



PORT ST JOHNS LOCAL MUNICIPALITY

TENDER FOR CONSTRUCTION OF LUZUPHU ACCESS ROAD

PSJLM - MIG - 2023/24 – 04

ISSUED BY:

**MUNICIPAL MANAGER
PORT ST JOHNS LOCAL MUNICIPALITY
P.O. BOX 2
PORT ST JOHNS
5120**

PREPARED BY:

**ENGINEERING SERVICES
257 MAIN STREET
PORT ST JOHNS
5120**

NAME OF TENDERER:

PRICE OF TENDER INCLUDING VAT R.....

PORT ST JOHNS LOCAL MUNICIPALITY PSJLM - MIG - 2023/24 – 04

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Part T1: Tendering Procedures

T1.1 TENDER NOTICE AND INVITATION TO TENDER

T1.2 TENDER DATA

T.1

**TENDER NOTICE AND
INVITATION TOTENDER**

PORT ST JOHNS LOCAL MUNICIPALITY



INVITATION TO BID FOR THE FOLLOWING DIFFERENT PROJECTS

Bid Number	Project Name	CIDB Grading	Compulsory Briefing and Site Inspection	Bid closing date
PSJLM - MIG - 2023/24 – 01	Construction of Bizana Access Road (Ward 09)	4 CE or Higher	Date: 06- 06- 2023 Venue: PSJ Town hall Time: 09:00am then will proceed to Site	29 – 06 - 2023
PSJLM - MIG - 2023/24 – 02	Construction of Lityeni To Tyiwani Access Road (Ward 14)	4 CE or Higher	Date: 07 – 06 - 2023 Venue: PSJ Town hall Time: 09:00am	29 – 06 - 2023
PSJLM - MIG - 2023/24 – 03	Construction of Rhawutini Access Road (Ward 8)	5 CE or Higher	Date: 06 – 06 - 2023 Venue: PSJ Town hall Time: 09:00am	29 – 06 - 2023
PSJLM - MIG - 2023/24 – 04	Construction of Luzuphu Access Road (Ward 17)	4 CE or Higher	Date: 07 – 06 - 2023 Venue: PSJ Town hall Time: 09:00am	30 – 06 - 2023
PSJLM - MIG - 2023/24 – 05	Construction of Gogogo Access Road (Ward 1)	5 CE or Higher	Date: 08 – 06 - 2023 Venue: PSJ Town hall Time: 09:00am	30 – 06 – 2023
PSJLM - MIG - 2023/24 – 06	Construction of Mthumbane Access Road (Ward 6)	4 CE or Higher	Date: 06 – 06 - 2023 Venue: PSJ Town hall Time: 09:00am	30 – 06 – 2023
PSJLM - MIG - 2023/24 - 07	Appointment Of A Qualified Professional Service Provider For Professional Services For Port St Johns Local Municipality (Turnkey Project) Of Community Halls 2023/24 Under Mig Funding	4GB or Higher	Date: 08 – 06 - 2023 Venue: PSJ Town hall Time: 10:00am	03 – 07 - 2023

Bid Documents containing details and requirements of these projects will be available from **02 June 2023** at Port St. Johns Municipal **Finance offices**, upon payment of a **non-refundable fee of R599.00** per document (either in cash or by means of EFT made payable to Port St Johns Municipality). Municipal banking details are obtainable at Revenue Office. **Tender Documents will also be uploaded on eTenders website www.etenders.gov.za** and can be downloaded for free bidders should ensure the printing of documents is as per the colors requested.

Completed proposal and supporting documentation must be placed in a **sealed envelope** clearly marked on the outside of the envelope with bid details of project it is meant for, e.g: **PSJLM - MIG - 2023/24 - 04, Construction of Luzuphu Access Road (Ward 17) (Failure to adhere to the requirement will lead to disqualification)**

The envelope must be dropped in the marked bid box placed at the **Reception Area - Port St. Johns Municipal offices, Erf 257 Main Street, not later than 11:00 AM on the date as mentioned above.** All the received bids will be opened in public at the same time and date.

All SCM related enquiries shall be directed to Mrs N. Baleni - Gxumisa within normal office hours at 079 890 4517 or nbaleni83@gmail.com, Technical Enquiries shall be directed to Mr Kwape on 082 798 5785 or thabokwape@yahoo.com and Mr Obose on 072 703 8379 or engineering@psjmunipality.gov.za

Bidders will be evaluated on Tender data, Functionality assessment and Financial Offers.

Price & Preferential Policy as per Port St Johns Supply Chain Management Policy

Price:	: 80 Points
Two Specific Goal	: 20 Points
TOTAL	: 100 Points

BIDDERS MUST SUBMIT THE FOLLOWING:

- Service Providers must be registered on CSD and submit a detailed CSD report.
- Bidders must be registered on CIDB and provide CRS Numbers as per the stated above grading.
- Attach CIODA Certificate from Department of Labour
- Attach valid Current Rates clearance statement of Company or Its Directors which is not older than 90 days arrears obtained from your respective Municipality or attach a valid signed lease agreement by both Lessor and Lessee. If exempted, please attach letter of exemption from your respective Municipality's revenue office as proof that the bidder or its directors as per the Municipality's valuation roll does not own any property that is not older than 90 days, letter must be signed by BTO department representative and have original stamp from BTO department.
- Compliance Tax Pin for verification on SARS
- Attach Current audited three year's Full financial statements prepared by Accredited Accountants and must be signed by both Accountant and Service Provider for Bidders with CIDB above 3 CE and 3GB
- All other information is contained on the Tender Document, any other information to support the project must be provided.
- In the case of a Joint Venture, a detailed Joint Venture Agreement must be signed by both parties' directors or as per company resolution and submitted indicating the level of involvement and responsibilities of each Joint Venture partner must be submitted. Individual partners are to comply and submit all relevant documents.
- For JV Company must submit a resolution letter, it must be on the letterhead of the company and must have stamp of the company be signed by both parties.
- JV must attach JV banking details as proof of account
- Failure to comply /complete the tender document and all the supplementary information will result in bidder being deemed non-responsive.

- Late, telegraphic, facsimile, incomplete or unsigned Bids will not be considered.
- Bidders will be assessed on Tender Data, Functionality and Price in accordance with the Municipality Supply Chain Management Policy and in terms of Preferential Policy Framework Act, as explained above.
- Proposals are to hold good for a period of 90 days (validity of bid) from the date of bids closing.
- If communication is not received from Port St Johns Municipality within 90 days of the bid consider your Bid as non-responsive.

Port St. Johns Local Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept the whole or any part of the bid or cancel the Bid.

ISSUED BY:

**MR M. FIHLANI
MUNICIPAL MANAGER**

Functionality Assessment

Functionality (Max = 85 points) Bidders must score a minimum of 70 points in order to be evaluated further for Price

TENDER CRITERIA	Points Allocated	Maximum Points
<p><u>Plant and Equipment</u></p> <p>Attach certified copy of proof from Enatis Ownership (Log book) and Valid Licencing Registration Dics which must be of the same piece of plant OR Letter of Intent from the owner and proof of E-natis of the Owner must be accompanied by Owners Logbook and valid proof of registration licence Discs of the owner) to attain points the letter of intent must have letterhead, stamp of the company and be signed by the representative of the company and must be certified.</p> <p>NB: - Log books and valid Disc register must be of the same plant. All log book and disk register must be certified.</p> <p>(Attach certified copies with original stamp not older than 3 months from the date of certification)</p> <p>(Attach Invoice stating the name of the Company as the Purchaser For the plant that is not E-Natis compliant) Invoice must be stamped and signed on a letter head of the Company that one (Service Provider) has purchased from and also must be certified.</p> <p>(Attach certified copies with original stamp not older than 3 months from the date of certification)</p> <p>The letter of intent must be signed by the owner and commissioned of oath that is not older than three months from the date of certification.</p> <p>TLB Tipper Truck (Must be 2) Roller Excavator Grader (Must be 2) Water cart (Must be 2)</p>	<p>5 2.5 (5) 5 5 2.5 (5) 2.5 (5)</p>	<p>(30 Maximum)</p>
<p><u>Technical Expertise</u></p> <p>Contracts Manager has between 10 years or more on the road construction experience and Qualification on B-tech / Bsc in Civil Engineering and valid LIC NQF Level 7 or more (attach cv illustrating level of experience and Qualification to get point) Allocation of points:(1)10 and more – 12 points (2) 05 -10 Years - 06 points (3) 02- 05 years - 03 points</p> <p>Site Agent has between 7 or more years on the road construction experience B-Tech/ Bsc in Civil Engineering and valid LIC NQF Level 5 or more (attach CV and Qualification to get point) Allocation of points :(1) 07 and more – 09 points (2) 04 – 07 Years – 05 points (3) 02 – 04 years – 03 points</p>	<p>12</p> <p>09</p>	<p>(35 Maximum)</p>

<p>Site Forman has between 5 years and more on the road construction experience ND Civil Engineering and valid NQF L-5 or more (attach CV and Qualification) Allocation of points :(1) 05 and more – 07 points (2) 02 – 05 Years – 03 points</p> <p>Health and Safety Officer has between 4 or more years' experience in a role as safety officer on Construction of Roads Projects with SAMTRAC Qualification or Equivalent. Allocation of points : (1) 04 and more – 07 points (2) 02 – 04 Years – 03 points</p> <p>(Certified copies of qualifications must have and original stamp not older than 3 months from the date of certification)</p> <p>NB – Bidder must have all the required documentation in order to score the points</p> <p>NB –Team must be currently employed by the Bidder and cannot be seen as working for two companies bidding for the same project. Companies involved will all loose points and be disqualified.</p>	<p>07</p> <p>07</p>	
<p>Paved Roads Maintenance/Construction Experience</p> <ul style="list-style-type: none"> • Attach Appointment letters with Completion Certificate/ Recommendation letter must state the Project description, Duration of the Project and the Bid Number which must be the same as the one showing on the Appointment letter and it must be certified with stamp not older than 3 months from date of certification. Appointment letters stating the same description, Amount and Bid number as per the Recommendation letter Or Completion Certificate (In order to attain points) All letters must be signed by all parties. • Attach at least Four Projects of value greater than R 4 million for Construction of Access Roads with 5CE grading (For Grade 4CE Four Projects of value greater than R 3 million for Construction of Access Roads) • <p>Note: The certificate of completion must be on a letterhead of the client, must be addressed to the contractor who was awarded the contract and must include the tender/service order number and contract amount and the Duration of the Contract. The Letter of Completion must be signed and dated by an official from the client, Or completion letters with no amount must be coupled with appointment letter stating amount of appointment same description, same bid number signed by all parties.</p> <p>NB – Kindly note that completion letters may be verified from the clients.</p>	<p>5 per project</p>	<p>(20 Maximum)</p>
	<p>Total Points</p>	<p>85</p>

Bidders must take note of the following bid conditions:

1. Attach Compliant Pin to be verified on SARS website.
2. Contractors must be register on CIDB with 4CE or higher and 5CE or higher
3. Bidders submit COIDA
4. In the case of a Joint Venture, a detailed Joint Venture Agreement must be signed and submitted indicating the level of involvement and responsibilities of each Joint Venture

partner must be submitted. Individual partners are to comply and submit all relevant documents and must be signed by all related parties.

5. JV to attach Resolution letter signed by both parties and also to submit JV Bank Account Confirmation letter.
6. Failure to completely fill in the tender or MBD e.g. Form of Offer, declaration of interest will result in a tender deemed non-responsive.
7. Failure to submit and complete or supplementary information will result in the tender being null, void and non-responsive.
8. Failure to attach the requirements as per the Specification will invalidate your offer
9. This quotation will be evaluated in terms of the 80/20 preference point system as prescribed in the Preferential Procurement Regulations, where 20 points will be for a specific goal and 80 points will be for price.
10. Attach Rates clearance statement of a Company or its Directors which is not older than 90 days obtained from your respective Municipality or a valid signed lease agreement by both parties Lessor and Lessee. If exempted, please attach letter of exemption from your respective Municipality's revenue office as proof that the bidder as per the Municipality's valuation roll does not own any property which is not older than 3 Months, the letter must be signed and originally stamped by the office of the BTO representative.
11. All alterations in prices/quotes must be signed for and failure to sign will result in tender deemed non-responsive.

Bidders must further note that:

1. Bidders not registered on Central Supplier Database will not be considered.
2. Bidders must be registered on CIDB and provide CRS Number.
3. The Council reserves the right to disqualify any service provider whose members and or shareholders owe the municipal rates & taxes and levies and those that are in the service of the state.
4. Misrepresentation of address of the business with the aim of earning points may lead to disqualification
5. Non-disclosure by service providers who are in the employ of the state may lead to disqualification
6. Bids submitted will hold good for a period of **90** days and if your company has not heard within this period take that your company was unsuccessful unless communicated otherwise.

1. PERFORMANCE MANAGEMENT CRITERIA

- Duration of the Projects is 8 months as stated above

2. VALIDITY PERIOD REQUIREMENT

- 90 days validity

3. SPECIAL CONDITIONS OF CONTRACT

- N/A

4. PROJECT MANAGEMENT

- The Service Provider will work very closely with the Port St Johns Local Engineering Services Staff

6. PREFERENTIAL EVALUATION FOR CRITERIA

PRICE	80
Specific goal (10 Women and 10 Youth)	20
Total points for PRICE and Special Goal	100

As per the Port St Johns Municipality supply chain policy.

7. INSTRUCTIONS TO BIDDERS

In submitting their bid, bidders must respect all instructions, forms, Terms of reference, contract provisions and specifications contained in this bid dossier. Failure to submit a bid containing all the required information and documentation within the deadline specified will lead to the rejection of the bid.

8. SUBMISSION REQUIREMENTS AND SELECTION CRATERIA

9. Bidders are required to submit the following documents (copies must be certified):

- **Attach Valid SARS Pin**
- **Special Goal – Women and Youth (Attach Certified copies of ID's and Proof of address)**
- **Bidders must attach their CIDB CRS NO.**

10. Invalid or non-submission of the documents listed above will lead to the disqualification

All bidders must be registered on the Central Supplier Data Base and it is the bidders responsibility to ensure that the document does exist and verification of such registration will be done by the municipality and where the bidder is found to be not registered or have submitted incorrect registration details will be regarded as non-responsive and be disqualified from the bid.

11. SERVICES TO BE PROVIDED

The services required by the Contracting Authority` are described in these Terms of Reference.

12. PARTICIPATING

12.1 Participation in this bid is open to everyone.

12.2 Bids should be submitted by the same service provider, consortium or Joint Venture, which has submitted the proposal on the basis of the above. **No change whatsoever in the identity or composition of the bidder is permitted;** allowed to form

alliances with any other firms or to sub-contract to each other for the purpose of this contract;

13 VARIANT SOLUTIONS

13.1 Any variant solutions will not be taken into consideration.

Bids will be valid for a period of 90 days, an extension of Bid Period can be requested by the Municipality to the Service for a further 60 days from the date of notification that the bid expires.

14. ADDITIONAL INFORMATION BEFORE THE DEADLINE FOR SUBMISSION OF BIDDERS

14.1 The bid dossier should be clear enough to avoid the Contracting Authority from having request additional information during the procedure. If the Contracting Authority, either on own initiative or in response to the request of a short-listed candidate, provides additional information on the bid dossier, such information will be sent in writing to all other bidders at the same time.

14.2 Bidders may submit questions in writing to the following address For Technical Enquires Mr Kwape to thabokwape@yahoo.com and SCM Enquires be directed to Mrs N Baleni - Gxumisa at nbaleni83@gmail.com up to 7 days before the deadlines for submission of bids, specifying the **publication reference** and the **bid title**.

14.3 Any clarification of the bid dossier will be communicated simultaneously in writing to all bidders at the latest 7 calendar days before the deadline for submission of bids. No further clarifications will be given after this date.

NB: - Bidders must use the stated email for tender enquiries.

14.4 Visit by individual prospective bidder during the bids period are not permitted other than the site visit for good reasons.

15. SUBMISSION OF BID

15.1 Bids must be submitted in English such that they are received before the deadline specified by in the letter of invitation to bid.

15.2 Any infringement of these rules (e.g. unsealed envelopes) is to be considered a breach of the rules, and will lead to rejection of the bid.

The envelope should carry the following information:

- a) The address for submission of bid indicated above;
- b) Envelops must be sealed failure to do that tender the tender will be disqualified.

16. ALTERATIONS OR WITHDRAWAL OF BIDS

19.1 Bidders may alter or withdraw bids by written notification prior to the deadline for submission of bids. No bid may be altered after this deadline.

17. COSTS FOR PREPARING BIDS

17.1 No costs incurred by the bidder in preparing and submitting the bid shall be reimbursable. All such costs shall be borne by the bidder.

18. OWNERSHIP OF BIDS

18.1 The Contracting Authority retains ownership in all bid received (this excludes intellectual property for all but the successful bidder) under this tendering procedure. Consequently, bidders have no right to have their bids returned to them.

19 CONFIDENTIALITY

19.1 The entire evaluation procedure, from the drawing up of the shortlist to the signature of the contract, is confidential. The Evaluation / Adjudication Committee's decisions are collective and its deliberations are held in closed session. The members of the Evaluation / Adjudication Committee are bound to secrecy.

19.2 The evaluation reports and written records, in particular, are for official use only and may not be communicated to neither the bidders nor to any party other than the Contracting Authority.

20. ETHICS CLAUSES

20.1 Any attempt by a bidder to obtain confidential information, enter into unlawful agreements with competitors or influence the Evaluation / Adjudication Committee or the Contracting Authority during the process of examining, clarifying, evaluating, comparing and adjudication bid will lead to the rejection of its bid and may result in administrative penalties.

20.2 The bidder must not be affected by any potential conflict of interest.

20.3 The Port St Johns Local Municipality reserves the right to suspend or cancel funding to this project if corrupt practices of any kind are discovered at any stage of the award process or during the implementation of a contract, if the Contracting Authority fails to take all appropriate measures to remedy the situation. For the purposes of this provision, "corrupt practices" are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the Contracting Authority.

20.4 Bids will be rejected or contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions paid to a payee who is not clearly identified or commissions paid to a company which has every appearance of being a front company.

20.5 Failure to comply with one or more of the ethics clauses may result in the exclusion of the bidder or contractor from other Community contracts and in penalties.

21. DOCUMENTARY EVIDENCE REQUIRED FROM THE SUCCESSFUL BIDDER

21.1 The successful bidder will be informed in writing that its bid has been accepted (notification of award).

22 SIGNATURE OF CONTRACT (S)

22.1 Within 7 days of receipt of the contract already signed by the Contracting Authority, the selected bidder shall sign and date the contract and return it to the Contracting Authority.

22.2 Failure of the selected bidder to comply with this requirement may constitute grounds for the annulment of the decision to award the contract. In such a case, the Contracting Authority may award the bid to another bidder or cancel the bid procedure.

22.3 The other candidates will be informed that their bids were not accepted, by means of a standard letter.

23. CANCELLATION OF THE BIDS PROCEDURE

23.1 In the event of cancellation of the bid procedure, bidders will be notified of the cancellation by the Contracting Authority. If the bid procedure is cancelled before the envelopes of any bid has been opened, the unopened and sealed envelopes will be returned to the bidders unless there is no other means but to open the envelop to get the address.

24. CANCELATION MAY OCCUR WHEN:

24.1 The bid procedure has been unsuccessful, i.e., no qualitatively or financially worthwhile bid has been received or there is no response at all;

24.2 The economic or technical data of the project have been fundamentally altered.

24.3 In no event shall the Contracting Authority be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a bid even if the Contracting Authority has been advised of the possibility of damages.

PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA) POINTS WILL BE AWARDED AS FOLLOWS AS PER THE SUPPLY CHAIN MANAGEMENT POLICY

• Price	80 Points
• Specific Goal	20 Points
Total	100 Points

NB: Calculation of Points for Price (Ps)

The points scored for Price will be calculated using the following formula:

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

Where P_s = points scored for price by tender under consideration

P_{\min} = price of lowest acceptable tender

P_t = price of tender under consideration

Fractions will be rounded off to two places after the decimal comma.

T1.2 TENDER DATA

T1.2 TENDER DATA

The conditions of tender are the **Standard Conditions of Tender** as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement, as printed in the **Government Gazette No 33239** dated **28 May 2010**. A copy is attached hereto, immediately after page 18.

The under mentioned items of data and deviations will have precedence over the Standard Conditions of Tender conditions in Annex F.

The **Standard Conditions of Tender** for Procurements makes several references to the tender data for details that apply specifically to this tender. The tender data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender.

Clause number	Data
F.1.1 ACTIONS	The Employer is: PORT ST JOHNS MUNICIPALITY P.O. BOX PORT ST JOHNS 5120
F.1.2 TENDER DOCUMENTS	The tender documents issued by the Employer comprise: THE TENDER Part T1 Tendering procedures Part T1.1 Tender notice and invitation to tender Part T1.2 Tender data Part T2 Returnable documents Part T2.1 List of returnable documents Part T2.2 Returnable schedules THE CONTRACT Part C1 Agreements and contract data C1.1 Form of offer and acceptance C1.2 Contract data C1.3 Form of Guarantee C1.4 Agreement in terms of Occupational Health and Safety Act, 1993 Part C2 Pricing Data C2.1 Pricing Instructions C2.2 Bill of Quantity /Activity Schedules Part C3 Scope of Works C3 Scope of Works Part C4 Site Information C4 Site Information
F.1.4 COMMUNICATION AND EMPLOYER'S AGENT	The Employer's agent is: Name: Thabo Kwape – PMU Port St Johns Address: 257 Mains Street , Port St Johns 5120 Tel: 047 564 1208 Fax: 047 564 1206

Clause number	Data
	E-mail: thabokwape@yahoo.com
F.2.1 ELIGIBILITY	<p>Only those Tenderers who are registered with the CIDB in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 4CE or higher class of construction work are eligible to submit tenders.</p> <p>contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above and who satisfy the following criteria:</p> <ol style="list-style-type: none"> 1) the employer is satisfied that such a contractor has the potential to develop and qualify to be registered in that higher grade as determined in accordance with the provisions of the CIDB Specification for Social and Economic Deliverables in Construction Works Contracts; and 2) the employer agrees to provide the financial, management or other support that is considered appropriate to enable the contractor to successfully execute that contract.
	Joint Ventures are eligible to submit tenders provided that:
	<ol style="list-style-type: none"> (1) Every member of the joint venture is registered with the CIDB, (2) the lead partner has a contractor grading designation in the CE class of construction work; and (3) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations (according to the CIDB website Joint Venture Grading Designation Calculator) is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 4CE or higher class of construction work.
F.2.7 CLARIFICATION MEETING	<p>The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.</p> <p>Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.</p>
F.2.12 ALTERNATIVE TENDER OFFERS	<p>If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p> <p>The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs in confirming the acceptability of the detailed design.</p>
F.2.13.1 SUBMITTING A TENDER OFFER	Tenderers may only offer to provide services or supplies identified in the contract data to complete the Whole Works
F.2.13.3 SUBMITTING A TENDER OFFER	<p>The <u>whole original</u> tender document, <i>as issued by the PORT ST JOHNS MUNICIPALITY</i> shall be submitted. <i>No copies will be accepted.</i></p> <p>Tenders may only be submitted on the Tender documentation issued by the PSJLM.</p>

Clause number	Data
F.2.13.5 SUBMITTING A TENDER OFFER	<p>The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p style="text-align: center;">Tender box at the Offices of the Port St Johns Municipality No. 257 Main Street Port St Johns 5120</p> <p style="text-align: center;">Identification details: PSJLM</p> <p>Description of project: CONSTRUCTION OF LUZUPHU ACCESS ROAD</p>
F.2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
F.2.15 CLOSING TIME	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
F.2.16 TENDER OFFER VALIDITY	The tender offer validity period is 90 days .
F.2.18 PROVIDE OTHER MATERIAL	The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the Labour Intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
F.2.19 INSPECTIONS, TESTS AND ANALYSIS	Access must be provided to the construction site for the Engineer and his representative at all stages, as well as to service providers for relocation of services, as well as specialists (geotechnical and survey).
F.2.23 CERTIFICATES	<p>The Tenderer is required to <i>submit with his tender.</i></p> <ol style="list-style-type: none"> 1) a Certificate of Contractor Registration issued by the Construction Industry Development Board. 2) where the tendered amount inclusive of VAT exceeds R 10 million: <ol style="list-style-type: none"> i) audited annual financial statement for 3 years, or for the period since establishment if established during the last 3 years, if required by law to prepare annual financial statements for auditing; ii) a certificate certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days; iii) particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract; iv) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic. 3) A valid Tax Clearance Certificate/Pin 4) Bidders must be registered with the National Treasury Central Supplier Database or provide proof that a request for registration has been submitted. 5) A BBBEE status level verification certificate 6) A preliminary, project specific Health & Safety plan <p>Where a tenderer satisfies CIDB contractor grading designation requirements through joint venture formation, such Tenderers must submit the Certificates of Contractor Registration in respect of each partner.</p>

Clause number	Data
F.3.1.1	The Employer will respond to requests for clarification received up to five (5) working days before the tender closing time.
F.3.4 OPENING OF TENDER SUBMISSIONS	Tenders will be opened immediately after the closing time for tenders at Port St Johns Municipality, No. 257 Main Street, Port St Johns, 5120
F.2.13.6 F.3.5	A two-envelope procedure will not be followed.
F.3.9 3.9.1 ARITHMETICAL ERRORS	<p>Replace the contents of the clause with the following: Check responsive tender offers for arithmetical errors, correcting them in the following manner:</p> <ul style="list-style-type: none"> a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern. b) If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the rates can be adjusted, but the line item total shall not be corrected. c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.
F.3.11 EVALUATION OF TENDER OFFERS	The preference procedure for evaluation of responsive tender offers shall be the 80/20 point preference system, in full compliance with Form 2.3.3. Technical and general criteria will be evaluated in terms of paragraph 2.3.3.10
F.3.13.1 ACCEPTANCE OF TENDER OFFER	<p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> a) the tenderer's tax matters have been declared by the South African Revenue Service to be in order; 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; d) the tenderer has not: <ul style="list-style-type: none"> i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect; and e) has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process. <p>Tenders containing any one or more of the errors or omissions, or tenders not having complied with any one of the peremptory tender conditions as detailed on page 2 of this tender document, shall not be considered and shall automatically be rejected.</p>
F.3.18 PROVIDE COPIES OF THE CONTRACTS	The number of paper copies of the signed contract to be provided by the Employer is one .
ADDITIONAL CONDITIONS	The additional conditions of tender are:

Clause number	Data
APPLICABLE TO THIS TENDER	<ol style="list-style-type: none"> 1. The Employer/Engineer may also request that the Tenderer provide written evidence that his financial, labour and other resources are adequate for carrying out the contract. 2. The Employer reserves the right to appoint a firm of chartered accountants and auditors and/or execute any other financial investigations on the financial resources of any Tenderer. The Tenderer shall provide all reasonable assistance in such investigations. 3. The tender document shall be submitted as a whole and shall not be taken apart. 4. List of returnable documents (PART T2) must be completed in full. (A Tenderer's company profile will not be used by the PSJLM to complete PART T2 on behalf of the Tenderer) <p>NB: If PART T2 is not completed in full by the Tenderer, this offer will be rejected.</p>

Annex F: Standard Conditions of Tender

The tender conditions are the Standard Conditions of Tender as contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement as per CIDB Board Notice No. 86 of 2010 published in Government Gazette No. 33239 of 28 May 2010 and as amended from time to time. (see www.cidb.org.za)

The Standard Conditions of Tender make 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.

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 decision where 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 decision taken.

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

F.1.3.2 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:
 - i) someone in a position of trust has competing professional or personnel 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 personnel 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. Communication 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 Cancellation and Re-Invitation of Tenders

F.1.5.1 An organ of state may, prior to the award of the tender, cancel a tender if-

- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- (b) funds are no longer available to cover the total envisaged expenditure; or
- (c) no acceptable tenders are received.

F.1.5.2 The decision to cancel a tender must be published in the cidb website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

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

F.1.6 Procurement procedures

F.1.6.1 General

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

F.1.6.2 Competitive negotiation procedure

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

F.1.6.2.2 All responsive Tenderers, or not less than three responsive Tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a Tenderer's competitive position provided that such clarification, specification,

fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

F1.6.2.3 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.

F1.6.2.4 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.

F1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

F.2 TENDERER'S OBLIGATIONS

F.2.1 Eligibility

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

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

F.2.2 Cost of tendering

F2.2.1 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.

F2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the Employer (if any) might 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.

F2.10.2 Show VAT payable by the Employer separately as an addition to the tendered total of the prices.

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

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

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

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

as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

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

F.2.13 Submitting a tender offer

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

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

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

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

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

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

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

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

F.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

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

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

F.2.15 Closing time

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

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

F.2.16 Tender offer validity

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

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

F.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

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

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

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

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

F.2.19 Inspections, tests and analysis

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

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

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 THE EMPLOYER'S UNDERTAKINGS

F.3.1 Respond to requests from the tenderer

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

F.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to 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, wither 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 that tender documents are available until three days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all Tenderers who drew documents.

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

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

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

F.3.5 Two-envelope system

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

F.3.5.2 Evaluate the quality of the technical proposals offered by Tenderers, then advice Tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of Tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and

announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to Tenderers whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

- 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 tenders, if it were to be rectified.
- d) 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 tender offers 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:
 - iii) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices or
 - iv) 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 invite the tenderer to 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 the 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.

F.3.11 Evaluation of tender offers

F.3.11.1 General

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

F.3.11.1 & F.3.11.2	<p>The procedure for the evaluation of responsive tenders is Method 2 (Financial Offer and Preferences):</p> <p>a) Price/Financial</p> <p>Score the financial offers of remaining responsive tender offers using the following formula: $N_{FO} = W_1 \times A$ where: N_{FO} = the number of tender evaluation points awarded for the financial offer. W_1 = the maximum possible number of tender evaluation points awarded for the financial offer and equals: i) 90 where the financial value inclusive of VAT of all responsive tenders received is in excess of R50 000,000 or 80 where the financial value inclusive of VAT of one or more responsive tender offers equals or is less than R50 000,000 A = a number calculated using either formulas 1 or 2 below, whichever is relevant.</p> <table><tr><th>Formul a</th><th>Comparison aimed at achieving</th><th>Option 1</th><th>Option 2</th><th></th></tr><tr><td>1</td><td>Highest price or discount</td><td>$A = (1 + \frac{(P - P_m)}{P_m})$</td><td>$A = P / P_m$</td><td></td></tr><tr><td>2</td><td>Lowest price or percentage commission / fee</td><td>$A = (1 - \frac{(P - P_m)}{P_m})$</td><td>$A = P_m / P$</td><td></td></tr></table> <p>where: P_m = the comparative offer of the most favourable tender offer. P = the comparative offer of tender offer under consideration.</p> <p>b) Preference</p> <p>Up to 100 minus W_3 tender evaluation points will be awarded to Tenderers who are found to be eligible for the preference points claimed.</p>				Formul a	Comparison aimed at achieving	Option 1	Option 2		1	Highest price or discount	$A = (1 + \frac{(P - P_m)}{P_m})$	$A = P / P_m$		2	Lowest price or percentage commission / fee	$A = (1 - \frac{(P - P_m)}{P_m})$	$A = P_m / P$	
Formul a	Comparison aimed at achieving	Option 1	Option 2																
1	Highest price or discount	$A = (1 + \frac{(P - P_m)}{P_m})$	$A = P / P_m$																
2	Lowest price or percentage commission / fee	$A = (1 - \frac{(P - P_m)}{P_m})$	$A = P_m / P$																
F.3.11.3																			

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 highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- c) Re-rank all Tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

F.3.11.3 Method 2 : Financial offer and preference

In the case of a financial offer and preference:

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

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

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

N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

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

F.3.11.4 Method 3 : Financial offer and quality

In the case of a financial offer and quality:

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

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

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

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

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend 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.3.11.5 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, preferences 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:

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

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.

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

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

Formula	Comparison aimed at achieving	Option 1*	Option 2*
1	Highest price or discount	$A = (1 + \frac{(P - P_m)}{P_m})$	$A = P / P_m$
2	Lowest price or percentage commission/fee	$A = (1 - \frac{(P - P_m)}{P_m})$	$A = P_m / P$
* P_m is the comparative offer of the most favourable tender offer. P is the comparative offer of 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
 W_2 is the number of tender evaluation points awarded for quality offered 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 tender offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the tenderer:

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

F.3.14 Prepare contract documents

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

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

F.3.15 Issue final contract

Prepare and issue the final draft of contract to the successful tenderer for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any).

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.

RETURNABLE DOCUMENTS

PART T2 LIST OF RETURNABLE DOCUMENTS

The Tenderer must complete the following returnable documents.

- T2.1 RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES
- T2.2 OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES
- T2.3 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED IN THE CONTRACT
- T2.4 OTHER DOCUMENTS THAT WILL BE INCLUDED IN THE CONTRACT

NOTE:

Although the documents under Part T2 is headed "Returnable Documents" in line with the CIDB model, these are not the only documents to be returned together with the tender. **All** the documents indicated on Part T1, must be completed and signed where applicable and submitted as a **complete set of documents**.

T2.1 RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

CONTENTS

- FORM 2.1.1: SCHEDULE OF CONSTRUCTION PLANT
- FORM 2.1.2: SIZE OF ENTERPRISE AND CURRENT WORKLOAD
- FORM 2.1.3: STAFFING PROFILE
- FORM 2.1.4: PROPOSED KEY PERSONNEL
- FORM 2.1.5: SCHEDULE OF PREVIOUS WORK CARRIED OUT BY TENDERER
- FORM 2.1.6: SCHEDULE OF PREVIOUS WORK CARRIED OUT BY TENDERER
FOR PORT ST JOHNS MUNICIPALITY
- FORM 2.1.7: FINANCIAL ABILITY TO EXECUTE THE PROJECT
- FORM 2.1.8: AUTHORITY FOR SIGNATORY
- FORM 2.1.9: PSJLM JOINT VENTURE DISCLOSURE FORM
- FORM 2.1.10: SCHEDULE OF PROPOSED SUB

CONTRACTORS

- FORM 2.1.11: DETAILS OF ALTERNATIVE TENDERS SUBMITTED
- FORM 2.1.12: AMENDMENTS & QUALIFICATIONS BY TENDERER
- FORM 2.1.13: LABOUR-ENHANCED METHODS: PROPOSED PLANNED ACTIONS
OF TENDERER RESULTING IN DEVIATIONS FROM SPECIFIED WORK

SCHEDULE OF CONSTRUCTION PLANT

For owned plant, proof of ownership must be supplied. Further, the type and model of plant must be described. This forms a material part of the adjudication. Failure to supply sufficient proof may result in no points being awarded.

Points for hired plant will only be allocated if an original Letter of Intent is attached from a Plant Hire Company registered with the Contractors Plant Hire Association (CPHA). The letter is to clearly indicate that the Plant intended for the contract will be available for the full duration of the project. Such Letter of Intent is to be unqualified and certified by a Registered Commissioner of Oaths.

[illegible]

What was your turnover in the previous financial year? R_____

What is the estimated turnover for your current financial year? R_____

Physical facilities:

Provide information on offices, factories, yards and warehouses occupied by your enterprise (attach details if the space provided is not enough)

Description	Address	Area (m ²)

List your current contracts and obligations:

Description	Value (R)	Start date	Duration	Expected completed date

Do you have the capacity to supply the goods and services described in this tender, should the contract be awarded to you?

Provide information on the staff that you have available to execute this contract (attach a separate list if the space provided is insufficient)

Own staff: gender and race	Number of staff
Staff to be employed for the project: gender and race	Number of staff

FORM 2.1.4 PROPOSED KEY PERSONNEL

The Tenderer shall list below the key personnel (including first nominee and the second choice alternate), whom he proposes to employ on the project should his Tender be accepted, both at his headquarters and on the Site, to direct and for the execution of the work, together with their qualifications, experience, positions held and their nationalities.

Detailed CVs for key personnel must accompany the tender submission.

DESIGNATION	NAME OF	NATIONALITY	SUMMARY OF		HDI Status Yes/No	NQF 5 Certified Yes/No
	(i) NOMINEE (ii) ALTERNATE		QUALIFIC ATIONS	EXPERIENCE AND PRESENT OCCUPATION		
<u>HEADQUARTERS</u> Partner/director						
Project manager						
Other key staff (give designation)						
<u>CONSTRUCTION MONITORING</u> Site Agent						
Engineer on Site						
Construction supervisor (give designation)						
Other key staff (give designation)						

FORM 2.1.5 SCHEDULE OF PREVIOUS WORK CARRIED OUT BY TENDERER

Provide the following information on **relevant previous experience**. Indicate comparable projects of similar or larger size. This information is material to the award of the Contract.

No points will be awarded if reference cannot be reached or if it refuses to supply information. Give at least two(2) names and telephone numbers and e-mail address per reference.

