



PHOKWANE LOCAL MUNICIPALITY

BID No: RRP/02

RESEAL OF ROADS IN VALSPAN, PAMPIERSTAD & HARTSWATER

TENDER DOCUMENT

DECEMBER 2021

PHOKWANE LOCAL MUNICIPALITY
24 HERTZOG STREET
HARTSWATER
8570

NAME OF BIDDER :

.....

FULL NAME, i.e. (CC, (PTY) LTD, JV, SOLE PROPRIETOR etc.)

CONTACT NUMBER :

EMAIL :



Phokwane Local Municipality

RESEAL OF ROADS IN VALSPAN, PAMPIERSTAD AND HARTSWATER

CONTENTS OF VOLUME 1

DESCRIPTION	COLOUR
PORTION 1 TENDER	
Part T1 Tendering procedures	
Section T1.1 Tender notice and invitation to tender	White
Section T1.2 Tender data	Pink
Section T1.3 Standard conditions of tender	Pink
Part T2 Returnable Documents	Yellow
Section T2.1 List of returnable documents	
Section T2.2 Returnable schedules	
PORTION 2 CONTRACT	
Part C1 Agreements and contract data	Yellow
Section C1.1 Forms of offer and acceptance	
Section C1.2 Contract data	
Part C2 Pricing Data	Yellow
Section C2.1 Pricing Instructions	
Section C2.2 Schedule of Quantities	
Part C3 Scope of work	Blue
Section C3.1 Description of the Works	
Section C3.2 Engineering	
Section C3.3 Procurement	
Section C3.4 Construction	
Section C3.5 Management	
Section C3.5.1 Site Administration	
Section C3.5.2 Health and Safety Specification	

END OF SECTION



Phokwane Local Municipality

RESEAL OF ROADS IN VALSPAN, PAMPIERSTAD AND HARTSWATER TENDERING PROCEDURES

INDEX

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

END OF SECTION



Phokwane Local Municipality

RESEAL OF ROADS IN VALSPAN, PAMPIERSTAD AND HARTSWATER

TENDER NOTICE AND INVITATION TO TENDER



PHOKWANE LOCAL MUNICIPALITY

INVITATION FOR PROSPECTIVE BIDDERS

Prospective service providers with proven track records are invited to tender as follows:

Bid No.	Bid Description	CIDB Grading	Non-Refundable Fee	Closing date	Points System
RRP/02	RESEAL OF ROADS IN VALSPAN, PAMPIERSTAD AND HARTSWATER	5CE	R 2 000.00	10 January 2022	80/20

Bids marked with reference number on the outside of the sealed envelope must be placed in the Bid Box of Phokwane Local Municipality on or before **10 January 2022 12H00 Noon**. No Compulsory Site Briefing will be held. Enquiries can be sent to the consultant on e-mail as provided for on the bid document. Bid Documents are obtainable from the **20 December 2021** and can be **downloaded free of charge at www.Phokwane.gov.za**.

Bids will be evaluated based on the Preferential Procurement Policy Framework Act 5 (PPPFA) of 2000 and the municipal's Supply Chain Management Policy. Bids must be accompanied by a valid Tax Compliance Status (With Pin). Bidders must be registered on the Central Supplier Database (CSD) for Government.

For B-BBEE points Bidders must attach an **ORIGINAL OR CERTIFIED B-BBEE** Status level Contribution Certificate authorised by **SANAS, IRBA** or a **Sworn Affidavit** (Commission of Oath). CSD certificate **WILL NOT** be used for the purpose of evaluating preference points. **MFMA Circular 81**.

Ms B Mgaguli
MUNICIPAL MANAGER



Phokwane Local Municipality

RESEAL OF ROADS IN VALSPAN, PAMPIERSTAD AND HARTSWATER

TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the Construction Industry Development Board's Board Notice 136 of 2015 (contained in Government Gazette No. 38960 of 10 July 2015), bound into section T1.3.

The Standard Conditions of Tender makes several references to the tender data. The tender data also contains project specific amendments to the Standard Conditions of Tender applicable to this document. The tender data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender.

