Construction of gravel sub base
 - ✓ Construction of imported G5 and G7 material
 - ✓ Surfacing with 80mm thick grass block pavers
- Finishing off the sites and road reserves

v. Road furniture

- Speed calming measures
- Road signs and road markings

vi. Typical Cross – Section of road

Surfaced road width = 1600mm

Strip width = 800mm

Edge beam = 150mm

vii. Pavement

Roadway

- Surfacing: 80mm thick block pavers
- Base (C3): 150mm imported G5 material compacted to 95% MMADD
- Subbase(C4): 150mm chemically stabilized gravel compacted to 95% MMADD
- Roadbed: Rip and re-compact 150mm in-situ material to 93% MMADD

viii. Sources of Pavement materials

- Surfacing: Commercial sources
- Base: Borrow pit and commercial
- Sub base: Borrow pit and in-situ
- Roadbed: In-situ material

ix. Existing Services

The following existing services may be encountered within the road reserve:

- Electrical cables

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- Water supply lines
- Sewer lines

This description of the Works is not necessarily complete and shall not limit the work to be carried out by the Contractor under this Contract. Approximate quantities of each type of work are given in the Schedule of Quantities.

A3 DRAWINGS

The Contractor will be supplied with three (3) sets of A1 and A2 plain paper print of each Drawings. These prints will be issued free of charge and the Contractor must make any additional prints he may require at his own cost.

Any information in the possession of the Contractor that is required by the Engineer's Representative to complete his as-built drawings must be supplied to the Engineer's Representative before a Certificate of Completion will be issued.

Only figured dimensions must be used and Drawings must not be scaled unless required by the Engineer. The Engineer will supply any figured dimensions that may have been omitted from the Drawings.

The levels given on the Drawings are subject to confirmation on the Site and the Contractor shall submit all levels to the Engineer for confirmation before he commences construction of any structure. The Contractor shall also check all clearances given on the Drawings and shall inform the Engineer of discrepancies.

A4 POWER SUPPLY AND OTHER SERVICES

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

A6 CONTRACTOR'S CAMP SITE

The Contractor shall make his own arrangements regarding the establishment of a camp site and housing for his construction personnel and all regulations stipulated by the local authority shall be adhered to.

It is anticipated that the Contractor's choice of a camp site will be influenced by the availability of telephone and electrical connections as well as the supply of potable water.

A7 SECURITY

The Contractor shall be responsible for the security of his personnel and Constructional Plant on and around the Site of the Works and for the security of his camp, and no claims in this regard will be considered by the Employer. Provision is made in these specifications for the erection of a security fence around the site offices.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

A8 WATER FOR CONSTRUCTION PURPOSES

The Contractor must make adequate provision in his Tender for all negotiations and procurement of water for construction activities, and all related costs will be deemed to be included in his tendered rates.

A9 ADDITIONAL REQUIREMENTS FOR CONSTRUCTION ACTIVITIES

(a) 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.

(b) The contractor may not proceed with permanent works before the required offices and laboratories of the engineer's site personnel have been erected by him. This includes the provision of electricity, sanitary arrangements, potable water and telephone, e-mail and fax facilities. In the event where the contractor cannot obtain telephone lines timeously from Telkom, a wireless system shall be provided for telephone, e-mail and fax facilities.

A10 TEMPORARY LATRINES

The Contractor shall provide sufficient waterborne latrine facilities for the use of his employees. He shall be entirely responsible for enforcing their use and for maintaining such latrines in a clean, orderly and sanitary condition to the satisfaction of the Engineer and the Employer. Latrines shall be positioned within walking distance from wherever employees or labourers are employed on the Works.

Where required, latrines shall be provided at the rate of one for ten persons and where applicable, the Contractor shall make his own arrangements and pay all charges for the removal of sewage.

A11 MOVING EXISTING SERVICES

Services belonging to any public or private authority, which require moving, shall be dealt with in the manner specified.

The plans show the positions of services determined from observations and measurement but neither the Employer nor the Engineer accepts responsibility neither for the accuracy of the information nor for the omission of any information. The Contractor shall locate and mark the positions of hidden services in advance of construction and take all reasonable steps to protect existing works against damage, which may arise as a result of his operations on the site.

The Contractor will be held responsible for direct or consequential damage to any existing works including any claims which may arise as a result thereof and the cost of repair of any such damage shall be borne by the Contractor unless it is established by the Engineer that the Contractor exercised reasonable care and damage was unavoidable.

The owners and the Engineer shall be notified immediately of any damage done to existing works.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

If so directed by the Engineer the positions of existing works shall be changed by the Contractor to meet the requirements of the proposed work. The cost of such work shall be paid for at the applicable rates set out in the Schedule of Quantities or, in the absence of such rates, at rates mutually agreed between the Engineer and the Contractor.

All communication by the contractor with the relevant authorities in connection with services must be directed through the Engineer.

A12EXTENSION OF TIME DUE TO ABNORMAL RAINFALL

A12.1 Extension of time in respect of delays resulting from wet climatic conditions on the Site will only be considered in respect of abnormally wet climatic conditions and shall be determined for each calendar month or part thereof, in accordance with the formula given below:

month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
mm	93	91	99	47	29	16	18	24	44	67	83	83
Days	9	9	9	7	5	4	3	5	7	9	9	8
°C (av)	21.6	21.7	20.8	18.2	15.2	12.6	12.2	14	16	17.8	19.2	20.4
°C (min)	16	16.3	15.2	11.8	7.8	4.3	3.9	6	8.9	11.5	13.4	14.6
°C (max)	27.2	27.2	26.5	24.7	22.6	20.9	20.6	22	23.2	24.2	25	26.3

$$V = (Nw - Nn) + (Rw - Rn)/X$$

in which formula the symbols shall have the following meanings:

V = Potential extension of time in calendar days for the calendar month under consideration:
If V is negative and its absolute value exceeds Nn, then V shall be taken as equal to minus Nn.

When the value of V for any month exceeds the number of days in the particular month, V will be the number of days in the month.

Nw = Actual number of days in the calendar month under consideration on which a rainfall of Y mm or more was recorded on the Site

Nn = Average number of days, derived from existing records of rainfall in the region of the Site, on which a rainfall of Y mm or more was recorded for the calendar month

Rw = Actual rainfall in mm recorded on the Site in an approved rain gauge for the calendar month under consideration

Rn = Average rainfall in mm for the calendar month, derived from existing records of rainfall in the region of the Site

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

The factor $(N_w - N_n)$ shall be deemed to be a fair allowance for variations from the average number of days during which the rainfall exceeds Y mm.

The factor $(R_w - R_n)/X$ shall be deemed to be a fair allowance for variations from the average number of days during which the rainfall did not exceed Y mm but wet conditions prevented or disrupted work.

A12.2 The rainfall records at the nearest rainfall station within Inqguza Hill Local Municipality shall be used and the monthly averages (R_n and N_n) for this period shall, for the purposes of this Contract be taken as normal and as the values to be substituted for R_n and N_n in the formula above. The values of X and Y shall be 20 and 10 respectively.

The potential extension of time V shall be calculated for each month and year of the period concerned. The values of V shall be obtained by applying the rainfall and using the actual rainfall figures and the calculated values of R_n and N_n .

A12.3 The Contractor shall, at his own cost, provide and erect on the Site at a location approved by the Engineer, an approved rain gauge, which shall be fenced off in a manner which will prevent any undue interference by workmen and others. The Contractor shall, at his own cost, arrange for the reading of the rain gauge on a daily basis for the duration of the Contract. The gauge readings, as well as the date and time at which the reading was taken shall be recorded in a separate record book provided by the Contractor for this purpose. All entries in the rainfall record books shall be signed by the person taking the reading and the gauge shall be properly emptied immediately after each reading has been taken. If required by the Engineer, the Engineer shall be entitled to witness the reading of the gauge.

A12.4 The Contractor's claims in terms of Conditions of Contract. The Contractor's monthly claim shall be accompanied by a copy of the signed daily rainfall readings for the applicable month.

A12.5 The extent of any extension of time which may be granted to the Contractor in respect of wet climatic conditions (whether normal or abnormal) shall be determined as the algebraic sum of the "V" values for each month between the Commencement Date and the Due Completion Date of the Contract, calculated in accordance with subclause A12.1 above; provided always that

(a) rainfall occurring within the period of the Contractor's Christmas shut-down period (referred to in Conditions of Contract) shall not be taken into account in the calculation of the monthly "V" values;

(b) rainfall occurring during any period during which the Contractor was delayed due to reasons other than wet climatic conditions on the Site, and for which delay an extension of time is granted by the Engineer, shall not be taken into account in the calculation of the monthly "V" values;

(c) if the algebraic sum of the "V" values for each month is negative, the time for completion will not be reduced on account of subnormal rainfall, and

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(d) where rainfall is recorded only for part of a month, the "V" value shall be calculated for that part of the month using pro rata values for Nn and Rn.

A12.6 The Engineer shall, simultaneous with granting any extension of time in terms of this clause, revise the Due Completion Date of the Contract to reflect an extension of time having been granted in respect of wet climatic conditions, to the extent of the algebraic sum of all the "V" values for all the preceding months of the Contract, less the aggregate of the "Nn" values for the remaining (unexpired) months of the Contract (viz less aggregate of the potential maximum negative "V" values for the remaining Contract Period). Thus, provided that where such period is negative, the Due Completion Date shall not be revised.

A12.7 Any extension of time in respect of wet climatic conditions granted in terms of this clause shall not be deemed to take into account delays experienced by the Contractor in repairing or reinstating damage to or physical loss of the Works arising from the occurrence of abnormal climatic conditions. Extension of time in respect of any such repairs or reinstatement regarding damage shall be the subject of a separate application for extension of time in accordance with the provisions of Clause 30 of the Conditions of Contract.

A13 TRAINING

Technical skills, generic and management skills training shall be provided with the aim of providing locally employed labour with the technical skills required to undertake the work involved in the Contract, and of furthering small contractor development.

A14 USE OF LOCAL RESOURCES

A major objective of this Contract is the optimum use of local resources. One of the methods to be adopted to achieve this objective is through the implementation of labour-optimising construction methods.

A15 LABOUR-OPTIMISING CONSTRUCTION ACTIVITIES

(a) General

The portions of the Works listed in Sub clause (b) below shall, unless otherwise instructed by the Engineer, be constructed under this Contract using labour-optimising construction methods only. Payment for works identified in Sub clause (b) below shall be made in accordance with the pay items provided in the bill of quantities.

In respect of those portions of the Works which are not listed in Sub clause (b), the construction methods adopted and Plant used shall be at the discretion of the Contractor, provided always that the construction methods adopted and Plant used by the Contractor are appropriate in respect of the nature of the Works to be executed and the standards to be achieved in terms of the Contract.

(b) Operations to be executed using labour-optimising construction methods

The following portions of the Works shall be executed using labour-optimising construction methods:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- i. Clearing and grubbing the site
- ii. Clearing and grubbing at inlets and outlets of hydraulic structures
- iii. Excavating for all open drains, culverts, inlet and outlet structures, concrete structures, fence posts and road sign posts
- iv. Constructing culvert inlet and outlet structures as well as cast in situ slabs, including all masonry work and minor precast work. All concrete shall be mixed by hand or by hand-driven mixing machines
- v. Backfilling and compacting all excavations
- vi. Removing oversize material
- vii. Finishing the road and road reserve
- viii. Removing existing concrete and masonry work, irrespective of class and type
- ix. Spreading bedding sand
- x. Carrying out maintenance activities
- xi. Laying pavers
- xii. Painting and steel fixing

A16RESTRICTIONS ON THE USE OF PERSONNEL IN THE PERMANENT EMPLOY OF THE CONTRACTOR

(a) The Contractor shall limit the use on the Contract Works of his permanently employed personnel to that of key personnel only (as defined in Part C of the Project Specifications) and shall, subject to the further provisions of the following parts of the Project Specifications -

- (i) Part C - Provision of the temporary workforce,

execute and complete the Works using a temporary workforce employed directly by the Contractor and/or by Subcontractors.

(b) The Engineer may at his discretion, upon receipt of a written and fully motivated application from the Contractor and where he deems the circumstances to warrant, authorise in writing that the Contractor may use in the execution of the Works, workers not being his key personnel but who are in his permanent employ. Without limiting the generality of application of this sub clause, circumstances which may be considered by the Engineer to warrant the authorization of the use of the Contractor's permanent employees not being key personnel, include:

- (i) The unavailability of sufficient numbers of temporary workers and/or Subcontractors to execute the Works, provided always that the Contractor has proven that he has exercised his best endeavours and taken all reasonable actions to recruit sufficient numbers of temporary workers and Subcontractors and has exhausted all reasonable recruitment options
- (ii) The unavailability within the temporary worker pool and/or subcontractor sources available to the Contractor in terms of the Contract, of sufficient of the required knowledge and skills necessary for the execution of the Works or specific portions thereof, in cases where the time for completion

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

allowed in the Contract is insufficient to facilitate the creation of the necessary skills through the provision of training as contemplated in this Contract

(iii) Any other circumstances which the Engineer may deem as constituting a warrant.

A17COMMUNITY LIAISON AND COMMUNITY RELATIONS

In all dealings with the various communities and workers employed from within the communities, the Contractor shall take due cognisance of the character, culture and circumstances of the communities involved and shall at all times use his best endeavours to avoid the development of disputes and to foster a spirit of co-operation and harmony towards the Contract.

The Contractor shall at all times keep the Engineer fully informed on all matters affecting the Contract and the communities, and shall attend all meetings of the Project Co-ordinating Committee as may be reasonably required by the Engineer. All matters concerning the communities shall be discussed and where possible, resolved at such meetings.

Where any resolution of the Project Co-ordinating Committee shall be contrary to the terms and provisions of the Contract, the Contractor shall not give effect to them without a prior written instruction from the Engineer. Where the Contractor is of the opinion that any instruction of the Engineer issued in terms of this clause will result in him incurring additional costs which were not provided for in his tendered rates and prices, and/or that a delay in the progress of the Works will result, he will be entitled to submit a claim in terms of Clause 10.1 of the Conditions of Contract, provided always that the period of twenty-eight (28) days referred to in Clause 10.1.1.3 shall be reduced to three (3) normal working days in respect of all claims submitted in terms of this clause.


A18EXTENDED PUBLIC WORKS PROGRAMME SPECIFICATIONS

A18.1 Labour-Intensive Competencies of Supervisory and Management Staff

Contractors shall only engage supervisory and management staff in labour-intensive works that have completed the skills programme including Foremen/ Supervisors at NQF level 4 "National Certificate: Supervision of Civil Engineering Construction Processes" and Site Agent/ Manager at NQF level 5 "Manage Labour-Intensive Construction Processes" or equivalent QCTO qualifications as outlined in next Table.