EMPLOYER (Name, tel no, fax no and email)	CONSULTING ENGINEER (Name, tel no, fax no and email)	NATURE OF WORK CARRIED OUT PREVIOUSLY	VALUE OF WORK	YEAR OF COMPLETION

**SCHEDULE OF CURRENT/PREVIOUS WORK CARRIED OUT BY THE TENDERER FOR
PORT ST JOHNS MUNICIPALITY**

Tenderers must furnish hereunder details of similar works/service, which they have satisfactorily completed in the past for Port St Johns LM or are currently underway for the Port St Johns Municipality

<u>CURRENT PROJECTS UNDERTAKEN FOR PORT ST JOHNS MUNICIPALITY</u>			
PROJECT NAME	AWARDED AMOUNT	CONTRACT START DATE	ANTICIPATED / ACTUAL COMPLETION DATE
TOTAL AMOUNT OF PROJECTS <u>CURRENTLY UNDERTAKEN</u> FOR PORT ST JOHNS MUNICIPALITY			R

.....
DATE

.....
SIGNATURE OF TENDERER

<u>RECENT PROJECTS UNDERTAKEN FOR</u> <u>PORT ST JOHNS MUNICIPALITY</u>			
PROJECT NAME	AWARDED AMOUNT	CONTRACT START DATE	ANTICIPATED / ACTUAL COMPLETION DATE
TOTAL AMOUNT OF PROJECTS <u>RECENTLY UNDERTAKEN</u> FOR PORT ST JOHNS MUNICIPALITY			R

.....
DATE

.....
SIGNATURE OF TENDERER

FORM 2.1.7 FINANCIAL ABILITY TO EXECUTE THE PROJECT

Provide details on the surety you will provide if the tender is awarded to you

AMOUNT

Which of the following institutions will provide surety?

- Bank registered in terms of the Bank Act 1990 (Act 94 of 1990): _____
- Insurance Company registered in terms of the Short Term Insurance Act 1998 (Act 53 of 1998):

- Cash: _____

Provide the estimated cash flow on the project in terms of submissions of payment certificates or payment schedules to the Employer

Month no	Amount (VAT included)			
	a Received	b Payments made	a – b Net cash flow	Cumulative cash flow
1			d	j=d
2			e	j+e=k
3			f	k+f=l
4			g	l+g=m
5			h	m+h=n
6			Etc.	Etc.
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				

24				
Maximum negative cash flow: Take the largest negative number in the last column and write it in here → → → → → → →				

Notes:

- (i) Value added tax to be included in all amounts
- (ii) Assume payment of certificates within 30 days of approval of certificate

From what sources will you fund the above amount (e.g. Funds internally available, bank overdraft, loan, etc)

FORM 2.1.8 AUTHORITY FOR SIGNATORY

All signatories, **excluding sole proprietors**, shall confirm their authority by attaching to the last page of this tender a duly signed and ***dated original or certified copy*** of the relevant resolution of their meeting of members or their board of directors, as the case may be, *or by completing one of the following:*

1: COMPANIES / CLOSE CORPORATIONS

EXAMPLE SHOWN BELOW

"By resolution of the board of directors or meeting of members passed on.....,
Mr/Ms.....
whose signature appears below, has been duly authorised to sign all documents in connection with the Tender for
Contract numberand any Contract, which may arise there from on behalf of the Tendering
Entity, namely,

SIGNED ON BEHALF OF THE TENDERING ENTITY: NAME:
SIGNATURE:

IN HIS/HERS CAPACITY AS:
DATE:
AUTHORISED PERSON'S SPECIMEN SIGNATURE:
AUTHORISED PERSON'S SPECIMEN INITIAL

WITNESSES:

1.	<div style="border: 1px solid black; height: 25px; width: 260px;"></div> NAME	<div style="border: 1px solid black; height: 25px; width: 220px;"></div> SIGNATURE	<div style="border: 1px solid black; height: 25px; width: 200px;"></div> DATE
2.	<div style="border: 1px solid black; height: 25px; width: 260px;"></div> NAME	<div style="border: 1px solid black; height: 25px; width: 220px;"></div> SIGNATURE	<div style="border: 1px solid black; height: 25px; width: 200px;"></div> DATE

AUTHORITY FOR SIGNATORY**2: JOINT VENTURE / CONSORTIUM / PARTNERSHIP :****EXAMPLE SHOWN BELOW**

We, the undersigned are submitting this tender and hereby authorize,
to sign all documents in connection with the tender for Contract number and any
contract resulting from it on our behalf.

NAME OF FIRMS	ADDRESS, TEL. NO., FAX. NO.	DULY AUTHORIZED SIGNATORY
Name of Firm no1	Address of 1 st Firm	Signature:..... Name:..... Designation:.....
Name of Firm no 2	Address of 2 nd Firm	Signature:..... Name:..... Designation:.....
Name of Firm no 3	Address of 3 rd Firm	Signature:..... Name:..... Designation:.....
Name of Firm no 4	Address of 4 TH Firm	Signature:..... Name:..... Designation:.....
Name of Firm no 5	Address of 5 TH Firm	Signature:..... Name:..... Designation:.....

SPECIMEN SIGNATURES AND INITIALS OF PERSON AUTHORIZED TO SIGN ALL DOCUMENTATION

1.(SIGNATURE).....(INITIAL)

2.....(SIGNATURE) (INITIAL)

3.....(SIGNATURE) (INITIAL)

DATE:

WITNESSES:

1.	<div></div> NAME	<div></div> SIGNATURE	<div></div> DATE
2.	<div></div> NAME	<div></div> SIGNATURE	<div></div> DATE

FORM 2.1.9 PORT ST JOHNS MUNICIPALITY JOINT VENTURE DISCLOSURE FORM

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 formalised. All pages of the joint venture agreement must be signed by all the parties concerned. A letter/ notice of intention to formalise 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.....
- 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
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:

.....

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

.....

.....

.....

(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, 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 collateralising 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

.....

.....

(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

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

(Continue as necessary)

FORM 2.1.10**SCHEDULE OF PROPOSED SUBCONTRACTORS**

Provide details on all sub-contractors you intend utilising for this contract:

Type of work to be used for	a % of contract	Name of sub-contractor	b % HDI owner-ship	Female ownership Yes / No	c=a x b/100 Total contribution to HDI ownership
Total % of contract sub-contracted		Total contribution of HDI ownership			

FORM 2.1.11

DETAILS OF ALTERNATIVE TENDERS SUBMITTED

See condition of tender.

DESCRIPTION

FORM 2.1.12

AMENDMENTS AND QUALIFICATIONS BY TENDERER

See condition of tender

PAGE	DESCRIPTION

**LABOUR-ENHANCED METHODS: PROPOSED PLANNED ACTIONS OF TENDERER
RESULTING IN DEVIATIONS FROM SPECIFIED WORK**

ACTIVITY OR PAY ITEM	DESCRIPTION OF PLANNED ACTION RESULTING IN DEVIATION FROM SPECIFIED WORK

Compliance with Employment Equity Act 55 of 1998

Attach a valid certificate from the Department of Labour, or a declaration (refer to "Form 2.3.5 – Specific goals") by the **designated employer**, that the employer complies with the relevant chapters of the Employment Equity Act.

Definitions in terms of the last mentioned Act.

"designated employer" means-

- a) an employer who employs 50 or more employees;
- b) an employer who employs fewer than 50 employees, but has a total annual turnover that is equal to or above the applicable annual turnover of a small business in terms of Schedule 4 to this Act."

"Schedule 4"

TURNOVER THRESHOLD APPLICABLE TO DESIGNATED EMPLOYERS

Sector or sub sector in accordance with the Standard Industrial Classification	Total annual turnover
Agriculture	R 5,00 m
Mining and Quarrying	R 39,00 m
Manufacturing	R 51,00 m
Electricity, Gas and Water	R 51,00 m
Construction	R 26,00 m
Retail and Motor Trade and Repair Services	R 39,00 m
Wholesale Trade, Commercial Agents and Allied Services	R 64,00 m
Catering, Accommodation and other Trade	R 13,00 m
Transport, Storage and Communications	R 26,00 m
Finance and Business Services	R 26,00 m
Community, Social and Personal Services	R 13,00 m

T2.2 OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

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OTHER DOCUMENTS TO BE SUBMITTED WITH THE TENDER

	Submitted (Y/N)
• Certified copy of VAT Registration Certificate	Y/N
• Certified copy of Workmen's Compensation Certificate, Act 4 of 2002	Y/N
• Certified copy of Unemployment Insurance Certificate, Act 4 of 2002	Y/N
• Certified copy of an IRP30 Exemption Certificate or an IRP 3(8) Tax Directive for the current year	Y/N
• Certified copy of Certificate of Incorporation (if Tenderer is a Company)	Y/N
• Certified copy of Founding Statement (if Tenderer is a Close Corporation)	Y/N
• Certified copy of Partnership Agreement (if Tenderer is a Partnership)	Y/N
• Certified copy of Identity Document (if Tenderer is a One-man concern)	Y/N
• Certified copy of Curriculum Vitae of Supervisory personnel indicated in Section T2.2	Y/N
• Certified copy of Curriculum Vitae of the person who prepares the Tenderer's Health and Safety Plans	Y/N
• Preliminary Occupational Health & Safety Plan	Y/N
• Audited Financial Statements for the past three years or since date of establishment if < 3 years	Y/N

.....
SIGNATURE OF TENDERER

FORM 2.2.1 : CERTIFICATE OF TENDERER'S ATTENDANCE AT THE COMPULSORY INFORMATION SESSION

This is to certify that I, **(NAME IN PRINT)**

representative of (Tenderer)

.....

of (address)

.....

.....

Telephone number

Fax number

attended the compulsory information session on (date)

in the company of (Engineer/Engineer's Representative)

Tenderers Representation: (Signature)

(Name)

Engineers Representative: (Signature)

(Name)

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED? <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]		
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE		R
SIGNATURE OF BIDDER		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT			CONTACT PERSON		
CONTACT PERSON			TELEPHONE NUMBER		
TELEPHONE NUMBER			FACSIMILE NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS		
E-MAIL ADDRESS					

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

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

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

CONTRACT FORM - PURCHASE OF GOODS/SERVICES

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or services described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Proof of Tax Compliance Status;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1.

2.

DATE:

CONTRACT FORM - PURCHASE OF GOODS/SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.
.
2.
.

CONTRACT FORM - RENDERING OF SERVICES

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

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

7. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
8. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (iv) Bidding documents, viz
 - Invitation to bid;
 - Proof of tax compliance status;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (v) General Conditions of Contract; and
 - (vi) Other (specify)
9. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
10. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
11. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
12. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

FORM 2.2.3 DECLARATION OF VALIDITY OF INFORMATION PROVIDED

I/We, the undersigned:

- (a) tender to supply and deliver to the PORT ST JOHNS MUNICIPALITY [hereafter "PSJLM"] all or any of the supplies and to render all or any of the articles, goods, materials, services or the like described both in this and the other Schedules to this Contract;
- (b) agree that we will be bound by the specifications, prices, terms and conditions stipulated in those Schedules attached to this tender document, regarding delivery and execution;
- (c) further agree to be bound by those conditions, set out in, "PARTS T1; T2; C1; C2; C3 and C4", attached hereto, should this tender be accepted in whole or in part;
- (d) confirm that this tender may only be accepted by the PSJLM by way of a duly authorised Letter of Acceptance;
- (e) declare that we are fully acquainted with the Tender document and Schedules, and the contents thereof and that we have signed the Bill of Quantities and completed the Returnable Schedules and declarations, attached hereto;
- (f) declare that all amendments to the tender document have been initialled by the relevant authorised person and that the document constitutes a proper contract between the PSJLM and the undersigned;
- (g) certify that the item/s mentioned in the tender document, qualifies/qualify for the preference(s) shown;
- (h) acknowledge that the information furnished is true and correct;
- (i) accept that in the event of the contract being awarded as a result of preference claimed in this tender document, I may be required to furnish documentary proof to the satisfaction of the PSJLM that the claims are correct. If the claims are found to be inflated, the PSJLM may, in addition to any other remedy it may have, recover from me all cost, losses or damages incurred or sustained by the PSJLM as a result of the award of the contract and/or cancel the contract and claim any damages which the PSJLM may suffer by having to make less favourable arrangements after such cancellation;
- (j) declare that no municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three (3) months; and
- (k) declare that I have not failed to perform satisfactorily during the last five (5) years on a previous contract with the Municipality, Municipal entity or any other organ of state, after written notice was given to me that my performance was unsatisfactory.
- (l) the signatory to the tender document is duly authorised; and
- (m) documentary proof regarding any tendering issue will, when required, be submitted to the satisfaction of the PSJLM.

Signed at.....this.....day of..... 20.....

Name of Authorised Person:_____

Authorised Signature:_____

Name of Tendering Entity_____

Date: _____

As witness: _____

MBD 4**DECLARATION OF INTEREST**

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to tender (includes an advertised competitive tender, a limited tender, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting tender, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the Tenderer or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

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

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

2.1 Full Name of Tenderer or his or her representative:

2.2 Identity Number :

2.3 Position occupied in the Company (director, trustee, shareholder², member):

.....

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:

.....

2.5 Tax Reference Number:

2.6 VAT Registration Number:

- 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

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

- 2.7 Are you or any person connected with the Tenderer **YES / NO**
presently employed by the state?

- 2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person
connected to the Tenderer is employed :

Position occupied in the state institution:

Any other particulars:		
.....		
.....		
.....		
2.7.2	If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?	YES / NO
2.7.2.1	If yes, did you attach proof of such authority to the tender document?	YES / NO
<u>(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the tender.</u>		
2.7.2.2	If no, furnish reasons for non-submission of such proof:	
.....		
.....		
.....		
2.8	Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?	YES / NO
2.8.1	If so, furnish particulars:	
.....		
.....		
.....		
2.9	Do you, or any person connected with the Tenderer, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this tender?	YES / NO
2.9.1	If so, furnish particulars.	
.....		
.....		
.....		
2.10	Are you, or any person connected with the Tenderer, aware of any relationship (family, friend, other) between any other Tenderer and any person employed by the state who may be involved with the evaluation and or adjudication of this tender?	YES/NO
2.10.1	If so, furnish particulars.	
.....		
.....		
.....		
2.11	Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are tendering for this contract?	YES/NO
2.11.1	If so, furnish particulars:	
.....		
.....		
.....		

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

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Tenderer

FORM 2.2.5 DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD8)

- 1 This Standard Tender Document must form part of all tenders invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The tender of any Tenderer may be disregarded if that Tenderer, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the tender.**

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

4.3.1	If so, furnish particulars:		
4.4	Was any contract between the Tenderer and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Tenderer

TENDERERS MUST COMPLETE THE FOLLOWING QUESTIONNAIRE:

1.

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

YES / NO
- 1.1

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

.....

.....
- 1.2

If no, un-audited financial statements must be submitted with your tender

.....

.....
2.

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

YES / NO
- 2.1

If no, this serves to certify that the Tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.
- 2.2

If yes, provide particulars.

.....

.....

.....

.....
3.

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

YES / NO
- 3.1

If yes, furnish particulars.

.....

.....
4.

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

YES / NO
- 4.1

If yes, furnish particulars

.....

.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Tenderer

FORM 2.2.7 CERTIFICATE OF INDEPENDENT TENDER DETERMINATION (MBD9)

- 1 This Standard Tender Document (MBD) must form part of all tenders¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive tendering (or tender rigging).² Collusive tendering is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the tender of any Tenderer if that Tenderer, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the tendering process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when tenders are considered, reasonable steps are taken to prevent any form of tender-rigging.
- 5 In order to give effect to the above, the attached Certificate of Tender Determination (SBD 9) must be completed and submitted with the tender:

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

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

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying tender:

(Tender Number and Description)

in response to the invitation for the tender made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Tenderer)

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Tenderer

T2.3 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED IN THE CONTRACT

CONTENTS

FORM 2.3.1	FORM CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2003
FORM 2.3.2	RECORD OF ADDENDA TO TENDER DOCUMENTS
FORM 2.3.3	CONDITIONS PERTAINING TO TARGETED PROCUREMENT
FORM 2.3.4	GENERAL INFORMATION
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FORM 2.3.6	SBD 6.2 - DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT
FORM 2.3.7	SBD 6.1 - PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

FORM 2.3.1 FORM CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2014

In terms of regulation 4(3) of the Construction Regulations, 2014 (hereinafter referred to as the Regulations), promulgated in Regulation Gazette 10113 on 7 February 2014 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 timeously, safely and successfully comply with all of the requirements of the Regulations. (Tick)

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 subcontract 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 (CVs to be attached):

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

- 4 Provide details of proposed training (if any) that will be undergone:

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

- 5 Potential key risks identified and measures for addressing risks:

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

6 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 ID NO:
2 ID NO:

FORM 2.3.2 RECORD OF ADDENDA TO TENDER DOCUMENTS

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

	Date	Title or Details
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Attach additional pages if more space is required.

.....
Signature of Authorized person:

.....
Date:

Name:

Position:

- 2.3.3.1 PREAMBLE
- 2.3.3.2 DEFINITIONS
- 2.3.3.3 LEGISLATIVE BASE
- 2.3.3.4 SCOPE
- 2.3.3.5 PURPOSE
- 2.3.3.6 OBJECTIVES
- 2.3.3.7 GENERAL PRINCIPLES GOVERNING THE MUNICIPALITY IN ITS INTERACTION WITH TENDERERS
- 2.3.3.8 ADJUDICATION OF TENDERS
- 2.3.3.9 ADJUDICATION USING A POINT SYSTEM
- 2.3.3.10 IMPLEMENTATION FRAMEWORK
- 2.3.3.11 COMPLAINTS/DISQUALIFICATIONS
- 2.3.3.12 DISQUALIFICATIONS

PORT ST JOHNS MUNICIPALITY

TENDER DOCUMENT

2.3.3 CONDITIONS PERTAINING TO TARGETED PROCUREMENT

THE FOLLOWING IS AN EXTRACT FROM THE SUPPLY CHAIN MANAGEMENT POLICY AND STRATEGY TERMS OF THE PREFERENCE DOCUMENT

2.3.3.1 PREAMBLE

The Port St Johns Municipality aims to improve the quality of life of all citizens and to free the potential of each person. Within a framework of facilitating service delivery, through efficient and effective governance, the Municipality wishes to take into account the need for transparent and effective procurement procedures that give effect to the principle of preferential procurement.

2.3.3.2 DEFINITIONS

In this policy, unless the context otherwise indicates:

2.3.3.2.1 “Acceptable tender” means any tender which, in all respects, complies with the conditions of tender and specifications as set out in the tender document, including conditions as specified in the Procurement Policy and Strategy Terms of Reference Act (Act 5 of 2000) and related legislation.

2.3.3.2.2 “Chairperson” means the chairperson of the Tender Committee.

2.3.3.2.3 “Municipal Manager” means the Municipal Manager of the Municipality.

2.3.3.2.4 “Committee” refers to the Tender Committee.

2.3.3.2.5 “Contractor” refers to Tenderers who have been successful in being awarded Municipality contracts.

2.3.3.2.6 “Municipality” refers to the Port St Johns Municipality.

2.3.3.2.7 “Equity ownership” refers to the percentage ownership and control, exercised by individuals within an enterprise.

2.3.3.2.8 “HDI equity ownership” refers to the percentage of an enterprise, which is owned by individuals, or in the case of a company, the percentage shares that are owned by individuals meeting the requirements of the definition of an HDI.

2.3.3.2.9 “Member” means a member of the Tender Committee.

2.3.3.2.10 “Historically disadvantaged individuals (HDIs)” means all South African citizens –

- (i) Who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act No 200 of 1993) (“the Interim Constitution”); and / or
- (ii) Who is a female; and / or
- (iii) Who has a disability:

Provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be an HDI. “

2.3.3.2.11 “SMMes” (Small, Medium and Micro Enterprises) refers to separate and distinct business entities, including co-operative enterprises and NGOs, managed by one owner or more, as defined in the National Small Business (Act 102 of 1996). Please note the attached addendum for a definition of SMMes for different economic sectors (Clause 2.3.3.14).

2.3.3.2.12 “PSJLM` Helpdesk” refers to a tender advice centre established and operated by the Municipality, which provides information and assistance to SMMEs in general, and Tenderers tendering for Municipality goods and services.

2.3.3.2.13 “Contract” refers to a legally binding agreement between the Municipality and the Contractor.

2.3.3.3 LEGISLATIVE BASE

This policy is governed by the following legislation and informed by the following policy frameworks:

- Constitution of South Africa (Act 108 of 1996)
- Local Governmental Structures Act (Act 117 of 1998)
- Local Government Systems Act (Act 32 of 2000)
- Local Government Transition Act (Act 209 of 1993), if applicable.
- Preferential Procurement Policy Framework Act (Act 5 of 2000)
- Rationalisation of Local Government Affairs Act (Act 10 of 1998)
- Green Paper on Public Sector Procurement Reform in South Africa
- Ten Point Plan for Public Sector Procurement Reform in South Africa.
- Broad Based Black Economic Empowerment Act (Act No. 53 of 2003)
- Municipal Finance Management Act (Act No. 56 of 2003).

2.3.3.4 SCOPE

This policy applies to all contracts awarded by the Municipality.

2.3.3.5 PURPOSE

The purpose of the policy is to provide a framework within which effect can be given to the principle of preferential procurement, while ensuring that transparent, efficient and effective procurement practices are adhered to.

2.3.3.6 OBJECTIVES

The objectives of the Municipality’s procurement policy are to:

- 2.3.3.6.1** Provide clarity on the Municipality’s approach to procurement, particularly with regards to the requirements of preferential procurement.
- 2.3.3.6.2** Provide access to contracts for historically disadvantaged individuals.
- 2.3.3.6.3** Promote SMME participation.
- 2.3.3.6.4.** Promote capacity development and skills transfer.
- 2.3.3.6.5** Promote community empowerment and development.
- 2.3.3.6.6** Promote job creation.
- 2.3.3.6.7** Create an enabling contractual environment.

2.3.3.7 GENERAL PRINCIPLES GOVERNING THE MUNICIPALITY IN ITS INTERACTION WITH TENDERERS

In dealing with Tenderers tendering for Municipality work, the Municipality will adhere to the principles of:

2.3.3.7.1 Efficiency

- 2.3.3.7.1.1** The Municipality undertakes to administer the procurement process in the most efficient manner possible, avoiding time delays and duplication of activities.
- 2.3.3.7.1.2** Where such delays are unavoidable, the Municipality undertakes to inform all Tenderers of the nature of the delay and the revised time frames.

2.3.3.7.2 Courtesy

All staff members of the Municipality will deal with Tenderers in a courteous and respectful manner.

2.3.3.7.3 Transparency

2.3.3.7.3.1 All tender processes will be open to the scrutiny of the public and interested parties.

2.3.3.7.3.2 The Municipality will take all reasonable steps to ensure that its processes are clearly defined and understandable to all interested parties.

2.3.3.7.4 Access to Information

The Municipality will take reasonable steps to ensure that all Tenderers have equal access to information on the product or service to be tendered, as well as the tender process itself.

2.3.3.8 ADJUDICATION OF TENDERS

Tenders are adjudicated in terms of PSJLM's SCM Policy, and the following framework is provided as a guideline in this regard.

2.3.3.8.1 Technical adjudication and General Criteria

Tenders will be adjudicated in terms of inter alia:

- **Compliance with tender conditions**
- **Technical specifications**

If the tender does not comply with the tender conditions and technical specifications, the tender shall be rejected. Refer to page two (2) for examples.

2.3.3.8.2 Infrastructure and resources available

Evaluation of the following in terms of the size, nature and complexity of goods and/or services required:

- Physical facilities
- Plant and equipment available for the contract owned by the Tenderer
- Plant and equipment the Tenderer intends renting, should the contract be awarded to him.

2.3.3.8.3 Size of enterprise, and current workload

Evaluation of the Tenderer's position in terms of:

- Previous and expected current annual turnover
- Current contractual obligations
- Capacity to execute the contract

2.3.3.8.4 Staffing profile

Evaluation of the Tenderer's position in terms of:

- Staff available for this contract being tendered for
- Qualifications and experience of key staff to be utilised on this contract.

2.3.3.8.5 Previous experience

Evaluation of the Tenderer's position in terms of his previous experience. Emphasis will be placed on the following:

- Experience in the relevant technical field
- Experience of contracts of similar size
- Some or all of the references will be contacted to obtain their input.

2.3.3.8.6 Financial ability to execute the contract

Evaluation of the Tenderer's financial ability to execute the contract. Emphasis will be placed on the following:

- Surety proposed
- Estimate cash flow
- Contact the Tenderer's bank manager to assess the Tenderer's financial ability to execute the contract and the Tenderer hereby grants his consent for this purpose.

2.3.3.11 COMPLAINTS/DISQUALIFICATIONS

Should any issues of concern with regard to the procurement process arise, the following steps will apply:

2.3.3.11.1 A tender will be subject to rejection/disqualification when:

2.3.3.11.1.1 A supplier provided false information.

2.3.3.11.1.2 Under pressure or influence was exerted on a person involved in evaluating a tender.

2.3.3.11.1.3 A financial reward was provided to a person involved in evaluating a tender.

2.3.3.11.1.4 A person involved in evaluating a tender has a material interest in the outcome of the application, and has not declared such interest, or has not recused him/herself from the evaluation process of such a tender.

2.3.3.11.2 In such cases the following steps should be taken:

2.3.3.11.2.1 The Municipal Manager will investigate the matter and make recommendations to the Tender Committee.

2.3.3.11.2.2 The Tender Committee will decide or make recommendations to Municipality, for a resolution on the matter.

2.3.3.11.2.3 A written notice will be sent to the Tenderer or service provider requiring him/her to make a representation to the Tender Committee on how the issues of concern will be addressed, within 14 days of receiving the notice, subject to it being an issue which can in fact be addressed.

2.3.3.11.2.4 The Tender Committee will consider the representation and if they are not satisfied that the issues of concern have been addressed will:

- Disqualify the tender
- Recover any losses or damages suffered by Municipality due to the failure to comply.
- Ban the Tenderer from being considered for any tender for a defined period of time.

2.3.3.11.2.5 The Tenderer will be notified in writing on:

- The reasons for the decision.
- His/her right to appeal against the Tender Committee's decision.
- Name of a contact person to discuss the matter.

2.3.3.11.2.6 The Tenderer must launch an appeal:

- Within 14 days of the date of notice.
- Setting out the grounds for the appeal.
- Addressed to the Municipal Manager.

2.3.3.11.2.7 The Municipal Manager will hear the appeal.

2.3.3.11.2.7.1 The tribunal will comprise of 3 or 5 (uneven number) arbitrators.

2.3.3.12 DISQUALIFICATIONS

Non compliance with the Preferential Procurement Policy Framework Act.

PLEASE REMEMBER:

- TO ATTACH A VALID ORIGINAL TAX CLEARANCE CERTIFICATE OR COPY THEREOF
- IN THE CASE OF A JOINT VENTURE, THE VALID ORIGINAL TAX CLEARANCE CERTIFICATE OR COPY/IES THEREOF, OF EACH ENTITY CONSTITUTING THE JOINT VENTURE, MUST BE SUBMITTED WITH THE TENDER DOCUMENT
- TO ATTACH COPIES OF ALL THE LATEST RELEVANT MUNICIPAL ACCOUNTS OF THE TENDERING ENTITY AND ALL OF ITS DIRECTORS OR MEMBERS OF THE BOARD. IF ANY ACCOUNT IS IN ARREARS FOR MORE THAN 3 MONTHS, THE TENDER WILL BE REJECTED.
- IN THE CASE OF A JOINT VENTURE, COPIES OF MUNICIPAL ACCOUNTS NOT OLDER THAN THREE (03) MONTHS OF EACH ENTITY CONSTITUTING THE JOINT VENTURE, MUST BE SUBMITTED WITH THE TENDER DOCUMENT
- ATTACH ALL REQUIRED DOCUMENTS TO THE LAST PAGE OF YOUR TENDER DOCUMENT

FORM 2.3.4 GENERAL INFORMATION

1. Name of Tendering entity: _____

2. Contact details

Contact name and number: _____

Address of tendering entity:

_____ Postal code: _____

Tel no: () _____ Fax no: () _____

E-mail address: _____

3. Legal entity: Mark with an X.

Sole proprietor	
Partnership	
Close corporation	
Company (Pty) Ltd	
Joint venture	

In the case of a Joint venture, provide details on joint venture members:

Joint venture member	Type of entity (as defined above)

4. Income tax reference number: **(COMPULSORY)**
(In the case of a joint venture, provide for all joint venture members)

5. VAT registration number **(COMPULSORY)**
(In the case of a joint venture, provide for all joint venture members)

6. Company or closed corporation registration number (In the case of a joint venture, provide for all joint venture members) **(COMPULSORY):**

7. Construction Industry Development Board (CIDB) registration number (In the case of a joint venture, provide for all joint venture members) **(COMPULSORY)**

8. Municipal rates and taxes or service charges accounts of tendering entities and its directors / members **(COMPULSORY)**
(In the case of a joint venture, provide for all joint venture members)
ATTACH COPIES OF ALL LATEST MUNICIPAL ACCOUNTS
(SEE "NOTICE TO TENDERERS: VERY IMPORTANT NOTICE
ON DISQUALIFICATIONS" PARAGRAPH No. 13)

9. Details of proprietor, partners, closed corporation members, or company directors, indicating technical qualifications where applicable (Form on the next page).

10. For joint ventures the following must be attached:

- Written authority **of each JV partner**, for authorized signatory.
- The joint venture agreement.

SIGNATURE OF AUTHORIZED PERSON :

DATE :

DETAILS OF PROPRIETOR, PARTNERS, CLOSED CORPORATION MEMBERS OR COMPANY DIRECTORS

(In the event of a joint venture, to be completed by all joint venture partners)

Name and Surname	Identity Number	Relevant qualifications and experience	Years of relevant experience

FORM 2.3.5 SPECIFIC GOALS**1 Equity Ownership**

List all partners, shareholders or members of tendering entity by name, identity number, citizenship, gender, race, HDI status and ownership.

In the case of a JV, complete an Equity ownership for each JV member.

Name and Surname	Position Occupied in Enterprise	Identity Number	Date RSA Citizen- ship obtained	Gender Male / Female	Race	HDI Status (Yes/No)	Date of Ownership	% Owned by HDIs	% Owned by Women	% Owned by Disabled
TOTAL								A	B	C

Note: Where owners are themselves a company or partnership, identify the ownership of the holding firm.

In the case of joint ventures equity ownership for each of the JV members are determined as above, and the combined HDI ownership is then calculated as follows:

Joint venture members	a % Contribution to the JV	b %BBBEE	$c = a * b \div 100$ % BBBEE contribution
Total BBBEE contribution			

A COPY OF A VALID SIGNED JOINT VENTURE AGREEMENT MUST BE ATTACHED TO THE TENDER DOCUMENT.

FAILURE TO COMPLY WITH ABOVE-MENTIONED WILL RESULT IN REJECTION OF THIS TENDER

NOTE: See table in paragraph 2.3.3.10 for specific goals and points to be awarded.

2. SMME STATUS

Provide details on the following

Sector/Sub-Sector in accordance with the Standard Industrial Classification	
Total Full-time Equivalent of paid Employees	
Total Annual Turnover	
Total Gross Asset Value	
Size or Class (Medium, Small, Very Small, Micro)	

NOTE : If all of the above does not adhere to the definition of a single class, use the total Annual Turnover only to decide on the class.

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**

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
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.

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

2. DEFINITIONS

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

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10	
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20	or	90/10	
$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$	or	$Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$	

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.

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;

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

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

.....

MBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

This Municipal Bidding Document (MBD) must form part of all tenders 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, Tenderers must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9.(1) and 9.(3) make provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of tenders local production and content is of critical importance, such tenders must be advertised with the specific tendering condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Regulation 9.(3) prescribes that where there is no designated sector, a specific tendering condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
- 1.4. Where necessary, for tenders referred to in paragraphs 1.2 and 1.3 above, a two stage tendering process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.5. 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.
- 1.6. The local content (LC) as a percentage of the tender price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

$$LC = 1 - \frac{x}{y} \times 100$$

Where

x imported content

y tender price 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 the South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the tender as required in paragraph 4.1 below.

1.7. A tender will be disqualified if:

- the Tenderer fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and
- this declaration certificate is not submitted as part of the tender documentation.

2. Definitions

- 2.1. **“tender”** includes advertised competitive tenders, written price quotations or proposals;
- 2.2. **“tender price”** price offered by the Tenderer, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a tender by an organ of state;

- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local

production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the 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).
- 2.6. **“imported content”** means that portion of the tender price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the tender price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. The stipulated minimum threshold(s) for local production and content for this tender is/are as follows:

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

4. Does any portion of the services, works or goods offered have any imported content?

YES / NO

- 4.1 If yes, the rate(s) of exchange to be used in this tender to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the tender.

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:

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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 TENDER No.

ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):

NB The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the Tenderer.

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified tender comply with the minimum local content requirements as specified in the tender, and as measured in terms of SATS 1286.
- (c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

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

If the tender is for more than one product, a schedule of the local content by product shall be attached.

- (d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286.
- (e) I understand that the awarding of the tender 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, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

4 JOB CREATION

Provide details on the jobs that you envisage creating through this project:

- A. New permanent employed staff, employed outside the staff component declared in Forms 2.3.1 & 2.3.4 to be allocated to this project for the intensification of labour absorption, (i.e. 5 persons for 5 months = 25 person-months).
- B. Number of person-months of work to be created (i.e. 5 persons for 5 months = 25 person-months)

Description	A	B	C
	No. of persons	Period in months	No. of person months created
A. New permanent employed staff, employed outside the staff component declared in Forms 2.3.1 & 2.3.4			$A \times B = C$
B. Staff to be employed for the project (Temporary employed)			
Total			

THE CONTRACT

PART C1 AGREEMENT AND CONTRACT DATA

PART C2 PRICING DATA

PART C3 SCOPE OF WORKS

PART C4 SITE INFORMATION

PART C1 AGREEMENT AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE

C1.2 CONTRACT DATA

C1.3 FORM OF GUARANTEE

C1.4 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH
AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

C1.1 FORM OF OFFER AND ACCEPTANCE

**FORM OF OFFER AND ACCEPTANCE
(AGREEMENT)**

OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

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FOR CONSTRUCTION OF LUZUPHU ACCESS ROAD

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

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

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

Rand

..... (in words);

R..... (in figures).

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

FOR THE TENDERER:

Signature(s) _____

Name(s) _____

Capacity _____

Name and address of organisation _____

Name and signature of Witness:

Signature(s)

Name(s)

Date _____

ACCEPTANCE

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

The terms of the contract, are contained in

Part C1	Agreements and Contract Data, (which includes this Agreement)
Part C2	Pricing Data
Part C3	Scope of Work
Part C4	Site Information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

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

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the, Conditions of Contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

FOR THE PSJLM:

Signature(s) _____

Name(s) _____

Capacity _____

Name and address: P O R T S T J O H N S MUNICIPALITY
NO 257 MAIN STREET
PORT ST JOHNS, 5120

Name and signature of witness:

Signature(s) _____

Name(s) _____

Date _____

SCHEDULE OF DEVIATIONS

Notes:

1. 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 Conditions of Tender.
2. A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such, letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of, offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1	Subject _____
	Details _____
2	Subject _____
	Details _____
3	Subject _____
	Details _____
4	Subject _____
	Details _____
5	Subject _____
	Details _____
6	Subject _____
	Details _____

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

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

FOR THE TENDERER:

Signature(s) _____

Name(s) _____

Capacity _____

Name and address of organization _____

Name and signature of Witness:

Signature(s) _____

Name(s) _____

Date _____

FOR THE PSJLM:

Signature(s) _____

Name(s) _____

Capacity _____

Name and address: P O R T S T J O H N S MUNICIPALITY
NO 257 MAIN STREET
PORT ST JOHNS, 5120

Name and signature of witness:

Signature(s) _____

Name(s) _____

Date _____

C1.2 CONTRACT DATA

CONDITIONS OF CONTRACT

Tenderers to note that the General Conditions of Contract for Construction Works, Third Edition, 2015 published by the South African Institution of Civil Engineers (SAICE) is applicable to this tender.

These General Conditions of Contract are to be used with the contract documentation format as prescribed by the Construction Industry Development Board in the Standard for Uniformity in Construction Procurement and in conjunction with SANS 1921 to set out the requirements and constraints relating to the manner in which the contract works is to be performed.

Contact details of SAICE are as follows:

Physical Address:

SAICE House
Block 19
Thornhill Office Park
Bekker Street Midrand

Postal Address:

Private Bag X200
Halfway House
1685

Contact Numbers:

Tel (011) 805-5947
Fax (011) 805-5971

Mail and Internet:

E-mail: civilinfo@saice.org.za
<http://www.saice.org.za>

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

The General Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the Contract Specific Data below. Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.