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

Clause	Addition or Variation to Standard Conditions of Tender
1.1	The Employer is Phokwane Local Municipality.
1.2	The tender documents issued by the employer comprise one volume.
1.3.2	Replace the sub-clause with the following: These Conditions of Tender, the Tender Data, List of Returnable Documents and Returnable Schedules which are required for tender evaluation purposes, shall form part of the Contract arising from the invitation to tender.
1.4	The Employer's agent is (also known as the Engineer): Tsela Tsweu Consulting Engineers 1 Petrus Bosch Street WELKOM 9460 Tel: (057) 352 7992 Email: johan@ttconsult.co.za



Clause	Addition or Variation to Standard Conditions of Tender
2.1	<p>Only those tenderers who are registered with the CIDB at the time of closing of tenders, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 5CE class of construction work, are eligible to have their tenders evaluated.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> every member of the joint venture is registered with the CIDB; the lead partner has a contractor grading designation in the construction works "Civil Engineering" (5CE) class of construction work with a grading designation 5; and the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 5CE class of construction work.
2.2	<p>Add the following to the sub-clause:</p> <p>Accept that the Employer will not compensate the tenderer for any costs incurred in attending interviews in the office of the employer or the employer's agent (if required).</p>
2.7	<p>No official tender briefing or clarification meeting will be held for this bid, due to the Covid-19 Safety Regulations.</p>
2.11	<p>Add the following to the clause:</p> <p>To correct errors made, draw a line through the incorrect entry and write the correct entry above in black ink and place the full signatures of the authorised signatories next to the correct entry.</p>
2.12.1	<p>Add the following to the clause:</p> <p>All alternative tender offers shall be referred to in Section T2.2.1 – Alterations to Tender.</p>
2.12.2	<p>Alternative offers will be considered, but only if the schedules are priced in full according to the project specifications and drawings.</p> <p>Should the Tenderer wish to offer alternative designs and/or construction materials, he shall include with this Tender, full details thereof, including a complete bill of quantities, formal design calculations, and full details of all alternative components proposed to be included in the Works. Refer also to the Contract Data in this regard.</p>



Clause	Addition or Variation to Standard Conditions of Tender
	<p>Failure to properly comply with this clause, thereby preventing the Employer and/or the Engineer to properly assess the full implications of the alternative tender, is likely to disqualify the alternative offered from further consideration.</p> <p>No submission by the Contractor after award for additional payment or time for completion of Works relating to the alternative offer will be considered, the tendered rates submitted shall be considered to reflect the full and final cost implications of the alternative offer.</p>
2.13	<p>Add the following to the clause:</p> <p>No claim will be entertained for faults in the tender price resulting from any discrepancies, omissions or indistinct figures.</p>
2.13.2	<p>Replace the contents of the clause with the following:</p> <p>Return all volumes of the tender document to the Employer after completion of the relevant sections of each volume in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.</p> <p>All volumes are to be left intact in its original format and no pages shall be removed or re-arranged.</p>
2.13.3	<p>Tenderers are required to submit along with their Bids a scanned copy of their completed Bid document in electronic format, either on CD disk or flash drive/memory stick.</p>
2.13.4	<p>Add the following to the clause:</p> <p>Only authorised signatories may sign the original and all copies of the tender offer where required in terms of 2.13.3.</p>
2.13.5	<p>The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Tender box location : Phokwane Local Municipality</p> <p>Physical address : 24 Hertzog Street, Hartswater, 8570</p> <p>Identification details : BID No RRP/02 : Reseal of Roads in Valspan, Pampierstad and Hartswater.</p> <p>The name and address of the tender shall be entered on the back of the envelope.</p>
2.13.6	<p>A two-envelope procedure will not be followed.</p>
2.13.10	<p>Add the following to the clause:</p> <p>Accept that all conditions, which are printed or written upon any stationary used by the Tenderer for the purpose of or in connection with the submission of a tender</p>