Personnel	NQF level	Unit standard titles	Skills programme description
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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Foreman / Supervisor	4	Implement Labour-Intensive Construction Systems and Techniques or equivalent QCTO qualification	This unit standard or qualification must be completed, and
		Use Labour-Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage or equivalent QCTO qualification	 any one of the 3 unit standards or part qualifications must be completed
		Use Labour-Intensive Construction Methods to Construct and Maintain Water and Sanitation Services or equivalent QCTO qualification	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

		Use Labour-Intensive Construction Methods to Construct, Repair and Maintain Structures or equivalent QCTO qualification	
Site Agent / Manager	5	Manage Labour-Intensive Construction Processes or equivalent QCTO qualification	Skills Programme against this single unit standard or part qualification

A18.2 Employment of Unskilled and Semi-Skilled Workers In Labour-Intensive Works

1. Requirements for the sourcing and engagement of labour

- 1.1.1 Unskilled and semi-skilled labour required for the execution of all labour intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.
- 1.1.2 The rate of pay set for the SPWP per task or per day shall be in accordance with SAFCEC or relevant legislation.
- 1.1.3 Tasks established by the contractor must be such that:
- a) the average worker completes 5 tasks per week in 45 hours or less; and
 - b) the weakest worker completes 5 tasks per week in 55 hours or less.
- 1.1.4 The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 1.1.3.
- 1.1.5 The Contractor shall, through all available community structures, inform the local community of the labour intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- a) where the head of the household has less than a primary school education;
- b) that has less than one full time person earning an income;
- c) where subsistence agriculture is the source of income.
- d) those who are not in receipt of any social security pension income

1.1.6 The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:

- a) 5 % women;
- b) 20% youth who are between the ages of 18 and 35; and
- c) 1% on persons with disabilities.

A19PROGRAMME REQUIREMENTS FOR CONSTRUCTION ACTIVITIES

The contractor shall programme his activities to be suitable in terms of his resources to complete the contract inside the stipulated time period.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

EASTERN CAPE PARKS AND TOURISM AGENCY

MKHAMBATHI NATURE RESERVE ACCESS ROAD

BID NO: 11/FY/24

PROJECT SPECIFICATIONS

PART B MATTERS RELATING TO THE STANDARD SPECIFICATIONS

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

PART B : 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.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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 "for Road and Bridge Works for State Road Authority".

ADD THE FOLLOWING CLAUSE:

"B 1156 LABOUR-OPTIMISING CONSTRUCTION

- **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*.

- **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 timeframe stipulated by the Employer. The contractor's invoices shall not be paid until all pending labour information has been submitted.

- **Applicable labour laws**

The current Ministerial Determination (also downloadable at www.epwp.gov.za), Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice , shall apply to works described in the scope of work as being labour-intensive and which are undertaken by unskilled or semi-skilled workers.

- **Health and Safety**

- ✓ Employers must ensure the working environment is healthy and safe.
- ✓ A worker must wear personal protective clothing issued by the employer and work in a way that does not endanger his/her health and safety or that of any other person.

- **Requirements for the sourcing and engagement of labour**

- ✓ Unskilled and semi-skilled labour required for the execution of all labour-intensive works shall be engaged strictly in accordance with prevailing legislation, in accordance with the Code of Good Practice for the Expanded Public Works Programme and the EPWP Standard Recruitment Directives.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- ✓ Tasks established by the contractor must be such that:
 - (i) the average worker completes 5 tasks per week in 40 hours or less; and
 - (ii) the weakest worker completes 5 tasks per week in 55 hours or less.
 - (iii) The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements above.

- ✓ The Contractor shall, through all available community structures, inform the local community of the labour intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:
 - (i) where the head of the household has less than a primary school education;
 - (ii) that have less than one full time person earning an income;
 - (iii) where subsistence agriculture is the source of income.
 - (iv) those who are not in receipt of any social security pension income

- ✓ The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:

Category	Phase III Targets
Women	5%
Youth between 18 and 35	20%
Persons with disabilities	1%

- **Training of targeted labour**

- a) The contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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 1204 PROGRAMME OF WORK

"A bar-chart programme shall be provided showing the various activities in such detail as may be required by the engineer. The programme shall be updated monthly in accordance with the progress made by the contractor. The critical path of the programme of work shall also be indicated.

In compiling the programme of work, the contractor shall incorporate the following important factors specified in these specifications:

- a) The specified contract period.
- b) The relocation and protection of services.
- c) Accommodation of traffic proposals.
- d) Phase construction detail relating to the relocation and protection of services, accommodation of traffic and weather limitations.

The contractor shall take note of various factors contained in these specifications which will have a significant influence on the compilation of the programme of work."

B 1205 WORKMANSHIP AND QUALITY CONTROL

"The engineer shall determine the frequencies at which quality or process control tests are to be undertaken. The contractor will, however, undertake all acceptance control tests for the judgement of workmanship and quality of products."

"The engineer shall, for the purpose of acceptance control on products and workmanship, assess test results and measurements in accordance with the provisions of section 8300 of the standard

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

specifications (quality control scheme 2). Where small quantities of work are involved, a lot shall mean a full day's production for a specific item of work subject to acceptance control testing.”

B 1209 PAYMENT

(e) Materials on the site

“The engineer may at his sole discretion allow payments under "Materials on the site" in respect of any construction materials, if stored off-site, providing that:

- e) the site selected for this purpose is approved by the engineer;
- f) such land is physically separated from any production plant or operation;
- g) only materials for use under this contract are stockpiled on such land, and

the contractor has provided proof of an agreement with the owner of such land that the owner has no objection to using the land for these purposes and has no claim whatsoever on any materials stockpiled on such land.”

“(g) Payment certificates

With reference to Clause 6.10.1 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.”

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

“Item	Unit
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B12.03 Relocation of existing services:

(a) Location and exposing of existing services by hand excavation	cubic metre (m ³)
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(b) Relocation, existing services	reinstating Prime Cost Sum (PC.Sum)	and protecting	of
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(c) Handling costs sub-item D12.03 (b)	and percentage (%)	profit in	respect of
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The rate covers the cost for disassembling, lifting and disposing of, if required, and the additional cost for taking special precautions while excavating in the vicinity of the services (valves, water mains, sewerage, valves, electrical cables and poles) as well as reinstating service in new position, including excavation to relocate service in new position. It shall also include compensation for excavation, installation, backfilling and testing of the services.

Material, which is regarded as unsuitable, must be indicated to the Engineer before removal. The Contractor can only claim compensation for material if the Engineer gave prior written approval.

The unit of measurement shall be the metre of relocated services laid or installed or authorised by the Engineer.

B1229 SABS CEMENT SPECIFICATIONS

“Where reference is made in this specification or the standard specifications to the cement specifications, e.g. SABS 471: Portland cement and rapid hardening Portland cement, it shall be replaced with the new specification:

SABS ENV 197-1: Cement-composition, specifications and conformity criteria.

Part 1: Common cements.

Furthermore, where reference is made in this specification or the standard specifications to the different cement types, the following new names/types shall apply:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Old product nomenclature	Typical new product nomenclature	
	Cement type	Cement strength class
OPC	CEM I	32,5
	CEM I	32,5R
RHC	CEM I	42,5
	CEM I	42,5R
LASRC	No provision made	No provision made
PC15SL	CEM II/A-S	32,5
	CEM II/A-S	32,5R
	CEM II/A-S	42,5
PC15FA	CEM II/A-V	32,5
	CEM II/A-V	32,5R
	CEM II/A-W	32,5
	CEM II/A-W	32,5R
RH15FA	CEM II/A-V	42,5
	CEM II/A-V	42,5R
	CEM II/A-W	42,5
	CEM II/A-W	42,5R
PBFC	CEM III/A	32,5
	CEM III/A	32,5R
PFAC	CEM II/B-V	32,5
	CEM II/B-W	32,5
RH30SL	CEM II/B-S	32,5R
	CEM II/B-S	42,5
RH40SL	CEM III/A	32,5R
	CEM III/A	42,5

CEM I 32,5, CEM II A-S 32,5, CEM II/A-V 32,5, or CEM III A may be used for the manufacture of reinforced concrete members.”

B 1230 CONTRACTOR’S ACTIVITIES ON PRIVATE PROPERTY

(a) Action required prior to entering property

The contractor shall not enter onto private property or property not belonging to the employer for the purpose of carrying out any work in connection with the contract without having completed the following formalities well ahead of the intended date for entering such property:

- h) The contractor shall give notice, in writing, to the owner, lessee or occupier, on a form approved by the engineer, of his intention of entering upon the property, together with

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

full details of the work he intends to carry out on the property and the intended dates and duration of occupation.

- i) The contractor shall arrange a meeting with the owner, lessee or occupier, to:
- conform that the owner, lessee or occupier, has permitted the contractor to enter upon the property for the said purpose;
 - obtain details from the owner, lessee or occupier, regarding any special precautions that should be taken by the contractor during the execution of the works;
 - record details, with photographs if necessary, of the condition of the property at that stage, including any defects in buildings, swimming pools, outbuildings, fences, etc. that may be affected by his activities;
 - record in writing the details of the above; the form and substance of such records and agreements shall be subject to the engineer's approval and a copy of the details as recorded shall be sent to the engineer for his records and his approval.
- j) In the event of the contractor failing to reach agreement with the owner, lessee or occupier of the property on any of the matters referred to above, the matter shall be referred to the engineer for further action.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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

B 1303 PAYMENT

B13.01 The Contractor's general obligations

"The combined total bid for sub items (a), (b) and (c) shall not exceed 15% of the Bid Sum."

Should the combined total bid for sub items (a), (b) and (c) exceed 15% of the bid sum (excluding CPA, contingencies and VAT), the bidder shall state his reasons in writing for bidding in this manner.

"The amount payable to the Contractor 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 Clause 5.1 of the General Conditions of Contract, shall be calculated as follows:

- (i) Account shall be taken of all time related items scheduled in Section 1300, 1400 and 1500.
- (ii) All pay items for which the unit of measurement is "month" shall be deemed to be based upon an average of 12 working days per month.
- (iii) Payment will be made only for items for which the unit of measurement is "month"

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

“(xvii) The Contractor shall supply an approved plastic type rain gauge that shall be securely mounted to a pole in a position selected by the Engineer.”

(xviii) The following list is indicative of the number and sizes of offices and other accommodation that will be required:

Description	Area
Office for the engineer’s personnel	16m ²
Conference room	24m ²

(g) Ablution units

“Two waterborne ablution units are required on site. Each unit shall contain at least a wash-hand basin, urinal and the necessary accessories.

Both ablution units shall be provided with hot and cold water.

The tendered rate shall include full compensation for the supply, erection and maintenance of the complete units as specified.”

B1406 MEASUREMENT AND PAYMENT

“Item	Unit
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14.01 Office and laboratory accommodation:

- | | |
|--|--------------------------------|
| (a) Office accommodation for resident engineer staff,
including all services, ablution and carports | square metre (m ²) |
|--|--------------------------------|

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B1502 GENERAL REQUIREMENTS

(a) Safety

“The entire site will be handed over to the Contractor at the commencement of the contract. Traffic shall be accommodated on the existing road as well as temporary deviations. 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.

Further, the Engineer will have the right to stop any operation where the traffic accommodation measures are not to specification or as ordered and the Engineer considers that the risk to the travelling public is unacceptable.

The Contractor may not commence construction activities before adequate provision has been made to accommodate traffic in accordance with the requirements of this document and the latest edition of the South African Road Traffic Signs Manual Volume 2 Chapter 13: Roadworks Signage, (SARTSM), June 1999.

The Contractor shall submit proposals in connection with directional signs to the Engineer for approval.”

(e) Access to properties

“Where the alignment of the new road coincides with the alignment of the existing road, a number of accesses to private properties will have to be operational and maintained during the constructional period. No separate payment will be made for providing acceptable and safe access across the new road at all times during construction of the road.”

(i) Traffic safety officer

The Traffic Safety Officer shall be made available to discuss road safety and traffic accommodation matters whenever required by the Engineer.”

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 be amended whenever changes are made in the field and the revised detailed sketches shall be submitted to the Engineer. This shall include the recording of the position of flagmen and stop/go control men and their associated traffic accommodation equipment wherever they are used.

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

(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 10h00 and by 17h00 each day. The traffic Safety Officer shall keep a duplicate book for this specific purpose.

The Traffic Safety Officer shall also submit to the Engineer by 10h00 each morning, a record of all matter pertinent to site safety and traffic accommodation throughout the site of works the previous day. He shall also record the daily labour returns of flagmen, and stop/go signs controllers."

"(ix) Be responsible for contacting all the relevant authorities in the event of an accident on the site of the Works

1. Arrange for the removal of broken down vehicles that obstruct the normal traffic flow. The Contractor shall provide the traffic safety officer with all the necessary resources to carry out his duties as specified, inter alia a light delivery van (LDV), personnel, warning signs and revolving amber flashing lights. A warning sign with the words "CONTRACTOR TRAFFIC CONTROL" in clearly legible letters shall be mounted on the vehicle at least 1,5 m above ground level to be clearly visible. The vehicle shall be equipped with two revolving amber-coloured flashing lights with a minimum intensity of 55 W. The flashing lights shall be switched on and the warning sign be displayed at all times when the vehicle is used on the Site.

No separate payment will be made for the traffic safety officer, his vehicle, personnel and equipment and the cost thereof shall be included in the Contractor's cost for his establishment and general obligations (Section 1300)."

"(j) Ensure that all obstructions related to the Contractors activities be removed before nightfall where applicable and instructed by the Engineer and that the roads are safe for night traffic."

(k) 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.

(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 public traffic, 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 deduct penalties as follows:

- A fixed penalty of R500,00 per occurrence shall be deducted for each and every occurrence of non-compliance with any of the requirements of section

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

1500 of the standard specifications and section B1500 of the project specifications.

- In addition a time-related penalty of R100,00 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 an instruction to this effect has been given by the Engineer. 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."

“(m)Cleaning of road signs

When so ordered by the Engineer, the Contractor shall clean the faces of the road signs, so as to remove deposits obscuring or reducing the reflectivity of the sign faces.

B 1503 TEMPORARY TRAFFIC-CONTROL FACILITIES

"All temporary road signs, devices, sequences, layouts and spacings shall comply with the requirements of the Road Traffic Act, 1996 (Act 93 of 1996), the National Road Traffic Regulations, 2000, the South African Road Traffic Signs Manual, the requirements of the relevant road authority and the drawings. All temporary traffic control facilities shall also comply with the guidelines set in SA Road Traffic Signs Manual, Volume 2, Chapter 13: Roadwork’s Signing, (SARTSM, June 1999, obtainable from the Government Printer, Pretoria). "

b) Road signs and barricades

“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, or lost, or stolen.

All temporary road signs 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 for in the bid rates for the various types of temporary road signs.

The traffic-control devices, temporary signs and devices required in the contract are those designated in SA Road Traffic signs Manual, Volume 2, Chapter 13: Roadwork’s Signage.

The covering of permanent road signs, if applicable, shall be by utilizing a hessian bag, which shall be pulled over the sign in the form of a hood and fastened to the signposts. Plastic bags or other materials and fastened by means of adhesive tape shall not be permitted.

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

The Contractor shall indemnify the Employer against all proceedings, claims, actions, damages and costs which may arise from or be related to the absence or improper functioning or placement of road-traffic signs, barricades, traffic-control facilities, channelization devices and warning devices.

Should the Contractor park any of his vehicles within the road reserve at night, it shall be done in such a way that the vehicle is not less than 4 m away from the edge of the road and it shall be properly illuminated and signposted to ensure safe passing by motorists."