PART 1: DATA PROVIDED BY THE EMPLOYER

The following contract specific data are applicable to this Contract:

Clause									
1.1.1.13	The defects liability period is a period of 6 months, measured from the date of the Certificate of Completion.								
1.1.1.14	The Works shall be completed within 7 months of the Commencement Date, inclusive of non-working days, but exclusive of special non-working days.								
1.1.1.15 1.2.1.2	<p>The Employer is the PORT ST JOHNS MUNICIPALITY The Employer's address for receipt of communications is:</p> <table> <tr> <td>Physical address:</td><td>Postal address:</td></tr> <tr> <td>PORT ST JOHNS MUNICIPALITY</td><td>P O Box 2</td></tr> <tr> <td>NO 257 MAIN STREET</td><td>Port St Johns</td></tr> <tr> <td>PORT ST JOHNS, 5120</td><td>5120</td></tr> </table> <p>Telephone: (047) 564 1208 Fax: (047) 564 1206</p>	Physical address:	Postal address:	PORT ST JOHNS MUNICIPALITY	P O Box 2	NO 257 MAIN STREET	Port St Johns	PORT ST JOHNS, 5120	5120
Physical address:	Postal address:								
PORT ST JOHNS MUNICIPALITY	P O Box 2								
NO 257 MAIN STREET	Port St Johns								
PORT ST JOHNS, 5120	5120								
1.1.1.16 1.2.1.2	<p>The Engineer is PSJLM. The Engineer's address for receipt of communications is:</p> <table> <tr> <td>Physical (street address) address:</td><td>Postal address:</td></tr> <tr> <td>NO 257 MAIN STREET</td><td>P.O. BOX 2,</td></tr> <tr> <td>PORT ST JOHNS, 5120</td><td>Port St Johns, 5120</td></tr> </table> <p>Telephone: (047) 564 1208/ 082 798 5785 E-mail: thabokwape@yahoo.com</p>	Physical (street address) address:	Postal address:	NO 257 MAIN STREET	P.O. BOX 2,	PORT ST JOHNS, 5120	Port St Johns, 5120		
Physical (street address) address:	Postal address:								
NO 257 MAIN STREET	P.O. BOX 2,								
PORT ST JOHNS, 5120	Port St Johns, 5120								
1.1.1.26	The Pricing Strategy is Re measurement								
1.1.1.28	<p>Replace with the following:</p> <p>"Scope of Work" means the document(s) containing the Standard Specifications, the Project Particular Specifications and the Drawings, that specify and describe the Works which are to be provided, and any other requirements and constraint relating to the manner in which the work is to be carried out.</p>								
1.1.1.36	<p>"Drawings" means all drawings, calculations and technical information forming part of the Tender Documents (other than information contained in the Specifications) 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.</p>								
1.3.5	<p>Add the following to Clause 1.3.5:</p> <p>No part of any document or drawings issued with this enquiry may be copied, photographed or repeated in any manner or by any process without the written consent of the Engineer. Copyright is reserved on all designs, specifications, patents and patentable designs, systems and processes contained in the documents and drawings.</p> <p>The person, firm, or body to whom these documents are issued or made available shall be held jointly and severally responsible in their personal and corporate capacities for any contravention of the requirements of Clause 1.3.5. The recipients of these documents shall treat the documents as well as the details contained herein as private and confidential.</p>								
3.1.3	<p>The Engineer shall obtain specific approval from the Employer before executing any of his functions or duties according to the following Clauses of the General Condition of Contract:</p> <ul style="list-style-type: none"> • Nominating the Engineer's Representative in terms of Clause 12 • The issuing of instructions for dealing with fossils and the like in terms of Clause 4.7 • Authorising the Contractor to repair and make good excepted risks in terms of Clause 7.5.5 • The issuing of variation orders in terms of Clause 6.3.2 • The issuing of an instruction to accelerate progress in terms of Clause 5.12.4 • The approval of any extension of time for completion in terms of Clause 5.12.1 • The reduction of a penalty for delay in terms of Clause 5.13.2 • The determination of additional or reduced costs arising from changes in legislation in terms of Clause 6.8.4 • The giving of a ruling on a Contractor's claim in terms of Clause 10.1.5 • The agreeing of the adjustment of the sums for general items in terms of Clause 6.11 								

Clause	
3.2.4	<p><i>Add the following:</i></p> <p>"The time limit for referring the matter to the Engineer by the Contractor shall be twenty one (21) days after the decision in question was given by the Engineer's Representative".</p>
4.3.3	<p><i>Add the following new sub clause:</i></p> <p>"The Employer and the Contractor hereby agree, in terms of the provisions of section 37 (2) of the Occupational Health & Safety Act, 1993 (Act 85 of 1993, hereinafter referred to as 'the Act'), that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely:</p> <ul style="list-style-type: none"> (a) The Contractor undertakes that the appropriate officials and employees of the Contractor will fully acquaint themselves with all relevant provisions of the Act and the Regulations promulgated in terms of the Act; (b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and regulations will be fully complied with; (c) The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations, and expressly absolves the Employer from itself being obliged to comply with any of the aforesaid duties, obligations, and prohibitions; with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations. (d) The Contractor agrees that any duly authorised official of the Employer shall be entitled to take such steps as may be necessary to ensure that the Contractor has complied with his undertakings as set out more fully in paragraphs (a) and (b) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or to inspect any appropriate records or Safety Plans held by the Contractor; (e) The Contractor shall be obliged to report forthwith to the Employer any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge. (f) The Contractor shall furthermore, in compliance with the Construction Regulations of 2003 (Notice No. R1010, dated 18 July 2003) to the Act: (i) Acquaint himself with the requirements of the Employer's health and safety Specification as laid down in regulation 4(1)(a) of the Construction Regulation of 2003, and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 5(1) of the Construction Regulation of 2003 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment shall be submitted to the employer for approval within 14 days from the date of the Letter of Acceptance and shall be implemented and maintained from the Commencement of the Works. (ii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2003, to monitor that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with requirements of these Regulations shall entitle the Engineer, at the request of the Employer or his Agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, such time as the Employer or his Agents are satisfied that the issues in which the Contractor has been in default have been rectified."
4.3.4	<p>The Contractor shall provide proof to the Employer, within 14 days of the Commencement Date, that he/she has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act (Act No. 130 of 1993).</p>
4.4.3	<p><i>Add the following:</i></p> <ol style="list-style-type: none"> 1 All specialists' merchants, tradesmen and others executing any work or supplying any goods for which provisional or prime cost sums are provided in the Schedule of Quantities and who are selected for this purpose by the Contractor and the Employer as specified hereafter, shall in the execution of such work be subcontractors of the Contractor and are herein referred to as "Selected Subcontractors". 2 The contractual relationship between the Contractor and the selected sub-contractor shall be the same as those which normally apply between contractors and ordinary subcontractors as specified inter alia in clause 3 hereafter. 3 Unless another procedure is specified in the Special Conditions of Contract, the procurement of Selected Subcontractors by the Contractor is to be carried out using the legislated Standard Conditions of Tender (as published and amended from time to time by the Construction Industry Development Board). <p>It is intended that the Subcontract Agreement and Provisions of Subcontract Third Edition (2003) Incorporating General Conditions of Sub Contract 2003 for use in accordance with Subcontractors Works of Civil Engineering Construction as provided by the South African Federation of Civil Engineering Contractors be used as the basis of the subcontract between the Contractor and each selected subcontractor</p>

	<p>The Contractor shall incorporate in the subcontract provisions that:</p> <p>(a) In respect of the work of the goods that are subject of the subcontract the Selected Subcontractor undertakes to the Contractor <i>mutatis mutandis</i> the obligations and liabilities as are imposed upon the Contractor to the Employer in terms of the Contract, and hold the Contractor harmless from and indemnifies him against the same and in respect of all claims, demands, lawsuits, damages, costs, charges and expenses whatsoever arising out of or in connection therewith, or arising out of or in connection with any failure to perform such obligations or to fulfil such liabilities, and</p> <p>(b) the Selected Subcontractors hold the Contractor harmless from and indemnifies him against:</p> <p>(i) shortcomings in the subcontract works if and where the works were designed by the Selected Subcontractor;</p> <p>(ii) defects in the goods if and where the goods were manufactured and/or supplied by the Selected Subcontractor;</p> <p>(iii) any negligence by the Selected Subcontractor; his agents, workmen and servants:</p> <p>(iv) any misuse by the Selected Subcontractor of any Construction Plant, Temporary Works or materials provided by the Contractor for the purposes of the Contract; and</p> <p>(v) any claims as aforesaid</p> <p>(c) entitles him to pay direct to local and other labourers all payments the selected subcontractor has failed to make to any local and other labourers and to deduct, by way of settlement, the amounts paid by the Contractor from money owing to or that may become owing to selected subcontractor.</p>
4.11.1	<p><i>Add the following:</i></p> <p>"The employer reserves to himself the right, in his sole discretion, to reject any tender where it appears to the employer that the tenderer does not comply with any of the requirements.</p> <p>The requirements for all site staff are: Site Agent NQF 5 Supervisor NQF 5 Team Leader NQF 2"</p>
5.3	<p>The Contractor shall commence executing the Works within 21 days from the Commencement Date.</p> <p>Notwithstanding the above, the Contractor will not be permitted to commence executing the Works before the Form of Guarantee and required insurances and other specified items have been submitted and approved. This includes approval of the Health and Safety Plan.</p>
5.3.1	<p>The documentation required before commencement with Works execution are:</p> <ul style="list-style-type: none"> • Health and Safety Plan (Refer Clause 4.3) • Initial programme (Refer Clause 5.6) • Security (Refer Clause 6.2) • Insurance (Refer Clause 8.6)
5.3.2	<p>The time to submit the documentation required before commencement with Works execution is within 14 days of receipt of the signed Form of Offer and Acceptance.</p>
5.4.4	<p><i>Add the following new clause:</i></p> <p>"The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site. The Contractor shall also provide at his own cost any additional facilities outside the Site required by him for the purposes of the Works."</p>
5.5.1	<p>The Works shall be completed within the time frame stipulated or tendered (as applicable) on the Summary of the Bill of Quantities, inclusive of the special non-working days and the year-end break and inclusive of the 28 day period referred to in the programme.</p>
5.6.1	<p>The Contractor shall deliver a detailed programme of work within 14 days of the Commencement Date. The programme shall clearly show the order in which the Contractor proposes to carry out the work, including the critical path, the proposed rate of progress and a linked cash flow forecast. The programme shall be updated monthly. (5 working days comprise one working week, 9 working hours comprise one working day)</p>
5.8.1	<p>The non-working days are Sundays.</p> <p>The special non-working days are:</p> <p>All gazetted public holidays and the Contractor's year-end break as specified by SAFCEC.</p> <p>The Contractor must make provision in his program for all non- working days, which occur during the Contract period.</p>
5.9.8	<p>Tender Drawings shall be used for tender purposes only and shall not be used for construction.</p> <p>The Engineer shall have full power and authority to supply to the Contractor from time to time during the progress of the Works copies of such further drawings and such instructions as shall be necessary for the purpose of the proper and adequate execution and maintenance of the Works, which the Contractor shall carry out and be bound by.</p>

Clause																									
5.12.2.2	<p>Regardless of the cause of any delay an extension of time will only be considered if it can be shown that the activity delayed is on the critical path indicated on the Programme of Works (Clause 5.6.1).</p> <p>No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal Climatic Conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities exceed the number of working days listed below for each month, then abnormal climatic conditions shall be deemed to exist, and an extension of time shall be granted in accordance with the provisions of that Clause.</p> <p>The number of days quoted below shall be regarded as a fair estimate of the delays to be anticipated and allowed for under normal climatic conditions where inclement weather prevents or disrupts work on the critical path.</p> <table><tr><td>January</td><td>3 days</td><td>May</td><td>1 days</td><td>September</td><td>1 days</td></tr><tr><td>February</td><td>3 days</td><td>June</td><td>1 days</td><td>October</td><td>4 days</td></tr><tr><td>March</td><td>3 days</td><td>July</td><td>1 days</td><td>November</td><td>4 days</td></tr><tr><td>April</td><td>3 days</td><td>August</td><td>2 days</td><td>December</td><td>3 days</td></tr></table> <p>Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day delay is experienced. Should an extension of time be granted by the Engineer such extension of time will be added to the Time for Completion or set against any over-provision that may have occurred in the abovementioned schedule.</p> <p>It shall be further noted that where the critical path is not affected, no extension of time for <u>abnormal</u> climatic conditions or for any other reason will be entertained.</p>	January	3 days	May	1 days	September	1 days	February	3 days	June	1 days	October	4 days	March	3 days	July	1 days	November	4 days	April	3 days	August	2 days	December	3 days
January	3 days	May	1 days	September	1 days																				
February	3 days	June	1 days	October	4 days																				
March	3 days	July	1 days	November	4 days																				
April	3 days	August	2 days	December	3 days																				
5.12.3	The cost of time related general items will be calculated on the basis of the number of days in Clause 5.6.1.																								
5.13.1	<p><u>Penalty for late completion of the Works</u> The penalty for failing to complete the Works is R 1000 per day or part thereof, beyond the stated completion date.</p> <p><u>Penalty for failing to comply with subletting of the Works</u> The penalty for failing to comply with the minimum requirement of subletting at least 10% of the Contract value to SMME's (emerging sub-contractors), a penalty of 1,2 x the value of the amount to be sublet, minus the actual value sublet, will be implemented.</p> <p><u>Penalty for failing to comply with creating employment opportunities</u> The penalty for failing to comply with the minimum requirement of creating 20 employment opportunities on site for the duration of the contract shall be 1,5 x the value of the amount of employment that was not created, calculated at R220 per day per person.</p>																								
6.2	<p>The Performance Guarantee must substantially contain the wording of the document included as "Performance Guarantee" – See Form C1.3.</p> <p>The amount of the Performance Guarantee will be 10% of the Contract Price (including VAT) at the time that the Agreement comes into effect.</p> <p>The Deed of Guarantee is to be delivered within 14 (Fourteen) days after the Commencement Date</p>																								
6.8.2	<p>Contract Price Adjustment <u>is applicable</u> Price adjustment shall be in accordance with the Contract Price Adjustment Schedule included in the General Conditions of Contract.</p> <p>The value of "x" is 0,10 The values of the coefficients are: a = 0.20 (labour) b = 0.25 (contractor's equipment) c = 0.45 (material) d = 0.10 (fuel)</p> <p>The urban area nearest the Site is Port St Johns The base month is the month prior to award of the Contract</p>																								
6.8.3	"Price adjustments for variations in the costs of special materials (such as bitumen-based products, etc) shall only be considered with supporting documentary evidence. Details of special materials are indicated in the Contract Data."																								

Clause	
6.10.1.5	The percentage advance on materials on site but not yet built into the Permanent Works is 80% (eighty percent).
6.10.2	"Payment to the Contractor for any materials on site shall only be authorized after proof of ownership by the Contractor has been lodged with the Engineer in the form of receipted invoices or other acceptable documents, or if ownership is ceded to the Employer."
6.10.3	The percentage retention on the amounts due to the Contractor is 10%
6.10.6	A guarantee in lieu of retention is permitted.
8.2.1	<p><i>Add the following:</i></p> <p>"The Contractor shall protect the Works properly and shall so arrange his operations that the minimum danger and inconvenience are caused to the public and to vehicle and pedestrian traffic. For this purpose, he shall, inter alia, provide and maintain sufficient road traffic signs, lights, barricades, fencing and guarding as may be necessary or required by the Engineer or by any act, regulation or statutory authorities.</p> <p>All operations required in connection with the execution and completion of the Works shall, as far as the provisions of the Contract permit, not unnecessarily or in any improper manner encroach upon the use of public roads or upon access to private property, and the Contractor hereby indemnifies the Employer against any claims, demand, damage and costs that may arise in this regard.</p> <p>Compensation for such obligations shall be included in the Contractor's prices for provisional and general costs, except in as far as provision is made in the specifications for payment in respect of specific items pertaining to these obligations."</p>
8.6.1.1.2	The value of materials supplied by the Employer to be included in the insurance sum is Nil
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is Nil
8.6.1.2	The following additional and varied insurances are required: CAR & SASRIA.
8.6.1.3	The limit of indemnity for liability insurance is two million (R 2 000 000.00) rand for any single claim with the number of claims to be unlimited during the construction and defects liability periods.
8.6.1.5	<p>Additional Insurance is required for the following:</p> <ul style="list-style-type: none"> a) Insurance of Construction Plant and Equipment (including tools, offices and other temporary structures and contents) and all other items (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement. b) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993. c) Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity. d) Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's Policies of Insurance. e) The insurance policy held by the Contractor shall cover "wet risks" because a portion of the works will be in the confines of an existing river and storm water channel.
8.6.1.6	<p><i>Add the following as 8.6.1.6: Insurances to be effected</i></p> <p>"Where the contract involves manufacturing and/or fabrication of the Works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the Works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such Works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's policies of insurance."</p>
8.6.6	<p><i>Add the following:</i></p> <p>The Contractor shall within 14 days of the Commencement Date provide the Employer/Engineer the relevant policy or policies of insurance.</p>
9.2.1.3.8	The Contractor fails to provide the required Guarantee and insurances within the prescribed time.
9.2.1.3.9	The Contractor committed a corrupt or fraudulent act during the procurement process or the execution of the contract.
9.2.1.3.10	An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited the Contractor.
10.7	"Dispute resolution shall initially be by means of ad-hoc adjudication as per Clause 10.5.2. Should adjudication not be successful, then the dispute shall be referred to Arbitration under the provisions of Clause 10.7.1."

PART 2: DATA PROVIDED BY THE CONTRACTOR

Clause	
1.1.1.9	The Contractor is
1.2.1	The Contractor's address for receipt of communications is: Physical address: Postal address: Telephone: Fax: E-mail:
1.1.1.14	The time for completing the works is 8 months .
6.5.1.2.3	The percentage allowances to cover all charges for the Contractor's and subcontractor's profits, timekeeping, clerical work, insurance, establishment, superintendence and the use of hand tools is%
6.8.3	The rate for special materials, exclusive of value-added tax (VAT) are:

C1.3 PERFORMANCE GUARANTEE

PRO FORMA

PSJLM

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address:

"Employer" means:

"Contractor" means:

"Engineer" means:

"Works" means:

"Site" means:

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

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

Amount in words:

"Guaranteed Sum" means: The maximum aggregate amount of R.....

Amount in words:

"Expiry Date" means.....

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

PERFORMANCE GUARANTEE

- 1 The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
- 2 The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to the date of issue by the Engineer of the Certificate of Completion of the Works. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
- 3 The Guarantor hereby acknowledges that
 - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2 Its obligation under this Performance Guarantee is restricted to the payment of money.
- 4 Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;

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

Signed at

Date.....

Guarantor's signatory (1)

Capacity.....

Guarantor's signatory (2)

Capacity.....

Witness signatory (1)

Witness signatory (2)

C1.4 AGREEMENT IN TERMS OF THE OCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

THIS AGREEMENT made at

on this the day of in the year

between **PORT ST JOHNS MUNICIPALITY** (hereinafter called "the **Employer**") of the one part, herein represented by

in his capacity as

and

.....
(hereinafter called "the Mandatory") of the other part, herein represented by

.....
in his capacity as

WHEREAS the Employer is desirous that certain works be constructed, viz

CONSTRUCTION OF LUZUPHU ACCESS ROAD and has accepted a Tender by the Mandatory for the construction, completion and maintenance of such Works and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 The Mandatory shall execute the work in accordance with the Contract Documents pertaining to this Contract.
- 2 This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or Engineer requiring him to commence the execution of the Works, to either
 - (a) the date of the Final Approval Certificate issued in terms of Clause 5.16.1 of the General Conditions of Contract (hereinafter referred to as "the GCC"),
 - (b) the date of termination of the Contract in terms of Clauses 9.1, 9.3 or 9.4 of the GCC.
- 3 The Mandatory declares himself to be conversant with the following:
 - (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:
 - (i) Section 8 : General duties of employers to their employees;

- (ii) Section 9 : General duties of employers and self-employed persons to persons other than employees;
 - (iii) Section 37 : Acts or omissions by employees or mandataries, and
 - (iv) Subsection 37(2) relating to the purpose and meaning of this Agreement.
- (b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his subcontractors.
- 4 In addition to the requirements of Clause 8.4 of the GCC and all relevant requirements of the above-mentioned Volume 3, the Mandatory agrees to execute all the Works forming part of this Contract and to operate and utilise all machinery, plant and equipment in accordance with the Act.
- 5 The Mandatory is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.
- 6 ***The Mandatory warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.***
- 7 The Mandatory undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:
 - (a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
 - (b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
 - (c) The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Mandatory and/or his employees and/or his subcontractors.

In witness thereof the parties hereto have set their signatures hereon in the presence of the subscribing witnesses:

SIGNED FOR AND ON BEHALF OF THE PSJLM:

WITNESS

NAME
(IN CAPITALS)

SIGNED FOR AND ON BEHALF OF THE MANDATORY:

WITNESS

NAME
(IN CAPITALS)

CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

The signatory for the company that is the Contractor in terms of the above-mentioned Contract and the Mandatory in terms of the above-mentioned Act shall confirm his or her authority thereto by attaching to this page a duly signed and dated copy of the relevant resolution of the Board of Directors.

"By resolution of the Board of Directors passed at a meeting held on _____ 20.....,

Mr/Ms _____ whose signature appears below, has been duly authorised to sign the AGREEMENT in terms of THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 of 1993) on behalf of _____

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS/HER CAPACITY AS : _____

DATE : _____

SIGNATURE OF SIGNATORY : _____

WITNESS

NAME
(IN CAPITALS)

PART C2 PRICING DATA

C2.1 PRICING INSTRUCTIONS

C2.2 BILL OF QUANTITY

C2.1 PRICING INSTRUCTIONS

- 1 The General Conditions of Contract, the Contract Data, the Specifications (including the Project Specifications) and the Drawings shall be read in conjunction with the Bill of Quantities.
- 2 The Bill comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.

Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Engineer is obliged to base his assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the Bill.

Clause 8 of each Standardized Specification, and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specifications, all set out which ancillary or associated activities are included in the rates for the specified operations.

- 3 Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Project Specifications. No consideration will be given to any claim by the Contractor submitted on such a basis. The Bill has been drawn up generally in accordance with the latest issue of Civil Engineering Quantities¹. Should any requirement of the measurement and payment clause of the appropriate Standardized or Project Specification(s) be contrary to the terms of the Bill or, when relevant, to the Civil Engineering Quantities, the requirement of the appropriate Standardized, Project, or Particular Specification as the case may be, shall prevail.
- 4 Unless stated to the contrary, items are measured net in accordance with the Drawings without any allowance having been made for waste.
- 5 The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Tender is based.
- 6 The quantities set out in the schedule of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the schedule of quantities, will be used to determine payments to the contractor.
- 7 An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.

The Tenderer shall also fill in a rate against the items where the words "rate only" appear in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the tendered rates shall apply should work under these items actually be required.

Should the Tenderer group a number of items together and tender one sum for such group of items, the single tender sum shall apply to that group of items and not to each individual item, or should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed to be nil.

The tendered rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.

- 8 The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment.

Ordering of materials are not to be based on the Bill of Quantities, but only on information issued for construction purposes.

¹ The standard system of measurement of civil engineering quantities published by the South African Institution of Civil Engineers.

- 9 For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:
- | | | |
|----------|---|---|
| Unit | : | The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications |
| Quantity | : | The number of units of work for each item |
| Rate | : | The payment per unit of work at which the Tenderer tenders to do the work |
| Amount | : | The quantity of an item multiplied by the tendered rate of the (same) item |
| Sum | : | An amount tendered for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units |

- 10 The units of measurement indicated in the Bill of Quantities are metric units. The following abbreviations may appear in the Bill of Quantities:

Mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m ²	=	square metre
m ² -pass	=	square metre-pass
ha	=	hectare
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
kW	=	kilowatt
kN	=	kilonewton
kg	=	kilogram
t	=	ton (1 000 kg)
%	=	per cent
MN	=	meganewton
MN-m	=	meganewton-metre
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum

C2.2: BILL OF QUANTITIES

SIGNATURE OF TENDERER:

ON BEHALF OF:

DATE:

PART C3 SCOPE OF WORKS

CONTENTS**C3.1 DESCRIPTION OF WORKS**

C3.1.1 Miscellaneous

C3.1.2 PSJLM's objectives

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C3.1.4 Extent of Works

C3.1.5 Location of the Works

C3.1.6 Temporary Works

C3.2 ENGINEERING

C3.2.1 Design

C3.2.2 PSJLM's

Design

C3.2.3 Contractor's Design

C3.2.4 Drawings

C3.2.5 Design procedure

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C3.3.1 Preferential Procurement

C3.3.2 Subcontracting

C3.3.3 Feature Requiring Special Attention Regarding use of Local Labour

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C3.5 MANAGEMENT

C3.5.1 HEALTH AND SAFETY

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C3.5.1.4 Traffic control on roads

C3.5.1.5 Measures against disease and epidemics

C3.5.1.6 Aids awareness

C3.1 DESCRIPTION OF THE WORKS

C3.1.1 MISCELLANEOUS

The works specifications form an integral part of the contract documents and shall be deemed to supplement, the Standard Specifications

In the event of any discrepancy or conflict with any part or parts of the Standard Specifications, the Bill of Quantities or the Drawings, the Works Specifications shall take precedence.

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

C3.1.2 PSJLMM's OBJECTIVES

The Port St Johns Municipality (PSJLM) intends to construct access road in accordance with the Eastern Cape Department of Transport Type 7A standards for access roads. The project is aimed at improving vehicle access within the community, as part of the PSJLM's service delivery obligations to the community of Luzuphu . The works are to be partly executed using labour intensivemethods by making use of local resources coupled with opportunities of training for communities in close proximity of the project.

C3.1.3 OVERVIEW OF THE WORKS

The road length is approximately 7km by 5m wide gravel access road with construction period of 8 months. The road topography changes gradually from mountainous to fairly flat gradient and is not accessible in all weather conditions. The entire length of the proposed road will consist of gravel pavement layers with associated stormwater drainage system where necessary. The project aims to upgrade it to acceptable standards to improve the socio – economic conditions of the local community.

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

- Construction of a new 7km gravel access road
- Earthworks associated with suitable horizontal and vertical alignment for whole length of 7km.
- Cut to fill Earthworks
- Roadbed Preparation
- Subgrade - 150mm Gravel Material G7 minimum in-situ material compacted to 93% Modified AASHTO.
- Road Benching
- Provision of associated storm water drainage facilities.
- Concrete work on steep sections
- Provision of erosion protections.
- Road signs and other miscellaneous item.
- Nameboard Installation

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.

C3.1.5 LOCATION OF THE WORKS

The project area is located on the boundary portion of Port St Johns in the Port St Johns Municipal area under Ward 17, which falls under the jurisdiction of the O.R Tambo District Municipality in the Eastern Cape Province. The project focus area is located approximately +-57km's from the town at PSJ towards Lusikisiki town. To exact site location from CBD you travel for about 40km's along R61 towards Lusikisiki town then branch off to the left to Bambisana Hospital 8km away joining the gravel road on the right which will be 9km's to where the proposed road starts at Luzuphu Village.

Luzuphu access road starting point coordinates are as follows:

Road No.	Co-ordinates (start)		Co-ordinates (end)	
	Latitude	Longitude	Latitude	Longitude
1				
2				

Refer to Part C4, Site Information for a Locality Plan.

C3.1.6 TEMPORARY WORKS

The Contractor will be responsible for accommodation of traffic, both on access routes and the residential area. It is anticipated that residents will be disrupted as little as possible and will have access to their houses as far as possible. Note that Councillors and residents will be informed well in advance via the CLO and Contractor.

Temporary works will comprise of dealing with water whilst constructing trenches, laying pipes and constructing the roadworks.

During the construction the Contractor will ensure that the area is barricaded and safe for the public at all times.

C3.2 ENGINEERING

C3.2.1 DESIGN

The responsibilities for design are as follows:

Permanent Works:

Assessment, Concept and Preliminary Design	Engineer
Documentation to tender stage	Engineer
Detail design to approved for construction stage	Engineer
Temporary works	Contractor
Preparation of record drawings	Employer, the Contractor however has to provide the relevant information to the Employer to compile the record drawings

- (a) The Engineer is responsible for the design of the permanent Works as reflected in the Contract Documents unless otherwise stated.
- (b) The Contractor is responsible for the design of the temporary Works and their compatibility with the permanent Works.
- (c) The Contractor shall supply all details necessary to assist the Engineer in the compilation of the record drawings.

C3.2.2 PSJLM'S DESIGN

The entire Permanent Works have been designed by the Employers representative, i.e. PSJ Engineers.

C3.2.3 CONTRACTOR'S DESIGN

The Contractor will supply a typical layout for accommodation of traffic. Only after approval of these will he be given access to the site. Any alterations to this layout needs to be approved by the Engineer and the Employer.

C3.2.4 DRAWINGS

The Contractor shall use only the dimensions stated in figures on the Drawings in setting out the Works, and dimensions shall not be scaled from the Drawings, unless required by the Engineer. The Engineer will, on the request of the Contractor in accordance with the provisions of the Conditions of Contract, provide such dimensions as may have been omitted from the Drawings.

The Contractor shall ensure that accurate records are kept of all infrastructure installed or relocated during the contract. The position of pipe bends, junction boxes, duct ends and all other underground infrastructure shall be given by either co-ordinates, or stake value and offset. Where necessary, levels shall also be given. A marked-up set of drawings shall also be kept and updated by the Contractor. This information shall be supplied to the Engineer's Representative on a regular basis.

All information in possession of the Contractor, required by the Engineer and/or the Engineer's Representative to complete the record drawings, must be submitted to the Engineer's Representative before a Certificate of Completion will be issued.

The Drawings prepared by the Employer for the permanent Works are listed and bound in a separate volume. The Employer reserves the right to issue amended and/or additional drawings during the Contract.

C3.2.5 DESIGN PROCEDURES

All statutory requirements shall be taken into consideration.

C3.3 PROCUREMENT

C3.3.1 PREFERENTIAL PROCUREMENT

C3.3.1.1 Requirements

The work shall be executed in accordance with the conditions associated in this document.

C3.3.1.2 Resource standard pertaining to targeted procurement

Refer to C3.3.3

C3.3.2 SUBCONTRACTING

C3.3.2.1 Scope of mandatory subcontract works

Not applicable

C3.3.2.2 Preferred subcontractors/suppliers

Refer to C3.3.4

C3.3.2.3 Subcontracting procedures

Sub Contractors shall submit a Health and Safety Plan to be approved by the Engineer.

C3.3.3 FEATURES REQUIRING SPECIAL ATTENTION REGARDING USE OF LOCAL LABOUR

C3.3.3.1 SMME & LOCAL LABOUR SPECIAL REQUIREMENTS

The Tenderer's attention is drawn to the following requirements which will form part of his responsibility and which he needs to take into consideration in his tender price regarding the use of SMME Contractors and the use of Local Labour for the work contained in Schedule A only:

- Worker Contracts need to be set up with each employee (full-time and casual).
- The Contractor is required to register with the South African Revenue Services.
- Registration with the Unemployment Insurance Fund (UIF) as well as the Compensation of Occupational Injuries and Diseases Fund (Workmen's Compensation) is required.
- Fulfilment of the following employment targets are essential and need to be attained:
 1. **At least 10% of the Contract value must be sublet to SMME's (emerging sub-contractors in Port St Johns).**
 2. **Create a minimum of 20 job opportunities on site for the duration of the contract period. Local labour needs to be employed within the boundaries of Ward 17**

C3.3.3.2 LABOUR INTENSIVE WORK

Guiding Principle

The guiding principles upon which the labour intensive work to be provided is based, include:-

- creating sustainable job opportunities,
- poverty alleviation,
- local authority empowerment, and
- ensuring financial accountability

In line with the above, the following targets have been set in order to reach objectives and this Contract will be subject to these targets:

- **Labour intensive methods of construction** are to be used where possible.

The Contractor shall therefore be required to plan his activities to maximise the use of local labour. A “local worker” is defined as a person whose domicilium citandi ex executandi shall be in Port St Johns. The rates tendered shall cover the full cost of the all labour intensive work.

The following activities will be conducted by hand:

- Placing of bedding
- Compacting of bedding
- Laying pipe lines
- Placing of the bedding blanket
- Construction of gabions
- Construction of headwalls

TENDERER’S PARTICIPATION IN JOB CREATION USING LOCAL LABOUR

The Contractor shall be required to participate in job creation (employment of local labour) by executing various portions of the Works using local labour (unskilled or semi-skilled), recruited from the local community, who are South African Citizens or foreigners in possession of a work visa issued by the Department of Home Affairs (only one such foreigner may be employed on any project). Proof of citizenship or work visa may be audited during the contract period.

The creation of one job shall mean the temporary employment, for any period of time, of one such unskilled or semi skilled labourer from the local community.

The Tenderer shall note the requirements for Job Creation Reporting for EPWP as set out in the Requirements of the Expanded Public Works Programme (EPWP) of the project specifications.

The number of jobs to be created using such local labour is inclusive of the local labour employed to execute various portions of the Works by both the main Contractor and any subcontractors, including the small development subcontractors.

The number of jobs to be created using such local labour shall include for a minimum percentage allocation to the following individual targeted groups:

- 60% Women;
- 55% Youth; and
- 2% Disabled.

The minimum required content of such local labour for this project shall be calculated as follows:

$$\begin{aligned} & \text{Minimum required content of such local labour (\%)} \\ = & \quad (100 \times \text{amount spent on wages for such local labour (excluding VAT)}) \\ & \quad \quad \quad (\text{total value of the project (excluding VAT)}) \end{aligned}$$

The minimum required content of such local labour for this project shall be x %.

(Compiler to insert the target minimum percentage based on detailed calculations of the local labour component anticipated for each scheduled pay item, including the pay items contributing to the provisional sum associated with the construction Works carried out by Targeted Enterprise subcontractors appointed).

For purposes of completing the table on the next page containing the Tenderer’s declaration with respect to participation in job creation using local labour, the total value of the project shall be the amount of the Tender Offer.

TENDERER'S DECLARATION WITH RESPECT TO PARTICIPATION IN JOB CREATION USING LOCAL LABOUR:

The Tenderer shall complete the table below reflecting the anticipated local labour force to be employed on this contract, including such local labour employed by subcontractors.

I/We hereby tender to participate in job creation through the employment of local labour by creating the following number of jobs using unskilled or semi-skilled labourers, recruited from the local community, who are South African Citizens or foreigners in possession of a work visa issued by the Department of Home Affairs (only one such foreigner may be employed on any project), including for a minimum allocation of 60% Women, 55% Youth and 2% Disabled:

Local labour comprising unskilled or semi skilled labourers recruited from the local community Anticipated number of jobs to be created Total number of person days anticipated Wage rate per person day (excluding VAT)

(Rand) Total wage cost (excluding VAT)

(Rand)

Contractor's local labour content

Subcontractors' local labour content

Total anticipated wage cost of local labour content (excluding VAT) R

Tender Offer (excluding VAT) R

Hence anticipated local labour content

expressed as a percentage of the Tender Offer (excluding VAT)

Note: Should this percentage not equal or exceed the specified minimum percentage, the tender will be considered non-responsive in terms of subclause F.3.8 of the Conditions of Tender and such a tender shall be rejected. %

Specified minimum local labour content

(Compiler to insert the specified minimum percentage) x %

A penalty shall be applied to any shortfall in the local labour content achieved, as set out in the Requirements of the Expanded Public Works Programme (EPWP) of the project specifications. The penalty shall not apply to shortfalls in the allocations to the individual target groups (i.e., Women/Youth/Disabled), only to shortfalls in the total local labour content achieved.

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the Tenderer, confirms that he/she understands the conditions for such participation and confirms that the tender satisfies the conditions for participation in job creation through the employment of local labour.

Name:

Duly authorized to sign on behalf of:

SIGNATURE: DATE:

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

Failure to complete, sign and date this form shall result in the tender being considered non-responsive in terms of subclause F.3.8 of the Conditions of Tender and such a tender shall be rejected.

ITEMS SCHEDULED FOR CONSTRUCTION USING LABOUR-INTENSIVE METHODS

Those parts of the Works to be constructed using labour-intensive methods are marked in the Schedule of Quantities with the letters LI, either in a separate column or as a prefix or suffix against every item so designated. The Works or parts of the Works so designated are to be constructed using labour-intensive methods only, unless otherwise specified in the Scope of Work.

The items marked with the letters LI include:

- (a) Items in the COLTO Standard Specifications that would normally be carried out using labour intensive construction methods.
- (b) Items in the COLTO Standard Specifications that would normally be carried out using plant but which have been modified specifically so as to require the use of labour-intensive construction methods instead of plant for some or all of the work components of the item.
- (c) New items that have been written for this contract specifically requiring the use of labour intensive construction methods rather than plant for some or all of the work components of the item.

The items marked with the letters LI are not necessarily an exhaustive list of all the activities which could be carried out using labour-intensive methods. Where a minimum percentage for local labour content is specified, additional activities may need to be identified to be carried out using labour intensive methods rather than plant in order to meet such target.

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

Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the scope of works) will not be made unless they are constructed using labour-intensive methods. Any unauthorized use of plant to carry out work, which was to be done labour-intensively will not be condoned, and any works so constructed will not be certified for payment.