Clause	Addition or Variation to Standard Conditions of Tender
	<p>offer for this Contract, which are in conflict with the conditions laid down in this document shall be waived, renounced and abandoned.</p>
<p>2.14</p>	<p>Add the following to the clause:</p> <p>The Tenderer is required to enter information in the following sections of the document:</p> <p>Section T2.2 : Returnable Schedules</p> <p>Section C1.1 : Form of Offer and Acceptance</p> <p>Section C1.2 : Contract Data (Part 2)</p> <p>Section C2.2 : Schedule of Quantities</p> <p>The above sections shall be signed by the Tenderer (and witnesses where required). Individual pages should only be initialled by the successful Tenderer and by the witnesses after acceptance by the Employer of the Tender Offer.</p> <p>The Tenderer shall complete and sign the Form of Offer prior to the submission of a Tender Offer.</p> <p>The Schedule of Deviations (if applicable) shall be signed by the successful Tenderer after acceptance by the Employer of the Tender Offer.</p> <p>Accept that failure on the part of the Tenderer to submit any one of the Returnable Documents listed in clause 2.23 within the period stipulated, shall be just cause for the Employer to consider the tender offer as being regarded as non-responsive.</p> <p>Accept that the Employer shall in the evaluation of tender offers take due account of the Tenderer's past performance in the execution of similar engineering works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the contract period. Satisfy the Employer and the Engineer as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, and furnish details in section T2.2.3 of contracts of a similar nature and magnitude which they have successfully executed in the past.</p> <p>Accept that submitting inferior and inadequate information relating to health and safety (as required in clause 2.23) shall be regarded as justifiable and compelling reasons not to accept the Tender Offer of the Tenderer scoring the highest number of tender evaluation points.</p>
<p>2.15.1</p>	<p>The closing time and location for the submission of tender offers are:</p> <p>Time : 12:00, on Monday, 10 January 2022</p> <p>Location : Tender Box of Phokwane Local Municipality, 24 Hertzog Street, Hartswater, 8570</p>



Clause	Addition or Variation to Standard Conditions of Tender
2.16.1	The tender offer validity period is 90 days.
2.16.2	<p>Add the following to the clause:</p> <p>If the tender validity expires on a Saturday, Sunday or public holiday, the tender shall remain valid and open for acceptance until the closure of business on the following working day.</p>
2.16.5	<p>Add the following new clause:</p> <p>Accept that should the Tenderer unilaterally withdraw his tender during this period, the Employer shall, without prejudice to any other rights he may have, be entitled to accept any less favourable tender for the Works from those received, or to call for fresh tenders, or to otherwise arrange for execution of the Works, and the Tenderer shall pay on demand any additional expense incurred by the Employer on account of the adoption of the said courses, as well as either the difference in cost between the tender withdrawn (as corrected in terms of clause 3.9 of the Conditions of Tender) and any less favourable tender accepted by the Employer, or the difference between the tender withdrawn (as corrected) and the cost of execution of the Works by the Employer as well as any other amounts the Employer may have to pay to have the Works completed.</p>
2.18.1	<p>Add the following to the clause:</p> <p>Accept that if requested, the Tenderer shall within 7 days of the date upon which he is requested to do so, submit a full report from his banker as to his financial standing. The Employer may, in its discretion, and subject to the provisions of Section 4(1)(d) of the State Tender Board Act 86 of 1968, condone any failure to comply with the foregoing condition.</p> <p>Accept that the Employer or his agent, reserves the right to approach the Tenderer's banker or guarantor(s) as indicated in the tender document, or the bankers of each of the individual members of any joint venture that is constituted for purposes of this Contract, with a view to ascertaining whether the required guarantee will be furnished, and for purposes of ascertaining the financial strength of the Tenderer or of the individual member of such venture.</p>
2.22	Return all retained tender documents prior to the closing time for the submission of Tender Offers.