“(i) Covering of signs

Should the Engineer so direct, any sign shall be covered so that it cannot be read at any time under any weather condition. Covers may be of any opaque material that will not damage the sign.”

(b) Canalization devices and barricades

Drums shall not be used as channelization devices.

TW 401 and TW 402 delineators shall comply with the following requirements:

It shall be manufactured from a flexible material and shall comply with SABS 1555. The blade portion of the delineator shall be positively affixed to a base unit, which in turn shall be stable on its own or be stabilized by means of sandbags when used on the road.

(ii) The blade shall be retro-reflectorised, with class I yellow sheeting on the side facing oncoming traffic.

(iii) It shall be nominally 1 000 mm high x 250 mm wide and the bottom edge of the delineator shall not be more than 200 mm above the road surface.

(iv) It shall be subject to the approval of the Engineer.

The maximum spacing between centres of delineators shall be as shown on the Drawings or as directed by the Engineer."

All construction vehicles and machinery shall be fitted with working amber flashing lights. The Contractor shall provide the Engineer with the specified number of amber flashing lights, in a working condition, with a magnetic base and a cable and connection to fit a standard 12V cigarette lighter.

All flashing lights shall be at least 200 mm high and of the rotating parabolic type. The flashing lights fitted to the construction vehicles and machinery shall be of the mountable type.

All warning devices shall be maintained in perfect working order at all times.

All flagmen shall be equipped with reflective clothing while operating on the road.”

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

"All construction vehicles and plant used on the works shall be equipped with rotating amber flashing lights and warning boards as specified. All vehicles and plant before being allowed onto the site shall obtain a clearance permit from the engineer.

Rotating lights shall have an amber lens of minimum height of 200 mm and shall be mounted in order to be clearly visible from all directions. The lights on construction vehicles shall not be switched on while vehicles are being operated on unrestricted sections of a public road, but shall be switched on while construction vehicles are operating within the accommodation of traffic area, as the vehicles decelerate to enter a construction area, and as the vehicles accelerate to the general speed when entering the road from a construction area. Lights on plant shall operate continuously while the plant is working alongside sections of road open to public traffic.

All LDV's and cars operating on site shall also be equipped with rotating amber flashing lights which shall be placed so as to be clearly visible and operated continuously while the vehicles is maneuvering in or out of traffic or is travelling or parked alongside roads open to public traffic.

Rotating lights and the "Construction Vehicle" signs on the Contractor's vehicles and plant shall not be paid for separately but shall be included in the rates covering the use of the vehicles.

The contractor shall apply and maintain lights together with temporary mounting brackets, to the approval of the engineer. Vehicles and plant that do not comply with these requirements shall be removed from the site.

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 should 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.

(g) Other signs or facilities

The Engineer may instruct the Contractor to provide any other road sign, reflective tape, etc. not measured in standard pay items. The road signs shall conform to the requirements of the South African Traffic Signs Manual, Chapter 13, Roadwork's Signage or specification provided by the Engineer.

The Contractor shall inform the general public of the intended road works, construction period and accommodation of traffic proposal through press releases in local and provincial newspapers.

B1513 ACCOMMODATION OF TRAFFIC WHERE THE ROAD IS CONSTRUCTED IN HALF WIDTHS

"Some of the work on the existing road shall be carried out in half or lesser widths.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Single direction traffic will be allowed to use that surfaced half of the road that is not under construction. The length of the half width shall not exceed 500m.

The traffic flow shall be controlled by delineators/cones. However, the Engineer may under special circumstances allow the Contractor during daytime to use flagmen with STOP and GO-RY signs.

B 1518 RETRO-REFLECTIVE MATERIAL

Retro-reflective material for temporary signs shall comply with the requirements of SABS 1519-1 for weathered material. Tests shall be carried out with a field retro-reflectometer and the testing procedure and classification are described in Clause B 8118. The values of the Coefficient of Retro-Reflection shall be at least 60% of the values indicated in Table B8118/1."

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

B1517 MEASUREMENT AND PAYMENT

B15.01 Accommodation of traffic and maintaining temporary deviations:

The unit of measurement shall be the kilometre, measured along the centre lines of the road, the ramps from the noses and the cross roads 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. The bypass for abnormal vehicles and gravel service roads shall not be measured. Only the nett distance of the road shall be measured and overlapping distance during staged rehabilitation shall not be measured. When the road is rehabilitated in half-widths, payment shall be made in item B15.10 and not in item B15.01.

B15.03 Temporary traffic-control facilities

“(h) Delineators (DTG50J, TW 401 and TW402

“

(i) Single (200mm x 800mm) number (No)

(ii) Mounted back to back (200mm x 800mm) number (No)

B15.10 Accommodation of traffic where the road is constructed in half-widths

“The bid rate shall include full compensation for providing all plant, equipment, tools, transport, labour, supervision, cleaning of the trafficked lane, and other incidentals for the proper and safe handling of traffic and shall include full compensation for all additional costs and work resulting from constructing the road in half-widths.

Payment for the provision of flagmen, road signs, delineators, communication devices and traffic signals shall be made elsewhere.

Half-width construction is defined as rehabilitation of the layers on the shoulder and one lane and only where 2 way traffic cannot be accommodated. Also, no slurry, seal and asphalt overlay works shall in any circumstances be measured in this item and shall be included in item B15.01 for the payment thereof.

Where payment is made for a section of road in item B15.10, payment shall not be made in item B15.01”

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

B7 SECTION 1600 : OVERHAUL

B1602 DEFINITIONS

(a) Overhaul material

“Where gravel material is obtained from commercial sources overhaul will not be paid for separately and shall be included in the rate for procuring, furnishing and placing of the material.”

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

B8 SECTION 1700 : CLEARING AND GRUBBING

B1702 DESCRIPTION OF WORK

(a) Clearing

“Clearing shall include the removal of material to a thickness of up to 150mm in-situ material as ordered by the engineer. No payment shall be made for temporary stockpiling of topsoil material in the case where this material is applied as topsoil after completion of road side slopes.

Should the required depth exceed 150mm, the total volume of material removed shall either be classified as “temporary stockpiling of topsoil” or “unsuitable roadbed material” or “cut to spoil” whichever is applicable as allowed for in the standard specifications. In these cases no payment shall be made for clearing and grubbing.

Clearing as described shall in all cases be undertaken in such a manner that the topsoil is preserved and not contaminated with other debris or rubbish. Cross-sections for the determination of earthworks quantities shall be taken after clearing (topsoil or unsuitable roadbed material) and roadbed preparation if applicable.

The payment for the clearing of concrete structures which cannot be cleared by means of a bulldozer as described under clause 1702(a), shall be made according to item B17.08.”

“(e) Existing roads

Where new construction work extends over existing roads, the existing road surface shall be ripped and removed if so directed by the engineer. The work as described above will be paid for under item B17.01.

(f) Removal of trees

Only trees identified and marked by the engineer shall be removed.”

B 1703 EXECUTION OF THE WORK

(a) Areas to be cleared and grubbed

“Apart from normal clearing and grubbing, the fill embankments of the existing roads are also to be cleared and grubbed over the areas where the new horizontal alignment coincides with the alignment of the existing road, or where repairs are required to the fill embankments of the approaches of bridges. Provision is made for separate payment for clearing and grubbing of the existing fill embankments where conventional machinery might be suitable to undertake the work

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

due to the steep side slopes of the embankments. An additional pay-item is allowed for in the bill of quantities for this type of clearing and grubbing which may have to be undertaken by hand or similar manner

(c) Disposal of material

“(i) Non toxic waste (trees, tree stumps, plain and reinforced concrete, rubble, etc.)

All surplus or unsuitable material (non-toxic waste) shall be disposed of at an approved dumping site. The local authority within whose boundaries the site is located, must approve such site, and the dumping must comply with all statutory and municipal regulations. Rates tendered shall include an unlimited free haul distance to the approved dumping site.

(ii) Toxic waste (bitumen products, etc.)

The contractor shall identify an approved toxic waste dumping site. Pay item B17.08 provided in the schedule of quantities will be to compensate the contractor for all costs associated with the removal and disposal of existing toxic waste, viz existing bitumen products.

Toxic waste generated by the contractor during construction shall be removed and disposed of by the contractor at his own cost. No pay item has been provided for this work. The cost thereof shall be deemed to be included in the contractor’s tendered rates.”

B2204 CONSTRUCTION METHODS

“In all cases where soft founding materials is classified as suitable for culvert bedding construction, the in situ material shall be ripped, moistened and compacted to 90% or 93% modified AASHTO density. The depth of preparation and compaction of founding material shall be as indicated on the drawings or as specified by the engineer. Allowance for measurement and payment for this work is made in the bill of quantities under this section.”

(c) Excavation by hand

Where circumstances prevent the use of mechanical excavators and material can be removed only by hand tools, the engineer shall authorise the supplementary payment to the contractor for such work at the tendered rates for excavation by hand should he be satisfied that the contractor had been unable to prevent the necessity for excavation by hand by proper planning and precautionary measures. The supplementary rate for excavation by hand shall not apply to minor finishing or clearing jobs in excavations which are otherwise being done by mass excavation plant.

Payment for hand excavation shall be an "extra over" payment to normal excavation as allowed for in item 22.01.”

B2205 EXCAVATION FOR CONSTRUCTION BY TRENCH METHOD

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

"(c) Excavation by hand

Where circumstances prevent the use of mechanical excavators and material can be removed only by hand tools, the engineer shall authorise the supplementary payment to the contractor for such work at the tendered rates for excavation by hand should he be satisfied that the contractor had been unable to prevent the necessity for excavation by hand by proper planning and precautionary measures. The supplementary rate for excavation by hand shall not apply to minor finishing or clearing jobs in excavations which are otherwise being done by mass excavation plant.

Payment for hand excavation shall be an "extra over" payment to normal excavation as allowed for in item 22.01.

(d) Drainage of excavations

The contractor shall apply suitable, effective drainage and dewatering methods for preventing the ingress of water into the excavation and to keep them dry.

Drainage measures, with the exception of pumping, shall be maintained until the backfilling has been completed. Between various construction stages, pumping may be interrupted in consultation with the engineer.

Any draining or pumping of water shall be done in a manner as will preclude the concrete or materials or any part thereof from being carried away.

Allowance for measurement and payment for dewatering and keeping dry of culvert excavations is made in the schedule in this section".

B11SECTION 3100: BORROW MATERIALS

B3102 NEGOTIATIONS WITH OWNERS AND AUTHORITIES

"Arrangements regarding to access to borrow pits and the alignment of haul roads shall be made between the contractor and the owners of the land on which borrow pits are situated. The engineer's representative on site shall be present at all such negotiations, which shall be confirmed in writing by the contractor. All costs involved with such negotiations as well as the requirements contained in clause 3102 and clause 1225 of the specifications shall be borne entirely by the contractor."

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B12 SECTION 3300 : MASS EARTHWORKS

B3305 TREATING THE ROADBED

(a) Removing unsuitable material

"For the purpose of this contract, excavation and removal of in-situ clayey material over areas where the road is in a fill condition, shall be classified as removal of unsuitable material, irrespective of the stability or moisture condition of the in-situ material".

(b) Preparing and compacting the roadbed

"If necessary, roadbed..... depth of compaction" and replace as follows:

"Where demarcated by the engineer, prior to the roadbed being scarified, the excess in situ material forming part of the present roadway, and within the limits of the roadbed, and in close proximity of the layer works, but falling within the limits of the layerworks, shall be bladed to controlled level in order to achieve the required level and necessary depth of compaction."

B3312 MEASUREMENTS AND PAYMENTS

"The tendered rate shall include full compensation for procuring, furnishing and placing the material, including excavating as if in soft excavation, the cutting of benches, for transporting the material for free-haul distance of 0.5km; for preparing, processing, shaping, watering, mixing, and compacting the materials to the densities or in manner specified herein and for removing and disposing of up to 5% oversize material from the road after processing, including transport for a free-haul distance of 1.0km".

WITH:

"The tendered rate shall include full compensation for locating the source, procuring the material, basic selection, transporting from the source to point of where placed, spreading, watering, mixing, shaping, compacting, final grading, complying with the tolerances, testing and removing and disposing of up to 5% oversize material from the road after processing, including transport for free-haul distance of 1.0km".

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

B13SECTION 3400 : PAVEMENT LAYERS OF GRAVEL MATERIAL

B 3402: MATERIALS

(a) General

"Material requirements for gravel pavement layers are in accordance with TRH4 and shall be indicated on the drawings."

(b) Compaction requirements

Change the compaction requirements for chemically stabilized subbase material from "95% or 96%" to read "95%, 96% or 97%."

Change the compaction requirements for lower selected material from "93% or 95%" to read " 90%, 93%, or 95%."

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

B14SECTION 3500 : STABILIZATION

B3502 MATERIALS

The actual application rate of the stabilization agent used in any specific material or layer shall be determined by the engineer.

All references to "Ordinary Portland Cement" shall be replaced with "Portland composite cement (CEM II 32,5)".

(f) Application rate

The nominal application rate of chemical stabilizing agents for tender purposes shall be 80 kg/m³

B3503 CHEMICAL STABILIZATION

(i) Construction limitations

In table 3503/1, delete "8 hours" for ordinary Portland cement and cement blends and replace with "6 hours".

B3506 TOLERANCES

(b) Uniformity of mix (chemical stabilization)

Add the following:

"The method described under 3506(b)(ii) shall be applicable to this contract."

B3507 ROUTINE INSPECTION AND TESTS

Statistical control as per Section 8300 (Scheme 2) will apply.

(j) Rejection of stabilized layers

Where newly constructed layers have been stabilized and have been rejected, the following shall apply:

(i) if rejected within seven (7) days of construction – 50% stabilizing agent shall be added and the layer reworked.

(ii) if rejected more than seven (7) days of construction – the material shall be removed and replaced and the layer reworked with 100% stabilizing agent.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

B15SECTION 5600 : ROAD SIGNS

B5601 SCOPE

"This section also covers the supply and erection of permanent danger plates at culverts and bridges at the locations indicated on the drawings or as directed by the engineer."

B 5602 MATERIALS

(g) Retro-reflective material

IN THE FIRST SENTENCE, REPLACE "SABS 1519" WITH "SABS 1519-1" AND DELETE "and the adhesion requirements of CKS 191."

"When measured with a field retro-reflectometer in accordance with section B8118, the coefficient of retro-reflection of a retro-reflective material shall not be less than the appropriate value given in Table B8118/1

(k) Black vinyl

IN THE SECOND SENTENCE REPLACE "SABS 1519" WITH "SABS 1519-1" AND DELETE THE REST OF THE SENTENCE.

"(m) Temporary covers for road signs

When required, existing road signs shall be fully or partially covered with burlap or other approved material to obscure destinations that are temporarily inapplicable or irrelevant.

The covers shall be neatly applied and firmly fixed in position on the rear side of the sign so that they will be able to withstand strong gusts of wind or eddies caused by passing traffic."

B 5603 MANUFACTURING OF ROAD SIGN BOARDS AND SUPPORTS

(a) Road sign boards

"The contractor shall make every effort to ensure that signboards are correct in all respect and before dispatching the boards from the manufacturer's factory shall provide the Engineer with a 100mm x 150mm colour photograph of each sign face for approval of the correctness of the legend. Such approval will not imply final acceptance of the board. If the Contractor is in any doubt as to the correctness of the sign detail, the sign designer shall be contacted for verification."