NOTE TO COMPILER:

The compiler is to ensure that a column entitled "LI" is placed on each page of the schedule of quantities between the "DESCRIPTION" and "UNIT" columns. The compiler shall print the abbreviation "LI" in this column, between the applicable DESCRIPTION and UNIT, against each payment item or sub item where labour-intensive construction methods are required to be used in terms of the project documentation. Refer to the EXAMPLE OF THE "LI" COLUMN below.

The "LI" column shall be just wide enough to accept the printed letters "LI", and the "RATE" and "AMOUNT" columns in which the Tenderer is required to write his figures shall be maintained at a practical width to accept such handwritten figures.

It is noted that the COLTO standard specifications are not specifically written for labour-intensive construction, and many of the standard COLTO items will therefore need to be modified to accommodate a change to labour-intensive construction. The compiler is therefore required, where applicable, to ensure that each such "LI" item that is a COLTO standard item is designated as a B item in the "ITEM" column, and that a project specification is written for that B-item in order to modify the COLTO standard item with regard to the required labour intensive components of the item.

In writing such B-items, the compiler is particularly to note that it is possible that certain components of the standard COLTO items may not be conducive to labour-intensive construction methods, and one cannot therefore describe the entirety of such items in the project specifications as being carried out using labour-intensive construction methods.

By way of example, even though in terms of item 17.01 (Clearing and grubbing) it may be feasible to clear using labour-intensive construction methods, it does not necessarily follow that it is feasible to grub using such methods, and it is highly unlikely that it is feasible to transport the cleared material to spoil using such methods. The compiler must therefore take due care in compiling such labour intensive construction B-items to ensure that it is clear to the Tenderer which components of such B-items are scheduled for construction using labour-intensive methods.

EXAMPLE OF THE “LI” COLUMN:

ITEM	DESCRIPTION	LI	UNIT	QUANTITY	RATE	AMOUNT R c	
B17.01	Clearing and grubbing	LI	ha	15			

NOTE TO COMPILER:

For guidance, an example is given immediately below to show the typical payment items to be included in the schedule of quantities for: Requirements of the Expanded Public Works Programme (EPWP). The compiler shall adjust the items, item descriptions, quantities and provisional sums as necessary to suit the requirements of the specific project.

C3.3.3.3 PENALTY CALCULATION**Use of SMME's**

Should the contractor fail to meet the minimum requirement of subletting at least 10% of the Contract value to SMME's (emerging sub contractors), a penalty of 1,2 x the value of the amount to be sublet, minus the actual value sublet, will be implemented. This amount will be deducted from the Contractor's payment certificate.

The Contractor is to indicate to the Client via a report certified by their auditors indicating that at least 10% of the Contract value has been paid to SMME's.

SCC 4.1.1 Extent of Contractor's obligations

Add the following new paragraphs to the end of Clause 4.1.1:

"If the Contractor fails to achieve the monetary value of the target set by the Employer for local labour content in terms of the Requirements of the Expanded Public Works Programme (EPWP) in the Particular Specifications, the Contractor shall be liable to the Employer for a sum calculated in accordance with the Contract Data and the aforementioned Scope of Works as a penalty for such underachievement.

Use of Local Labour

Should the contractor fail to meet the minimum requirement of creating 20 employment opportunities on site for the duration of the contract, a penalty of 1,5 x the value of the amount of employment that was not created, calculated at R220-00 per day per person, will be calculated and imposed. This amount will be deducted from the Contractor's payment certificate.

The Contractor is to indicate to the Client via a report certified by their auditors indicating the payments made to Local Labour.

Payment

10.1 The contractor shall furnish the Municipality with an invoice upon fulfilment of obligations stipulated in the contract.

10.2 Payments shall be made promptly by the Municipality but in no case later than thirty (30) days after submission of an invoice or claim by the contractor.

10.3 Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the scope of works) will not be made unless they are constructed using labour-intensive methods. Any unauthorized use of plant to carry out work, which was to be done labour-intensively will not be condoned, and any works so constructed will not be certified for payment

10.4 The Contractor's payment certificates shall be accompanied by labour returns providing the labour information for the corresponding period in a format specified by the Employer.

Should the Contractor choose to delay submitting payment certificates, the labour returns shall nevertheless still be submitted as per the frequency and timeframes stipulated by the Employer. The Contractor's payment certificates shall not be paid by the Employer until all pending labour information has been submitted.

The following information shall be maintained on site and submitted with each payment certificate in the format specified by the Employer:

- Copies of the signed contracts between the Contractor and any new EPWP participants (the Contractor shall note that all such formal contracts of employment entered into with persons employed under the Expanded Public Works Programme (EPWP) shall expire on 31 March each year, and the Contractor shall therefore be required to enter into new contracts with such persons as of 01 April each year, and shall be required to submit copies of all such new contracts with the first payment certificate thereafter);
- Certified ID copies of all local labour employed as EPWP participants;
- Attendance registers for the EPWP participants;
- Proof of payment of EPWP participants; and
- Information as required in terms of the EPWP Data Collection Tool template.

PARTICULAR SPECIFICATIONS

REQUIREMENTS OF THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP)

NOTE TO COMPILER:

Prior to the submission of the draft document, the compiler shall agree with the Project Manager the number of NYS workers (if any) to be employed in terms of the contract, and shall adjust this accordingly.

Compiler to modify (a) below and delete (b) if the NYS Programme is not required to be implemented in terms of this contract.

This section provides specifications with regard to the following:

- (a) The Expanded Public Works Programme (EPWP); and
- (b) The National Youth Service (NYS) programme, which is a government programme implemented by the National Department of Public Works forming part of the Expanded Public Works Programme (EPWP).

The Contractor shall be required to participate in job creation (employment of local labour) by executing various portions of the Works using local labour (unskilled or semi-skilled), recruited from the local community, who are South African Citizens or foreigners in possession of a work visa issued by the Department of Home Affairs (only one such foreigner may be employed on any project). Such local labour shall be the targeted participants in the EPWP and NYS programmes.

Furthermore, in order to avoid duplication of training programmes and training facilities, all structured training, including the training for Small Contractor Development (SCD), (in those instances where SCD is included in the contract), shall be measured and paid for in terms of the pay items provided in this section.

1. EXPANDED PUBLIC WORKS PROGRAMME (EPWP)

1.1 Labour-Intensive Construction (LIC), supervision and management for the Expanded Public Works Programme (EPWP)

The Expanded Public Works Programme (EPWP) is a multi-sectoral government initiative to create jobs. In the case of the infrastructure sector, existing government expenditure is realigned using labour-intensive technologies to create job opportunities. This involves the use of both labour and plant, where labour is preferred and plant is used appropriately.

All work undertaken in terms of the Expanded Public Works Programme (EPWP) shall be implemented using labour-intensive construction methods to the extent economically feasible, in accordance with the "Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP) Third Edition 2015".

The aforementioned guidelines can be downloaded from the EPWP website of the Department of Public Works (<http://www.epwp.gov.za/>).

Items scheduled for labour-intensive construction are marked with the letters "LI" in the schedule of quantities in the manner described in the Pricing Instructions.

Contractors shall note that they shall employ in labour-intensive works only those supervisory and management staff that have completed the required Skills Programme in terms of Appendix C of the aforementioned guidelines:

- Foremen / Supervisors at NQF level 5 "National Certificate: Supervision of Civil Engineering Construction Processes";
- Site Agent / Construction Manager at NQF level 5 "Manage Labour-Intensive Construction Processes" or equivalent Quality Council for Trades and Occupations (QCTO) qualifications at NQF level 5 or 7.

In addition to their normal supervisory and management functions, the aforementioned supervisory and management staff shall also be responsible for setting the workers' daily tasks in accordance with labour intensive construction principles, and for ensuring that the EPWP job creation reporting data is accurately recorded on a daily basis and compiled and submitted to the Employer each month in accordance with clause 3 of this section.

1.2 Labour laws applicable to the Expanded Public Works Programme (EPWP)

The work to be undertaken on this contract by unskilled or semi-skilled workers under the Expanded Public Works Programme (EPWP) shall be implemented in accordance with:

- the Code of Good Practice for Employment and Conditions of Work for Expanded Public Works Programmes (EPWP), issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No. 129 of 18 February 2011 (Government Gazette No. 34032 of 18 February 2011); and
- Ministerial Determination 4: Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No. R347 of 4 May 2012.

The aforementioned Government Notice No. R347 contains the standard terms and conditions for workers employed in elementary occupations on an Expanded Public Works Programme (EPWP). These terms and conditions do not apply to persons employed in the supervision and management of an Expanded Public Works Programme (EPWP).

The above documents can be downloaded from the EPWP website of the Department of Public Works (<http://www.epwp.gov.za/>).

1.3 Persons to be employed under the Expanded Public Works Programme (EPWP)

All local labour required for the execution of labour-intensive works shall be engaged strictly in accordance with prevailing legislation.

The Contractor shall, through the Project Liaison Committee (PLC) and with the assistance of the Community Liaison Officer (CLO), inform the local community of the labour intensive works proposed and the employment opportunities thereby presented.

The Contractor shall determine the minimum education level / skills required to undertake the works specified. In consultation with the PLC and the War Room convener for each relevant ward, selection of the local labour shall be made from households on the Operation Sukuma Sakhe (OSS) database profiled through the War Room for each ward. The list obtained from the OSS database must be accompanied by a letter from the War Room convener

confirming that all the information provided was sourced from the War Room and that all listed incumbents reside within the relevant ward. The Contractor must maintain records of household profiles as part of the portfolio of evidence for selection. Selection shall be based on the minimum education level / skills required and the most needy households, as determined by the household profiling. Preference shall be given for at least one person from each household in the community to be employed before further persons are considered for selection.

The Contractor shall endeavour to ensure that the number of temporary jobs using local labour (unskilled or semi-skilled), recruited from the local community, who are South African Citizens or foreigners in possession of a work visa issued by the Department of Home Affairs (only one such foreigner may be employed on any project), shall include for a minimum allocation of:

- 55% women;
- 55% youth who are between the ages of 16 and 35; and
- 2% persons with disabilities.

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

The contractor shall comply with the minimum supervisor to worker ratio stated below, required to ensure the effective supervision of the labour-intensive works for all LI activities undertaken on this project:

Minimum supervisor to worker ratio = 1: ####

(Compiler to insert the minimum supervisor to worker ratio required for this project in order to ensure the effective supervision of the labour-intensive works).

1.4 Contract of employment with persons employed under the Expanded Public Works Programme (EPWP)

The Contractor shall enter into a formal contract of employment with each person employed under the Expanded Public Works Programme (EPWP), using the pro forma contract of employment attached at the end of this section: Particular Specifications.

The Contractor shall note that all such formal contracts of employment entered into with persons employed under the Expanded Public Works Programme (EPWP) shall expire on 31 March each year, and the Contractor shall therefore be required to enter into new contracts with such persons as of 1 April each year.

1.5 Employment of targeted labour under the Expanded Public Works Programme (EPWP)

The Contractor shall be contractually obliged to:

- (a) brief EPWP workers on the conditions of employment;
- (b) enter into a formal contract of employment with each EPWP worker, which contract will form part of the Employment Agreement;
- (c) keep personnel files for all EPWP workers and make copies available to the Employer if and when requested; and
- (d) ensure that payments to EPWP workers are made in accordance with Government Notice No. R347.

The rate of pay for persons employed under the Expanded Public Works Programme (EPWP) shall be:

R_____per task (for task-rated workers); (Compiler to insert the rate of pay as agreed with the local community, based on negotiations carried out with the local community in the presence of the Employer during the design phase of the project prior to the invitation of tenders).

or

R_____per day (for time-rated workers). (Compiler to insert the rate of pay as agreed with the local community, based on negotiations carried out with the local community in the presence of the Employer during the design phase of the project prior to the invitation of tenders).

During those periods when an EPWP worker is engaged in formal classroom training (other than in-service training), the rate of pay shall be equal to the minimum wage rate as set on an annual basis in the Ministerial Determination for the Expanded Public Works Programme. (Compiler to note that this minimum wage rate applies when an EPWP worker is engaged in formal classroom training).

Tasks set by the Contractor shall be such that:

- (a) the average EPWP worker completes 5 tasks per week in 40 hours or less; and
- (b) the weakest EPWP worker completes 5 tasks per week in 55 hours or less.

The Contractor shall revise the time taken to complete a task whenever it is established that the time taken per week to complete the tasks set does not fall within the limits indicated in (a) and (b) above.

1.6 Training of persons employed under the Expanded Public Works Programme (EPWP)

The training of persons employed under the Expanded Public Works Programme (EPWP) is described in clause 4 below.

1.7 Contractor's obligations towards persons employed under the Expanded Public Works Programme (EPWP)

Over and above implementing in accordance with Government Notice Nos. 129 and R347 the EPWP work to be undertaken on this contract, it shall be the responsibility of the Contractor to carry out the following functions with respect to the EPWP workers:

- (a) ensure that all participants are covered by the Compensation for Occupational Injuries and Diseases Act, 1993, for as long as they are contracted to the Contractor, and pay in full to the Compensation Commissioner such amounts as are due in terms of the Act;
- (b) pay in full to the Unemployment Insurance Fund for all participants such UIF contribution amounts as are due in terms of the Unemployment Insurance Act, 2001, as amended, and the Unemployment Insurance Contributions Act, 2002, as amended, and provide proof of such UIF payments upon request;
- (c) ensure that all participants are paid their wages on time through the pre-agreed payment method as stipulated in the participant contract of employment;
- (d) implement health and safety procedures with respect to the participants, ensuring that the health and safety regulations are adhered to;
- (e) ensure that all participants receive induction on site safety prior to commencing with work on site;
- (f) provide all participants with the necessary protective clothing and equipment as required by law for the specific tasks in which the participants are involved, in addition to the branded overalls stipulated for EPWP workers;
- (g) provide safe on-site storage facilities for apparel and tools issued to the participants;
- (h) assist in the assessment of participants with regard to their competencies;
- (i) provide overall supervision and day-to-day management of participants; and
- (j) implement strict quality control to ensure that the work carried out by the participants is of the required standard, and, where necessary, to train and mentor the participants to assist them in achieving the standards required.

1.8 Apparel and tools for persons employed under the Expanded Public Works Programme (EPWP)

The Contractor shall provide Personal Protective Equipment (PPE) to all EPWP workers in accordance with the requirements arising from Part E: OHS 1993 Health and Safety Specification and the Contractor's site specific health and safety plan and accompanying risk assessments.

Where indicated below, certain items of the PPE issued by the Contractor to the EPWP workers shall include branded EPWP markings in accordance with the attached branding requirements.

PPE shall comprise the following:

(a) Compulsory PPE issued to all EPWP workers for use during general work activities:

- Protective overalls (two sets), orange in colour, with EPWP branding;
- Lime green reflective safety vest with EPWP branding;
- Protective footwear; and
- Protective gloves.

(b) PPE issued to EPWP workers for specific activities where required in terms of the Contractor's site specific health and safety plan and accompanying risk assessments, such as:

(Compiler shall not omit any of the PPE listed below. However, the compiler may add to the list if any other PPE not listed below is known to be required).

- Protective headwear, orange in colour, with EPWP branding;
- Protective eyewear such as spectacles and goggles;
- Protective face shields;
- Protective earplugs and earmuffs;
- Respiratory masks;
- Disposable safety apparel;
- Kidney belts;
- Safety harnesses; and
- Any other protective equipment identified.

The Contractor shall replace any item of issued PPE that becomes unserviceable.

The Contractor shall not charge any fee to the EPWP workers for the prescribed PPE issued except under the following circumstances:

- where the employee requests the issue of additional PPE in excess of what is prescribed;
- where the employee has patently abused or neglected the issued PPE leading to early failure; or
- where the employee has lost the issued PPE.

The Contractor shall instruct and train the EPWP workers in the use of all PPE issued, and shall ensure that they use the prescribed equipment.

EPWP workers shall not have the right to refuse to use or wear the equipment prescribed by the Contractor. If it is not possible for an EPWP worker, through health or any other reason, to use or wear the prescribed PPE issued, such employee shall not be allowed to continue working under the hazardous conditions for which the equipment was prescribed. Under such circumstances an alternative solution shall be found, and this may include relocating or discharging the employee.

The Contractor shall provide each EPWP worker with hand tools of adequate quality and of the type required to carry out the assigned tasks safely and efficiently.

The Contractor shall instruct and train the EPWP workers in the safe and efficient use of all hand tools issued.

The Contractor shall maintain the issued tools in a serviceable and safe working condition.

The EPWP workers shall be responsible for the safe on-site storage of all PPE and tools issued to them, using the storage facilities provided on site by the Contractor.

No separate payment shall be made for providing the EPWP workers with PPE, or for providing relevant items of PPE in the specified colours with branded EPWP markings. Furthermore, no separate payment shall be made for providing the EPWP workers with hand tools or for providing them with safe storage facilities on site for PPE and tools. The

Contractor shall therefore make provision for all costs related to providing the PPE, tools and safe storage facilities in the tendered rates and prices for the various items of work scheduled throughout the schedule of quantities.

1.9 EPWP contract signboard

The Contractor will be required to erect a contract signboard displaying the EPWP logo, indicating that this project is part of the Expanded Public Works Programme (EPWP). All costs related to the provision, erection and subsequent removal of the contract signboard shall be refunded to the Contractor through the pay item provided in section 1300 of the schedule of quantities for this purpose.

1.10 Payment matters relating to the EPWP work

1.10.1 General

No separate pay items shall be provided in terms of the schedule of quantities for the construction work activities carried out by EPWP participants. Payment for such work activities shall be made only indirectly, in terms of the pay items scheduled for the work activities in which such persons are engaged.

Furthermore, no direct payment will be made to cover the Contractor's costs associated with implementing the on-site work programme for the EPWP participants, for planning, organising, directing, controlling and administering their day to day activities, including the setting of daily tasks, record keeping and any on-site liaison, training and mentoring required, and for the associated job creation reporting, and such costs shall therefore be built into the rates tendered for the various items of work scheduled throughout the schedule of quantities.

1.10.2 Payment for labour-intensive components of the work

Payment will be made for items which are designated for labour-intensive construction in the schedule of quantities only in those instances where such items are constructed using labour intensive methods.

Any unauthorised use of plant to carry out work which was scheduled to be carried out using labour intensive methods will not be condoned and any Works so constructed will not be certified for payment. Any non-payment for such Works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

During the course of construction, as a result of unforeseen site conditions or operating conditions encountered, it may happen that an item designated for labour-intensive construction can no longer be carried out in a safe and economically feasible manner, either in full or in part, using labour intensive methods. In such instances the Employer's Agent shall, where necessary, order a variation in terms of clause 6.3 of the of the General Conditions of Contract 2015 with respect to that portion of the item quantity that cannot be carried out using labour intensive methods.

1.11 Penalty applicable to any shortfall in the local labour content achieved

The amount spent on wages for local labour (excluding VAT) for this project, as certified by the Employer's Agent, shall equal or exceed the specified minimum percentage of the contract amount which is the Contract Price (adjusted to exclude penalties and value added tax).

The Contractor is obliged to commit to or exceed the specified minimum percentage of local labour content stated by the Employer.

In the event that the Contractor fails to substantiate that any failure to achieve the minimum required local labour content for this project is due to quantitative underruns, the elimination of items contracted to local labour, or any other reason beyond the Contractor's control which may be acceptable to the Employer, the Contractor shall be liable for a financial penalty as prescribed in clause SCC 4.1.1 of the Special Conditions of Contract. The financial penalty shall be calculated as follows:

$$P = 0,05 \times [(E - E_0)/100] \times CA$$

where:

E is the specified minimum percentage for local labour content

E_o is the local labour content percentage which the Employer's Agent certifies as being achieved upon completion of the contract

CA is the contract amount which is the Contract Price (adjusted to exclude penalties and value added tax)

P is the monetary value of penalty payable

The penalty shall not apply to shortfalls in the allocations to the individual target groups (i.e., Women/Youth/Disabled as per clause 1.3 above), only to shortfalls in the total local labour content achieved.

The evaluation of the Contractor's achievement of the local labour content percentage shall be undertaken monthly by the Employer's Agent, based on the accumulative achievements in comparison to the programmed utilisation of local labour. Failure by the Contractor to achieve the interim target shall result in the Contractor being liable for a financial penalty as prescribed in this clause.

2. NATIONAL YOUTH SERVICE (NYS)

NOTE TO COMPILER:

If the employment of NYS workers is not required in terms of this contract, the compiler shall insert the following at the start of this clause 2 then delete the remainder of clause 2:

Note: The Contractor shall not be required to employ NYS workers in terms of this contract.

If the employment of NYS workers is indeed required in terms of this contract, the remainder of clause 2 below shall apply.

The Employer requires the implementation of National Youth Service (NYS) programmes on this project.

2.1 The National Youth Service (NYS) programme

The National Youth Service (NYS) programme aims to train young people and provide them with practical work experience. The young people will be allocated tasks by the Contractor that will assist the Contractor with the execution of the contract.

2.2 Applicable labour laws

The work to be undertaken on this contract by unskilled or semi-skilled workers under the National Youth Service (NYS) programme shall be implemented in accordance with the same Code of Good Practice and Ministerial Determination as described in clause 1.2 above for work to be undertaken under the Expanded Public Works Programme (EPWP).

2.3 Employer's project manager

The Contractor shall be required to liaise closely with the Employer's project manager who is responsible for the recruitment and training of the NYS workers.

2.4 Persons to be employed under the NYS programme

For purposes of this contract, the Contractor shall be required to employ 10 youths aged between 18 and 35 for a period of 6 months each under the NYS programme.

The Employer's project manager shall provide the Contractor with a list of the 10 youths to be employed and the training that each of these 10 youths have received to date, and only these 10 youths shall be employed by the Contractor under the NYS programme.

The Contractor shall effect the employment in two separate 6-month cycles, with the employment of 5 youths for the first 6-month cycle only, followed by the employment of 5 different youths for the second 6 month cycle only.

2.5 Contract of employment with persons employed under the NYS programme

The Contractor shall enter into a formal contract of employment with each youth employed under the NYS programme, using the pro forma contract of employment attached at the end of this section: Particular Specifications.

2.6 Employment of NYS workers

The Contractor will be contractually obliged to:

- (a) employ all participants on the list provided by the Employer's project manager;
- (b) brief NYS workers on the conditions of employment;
- (c) enter into a formal contract of employment with each NYS worker, which contract will form part of the Employment Agreement;
- (d) keep personnel files for all NYS workers and make copies available to the Employer's project manager if and when requested; and
- (e) ensure that payments to NYS workers are made in accordance with Government Notice No. R347.

During the period when they are engaged in formal classroom training (other than in-service training), the youths employed under the NYS programme shall be paid the minimum wage rate as set by the Department of Labour on an annual basis in the Ministerial Determination for the Expanded Public Works Programme, and should there be an upward adjustment in the rate the Contractor will be compensated accordingly. During the period when they are engaged in productive work activities required for elements of the Works, they shall be paid in terms of the wage rates stated in clause 1.5 above.

2.7 Training of youth workers

All NYS workers will be placed on an extensive training programme that will include:

- (a) an induction into NYS and EPWP;
- (b) life skills training;
- (c) technical training focusing on a vocational skill to be used on the project (e.g. painting or carpentry); and
- (d) entrepreneurship and business skills training.

All training will be arranged by the Employer's project manager, with whom the Contractor will be required to work closely to schedule the training sessions so that the timing of the training is aligned with the Contractor's work schedule and his demand for workers with specific skills. The Employer's project manager will make full details of the training programme available to the Contractor.

The Contractor shall maintain comprehensive records of the training received by each NYS worker throughout the course of the contract, and shall submit to the Employer at each monthly site meeting a summary of the accumulated training received by each NYS worker.

The training of the NYS workers shall take place using the same training facility provided for the training of all other EPWP participants (refer to clause 4 below).

2.8 Contractor's obligations towards persons employed under the NYS programme

Over and above implementing in accordance with Government Notice Nos. 129 and R347 the NYS programme work to be undertaken on this contract, it shall be the responsibility of the Contractor to carry out the following functions with respect to the NYS programme workers:

- (a) ensure that all participants are covered by the Compensation for Occupational Injuries and Diseases Act (COIDA), 1993, for as long as they are contracted to the Contractor, and pay in full to the Compensation Commissioner such amounts as are due in terms of the Act;
- (b) pay in full to the Unemployment Insurance Fund for all participants such UIF contribution amounts as are due in terms of the Unemployment Insurance Act, 2001, as amended, and the Unemployment Insurance Contributions Act, 2002, as amended, and provide proof of such UIF payments upon request;
- (c) ensure that all participants are paid their wages on time through the pre-agreed payment method as stipulated in the participant contract;
- (d) implement health and safety procedures with respect to the participants, ensuring that the health and safety regulations are adhered to;
- (e) ensure that all participants receive induction on site safety prior to commencing with work on site;
- (f) provide all participants with the necessary protective clothing and equipment as required by law for the specific trades in which the participants are involved, in addition to the branded overalls stipulated for NYS workers;
- (g) provide safe on-site storage facilities for apparel and tools issued to the participants;
- (h) assist in the assessment of participants with regard to their competencies in their respective trades;
- (i) provide overall supervision and day-to-day management of participants; and
- (j) implement strict quality control to ensure that the work carried out by the participants is of the required standard, and, where necessary, to train and mentor the participants to assist them in achieving the standards required.

2.9 Apparel and tools for NYS workers

The content of clause 1.8 above with regard to apparel and tools for EPWP workers shall apply equally to NYS workers, except that:

- (a) apparel and tools to be issued to NYS workers shall be determined in conjunction with the Employer's project manager;
- (b) the required branding of apparel to be issued to NYS workers shall be determined in conjunction with the Employer's project manager, and shall also include the NYS logo;
- (c) additional PPE may be required depending on the NYS worker's specific trade;
- (d) certain specified apparel and tools issued to the NYS workers will become the property of the NYS workers after the completion of their cycle of work on the project, in order to enable them to continue to practise their trade on future projects. Such apparel and tools shall be specified and authorised by the Employer's Agent; and
- (e) separate payment items have been provided in the schedule of quantities to cover all costs associated with the provision of the necessary tools and apparel, including safety apparel, for the NYS workers, and the facilities for the safe storage thereof, all as authorised by the Employer's Agent.

2.10 EPWP-NYS contract signboard

Where work takes place under the National Youth Service (NYS) programme, the NYS logo shall also be displayed on the EPWP contract signboard referred to in clause 1.9 above, indicating that this project is part of both the Expanded Public Works Programme (EPWP) and the NYS programme. All costs related to the provision, erection and subsequent removal of the contract signboard shall be refunded to the Contractor through the pay item provided in section 1300 of the Schedule of Quantities for this purpose.

2.11 Payment matters relating to the NYS work

No direct payment will be made to cover the Contractor's costs associated with implementing the on-site work programme for the NYS workers, for planning, organising, directing, controlling and administering their day to day activities, including the setting of daily tasks, record keeping and any on-site liaison, training and mentoring required, and for the associated job creation reporting, and such costs shall therefore be built into the rates tendered for the various items of work scheduled throughout the schedule of quantities.

3. JOB CREATION REPORTING FOR EPWP

NOTE TO COMPILER:

This clause 3 shall always be retained in the tender document so that its content can be used as a guide for the EPWP job creation reporting required.

In order to assist the Employer in complying with the goal of creating EPWP job opportunities, the Contractor must provide the information specified in clause 3.1 below for reporting purposes.

In addition, the Contractor's payment certificates shall be accompanied by the information specified in clause 3.2 below.

3.1 Type of project data required per project

Every EPWP project shall collect and keep specific project data for the purpose of EPWP progress reporting on a monthly basis, using the EPWP Data Collection Tool template (this will be made available to the Contractor in Microsoft Excel format - refer to the pro forma spreadsheets at the end of this section of the Particular Specifications).

The data that is required to be kept, maintained and reported on a monthly basis for each project includes:

3.1.1 Participant (local labour) data

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

- (a) Participant identity – name, surname, initials, date of birth and identity number (or other unique identifier) plus certified copy of ID book.
- (b) Participant profiles – nationality, gender, age, education level and disability status.
- (c) Work data for participants – daily wage to be received, number of calendar days training attended and number of calendar days worked.
- (d) Records of training – as required in terms of the EPWP Data Collection Tool template.

In addition, the signed contracts of employment between the Contractor and each EPWP participant shall be kept and maintained on site for audit purposes.

3.1.2 Project work data

The project work data generally seeks to confirm the number of people at work daily on the project. This data shall be recorded, checked and signed off by the Contractor, and shall be submitted to the Employer at each monthly site meeting. The data shall be maintained on site by the Contractor, in order that it can be provided by the Employer to the National Department of Public Works upon request when the latter is undertaking sample auditing. The data shall include:

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

3.1.3 Project payment data

The project payment data generally seeks to confirm what was paid, for how much work and to whom. This data shall be recorded, checked and signed off by the Contractor, and shall be submitted to the Employer at each monthly site meeting.

It is required that the Contractor adopt one of the following methods as standard procedure for recording and maintaining this information:

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

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

3.1.4 Employment output data

The Contractor shall submit to the Employer at each monthly site meeting a progress report detailing production output compared to the programme of works, together with the data necessary to enable the Employer to calculate the following employment output data in accordance with the EPWP Data Collection Tool template:

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

3.2 Project data to be submitted with the Contractor's payment certificates

The Contractor's payment certificates shall be accompanied by labour returns providing the labour information for the corresponding period in a format specified by the Employer.

Should the Contractor choose to delay submitting payment certificates, the labour returns shall nevertheless still be submitted as per the frequency and timeframes stipulated by the Employer. The Contractor's payment certificates shall not be paid by the Employer until all pending labour information has been submitted.

The following information shall be maintained on site and submitted with each payment certificate in the format specified by the Employer:

- Copies of the signed contracts between the Contractor and any new EPWP participants (the Contractor shall note that all such formal contracts of employment entered into with persons employed under the Expanded Public Works Programme (EPWP) shall expire on 31 March each year, and the Contractor shall therefore be required to enter into new contracts with such persons as of 01 April each year, and shall be required to submit copies of all such new contracts with the first payment certificate thereafter);
- Certified ID copies of all local labour employed as EPWP participants;
- Attendance registers for the EPWP participants;

- Proof of payment of EPWP participants; and
- Information as required in terms of the EPWP Data Collection Tool template.

4. PROVISION OF STRUCTURED TRAINING

4.1 Scope of structured training

In order to avoid duplication of training programmes and training facilities, all structured training, shall be implemented, measured and paid for in accordance with the requirements of this section: Requirements of the Expanded Public Works Programme (EPWP).

The Employer's objectives include the training of local labour and Targeted Enterprises within a structured programme, in order to equip them with skills that will assist them in gaining future employment, and to facilitate targeted EPWP participants in gaining competencies and unit standard credits towards future full learnership qualifications.

Such training shall contain both theoretical and practical components and shall be conducted in accordance with the various laws and regulations contained in the South African Qualifications Authority (SAQA) statutes.

The following aspects of the structured training to be provided are noted:

- The Employer has no service agreement or memorandum of understanding with any Education and Training Quality Assurance (ETQA) body, and therefore does not function as the employer as defined under any three-party learnership agreement between the learner, the training provider and the employer.
- The structured training programmes implemented on this contract, although comprising several unit standards, are unlikely to total to sufficient credits for a full learnership qualification. Nevertheless, the competencies and credits achieved should contribute to a full learnership through the later acquisition by the learner of the remaining unit standards required for the full learnership.

The Contractor shall be required to provide a training facility on the Site, or in close proximity thereto, and to provide over the duration of the contract the following structured training for EPWP participants:

- (a) Generic skills training;
- (b) Entrepreneurial skills training;
- (c) Construction skills training; and
- (d) In-service training.

Generic skills training and in-service training shall be provided to all EPWP participants.

Entrepreneurial and construction skills training shall be provided to targeted EPWP participants only.

Entrepreneurial skills training comprises both management skills training and business development skills training.

Construction skills training comprises specific on-task skills training.

NOTE TO COMPILER:

The compiler shall obtain from the Department's project manager the budget to be allowed for the implementation of the entire training function on the project.

Note that the training function includes all costs related to the training facility, the training provider and trainers, the training materials, the wages of the learners, COIDA, UIF, PPE, tools, transport, handling costs, etc, all as described in the various pay items at the end of this section.

Bearing in mind the Department's training objectives for the particular project, the compiler together with the Department's project manager must allocate the budgeted limited funds available for training in the most effective manner possible towards generic / entrepreneurial / construction skills training.

It should also be noted that for smaller projects it may only be possible to conduct very limited entrepreneurial / construction skills training, if at all, and it may not be possible to conduct NYS learnership programmes at all, both in terms of the time available, given the limited contract duration, and the cost, given the limited funds available for training.

4.2 Training provider and trainers

The Contractor shall be required to procure the services of a training provider accredited by the Construction Education and Training Authority (CETA).

The training provider shall have in its employ trainers who are registered as assessors with the Construction Education and Training Authority (CETA), and who shall deliver the training.

Proof of the accreditation of the service provider and the registration of the trainers by the CETA shall be submitted to the Employer's Agent. Such accreditation and registration shall be current and valid, and the proof submitted shall include the NQF levels and unit standards for which each trainer is accredited.

4.3 Skills analysis and selection of targeted EPWP participants

Studying for any learnership requires minimum literacy and numeracy competencies as defined by SAQA. The actual literacy and numeracy levels of the persons employed on the Site shall provide a basis to guide the Contractor and the training provider on how to conduct the selection process.

The Contractor shall therefore conduct a skills analysis of the local labour and Targeted Enterprises employed, in order to determine the formal education qualifications of each employee.

The Contractor, in conjunction with the training provider, shall then identify those persons that display the potential to benefit from such structured entrepreneurial and construction skills training as may be provided for in the contract, and shall make recommendations in this regard to the Employer's Agent.

The final candidates selected for such training shall be decided between the Contractor and the Employer's Agent (or by the Project Management Team (PMT) in the case of training for Targeted Enterprises in terms of Part G: Small Contractor Development, where applicable).

4.4 Structured training programmes

The Contractor, supported by the training provider, shall plan then implement structured training programmes for generic, entrepreneurial and construction skills training.

Training courses shall commence within four months of the Contractor taking possession of the Site, and shall be completed before the Due Completion Date. (Compiler to note that training courses cannot commence until the Contractor has fully established his facilities on site, including the required training facilities, and until the labourers that will be the recipients of the intended training have been recruited. The recruitment of labour, in turn, will to a large extent commence only after the initial subcontractors have been procured. A reasonable amount of time must therefore be allowed before the training process can commence).

All training shall take place within normal working hours, or as otherwise agreed with the learners.

The training provider shall design, compile and deliver the structured training programmes, based on the information obtained from the skills analysis.

The structured training programmes designed by the training provider for the generic skills training shall comprise relevant general courses such as basic hygiene and HIV/AIDS awareness, first aid, road safety, managing personal finance, and other courses that would be useful to workers in the road construction industry or as life skills generally.

The structured training programmes designed by the training provider for the entrepreneurial skills training shall comprise unit standards that contribute towards one or more of the following full learnership qualifications, as appropriate taking into consideration the skills analysis information for the selected candidates (details of the learnership qualifications and the applicable unit standards may be found on the website www.saqa.org.za):

ENTREPRENEURIAL SKILLS TRAINING

Qualification title	SAQA qualification	IDNQF level	Minimum credits	Purpose of qualification
National Certificate: Supervision of Construction Processes	49053	Level 4	176	Learners found competent against this qualification will be able to execute the supervision of construction processes, with specialisation in a specific context

(Compiler to liaise with the project manager regarding any further possible entrepreneurial skills training qualifications required for the contract).

The structured training programmes designed by the training provider for the construction skills training shall comprise unit standards that contribute towards one or more of the following full learnership qualifications, as appropriate taking into consideration the skills analysis information for the selected candidates (details of the learnership qualifications and the applicable unit standards may be found on the website www.saqa.org.za):

CONSTRUCTION SKILLS TRAINING

Qualification title	SAQA qualification	IDNQF level	Minimum credits	Purpose of qualification
National Certificate: Supervision of Construction Processes	49053	Level 4	176	Learners found competent against this qualification will be able to execute the supervision of construction processes, with specialisation in a specific context

National Certificate: Construction: Roadworks	24173	Level 3	155	This qualification is for persons who work or intend to work within a construction context on a site, and who seek recognition for essential skills in construction operations in roadworks.
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National Certificate: Construction: Roadworks	24133	Level 2	120	This qualification is for persons who work or intend to work within a construction context on a site, and who seek recognition for essential skills in construction operations in roadworks.
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National Certificate: Occupational Health, Safety and Environment	74269	Level 2	120	This qualification is to equip learners working in any type of workplace with a broad understanding and knowledge of Occupational Health, Safety and Environmental (HSE) concepts and practices with sufficient detail to enable them to function in a safe and healthy way and to deal with health and safety problems and issues.
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The Contractor's proposed training programmes shall be subject to the approval of the Employer's Agent, and the Contractor shall, if so instructed by the Employer's Agent, alter or amend the programmes and the course content to meet any additional needs identified.