Clause	Addition or Variation to Standard Conditions of Tender
2.23	<p>The following certificates / information are to be provided with the tender offer or within three days of receipt of the Employer's or his Agent's written request to submit same:</p> <ul style="list-style-type: none"> a) The B-BBEE status level of the contributor must be included on the valid, original or certified copy of the B-BBEE certificate of the contributor that is to be submitted with this bid documentation, should the bidder wish to claim preference points for the specific bid. Act 53 of 2013 published in Government Gazette No. 36928 dated 11 October 2013 (In case of a Joint Venture, or Consortium a consolidated B-BBEE certificate will be required). b) Certified copy of a Workmen's Compensation Certificate, Act 4 of 2002, c) Certified copy of Unemployment Insurance Certificate, Act 4 of 2002, d) Copy of Certificate of Incorporation (if tenderer is a Company), e) Certified copy of Founding Statement (if tenderer is a Closed Corporation), f) Certified copy of Identity Document (if tenderer is a One-man concern), g) Signed Joint Venture Agreement (if tenderer is a Joint Venture), h) Curriculum Vitae of all supervisory staff. i) CIDB registration information (Contractor's CRS number) for CIDB grading in the grading designation stipulated in clause 2.1 above, j) Proof of CSD registration
3.1	<p>Replace the contents of the clause with the following:</p> <p>Respond, to a request for clarification received in accordance with clause 2.8, within 7 days prior to the closing time stated in clause 2.15 and notify all tenderers who drew procurement documents.</p>
3.4	<p>Tenders will be opened in public immediately after the closing time for tenders, at the same venue.</p>
3.5	<p>A two-envelope procedure will not be followed.</p>
3.8.1	<p>Add the following to the clause:</p> <p>Failure on the part of the Tenderer to submit a tender offer as stipulated in clause 2.13 prior to the closing time as stipulated in clause 2.15 shall be just cause for the Employer to consider the tender offer as being non-responsive.</p> <p>Failure on the part of the Tenderer to submit any one of the returnable documents or certificates listed in clause 2.23 within the period stipulated shall be just cause for the Employer to consider the tender offer as being non-responsive.</p>



Clause	Addition or Variation to Standard Conditions of Tender
3.9	<p>Replace the contents of the clause with the following:</p> <p>Check responsive tender offers for arithmetical errors, correcting them in the following manner:</p> <ol style="list-style-type: none"> If a bill of quantities (or schedule of quantities or schedule of rates) applies and there is an error in the line item total resulting from the product of the unit rate and the quantity, the unit rate shall govern and the line item total shall be corrected. 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 corrected total of the prices shall govern. Where there is a discrepancy between the amount indicated in the Tenderer's tender offer and the corrected amount obtained after completing the above steps, the corrected amount shall govern.
3.11.1	<p>Add the following new clause:</p> <p>Scoring preference</p> <p>Up to $(100-W_1)$ tender evaluation points (W_p) will be awarded to tenderers who complete the preferencing schedule (bound into Section T2.2) and who are found to be eligible for the preference claimed.</p> <p>Method 2 (as described in Clause 3.11.3 of the Standard Conditions of Tender) will be used to evaluate all responsive tender offers, where the value for W_1 is:</p> <p>90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R 50 000 000,00 (50 Million); or</p> <p>80 where the financial value inclusive of VAT of one or more responsive tender offers equals or is less than R 50 000 000,00 (50 Million).</p>
3.11.7	<p>The financial offer will be scored in terms of formula 2 option 1 of the Standard Conditions of Tender (Section T1.3 of the document).</p>
3.12	<p>Replace the contents of the clause with the following:</p> <p>If requested by any Tenderer, submit for the Tenderers' information the policies or certificates of insurance (or both) which the conditions of contract identified in the Contract Data require the Employer to provide.</p>
3.13.1	<p>A Tender offer will only be accepted on condition that such acceptance is not prohibited in terms of clause 44 of the Municipal Supply Chain Management Regulations published in terms of the Municipal Finance Management Act, 2003.</p>
3.16.2	<p>Replace the contents of the clause with the following:</p>



Clause	Addition or Variation to Standard Conditions of Tender
	Notice of non-acceptance of tender will not be sent to individual unsuccessful tenderers. Particulars of the accepted tender can be obtained from the Employer's Agent.
3.17	The successful tenderer shall receive one copy of the signed contract.