(i) Steel plate road sign boards

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

“Where the letter or legends cross the horizontal joints of the sign panels, the letter shall be cut on the joint and both ends folded around the radius.

Retro-reflective material to adjoining Chromadek panels on a sign shall be practical visual match of the specified colour.”

B5604 ROAD SIGN FACES AND PAINTING

“(e) Application of retro-reflective material

All sign faces shall be faced with diamond grade retro-reflective material. Painted front sign faces shall not be used.

Where applied to Chromadek sections, retro-reflective material shall be applied as specified for aluminium section in Clause 5603(d) of the Standard Specification, and of Clause B5603(a)(ii) of this project Specification.”

B5605 STORAGE AND HANDLING

“The following shall not be allowed on the sign face:

Drilling of holes, except for the fastening of overlays

Application of any form of adhesive

Cleaning with any chemicals that are not specifically approved by the manufacturer of the retro-reflective material

Covering the sign face with an impermeable material that does not allow free circulation of air.”

B5606 ERECTING ROAD SIGNS

(c) Erection

“After erection the signboard shall be thoroughly cleaned with a cleaning agent approved by the retro-reflective material’s manufacturer.

All vegetation obstructing the new or replaced sign board shall be removed and disposed of as instructed by the Engineer.”

B5608 DISMANTLING, STORING AND RE-ERECTING EXISTING ROAD SIGNS

“Existing overhead and ground mounted road signs that are being replaced by new signs shall be dismantled and disposed of by the Contractor. Where possible the dismantling of the signs shall not be before the replacement sign is erected and displayed. Where dismantling of the sign is required before erection of the replacement sign, the dismantling shall not take place until

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

immediately before work is to commence on the replacement, and the replacement shall be completed and the new sign displayed as soon as possible thereafter (within 72 hours).

Dismantling shall include sign panels and ground mounted sign supports.

Ground mounted sign supports shall be cut off just below ground level. Material excavated for removal of buried poles shall be replaced, and any depression made good using excess material from excavation for new signs.

Pay items are provided in the Bill of Quantities. Payment will differentiate between different types of sign panels.”

<div data-bbox="138 2022 314 2092"></div>	<div data-bbox="368 2022 545 2092"></div>	<div data-bbox="600 2022 777 2092"></div>	<div data-bbox="831 2022 1008 2092"></div>	<div data-bbox="1062 2022 1240 2092"></div>	<div data-bbox="1294 2022 1471 2092"></div>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

B56.09 MEASUREMENT AND PAYMENT

Item	Unit
B56.01 Road sign boards with painted or coloured semi-matt background. Symbols, lettering and borders in semi-matt black or Class I retro-reflective material, where the sign board is constructed from:	

- (i) Stop sign number (No)
- (i) Speed hump signage number (No)
- (ii) Names of street number (No)
- (iii) Traffic circle number (No)

The unit of measurement shall be the number of road signs provided and erected in accordance with the drawings. The tendered rate shall include full compensation for all labour and material, painting, posts, excavation, backfilling with soil etc., as may be necessary for completing the work in accordance with the details shown on the drawings.”

ContractorWitness 1Witness 2EmployerWitness 1Witness 2

B5701 SCOPE

Road marking plans shall be issued during construction

B 5707 APPLYING THE PAINT

"Permanent road marking work as specified by the engineer shall be carried out within 14 days of opening the road full width to traffic after the completion of the double seal surfacing."

"B5715 ESTABLISHMENT OF PAINTING UNIT

Allowance is made in the schedule of quantities for the re-establishment of the painting unit at designated intervals during the contract period. The engineer will instruct the re-establishing of the painting unit as required."

B5714 MEASUREMENT AND PAYMENT

"Item Unit

B57.10 Re-establishing the painting unit at
intervals during the contract period number (No)

The unit of measurement shall be the number of times the painting unit is re-established on site during the contract period. The tendered rate shall include full compensation for all items as specified.

The tendered rate shall include full compensation for the re-establishment on the site and for later removing all special equipment, personnel, etc. as may be required for painting the road-traffic markings. The contractor will be paid at tendered rates for painting the road-traffic markings."

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

B18SECTION 5900 : FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS

B 5902 FINISHING THE ROAD AND ROAD RESERVE

“The contractor shall pay special attention to the collection and removal of all waste materials originating from surfacing and other roadworks activities. Excess aggregate or asphalt broomed from the road surface shall not be discarded onto the side-slopes of the road formation. These aggregates, together with all other materials trimmed or excavated from the road shall be collected and removed from the road reserve to the satisfaction of the engineer.

This requirement shall be incorporated in the tendered rates for item 59.01 of the Schedule of Quantities.”

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

B20SECTION 8100 : TESTING MATERIALS AND WORKMANSHIP

B8117 MEASUREMENT AND PAYMENT

“Item Unit

B81.02 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 B81.02 (a), which shall include full compensation for the handling costs and the profit of the contractor.”

B 8119 TESTING OF APPLIED ROAD MARKINGS

Road markings will be checked for compliance with the specifications utilising appropriate equipment and in accordance with the following standard:

Night-time retro-reflectivity: SABS 1261: Determination of retro-reflected luminance by means of a portable retro-reflectometer. (Measurement to SABS 1261 shall be made in accordance with the 30 m measurement geometry).

(a) Sampling procedure for testing of road markings

Acceptance testing shall be done per uniform section of road and will be based on a sample not exceeding 5% of the works for retro-reflective measurements.

The procedure shall be as follows:

- (i) Per uniform section, test locations shall be identified randomly. Each randomly selected position shall be 200m in length. At each test location the 200m section shall be marked out into four 50m long sections. One 5m length shall be selected within each 50m section and measurements shall be made on such a length. (One 200m section length shall therefore be considered as a 5% sample for a road section of 4km in length)

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

(ii) The following number of tests for retro-reflectivity will be done per 200m section.

(Depending on roadway cross-section).

Line location	No of tests	Sample %
Left edge line (yellow)	2	2,5%
Lane lines (white)	2	2,5%
No overtaking line (white)	4	5%
Dividing line (white)	4	5%

The following line types will be tested individually, subject to the indicated sampling rate :

Sample %

Stop lines or yield lines 20% in total

Painted islands 2,5% of square metre

Each reported retro-reflection test will comprise the average of three (3) readings.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

PROJECT SPECIFICATIONS

PART C PROVISION OF THE TEMPORARY WORKFORCE

PROJECT SPECIFICATIONS

PROVISION OF THE TEMPORARY WORKFORCE

C01SCOPE

This Specification covers the provisions and requirements relating to the provision of the temporary workforce.

C 02 INTERPRETATIONS

C 02.01 Supporting documents

The Conditions of Contract, Standard and Project Specifications, Drawings and statutory minimum requirements relating to the employment and remuneration of labour shall *inter alia* be read in conjunction with this Specification.

C 02.02 Definitions and abbreviations

For the purposes of this specification, the definitions given in the Conditions of Contract, the Standard Specifications and the Project Specifications, together with the following additional definitions shall, unless the context dictates otherwise, apply:

(a) "Key Personnel" means all contracts managers, site agents, materials and survey technicians, trainers, supervisors, foremen, skilled plant operators, artisans and the like, and all other personnel in the permanent employ of the Contractor or Subcontractor who posses special skills and/or who play key roles in the Contractor's or Subcontractor's operation

(b) "Project Committee" means a committee consisting of the Employer, the Engineer, the Contractor, (or their nominated representatives) as well as representatives of the temporary workforce, which is convened from time to time at the discretion of the Engineer, for the purposes of acting as an avenue for effective communication and liaison between all the parties referred to, in all matters pertaining to the Contract

(c) "Subcontractor" means any person or group of persons in association, or firm, or body corporate (whether formally constituted or otherwise) not being the Contractor, to whom specific portions or aspects of the Works are sublet or subcontracted by the Contractor in accordance with the provisions of the Contract

(d) "Worker" for the purposes of this Specification means any person, not being one of the Contractor's key personnel, nor any key personnel of any Subcontractor, who is engaged by the Contractor, a Subcontractor or the Employer to participate in the execution of any part of the

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Contract Works and shall include unskilled labour, semi-skilled and skilled labour, clerical workers and the like

(e) "Workforce" means the aggregate body comprising all workers and shall, unless the context dictates otherwise, include the workforces of the Contractor and all Subcontractors

(f) "Liaison Officer" means a representative from the temporary workforce, duly elected by them, to act on their behalf and through whom all matters pertaining to the temporary workforce can be channelized.

C 02.03 Status

Where any provisions or requirements of this Specification are in conflict with anything elsewhere set out in the Contract, the provisions and requirements of this Specification shall take precedence and prevail.

C 03 PERMITTED SOURCES OF TEMPORARY WORKERS

The Contractor shall as far as possible make optimum use of the human resources outside his own workforce and the workforces of all subcontractors. The temporary workforce that is to be used in the execution of the Works in terms of Part A may consist of the workers of various communities, and shall not be bound to one particular community.

C 04 EMPLOYMENT RECORDS TO BE PROVIDED

(a) The Contractor shall maintain accurate and comprehensive records of all workers engaged on the Contract and shall provide the Engineer at monthly intervals from the commencement of the Contract, with interim records substantiating the actual numbers of employment opportunities that shall have been generated to date and the amounts actually paid in respect thereof. Such interim records shall be in a format approved by the Engineer.

C 05 VARIATIONS IN WORKER PRODUCTION RATES

Notwithstanding anything to the contrary as may be stated in or inferred from any other provision of this Contract, the Contractor shall not be entitled to any additional payment or compensation whatever, in respect of any differences as may result between the production rates actually achieved by workers in the course of the execution of the Contract Works and those production rates on which he has based his tender.

C 06 TRAINING OF THE TEMPORARY WORKFORCE

N/A

C 07 RECRUITMENT AND SELECTION PROCEDURES

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C 07.01 The recruitment and selection procedure of the local workers is the joint responsibility of local councillors, CLO and contractor. The procedure will be clarified to the contractor at the beginning of the project.

C 08 TERMS AND CONDITIONS PERTAINING TO THE EMPLOYMENT OF THE TEMPORARY WORKFORCE

C 08.01 All temporary workers engaged in accordance with the provisions of Part A of the Project Specifications, shall be employed on the terms and conditions of employment as are consistent with SAFCEC or relevant legislation. The Contractor shall implement and adhere strictly to such terms and conditions relating to the employment of the temporary workforce, and subject only to the provisions of this Contract, shall not employ any temporary worker on terms and conditions which are less favourable to the worker or inconsistent with the standards and norms generally applicable to temporary workers in the Civil Engineering Industry and applicable to the particular area.

C 08.02 The Contractor shall pay to all temporary workers engaged in terms of Part A of the Project Specifications, not less than the minimum rate of remuneration as specified in SAFCEC or relevant legislation.

C 09 LABOUR RELATIONS AND WORKER GRIEVANCE PROCEDURES

C 09.01 The Contractor, as the Employer of the workforce, shall be fully responsible for the establishment and maintenance at his own cost, of satisfactory labour relations on site and the resolution of all grievances of temporary workers as may occur.

C 09.02 The Contractor shall at all times adhere to the accepted norms and standards of labour relations prevailing generally in the Civil Engineering Construction Industry and shall conduct himself in a fair and reasonable manner, within the constraints as may be imposed upon him by the terms of the Contract.

C 09.03 In the event of any temporary worker engaged by the Contractor in terms of the Contract, being aggrieved with regard to his Terms of Employment, working conditions and training, he shall have the right, at his discretion, to be supported in any inquiry or disciplinary hearing or investigation instituted by the Contractor in terms of Subclause C 09.02 above.

C 09.04 In the event of any grievance not being satisfactorily resolved through the application of normal dispute resolution procedures in accordance with Sub clauses C 09.02 and C 09.03, then either the Contractor or the worker concerned may require that the matter be referred to the CCMA for further consideration, with a view to facilitate the resolution thereof.

C 10 THE SUBCONTRACTORS' WORKFORCES

C 10.01 The provisions of this Part C shall apply *mutatis mutandis* to the workforces employed by all subcontractors engaged by the Contractor and the Contractor shall be fully responsible for

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ensuring, at his own cost, that the terms of every subcontract agreement entered into are such as to facilitate the application of these provisions in respect of the workforces of all subcontractors.

C 10.02 The Contractor shall at his own cost and to the extent necessary, assist and monitor all subcontractors in the application of the provisions of this Specification, and shall, in terms of the Conditions of Contract, remain fully liable in respect of the acts, omissions and neglects of all subcontractors, in respect of the application of the provisions of this Specification.

C 11 PROJECT LIAISON OFFICER (PLO)

The employer shall appoint a Project Liaison Officer (PLO) thereof allocate the PLO to the contractor. The contractor shall direct all his liaison efforts with the local communities through the appointed officer. The contractor shall, however, accept the appointed as part of his management personnel.

C 11.01 Duties of the Project Liaison Officer

The Community Liaison Officer's duties will be:

(i) To be available on site daily between the hours of 8h00 and 17h00 and at other times as the need arises. His normal working day will extend from 8h00 to 13h00 in the morning until 14h00 to 17h00 in the afternoon.

(ii) To determine, in consultation with the contractor, the needs of the temporary labour for relevant skills training. He will be responsible for the identification of suitable trainees and will attend one of each of the training sessions.

(iii) To communicate daily with the contractor and the engineer to determine the labour requirements with regard to numbers and skill, to facilitate in labour disputes and to assist in their resolution.

(iv) To assist in and facilitate in the recruitment of suitable temporary labour and the establishment of a "labour desk".

(v) To attend all meetings in which the community and/or labour are present or are required to be represented.

(vi) To assist in the identification, and screening of labourers from the community in accordance with the contractor's requirements.

(vii) To inform temporary labour of their conditions of temporary employment and to inform temporary labourers as early as possible when their period of employment will be terminated.

(viii) To attend disciplinary proceedings to ensure that hearings are fair and reasonable.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (ix) To keep a daily written record of his interviews and community liaison.
- (x) To attend monthly site meetings to report on labour matters.
- (xi) All such other duties as agreed upon between all parties concerned.
- (xii) To submit monthly returns regarding community liaison in a format prescribed by the engineer.

C 11.02 Payment for the project liaison officer

A special pay item is incorporated in section 1200 of the bill of quantities relating to payment of the liaison officer on a prime cost sum basis. This payment shall only be made for the period for which the duties of the liaison officer are required and not necessarily for the full duration of the contract. The remuneration of the PLO shall be determined jointly by the contractor, engineer and employer and as guided by relevant legislation.

C 11.03 Period of employment of the project liaison officer

The period of employment of the community liaison officer shall be as decided upon jointly by the contractor, engineer and employer.

C 12 MEASUREMENT AND PAYMENT

The Contractor will not be separately reimbursed or compensated in respect of the provision of the workforce and creation of temporary employment opportunities and all the Contractor's costs associated with compliance with the provisions of this part of the Project Specifications shall, except to the extent provided for as relevant, be deemed to be included in the rates tendered for in Section 1300 of the Bill of Quantities.