The Contractor shall be responsible for everything necessary for the delivery of the training programmes, including:

- (a) the provision of the trainers;
- (b) the provision of a suitable secure venue complete with adequate furniture, lighting, air conditioning, power and ablution facilities;
- (c) the provision of all necessary stationery, consumables and study materials;
- (d) the transportation of the learners to and from the training facility;
- (e) the payment of wages to all learners during the classroom training at a rate equal to the minimum wage rate as set on an annual basis in the Ministerial Determination for the Expanded Public Works Programme;
- (f) the provision of any relevant Personal Protective Equipment (PPE) required for the training; and
- (g) additional supervision of the learners during the practical learning stage of the training carried out by constructing relevant elements of the Works (wages for the learners during this stage of the training will be paid through the rates tendered for the relevant scheduled work items for those elements).

At the successful completion of each course, the Contractor's training provider shall, as proof of attendance and completion, issue each learner with a certificate indicating the course content.

The training provider shall also ensure that each unit standard contributing towards a full learnership qualification and successfully completed by the learner is entered onto the national database.

The Contractor shall keep comprehensive records of the training given to each learner and the certificates issued, and shall provide copies of such records to the Employer's Agent when required.

The Contractor shall also complete and submit to the Employer's Agent each month, in a format acceptable to the Employer (using the EPWP Data Collection Tool template), a return detailing the training provided, both for the month and cumulatively for the contract.

4.5 In-service training

The Contractor shall, from the commencement of the contract, implement an in-service training programme in which the various skills required for the execution and completion of the Works are imparted to the EPWP participants engaged thereon.

Throughout the duration of the contract, the EPWP participants shall be trained progressively through the various stages of each particular type of work in which they are engaged, and their work shall be supervised and monitored and their methods corrected where necessary.

The in-service training programme shall be submitted with the initial Works programme. The Contractor shall record the progress in relation to this programme on a monthly basis, and this progress report shall be incorporated in the monthly site meeting minutes and the payment certificate.

The Contractor shall provide sufficient skilled and competent trainers to train all EPWP participants engaged on the contract in the various skills required to enable them to carry out the required construction activities.

The in-service training of EPWP participants shall take place before commencement of the relevant construction activity, and the Contractor shall take into account in his programme the lead time required for such training. All in-service training shall be deemed to be an element of the relevant construction activity.

All formal in-service training shall be documented in terms of the EPWP Data Collection Tool template, and shall be accompanied by an attendance register of the EPWP participants on the applicable days.

All EPWP participants shall be remunerated at their agreed wage rate in respect of the time spent undergoing in-service training. The cost of the Contractor's in-service training obligations shall be deemed to be covered by the sums and rates tendered for items B13.01(a), (b) and (c) in the schedule of quantities.

On termination of their employment, the Contractor shall provide each EPWP participant engaged on the contract with a certificate of service on which the following information shall be recorded:

- the name of the Contractor;
- the name of the project / contract;
- the name of the employee;
- the nature of the work satisfactorily executed by the EPWP participant and the time spent thereon;
- the nature and extent of training provided to the EPWP participant; and
- the dates of service.

4.6 Construction skills training

The focus of training provided on the contract should be to support the development of the Targeted Enterprise. Construction skills training will be approved by the PMT only when appropriate.

The Targeted Enterprise, their workforce and hired labour that show initiative will be entitled to receive structured training that will improve on-task skills necessary for the execution and successful completion of the works. The Contractor, in conjunction with the Employer's Agent, shall monitor the progress of the hired labour and each Targeted Enterprise closely and shall identify those who, in their collective opinion, will benefit from structured construction skills training as may be provided for in the contract, and where required by the Employer's Agent shall make

recommendations in this regard. The final list of candidates shall be decided between the Contractor and the Employer's Agent, and those selected shall receive formal construction skills training in a programmed and progressive manner throughout the duration of the contract.

The training programme shall offer complete courses that could comprise some or all of the following modules:

- (i) Use and maintenance of hand tools;
- (ii) Operation of equipment;
- (iii) Manufacture and installation of minor precast concrete units;
- (iv) Erect, dismantle and maintain formwork;
- (v) Basic concrete skills;
- (vi) Excavation, backfill and compaction;
- (vii) Bricklaying;
- (viii) Erosion protection using stone pitching, gabions or reos.

The Contractor shall be responsible for the provision of everything necessary for the delivery of the various training workshops and modules including:

- (i) Provision of a suitable fully serviced training venue facility;
- (ii) Procurement of suitable accredited trainers;
- (iii) Provision, in conjunction with the accredited trainers, of all the necessary training materials, including stationery and study materials; and
- (iv) transportation of the learners to and from the training venue facility (it is therefore in the Contractor's interest that the training venue facility be provided on the site in order to reduce these transportation costs).

In order to avoid duplication of training programmes and training facilities, all structured training, including the training described in this section: Small Contractor Development, shall be measured and paid for in terms of the pay items provided for training in Requirements of the Expanded Public Works Programme (EPWP).

5. COMMUNITY LIAISON

(a) Project Liaison Committee

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

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

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

The PLC shall meet at least once every month until such time as it is of the opinion that it could fulfil its tasks by meeting less frequently.

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

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

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

5.1 Community Liaison Officer (CLO)

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

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

The CLO shall:

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

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

6. COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993

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

7. Labour

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

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

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

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

7.1 Labour-intensive construction methods

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

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

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

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

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

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

- Erection of the contractor's and engineer's site establishment facilities;
- Provision of domestic services at the site establishment facilities;
- Provision of flagmen and labour for erecting traffic accommodation facilities;
- Clearing of the Site;
- Excavation for structures and open drains up to 1,5 m deep where the depth of the water table permits such excavation to be carried out safely, and the subsequent backfilling thereof;
- Bedding, selected fill, backfilling and compaction of all trenches for prefabricated culverts irrespective of depth, but assisted by mechanical compaction equipment in order to achieve the specified densities;
- Transportation and spoiling of all trench materials, where the disposal site is located within 20 metres of the source;

- Mixing and placing of concrete for the channel and backing to the prefabricated kerbs;
- Mixing and placing of concrete for concrete lined drains and sidewalks;
- Mixing and placing of concrete for minor drainage structures and road furniture structures;
- Mixing and placing of concrete for concrete edge beams at gravel road access points;
- Installation of prefabricated kerbs;
- Construction of all brickwork required for drainage structures and manholes;
- Erection of falsework and formwork;
- Fixing of reinforcement;
- Spreading of offloaded earthworks materials to the extent scheduled;
- Spreading of offloaded layerworks materials to the extent scheduled;
- Spreading of stabilising agent;
- Maintenance patching of surfacing;
- Slurry seal surfacing;
- Excavation for and construction of stone pitching, and subsequent backfilling;
- Excavation for and construction of gabion boxes and mattresses, and subsequent backfilling;
- Dismantling / erection of fences;
- Excavation and subsequent backfilling for guardrail;
- Dismantling / erection of guardrail;
- Excavation and subsequent backfilling for road signs;
- Dismantling / erection of road signs;
- Spreading of topsoil;
- Planting of grass cuttings, grass sodding and hand sowing of grass seeds; and
- Cleaning and tidying up of the Site.

Compiler to add to / remove from the list above in accordance with the specific requirements of this contract.

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

8. MATERIAL SOURCES, SPOIL AND STOCKPILE AREAS

Where possible, the contractor shall source material from within #### km (compiler to state the relevant distance) of the site utilizing local labour. The material which may be sourced from site includes:

Omit this paragraph if it is not applicable.

If it is applicable then compiler to list any materials that can be sourced from within #### km of the site utilizing local labour, for example, rock for stone pitching or gabions if available, or gravel selected material if available. Compiler also to comment on which components of the loading, hauling, offloading and spreading of such material, as applicable, will be carried out utilizing local labour.

5. MEASUREMENT AND PAYMENT

Item	Unit
------	------

5.01	Provision of the training venue facility, including the cost of transporting the learners to and from this facility lump sum (Sum)
------	--

The tendered lump sum for subitem 5.01 shall include full compensation for the provision of the training venue facility complete and serviced as specified, including for the provision of power, water, sewerage and cleaning services for the duration of the contract, for lighting, power points and voltage stabilizers, for air conditioning, blinds, fire

extinguishers, floodlights, furniture and whiteboards, for the provision of security at the facility, for all other costs necessary to maintain the facility for the duration of the contract, and for the removal of the facility on completion of the contract.

The tendered lump sum shall also include full compensation for transporting the learners on each day of training from their place of work to this training venue facility, and back again after the training for the day has been delivered by the accredited trainers.

Payment of the lump sum shall be made in three instalments as follows:

The first instalment, 50% of the lump sum, shall be paid after the Contractor has met all his obligations regarding the provision of the training venue facility, complete and serviced as specified, and the facility has been successfully commissioned for use.

The second instalment, 35% of the lump sum, shall be paid when 75% of the training courses proposed in accordance with the Contractor's approved structured training programme have been delivered to the learners by the accredited trainers.

The third and final instalment, 15% of the lump sum, shall be paid when all training has been concluded and the facility has been dismantled and removed from the site.

Item Unit

5.02 Training of learners employed by the main contractor or by the Targeted Enterprise subcontractors:

(a) Generic skills:

(i) Training costs provisional sum (Prov sum)

(ii) Handling costs and profit in respect of subitem F5.02(a)(i) above percentage (%)

(b) Entrepreneurial skills:

(i) Training costs provisional sum (Prov sum)

(ii) Handling costs and profit in respect of subitem F5.02(b)(i) above percentage (%)

(c) Construction skills:

(i) Training costs provisional sum (Prov sum)

(ii) Handling costs and profit in respect of subitem F5.02(c)(i) above percentage (%)

(d) Transportation and accommodation costs of selected learners only, while receiving off-site training:

(i) Transportation and accommodation costs provisional sum (Prov sum)

(ii) Handling costs and profit in respect of subitem F5.02(d)(i) above percentage (%)

Expenditure under subitems 5.02(a)(i), (b)(i), (c)(i) and (d)(i) shall be in accordance with clause 6.6 of the General Conditions of Contract 2015.

The provisional sum for each of subitems 5.02(a)(i), (b)(i) and (c)(i) is provided to cover the total costs of the required training in generic, entrepreneurial and construction skills respectively, including for the procurement of the services of the accredited trainers and their delivery of the training courses to the learners, the provision of all training materials including all stationery and study materials, the wages of the learners for the duration of the courses including the

associated COIDA and UIF payments, and the provision of any tools and PPE that may be required during those courses incorporating practical training modules. The payment of wages to learners in terms of subitems 5.02(a)(i), (b)(i) and (c)(i) will only be made to those learners who attend and successfully complete each course of the approved training programme. Payment shall not be made to learners who, once selected, do not attend or only partially complete structured training courses.

The tendered percentage for each of subitems 5.02(a)(ii), (b)(ii) and (c)(ii) is the percentage of the amount actually spent under each of subitems 5.02(a)(i), (b)(i) and (c)(i) respectively, and shall include full compensation for the handling costs of the Contractor and the profit in connection with the provision of the training in generic, entrepreneurial and construction skills respectively, including for the costs of record keeping and reporting with respect to the training received by each learner.

The provisional sum for subitem 5.02(d)(i) is provided to cover all costs related to the transportation and accommodation costs of selected learners only, while receiving off-site training, where such learners have been specifically selected to receive such off site training and where such training cannot be delivered using the training venue facility provided by the Contractor in terms of subitem 5.01.

The tendered percentage for subitem 5.02(d)(ii) is the percentage of the amount actually spent under subitem 5.02(d)(i), and shall include full compensation for the handling costs of the Contractor and the profit in connection with the transportation and accommodation costs of selected learners only, while receiving off-site training.

NOTE TO COMPILER:

If the employment of NYS workers is not required in terms of this contract, the compiler shall delete the entirety of 5.03 below.

Item Unit

5.03 Payments associated with the NYS programme only:

- (a) Employment of NYS workersprovisional sum (Prov sum)
- (b) Provision of tools and apparel for the NYS workersprovisional sum (Prov sum)
- (c) Handling costs and profit in respect of subitems F5.03(a) and (b) above percentage (%)
- (d) Training of NYS workers:
 - (i) Provision of training for the NYS workers provisional sum (Prov sum)
 - (ii) Handling costs and profit in respect of subitem F5.03(d)(i) above percentage (%)
- (e) Liaison with the Employer's project manager and the training service provider:
 - (i) Liaison conducted by the Construction Manager hour (h)
 - (ii) Liaison conducted by the senior site foreman hour (h)

The provisional sums provided under subitems 5.03(a) and (b) shall be expended in accordance with clause 6.6 of the General Conditions of Contract 2015.

The provisional sum under subitem 5.03(a) shall be used to cover the cost of employment payments made by the Contractor to the NYS workers, including the associated COIDA and UIF payments, all as authorised by the Employer's Agent.

The provisional sum under subitem 5.03(b) shall be used to cover all costs associated with the provision of the necessary tools and apparel, including safety apparel, for the NYS workers, and the facilities for the safe storage thereof, all as authorised by the Employer's Agent.

The tendered percentage under subitem 5.03(c) is a percentage of the total amount of expenditure approved by the Employer's Agent under the provisional sum subitems 5.03(a) and (b), and shall include full compensation for attendance by the Contractor, for the handling costs of the Contractor, and for the profit in connection with payments made by the Contractor with respect to the NYS programme implementation.

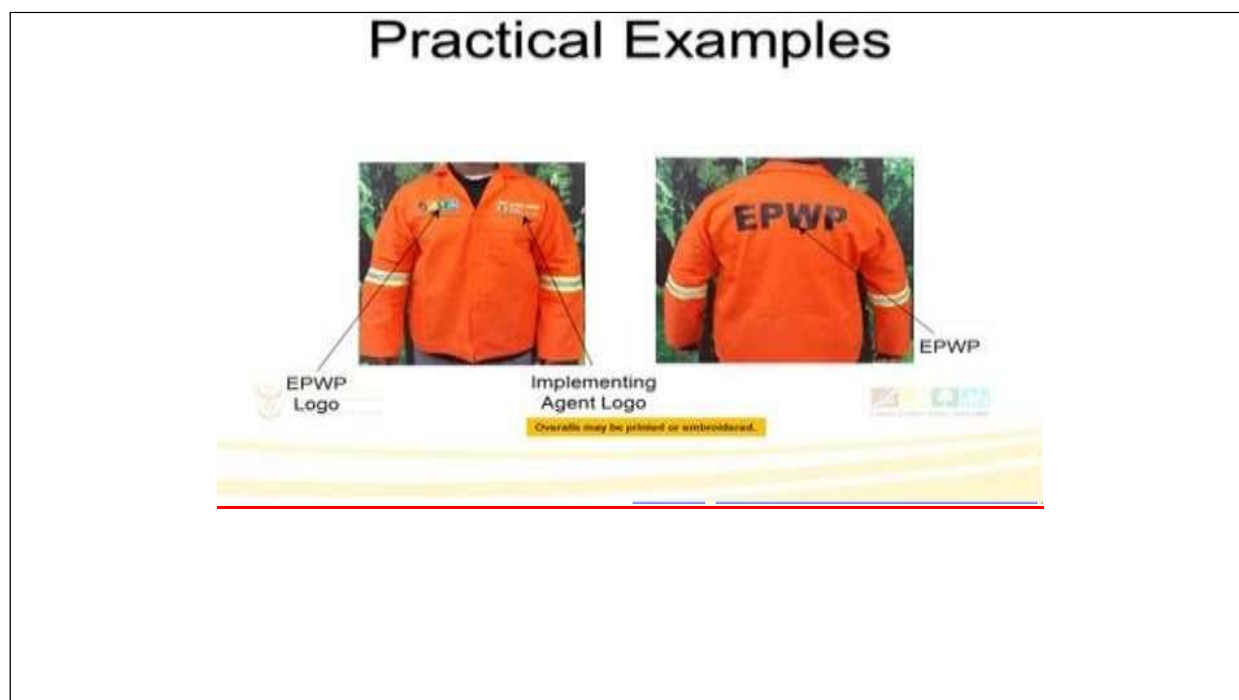
The provisional sum provided under subitem 5.03(d)(i) shall be expended in accordance with clause 6.6 of the General Conditions of Contract 2015.

The provisional sum under subitem 5.03(d)(i) shall be used to cover all costs associated with the provision of training for the NYS workers, including the cost of procuring the services of the accredited trainers and their delivery of the training courses to the NYS workers, and the provision of all training materials including all stationery and study materials.

The tendered percentage under subitem 5.03(d)(ii) is a percentage of the total amount of expenditure approved by the Employer's Agent under the provisional sum subitem 5.03(d)(i), and shall include full compensation for attendance by the Contractor, for the handling costs of the Contractor, and for the profit in connection with payments made by the Contractor with respect to the provision of training for the NYS workers, including for the costs of record keeping and reporting with respect to the training received by each NYS worker.

The unit of measurement for subitems 5.03(e)(i) and (ii) shall be the hour. The tendered rates shall include full compensation for all costs related to the Construction Manager and the senior site foreman respectively for time spent at formal liaison meetings authorised and convened by the Employer's Agent for the specific purpose of liaising with the Employer's project manager and / or the training service provider. The payment shall be made only for the time spent in the formal meeting itself. No payment shall be made for time spent during any other on-site liaison, telephonic liaison, e-mail or written correspondence liaison between these parties, or for liaison conducted with the Employer's project manager and / or the training service provider by any other member of the Contractor's site staff or head office personnel, the cost of all of which shall be deemed to be included in the Contractor's time-related obligations under subitem B13.01(c).

EPWP BRANDING



Printing on PPE

PPE (Overalls) shall be orange with/without reflective tape and shall be branded as follows:

- EPWP logo (printed or embroidered) on the left front pocket location ie over the heart position. (full colour)
- Implementer's Logo on the right front pocket (printed or embroidered) location (full colour)
- The height of the provincial logo (including text) shall exceed the height of the EPWP logo (including text)
- The letters EPWP on the back of the PPE in BLACK
- The program name eg Vuk'uphile is to be printed on the left sleeve of short sleeved apparel and may not have to be placed on long sleeved apparel.
- Where required orange safety vests are to be branded with similar specification above. In this instance the Overalls may not necessarily be branded provided that the works ever allow for labour to work without high visibility vests.
- All artwork and PPE samples shall be approved and signed off by the consultant prior to printing/embroidering.

Practical Examples



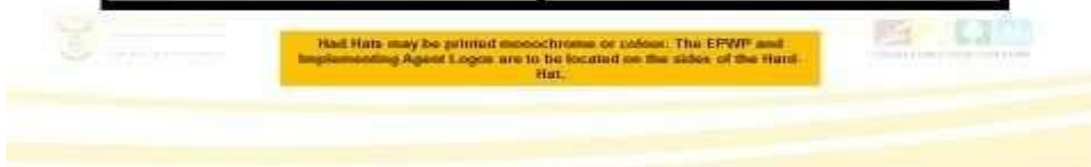
Fluores hats are to have the EPWP Logos on the front of the hat. The implementing agents logo may be placed on the rear of the hat.



Practical Examples



Hard Hats may be printed monochrome or colour. The EPWP and Implementing Agent Logos are to be located on the sides of the Hard Hat.



EXAMPLE OF CONTRACT SIGNBOARD DETAILS



PRO FORMA EPWP CONTRACT OF EMPLOYMENT

Contractor's
Logo



EXPANDED PUBLIC WORKS PROGRAMME

This contract must be read in conjunction with the standard terms and conditions of employment on EPWP attached herein.

EPWP CONTRACT OF EMPLOYMENT between

Employer Details

Name	Click or tap here to enter text.	Address	Click or tap here to enter text.
Telephone	Click or tap here to enter text.		
Email	Click or tap here to enter text.		
Contact	Click or tap here to enter text.		

And

Employee Details

Name	Click or tap here to enter text.	Surname	Click or tap here to enter text.
ID:	Click or tap here to enter text.	Cell	Click or tap here to enter text.
Sex (M/F)	Male <input type="checkbox"/> Female <input type="checkbox"/>	Disability	Yes <input type="checkbox"/> No <input type="checkbox"/>
Primary Language	Click or tap here to enter text.	Physical Address	Click or tap here to enter text.
Other Languages	Click or tap here to enter text.		
Highest Education Level Achieved	Click or tap here to enter text.	Local Municipality	Click or tap here to enter text.
Other qualifications	Click or tap here to enter text.	Ward	Click or tap here to enter text.
Grant Received (Y/N)	Yes <input type="checkbox"/> No <input type="checkbox"/>	Grant type:	

Employment Details

Name of project:	Click or tap here to enter text.		
Job Title:	Click or tap here to enter text.		
Duties:	Click or tap here to enter text.		
Contract Start Date	Click or tap here to enter text.	Contract Finish Date	Click or tap here to enter text.
The wage per task/day is:	R Click or tap here to enter text. / Hour/Day/task (Specifier to select correct rate)		

Special Conditions

<p>You must be aware that this employment contract is a limited term contract and not a permanent job. This employment contract may be terminated for any one of the following reasons:</p> <ul style="list-style-type: none"> a) The contractor does not get additional contracts from the EPWP. b) Funding for the programme in your area comes to an end. c) Underperformance: first offence – final written warning. Second offence – dismissal. 	<p>Payment</p> <ul style="list-style-type: none"> a) You will be paid a fixed amount stipulated above for completing a fixed amount of work. b) The amount of work required for the agreed rate of pay will vary from task to task. You will be informed at the beginning of each task or group of tasks how much work you are expected to complete per day. c) You will only be paid for work completed. d) Payment during classroom training shall be R /day
<p>Personal Protective Clothing will be supplied to the employee by the employer depending on the work to be performed, and will remain the property of the employee provided that the employee has worked for at least 3 months.</p>	

Acceptance

Employer Name:	Employer Signature:	Employee Name:	Employee Signature:
Witness 1 Name:	Witness 1 Signature:	Witness 2 Name:	Witness 2 Signature:

APPENDIX E – Conditions of Service

1. Introduction

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

1.2. In this document –

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

2. Terms of Work

- 2.1. Workers on an EPWP are employed on a temporary basis.
- 2.2. A worker may NOT be employed for longer than 24 months in any five-year cycle on an EPWP.
- 2.3. Employment on an EPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

3. Normal Hours of Work

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

4. Meal Breaks

- 4.1. A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- 4.2. An employer and worker may agree on longer meal breaks.
- 4.3. A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.
- 4.4. A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

5. Special Conditions for Security Guards

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

6. Daily Rest Period

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

7. Weekly Rest Period

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

8. Work on Sundays and Public Holidays

- 8.1. A worker may only work on a Sunday or public holiday to perform emergency or security work.
- 8.2. Work on Sundays is paid at the ordinary rate of pay.
- 8.3. A task-rated worker who works on a public holiday must be paid –
 - a) the worker’s daily task rate, if the worker works for less than four hours;
 - b) double the worker’s daily task rate, if the worker works for more than four hours.
- 8.4. A time-rated worker who works on a public holiday must be paid –
 - a) the worker’s daily rate of pay, if the worker works for less than four hours on the public holiday;
 - b) double the worker’s daily rate of pay, if the worker works for more than four hours on the public holiday.

9. Sick Leave

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

Employer	Employee
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- 17.1. It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on an EPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- 17.2. A worker must report any work-related injury or occupational disease to their employer or manager.
- 17.3. The employer must report the accident or disease to the Compensation Commissioner.
- 17.4. An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.
- 18. Termination**
- 18.1. The employer may terminate the employment of a worker for good cause after following a fair procedure.
- 18.2. A worker will not receive severance pay on termination.
- 18.3. A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.
- 18.4. A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.
- 18.5. A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.
- 19. Certificate of Service**
- 19.1. On termination of employment, a worker is entitled to a certificate stating –
- a) the worker's full name;
 - b) the name and address of the employer;
 - c) the EPWP on which the worker worked;
 - d) the work performed by the worker;
 - e) any training received by the worker as part of the EPWP;
 - f) the period for which the worker worked on the EPWP;
 - g) any other information agreed on by the employer and worker.
- Either party can terminate this agreement with four weeks written notice. In the case where an employee is illiterate notice may be given by that employee verbally.

Employer	Employee
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10. Maternity Leave

- 10.1. A worker may take up to four consecutive months' unpaid maternity leave.
- 10.2. A worker is not entitled to any payment or employment-related benefits during maternity leave.
- 10.3. A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- 10.4. A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- 10.5. A worker may begin maternity leave –
 - a) four weeks before the expected date of birth; or
 - b) on an earlier date –
 - i. if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
 - ii. if agreed to between employer and worker; or
 - iii. on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
- 10.6. A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.
- 10.7. A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the EPWP on which she was employed has ended.

11. Family responsibility leave

- 11.1. Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances –
 - a) when the employee's child is born;
 - b) when the employee's child is sick;
 - c) in the event of a death of –
 - i. the employee's spouse or life partner;
 - ii. the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

12. Statement of Conditions

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

13. Keeping Records

- 13.1. Every employer must keep a written record of at least the following –
 - a) the worker's name and position;
 - b) in the case of a task-rated worker, the number of tasks completed by the worker;
 - c) in the case of a time-rated worker, the time worked by the worker;
 - d) payments made to each worker.
- 13.2. The employer must keep this record for a period of at least three years after the completion of the EPWP.

14. Payment

- 14.1. An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
- 14.2. A task-rated worker will only be paid for tasks that have been completed.
- 14.3. An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.
- 14.4. A time-rated worker will be paid at the end of each month.
- 14.5. Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- 14.6. Payment in cash or by cheque must take place –
 - a) at the workplace or at a place agreed to by the worker;
 - b) during the worker's working hours or within fifteen minutes of the start or finish of work;
 - c) in a sealed envelope which becomes the property of the worker.
- 14.7. An employer must give a worker the following information in writing –
 - a) the period for which payment is made;
 - b) the numbers of tasks completed or hours worked;
 - c) the worker's earnings;
 - d) any money deducted from the payment;
 - e) the actual amount paid to the worker.
- 14.8. If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.
- 14.9. If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

15. Deductions

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

16. Health and Safety

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

17. Compensation for Injuries and Diseases

Employer	Employee
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C3.4 CONSTRUCTION

SECTION A: STANDARD AMENDMENTS ISSUED BY COLTO

Notes to tenderer

1. The Standard Specifications for Road and Bridge Works for State Road Authorities 1998, prepared by the Committee of Land Transport Officials, (COLTO), as amended, shall apply to this contract. The amendments are those issued by COLTO and reproduced in Section A, together with additional amendments as set out in Section B.
2. Where reference is made to the General Conditions of Contract and Sub-Clauses thereof in the abovementioned Standard Specifications, they refer to the appropriate edition of the 'General Conditions of Contract for Road and Bridge Works for State Road Authorities,' issued by COLTO (Clause 1115 of the Standard Specifications refers).

The General Conditions of Contract applicable to this contract are the "General Conditions of Contract for Construction Works (Second Edition) 2010", as published by the South African Institute of Civil Engineering (SAICE) and the necessary amendments to the Standard Specifications have been made and included in the Project Specifications contained in this document.

3. The terms "Schedule of Quantities", (used throughout the Standard Specifications) and "Bill of Quantities", (used in all other documents forming part of this contract), and "Pricing Schedule" are synonymous.

As at 1 May 2010 no amendments have been issued.

SECTION B: PROJECT SPECIFICATION AMENDMENTS TO THE PROJECT SPECIFICATION

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<u>SECTION 1200 :</u>	<u>GENERAL REQUIREMENTS AND PROVISIONS</u>
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<u>SECTION 4300 :</u>	<u>SEALS : MATERIALS AND GENERAL REQUIREMENTS</u>
<u>SECTION 4600 :</u>	<u>BITUMINOUS SINGLE SEAL WITH SLURRY (CAPE SEAL)</u>
<u>SERIES 5000 :</u>	<u>ANCILLARY ROADWORKS</u>
<u>SECTION 5200 :</u>	<u>GABIONS</u>
<u>SECTION 5400 :</u>	<u>GUARDRAILS</u>
<u>SECTION 5500 :</u>	<u>FENCING</u>
<u>SECTION 5600 :</u>	<u>ROAD SIGNS</u>
<u>SECTION 5700 :</u>	<u>ROAD MARKINGS</u>
<u>SECTION 5800 :</u>	<u>LANDSCAPING AND GRASSING</u>
<u>COLTO SERIES 7000:</u>	<u>SUNDRY STRUCTURES</u>
<u>SECTION B7100:</u>	<u>CONCRETE PAVEMENTS</u>
<u>SECTION B7800:</u>	<u>GEOTECHNICAL IMPROVEMENTS</u>
<u>SERIES 8000 :</u>	<u>SUNDRIES</u>
<u>SECTION 8100 :</u>	<u>TESTING MATERIALS AND WORKMANSHIP</u>
<u>SECTION 8200 :</u>	<u>QUALITY CONTROL (SCHEME 1)</u>

SECTION B : PROJECT SPECIFICATION AMENDMENTS TO THE PROJECT SPECIFICATION

Notes to tenderer:

1. In certain clauses the Standard Specifications allow a choice to be specified in the project specifications between alternative materials or methods of construction and for additional requirements to be specified to suit a particular contract. Details of such alternatives or additional requirements applicable to this contract are contained in this part of the project specifications. It also contains some additional specifications required for this particular contract.
2. 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 which does not form part of a clause or a payment item in the standard specifications and which 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.
3. The tenderer shall note that the COLTO Standard Specifications are based on the General Conditions of Contract for Road and Bridge Works for State Road Authorities (1998 Edition) (COLTO), prepared by the Committee of Land Transport Officials. Reference to specific clauses in this COLTO General Conditions of Contract shall need to be exchanged for the equivalent clause in the General Conditions of Contract for Construction Works (Second Edition) 2010 (SAICE), as published by the South African Institute of Civil Engineering, as amended in the Contract Data (C1.2) of this document. The employer assumes/accept no responsibility for the Contractors' interpretation of which is the correct relevant clauses.

SERIES 1000 : GENERAL

SECTION 1100 : DEFINITIONS AND TERMS

B1111 CULVERT

Add the following to this Clause:

"Culverts are specified either as being prefabricated or of cast in situ concrete. Prefabricated culverts, together with their associated inlet and outlet structures are specified under Section 2200 while cast in situ concrete culverts are treated as structures subject to the 6000 Series."

Add the following to the contents:

"B1156 PROCESS CONTROL
B1157 ACCEPTANCE CONTROL"

B1115 GENERAL CONDITIONS OF CONTRACT

Replace Clause 1115 with the following:

"The General Conditions of Contract for Construction Works (second edition) 2010 (SAICE), published by the South African Institute of Civil Engineering, as amended in the Contract Data (C1.2) form part of this contract.

All references in the Standard Specifications for Road and Bridge Works for State Road Authorities COLTO are to the General Conditions of Contract for Road and Bridge Works for State Road Authorities COLTO.

Consequently, all references in the COLTO Standard Specifications have to be amended accordingly to reflect the SAICE General Conditions of Contract that is applicable to this contract. The COLTO Standard Specifications have been scrutinized and the clauses, which refer to the COLTO General Conditions of Contract, were identified. Each COLTO clause reference is tabulated in Table 1115/1 below (context of reference is also given) together with the relevant equivalent clause in the SAICE General Conditions of Contract that is applicable to this contract.

Whereas every effort has been made to include all of the affected clauses in the table, there may be some omissions. In every case, however, the SAICE General Conditions of Contract for Construction Works, as amended in the Contract Data (C1.2), shall apply and the Contractor shall be responsible for interpretation of the equivalent clause."

**TABLE 1115/1:
REFERENCES IN COLTO STANDARD SPECIFICATIONS TO THE COLTO GENERAL CONDITIONS OF
CONTRACT AND RELEVANT CLAUSES IN THE SAICE GENERAL CONDITIONS OF CONTRACT**

COLTO Standard Specifications		COLTO General Conditions of Contract 1998		SAICE General Conditions of Contract 2010	
Clause No	Page No	Clause No	Description or Reference	Clause No	Description or Reference
1115	1100-2		Definition of COLTO		Definition of SAICE
1204	1200-2	15	Construction programme	5.6	Programme
1204	1200-2		General reference to COLTO		Applicable to SAICE
1206	1200-3	14	Setting out of works		Omitted
1209(a)	1200-4		General references to COLTO		Applicable to SAICE
1209(e)	1200-5	52(2)	Valuation of material brought onto site	6.10.2	Valuation of material brought onto site
1210	1200-5	54	Certificate of practical completion	5.14.2	Issue of Certificate of Practical Completion
1212(1)	1200-7	49(2)	CPA on alternative designs	6.8.2	CPA on alternative designs
1215	1200-9	45	Extension of time for completion due to abnormal rainfall.	5.12.2.2	Extension of time for completion due to abnormal climatic conditions.
1217	1200-10	35	Care of the works	8.2	Care of the Works
1303(ii)	1300-1		General reference to COLTO		Applicable to SAICE
1303(iii)	1300-1	49	Price adjustment Item 13.01 (a)	6.8	Adjustment in rates and/or prices Item 13.01(a)
1303 (iii)	1300-2	49	Price adjustment Item 13.01 (b)	6.8	Adjustment in rates and/or prices Item 13.01(b)
1303(iii)	1300-1	53	Variations exceeding 20%	6.11	Variations exceeding 15%
1303(iii)	1300-2	53	Variations exceeding 20%	6.11	Variations exceeding 15%
1303	1300-2	12	Payment Item 13.01 (c)	5.3	Commencement of the Works
1303	1300-2	45	Payment Item 13.01 (c)	5.12	Payment Item 13.01(c)
1403(c)(ii)	1400-4	40(1)	Variation for rented accommodation	6.4.1	Variation for rented accommodation
1505	1500-3	40(1)	Variation for temporary drainage	6.4.1	Variation for temporary drainage

COLTO Standard Specifications		COLTO General Conditions of Contract 1998		SAICE General Conditions of Contract 2010	
Clause No	Page No	Clause No	Description or Reference	Clause No	Description or Reference
Item 15.08	1500-8	48	Payment of Provisional Sum	6.6.1	Provisional sums
Item 15.09	1500-8	48	Payment of Provisional Sum	6.6.1	Provisional sums
Item 15.11	1500-8	48	Payment of Provisional Sum	6.6.1	Provisional sums
Note (2)	3100-4	40	Payment for prospecting for materials	6.4.1	Payment for prospecting for materials
3204(b)(iii)	3200-2	40	Payment for oversize material	6.4.1	Payment for oversize material
3303(b)	3300-2	2	Engineer's decisions, with reference to materials classification	3	Engineer's decisions, with reference to materials classification
Item 44.06	4400-3		General reference to COLTO, PC Sums	6.6.2	Prime cost sums
Item 45.06	4500-3		General reference to COLTO, PC Sums	6.6.2	Prime cost sums
5803(c)	5800-3	40	Variation, for landscaping	6.4.1	Variation, for landscaping
5805(d)	5800-4	40	Variation, for grassing	6.4.1	Variation, for grassing
Item 58.10	5800-10	48	Payment for Extra Work	6.6	Payment for Extra Work
8103(c)	8100-1	40	Variation, for testing material	6.6	Variation, for testing material
Item 81.02	8100-26		General reference to COLTO, Provisional Sums		Applicable to SAICE, Provisional sums
Item 81.03	8100-26	22	Clearance of site on completion, with reference to core drilling	5.15.1	Clearance of site on completion, with reference to core drilling

The relevant definitions of the SAICE General Conditions of Contract (Second Edition) 2010 shall apply to this contract with the following reference to the terms used in the COLTO Standard Specifications:

SAICE General Conditions of Contract 2010 : Subclause 1.1 Definitions

Replace clause 1.1.1.2 with the following:

“1.1.1.2 “Bill of Quantities” means the Schedule of Quantities document so designated in, and forming part of, the Tender. The Schedule of Quantities forms part of the Pricing Data that lists the items of work and the quantities and rates associated with each item to allow the Contractor to be paid at regular intervals an amount equal to the agreed rate for the work multiplied by the quantity of work completed.”

Replace Subclause 1.1.1.8 with the following:

“1.1.1.8 **“Contract Data”** means the specific data in the document so designated in, and forming part of, the Tender. The Contract Data together with the General Conditions of Contract and the Special Conditions of Contract collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract.”

Replace Subclause 1.1.1.25 with the following:

“1.1.1.25 **“Pricing Data”** means the document that contains the Schedule of Quantities and provides the criteria and assumptions which it will be assumed in the Contract that were taken into account by the Contractor when developing his prices.”

Add the following new Definitions:

“1.1.1.35 **“Project Specifications”** means any specifications appearing under this heading and forming part of the Contract, and containing any amendments to, omissions from or additions to the Standard Specifications that may be required in connection with a specific project.”

“1.1.1.36 **“Special Conditions”** means any addition to, departure from or amendment of the General Conditions of Contract as set out in the Contract Data forming part of the Tender Documents.”

“1.1.1.37 **“Works Specifications”** means all specifications forming part of the Contract whether they appear in the Standard Specifications, the Project Specifications or on the Drawings, or be they instructions given to the Contractor, or any other specifications referred to in the above-mentioned Specifications.