END OF SECTION



Phokwane Local Municipality

RESEAL OF ROADS IN VALSPAN, PAMPIERSTAD AND HARTSWATER

STANDARD CONDITIONS OF TENDER

As published in Annexure F of the CIDB Standard for Uniformity for construction Procurement, Board Notice 136 Government Gazette No 38960 of 10 July 2015.

END OF SECTION



Phokwane Local Municipality

RESEAL OF ROADS IN VALSPAN, PAMPIERSTAD AND HARTSWATER

RETURNABLE DOCUMENTS

INDEX

Section	Description	Page No
SECTION T2.1	LIST OF RETURNABLE DOCUMENTS	T2.1.1
SECTION T2.2	RETURNABLE SCHEDULES.....	T2.2.1

END OF SECTION



Phokwane Local Municipality

RESEAL OF ROADS IN VALSPAN, PAMPIERSTAD AND HARTSWATER

LIST OF RETURNABLE DOCUMENTS

1. Tenderers are required to submit the following with their tenders:
 - a) The **B-BBEE status** level of the contributor must be included on the valid, original or certified copy of the B-BBEE certificate of the contributor that is to be submitted with this bid documentation, should the bidder wish to claim preference points for the specific bid. (In **case of a Joint Venture**, or Consortium a consolidated B-BBEE certificate will be required).
 - b) **Certified copy of a Workmen's Compensation Certificate**, Act 4 of 2002,
 - c) **Certified copy of Unemployment Insurance Certificate**, Act 4 of 2002,
 - d) **Copy of Certificate of Incorporation** (if tenderer is a Company),
 - e) **Certified copy of Founding Statement** (if tenderer is a Closed Corporation),
 - f) **Certified copy of Identity Document** (if tenderer is a One-man concern),
 - g) **Joint Venture Agreement** (if tenderer is a Joint Venture),
 - h) **Curriculum Vitae of all supervisory staff.**
 - i) CIDB registration information (**Contractor's CRS number**) for CIDB grading in the grading designation stipulated in clause 2.1 above,
 - j) Proof of **CSD registration**
2. The returnable schedules included in Section T2.2 will be used to evaluate tenders received. These schedules will also form part of the Contract.
3. Failure on the part of the Tenderer to submit with their tender offer any one of the documents listed in Item No. 1 above or to complete any of the returnable schedules included in Section T2.2, will result in the tender being classified non-responsive and shall be eliminated from further consideration.

END OF SECTION



Phokwane Local Municipality

RESEAL OF ROADS IN VALSPAN, PAMPIERSTAD AND HARTSWATER

RETURNABLE SCHEDULES

INDEX

Section	Description	Page No
	RETURNABLE SCHEDULES	1
	FORM T2.2.1 - ALTERATIONS BY TENDERER	2
	FORM T2.2.2 - DECLARATION OF INTEREST	3
	FORM T2.2.3 - WORKS PREVIOUSLY EXECUTED	6
	FORM T2.2.4 - SUPERVISORY AND SAFETY PERSONNEL	8
	FORM T2.2.5 - CERTIFICATE OF INDEPENDENT BID DETERMINATION	9
	FORM T2.2.6 - COMPLIANCE WITH OHSA (ACT 85 OF 1993)	13
	FORM T2.2.7 - AUTHORITY OF SIGNATORY	14
	FORM T2.2.8 - B-BBEE LEVEL	15
	FORM T2.2.9 - CONTRACTOR'S BANKING DETAILS	16
	FORM T2.2.10 - DECLARATION OF THE BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	17
	FORM T2.2.11 - CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS TO SERVICE PROVIDER	19
	FORM T2.2.12 - AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO COUNCIL	20
	FORM T2.2.13 - LABOUR EXTENSIVE METHODOLOGY	21
	FORM T2.2.14 - QUALITY CRITERIA AND POINTS CLAIMED	22



FORM T2.2.1 - ALTERATIONS BY TENDERER

Should the Tenderer desire to make any departures from or modifications to the General or Special Conditions of Contract, the Specifications, the Schedule of Quantities or the Drawings, or to qualify his tender in any way, he shall set out his proposals clearly hereunder or alternatively state them in a covering letter attached to his tender and referred to hereunder, failing which the tender will be deemed to be unqualified.