Item	Unit
-------------	-------------

C12.02 Remuneration of the Project Liaison Officer:

- (a) Project Liaison Officer(s) Prov. Sum
- (b) Contractor's charge to allow for handling costs and profit in respect of subitem C12.02(a)
 - (i) Project Liaison Officer percentage (%)

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Payment provided in sub item C12.02 (a) to cover the employment and remuneration of the Project Liaison Officer(s) and shall be effected in accordance with the provisions of Clause 6.6 of the General Conditions of Contract.

The tendered percentage in subitem C12.01(b) is the percentage of the amount actually spent under subitem C12.02 (a) that will be paid to the contractor in full compensation for the contractor's handling costs and profit in respect of the employment and remuneration of the Liaison Officer(s).

1.3 SCHEDULE OF DRAWINGS

The following drawings form part of the Tender Documentation:

DRAWING No.	TITLE

1.4 POWER SUPPLY AUTHORITIES

The Supply Authority to the nature reserve are:

- i) Eskom- for the Staff Accommodation only.
- ii) Solar- for the detached buildings throughout the nature reserve.

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C3.2 PARTICULAR SPECIFICATIONS

In addition to the Standardized and Project Specifications the following Particular Specifications shall apply to this contract and are bound in hereafter.

PARTICULAR SPECIFICATION		PAGE No
POHS:	HEALTH AND SAFETY SPECIFICATIONS	C
ESPEC:	ENVIRONMANETAL SPECIFICATIONS	

Contractor

Witness1

Witness2

Employer

Witness1

Witness2

1 SCOPE

1.1 Preamble

Without derogating from the Occupational Health and Safety Act 85 of 1993 and the Regulations, the tenderer shall take into consideration the following in preparation of the Health and Safety Plan for this project.

Due to the wide scope and definition of construction work, every construction activity and site will be different, and circumstances and conditions may change even on a daily basis. Therefore, due caution is to be taken by the Principal Contractor when drafting the Health and Safety Plan based on this Health and Safety Specification. Prior to drafting the Health and Safety Plan, and in consideration of the information contained herein, the contractor shall set up a Risk Assessment Program to identify and determine the scope and details of any risk associated with any hazard at the construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard. This Risk Assessment and the steps identified will be the basis or point of departure for the Health and Safety Plan.

The Health and Safety Plan shall include documented 'Methods of Statement' (see definitions under Construction Regulations) detailing the key activities to be performed in order to reduce as far as practicable, the hazards identified in the Risk Assessment.

Every effort has been made to ensure that this specification document is accurate and adequate in all respects. Should it however, contain any errors or omissions they may not be considered as grounds for claims under the contract for additional reimbursement or extension of time, or relieve the Principal Contractor from his responsibilities and accountability in respect of the project to which this specification document pertains. Any such inaccuracies, inconsistencies and/or inadequacies must immediately be brought to the attention of the Agent and/or Client.

1.2 Scope of Health and Safety Specification Document

The Health and Safety Specifications pertaining to the project is intended to outline any special requirements pertaining to the health and safety matters (including the environment) applicable to the project in question. These Specifications should be read in conjunction with the Act, the Construction Regulations and all other Regulations and Safety Standards which were or will be promulgated under the Act or incorporated into the Act and be in force or come into force during the effective duration of the project. The stipulations in this specification, as well as those contained in all other documentation pertaining to the project, including contract documentation and technical specifications shall not be interpreted, in any way whatsoever, to countermand or nullify any stipulation of the Act, Regulations and Safety Standards which are promulgated under, or incorporated into the Act.

1.3 Purpose

The Client/ Agent is obligated to implement measures to ensure the health and safety of all people and properties affected under its custodianship or contractual commitments and is further obligated to monitor that these measures are structured and applied according to the requirements of these Health and Safety Specifications.

Contractor

Witness1

Witness2

Employer

Witness1

Witness2

The purpose of this specification document is to provide the relevant Principal Contractor (and his/her subcontractor) with any information other than the standard conditions pertaining to construction sites which might affect the health and safety of persons at work and the health and safety of persons in connection with the use of infrastructure; and to protect persons other than persons at work against hazards to health and safety arising out of or in connection with the activities of persons at work during the carrying out of construction work for the Eastern Cape Parks and Tourism Authority. The Principal Contractor (and his/her subcontractor) is to be briefed on the significant health and safety aspects of the project and to be provided with information and requirements on inter alia:

- a) safety considerations affecting the site of the project and its environment;
- b) safety considerations affecting the persons occupying the site;
- c) health and safety aspects of the associated structures and equipment;
- d) submissions on health and safety matters required from the Principal Contractor (and his/her contractor); and
- e) the Principal Contractor's (and his/her contractor) health & safety plan.

2 OCCUPATIONAL HEALTH & SAFETY MANAGEMENT

2.1 Structure and Organisation of OH&S Responsibilities

2.1.1. Overall Supervision and Responsibility for OH&S

The ECPTA and/or its Agent on its behalf to ensure that the Principal Contractor, appointed in terms of Construction Regulation 5(1)(h), implements and maintains the agreed and approved H&S Plan. Failure on the part of the Client or Agent to comply with this requirement will not relieve the Principal Contractor from any one or more of his/her duties under the Act and Regulations.

The Chief Executive Officer of the Principal Contractor in terms of Section 16 (1) of the Act to ensure that the Employer (as defined in the Act) complies with the Act.

All OH&S Act (85 /1993), Section 16 (2) appointee/s as detailed in his/her/their respective appointment forms to regularly, in writing, report to their principals on matters of health and safety per routine and ad hoc inspections and on any deviations as soon as observed, regardless of whether the observation was made during any routine or ad hoc inspection and to ensure that the reports are made available to the principal Contractor to become part of site records (Health & Safety File).

The Construction Supervisor and Assistant Construction Supervisor/s appointed in terms of Construction Regulation 8 to regularly, in writing, report to their principals on matters of health and safety per routine and ad hoc inspections and on any deviations as soon as observed, regardless of whether the observation was made during any routine or ad hoc inspection and to ensure that the reports are made available to the principal Contractor to become part of site records (Health & Safety File).

All Safety officers must be appointed in writing with competence and experience in construction site as per Construction Regulations 2014.

Contractor	Witness1	Witness2	Employer	Witness1	Witness2

All Health and Safety Representatives (SHE-Reps) shall act and report as per Section 18 of the Act.

2.1.2 Further (Specific) Supervision Responsibilities for OH&S

Several appointments or designations of responsible and /or competent people in specific areas of construction work are required by the Act and Regulations.

2.1.3 Communication & Liaison

OH&S Liaison between the Employer, the Principal Contractor, the other Contractors, the Designer and other concerned parties shall be through the Principal Agent.

In addition to the above, communication may be directly to the Client or his appointed Agent, verbally but followed up in writing, as and when the need arises.

The Principal Contractor will be responsible for the dissemination of all relevant OH&S information to the other Contractors e.g. design changes agreed with the Client and/or its Agent on its behalf and the Designer, instructions by the Client and/or his/her agent, exchange of information between Contractors, the reporting of hazardous/dangerous conditions/situations etc.

3 RESPONSIBILITIES

3.1 Client

- a) The Client or his appointed Agent on his behalf will appoint each Principal Contractor for this project or phase/section of the project in writing for assuming the role of Principal Contractor as intended by the Construction Regulations and determined by the Bills of Quantities.
- b) The Client or his appointed Agent on his behalf shall discuss and negotiate with the Principal Contractor the contents of the health and safety plan of both Principal Contractor and Contractor for approval.
- c) The Client or his appointed Agent on his behalf, will take reasonable steps to ensure that the health and safety plan of both the Principal Contractor and Contractor is implemented and maintained. The steps taken will include periodic audits at intervals of at least once every month.
- d) The Client or his appointed Agent on his behalf, will prevent the Principal Contractor and/or the Contractor from commencing or continuing with construction work should the Principal Contractor and/or the Contractor at any stage in the execution of the works be found to:
 - have failed to have complied with any of the administrative measures required by the Construction Regulations in preparation for the construction project or any physical preparations necessary in terms of the Act;
 - have failed to implement or maintain their health and safety plan; or have executed construction work which is not in accordance with their health and safety plan; or

Contractor	Witness1	Witness2	Employer	Witness1	Witness2

- act in any way which may pose a threat to the health and safety of any person(s) present on the site of the works or in its vicinity, irrespective of him/them being employed or legitimately on the site of the works or in its vicinity.

3.2 Principal Contractor

a) The Principal Contractor shall accept the appointment under the terms and Conditions of Contract. The Principal Contractor shall sign and agree to those terms and conditions and shall, before commencing work, notify the Department of Labour of the intended construction work in terms of Regulation 4 of the Construction Regulations.

The Principal Contractor shall submit the notification in writing prior to commencement of work and inform the Client or his Agent accordingly.

b) The Principal Contractor shall ensure that he is fully conversant with the requirements of this Specification and all relevant health and safety legislation. This Specification is not intended to supersede the Act nor the Construction Regulations or any part of either. Those sections of the Act and the Construction Regulations which apply to the scope of work to be performed by the Principal Contractor in terms of this contract (entirely or in part) will continue to be legally required of the Principal Contractor to comply with. The Principal Contractor will in no manner or means be absolved from the responsibility to comply with all applicable sections of the Act, the Construction Regulations or any Regulations proclaimed under the Act or which may perceivable be applicable to this contract.

c) The Principal Contractor shall provide and demonstrate to the Client a suitable and sufficiently documented health and safety plan based on this Specification, the Act and the Construction Regulations, which shall be applied from the date of commencement of and for the duration of execution of the works. This plan shall, as appendices, include the health and safety plans of all Sub-contractors for which he has to take responsibility in terms of this contract.

d) The Principal Contractor shall provide proof of his registration and good standing with the Compensation Fund or with a licensed compensation insurer prior to commencement with the works.

e) The Potential Principal Contractor shall, in submitting his tender, demonstrate that he has made provision for the cost of compliance with the specified health and safety requirements, the Act and Construction Regulations. (Note: This shall have to be contained in the conditions of tender upon which a tenderer's offer is based.)

f) The Principal Contractor shall consistently demonstrate his competence and the adequacy of his resources to perform the duties imposed on the Principal Contractor in terms of this Specification, the Act and the Construction Regulations.

g) The Principal Contractor shall ensure that a copy of his health and safety plan is available on site and is presented upon request to the Client, an Inspector, Employee or Sub-contractor.

Contractor

Witness1

Witness2

Employer

Witness1

Witness2

- h) The Principal Contractor shall ensure that a health and safety file, which shall include all documentation required in terms of the provisions of this Specification, the Act and the Construction Regulations, is opened and kept on site and made available to the Client or Inspector upon request. Upon completion of the works, the Principal Contractor shall hand over a consolidated health and safety file to the Client.
- i) The Principal Contractor shall, throughout execution of the contract, ensure that all conditions imposed on his Sub-contractors in terms of the Act and the Construction Regulations are complied with as if they were the Principal Contractor.
- j) The Principal Contractor shall from time to time evaluate the relevance of the Health and Safety Plan and revise the same as required, following which revised plan shall be submitted to the Client and/or his/her Agent for approval.

4 GENERAL REQUIREMENTS OF HEALTH AND SAFETY PLAN

4.1 General

It will be expected from the Contractor to include in his safety plan method statements on how to accomplish the requirements relating to the Construction Regulations, 2014 and related incorporated standards and regulations.

Contractors should describe how their safety management systems will work and what control procedures they plan on using to ensure safety on the construction site

The following aspects should be covered in their safety plan

- i) What administrative procedures the Contractor envisages to use in the implementation and maintenance of the safety plan with reference to the construction site
- ii) How continuous assessment of the safety plan will be assessed and implemented with respect to construction site
- iii) What control systems the Contractor envisages to implement on site to support his safety program
- iv) How the Contractor will ensure that he adheres to the construction regulations in respect of competent persons

Depending upon the acceptance of the Contractor's Health and Safety Management Plan by the Employer. The Contractor's Health and Safety Plan should include, but not be limited to, those sections indicated in Section 3.2 of this specification.

4.2 Outline of Health and Safety Plan The Contractor's Health and Safety Plan prepared in accordance with this specification shall consist of at least the following sections and sub-sections:

- 1. Aim and Scope of Plan,
- 2. Risk Assessment,
 - a. Alternative Forms of Risk Assessment,

Contractor	Witness1	Witness2	Employer	Witness1	Witness2

- b. Methodology of Risk Assessment,
 - c. Elements of Risk Assessment,
 Scope of assessment, Risks Identified, Risk Analysis, Risk Evaluation, Risk Treatment, Monitoring and reviewing,
- 3. Resources,
 Health and Safety Staffing Organogram, Supervisors, Inspectors and Issuers, Employees, Subcontractors inclusive of their scope of work and their core resources, Training, Plant, Vehicles, Equipment
- 4. Materials,
 Temporary Materials, Permanent Materials
- 5. Categories of Work
- 6. Implementation of Health and Safety Plan,
 Administrative systems, Training, Reporting, Monitoring, Inspections
- 7. Auditing,
 Internal audits of subcontractors and follow-up audits
- 8. Emergency procedures and response
- 9. Trainings
 HIV/Aids, Induction of employees and Visitors

5 RISK ASSESSMENT

5.1 General

This section of the specification provides guidelines for the Contractor in preparation of risk assessments in order to ensure compliance with Regulation 9 of the Construction Regulations, 2014. This section highlights the principles related to the preparation of suitable and sufficient risk assessments. Contractor Staff intending to prepare risk assessments should be trained and suitably experienced in the application envisaged. The Contractor is to take into consideration the scope of works when compiling the risk assessment.

5.2 Updating of Risk Assessment

The Contractor is to update his risk assessment in accordance with any design changes and/or when he becomes aware of any issues that will affect the health and safety of his employees and others.

6 RESOURCES

6.1 General

In this section of his Health and Safety Plan, the Contractor will be required to state how he intends to comply with the requirements of the Occupational Health and Safety Act, 1993 and all its Regulations and related incorporated standards with regards to the resources and facilities intended for use on the temporary and permanent Works.

Contractor

Witness1

Witness2

Employer

Witness1

Witness2

6.2 Legal appointments

6.2.1 Inspectors, supervisors and Issuers

The Contractor shall provide in his Health and Safety Plan his intended Staffing Organogram for the Works. The organogram should include those inspectors, supervisors and issuers as envisaged in the Construction Regulations, 2014 required for the Works and any additional supervisory staff members as the Contractor (having taken the scope of the Works into account) considers necessary.

Copies of the supervisory staffs' curriculum vitae or portfolio of evidence and their appointment letters should be appended to the Contractor's Health and Safety Plan.

The Contractor's Health and Safety Plan should in addition cover at least the following aspects:

- a) The number of unskilled, semi-skilled and skilled (including Foreman, Charge hands, Artisans, Operators, Drivers, Clerks, Store man and Team Leaders) employees he intends employing on the Works,
- b) The health and safety training to be provided to the Contractor's employees,
- c) The programme of the health and safety training,
- d) Systems for the review of the effectiveness of the training provided, and
- e) Systems to determine further training requirements throughout the construction period.