B1155 WORK IN RESTRICTED AREAS

Delete the contents of Clause 1155 and replace with the following:

"Notwithstanding any reference in any specification to work in restricted areas, no additional payment will be made for work in restricted areas.

The Contractor will be deemed to have included any cost relating to work in restricted areas in the tendered rates."

Add the following additional clauses:

“B1156 PROCESS CONTROL

Process control is the responsibility of the Contractor and refers to all testing required to be carried out on the Works in order to ensure that the completed permanent works comply with the specifications and drawings. All such testing will be subject to inspection and approval by the Engineer.

Process control will be carried out at the cost of the Contractor.

B1157 ACCEPTANCE CONTROL

Acceptance control means whatever testing the Engineer carries out over and above the process control testing already carried out in order to decide on the acceptability of any work submitted by the Contractor.

Process control tests can be used as acceptance control if the Engineer is satisfied with the results as presented to him.

B1158 VALUE OF WORK DONE

The value of work done referred to in Section 1300 shall be defined as the total of the work done measured in the Bill of Quantities including items 13.01(a) to (c) (when calculated to include themselves), all daywork done, all work done due to variation orders and eighty percent of the value of all materials on site but excluding any payment made for Contract Price Adjustment and VAT.

B1159 COMMERCIAL SOURCE

A commercial source is a source of material for which the Contractor is responsible for proving compliance with all relevant specifications. The tendered rate shall include full compensation for all required testing, transport and processing. No overhaul will be paid.

Should the Contractor elect not to utilise material for the proposed sources and instead utilise an alternative source then all material products from such source shall be deemed to be as from a "commercial source" for purposes of responsibility of specification compliance and payment."

SECTION 1200 : GENERAL REQUIREMENTS AND PROVISIONS

B1202 SERVICES

Add the following to the second paragraph:

"All the known services inside the limits of the works are indicated on the drawings. The Contractor shall however, immediately inform the Engineer's representative of any underground service which is not shown on the drawings and which he discovers during the contract."

Insert the following paragraphs after the fifth paragraph:

"All services which exist or are presumed to exist by the Contractor or the Engineer must be searched for and exposed by the Contractor so that the Engineer can take a final decision about possible protection or shifting.

It is also a condition of this contract that the Contractor notify the Engineer in writing at least one week in advance of the intention to search and expose any existing services. During this period the Contractor must assist the Engineer in gathering any information about these services."

Add the following after the sixth paragraph of Clause 1202 of the Specifications:

"The Contractor's attention is drawn to the relevant clauses of the General and Special Conditions of Contract regarding liability for damage to the works, or property, or injury to persons arising from the construction of the works. His attention is also drawn to Clause 8.6 of the General Conditions of Contract regarding insurance to be effected by the Contractor. Special attention is drawn to the exclusions in this insurance policy and particularly to the exclusions regarding consequential damage."

In the second paragraph (now the third paragraph), delete the word "utility" at the end of the second line.

In the final paragraph delete the second and third sentences starting with "Should" and replace with the following:

Before any work can commence the Contractor shall verify the actual position of each service and bring to the attention of the Engineer any service that is not recorded. As the Contractor is not authorised to remove or replace these facilities he shall:

- (i) Give preliminary notice, in writing to the relevant service provider, that the services on the site will require removal or protection prior to works being carried out in the vicinity of each service. The Contractor shall advise the service provider of:
 - a) the number of services and their locations and
 - b) the proposed dates when works will commence in the vicinity of each service.
- (ii) In addition to the above preliminary notice, give the service provider thirty days written notice of the intention to commence work in the vicinity of each facility.
- (iii) Upon completion of the work in the vicinity of each facility, the Contractor shall notify the service provider, in writing, that work is complete and the service may be reinstated.

Any delay resulting from the removal/replacement of a service shall not be the subject of a claim, it being deemed that the Contractor shall employ the services of the service provider as a sub Contractor.

For further details and positions of these services refer to the Drawing.

Any cost of repairs, replacement and/or installation of services and equipment resulting from the Contractor's negligence or unauthorised action shall be to the Contractor's account."

Add the following to this Clause:

"The cost of alterations to services necessitated by the construction will be borne by the Employer.

The Contractor shall allow all reasonable access to any authority or department for the purpose of maintaining, laying and/or altering any service cables or mains during the construction period.

- (a) Owing to the possible inaccuracy of records of existing services (watermains, electric cables, telephone cables, etc.) the Contractor shall locate services that may be affected by this Contract prior to the commencement of excavations.

Payment for the exposure of services by excavation will be on the basis of the tendered rates or, if no appropriate rate exists, on a Dayworks basis.

- (b) The Contractor shall not damage adjoining fences and buildings when depositing spoil and/or materials. All claims arising from such causes shall be settled by the Contractor.

The Contractor shall prevent damage to buildings, fences and other objects in the vicinity of the Works, as a result of the execution of this Contract. The Contractor shall supply and erect shoring, screens, barricades, temporary supports and other items necessary for preventing such damage."

B1203 ROAD INTERSECTIONS AND JUNCTIONS

In the first sentence of the first paragraph of this Clause insert ", public transport embayments" after the words "farm accesses".

Add the following Subclauses to this Clause:

"(a) Treatment at gravel road intersections and other accesses

The base layer as well as the surfacing shall end at the specified limit of construction shown on the drawings for proclaimed roads and such other roads as directed by the Engineer.

Each of the underlying layers of the new road shall project a distance at least 600 mm beyond the termination of the layer immediately above it.

The void shall be backfilled with approved wearing course gravel or shoulder material compacted in layers by hand operated vibrating compactors.

Prior to placing the surfacing, a thickened edge shall be constructed consisting of a trench 200 mm wide and 125 mm deep neatly excavated over the full width of the junction. This trench shall be filled with concrete, as specified in Section 2300 of the Specifications. The concrete shall be finished off level with the finished base and the surfacing for the new road shall be extended over this thickened edge.

B1204 PROGRAMME OF WORK

- (a) General requirements

Add the following as a continuation of the first paragraph:

"In drawing up the programme the Contractor shall make allowance for the following:

- a. All special non-working days defined in the Contract Data (C1.2).
- (ii) The expected delays defined in clause B1215: Extension of time resulting from abnormal climatic conditions.
- (iii) The following restricted working conditions:
 - Limitations in terms of weather conditions
 - Maximum length of half width construction shall be 2 km;
 - Minimum spacing between two consecutive sections of half width construction = 1 km (no construction activities will be allowed in this section and traffic will flow uninterrupted)
 - It is a condition of the Contract that the full width of road will be open to two-way traffic the duration of the Contractors' year end closure.
- (iv) Physical conditions and artificial obstructions and their effects.
- (v) The accommodation and safeguarding of public traffic.
- (vi) Dealing with, altering and installing services.
- (vii) All the training requirements specified.
- (viii) All other actions required in terms of this Contract.

The Contractor shall clearly indicate the following:

- (i) Proposed production rates
- (ii) Sequence of activities and dependencies
- (iii) The critical path activities
- (iv) Non working days i.e. special non-working days pay weekends, Christmas break etc.
- (v) Work to be carried out by selected subcontractors and critical lead times for procuring selected subcontractors.

This initial programme shall realistically account for the forecast cash flow within the defined contract period, and as provided on Form F: Schedule of estimated monthly expenditure. If an alternative contract period is offered, the Contractor shall submit a separate programme with the alternative tender."

The following details shall be submitted together with the programme:

- (i) The number of working hours per day, working days per week, assumed holiday or shut down periods on which the programme is based.
- (ii) The overall labour and major plant resource levels on which the programme is based.
- (iii) The detailed traffic accommodation proposals on which the programme is based (road or lane closures, lengths of sections to be worked, timing etc.)

The Contractor shall base his programme of work on the scope of the work that he has determined from his own design and as described in the Project Specification. The Contractor shall take full responsibility for the programming of the work and make the necessary allowances for any factors that he considers relevant.

Should the Engineer believe that a major revision of the programme is required, the Contractor will be required to submit a revised programme within two weeks of a written notification to this effect.

Progress reports and charts required in terms of the Contract shall be submitted at least three working days before each monthly site meeting. The format of the reports shall be agreed in advance with the Engineer and shall contain amongst others the following information:

- (i) The contract programme with progress charts and programme graphs updated to reflect the actual progress to date.
- (ii) A summary of progress on site over the month preceding the site meeting. The report shall be in the form of a detailed narrative to the contract programme.
- (iii) Details of activities running late, indicating what steps have been or will be taken to ensure that the work is completed within the specified time.
- (iv) Details of subcontracts running late.
- (v) A report on all labour, plant and materials on site.
- (vi) A report on the training aspects of the contract.

It should be noted that it is in the Contractor's best interest to provide a comprehensive programme giving as much information as possible about the times allowed for the various activities as well as resource or other limitations affecting the programme.

Add the following new subclauses:

"(c) Limitations

The Contractor shall take into account the following when drawing up his construction programme:

- (i) Working time

The entire works shall be completed within the time for completion stated in the Contract Data.
- (ii) Construction limitations

Requirements for safety and accommodation of traffic as set out in the Project Specifications shall be strictly enforced.
- (iii) In compiling the programme of work, the Contractor shall incorporate the following:
 - Weather and operational limitations.
 - No construction allowed within 100m either side of bridge and culvert construction sites until completed
 - The maximum lengths of road allowed to be occupied at any one time.
- (iv) It is a condition of the Contract that the full width of road will be open to two-way traffic from 6 December to 15 January.

(d) Programme revisions

The programme will be reviewed at the monthly site meetings at which the Contractor shall provide sufficient detail that will allow the comparison of completed work per activity against the original approved programme. The Contractor shall indicate what resources and programme changes he intends to implement in order to remedy any activity that may have fallen behind. The Engineer may request from the Contractor a major revision of the programme. Such a revision shall be submitted for approval within fourteen days of the request."

(e) Use of selected subcontractors

In compiling the programme of work the contractor shall make due allowance for the procurement of selected subcontractors and indicate clearly commencement dates for each subcontract.

B1205 WORKMANSHIP AND QUALITY CONTROL

(a) Add the following after the title:

"The Contractor shall appoint a quality manager who shall ensure that members of the Contractor's staff comply with the requirements of the accredited quality system. The quality system and the methods used to implement it shall be described in a quality plan produced by the Contractor. **See Part C3 – Scope of Works – Quality Assurance Framework for Road Works** for a guideline in preparing the quality plan / system.

The quality manager shall be resident on site full time. No construction activities shall take place on site before the Engineer approves the method statement for that activity".

Delete the second, third, fourth and fifth paragraphs and replace with the following:

"The Contractor shall submit the accredited quality assurance system he proposes using to the Engineer, for his approval, within two weeks of the site handover. Once accepted by the Engineer the Contractor shall not deviate from it unless written notification of proposed changes have similarly been submitted and approved. The system shall record the lines and levels of responsibility and indicate the method by which testing procedures will be conducted."

Insert the following paragraph:

The site laboratory shall be a combined laboratory which will carry out process and acceptance control testing. The laboratory will be outsourced and subject to the following requirements laid down by the employer. The following is required from the contractor, in writing:

- (a) An undertaking that the contractor will accept the test results of the combined laboratory. Should there be any doubts with regard to certain test results, this will be settled by an independent laboratory mutually agreed upon. The cost in such cases will be to the account of the party at fault.
- (b) An undertaking that the engineer will be in charge of the combined laboratory and the staff and equipment supplied by the contractor will be under the sole control of the engineer.
- (c) A monetary contribution that can be made up with respect to one or part of the following:
 - Qualified laboratory staff
 - Laboratory buildings
 - Laboratory equipment
 - Transport for field testing and sampling
 - Monetary

For the combined laboratory, the contractor will be required to contribute towards at least 33% of the costs of the laboratory. The total cost of the laboratory for the 15 month contract period has been estimated at R3 million. On this basis, the 33% portion would amount to R1 million.

The value of the contractor's contribution to the laboratory will be as agreed by the engineer. The value of staff or labour provided will be based on the actual total cost of employment (including wages and salaries, bonuses, insurances and any other benefits or allowances). The value of any other contributions by the contractor such as laboratory equipment shall be determined in agreement between the engineer and the contractor.

Should the final total contribution by the contractor to the cost of the joint laboratory exceed R1.00 million, the excess amount will be added to the amount payable under the contract. Similarly should the final contractor's contribution be less than R1.00 million the difference shall be deducted from the amount due under the Contract.

The employer will not be prepared to consider claims for delays to the Works resulting from the awaiting of test results or approval of designs submitted. It is in the contractor's interest to submit samples for design approvals as early as possible in order to expedite any design approvals required. Testing will be effected as promptly as possible but it is in the contractor's own interest to submit material samples, concrete cubes, other components required for testing or requests for approval of fill or layer in good time in order to assist in avoiding or reducing delays."

Add the following at the end of this clause:

"The Engineer shall for the purpose of acceptance control and products on workmanship, assess test results and measurements in accordance with the provisions of the standard specifications (Scheme 1). 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.

B1206 THE SETTING OUT OF WORK AND PROTECTION OF BEACONS

Delete "and of clause 14 of the general conditions of contract" in the sixth paragraph.

Add the following paragraphs:

"The Contractor shall take care that property beacons, trigonometrical survey beacons or setting-out beacons are not displaced or destroyed without the consent of the Engineer. Property beacons and trigonometrical survey beacons that have been displaced or destroyed shall be replaced by a registered land surveyor, who shall certify such replacement.

The cost of replacing all beacons displaced or destroyed during the course of the contract without the consent of the Engineer shall be the Contractor's responsibility and included in the tender rates".

B1207 NOTICES SIGNS AND ADVERTISEMENTS

Delete the last paragraph and replace with the following:

"All signboards erected in accordance with the drawings or as approved advertisements for the Contractor's establishment, shall be removed at the same time as the Contractor's de-establishment. Payment under subitem 13.01 for the final instalment of 15 % of the tendered lump sum shall not be made unless all the advertisements, notices and temporary signs have been removed."

B1209 PAYMENT

(b) Rates to be inclusive

In the first paragraph of this Subclause insert the following between the words "temporary work," and "testing,":

"complying with the OHS Act and in particular with its Construction Regulations (2003), providing the required health and safety measures,".

Add the following to the first paragraph:

"VAT shall be excluded from the rates."

(c) The meanings of certain phrases in payment clauses

(i) Procuring and furnishing (material)

Add the following:

"Payment for procuring and furnishing material from commercial sources shall include all transport costs, irrespective of distance hauled".

Add the following subclauses:

"(g) Trade names

Where materials are specified under trade names, tenders must be based on those materials. Alternative materials may be submitted as an alternative tender and the Engineer may, after receipt of tenders, approve the use of equivalent materials.

(h) Payment Certificates

With reference to Clause 6.10.1 of the General Conditions of Contract, the Contractor shall, at his own expense, submit to the Engineer three sets of A4-size paper copies of the monthly statement for payment.

(i) Value Added Tax (VAT)

No value added tax shall be included in the Contractor's tendered rates or amounts. Payment of value added tax (VAT) shall be made a separate item in the Bill of Quantities Summary.

(j) Working in confined areas

Except where provided for in the Standard Specification and the Bill of Quantities no extra payment shall be made nor shall any claim for additional payment be considered for construction in confined areas. The omission of standard pay items from the Bill of Quantities shall be taken to be deliberate and any additional costs incurred shall be included in the bulk rate.

Additional compensation will be paid for work done in confined areas for fill in restricted areas at structures as specified in Clause 6108."

B1210 CERTIFICATE OF PRACTICAL COMPLETION OF THE WORKS

Add the following paragraph:

"In addition to the listed specified items of work and regardless of the degree of beneficial occupation by the employer, no sections of the works, individually or collectively, shall be considered for practical completion unless the following criteria have also been met:

- (i) In the case of partial completion, the estimated cost to complete the outstanding work is less than 2 % of the estimated cost to construct the whole section or sections, excluding CPA, Contingencies and VAT.

- (ii) In the case of the whole works, the estimated cost to complete the outstanding work is less than 2 % of the tendered value of work plus the cost of any variation or extra work orders, but excluding CPA, contingencies and VAT.
- (iii) It must be possible for the Contractor to complete the written list of outstanding items of work within 28 days of the list having been issued to the Contractor.
- (iv) Any information in the Contractor's possession, that is required by the Engineer and has been requested in writing, has been supplied."

B1214 CONTRACTOR'S ACTIVITIES IN RESPECT OF PROPERTY OUTSIDE THE ROAD RESERVE AND OF SERVICES MOVED, DAMAGED OR ALTERED

Add the following to Subclause (a):

- "(iii) any land outside the road reserve which the Contractor, with the approval of the Engineer, wishes to temporarily use or occupy, for the purpose of a borrow pit, spoil area, haul or construction road, traffic diversion, stockpiling of material or a bridge camp site, will be temporarily expropriated by the Employer, as specified in Clause B1230.

In all such cases the Contractor shall not be required to pay compensation to the owner of the land, nor will he give any undertaking or make any promises towards landowners in this regard. The Employer will enter into negotiations with landowners and will then pay such compensation directly to the owners.

- (iv) The Contractor shall be responsible for serving notice on the owner, in writing, of his intentions to use a borrow pit and the Engineer shall be supplied with a copy of such notice. If applicable, the Contractor shall fence the area and access road according to the details of the temporary expropriation, prior to the excavation and removal of borrow materials.

In terms of the Roads Ordinance any borrow pit and, where necessary, the access road to it, shall be temporary expropriated before it can be used. To this end the Contractor shall adhere strictly to the course of action set out in Clause B1230."

Replace Subsubclause (b)(ii) with the following:

"Compensation, if applicable, for the land taken or for land temporarily used or occupied outside the area provided by the Employer."

Add the following to the last paragraph of subclause (d):

"Copies of these written agreements shall be handed to the Engineer before the final certificate will be issued. Failing to obtain these written agreements from all landowners and authorities concerned, the Defects Liability Period will be extended including all conditions related to such an extension, until such time that all these agreements are obtained.

The obtaining of any such written agreements will not relieve the Contractor of the execution of any of his obligations to the satisfaction of the landowner or authority concerned, and to the approval of the Engineer."

Under Subclause (e) replace the opening paragraph with:

"Should the Contractor use land not provided by the Employer for the purpose of his own establishment, Engineer's offices and laboratory, or storing of equipment or materials required for construction or disposal, it shall be subject to the following:"

and add the following Subsubclauses:

- "(vi) That lease agreements are concluded with the owner or owners of such land for the full period that such areas are required. The leases shall provide for possible extensions to match the duration of the Contract. The lease agreements shall also provide for the Contract being terminated by Contractor's default or liquidation and the resulting possibility for them to be taken over by a succeeding Contractor.
- (vii) That copies of lease agreements shall be submitted to the Engineer prior to signature by the signing parties, and copies lodged with the Engineer after signing. Notwithstanding the Engineer's approval of the conditions of a lease the Contractor shall be solely responsible for adhesion to the terms of the agreements."

Add the following Subclauses to this Clause:

"(f) Alterations to existing works

Under no circumstances shall the Contractor alter or in any way interfere with existing works or overhead or underground services which are not to be relocated, replaced or removed. Where such works are required to be moved on account of unsuitable levels or situations, adequate notice shall be given to the Engineer, who will arrange with the department and/or statutory authority concerned for the alterations to be carried out.

Where existing works are of such a nature that the Engineer may require them to be moved by the Contractor, the cost of such work will be paid for at scheduled rates or as Daywork.

(g) Clearance agreements from landowners

The Contractor shall provide the Engineer with copies of all written clearance agreements obtained from landowners under Subclauses (b) to (e) before the final certificate will be signed. Should any of the written clearance agreements not be obtained from any of the landowners, the Defects Liability Period, together with all its obligations, will be extended until such time as all the written clearance agreements are obtained.

The acquiring of any written clearance agreement shall not free the Contractor from the carrying out of his obligations to the affected landowner."

B1215 EXTENSION OF TIME RESULTING FROM ABNORMAL RAINFALL

Replace the expressions "Abnormal rainfall" and "rainy weather" with "abnormal climatic conditions" wherever these expressions appear in this clause.

In the second sentence of the third paragraph insert after the words "been granted" the following:

"but excluding the period of the contractors holidays in December and January."

Extension of time under this clause will be calculated using method 1. (Formula)

Add the following:

"The rainfall records at the nearest representative registered rainfall station no. 0129/06BA4 (Port St. Johns – AER 1888 - 1984) are reproduced in the table below, and the monthly averages (N_n and R_n) for the specified periods shall, for the purposes of this contract, be taken to be the normal rainfall for the site. The appropriate values of the constants in the rainfall formula shall be those given in the Standard Specifications. The following values of N_n and R_n shall apply:

Month	Rn (mm)	Nn (days)
January*	143,8	4,7 (3,5)
February	137,9	3,9
March	153,9	4,4
April	96	2,5
May	60,7	1,6
June	37,1	1
July	47,1	1,3
August	52,4	1,5
September	99,3	2,9
October	126,6	3,7
November	156,3	4,7
December*	132,8	4,1 (2)
TOTAL	1120	30.8

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

**AVERAGE AND EXTREME MAXIMUM AND MINIMUM TEMPERATURES
FOR MTHATHA STATION NO. 0129/06BA4 (Port St. Johns – AER 1888 - 1984)**

Month	Temperature		Ave. of Monthly Extremes	
	Max (max)	Min (min)	Max (max)	Min (min)
January	25.1	19.6	29	15.8
February	25.4	19.9	28.8	16.2
March	24.8	19.2	28.8	15.2
April	24	17.6	29.4	13.8
May	23.1	15.7	29.8	11.6
June	22	14	28.1	10.1
July	21.4	13.4	28.6	9.7
August	21.1	13.9	29.1	9.8
September	21.2	15	29	10.5
October	21.7	16	27.4	11.6
November	22.9	17.3	27.1	13.1
December	24.3	18.7	28.2	14.5

B1216 INFORMATION FURNISHED BY THE EMPLOYER

Add the following before the first paragraph:

"The reduced drawings that form part of the tender document (Volume 4: Book of Drawings) shall be used for tender purposes only.

The Contractor will be supplied with three (3) paper copies of each of the construction drawings. These paper copies will be issued free of charge and the Contractor shall only be provided additional copies on request and for his account.

Any information in the possession of the Contractor, which the Engineer's representative requires for completing his as-built drawings, shall be supplied to the Engineer's representative before a certificate of completion will be issued.

Only figured dimensions shall be used and drawings shall not be scaled unless so instructed by the Engineer. The Engineer will supply all figured dimensions omitted from the drawings.

The levels given on drainage/structural drawings are subject to confirmation on site, and the Contractor shall submit all levels to the Engineer for confirmation before he commences with the construction of drainage and/or structures. The Contractor shall also check all clearances given on the drawings and shall inform the Engineer of any discrepancies".

Add the following after the second paragraph:

"Drawings and quantities regarding the distribution and extent of repair work items were compiled and calculated to the best of the Engineer's knowledge and available information at the time of the design and could be subject to significant variations at the construction stage. Such variations shall, however, not form grounds for a claim by the Contractor in terms of Clause 6.11 of the General Conditions of Contract."

B1219 WATER

Add the following:

"The Contractor must identify suitable water sources. All water sources utilised shall be tested for suitability once the Contractor has established on site". Water for use on site other than municipal, shall be subject to the required permit from DWA. This shall include such extraction points as rivers, dams, streams, and boreholes.

Table B1219: Water classification for Construction Testing

		Water Quality Classification Code						Method
		H0	H1	H2	H3	H4	H5	
Property	Unit	Pure water (AR)	Clean water (Rain)	Treated water (Municipal)	Silty (muddy) water with low salt content	Highly mineralised chloride sulphate water (brackish)	Waste brack, sewage, marsh, sea, etc water	
PH*	-	7.0	5.7 – 7.9	4.5 – 6.5	4.5 – 8.5	9.0	-	SABS M113 SM 11 - 1990
Dissolved solids*	ppm	0	1000	1500	3000	-	-	SABS 213 SM213 - 1990
Total hardness*	-	None	None	Temporary	Temporary	Permanent	-	SABS 215 SM 215 – 1971
Suspended matter	ppm	0	2000	2000	5000	-	-	SABS 1049 SM 1049 – 1990
Electrical conductivity	mS/m	0	200	200	500	-	-	SABS 1057 SM 1057 – 1982
Sulphates (SO ₄)	ppm	0	200	300	500	1000	-	SABS 212 SM 212 – 1971
Chlorides (Cl)	ppm	0	500	1000	3000	5000	-	SABS 202 SM 202 – 1983
Alkali Carbonates (CO ₃) & Bicarbonates (HCO ₃)	ppm	0	500	1000	1000	2000	-	SABS 241 – 1999
Sugar	-	Negative	Negative	Negative	Negative	Negative	-	SABS 833
Quality of water required		Untreated layer works	✓ <input type="checkbox"/>	✓ <input type="checkbox"/>	✓ <input type="checkbox"/>	✓ <input type="checkbox"/>	Investigate the effect on the quality of the material	

	Chemically treated layer works	✓ <input type="checkbox"/>	✓ <input type="checkbox"/>	✓ <input type="checkbox"/>	Investigate the effect on the quality of the material
	Concrete mass	✓ <input type="checkbox"/>	✓ <input type="checkbox"/>	✓ <input type="checkbox"/>	Investigate the effect on the quality of the material
	Concrete prestressed	✓ <input type="checkbox"/>	✓ <input type="checkbox"/>	References: 1. Concrete Technology – Dr S Fulton (1989) 2. Materials Manual (PAWC)	
	Slurry & emulsion	✓ <input type="checkbox"/>	✓ <input type="checkbox"/>		
	Soil/gravel tests	✓ <input type="checkbox"/>	✓ <input type="checkbox"/>		
	Chemical or control tests	✓ <input type="checkbox"/>	✓ <input type="checkbox"/>		

* A primary property. The quality of the water is that quality where all three of the primary properties are within the limits.

! The tabulated single values are maximum value except in the case of the pH value for pure water, which must be 7.0

“B1230 SAFETY

The Contractor must comply with the Occupational Health and Safety Act (Act No 85 of 1993) as amended as well as all the publications pertaining to the act or as specified in the Contract Document: A staff member will be appointed as the Construction Health and Safety representative and will need to complete a site inspection register on a daily basis. Payment for the Construction Health and Safety Officer will be made under Item B13.06. Payment for the Traffic Safety officer will be under Item B15.14. The Traffic Safety Officer will report to the Construction Safety Officer

The Contractor shall nominate a Construction Health and Safety Officer who will be responsible at all times, including after hours, nights, weekends and public holidays, for the safety of the work area and the Contractor's adherence to the Health and Safety Specification and Plan. The accommodation of traffic will be supervised by the Traffic Safety Officer. All standard safety procedures and documentation must be adhered to.

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

The Contractor may not commence construction activities before adequate provision has been made to accommodate traffic in accordance with the requirements of the specifications and drawings.

Failure to maintain road signs, warning signs and flicker lights in good working conditions shall constitute ample reason for the Engineer to suspend work until such road signs and road safety ancillaries have been repaired or reinstated to the Engineers satisfaction.

The Contractor shall ensure that all plant left in the work area overnight is parked safely in accordance with the requirements of specifications.

All construction vehicles and equipment must be highly visible with flashing lights, reflective markings, stickers, etc. Operators must be aware of the public at all times.

In areas of steep embankments where public access cannot be limited, temporary guardrails will be erected where instructed by the Engineer so that pedestrians can proceed safely. All open excavations to be clearly demarcated with danger tape, etc.

B1231 MATERIALS

The Contractor, when using materials that are required to comply with any standard specification, shall, if so ordered, furnish the Engineer with certificates showing that the materials do so comply. Where so specified, materials shall bear the official mark of the appropriate authority. Samples ordered or specified shall be delivered to the Engineer's office on the Site free of charge.

Where proprietary products have been specified, similar products may be used subject to the prior written approval of the Engineer.

Unless otherwise specified, all proprietary materials shall be used and placed strictly accordance with the relevant manufacturer's current published instructions.

Unless anything to the contrary is specified, all manufactured articles or materials supplied by the Contractor for the permanent works shall be unused.

Earth, stone, gravel, sand, and all other materials excavated or present on the Site or in borrow areas provided by the employer shall not become the property of the Contractor, but will be at his disposal only in so far as they are approved for use on the Contract.

Existing structures on the Site shall remain the property of the employer and except as and to the extent required elsewhere in the Contract, shall not be interfered with by the Contractor in any way.

No materials to be included in the works shall be damaged in any way and, should they be damaged on delivery or by the Contractor during handling, transportation, storage, installation or testing they shall be replaced by the Contractor at his own expense.

All places where materials are being manufactured or obtained for use in the Works, and all the processes in their entirety connected therewith shall be open to inspection by the Engineer (or other persons authorised by the Engineer) at all reasonable times, and the Engineer shall be at liberty to suspend any portion of work which is not being executed in conformity with these specifications.

The quantities set out in the Bill of Quantities have been determined from calculations based on data available at the time and should therefore be considered to be only approximate quantities. The Contractor shall therefore, before ordering materials of any kind, check with the Engineer the quantities required. No liability or responsibility whatsoever shall attach to the Employer for materials ordered by the Contractor except if they have been ordered in accordance with written confirmation issued by the Engineer.

(a) Ordering of Materials

Immediately upon his Tender being accepted, the Contractor shall order materials which are in short supply or for which the delivery period may be long.

The quantities set out in the Bill of Quantities have been determined from calculations based on data available at the time and should therefore be considered to be only approximate quantities. The Contractor shall therefore, before ordering materials of any kind, check with the Engineer the quantities required. No liability or responsibility whatsoever shall attach to the employer for materials ordered by the Contractor except if they have been ordered in accordance with written confirmation issued by the Engineer.

B1232 ENVIRONMENTAL MANAGEMENT (see B1302 (i))

The Contractor will be responsible for managing a non-specific Environmental Management Plan (EMP) in terms of Volume 4. Apart from the EMP in Volume 4, the Contractor should also adhere to an Environmental Management Programme Report (EMPR) for the use of material abstracted from borrow pits. The EMPR is legally binding and shall be adhered to at all times.

The Contractor shall take the utmost care to minimize the impact of his establishment and other construction activities on the environment and shall adhere to the requirements as set out in Volume 5.

The Contractor will be required to submit a Method Statement to the Environmental Control Officer (ECO) detailing his construction activities and what measures will be implemented to prevent the pollution of streams, rivers and countryside through the spilling of fuels, bituminous binders, sewage from the temporary toilets and other deleterious materials.

Where in the opinion of the Engineer, the Contractor has not adhered to these requirements; the Contractor shall rectify the damage at his cost and to the satisfaction of the Engineer.

B1233 CONSTRUCTION SITE CONTROL

In addition to normal good construction practices expected of the Contractor, the Contractor shall also observe the following:

(a) Restriction of working areas

Working in areas defined as those areas reasonably required by the Contractor to execute the Contract as agreed with the Employer. These shall generally be restricted to within the road reserve but where this is not possible, they shall be kept to a minimum in order to minimise damage to areas outside the road reserve.

Before commencing any other work the Contractor shall, in order to prevent unauthorised movement of persons or vehicles outside the designated working areas and access road servitudes, erect and maintain temporary fences along the boundaries of the working areas, access roads, spoil and stockpile areas etc. in conformity with the environmental specifications. Movement of vehicles and personnel outside the designated working areas will not be permitted and discipline on site and in the camp shall be to such a degree as to indemnify the Employer from all complaints.

(b) Protection of fauna and flora

All flora and fauna whether within or outside the road reserve, or in borrow areas, shall be dealt with in accordance with the environmental specifications.

No domestic animals shall be permitted on site.

B1234 SITE CLEANLINESS AND PRECAUTIONS AGAINST NUISANCE

Wherever machinery is excavating or loading material which is liable to form a dust nuisance, an effective method of spraying the excavation area and loaded material with water shall be installed.

The costs incurred by the Contractor for the provision of these measures shall be deemed to have be all inclusive and included in the rates for the operations requiring such measures.

The Site shall be maintained in a clean, orderly and sanitary condition as required and to the satisfaction of the Engineer.

B1235 USE OF LABOUR

It is an objective of the Employer to create employment of this contract and therefore all the requirements in this respect contained in the contract will be rigorously monitored and enforced.

B1236 MEASUREMENT AND PAYMENT

Provision has been made in this Section for any works associated with the removal and reinstatement of existing services which may be affected by the Works and for any compensation issues which may arise. The Contractor will generally not be required to carry out the work on telephone and power lines, but will pay the service provider concerned and be reimbursed through the Contract. The Contractor may have to carry out work in connection with the relocation of water pipes.

Provision is also made under this section for the Project Liaison Officer (PLO)

No payment will be made for any item under this section without the written authorisation and approval of the Engineer and Employer. The following payment items shall apply."

Add the following new items to this clause:

"Item	Unit
B12.01 Relocation and reinstatement of ESKOM overhead power lines and/or underground cables.	
(a) Direct payment to ESKOM or its agent.....	prime cost (PC) sum
(b) Handling costs and profit in respect of sub item B12.01 (a).....	percentage (%)

The prime cost sum sub item B12.01(a) shall be paid for in accordance with the provisions of the general conditions of contract.

The tendered percentage is a percentage of the amount actually spent under subitem B12.01(a), which shall include full compensation for the handling costs of the Contractor, plus the profit and all other incidentals, in connection with paying Eskom or its appointed agent for carrying out the work.

Item	Unit
-------------	-------------

B12.02 Relocation and reinstatement of TELKOM overhead phone lines and/or underground cables:

- | | |
|---|---------------------|
| (a) Direct payment to TELKOM or its agent..... | prime cost (PC) sum |
| (b) Handling costs and profit in respect of subitem B12.02(a) | percentage (%) |

The prime cost sum subitem B12.02(a) shall be paid for in accordance with the provisions of the general conditions of contract.

The tendered percentage is a percentage of the amount actually spent under subitem B12.02(a), which shall include full compensation for the handling costs of the Contractor, plus the profit and all other incidentals, in connection with paying Telkom or its appointed agent for carrying out the work.

Item	Unit
-------------	-------------

B12.03 Relocation and reinstatement of water lines belonging to the local authority, institution or community:

- | | |
|---|---------------------|
| (a) Direct payment to the authority or its agent..... | prime cost (PC) sum |
| (b) Handling costs and profit in respect of subitem B12.03(a) | percentage (%) |

The prime cost sum subitem B12.03(a) shall be paid for in accordance with the provisions of the general conditions of contract.

The tendered percentage is a percentage of the amount actually spent under subitem B12.03 (a), which shall include full compensation for the handling costs of the Contractor, plus the profit and all other incidentals, in connection with paying the local authority or its appointed agent for carrying out the work.

The Contractor may be required to carry out work on water mains or water points. In this case payment will be made at unit rates or on Dayworks as agreed by the Engineer

Item	Unit
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B12.04 Land acquisition and crop loss reimbursements, including miscellaneous items such as gates, fences etc, which individuals may undertake themselves:

- | | |
|---|---------------------|
| (a) Direct payment to individuals or communities | prime cost (PC) sum |
| (b) Handling costs and profit in respect of subitem B12.04(a) | percentage (%) |

The prime cost sum subitem B12.04(a) shall be paid for in accordance with the provisions of the general conditions of contract.

The tendered percentage is a percentage of the amount actually spent under subitem B12.04(a), which shall include full compensation for the handling costs of the Contractor, plus the profit and all other incidentals, in connection with paying individual landowners, community co-operatives, communal land trusts etc, for the loss of land, crops, grazing or any other facility.

Item	Unit
B 12.05 Relocation of graves/ houses:	
(a) Relocation of graves:	
(i) Direct payment to individual families or communities.....	prime cost (PC) sum
(b) Relocation of houses	prime cost (PC) sum
(c) Handling costs and profit in respect of subsubitem B12.05(a)(i) and subitem B12.05(b)	percentage (%)

The prime cost sum subsubitem B12.05(a)(i) and subitem B12.05(b) shall be paid for in accordance with the provisions of the general conditions of contract.

The tendered percentage is a percentage of the amount actually spent under subsubitem B12.05(a)(i) and subitem B12.05(b), which shall include full compensation for the handling costs of the Contractor, plus the profit and all other incidentals, in connection with paying for the relocation of graves/ houses.

Item	Unit
(i) B12.06 Community Liaison Officer (CLO):	
(ii)	
(a) Salary plus expenses incurred by the CLO	provisional sum
(b) Handling costs and profit in respect of subitem B12.06(a)	percentage (%)
(iii)	

A provisional sum is provided for the cost of community liaison, which shall include the salary of the Liaison Officer for the duration of the Contract, as well as costs with respect to the provision of use of a cell phone for the duration of the contract. The Liaison Officer will not be required on a full-time basis and this provisional sum shall be expended as approved by the Engineer.

The tendered percentage is a percentage of the amount actually spent under subitem B12.06(a), which shall include full compensation for the handling costs and the profit of the Contractor.