Page and Clause/Item	Alteration / Amendment

--	--

SIGNED ON BEHALF OF TENDERER

DATE:



FORM T2.2.2 - DECLARATION OF INTEREST

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

3.1 Full Name:

3.2 Identity Number:

3.3 Company Registration Number:

3.4 Tax Reference Number:

3.5 VAT Registration Number:

3.6 Are you presently in the service of the state? ¹ **YES / NO**

3.6.1 If so, furnish particulars.

.....
.....

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

3.7.1 If so, furnish particulars.

.....
.....

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

YES / NO

3.8.1 If so, furnish particulars.

.....

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

3.9.1 If so, furnish particulars.

.....

.....

3.10 Are any of the company's directors, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.10.1 If so, furnish particulars.

.....

.....

3.11 Are any spouse, child or parent of the company's directors, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.11.1 If so, furnish particulars.

.....

CERTIFICATION

I, THE UNDERSIGNEDCERTIFY 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.

SIGNED ON BEHALF OF TENDERER	DATE:
POSITION	NAME OF BIDDER

¹MSCM Regulations: "in the service of the state" means to be –

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



FORM T2.2.3 - WORKS PREVIOUSLY EXECUTED

The following is a statement of major works of a **similar** nature successfully executed by myself/ourselves in recent years.

Failure to detail the required information shall signify that the tender is submitted by an inexperienced tenderer.

Employer	Engineer / Consultant Firm	Nature of Works / Description of Work	Value of Construction Works Rm	Duration and Completion Date
	Firm Contact Name Telephone No.			
	Firm Contact Name Telephone No.			
	Firm Contact Name Telephone No.			
	Firm Contact Name Telephone No			

Note : Only the projects list in the Table above will be evaluated for experience points in the Functionality stage.



FORM T2.2.3 - WORKS PREVIOUSLY EXECUTED (continued)

The following information must be contained in each recommendation letter for it to qualify for points as prescribed above:

- I. Description of work
- II. Value
- III. Contract Construction Period
- IV. Actual Construction Period
- V. Date Completed

SIGNED ON BEHALF OF TENDERER	DATE:



FORM T2.2.4 - SUPERVISORY AND SAFETY PERSONNEL

PREVIOUS EXPERIENCE ON WORKS OF A SIMILAR NATURE DURING THE LAST FIVE YEARS

Name	% Time on Site	Position (Current)	Accredited Qualifications	Service (Years)	Name of Project And year executed	Value of Works Rm	Position Occupied
Contracts Manager _____							
Contractor's Site Agent (1) _____							
Contractor's Site Agent (2) _____							
Contractor's Foremen _____							
Construction Health and Safety Officer _____							

Specific knowledge: Names of various employees occupying the positions above must be stated, CVS and certified copies of qualifications must be attached in order to qualify for points

--	--

SIGNED ON BEHALF OF TENDERER

DATE:



MBD 9

FORM T2.2.5 - CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). ² Collusive bidding is a **pe se** prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD9) must be completed and submitted with the bid:

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

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



MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

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

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



MBD 9

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

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.



MBD 9

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



FORM T2.2.6 - COMPLIANCE WITH OHSA (ACT 85 OF 1993)

Tenderers are required to satisfy the Employer and the Engineer as to their ability and available resources to comply with the above by answering the following questions and providing the relevant information required below.

1. Is the Contractor familiar with the OHSA (ACT 85 OF 1993) and its Regulations? **YES / NO**

2. Who will prepare the Contractor's Health and Safety Plan? (Provide a copy of the person/s curriculum vitae/s or company profile).