The Contractor shall ensure that he includes in his Health and Safety Plan the appointment letters for all his inspectors, supervisors and issuers appointed for the Works.

6.2.2 Subcontractors

The Contractor shall with reference to the use of subcontractors on the Works and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- a) The steps intended to ensure that his Subcontractors prepare, implement and maintain Health and Safety Plans,
- b) How health and safety information will be made available to his Subcontractors when changes are brought about to the design,
- c) How he intends determining that his Subcontractors are registered and in good standing with the compensation fund or with a licensed compensation insurer prior to the commencement of the Works,
- d) How he intends determining if his Subcontractors have made provision in their tenders for the cost of health and safety measures during the construction of the Works,
- e) How he intends satisfying himself on the competencies and resources of Subcontractors he intends appointing, and
- f) How he intends ensuring that his Subcontractors perform risk assessments prior to commencing their respective portions of the Works.

6.2.3 Competencies

The Contractor shall establish if a person is competent to perform a certain duty or be appointed in a certain capacity by requesting all candidates to supply the required certificates

Contractor	Witness1	Witness2	Employer	Witness1	Witness2

of competency. Where certificates of competencies cannot be delivered, the Contractor shall request a portfolio of evidence from the respective candidates.

Contractors should do enquiries at the South African Qualifications Authority (SAQA) relating to the qualifications required for appointment of competent persons.

6.3 Plant, Vehicles and Equipment

The following plant, vehicles and equipment is relevant:

- i) Construction vehicles and mobile plant and Machinery on construction sites, Ladders, Personal Safety Equipment and Facilities, First Aid, Emergency Equipment and Procedures

The Contractor shall cover at least the following matters in his Health and Safety Plan:

- ii) How he intends complying,
 - o What systems he intends using to ensure the safety,
 - o What tests will be performed to establish the safety,
 - o How he intends maintaining plant, vehicles and equipment, and
 - o How he will document compliance.

7 MATERIALS

7.1 General

In this section of his Health and Safety Plan, the Contractor will be required to state how he intends to comply with the requirements of the Occupational Health and Safety Act, 1993 and all its regulations and related incorporated standards with regards to the design, supply, storage and erection of materials used for the temporary and permanent Works.

The following shall be discussed in detailed:

- i) Use and temporary storage of flammable liquids on construction sites Stacking and storage

8 CATEGORIES OF WORK

In this section of his Health and Safety Plan, the Contractor will be required to state how he intends to comply with the requirements of the Occupational Health and Safety Act, 1993 and all its regulations and related incorporated standards with regards to the execution of the following categories of work.

The Contractor shall, without limiting his obligations, cover at least the following matters in his Health and Safety Plan under this category of work:

8.1 Construction welfare facilities

Contractors will be required to adhere to Regulation 28: Construction Welfare Facilities.

Contractor	Witness1	Witness2	Employer	Witness1	Witness2

This regulation must be read in conjunction with the provisions of the Facilities Regulations, 1990 (as amended) and SANS 0400.

The Contractor must discuss the following in detail in his safety plan:

- i) How will the Contractor establish the number of facilities required for employees to shower, change, eat and attend to sanitary needs
- ii) What measures will the employer take to house employees on site who lives far from their residences or for the provision of transport

8.2 Environmental regulations for workplaces

The Contractor shall comply with the Environmental Regulations for Workplaces, 1987, and shall address the following aspects as described in the regulations in his Health and Safety plan:

- i) Thermal requirements, Lighting, Windows, Ventilation, Housekeeping, Noise and hearing conservation and Fire precautions and means of egress.

8.3 Housekeeping on construction sites

Contractors will be required to adhere to Construction Regulation 27: Housekeeping on construction sites.

This regulation must be read in conjunction with the provisions of the Environmental Regulations for Workplaces, 1987 (as amended).

The Contractor must discuss the following in detail in his safety plan:

- o How will contractors ensure the neatness of construction sites?
- o What measures does the Contractor envisage to Store and/or stack materials, remove debris from site, prevent unauthorized entrance to the site, protect employees or passers-by from falling objects

8.4 Fire precaution on construction sites

Contractors will be required to adhere to Construction Regulation 29: Fire precautions on construction sites.

This regulation must be read in conjunction with the provisions of the Environmental Regulations for Workplaces, 1987 (as amended).

The Contractor must discuss the following in detail in his safety plan:

- o How the Contractor will minimize the risk of fire on the site
- o How the Contractor will identify potential fire hazards
- o What prohibitions the Contractor will implement to manage risk areas
- o How many employees the Contractor will train in fire fighting
- o What organization the Contractor envisage to combat fires on sites
- o What precautions and procedures will be followed to evacuate employees in the case of a fire

8.5 Watching, barricading and lighting

Contractor	Witness1	Witness2	Employer	Witness1	Witness2

The Contractor must discuss the following in detail in his safety plan in respect of any excavation or other dangerous activity adjacent to public roads and thoroughfares:

- o High visibility snow netting shall be used at all times,
- o Type and spacing of warning lights and warning signs, flagmen and
- o Control systems and personnel, he intends employing to ensure that the above items are maintained.

9 IMPLEMENTATION OF CONTRACTOR'S HEALTH AND SAFETY PLAN

9.1 General

The Contractor shall describe in his Health and Safety Plan how he intends implementing his plan.

The Contractor shall indicate the methods he intends using to ensure accurate record keeping of all critical elements identified in his risk assessment and covered in his Health and Safety Plan.

The Contractor shall indicate how internal audits will be carried out, how shortcomings will be addressed, how he intends to review the safety plans, how he would train staff and how he would implement the findings and recommendations of internal audits or inputs of employees.

9.2 Administrative Systems

The Contractor shall comply with Section 9 of the General Administrative Regulations, 1996. The Contractor's administrative system shall without limiting his obligations, cover the following:

- i) Upkeep of a safety file on site,
- ii) Maintenance of his Health and Safety plan,
- iii) Procedures to follow for the appointment of competent persons,
- iv) Application for notification,
- v) Procedures to follow for notifications,
- vi) Injury on duty [IOD] administration,
- vii) Recording of minutes of safety meetings,
- viii) Recording of checklists,
- ix) Safe keeping of checklists, and
- x) Internal audits.

The Contractor shall in particular ensure that at least one copy of the Occupational Health and Safety Act, 1993.

9.3 Reporting Systems

The Contractor shall comply with Section 9 of the General Administrative Regulations, 1996 and shall in particular (in accordance with section 12) furnish an inspector with information relating to health and safety on the construction site, when requested to do so.

Contractor	Witness1	Witness2	Employer	Witness1	Witness2

The Contractor shall notify the Employer of any investigations, complaint or criminal charge which may arise as a consequence of the provision of the Occupational Health and Safety Act, 1993 and its Regulations, pursuant to work performed in terms of this Contract.

9.4 Training

The Contractor shall train all his employees in accordance with the requirements of section 13 of the Occupational Health and Safety Act, 1993. The Contractor shall ensure that every employee is informed of the following:

- i) The hazards of any work he has to perform or plant machinery or equipment he is permitted to use,
- ii) Training (toolbox talks) shall be conducted weekly, and/or HIV/Training shall be conducted
- iii) The precautionary measures which should be taken regarding the above.

The Contractor shall, without limiting his obligations, indicate in his Health and Safety Plan how he intends: o Identifying the training needs of the personnel he intends employing, and o Implementing the training identified.

9.5 Inspections and Monitoring

The Contractor shall be required to inspect each workplace prior to works commencing to ensure that all protective equipment is in place and that by entering the workplace no person will be exposed to any hazard which could affect his health or safety. The Contractor shall without limiting his obligations, indicate the following in his Health and Safety Plan:

- i) The inspection and monitoring procedures he intends employing to determine the safety of workplaces, and
- ii) Who will be responsible for the checking of each workplace at the commencement of each shift?

The Contractor shall include in his Health and safety Plan all the checklists he intends using during the inspection and monitoring of the implementation of his Health and Safety Plan.

The Contractor can expect inspections of the works by any of the following parties: o The Employer or his Safety Agent, or o The designated officer serving in the Department of Labour and appointed by the Minister as chief inspector or his representative.

In addition to site inspections performed by the Employer or his safety agent they shall also do audits and asses the safety situation at the works and investigate incidents. Follow-up inspections will be performed to ensure compliance to recommendations done.

Contractor	Witness1	Witness2	Employer	Witness1	Witness2

10 AUDITING

10.1 Internal Audits

The audits contemplated in regulation 5(1)(d) of the Construction Regulations,2014 will be carried out by the Employer or his appointed Safety Agent.

The intervals for the audits shall be agreed between the Contractor and the Employer or his Safety Agent during the preparation of the Contractor’s Health and Safety Plan, but shall be carried out at least once every month or at such shorter interval that an inspector may require. The Employer or his Safety Agent shall provide at least 24 hours notice prior to the conducting of an audit.

The findings of each audit will be made known to the Contractor and the Employer in a report prepared by the Employer or his Safety Agent and will be submitted to all parties within seven working days of the respective audit being completed. Any shortfalls identified will be documented in the audit report together with the Contractor’s proposals to rectify the same. All audit reports will be filed in the Health and Safety File.

A date for a follow up audit will be negotiated with the Contractor to verify the implementation of all actions to rectify shortfalls as identified in the audit report.

The Principal Contractor will ensure that the same arrangement detailed above be implemented with his Contractors to ensure his compliance with the Construction Regulations.

10.2 Audits by Employer or Safety Agent

The Employer or Safety Agent will be entitled to carry out additional audits or follow-up audits, as the case may be, at any time during the construction period provided that: o The audit or follow-up audit are carried out during ordinary working hours, and o The Employer or Safety Agent gives the Contractor at least 24 hours’ notice of his intention to carry out such audits.

The Principal Contractor’s employees indicated in Section 9.1 will be present during any audit carried out by the Employer or his Safety Agent.

11 MEASUREMENT AND PAYMENT

11.1 Measurement and Payment

The scheduled items for health and safety will be included in the preliminary and general section of the schedule of quantities.

The Principal Contractor shall price all items scheduled in this section of the schedule of quantities to enable the Employer to comply with Construction Regulations, 2014. Failure by the Contractor to price these items will force the Employer to reject the Contractor’s tender in term of the Construction Regulations, 2014.

Payment for the scheduled items will be in terms of clause 8.2 of SABS 1200 A.

Contractor	Witness1	Witness2	Employer	Witness1	Witness2

11.2 Scheduled Items

11.2.1 General

The maintenance of safe work practice at all times and in all sections of the execution of the works is embedded in the day to day site activities of all the Contractor's management, staff and workforce on the contract.

However, the introduction of the Construction Regulations in 2014 requires from the Employer to ensure that the Principal Contractor has made adequate provision for the execution of the works within the specifications of said regulations. The following minimum pricing is taken into consideration:

- i) It must be noted that the lists below are not exhaustive and that many items have been traditionally priced by the Contractor as an integral part of his Preliminary and General items or as part of the overhead costs of other items. The tender document, although not detailed with regards the Construction Regulations, requires that the Contractor ensures adherence to the Occupational Health and Safety Act (Act 85 of 1993) the Construction Regulations, 2014.

11.2.2 Fixed-Charge Items

- a) Compliance with the Occupational Health and Safety Act (Act 85 of 1993) and its regulations and with the Employer's Health and Safety Specification

Allowance for Contractor's initial obligations in respect of the OHS Act and Construction Regulations

Sum

Allowance for Compilation and Submission of the Health and Safety File

Sum

Personal protective clothing and equipment

Sum

Fences, signs and barricades

Sum

Medical Certification of Employees

Item

11.2.3 Time-related Items

- a) Compliance with the Occupational Health and Safety Act (Act 85 of 1993) and its regulations and with the Employer's Health and Safety Specification

Allowance for Contractor's time related obligations in respect of the OHS Act and Construction Regulations

Contractor

Witness1

Witness2

Employer

Witness1

Witness2

Sum

Allowance for provision of full time Construction Safety Officer.....
Sum

Allowance for provision of a Level 2 First Aider per construction site
Sum

Allowance for the upkeep of the Health and Safety File
Sum

Health and Safety training as required
Sum

The time related item shall include but shall not be limited to the following:

- i) The employment cost of all health and safety personnel including consultants, health and safety officers, inspectors, supervisors and issuers required in terms of the Contractor's Health and Safety Plan,
- ii) Updating the Health and Safety Plan as needed,
- iii) Carrying out of periodic own audits and follow-up audits,
- iv) Compiling ongoing risk assessments and risk assessment reports as required by the Works,
- v) Convening of regular safety meetings with the Safety Representatives,
- vi) Accompanying and supporting the Employer or his Safety Agent during ad hoc audits,
- vii) Compilation of monthly safety reports and statistics for the Employer or his Safety Agent,
- viii) Implementation and maintenance of Training
- ix) Maintenance of personal protective clothing and equipment
- x) Maintenance of fences, signs and barricades
- xi) Implementation and maintenance of safety administration
- xii) Other Health and Safety Time-related Obligations

ANNEXURE A1: IDENTIFIED HEALTH AND SAFETY HAZARDS

In terms of Regulation 5 of the Construction Regulations 2014 the hazards with the scope of work must be identified.

NOTE:

It remains the responsibility of the Contractor to identify all possible hazards with regards to his scope of work and to put measures in place to mitigate, reduce or control these hazards. The table below shall be used;

Contractor	Witness1	Witness2	Employer	Witness1	Witness2

ACTIVITY/TASK	POTENTIAL HAZARD
	•
	•
	•
	•
	•
	•

ANNEXURE A2: NON-CONFORMANCES AND PENALTIES

Should, at any time, the works, or part of the works, be stopped due to unsafe acts or noncompliance with the Clients specifications or PCs H&S Plan; neither the Principal Contractor nor any other Contractor shall have a claim for extension of time or any other compensation.

The following constitute the types of non-conformances that will attract penalties:

Minor: Fine: R100/count	Medium: Fine: R500/count and a nonconformance	Severe Fine: R5000/count, a nonconformance and/or activity stoppage
Non-use of PPE supplied	Toilets not supplied or regularly serviced; lack of drinking water	Contractors working without Health and Safety Plan approval
Non-completion of registers for plant and equipment on site	Contractors not audited	Workers transported in contravention of the OHS plan or legal requirements
Lack of H&S signage at work areas	Working without training or the appropriate H&S method statements	Invalid Letters of Good Standing

Contractor

Witness1

Witness2

Employer

Witness1

Witness2

Tools and equipment identified in poor condition during inspections	Legal non-conformances identified during the previous audit and not addressed within the agreed time frame	Noncompliance with traffic accommodation requirements: layout or physical conditions
	No monthly OHS report at site meeting to report on	Fall protection harness not tied off/ not worn
	No certificates of fitness for workers as required	Any breach of legal requirements
	Working without approved method statements	
	Item not attended to as identified in audit report – first transgression	Item not attended to as identified in the audit report – second transgression

Failure or refusal on the part of the contractor to take the necessary steps to ensure the safety of workers and other person involved in accordance with these specifications, the OHS Act and the regulations shall be sufficient cause to apply the above penalties.