Item	Unit
B12.06 Project Liaison Committee (PLC):	
(a) Payment of expenses/disbursements to the members of the PSC	provisional sum
(b) Handling costs and profit in respect of subitem B12.07(a)	percentage (%)

Payment of the provisional sum provided in subitem B12.07(a) is to reimburse members of the PSC for costs of travelling and subsistence for each meeting attended.

The tendered percentage is a percentage of the amount actually spent under subitem B12.07(a), which shall include full compensation for the handling costs and the profit of the Contractor.

Item	
B12.07: Provisional Sums for Survey Required by the Municipality.....	km

The unit of measurement shall be the kilometres of road surveyed.

The tendered rate shall include all the expenses incurred for supply of site survey plans showing all ma-made features and/or land marks along the newly constructed road by nominated subcontractor. The Resident / Project

Manager engineer or client will nominate suitable Subcontractor for surveying of As Builds Drawings under provisional Sum Allocation for Surveying. The Contractor will claim Mark-up Percentage of the Provisional Sums.

Item	Unit
B12.08 Provision of Accredited training:	
(a) Wages and salaries of local labourers employed by the Contractor in respect of training periods for on-site training by the Contractor during which no	

- productive work is executed provisional sum
- (b) Accredited and approved training courses for selected local labourers including wages during training..... prime cost (PC) sum
- (c) Handling costs and profit in respect of subitems B12.08(a) and (b) percentage (%)

Payment of the provisional sum provided in subitem B12.08(a) shall include full compensation for the wages and salaries of local labourers for the periods during which they attend courses and receive training that are arranged and paid for by the Contractor in terms of the Contractor's training schedule and are thus not available for the execution of productive work.

The provisional sum provided in subitem B12.08(a) will be paid monthly in equal instalments.

Payment for the prime cost sum provided in subitem B12.08(b), to cover the costs incurred for the attendance by selected and approved local labourers in the employ of the Contractor and Selected Sub Contractors of approved training courses presented by accredited institutions shall be effected in accordance with the provisions of Clause 45.2 of the General Conditions of Contract. The payment shall cover the applicable course fees as agreed to by the Engineer as well as wages and transport costs expended by the Contractor or Selected Sub Contractor related to the approved training courses.

The tendered percentage is a percentage of the amount actually spent under subitem B12.08(a) and (b), which shall include full compensation for the handling costs and the profit of the Contractor.

No additional payment will be made for any of the extra costs which will be incurred as a result of the additional supervision required for managing labour and for providing informal training to the workers. The Contractor shall make suitable allowance for these costs in his tendered rates for the various items of work. Additional allowance must also be made for the involvement of senior staff members, directors and managers in training and guidance of emerging Contractors and attendance at meetings and discussions in respect of all training matters.

Except as specifically provided for in the relevant pay items included in the Bill / Schedule of Quantities no additional payment will be made to the Contractor in respect of the execution of the prescribed and approved training programme. Full compensation for the costs of training not covered by the above pay items shall be deemed to be included in the rates tendered for the Contractor's general obligations.

Item	Unit
B12.09 Provision of structured training:	
(a) Provision of training:	
(i) Engineers Skills training	provisional sum
(ii) Entrepreneurial Skills training.....	provisional sum
(iii) Generic Skills training.....	provisional sum
(b) Training Venue.....	provisional sum
(c) Handling costs and profits in respect of subsubitems B12.09(a)(i)(ii)(iii) and subitem B12.09(b).....	percentage (%)

The stated provisional sum shall be expended only as ordered and approved by the Resident Engineer. Training of candidates shall be provided by an accredited sub Contractor or institute approved by the Employer and all costs involved in the training of such personnel shall be reimbursed from the stated provisional sum.

The tendered percentage is a percentage of the amount actually spent under subsubitems B12.09(a)(i)(ii)(iii) and subitem B12.09(b), which shall include full compensation for the handling costs and the profit of the Contractor.

Payment will be made for training of personnel as specified in Part C2 of this document.

Item	Unit
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B12.10 Meteorological instruments:

- | | | |
|-----|---|-----------------|
| (a) | Supply and install equipment capable of measuring
wind speed, temperature, rainfall and humidity | provisional sum |
| (b) | Handling costs and profit in respect of subitem B12.10(a) | percentage (%) |

The stated Provisional Sum shall be expended as ordered and approved by the Engineer. The costs of monthly recording and reporting by the Contractor shall be included in item B13.01(c).

The tendered percentage is a percentage of the amount actually spent under subitem B12.10(a), which shall include full compensation for the handling costs and the profit of the Contractor.

Item	Unit
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B12.11 Employers contribution to site laboratory prime cost (PC) sum

The PC sum will be paid in accordance with the provisions of the general conditions of contract. The prime cost sum is provided for the cost of the combined laboratory.

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

B1302 GENERAL REQUIREMENTS

(a) Camps, construction plant and testing facilities

Add the following after the first paragraph of Subclause 1302(a) of the Specifications:

"No specific land has been made available for the camp and offices and the Contractor shall make his own arrangements concerning a suitable site and location, as well as the provision of water, electricity and other services for the campsite. Where necessary the Contractor shall make his own arrangements with land-owners."

No direct payment will be made for the provision of water, electrical and other services and the cost thereof shall be deemed to be included in the rates and amounts tendered for the various items of work for which these services are required."

The Contractor is responsible for obtaining the water extraction permit.

Add the following new Subclauses after Subclause 1302(c) of the Specifications:

“(d) Contractors ablution facilities

The Contractor shall, as required by the Health and Safety Specification in this document, at each construction section, provide sufficient portable chemical latrine units. Furthermore the Contractor shall also provide a portable chemical latrine unit at each temporary traffic control facility. The latrine units shall be serviced daily and kept in a hygienic and orderly state to the approval of the Engineer. No separate payment shall be made for this requirement and the costs thereof shall be deemed to be included in the rates tendered for the Contractor's time-related obligations.

(e) Services

The Contractor shall at his own expense, make the necessary connections to any utility services required by him for the execution of the works.

(f) Sanitation and waste management

The Contractor shall provide suitable sanitary and waste management arrangements for his staff at his campsite. If outside latrines are provided, they shall be of a neat construction and shall be provided with doors and locks. They shall be to the satisfaction of the Engineer's Representative and the Local Authorities and comply with the requirements of the specifications.

The Contractor shall provide portable chemical latrines on Site, as specified in section 9.15 of the Health and Safety Specification, for use by construction workers. The latrines shall be serviced daily and maintained in good condition. No separate payment shall be made for any costs incurred in this regard and the Contractor shall allow for these costs in his tendered rates for establishment. The Contractor shall be responsible for providing all necessary services to keep the latrines for himself, the Engineer's Representative and the Sub Contractors on the Site in a clean, neat and hygienic condition, including the cost of refuse removal and disposal from the Site and from all accommodation provided by him.

If the Contractor fails to provide and/or maintain all Site sanitation facilities in a clean and hygienic condition the Engineer's Representative may order the Contractor to suspend any or all work on the Site until the requirements of the Specifications are met. No payment shall be made for any delays or disruption of the Works caused thereby nor shall extensions of time be granted for such delays.

On completion of the Contract, the Contractor shall remove the sanitation system and reinstate the area to the satisfaction of the Engineer's Representative and in compliance with the requirements of the specifications.

(g) Security

The Contractor shall provide adequate security and strict control of access to the campsite on a 24-hour basis including weekends and public holidays. The campsite area shall be adequately fenced with security fencing and security lights placed at strategic points. Notices to indicate that unauthorised persons may not enter the campsite area shall be erected at prominent locations as required by the Occupational Health and Safety requirements, or agreed with the Engineer's Representative.

(i) Environmental protection (see Item B1232)

Construction will take place within the existing road reserve and every precaution must be taken to protect the established vegetation and roadside facilities. Notwithstanding the provisions set out in Volume 5 of these documents.

The following conditions apply:

- (i) Personnel and plant shall not enter property beyond the road reserve boundary irrespective of whether the boundaries are fenced off or not.
- (ii) The Contractor shall, to the satisfaction of the Engineer, take every necessary precaution to prevent the contamination of any watercourses.
- (iii) The Contractor shall plan his activities so that materials, in so far as is possible, can be transported direct to and placed at the point where they are to be used. However, where utilising materials in this manner is impractical, it shall be temporarily stockpiled for later loading and transportation to where it will be used.
- (iv) Stockpiling areas shall be indicated to and approved by the Engineer. Before any stockpiling of material may be done, the site shall be cleaned, and all loose stones or any plant or other material which may cause pollution shall be removed. After the stockpiled material has been removed, the site shall be reinstated as closely as possible to its original condition.
- (v) The Contractor shall be responsible for the establishment of a refuse control system for the collection and removal of refuse from the campsite and working areas.
- (vi) The Contractor shall ensure that waste and surplus food, food packaging plastic and organic waste are not deposited by his employees anywhere on the site except in refuse bins for removal. If his employees are to eat elsewhere on site than in the campsite, the Contractor shall designate restricted places for eating in his working areas, shall provide adequate refuse containers in all these places and shall remove the refuse and clean up any remaining food containers immediately after mealtimes.
- (vii) The Contractor has no right to the trees and shrubs on the Site.
- (viii) No bituminous material or waste material shall be dumped within the road reserve, even if only as a temporary measure. Provision shall be made to remove such excess material directly off the site to spoil areas to be provided by the Contractor."

B1303 PAYMENT

B13.01 The Contractor's general obligations

Insert the following paragraph after the fourth paragraph:

"Should the combined total tendered for subitems (a), (b), and (c) exceed 20 % of the tender sum (excluding VAT) the tenderer shall state his reasons in writing for tendering in this manner. The tenderer's attention is drawn to Form H, (bound in this Volume), to be completed by the tenderer."

Delete the 17th paragraph commencing "The tendered rate per month for subitem 13.01(c) " and replace with:

"The tendered rate per month for subitem 13.01(c) represents full compensation for that part of the Contractor's general obligations which are mainly a function of construction time. The tendered sum will be paid monthly, pro rata for parts of a month, from the Commencement Date (as defined in the general conditions of contract under subclause 1.1.1.5) until the end of the period for completion of the works, plus any extension thereof as provided in clause 5.12 of the general conditions of contract, provided that:"

Add the following after the 19th paragraph:

"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 5.12 of the general conditions of contract, shall be calculated as follows:

Account shall be taken of all time related items scheduled in Sections 1300, 1400 and 1500.

All pay items for which the unit of measurement is "month" shall be deemed to be based upon an average of 23 working days per month.

Payment will be made only for items for which the unit of measurement is "month."

SECTION 1400 : HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL

B1402 OFFICES AND LABORATORIES

(a) General

Add the following:

"It is a requirement of the contract that the offices for the Engineer's supervisory staff shall be supplied with approved burglar proofing, the cost of which shall be taken as included in the relevant tendered rates for the provision of the specified building. In addition, the offices and any living accommodation are to be separated by at least 200m. Preliminary details are shown on the drawings but the final details shall be to the approval of the Engineer in consultation with the Contractor".

(b) Offices

Delete the first sentence of the first paragraph and add the following:

"The office requirements for the Engineer's Representative are as follows:

- (i) One office for the Engineer's Representative.
- (ii) Three offices for the Assistant Engineer's Representative.
- (iii) Two offices for the technical staff.

The office size and other requirements are specified elsewhere in this subclause."

Add the following to subclause (xii):

"The services shall consist of a telephone in the Resident Engineer's office, four extensions to offices and laboratory to be indicated by the Engineer as well as a dedicated line for the fax apparatus."

Add the following to subclause (xv):

"Each office as well as the conference room shall be provided with a white board, minimum size 1,3m², which shall be fastened securely to the wall."

Add the following to subsubclause (xvii):

"A fax apparatus coupled to a separate dedicated telephone line shall be installed in the Resident Engineer's office, for the exclusive use of the Engineer. The fax apparatus shall be CCIT Group 3 and Group 2 compatible, capable of scanning A4 documents with automatic feed of maximum 30 sheets and able to operate at temperatures between 5 and 35 Deg. C. Ownership of the fax apparatus will revert to the Contractor on completion of the contract. The prime cost sum shall include the cost of installation and consumables in connection with contract administration and the cost of the telephone charges for outgoing faxes."

Add the following subsubclauses:

- "(xviii) Steel plan cabinets shall be provided and shall be able to accommodate 30 A0 - sized drawings hanging vertically from approved holders.
- (xix) Two electric refrigerators of at least 300 litre capacity shall be provided for the use of the Engineer. The Engineer's kitchen shall be provided with a fitted sink with the necessary taps and drains, a microwave oven and a three-plate/ring stove with an oven.
- (xx) Provision of floodlights, which are to be controlled by a photocell for security purposes at the offices and laboratory of the supervisory staff.

- (xxi) Provision of cellular telephones together with original manufacturer's hands free kits shall be supplied to the Engineer's site staff for the duration of the contract. The prime cost sum shall also include for the cost of all telephone calls in connection with contract administration, and full insurance cover for the duration of the contract.
- (xxii) Provision of approved photocopier capable of making A4 and A3 copies, as well as paper and toner for making up to 1000 copies per month.

All equipment shall revert back to the Contractor on completion of the Contract."

Add the following:

"Specifications for Offices

"The Engineer's Representative's office, which shall serve as a back up conference room and shall have a floor area of fifty (50) square metres. The three Assistant Engineer's Representatives offices shall each have a floor area of twenty (20) square metres while the remaining two offices shall each have a floor area of fifteen (15) square metres.

Each office shall be furnished with the following items:

The Engineer's Representative's Office shall be provided with the following:

- (i) An office desk with a surface area of at least 1,5 m² with six drawers, two of which can be locked.
- (ii) One steel general purpose cabinet with a shelf area of at least 1,5 m². The cabinet shall be lockable with two keys.
- (iii) One steel filing cabinet with four drawers, a lock with two keys. The cabinet shall be 1 300 mm high, 480 mm wide and 800 mm from front to back.
- (iv) One drawing table with a smooth top of at least 2 400 mm x 900 mm, and the upper surface shall be 950 mm above floor level.
- (v) Two book shelf units with at least three shelves each, capable of holding lever arch files. Units to be at least 900 mm wide x 900 mm high.
- (vi) Three sturdy and comfortable chairs.
- (vii) One height-adjustable draughtman's stool with padded seat and backrest.
- (viii) One wash hand basin.
- (ix) One conference table (approximately 3,2 m x 1,3 m) and 10 chairs.

The Assistant Engineer's Representatives offices shall be provided with the following:

- (i) An office desk with a surface area of at least 1,5 m² with six drawers, two of which can be locked.
- (ii) One steel general purpose cabinet with a shelf area of at least 1,5 m². The cabinet shall be lockable with two keys.
- (iii) One steel filing cabinet with four drawers, a lock with two keys. The cabinet shall be 1 300 mm high, 480 mm wide and 800 mm from back to front.
- (iv) One drawing table with a smooth top of at least 2 400 mm x 900 mm, and the upper surface shall be 950 mm above floor level.
- (v) Two book shelf units with at least three shelves each, capable of holding lever arch files. Units to be at least 900 mm wide x 900 mm high.
- (vi) Two sturdy and comfortable chairs.
- (vii) One height-adjustable draughtman's stool with padded seat and backrest.

- (viii) One wash hand basin.

The two remaining offices shall be provided with the following:

- (i) An office desk with a surface area of at least 1,5 m² with six drawers, two of which can be locked.
- (ii) One steel general purpose cabinet with shelf area of at least 1,5 m². The cabinet shall be lockable with two keys.
- (iii) One steel filing cabinet with four drawers, a lock with two keys. The cabinet shall be 1 300 mm high, 480 mm wide and 800 mm from front to back.
- (iv) One drawing table with a smooth top of at least 1 200 mm x 900 mm, and the upper surface shall be 950 mm above floor level.
- (v) One book shelf units with at least three shelves each, capable of holding lever arch files. Units to be at least 900 mm wide x 900 mm high.
- (vi) Two sturdy and comfortable chairs.
- (vii) One height-adjustable draughtman's stool with padded seat and backrest.

The offices shall be air-conditioned in the summer and heating shall be provided in the winter months.

Six carports shall be provided close to the offices."

(c) Laboratories

Add the following after the second paragraph:

"The employer requires the establishment of a combined laboratory for process control by the contractor and acceptance control by the engineer for this contract. The envisaged advantages include time savings for the contract, cost savings for the contractor and employer as well as more effective control over production and quality. The combined site laboratory will be under the total control of the engineer and be equipped to undertake testing of soils and aggregates and concrete cube sampling.

The envisaged basis of cost apportionment for a joint laboratory is as follows:

The Contractor to provide for:

- (i) A laboratory building of the plan area as scheduled;
- (ii) The furniture and fittings for the laboratory as scheduled;
- (iii) Housing for the materials testers, their assistants as well as six labourers for the exclusive use of the Senior Laboratory Manager.
- (iv) Services for the above Accommodation;
- (v) Six labourers for the exclusive use of the Senior Laboratory Manager.
- (vi) 30% of the running costs of the laboratory including equipment rental or contract cost. A provisional sum has been scheduled for this purpose.

Section 1 of Schedule A, that is included in the Bill of Quantities under Section C2: Pricing Data, gives all the items that have been included for the contractor's contribution to the combined laboratory.

Although the contractor shall price this schedule, he will not receive payment for these items because his contribution to the site laboratory for process control testing shall be deemed to be fully covered by the Provisional Sum described above. All other costs shall be allowed for under his establishment on site and general obligations.

Employer will provide for:

- (i) Cost of employment for a Senior Laboratory Manager, 3 materials testers and 9 assistants for the exclusive use of the site laboratory.
- (ii) Housing of laboratory staff is included in Schedule A under items 14.05 and 14.07.
- (iii) Reimbursement for kilometers traveled on site for laboratory purposes at departmental rates and all equipment and testing apparatus that will be required for the laboratory to perform process and acceptance control testing for this contract.
- (iv) 70% of the running costs of the laboratory including equipment rental or contract cost.

The layout shall be approved by the Engineer, who will also indicate his preferred location of power points, work benches, windows, doors, furniture and laboratory apparatus. There shall be a clear height from floor to ceiling of at least 2,4 m. Separate cooking facilities shall be provided."

Add the following to the end of the first paragraph of Subsubclause (iii)(2) of this Subclause:

"Support shall be provided by single brick walls."

Add the following to the last paragraph of Subsubclause (iii)(2) of this Subclause:

", and include a robust timber shelf, mounted 400 mm above floor level, for the storage of samples."

Add the following to Subsubclause (vi) of this Subclause:

"The power consumption is estimated at 4000 KWh per month."

Add the following to Subsubclause (ix) of this Subclause:

"The water consumption is estimated at 100 kl per month."

Add the following to Subsubclause (xiv):

"The concrete test cube baths shall be automatically temperature controlled and fitted with a circulating pump of such capacity that it will maintain a constant temperature of 22° to 25°C, have an overflow at 0,5m above the metal grating, a drain, a hinged cover and a metal grating to support the cubes at 50mm above the floor."

Add the following new Subsubclauses to this Subclause:

"(xvii) A rack suitable for hanging clothes.

(xviii) A steel plate 1 m x 1 m x 13 mm thick with 100 mm high x 6,7 mm thick side plates and 19 mm diameter bars welded to the base plate as ordered by the Engineer."

(g) Ablution units

Add the following:

"A dedicated ablution unit with a minimum floor area of 10 m² for the sole use of the Engineer's supervisory staff shall be provided. The unit shall contain at least the following:

- (i) One flush toilet and one urinal complete with running water and sewer pipes.
- (ii) Shower complete with hot and cold running water.
- (iii) One hand wash basin complete with hot and cold running water.
- (iv) Mirrors, toilet roll holder, paper towels, soap etc."

(h) Communication system

Add the following:

"The Contractor shall provide two-way radio communication for the use of the Engineer and his site staff. The communication system shall be sufficient to provide communication between his offices and vehicles at any point within the site. Should the Engineer's staff change vehicles during the contract or should staff be replaced by new staff using different vehicles, the Contractor shall transfer the mobile stations between the vehicles. The system including the mobile stations in the Engineer's vehicles shall be removed on completion of the contract. The Contractor shall maintain these sets in good working order at all times.

It may be necessary for the Contractor to supply one or more relaying stations at suitable locations along the route to ensure uninterrupted communication. Such relaying stations will not be paid for separately and compensation therefore shall be deemed to be inclusive in the rates tendered for Section 1300 for the Contractor's establishment."

(j) Computers and printers

When instructed by the Engineer, the Contractor shall provide approved new computers, modems and printers for the exclusive use of the Engineer's site staff. This shall include a network with the necessary cabling, an internet connection and e-mail facility.

All equipment shall be kept fully serviceable by the Contractor at all times. The Contractor shall repair/replace any defective equipment within 12 hours after notification by the Engineer. The Contractor shall also provide all paper, ink cartridges and other consumables required by the Engineer.

All computer equipment, peripherals, modems, UPSs and software packages shall be cleared with and approved by the Engineer prior to provision.

All the above-mentioned equipment and software shall revert back to this Contractor at the end of the Contract.

(k) Assistance to the Engineer

The Contractor shall provide for the exclusive use of the Engineer up to two (2) semi-skilled workmen trained or capable of being trained as survey hands, office messengers and laboratory hands. These workmen shall be available for the full Contract period as requested by the Engineer.

All these labourers shall be available to the Engineer and his staff throughout the duration of the Contract and in addition, should it be required by the Engineer, a further period of time not exceeding one month, extending from the time of issue of the Certificate of Completion, at no additional cost to the employer.

(l) Emergency power supply

The Contractor will be required to provide emergency power supply to the Engineer's offices, laboratories and kitchen. For that purpose a 15 kVA, 3-phase diesel-driven generator with an 8 hour fuel capacity will be required."

(m) Kitchen

The kitchen shall have:

- (i) a concrete floor space of at least eight square metres in area.
- (ii) a clear height from floor to ceiling of at least two comma four metre.
- (iii) windows of at least one square metre in total area of which zero comma seven five square metres can be opened to admit air.
- (iv) one door complete with lock and two keys
- (v) one fixed stainless steel kitchen sink with draining board and cold water tap connected to a potable water supply system.
- (vi) one kettle.
- (vii) one kitchen table and two kitchen chairs."

B1403 HOUSING

The housing for the Engineer's staff shall be rented accommodation to the approval of the Engineer, provided in Port St Johns area as agreed by the Engineer.

(c) Rented accommodation

Replace the full stop at the end of the first sentence of subclause (ii) of this subclause with a comma and add "and for all services connected with such accommodation."

Add the following subsubclause:

"(iv) Travelling expenses for the Engineer's site staff have been provided for in the provisional sum in the schedule of quantities. This amount will also include travelling expenses incurred by the Engineer's personnel visiting the site for inspection, quality and acceptance control purposes."

(d) Accommodation for labourers

Delete the word "labourers" in the subheading and the words "labourers" or "labourer" in contents of the subclause and replace with the words "Engineer's laboratory staff".

Delete the first sentence in the third paragraph and replace with the following:

"The ablution unit shall be a well ventilated room of 16m² area, provided with electric lighting, a section containing two flush-type latrines complete with WC pans and PVC seats and covers, another section containing two showers, two wash basins, two twin concrete wash tubs, and a stainless steel urinal, all complete with the necessary running hot and cold water, taps, drains and sewerage. Two 300mm x 300mm mirrors shall be fixed to the wall above each washbasin. A clothes line shall be provided outside the ablution unit. One ablution unit shall be provided for every 10 laboratory staff."

Add the following to the fourth paragraph:

"An additional cooking unit shall consist of a kitchen of 20m² area, to be provided as part of the laboratory.

The unit shall be of the same construction as specified for the ablution unit and shall be provided with electric lighting, a dining room table and ten dining chairs, a double stainless steel sink, a lockable storage cupboard of not less than 1,2m³ of shelving, ten gas/ring burners and four 45 kg gas cylinders. All the necessary taps, drains, sewerage and hot and cold water supply shall be provided.

The accommodation for employees shall be constructed as specified for offices and laboratory units or prefabricated housing units.

Subunits of 16m² shall be provided. Each subunit shall be provided with opaque windows, all of which can open at least halfway, and a steel door with lock and padlock and three keys.

The subunits shall be provided with vinyl floor covering and 220 Volt AC electricity. Each subunit shall be provided with:-

- (a) Two 15 amp power points.
- (b) Two Fluorescent light fittings.
- (c) An approved heater.

Each of the laboratory staff and shall be provided with:

- (a) A sturdy spring-type bedstead. The bedsteads shall be provided with a new mattress of acceptable quality and shall have a minimum thickness of 75mm.
- (b) A steel locker which shall not be manufactured from steel mesh, but be completely enclosed, and not less than 0,7m³ in size with hanging and shelf space, and which can be locked.
- (c) A sturdy steel chair.
- (d) A bedside chest with a top surface of at least 0,75m².
- (e) A suitable heater shall be provided.

The allocation of people per subunit shall be as follows:-

- (a) One foreman or artisan or operator or admin clerk or technician.
- (b) Two laboratory staff.
- (c) Women shall be provided with subunits separate from those allocated to men."

Delete the fourth paragraph in the Standard Specifications and replace with the following:

"A cooking unit shall consist of a room of minimum floor area of 24m² and shall be of the same construction as specified for the ablution unit. It shall be provided with gas installations consisting of 4 x 45kg gas bottles and the necessary regulators, tubing and shut-off cocks. The gas bottles shall be enclosed in an expanded metal security cage on the outside of the unit.

The gas installation shall be connected to 10 ring gas burners. The cooking unit shall be provided with two stainless steel kitchen sinks with double basins, at least 6,0m² of concrete working top, a dining room table and 10 dining chairs, four lockable storage cupboards of 0,7m³ volume with shelves and two lockable fridge/freezer of 0,5m³ minimum size. The unit shall have electric lighting and five power plug points. All the necessary taps, drains, sewerage and hot or cold water supply shall be provided. One cooking unit shall be provided for every 10 laboratory staff. A television set shall be provided with each cooking unit."

SECTION 1500: ACCOMMODATION OF TRAFFIC

B1501 SCOPE

Add the following:

Certain parts of the work to be carried out under this section may be reserved for selected sub contractors.

"This section also covers the provision of additional information signs for motorists and releasing any notices to the media and public.

It is a condition of this contract that traffic is accommodated taking into account the provisions of the latest edition of the South African Road Traffic Signs Manual (SARTSM). The latest version for use in the accommodation of traffic is volume 2, chapter 13 of the June 1999 edition.

Copies of this publication are available from Government Printers attention Anna Steyn Tel. (012) 334-4500, e-mail: asteyn@print.pwv.gov.za"

B1502 GENERAL REQUIREMENTS

(a) Safety

Add the following at the end of the second paragraph of this subclause:

"The entire site will be handed over to the Contractor. The Contractor may, however, only occupy such areas on the site in accordance with the approved construction programme or as approved by the Engineer.

The Contractor shall submit a programme for the accommodation of traffic to the Engineer for approval."

Add the following:

"The Contractor shall be responsible for maintaining the existing road surface both within the works area and the advance warning and termination areas in a safe and trafficable condition for the duration of the contract."

(f) Approval of temporary deviations

Add the following:

"If, after any temporary deviation has been constructed, any changes are considered necessary or desirable, the proposal shall be submitted to the Engineer for his approval."

(i) Traffic safety officer

Add the following after the second paragraph:

"The Contractor shall submit a CV of the candidate to the Engineer for approval before the traffic safety officer is appointed. The traffic safety officer shall be made available to discuss road safety and traffic accommodation matters whenever required by the Engineer. This traffic safety officer may not be the same person as the construction health and safety officer contemplated in part C of this specification. If a Traffic Safety Officer is found to be incompetent, the Engineer will instruct the Contractor to remove and replace him with a competent person. The Traffic Safety Officer will report to the Construction Health and Safety Officer."

At the end of the subclause add the following:

"The duties of the responsible persons shall include liaison with the relevant traffic authorities and in the event of an accident on the section of road under construction, the Traffic Safety Officer or his assistants shall be responsible for contacting the traffic authority and South African Police Service."

Replace subsubclauses (ii) and (iii) with the following:

- “(ii) Record on neat and dimensioned sketches and submit to the Engineer the position and sign reference number where applicable of each sign, barricade, delineator, cone, amber flicker light, guardrail and permanent or temporary painted road marking feature. The position of each of the above-mentioned signs and road marking features shall be adequately referenced to identifiable permanent features located along the site of the works.

These records shall also show the date and time at which the recorded traffic accommodation features are certified correct by the traffic safety officer, and shall be signed by the traffic safety officer before being submitted to the Engineer.

The records shall be amended whenever changes are made in the field and the amended detailed sketches shall be submitted to the Engineer. Such amendments shall record the position(s) of flagmen and stop/go control men and their associated traffic accommodation equipment wherever they are used.

- (iii) Personally inspect the position and condition of each traffic accommodation feature on the whole site of works at least twice each day at 9h30 and at 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 the middle of the next working day at the latest. The traffic safety officer shall keep a duplicate book for this specific purpose. The provision of daily photographs is advisable.

The traffic safety officer shall also submit the daily labour returns of flagmen, stop/go and traffic signal control men employed, with this report.”

Add the following subclauses:

- “(i) The traffic safety officer shall be equipped with a cellular telephone and shall have a vehicle and sufficient labourers at his disposal 24 hours a day, including special non-working days and shall not be available for other duties. He shall be directly answerable to the Contractor’s site agent. The traffic safety vehicle shall be a truck with a capacity of 3 tons and shall be equipped with a high visibility rear panel in accordance with the requirements of the South African Road Traffic Signs Manual.

The words “TRAFFIC CONTROL” shall be written on a warning sign in highly legible letters (not less than 150mm in height) and the sign shall be mounted on the vehicle at a height of at least 1,5m above ground level. The proposed sign with size of letters shall be submitted to the Engineer for his approval before the sign is ordered.

The vehicle shall be equipped with an amber-coloured flashing light of the rotating parabolic reflector type, with a minimum intensity of 100 W. The warning light shall be switched on at all times and the aforementioned sign shall be displayed when the vehicle is used on site.

The traffic safety officer shall have a direct line of communication with the police and traffic officers responsible for the area within the limits of the contract at all times. The provision of the road safety vehicle, driver, sufficient labourers and the cost of the cellular telephone shall be deemed to be included in the tendered rates.”

- “(x) Ensure that all obstructions related to the Contractor’s activities be removed before nightfall, where applicable or as instructed by the Engineer and that the roads are safe for night traffic.

- (xi) Be responsible for implementing actions requested in writing by the traffic authorities with regard to the work to be carried out and be responsible for the erection and maintenance of all traffic signs necessary for the accommodation of traffic.
- (xii) In the event of an accident, the traffic safety officer shall record details of the accident in a written report accompanied by photographs and a neat sketch plan which show identifiable permanent features, relevant dimensions and the position of all temporary road signs, barricades, delineators and other devices used for traffic accommodation. "
- (xiii) Also ensure full compliance with all the requirements of the Occupational Health and Safety Act and Construction Regulations (2003) which may pertain to the accommodation of traffic.
- (xiv) Keep the responsible Traffic Police fully informed with regard to any changes in the accommodation of traffic planned by the Contractor due to construction activities."

Add the following subclauses:

“(j) Failure to comply with provisions

Failure or refusal on the part of the Contractor to take the necessary steps to ensure the safety and convenience of the travelling public, accommodation of traffic, and the provision of plant and personnel in accordance with these specifications or as required by statutory authorities or ordered by the Engineer, shall be sufficient cause for the Engineer to apply penalties as follows:

- (i) A fixed penalty of R5 000,00 per occurrence shall be deducted for each and every occurrence of non-compliance with any of the requirements of section 1500 of the standard specifications and section B1500 of the works specifications.
- (i) In addition a time-related penalty of R500,00 per hour over and above the fixed penalty shall be deducted for non-compliance to rectify any defects in the accommodation of traffic within the allowable time after 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.

(k) Site personnel

The Contractor shall ensure that all his personnel, excluding those who are permanently office bound, are equipped with reflective safety jackets and that these are worn at all times when working on or near to the travelled way.

Any person found not wearing a reflective jacket under these circumstances shall be removed from the site until such time as he is in possession of and wearing a reflective jacket. Furthermore the above penalties will also be applied. 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.

CURRICULUM VITAE OF KEY PERSONNEL

CV's and Certified Qualifications of each key personnel member must be submitted.

- Contracts Manager / Site Agent
- Foreman
- Health and Safety Staff

Contractors shall employ in labour-intensive works only those supervisory and management staff that have completed the required Skills Programme in terms of Appendix C of the "Guidelines for the implementation of

labour intensive infrastructure projects under the Expanded Public Works Programme (EPWP) Third Edition 2015”:

- Foremen / Supervisors at NQF level 4 “National Certificate: Supervision of Civil Engineering Construction Processes”;
- Site Agent / Construction Manager at NQF level 5 "Manage Labour-Intensive Construction Processes" or equivalent Quality Council for Trades and Occupations (QCTO) qualifications at NQF level 5 or 7.

CURRICULUM VITAE OF KEY PERSONNEL - MANAGEMENT

Curriculum Vitae of key management personnel to be attached to this page.

and

QUALIFICATIONS OF KEY PERSONNEL – LABOUR INTENSIVE ACTIVITIES

Relevant qualification certificates to be attached to this page for each person possessing the required qualifications in the supervision or management of LIC projects.

(l) Use of the road by the public

The Contractor shall plan and conduct his activities so as to bring about the least possible disruption to the traffic on the roads on which he works. The Contractor shall deal with deliberate courtesy and understanding in any discussions or disputes at all points of contact with the travelling public.

(m) Extension of time for completion

No delays caused by the requirement that public traffic be accommodated during the construction of the works and that traffic flows be maintained as specified will be regarded a reason for an extension of time in terms of the general conditions of contract.

(n) Provision of safety equipment for the Engineer

The Contractor shall provide the Engineer with:

- (1) Amber rotating flashing lights for mobile use which shall be approved by the Engineer.
- (2) Safety jackets (not bibs) for the Engineer and visitors for moving around the site. The jackets shall be of an approved type, orange/yellow in colour and shall be in accordance with the South African Road Signs Manual (Volume 2, Chapter 13) on Figure 13.30 (Detail 13.30.2).

(o) Flagmen

Where required by the Engineer, flagmen shall be provided for the control of traffic at lane closures and road accidents if and when they occur.

Flagmen shall be adequately trained in the standard flagging techniques as described in the South African Road Signs Manual (Volume 2, Chapter 13) on Figure 13.23 (Detail 13.23.1) and be provided with conspicuous clothing such as safety jackets utilising retro-reflective and/or fluorescent panels in red, yellow and / or white.

Flagmen shall have in their possession, at all times, certification that they have attended and passed an accredited course in flagging techniques before being allowed onto the construction site.

Flags shall be made from bright red or red-orange material and shall be square with a minimum side length of 600 mm. The flag shall be attached to a staff at least 1,0 m in length.

Flagmen shall be placed at positions as shown on the drawings or as directed by the Engineer. Such positions shall be a sufficient distance from the work areas to allow vehicles to slow down before entering the work area but not so far away that the drivers tend to increase speed before entering the work areas. The minimum requirement shall be one flagman at the start of each closure.

During the daytime, at least two flagmen shall be provided at each traffic control point in addition to the STOP/GO sign operator, one flagman at the 80 km/h sign and a second roving flagman to indicate to the traffic at the end of the queue to stop.

At night time at least one roving flagman equipped with a Stromberg Lightman xenon strobe, or similar approved, and a torch is required at each traffic control point as well as the traffic light operator. Where the shoulder of the road is closed to traffic, a flagman shall be provided at the leading end of the closure during daytime. This flagman shall be provided at the 80-km/h sign to warn the traffic about the closure. No flagman shall be on duty for a period of more than 10 hours per day. The traffic control site shall be well lighted at night with at least one floodlight positioned so as to illuminate the area and not shine into the oncoming traffic.

In terms of lateral clearance and safety, flagmen shall stand on the shoulder of the lane of traffic that is being controlled and under no circumstances shall flagmen be permitted to stand within the traffic lane. In order to obtain maximum visual impact for the travelling public, flagmen shall stand-alone.

(p) Access to the works

The Contractor's plant and equipment shall not stop on the trafficked carriageway except to unload or load traffic control facilities."

B1506 EARTHWORKS FOR TEMPORARY DEVIATIONS

Add the following to this Clause:

"Wherever possible and as agreed by the Engineer topsoil shall be stripped off the area required for deviations. The topsoil shall be stockpiled in accordance with the specifications for later re-use to re-instate the deviations. Payment for the stockpiling and re use of topsoil will be made under Section 5800."

of Contract.

SERIES 2000: DRAINAGE

SECTION 2100: DRAINS

B2101 SCOPE

Amend the first paragraph to read:

"This section covers all work both rehabilitative and new work in connection with the excavation and construction of open drains, subsoil drainage and banks and dykes at the locations and to the sizes, shapes, grades and dimensions as shown on the drawings or as directed by the Engineer, and the test flushing of subsoil drains."