3. Does the Contractor have a health and safety policy? If yes, provide a copy. How is this policy communicated to all employees? **YES / NO**

4. Does the Contractor keep records of safety aspects of each construction site? If yes, what records are kept? **YES / NO**

5. Does the Contractor conduct monthly safety meetings? If yes, who is the chairperson of the meeting, and who attends these meetings? **YES / NO**

6. Does the Contractor have a safety officer in his employment, responsible for the overall safety of his company? If yes, please explain his duties and provide a copy of his CV - (Attach) **YES / NO**

7. Does the Contractor have trained first aid employees? If yes, indicate who. **YES / NO**

8. Does the Contractor have a safety induction training project in place? If yes, provide a copy. **YES / NO**

--	--

SIGNED ON BEHALF OF TENDERER

DATE:



FORM T2.2.7 - AUTHORITY OF SIGNATORY

With reference to Clause 2.13.4 of the Tender Data, I/we herewith certify that this tender is submitted by : *(Mark applicable block)*

a company, and attach hereto a certified copy of the required resolution of the Board of Directors

☐

a partnership, and attach hereto a certified copy of the required resolution by all partners

☐

a close corporation, and attach hereto a certified copy of the required resolution of the Board of Officials

☐

a one-man business, and attach hereto certified proof that I am the sole owner of the business submitting this tender

☐

a joint venture, and attach hereto

☐

- * a notarially certified copy of the original document under which the joint venture was constituted; and
- * certified authorisation by the participating members of the undersigned to submit tenders and conclude contracts on behalf of the joint venture

Name of Lead Firm _____

A signed original certified copy of the joint venture agreement showing clearly the percentage contribution of each partner to the joint venture shall be appended to this schedule.

--	--

SIGNATURE OF TENDERER

DATE:



FORM T2.2.8 - B-BBEE LEVEL

The score for preferences will be calculated using the B-BBEE status level of the contributor for each responsive tender under consideration.

The B-BBEE status level of the contributor must be included on the valid, original or certified copy of the B-BBEE certificate of the contributor that is to be submitted with bid documentation should the bidder wish to claim preference points for the specific bid.

The full conversion of B-BBEE level to PPPFA points are as follows:

B-BBEE Level	PPPFA – Government tender points allocation 90/10	PPPFA – Government tender points allocation 80/20
Level 1 Contributor	10	20
Level 2 Contributor	9	18
Level 3 Contributor	6	14
Level 4 Contributor	5	12
Level 5 Contributor	4	8
Level 6 Contributor	3	6
Level 7 Contributor	2	4
Level 8 Contributor	1	2
Non-Compliant Contributor	0	0

NB: THE TENDERER SHALL ATTACH B-BBEE CERTIFICATE

In case of a joint venture, or consortium a consolidated B-BBEE certificate will be required

SIGNATURE OF TENDERER	DATE:



FORM T2.2.9 - CONTRACTOR'S BANKING DETAILS

CONTRACTOR'S BANK RATING

The bidder to provide: Account Number, Name of Bank and branch code

Name of Bank:

Account Name:

Account Number:

Branch Code :

& PARTNER

Name of Bank:

Account Name:

Account Number:

Branch Code :

--	--

SIGNATURE OF TENDERER

DATE:

--	--

SIGNATURE OF TENDERER

DATE:



FORM T2.2.10 - DECLARATION OF THE BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

Item	Question	Yes	No
1.1	Is the Tenderer or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.1.1	If so, furnish particulars:		
1.2	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)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.2.1	If so, furnish particulars:		
1.3	Was the Tenderer or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.3.1	If so, furnish particulars:		
1.4	Does the Tenderer or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months? Attach proof not older than three months.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.4.1	If so, furnish particulars:		
1.5	Was any contract between the Tenderer and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.5.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNEDCERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

--	--

SIGNED ON BEHALF OF TENDERER

DATE:

--	--

POSITION

NAME OF BIDDER



***where the entity tendering is a joint venture, each party to the joint venture must sign a declaration (FormT2.2.10) in terms of the Municipal Finance Management Act and attach it to this schedule.**