Contractor

Witness1

Witness2

Employer

Witness1

Witness2

BASELINE HAZARD IDENTIFICATION AND RISK ASSESSMENT

Project / Construction Site & Exact Location of the Work Performed	CONSTRUCTION OF ACCESS ROADS & REHABILITATION OF STORMWATER STRUCTURES AT MKHAMBATHI NATURE RESERVE			
		Next Review Date	Approved by	

S/N	Work Activity	Hazard	Consequential Risk/Possible Accident/ill health to persons,for fire or property loss	Existing Risk Control	Severity	Likelihood	RPN
1	Gaining access to site	Restricted access to site Parking and or delivery areas	Damages to private vehicles , Construction vehicles and or mobile plant ,delivery vehicles	Proper layout of site by Construction Manager,taking into consideration all transport plant and material movements and storage on site.Construction Manager to check layout Drawing to compare with the requirements of the OHS Act and other relevant regulations.	3	1	3
2	Bulk diesel storage	Lack of or failure to implement fire prevention measures.Uninforme d workers and visitors	Risk of fire,explosions resulting to burns to the body or even multiple fatalities. Fire spreading to adjacent structures.Serious damages to property	Diesel tanks to be a distance of 10 meters away from any structure and parking areas.A slab with a bund wall capable of carrying 110% of the tank capacities must be constructed for the tanks to stand in.Induction of workers an visitors HCS supervisor / Controller to be designated in writing	5	2	10
3	Storage of flammable	Unsafe storage of flammables	Risk of fire , explosions resulting to burns to the body or even multiple fatalities. Fire spreading to adjacent structures. Serious damages to property	Flammable store to be well ventilated and fitted with a roof to protect from direct exposure to sunlight HCS Supervisor / controller to be designated in writing. Induction of workers and visitors	5	2	10

4	Temporary electrical installations	Incompetent / unregistered electricians. Incorrect / unsafe installations. Damaged cables.Exposed wires	Electrocution, fires serious damages to property. Serious injuries, possible fatalities	Installation to be done by a competent registered electrician or electrical contractor.Electrical installation inspector to be designated in writing.	4	2	8
5	Site security and security fencing	Lack or absence of access control. Inadequate security fence.	Uncontrolled access to construction site.Injury to persons,theft / property loss.	Security guards to be appointed to keep watch.Security fencing to be a minimum height of 1.8 meter around site area together with two double gates. Symbolic safety signage.	3	4	12
6	Availability of basic facilities and emergency services / equipment .	Not having the essential services at hand.	Worsening of first aid injuries.Detreatment health to employees spread of fires.	Services to be available during site establishment. Fire extinguisher equipment First aid boxes Drinking water Toilets	4	3	12
7	Public Safety	Not informing employees and public what the site rules are.	Injuries to persons and / the public liability / court claims	Induction of workers and visitors	4	4	18
8	Designation of laydown areas	With inadequate space various materials will be stacked on top of each other causing unstable stacks	Unstable stacks of materials may fall onto persons resulting in serious injuries / even fatality	Laydown areas to be sufficient in size.Timber poles and / other suitable base material to be available to stack materials on.Laydown areas to be firm level ground.	5	3	15
9	Condition of ablution facilities	Unclean ablution facilities.Non – ventilated ablution facilities	Possible health problems due to propagation of germs	Toilets are to be well ventilated and kept clean at all times.Water for washing of hands to be readily available	3	3	9
10	Emergency procedures	Not having or knowing what the emergency procedures are.	Not adhering to written procedures may result in worsening of injuries or even death.Delayed arrival of ambulance on site could cause injuries to die.	Construction Supervisor are to be aware of emergency procedures to be followed,if and when required.	5	3	15
11	Personal Protective Equipment	Tools and flying foreign objects,Employees	Injury to hands,feet and other parts of the body.	Always use the correct personal protective equipment suitable for the type of tool being used or job being done.Construction	3	4	12

		not wearing suitable PPE.		Manager and Safety Officer to ensure continued availability of PPE.				
12	Use of Hand Tools	Incorrect use of hand tool	Injuries to hands, feet and other parts of the body.	Always use the right tool for the job. All employees are to be properly trained on safe use of hand tools.	3	2	6	
13	Use of Hand Tools	Working in close proximity to each other.	Workers hitting each other with tools resulting in serious injuries.	Induct all employees to take care of their health and safety and others working in the areas. All employees are to be properly trained on safe use of hand tools.	3	2	6	
14	Condition of hand tools	Substandard tools mushroom heads (chisel) Broken handles, blunt ends, etc	Injury to hands, feet and other parts of the body	Tools must be maintained on a regular basis. Supervisor must ensure all tools are kept safe. Hand tools inspector to be designated in writing	3	4	12	
15	Care and storage of hand tools	Incorrect storage of hand tools not being cleaned.	Excessive dirt on tools may cause damage to property. Tools lying around causing tripping hazards resulting in injuries to hands and other part of the body	Always keep tools clean and store safely after use. Employees to be inducted regarding care and safe storage of hand tools	2	3	6	
16	Using a pick and a shovel to excavate	Unsafe use of pick or a shovel	Injury to employees.	Induct employees on a safe working procedures. Supervisor and charge hand to control. Toolbox talks	2	3	6	
17	Using a pick and a shovel to excavate	Defective tools	Injury to employees.	All tools to be inspected before use and defective tools are to be quarantined or discarded. Hand tool inspector to be designated in writing	2	3	6	
18	Using a pick and a shovel to excavate	Excessive dust	Prolong exposure may cause chest irritation and / lung disease	Implementation of dust control measures such as water spraying area. Employees to wear suitable PPE including dust mask.	3	2	6	
19	Using a pick and a shovel to excavate	Unstable/ loose material may cause unsafe condition	Injury to employees and damages to excavation	Check sides of excavation Supervisor to inspect sides on regular basis. Supervisor and charge hand to control and monitor	2	1	2	

20	Using pick and a shovel to excavate	Materials placed on sides of excavations	Material falling onto employees when working inside the excavation causing serious injuries	Excavated material to be placed away from sides of excavation. Employees to be instructed not to place loose soil on edge of the excavation. Supervisor and charge hand to control and monitor	3	2	6
21	Using a pick and a shovel to excavate	Not providing a ladder or access ramp for easy access and / or egress	Employees not able to enter or exit the excavation safely resulting in muscle strains. Employees not able to exit the excavation in case of emergency resulting in serious injuries or even fatality	All excavations deeper than 1.5m must have an access ladder or access ramp available for employees to get into and out of the excavation safely. Supervisors to ensure employees are given safe and convenient means of access to excavation. Toolbox talks to be conducted	4	1	4
22	Using a pick and a shovel to excavate	No shoring of excavations. Unprotected excavation	Sides collapsing and causing serious injuries or even fatality. Persons falling into unprotected excavations resulting in serious injuries.	Sides of excavation to be shored and barricaded immediately. Put adequate shoring and strong physical barricades in place immediately, if needed	5	2	10
23	Safeguarding of open trenches 0-1.0 m Depth	Unprotected open excavations	Pedestrians falling into excavations may cause serious injuries	In open areas of low pedestrian traffic, wire/ fence with hazard tape to be used for barricading. Supervisor to monitor daily	3	2	6
24		Unprotected open excavations	Vehicles driving into excavations resulting in damage to property and or serious injuries	In open areas of low vehicle traffic wire/ fence with hazard tape to be used for barricading. Supervisor to monitor daily.	3	2	6
25		Unprotected open excavations	Livestock falling in and or getting stuck causing serious injuries to livestock	In open areas of low pedestrian / animal traffic, wire/ fence with hazard tape to be used for barricading. Supervisor to monitor daily	3	2	6
26		Excessive noise defective silencer	Prolonged exposure to noise exceeding 85dBA for an 8 hour long shift may cause damage to ears or impaired hearing.	Check licencers. Barrier walls to be created where deemed necessary. Noise survey to be conducted and noise zones established	4	3	12

27	Mixing of concrete by hand	Unsafe use of hand tools	Injury to employees	Training on safe use of hand tools to be provided to team.Supervisor to monitor and control.Employees to use suitable PPE.	2	2	4
28		Defective Tools	Injury to employees	All tools to be inspected before use and defective tools are to be quarantined or disarded. Hand tool inspector to be designated in writing.	2	3	6
29		Coming into contact with cement / wet concrete	Skin irritation	Use of suitable PPE e.i Safety gloves,overalls.	2	2	4
30		Excessive dust	Prolonged exposure may cause chest irritation and / lung diseases	Implementation of dust control measures such as water spraying the area.Employees to wear suitable PPE including dust mask.	3	2	6
31	Laying of pavers to wall	Faulty hand tool,poor stacking of material, not using correct PPE	Poor quality of work.	Use of correct PPE.	4	3	12
32	Cleaning up of work area (house keeping)	Rubble ,bricks and tools lying around site working areas	People could trip and fall resulting into bruises ,cuts scratches and fractures when falling over object	Working areas to be cleaned at all times	3	4	12
33	Wild animals	Wild animals roaming about	Employees may encounter wild animals moving around	Induction on how to behave around animals,daily risk assessment trainings,emergency procedures training on how to handle and working cautiously around the areas.Signage of all animals that are in the nature reserve,also to be pasted in the construction vehicles on site.First aid box and traing on how to render first aid.	5	4	12
34	Snakes	Snakes may be prevalent as the area is a nature reserve	Employees may be at risk of being bitten by snakes which sometimes may be venomous.	Workers to be inducted regarding snake bites.Snage in construction vehicles.First aid kit and a quqlified first aider on site for emergencies.	5	3	15

35	Bees	Bees are common encounter in a nature reserve	Workers may be allergic to bee stings	Information must be obtained from workers regarding allergies.First aider should be available on site at all time for emergencies.First aid kit should be on site always.	5	4	12
COMPILED BY Name:P Kabiti Signature Date				APPROVED BY Name: Signature Date			
AUTHORISED BY (Client Agent) Name: Signature Date							

C.3.3.3 ENVIRONMENTAL SPECIFICATION

ENVIRONMENTAL MANAGEMENT SPECS FOR MKAMBATI REHABILITATION PROJECT

The primary objectives of this Environmental Management Specs document are to:

- ✓ Outline environmental protection measures to be followed during construction/upgrade of these tourism trails and office block.
- ✓ Ensure that commitments to minimise environmental effects are met;
- ✓ Ensure compliance with regulatory authority stipulations and guidelines which may be local, provincial, national and/or international;
- ✓ Verify environmental performance through information on impacts as they occur;
- ✓ Respond to unforeseen events;
- ✓ Provide feedback for continual improvement in environmental performance;
- ✓ Identify a range of mitigation measures that could reduce and mitigate the potential impacts to minimal or insignificant levels;
- ✓ Detail specific actions deemed necessary to assist in mitigating the environmental impact of the project;
- ✓ Identify measures that could optimize beneficial impacts;
- ✓ Create management structures that address the concerns and complaints of Interested & Affected Parties with regards to the development;
- ✓ Establish a method of monitoring and auditing environmental management practices during all phases of the activity;
- ✓ Ensure that safety recommendations are complied with;
- ✓ Specify periods within which the measures contemplated in the final environmental management programme must be implemented, where appropriate;
- ✓ Provide a reference document for personnel when planning and/or conducting specific activities;
- ✓ Provide contingency plans for accidental events;

What the contractor is expected to do during the development life span

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Throughout the development's lifespan, the developer will be required to develop and maintain a Quality Management System—designed to ensure that best management practices are implemented on day-to-day management on site. Such a QMS should at least include the following information:

- ✓ Location and extent of associated infrastructure;
- ✓ Associated activities, such as the transportation of people and equipment;
- ✓ Materials and equipment to be used;
- ✓ Management actions on environmental related issues during the project lifecycle;
- ✓ Emergency /disaster incident and reaction procedures; and
- ✓ Rehabilitation procedures for the impacted environment.
- ✓ Appointment of onsite Environmental Compliance Officer (ECO)/Environmental Officer (EO).
- ✓ The appointed ECO/EO should continuously assessment and facilitates proactive management of the environmental issues so that mitigation measures can then be successfully implemented on an ongoing basis to keep environmental indicators within their target thresholds.
- ✓ Regular auditing of environmental performance by the ECO/EO should be prescribed to prove and preserve and enhance accountability.
- ✓ The assessments and monitoring of the results and findings of the regular audits must be documented within a reporting system.
- ✓ Precautionary mitigation measures and corrective actions will be prescribed and instructions will be given by the ECO/EO in order to implement these actions in the field.

Legislation

The Contractor shall comply with all South African national and provincial environmental legislation, including associated regulations and all local by-laws relevant to the project. Key legislation currently applicable to the design, construction and implementation phases of the project must be complied with. The list of applicable legislation provided below is intended to serve as a guideline only and is not exhaustive:

Legislation	Description
General	The Constitution of South Africa, 1996 (Act No. 108 of 1996)

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Environmental legislation	<ul style="list-style-type: none"> • National Environmental Management Act, 1998 (Act No. 107 of 1998). • Environmental Conservation Act, 1989 (Act No. 73 of 1989). • Environmental Impact Assessment Regulations
Land, soil and plants legislation	<ul style="list-style-type: none"> • Conservation of Agricultural Resources Act, 1983 (Act No. 43 of 1983). • National Forests Act, 1998 (Act No. 84 of 1998). • National Environmental Management: Biodiversity Act, 2004 (Act No. 10 of 2004). • National Veld and Forest Fire Act, 1998 (Act No. 101 of 1998)
Inland water resources legislation	<ul style="list-style-type: none"> • National Water Act, 1998 (Act No. 36 of 1998). • Water Services Act, 1997 (Act No. 108 of 1997)
Cultural and Heritage Resources legislation	<ul style="list-style-type: none"> • Natural Heritage Resources Act, 1999 (Act No. 25 of 1999)

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Animals' legislation	<ul style="list-style-type: none"> Animals Protection Act, 1962 (Act No. 71 of 1962). Agricultural Pests Act, 1983 (Act No. 36 of 1983).
Pollution control and waste management legislation	<ul style="list-style-type: none"> National Environmental Management: Waste Act, 2008 (Act No. 59 of 2008). White Paper on Integrated Pollution and Waste Management for South Africa
Traffic	<ul style="list-style-type: none"> National Roads Traffic Act 93 of 1996;
Air pollution legislation	<ul style="list-style-type: none"> National Environmental Management: Air Quality Act, 2004 (Act No. 39 of 2004) Atmospheric Pollution Prevention Act, 1965 (Act No. 45 of 1965)
Noise legislation	<ul style="list-style-type: none"> Noise Control Regulations GN R154 in Government Gazette No. 13717 of 10 January 1992. Roads Traffic Act, 1989 (Act No. 29 of 1989).

Labour recruitment

It is assumed that the Contractor will have previously appointed specialised permanent employees within his staff complement such as engineers to work on the proposed project. All additional employees are to be sourced from the local community i.e Mkambati community and the surrounding areas.

Roles and responsibilities

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The environmental management personnel are to be appointed to manage the environmental aspects of the construction phase will monitor and measure activities to guarantee that the desired outcomes of the Environmental Management Programme are reached. Once the activities are monitored and measured, corrective action must be taken where necessary. Any revisions of the EMPr must be approved by Afroteam Consultants' who will then obtain approval from the applicant and/or Competent Authority.