Add the following paragraph

Geocomposite sub soil drains shall consist of a drainage core connected to a drainage pipe, all of which shall be enclosed in a geotextile. This specification covers:

- The synthetic fibre filter fabric material (geotextiles) generally specified for use in subsoil drainage works, to perform hydraulic and mechanical roles as filter, separator and drainage material.
- The drainage core spacer and
- The perforated drainage pipe conduit.

B21.01 Excavation for open drains

Add the following to the penultimate paragraph of this item:

"The tendered rate shall also include full compensation for trimming the open drains."

Amend subitem 21.01(b) as follows:

"(b) Earth drains in accordance to drawing no ECS21/2/C2."

Add the following new subsubitems to this subitem:

- "(i) Cut off drains at top of embankmentmetre (m)
(ii) Interceptor drains at bottom of embankmentsmetre (m)"

Add the following new subitems to this item:

- "(c) Extra over subitems B21.01(a) and (b) for excavation in hard material,
Irrespective of depth cubic metre (m³)"

Item	Unit
------	------

B21.03 Excavation for subsoil drainage systems

(a) *Add the following new subitems to this item:*

- "(c) Extra-over subitem 21.03(a) for excavating through stabilised
layers of existing pavementcubic metre (m³)
(d) Extra-over subitem 21.03(a) for excavation through
selected layers and top of fill cubic metre (m³)"

Item	Unit
B21.04 Impermeable backfilling to subsoil drainage systems	
<i>Add the following new subitems to this item:</i>	
“(a) Unstabilised natural gravel	cubic metre (m ³)
(b) G5 material stabilised with 4% cement as stabilising agent	cubic metre (m ³)”.
Item	Unit
B21.06 Natural Permeable material in subsoil drainage system (crushed-stone):	
(b) Crushed stone obtained from approved commercial sources	
<i>Add the following subsubitems to this subitem:</i>	
“(i) 13,2 mm single size aggregate.....	cubic metre (m ³)
(ii) Crushed stone –19 mm to +6,7 mm aggregate(surfacing stone by-product)	cubic metre (m ³)”
Item	Unit
B21.12 Concrete outlet structures, manhole boxes, junction boxes, and cleaning eyes for subsoil drainage systems	
<i>Amend subitem (a) as follows:</i>	
“(a) Outlet structure as per drawing ECS/21/3/C4.....	number (No.)”
Item	Unit
B21.19 Selected backfill material under concrete-lined side drains compacted to 93% of modified AASHTO density	
<i>Add the following new subitems to this item:</i>	
“(a) Using the excavated material	cubic metre (m ³)
(b) Using imported selected material.....	cubic metre (m ³)
(c) Extra over subitems B21.19(a) and (b) for soil cement (3%).....	cubic metre (m ³)”
<i>Add the following at the end of the payment clause of this item:</i>	
“In addition to the above, the tendered rate for (c) shall include for the supply and mixing in of the specified quantity of cement.”	

SECTION 2200 : PREFABRICATED CULVERTS

B2201 SCOPE

Add the following to this Clause:

"Certain parts of the work to be carried out under this section is reserved for selected subcontractors.

The basic method of construction of culverts shall be cast-insitu concrete.

The information given on the drawings, long sections and drainage schedules may be altered to suit actual site conditions. Culverts shall only be constructed once the information on the drawings has been confirmed by the Engineer. Prefabricated units shall only be ordered once actual measurements of length have been confirmed on site."

B2203 MATERIALS

(d) Fine Granular Material

Add the following:

"Selected material, approved by the Engineer, may be used for the bedding."

(f) Skewed ends

Replace the first and second paragraphs of this Subclause with the following:

"No units shall be supplied with skew ends and no cutting of skew ends on site will be allowed."

Add the following Subclause to this Clause:

"(j) Steel reinforcement

All steel reinforcement work shall be carried out in accordance with the requirements of Section 6300."

B2204 CONSTRUCTION METHODS

Add the following:

"All culverts shall be installed / constructed Labour Intensively by the "trench method" as described under subclause (a) except where otherwise instructed by the Engineer. All these culverts shall be constructed and backfilled before the subbase is constructed."

Add the following to Subclause (b):

"All material in the embankment fill which is within the zone shown on the drawings and within 200 mm over the top of the culvert, shall be classified as fill within a restricted area as defined in Clause 6108(d) and paid for under extra-over item 61.05."

B2205 EXCAVATION FOR CONSTRUCTION BY TRENCH METHOD

(a) Depth of excavation

(i) Concrete pipe culverts

(b) Width of excavation

Add the following paragraph after the first paragraph:

"The width of excavation shall be as indicated on the drawings. The specifications given elsewhere in this section for backfilling the culverts shall apply *mutatis mutandis* to pipe culverts, inlet and outlet structures, catchpits and manholes."

B2207 UNSUITABLE FOUNDING CONDITIONS

Add the following to the first paragraph of this Clause:

"Such material shall be classed as backfill for purposes of payment."

Amend the last three lines of the second sentence of the first paragraph of this Clause to read as follows:

"... or other approved material, such as rockfill, compacted in accordance with Clause 3307."

Add the following to this Clause:

"Unsuitable material excavated by the Contractor on the Engineer's instructions shall be measured under item 22.01. The backfilling of the excavated material below the bottom of the culvert shall be termed "foundation fill" as specified in Clause 6109 and shall be measured under item 61.08."

B2210 LAYING AND BEDDING OF PREFABRICATED CULVERTS

(a) Concrete pipe culverts (Not Pipes, Block and cover slabs)

In the first line of the first paragraph amend "Class A, B, C or D" to read "Class A or C".

(iii) Class C Bedding

Replace the contents of this subsubclause with the following:

"The pipes shall be laid on a bedding cushion of lightly compacted selected material in accordance with the details as shown on the drawings or as prescribed by the Engineer."

(b) Portal and rectangular culverts

(i) Cast in situ floor slabs

Add the following to this subsubclause:

"Joints of the types detailed on the drawings shall be formed in the floor slabs, and between the floor slabs and the inlet and outlet structures."

B2211 BACKFILLING OF CULVERTS

Amend the first line of the second paragraph of this Clause to read as follows:

"The material used for the backfilling alongside the culvert shall be selected material of at least G7 quality."

B2218 MEASUREMENT AND PAYMENT

B22.01 Excavation

Item	Unit
-------------	-------------

Add to following subitems to this item

- | | |
|---|-------------------------------|
| “(c) Extra over subitem B22.01(a) for excavation in intermediate material, irrespective of depth | cubic metre (m ³) |
| (d) Extra over subitem B22.01(a) for additional excavation required by the Engineer after the excavation has been completed | cubic metre (m ³) |

If, after a trench excavation has been completed, cleaned and trimmed ready for culvert laying to commence, the Engineer orders further excavations to be made on account of changed dimensions and/or unsuitable founding conditions, an extra over payment (subitem B22.01(d)) on the additional excavation measured for payment shall be payable in full compensation for any incidentals to the Contractor over and above the normal excavation costs."

B22.03 Concrete pipe culverts

Add the following to the third paragraph to this item:

"Should a pipe unit be specified as half of the standard length, the actual length of the unit will be measured for payment as it is accepted that only certain lengths are available from the manufacturers. The tendered rate for concrete pipe culverts shall also include any additional cost with respect to units which are half the standard length. The standard length of a concrete pipe is 2,44 m."

B22.12 Removing existing concrete

Add the following to the payment paragraph of this item:

"The tendered rates shall also include full compensation for cutting 75 mm deep straight grooves at joint positions where shown on the drawings."

Item	Unit
-------------	-------------

B22.23 Service ducts:

Add the following subitem to this item

- | | |
|-----------------------------|------------|
| “(c) Telkom pipes | metre (m)” |
|-----------------------------|------------|

Add the following items to this Clause:

Item	Unit
-------------	-------------

B22.29 Bedding from sources on site (including freehaul of 1,0 km)

- | | |
|----------------------------|-------------------------------|
| (a) For culverts | cubic metre (m ³) |
| (b) For ducts | cubic metre (m ³) |

The unit of measurement shall be the cubic metre of bedding material measured in place after compaction. The quantity shall be calculated from the dimensions shown on the typical detail drawings.

The tendered rate shall include full compensation for procuring, furnishing and placing the bedding material and for transporting the material for a free haul distance of 1,0 km where the material is obtained on site."

Item	Unit
-------------	-------------

B22.30/66.19 Drainage pipes and weepholes

- | | |
|-------------------------------|---------------|
| (b) Weepholes | |
| (i) 40 mm diameter uPVC | number (No.)" |

Add the following Clause to this Section:

"B2219 CONSTRUCTION TOLERANCES

The installation of prefabricated pipes, portal and rectangular culverts and ducts shall comply with the requirements stated below:

(a) Level

The permissible deviation from the specified level shall be + 25 mm.

(b) Alignment and grade

The permissible deviation of the alignment and grade of each culvert and pipeline shall be + 20 mm from the specified line and level, or from the line between culvert or pipe inverts at successive headwalls, manholes or catchpits, as applicable, when measured over any 6 m length, and all such deviations shall be gradual. Reverse falls are unacceptable."

**SERIES 3000 : EARTHWORKS AND PAVEMENT LAYERS OF GRAVEL OR CRUSHED STONE
SECTION B3100 : BORROW MATERIALS**

B3103 : OBTAINING BORROW MATERIALS

Add new paragraph:

"The Contractor shall adhere to the requirements within the environmental management plan for the preparation of the area to be utilised as a borrow pit. This shall include the removal and storage of the topsoil within the affected area, maintenance of the area during use and the rehabilitation of the area to its natural state on completion. A photographic record shall be kept of all borrow pit areas. Any construction materials spoiled within these sites shall be buried to a depth of no less than 300 mm below the surface soil. No construction material of any nature shall be left visible after topsoiling. The Engineer shall confirm this before grassing commences. The area shall be kept free of all desirable plant material (5807(e))."

B3104 OPENING AND WORKING BORROW PITS AND HAUL ROADS

Add the following Subclauses to this Clause:

"(h) Construction of haul roads

Access or haul roads to/from borrow pits shall be adequately constructed of suitable gravel thickness such that it can carry traffic without undue wear and tear. Only one access/haul road from any borrow-pit shall be constructed and/or used."

B3105 FINISHING OFF BORROW AREAS AND HAUL ROADS

(a) Borrow areas

Add the following in this Clause:

"The Contractor shall be responsible for complying with the requirements of the Environmental Management Programme Report (EMPR) provided in Volume 5 and as indicated on the drawings. The Contractor shall be responsible for complying with the EMPR requirements irrespective of whether the rehabilitation required is as a result of his own activities or of the activities carried out in the designated quarry and stockpile areas prior to the hand-over of such areas for use during this Contract. The rehabilitation of any new areas disturbed by the Contractor, or areas previously rehabilitated and again utilized, shall also be the responsibility of the Contractor.

Work required by the Contractor at the quarry shall include, but not be limited to:

- The return of all oversize material, overburden and other residual or reject material to the quarry pit whether generated by the Contractor.
- Covering all the slopes with overburden and topsoil and the establishment of vegetation.

(b) Haul roads".

In the second paragraph delete the comma after the words "private access roads" and insert "and public village access roads".

B3108 MEASUREMENT AND PAYMENT

Item

Unit

B31.03 Finishing-off borrow areas in:

Add the following sub item to this item:

"(d) In all materials as ordered by the Engineerprovisional sum

Expenditure under this item will be made for additional rehabilitation requirements as ordered by the Engineer, which are additional to the requirements as paid for under subitems B31.03(a) to (c).

The expenditure to be determined using tendered rates and daywork items as applicable."

Add the following to the measurement Clause:

"The tendered rates shall include full compensation for complying with the rehabilitation requirements as reflected in the approved Environmental Management Programme Report."

SERIES 5000 : ANCILLARY ROADWORKS
SECTION 5200 : GABIONS

B5202 MATERIALS

(f) Filter fabric below the gabions

Replace "subsubclause 2104(a)(iii) for grade 3 filter fabric" in the first sentence with "geotextile fabric grade 1 as specified below."

Add the following:

"(i) Composition and manufacturing

The synthetic-fibre filter fabric, or geotextile, shall be manufactured from a synthetic polymer processed into a permeable, homogenous sheet. Geotextile of non-woven construction is preferred, and woven geotextiles will be considered only if published data can be provided which show the satisfactory long-term performance of these geotextiles in an environment similar to that in which they are to be used.

On account of the temperature and moisture susceptibility of polyamide, this synthetic product is not considered acceptable.

(ii) Classification

The geotextile is classified according to the mechanical properties thereof, viz. its penetration load, puncture resistance and the minimum water-percolation rate as measured in the permeability test. The table below gives values for the properties.

Table B5202/2 Grade 1 Geotextile Properties

PROPERTY	GRADE 1	TEST METHOD
Penetration Load (minimum), N	3800	3,5 of SABS 0221-1988
Puncture Resistance (maximum), mm	14	Clause 8114
Water percolation (minimum) ater	20	3,7 of SABS 0221-1988
Mass per unit area (minimum), g/m ²	320	3,4 of SABS 0221-1988

Notes:

- The standard atmosphere for testing and the preconditioning atmosphere for all geotextile tests (SABS tests and others) shall have a relative humidity falling within the rate of 0 to 80% and a temperature within the range of 15°C to 35°C.
- The resistance of a geotextile to puncture is the average diameter of the hole formed when a 45° cone with a mass of 1 kg is dropped through 500 mm onto the geotextile fixed in the holding device.

(iii) Durability

A geotextile is required to comply with the following specification:

- Resistance to chemical attack."

B5204 CONSTRUCTING GABIONS

(a) Assembly

i) Add to Subclause 5204(c) the following:

"Gabion mattresses may be cut and rejoined to form a appropriate curved shape. An extra over rate shall apply when mattresses have to be cut and joined on instruction from the engineer."

B5205 MEASUREMENT AND PAYMENT

Item **Unit**
 Add the following subsubitem and subsubsubitems to subitem (a):

“B52.03 Gabions

- (a) Galvanised gabion boxes (1,0m wide, 2,7mm diameter of mesh wire and 80mm x 100mm mesh size):
- (i) 1,0m diaphragm spacing x 1,0m depth:
- “(1) 0 – 3 m high cubic metre (m³)
 (2) 3 – 4 m high cubic metre (m³)
 (3) 4 – 5 m high cubic metre (m³)
 (4) 5 – 6 m high cubic metre (m³)

Subsubsubitems B52.03(a)(i)(1) to (6) refers to the different height categories for payment of gabion box structures.”

Add the following items to this clause:

“Item **Unit**

B52.05 Concrete Class 15/19 in Blinding Layer and Cavities..... cubic metre (m³)

The unit of measurement shall be the cubic metre of concrete in the blinding layer or backfilling cavities, constructed to the line and level indicated on the drawing or as instructed by the Engineer.

The tendered rate shall include full compensation for furnishing all material and labour, including formwork as necessary, mixing, placing and compacting the concrete, and screeding to a Class U1 surface finish.

Item **Unit**

B52.06 Extra over item 52.03(c) for cutting mattresses to suit.....cubic metre (m³)

The tendered rate shall include full compensation for all costs associated with cutting gabion mattresses to the required shape and the rejoined pieces to form sound cages.

Item **Unit**

B52.07 Backfilling behind gabion retaining wall (G6)cubic metre (m³)

The unit of measurement shall be computed as the product of the height of the wall and the area between the back face of the wall and a vertical line one and one half metres (1,5 m) behind the heel of the wall as shown on the drawings.

The tendered rate shall be extra-over that for item B33.01 and shall include full compensation for all additional costs involved in protecting the walls, use of light compaction equipment and any other precautions necessary for the completion of the work.

Item **Unit**

52.08 Polyethylene sheeting 0,75 mm thick..... square metre (m²)

The provisions of clause 2107, item 21.09 shall apply *mutatis mutandis*.”

SECTION 5600 : ROAD SIGNS

B5601 SCOPE

Replace "South African Road Traffic Signs Manual" in the second paragraph with:

"SADC Road Traffic Signs Manual".

B5602 MATERIALS

(a) Structural steel

Substitute "Where specified, all structural steel" in the second paragraph with "All structural steel".

(c) Steel plate and steel profiles

i) Steel plate

Substitute "1,40 mm" in the first paragraph with "1,20 mm".

(g) Retro-reflective material

Add the following to this Subclause:

"The retro-reflective material shall conform to a Class III material with a 7 year warranty grade".

(e) Aluminium

Substitute "2,0 mm" in the last paragraph with "1,6 mm".

SERIES 8000 : SUNDRIES

SECTION 8100 : TESTING MATERIALS AND WORKMANSHIP

B8103 THE COST OF TESTING

(a) Process control

To the end of the first paragraph add:

"and he shall, at his own cost, remove material from the Works which have been found unsuitable.

The Contractor shall supply the Engineer with copies of all his process control test results as soon as they become available."

B8105 TESTING THE AGGREGATES

Add the following Subclause to this Clause:

"(g) Determination of Ethylene Glycol Durability Index

The Ethylene Glycol Durability Index shall be determined as follows:

1) Apparatus

Suitable pans or basins
Ethylene Glycol solution
Stirring rod

2) Method

Obtain three or more representative samples from the source to be evaluated.

If not already crushed, crush the material in order to obtain sufficient minus 19mm plus 13mm sized aggregate in order to totally cover the bottom of the basin or pan with a single layer of stone. Add sufficient ethylene glycol to each basin ensuring that every aggregate particle is completely submerged.

After soaking for 24 hours, gently stir the aggregate, allow to settle and observe and record the response of the aggregate to the ethylene glycol according to the criteria listed in (iii) below. Continue the above cycle at intervals of 24 hours for a further 4 days, in each case recording the observed response. After 5 days allow the samples to remain submerged in the solution and observe and record the disintegration response after a total period of 15, 30 and 60 days has elapsed.

3) Classification of response

After each cycle, classify and record the response of the aggregate as follows:

DISINTEGRATION CLASS

Class 1	:	No obvious effects, or only very minor spalling of sand particles or very small flakes.
Class 2	:	Splitting of rock, accompanied by any other disintegrative effects.
Class 3	:	Fracturing (spheroidal and / or internal) without extensive spalling or distortion.
Class 4	:	Fracturing (spheroidal and / or internal) with extensive spalling or distortion.
Class 5	:	Complete disintegration.

The time factor in the above disintegrative process is classified according to the time taken for the most serious effect of the expansive stresses to occur i.e.

TIME CLASS

Class 4	:	0 - 5 days
Class 3	:	6 - 15 days
Class 2	:	16 - 30 days
Class 1	:	31 - 60 days
Class 0	:	Over 60 days

4) Determination of Glycol Durability Index

The Ethylene Durability Index is determined by adding the class number as assigned for the specific disintegrative response observed to the class number as assigned for the period for this response to occur. A durability index ranging from 1 (no response) to 9 (rapid and complete disintegration) is thus determined."

SECTION 8200 : QUALITY CONTROL (SCHEME 1)

B8201 SCOPE

Add the following paragraph to this Clause:

"Quality Control Scheme 1 as specified in section 8200 shall apply to this Contract."

B8201 SCOPE

Add the following paragraph:

“Quality Control Scheme 1 as specified in Section 8200 shall apply to this Contract.”

B8204 GENERAL REQUIREMENTS

(d) Outliers

- (ii) Method 2, shall apply to this Contract using the critical values for the different value of n from the following added tables for the different product properties.

Table B8204 (d) 3

Critical C-values for the outlier test for granular material ($C_{0.99}(N)$ – sigma values)									
N	Compaction %	Sieve Size (only for G1 & G2 base), mm							PI
		26.5	19.0	13.2	4.75	2.00	0.425	0.075	
4	4.1	6.1	8.5	8.5	7.3	5.6	3.6	3.2	2.4
5	4.4	6.4	9.0	9.0	7.7	5.9	3.9	3.3	2.5
6	4.6	6.7	9.4	9.4	8.0	6.2	4.0	3.5	2.7
7	4.7	6.9	9.7	9.7	8.3	6.3	4.1	3.6	2.8
8	4.8	7.1	9.9	9.9	8.5	6.5	4.2	3.7	2.8
9	4.9	7.2	10.1	10.1	8.6	6.6	4.3	3.7	2.9
≥10	4.9	7.3	10.2	10.2	8.7	6.7	4.4	3.8	2.9

Table B8204 (d) 4

Critical C-values for the outlier test for asphalt layers ($C_{0.99}(N)$ – sigma values)										
N	Density	Sieve Size, mm							Bitumen Content	VIMS
		26.5	19.0	13.2	4.75	2.36	0.300	0.075		
3	2.9	5.6	6.7	7.6	7.8	7.2	6.2	2.3	0.4	2.1
4	3.2	6.1	7.3	8.6	8.5	7.9	6.8	2.5	0.4	2.3
5	3.3	6.4	7.7	9.0	9.0	8.4	7.2	2.6	0.5	2.4
6	3.5	6.7	8.0	9.4	9.4	8.7	7.5	2.7	0.5	2.5
7	3.6	6.9	8.3	9.7	9.7	9.0	7.7	2.8	0.5	2.6
8	3.7	7.1	8.5	9.9	9.9	9.2	7.9	2.9	0.5	2.7
9	3.7	7.2	8.8	10.1	10.1	9.4	8.1	3.0	0.5	2.7
≥10	3.8	7.3	8.7	10.2	10.2	9.4	8.1	3.0	0.5	2.8

Table B8204 (d) 4

Critical C-values for the outlier test for surfacing aggregate ($C_{0,99}(N)$ – sigma values)									
N	Sieve Size, mm								
	26.5	19.0	13.2	9.5	6.7	4.75	2.36	0.425	0.075
3	2.1	2.0	2.0	1.8	2.4	1.8	2.3	1.8	0.9
4	2.3	2.2	2.2	2.0	3.2	2.0	2.5	2.0	1.0
5	2.4	2.3	2.3	2.1	4.0	2.1	2.6	2.1	1.1
6	2.5	2.4	2.4	2.2	4.6	2.2	2.7	2.2	1.1
7	2.6	2.5	2.5	2.2	5.6	2.2	2.8	2.2	1.2
8	2.7	2.6	2.5	2.3	6.4	2.3	2.9	2.3	1.2
9	2.7	2.6	2.5	2.3	7.2	2.3	2.9	2.3	1.2
≥10	2.7	2.6	2.5	2.3	8.0	2.3	3.0	2.3	1.2

Table B8204 (d) 5

Critical C-values for the outlier test for cemented layers ($C_{0,99}(N)$ – sigma values)					
N	Compaction %	UCS		PI	CBR
		Lime	Cement		
3	4,4	1,1	1,6	3,3	22
4	4,9	1,2	1,7	3,6	24
5	5,1	1,3	1,8	3,9	26
6	5,4	1,3	1,9	4,0	27
7	5,5	1,4	1,9	4,1	28
8	5,7	1,4	2,0	4,2	28
9	5,8	1,4	2,0	4,3	29
≥10	5,8	1,5	2,0	4,4	29

B8206 JUDGEMENT PLAN B

Replace Table 8206/1 with the following table in controlling the characteristic properties in accordance with this judgement scheme.

Structure	Characteristics, Properties
Gravel pavement layers	Relative compaction
Crushed stone base or subbase	Relative compaction
Asphalt base and surfacing	Relative compaction Binder content of mix Voids in mix (VIM) Grading
Chemically stabilised layers	Relative compaction Stabiliser agent content by UCS determinations Unconfined Compressive Strength
Concrete	Compressive Strength

(a) Taking samples and testing the properties.

Add the following to the first paragraph of this clause:

“A valid concrete compressive strength test result, the sample size (n), is the average of 3 test specimens (concrete cubes) from a single batch of concrete tested at the same age.”

(d) Determining the judgement limits

Values of constants

Replace Table 8206/3 with the following table (table B8206/3):

Table B8206/3

VALUES OF CONSTANTS n, L_s, L_s AND Ø

Material	Properties	Minimum Sample Size n	L _s (Lower Specification limit)	L _s (Upper Specification limit)	Ø
Selected Subgrade	Relative compaction	6	Top 95% Bottom 93% Sand 100%	-	15
Subbase	Relative compaction	6	97%	-	15
Gravel base	Relative compaction	6	100% and if stabilised 98%	-	15
Crushed Stone Subbase or base	Relative compaction	6	See subclause 3602 (a)		15
	Grading		See table 3602/4		20 sieves 26,5-4,75 10 sieves 4,75-0,075
Asphalt base or surfacing	Relative compaction Binder content Voids in mix (VIM)	6	See note 1		15
	Gradings		See table 4213/1		20 sieves 26,5-13,2 10 sieves 13,2-0,075
Chemically stabilised layers	Relative compaction	6	Upper/Single layer 96% Lower Layer 95%		15
	Cementitious binder content by UCS determinations		See subclause 3506 (b)(ii)		-
	Unconfined Compressive Strength		See table 3402/5*		
Strength concrete (structural)	Compressive strength (28 days)	See tale 8206/2	See note 3		5
Pavement concrete	Compressive strength (28 days)	6	See subclause 7103(d)		5

*In table 3402/5 change the material before treatment to read at least G5 qualify for C3 and C4 criteria.

B8208 CONDITIONAL ACCEPTANCE

Amend the first paragraph to read:

"Any lot which does not comply with the requirements for acceptance plan B may be conditionally accepted should the value of the sample mean lie within the rejection limits given in Clause 8211."

Add the following to the first paragraph:

"The rejection limits for this contract shall be determined in accordance with the requirements of Clause 8211 : Determination of Rejection Limits in accordance with statistical criteria."

B8209 PROCESS CONTROL BY THE CONTRACTOR

Add the following to the first paragraph:

"As part of his quality control system, the Contractor shall carry out the minimum number of testing as stated in Table 8209/1 and submit the results to the Engineer when completing the Engineer's form: Request for approval of Work. The stated requirements may be replaced by alternative proven and approved requirements in the event of a manufacturing plant being accredited in terms of SABS 0157."

B8210 ROUTINE TESTS AND INSPECTION BY THE ENGINEER

Amend the last sentence of the first paragraph to read: "The testing frequencies and sample and lot sizes for quality control testing shall be in accordance with Table: 8210/1".

Table 8210/1

Pavement Layer	Properties to be tested	Sample per Lot size
Roadbed and Fill (upper 150mm)	Relative compaction Grading Atterberg Limits MDD/OMC CBR	} >6 depending on lot size see form S-LAY-TPG2-E 4 or 6 first lot (trial section) and thereafter 1 per lot for sequential testing 1
Upper and Lower Selected Layers	Relative Compaction Grading Atterberg Limits MDD/OMC CBR	} >6 depending on lot size see form S-LAY-TPG2-E 4 or 6 first lot (trial section) and thereafter 1 per lot for sequential testing 1
Granular Subbase	Relative Compaction Grading Atterberg Limits MDD/OMC CBR	} >6 depending on lot size see form S-LAY-TPG2-E 4 or 6 first lot (trial section) and thereafter 1 per lot for sequential testing 1

Table 8210/1 (cont)

Pavement Layer	Properties to be tested	Sample per Lot size
Cemented Subbase Before Treatment	Grading Atterberg Limits	>6 depending on lot size see form S-LAY-TPG2-E
After treatment	MDD/OMC CBR Relative Compaction UCS	4 or 6 first lot (trial section) and thereafter 1 per lot for sequential testing 1 >6 depending on lot size see form S-LAY-TPG2-E
Granular Base	Relative Compaction Grading Atterberg Limits BRD/OMC Flakiness Fractured Faces or Elongation	>6 depending on lot size see form S-LAY-TPG2-E 4 or 6 first lot (trial section) and thereafter 1 per lot for sequential testing 1 1 (If alluvial ie round pebbles)
Asphalt Base and Surfacing	Relative Compaction Binder Content Grading VIM MTRD (Rice density) BRD Stability and Flow	>6 depending on the lot size
Surfacing Seals	Grading Dust and Fines Content Flakiness ALD Durability Tests (i) ACV and/or (ii) 10% Fact Wet & Dry	>5 per delivery per stockpile and thereafter random during construction of the seal. 1

Note:

- (1) A minimum of 4 tests per lot can be allowed for unforeseen circumstances but shall be at the Engineers discretion.
- (2) Confined areas (lots) due to their size and nature are normally subjected to lesser testing than that which is prescribed, which can be allowed for as long as the quality of the material tested can be established for acceptance control purposes.

Delete the existing 2 paragraphs and replace with:

"The Contractor shall be responsible for acceptance control testing of the work carried out under the Contract as specified which is the normal client required acceptance control testing which will be carried out by a previously defined joint laboratory between Contractor and professional Engineering design and supervision team. For sections of the works where hand compaction methods are used (as opposed to machine compaction) then additional control and acceptance testing will be required. On-site determination of variability using a field pilot study will be required. This additional testing would be for the Contractor's account.

The Engineer's Representative shall have access to all process and acceptance control test results. He may order additional acceptance control testing through the Contractor's site laboratory or an accredited approval external testing laboratory to satisfy himself that the required quality standards are being met.

C3.5: MANAGEMENT

C3.5.1 MANAGEMENT OF THE WORKS

C3.5.1.1 Applicable SANS standards

As specified under Clause C3.4

C3.5.1.2 Particular / generic specifications

As specified under Clause C3.4

C3.5.1.3 Planning and Programming

If, during the progress of the Works, the quantities of work performed per week fall below those shown on the approved Contractor's programme, or if the sequence of operations is altered, or if the programme is deviated from in any other way, the Contractor shall, within one week after being notified by the Engineer, submit a revised programme clearly indicating how he intends to regain lost time to ensure completion of the Works within the period defined in term of Clause 5.12 of the Conditions of Contract or any extended time granted.

Proposal to increase the tempo of work must incorporate positive steps to increase production either by more labour and plant on the Site, or by using the available labour and plant in a more efficient manner.

Failure on the part of the Contractor to submit or to work according to the programme or revised programmes shall be sufficient reason for the Engineer to take steps as set out in Clause 9.2 of the Conditions of Contract.

The approval of a programme by the Engineer shall have no contractual significance other than that the Engineer will be satisfied if the work is carried out according to the programme. The said approval shall not limit the right of the Engineer to instruct the Contractor to vary the programme if necessary. The Contractor's attention is also drawn to C3.4.10.

C3.5.1.4 Sequence of the works

It is a requirement that the appointed contractor programs the Works such that work is carried out simultaneously in each of the wards in which roads are to be constructed within the Cluster. This requirement must be taken into account when programming the sequence of works and the allocation of resources. No additional payment will be made for complying with this requirement. The programming of the works must be carried out in consultation with the various Ward Councillors and must be adjusted on a regular basis in consultation with the Engineer. (Refer also C3.5.1.3 and the Contract Data)

C3.5.1.5 Software application for programming

Not applicable.

C3.5.1.6 Methods and Procedures

The Works shall be executed in terms of the various and applicable SANS/SABS specifications, the EMP, the general health and safety specifications and subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

C3.5.1.7 Quality plans and control

Refer the various and applicable SANS/SABS specifications, the EMP, the general health and safety specifications and subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

C3.5.1.8 Environment

The Contractor shall, for the duration of the contract, take appropriate measures to control the dust and soil movement which may arise due to his operations.

C3.5.1.9 Accommodation of traffic on public roads occupied by the Contractor

Refer the various and applicable SANS/SABS specifications, the EMP, the general health and safety specifications and subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

C3.5.1.10 Other contractors on Site

Refer PSC 3.1, the various and applicable SANS/SABS specifications, the EMP, the general health and safety specifications and subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

C3.5.1.11 Testing, completion, commissioning, and correction of defects

Refer the various and applicable SANS/SABS specifications, the general health and safety specifications and subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

C3.5.1.12 Recording of weather

Refer C3.4.2.6.

C3.5.1.13 Format of communications

All contractual communication shall be in writing.

The Contractor shall, for the full duration of the Contract Period, supply and maintain the following documentation:

- (a) Site Communication and Request Book.
- (b) Safety File containing all relevant safety data.
- (c) Daily register of all labour, plant and equipment.
- (d) Quality Control file containing all quality control/assurance forms and records.
- (e) One full set of Contract Drawings and documents.
- (f) Latest revision of the Construction Programme.

The above-mentioned shall be kept on Site and shall be accessible to the Engineer at all times.

C3.5.1.14 Key personnel

Key personnel shall be on site at all times to control and supervise construction activities.

C3.5.1.15 Management meetings

The Contractor shall have regular site management meeting to coordinate and manage the Works.

Monthly Contract Meeting shall be held on site. This meeting shall be chaired by the Engineer.

C3.5.1.16 Forms for contract administration

The Employer, the Contractor and the Engineer shall operate and maintain their own individual contract administration systems.

C3.5.1.17 Electronic payments

Not applicable.

C3.5.1.18 Daily records

Refer the various and applicable SANS/SABS specifications, the EMP, the general health and safety specifications and subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

C3.5.1.19 Bonds and guarantees

Refer the various and applicable SANS/SABS specifications, the EMP, the general health and safety specifications and subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

C3.5.1.20 Payment certificates

Refer the various and applicable SANS/SABS specifications, the EMP, the general health and safety specifications and subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

C3.5.1.21 Permits

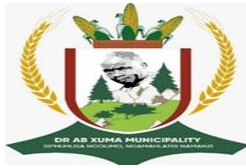
Not applicable.

C3.5.1.22 Proof of compliance with the law

Refer the various and applicable SANS/SABS specifications, the EMP, the general health and safety specifications and subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

C3.5.1.23 Insurance provided by the employer

Refer the various and applicable SANS/SABS specifications, the EMP, the general health and safety specifications and subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.



**OCCUPATIONAL HEALTH AND SAFETY AGREEMENT
FOR CONTRACT WORK IN THE PORT ST JOHNS MUNICIPALITY**

2. UNDERTAKING BY CONTRACTOR

I / We, (The Contractor) _____ have been engaged by the Port St Johns Municipality to perform work under contract. I / We acknowledge that I / we have read and understand the agreement, instructions and regulations governing work at the PSJLM and agree to abide by them while on the premises or sites for the duration of the aforesaid contract. I / we undertake to ensure that the provisions of the OCCUPATIONAL HEALTH AND SAFETY Act No. 85 of 1993 are fully complied with.

I / We undertake to explain to all members of our staff, the various rules and regulations, as noted in the "Instructions to Contractors" of the Contractors Safety Obligations Document. I / We have appointed _____ as the RESPONSIBLE PERSON for our site and have vested him with the necessary authority to rectify any irregularities which may be drawn to his attention.

I / We undertake to rectify all sub-standard conditions for which we are responsible. I / We accept that should we not rectify these timeously, they may be corrected by the PSJLM and the cost debited to the contract price.

I / We also confirm that I / we are registered and in good standing with the Compensation Commissioner and undertake that the cover will not lapse during the period of the contract.

Compensation Registration No. _____

Port St Johns Municipality Contract No. / Job Order No. _____

Description of Work _____

Contractor _____

Signature _____

Client _____

Signature _____

C3.5.1.1 Health and Safety Requirements and Procedures

(a) Construction Regulations, 2014

The Contractor shall be required to comply with the Occupational Health and Safety Act, 1993: Construction Regulations, 2014 (the regulations) as promulgated in Government Gazette No 37305 of 7 February 2014. Non-compliance with these regulations, in any way whatsoever, will be adequate reason for suspending the Works.

The proposed type of work, materials to be used and potential hazards likely to be encountered on this Contract are detailed in the Project Specifications, Schedule of Quantity and Drawings, as well as in the Employers' health and safety specifications (regulation 4(1)) of the Construction Regulations 2014, which are bound in the Contract document.

The Contractor shall in terms of regulation 5(1) provide a comprehensive health and safety plan detailing his proposed compliance with the regulations, for approval by the Employer.

The Contractor shall at all times be responsible for full compliance with the approved plan as well as the Construction Regulations and no extension of time will be considered for delays due to non-compliance with the abovementioned plan or regulations.

Payment items are included in the Schedule of Quantities to cover the Contractor's cost for compliance with the OHS Act and the abovementioned regulations.

C3.5.1.2 Protection of the Public

The contractors shall at all times ensure that his operations do not endanger any member of the public. The area is within and adjacent to a residential area the Contractor shall take special precautions to prevent public access to any danger areas on the Works, e.g. by temporary barricades and/or fencing.

C3.5.1.3 Barricades and Lighting

The Contractor shall comply with the Occupational Health and Safety Act (1993), the Construction Regulations (2014) and the Employers Health and Safety specification provided in the Appendix A.

C3.5.1.4 Traffic Control on Roads

Refer to Scope of Works.

C3.5.1.5 Measures Against Disease and Epidemics

Refer to C3.4 and the Construction Regulations for sanitary requirements.

C3.5.1.6 Aids Awareness

As per the Contractor's Health and Safety Plan

PART C4

SITE INFORMATION

SITE INFORMATION

1 NATURE OF GROUND AND SUBSOIL CONDITIONS

(a) Locality plan is attached.

(b) Standard details to be provided.

For the purposes of the Contract it will be deemed that, prior to submitting this Tender, the Contractor acquainted himself fully with the information and data provided within the data made available and, subject to the provisions of the Conditions of Contract, the Contractor shall have no claim against the Employer in respect of geotechnical or subsurface conditions encountered during the course of the Contract.