The roles of the individuals, relevant to the construction phase of the Mkambati proposed project, are briefly discussed under the following headings:

- ✓ Proponent (Project owner)
- ✓ Engineer
- ✓ Contractor
- ✓ Environmental Compliance Officer(ECO) /Environmental Officer(EO)

Proponent/Project owner

The will be responsible for the monitoring and implementation of the EMPr. A Contractor will be appointed to carry out the construction activities for the project and hence will be appointed to implement the proposed mitigation measures as well as to monitor and control the EMPr. However, if Mkhambati Nature Reserve appoints a Contractor to implement the project and hence implement the proposed mitigation measures documented in this EMP on their behalf, then the successful contractor's responsibilities are outlined in the section that follows.

Contractor

The Contractor is required to:

- ✓ Be fully conversant with the EMPr
- ✓ Provide information on previous environmental management experience and company environmental policy in terms of the relevant forms contained in the Contract Document.
- ✓ Supply method statements timeously for all activities requiring special attention as specified and/or requested by the Developer, Environmental Officer and/or Engineer during the duration of the Contract.
- ✓ Be conversant with the requirements of this environmental specification/ EMPr. Brief all his/ her staff about the requirements of the environmental specification;
- ✓ Comply with requirements of the Environmental Compliance Officer in terms of this specification and the project specification, as applicable, within the period specified.

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- ✓ Ensure any Sub-Contractors/Suppliers who are utilized within the context of the contract comply with the environmental requirements of the project, in terms of the specifications. The Contractor will be held responsible for non-compliance on their behalf.
- ✓ Bear the cost of any delays, with no extension of time granted, should he or his Sub-Contractors / Suppliers contravene the said specifications such that the Project Engineers order a suspension of work.
- ✓ The suspension will be enforced until the offending party/is, procedure, or equipment is corrected.
- ✓ Bear the costs of any damages/compensation resulting from non-adherence to the said specifications or written site instructions.
- ✓ Comply with all applicable legislation.
- ✓ Ensure that he informs the Project Engineer timeously of any foreseeable activities which will require input from the ECO/EO.
- ✓ The Contractor will conduct all activities in a manner that minimizes disturbance to the natural environment as well as directly affected residents and the public in general.
- ✓ Ensure that all third parties who carry out all or part of the Contractor's obligations under the Contract comply with the requirements of this EMPr;

Environmental Compliance Officer/Environmental Officer

Environmental Compliance Officer/Environmental Officer will be appointed by the Contractor to oversee and assess compliance during the construction phase of the project to ensure that all environmental specifications and EMPr requirements are met at all times. The ECO/EO will primarily be responsible for monitoring, reviewing and verifying the Contractor's compliance with the EMPr.

Duties of ECO/EO

- ✓ Monitoring and verifying that environmental impacts are avoided or kept to a minimum
- ✓ Reviewing and approving method statements, with input from the Resident Engineer
- ✓ Assisting the Contractor in finding suitable solutions to environmental issues
- ✓ Keeping records relating to the implementation of this EMPr
- ✓ Provide training and awareness, such as environmental induction and toolbox talks regularly

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- ✓ Presenting regular reports on the progress of implementation of the EMPr, compliance to the requirements of the EMPr and any environmental issues that need to be addressed
- ✓ Keeping a register of complaints and recording comments and issues made, and the actions taken in response to complaints.

N.B The ECO/EO must be fully conversant with the construction documents and environmental legislations. He/she must be well versed in environmental studies and construction processes.

Environmental Training by the contractor

NEMA makes provision that anyone who causes pollution or degradation of the environment is responsible for preventing impacts occurring, continuing or recurring and for the costs of repair of the environment. It is important to ensure that the Contractor has the appropriate level of environmental awareness and competence to ensure continued environmental due diligence and ongoing minimisation of environmental harm. Training needs should be identified based on the available and existing capacity of site personnel (including the Contractors and Sub-contractors) to undertake the required EMPr management actions and monitoring activities. All personnel must be adequately trained to perform their designated tasks to an acceptable standard.

The EMPr forms part of the formal site induction for all contractors, sub-contractors and casual labourers, preferably in their native language. The induction training will, as a minimum, include the following:

- ✓ The importance of conformance with all environmental policies;
- ✓ The environmental impacts, actual or potential, of their work activities;
- ✓ The environmental benefits of improved personal performance;
- ✓ Their roles and responsibilities in achieving conformance with the environmental policy and procedures and including emergency preparedness and response requirements; and the mitigation measures required to be implemented when carrying out their work activities
- ✓ All contractors, sub-contractors and casual labourers must acknowledge their understanding of the EMPr and environmental responsibilities by signing an induction attendance record.

What need to be done by the contractor during construction phase

- ✓ An appropriate accommodation of traffic plan must be included in the construction documentation to ensure that the impact of construction vehicles upon the traffic flow is mitigated.

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- ✓ Dust suppression measures shall be implemented (such as watering carts) and no unnecessary hooting or loud noises from the vehicles will be permitted.
- ✓ Access routes should be adequately maintained to avoid erosion and surface damage. Adequate stormwater controls should be implemented.
- ✓ Concrete barriers, signages are to direct traffic movements, and possible reduction of speed limits in construction zones.
- ✓ Noise levels should be monitored at all times to prevent hearing loss and scare animals - it is suggested that workers wear earmuffs or earplugs to shield their eardrums from high decibels.
- ✓ The Contractor shall be responsible for the management and monitoring of the storage and disposal of all hazardous chemicals or materials used or generated on the Construction Site. The storage, use and disposal of hazardous chemicals must be regularly checked by the ECO/EO.
- ✓ Only a **licensed** waste collection company will be permitted to collect and dispose of hazardous materials. Certificates of safe disposal should be obtained from the waste collection company every time hazardous waste is sent for disposal.
- ✓ Topsoil is to be treated with care and must not be buried or in any other way rendered unsuitable for further use. Adequate precautions must be taken to avoid unnecessary handling and compaction of the topsoil material. No vehicles may drive over topsoil stockpiles. Topsoil from different soil types must be stockpiled separately and replaced in the same areas from which they were stripped.

If invasive or exotic plant species or broadleaf weeds emerge on the topsoil stockpiles, the Contractor must arrange for the removal thereof. If topsoil stock-piles are to be stored for long periods (especially during wet seasons), the ECO/EO may recommend one or more of the following:

- ✓ The re-vegetation of topsoil stockpiles with indigenous grasses
- ✓ The covering of topsoil stockpiles with protective materials e.g., hessian mats
- ✓ Excess topsoil shall be used for rehabilitation and landscaping purposes before the completion date of the contract.

Waste management

Descriptions of the types of waste that will originate from the different construction activities are as follows:

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- ✓ Earthworks Waste: It is anticipated that earth from the construction platforms will be used in the landscaping of the site and earth that will not be used will be stored at the spoil sites
- ✓ Construction Waste: Due to the high cost of materials used, it is anticipated that there will be very little waste
- ✓ Other waste could include small volumes of concrete and concrete aggregate
- ✓ Infrastructure Waste: Small amounts of concrete and asphalt will result from the construction of stormwater drainage measures, etc.

It should be noted that there will be small amounts of waste that cannot be recycled and must be stored and disposed of accordingly.

It will be the responsibility of the Contractor to ensure the waste materials generated from construction are transported to their on-site waste storage areas. These materials must be stored in areas specified and demarcated by the ECO/EO.

All solid waste materials must be collected regularly (at least weekly) and disposed of at approved landfill sites. The disposal of materials must be monitored and recorded by the ECO/EO. The burning and on-site disposal of waste is prohibited. A licensed waste management company must be appointed to collect solid waste materials regularly. Any vehicle transporting the waste, either to the storage area or from the storage area to the landfill site, must be covered with tarpaulins.

The Contractor must provide sufficient bins with lids on-site in which to store the solid waste produced daily. Bins shall not be allowed to become overfull. Alternatively, use must be made of waste skips or waste cages located at adequate intervals on-site and that is to be emptied as soon as they are full. Waste skips and cages must be covered with shade cloth to prevent redistribution of the waste in high wind conditions.

The contractor should ensure that recyclables are stored separately on their site camps and recycled (wherever possible). The materials that can be recycled include paper, cardboard, plastic, glass, metals, concrete, etc. In addition, chemical toilets should be provided and serviced by a reputable service provider at the cost of the Contractor. All staff will adhere to regulations stipulated and controlled by the ECO/EO, e.g., areas to be kept clean and no wasting of water will be permitted. All temporary/portable toilets shall be secured to the ground to the satisfaction of the ECO/EO to prevent them from toppling over due to wind or any other cause. The facilities will be maintained in a hygienic condition and serviced regularly. Sufficient toilet paper will be provided. Any discharge of waste from the facilities is strictly prohibited.

Wastewater management

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The Contractor must take reasonable precautions to prevent the pollution of groundwater resources on the site as a result of the construction activities.

The Contractor must immediately notify the ECO/EO of any pollution incidents on site.

No spills may be allowed to be hosed down into a stormwater drain or the natural environment. All contaminated soil, for example from leaking machines, must be excavated to the depth of contaminant penetration, placed in appropriate drums and removed to an approved landfill site.

Cement and concrete batching

- ✓ Concrete shall not be mixed directly on the ground. The batching activity shall be located in an area of low environmental sensitivity to be identified and approved by the ECO/EO.
- ✓ Unused cement bags shall be stored in a secure weather-proof location (e.g. site container). Use mortar boards / mixing trays and plaster catch boards at mixing and supply points.
- ✓ Empty cement bags shall be collected from the working areas at the end of every day and stored in a wind-proof container, and be disposed of regularly.
- ✓ It is recommended that the permitted location of the batching plant (including the location of the cement stores and sand and aggregate stockpiles) shall be indicated on the site layout plan and approved by the ECO/EO.
- ✓ Waste concrete and cement sludge must be scraped off the side of the batching plant regularly and disposed of appropriately.

Excavations

Excavations for services shall be undertaken according to project engineers' specifications with the following environmental extensions where applicable:

- The trench routes and associated working areas must be demarcated before excavation takes place.
- Trench lengths shall be kept as short as practically possible before backfilling and compacting. Excavations should be opened and closed on the same day.

Erosion

The Contractor shall, as an ongoing exercise, implement erosion and sedimentation control measures to the satisfaction of the ECO/EO such as listed below;

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- ✓ During construction, the Contractor shall protect all areas susceptible to erosion by installing necessary temporary and permanent drainable works as soon as possible and by taking any other measures necessary to prevent stormwater from scouring slopes, banks, etc.
- ✓ The use of water on the site (especially at concrete batching plants and where large water bowsers are used) must be carefully monitored to ensure that erosion on slopes does not take place.
- ✓ Any erosion channels developed during the construction period shall be backfilled and compacted and the areas restored to a proper condition. The necessary compaction of the replaced sand/soil over trenches must be undertaken.
- ✓ Brushwood removed from excavations should be replaced over the disturbed area to prevent wind and water erosion and facilitate the rehabilitation process.
- ✓ An Anti-erosion compound must consist of organic or inorganic material such that soil particles are bound together and such that dust and erosion are suppressed. The material used must be able to ensure that grass and seeds germinate and thus enable growth.
- ✓ Traffic and movement over stabilised areas should be restricted and controlled, and damage to stabilised areas shall be immediately repaired and maintained to the satisfaction of the ECO/EO.

Paleontological, cultural and heritage resources protection

If any archaeological or paleontological remains or artefacts are discovered on site, the ECO/EO must be informed immediately to ensure that no damage or destruction to these remains or artefacts occurs. All construction activities, as well as operational activities, occurring on the site, will then have to immediately cease until further notice. **SAHRA** must be notified and must then investigate the finding.

Protection of fauna and flora species

- ✓ The construction areas, as well as surroundings, should be kept free from alien and invasive floral species to ensure these species do not spread to surrounding areas and ultimately hamper the re-establishment of natural vegetation.
- ✓ Each construction zone should be demarcated before the commencement of construction activities to ensure that activities do not unduly disturb areas outside of the construction area. Areas to be cleared of vegetation/grass will need to be demarcated.

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- ✓ All informal fires on the property shall be prohibited specifically during the construction, operational and rehabilitation phases of the proposed development.
- ✓ The feeding of any animals is prohibited. No food or food products (including waste) may be stored in such a way as to attract scavengers.
- ✓ No domestic pets are permitted on site.
- ✓ Fencing off of any indigenous vegetation or habitats that may occur on the site.

Noise prevention by the contractor

- ✓ The Contractor must take reasonable steps to ensure that noise-generating activities are kept to a minimum. Construction processes and machinery/vehicles with the lowest noise emission values available should be used and machinery must undergo regular maintenance.
- ✓ Working hours shall not be exceeded without the express permission of the authorities. All construction activities should be undertaken according to daylight working hours between the hours of **07:00 – 17:00** on weekdays and **7:30 – 13:00** on Saturdays and no construction activities may be undertaken on Sundays.
- ✓ Adjacent landowners (if there are any) are to be notified if any after-hours construction work is to take place. If any noise complaints are received, they must be dealt with in a practical and timely manner. Where complaints cannot be addressed to the satisfaction of all parties, the Contractor must (if instructed by the Project Manager) provide an independent, registered Noise Monitor to undertake a noise survey and provide recommendations to reduce noise levels.
- ✓ No sound amplification equipment (hooters, loud music, speakers, sirens etc.) is to be used, unless in the case of an emergency.

The sound system must be tested before events to ensure that sound levels are high enough to be heard within the property with as little impact on the surrounding community as possible.

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C3.4.1 LOCALITY PLAN

C4.1 SITE INFORMATION

1. SITE INSPECTION

In terms of the Standard Conditions of Tender and the Tender Data, the Contractor is to attend compulsory visit to the site and a clarification meeting on the date and time as stipulated in the Tender Notice and Invitation to Tender.

In this regard, the contractor shall be deemed to have inspected and examined the site and its surroundings, have gathered the information available in connection therewith and have satisfied himself before submitting his tender (as far as is practicable) as to:

- The form and nature of the site and its surrounding, including subsurface conditions,
- The hydrological and climatic conditions,
- The extent and nature of the work and materials necessary for the execution and completion of the Works, and
- The means of access to the site and the accommodation he may require.

No subsequent claims by the Contractor arising from lack of knowledge of perceptible conditions on the site or its surroundings or of available information shall be entertained.

2. GEOLOGY, SITE CONDITIONS

Geotechnical report and results are attached to this contract document. Contractor is to read and understand the geotechnical report in order to consider the geological conditions of the site during pricing.

The Mkambati Nature Reserve is located 30kilometres north east of Port Edward and 59 kilometres to the south east of Port St Johns in the Eastern Cape. The locality map of project site is shown in Figure 1 below:



Figure 1: Map showing Project Site at Mkambati Nature Reserve

C3.57

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C4.13

C3.4.2 TENDER DRAWINGS

See attached

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Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

C3.4.3

CONTRACT BOARD LAYOUT DETAIL

Contract Board layout details to be provided after award of contract.

C4 SITE INFORMATION

C4.1 GEOTECHNICAL INFORMATION OF SITE

Geotechnical report and results are attached to this contract document. Contractor is to read and understand the geotechnical report in order to consider the geological conditions of the site during pricing.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2