FORM T2.2.11 - CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS TO SERVICE PROVIDER

To: THE MUNICIPAL MANAGER, PHOKWANE LOCAL MUNICIPALITY

CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS TO SERVICE PROVIDER

Information required in terms of the Municipal's Supply Chain Management Policy, Sections 51.1 and 111.2

PHOKWANE LOCAL MUNICIPALITY : PROJECT - RESEAL OF ROADS IN VALSPAN, PAMPEIRSTAD AND HARTSWATER

NAME OF THE BIDDER:

FURTHER DETAILS OF THE BIDDER(S); Director / Shareholder / Partners, etc:

Directors /Shareholder/Partner	Physical address of the Business	Municipal Account number(s)	Physical residential address of the Director / shareholder / partner	Municipal Account number(s)

NB: Please attach Certified copy(ies) of ID document(s)

I, _____, the
undersigned,
(full name in block letters)

certify that the information furnished on this declaration form is correct and that I/we have 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.

--	--

SIGNED ON BEHALF OF TENDERER / BIDDER

DATE:

(i) For office use (comments): Telephone relevant Local Municipality

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

NB: Bidders to furnish proof of payment of Municipal Services and any other Contract with Landlord / Home Owner, or letter from Tribal Authority.



**FORM T2.2.12 - AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING
AMOUNTS OWED TO COUNCIL**

TO:	THE MUNICIPAL MANAGER, PHOKWANE LOCAL MUNICIPALITY
FROM:	

(NAME OF BIDDER / TENDERER)

AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO COUNCIL

Extract from Supply Chain Management Policy, Section 51.1:

“The Municipal Manager may reject the bid or quote of any person if that person or any of its directors has:

51.1 failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months; ...”

I, THE UNDERSIGNED, _____,
(FULL NAME IN BLOCK LETTERS)

hereby authorise the Phokwane Local Municipality to deduct the full amount outstanding by the business organization / Director, shareholder, partner, etc from any payment due from Phokwane Local Municipality or any Local Municipality within the District.

THUS DONE AND SIGNED for and on behalf of the Bidder / Contractor

--	--

SIGNED ON BEHALF OF TENDERER / BIDDER

DATE:

in the presence of the subscribing witnesses.

AS WITNESSES:

--	--

SIGNATURE WITNESS 1

NAME IN BLOCK LETTERS

--	--

SIGNATURE WITNESS 2

NAME IN BLOCK LETTERS



FORM T2.2.13 – LABOUR INTENSIVE METHODOLOGY

Tenderer must prepare and submit a method statement that will clearly indicate his attention to make use of Labour-Intensive construction methods and how it will be implemented throughout the execution of the set Scope of Works for this project.

SIGNATURE OF TENDERER	DATE:



FORM T2.2.14 - QUALITY CRITERIA AND POINTS CLAIMED

1. Points for Quality Threshold

Description			Section no.	No of Points	
				Maximum	Claimed
Specific Rural Roads expertise	Company Capacity and capability	Experience in Similar Projects	T2.2.3	30	
		Quality of previous projects	T2.2.3	20	
	Project Team	Experience of Key Personnel	T2.2.5	20	
	Project Methodology	Labour Intensive Construction Methodology	T2.2.13	30	
	Total (Specific project applicable expertise)			100	

Note:

The minimum number of evaluation points for quality for a tender to be considered responsive is **70 points**.

Explanation of Points for Quality Threshold:

QUALITY ASSESSMENT CRITERIA

1 Experience in Similar Projects (30 Points)

Previous **similar** projects (Completion certificates **and** recommendation letters from Employers should be attached to claim points)

Four projects (Construction Value >R6m per project) **(30 Points)**

Two projects (Construction Value >R6m per project) **(15 Points)**

One project (Construction Value >R3m per project) **(5 Points)**

No Projects (0 Points)

2 Quality of previous projects (Projects provided for quality should be the same as provided for Experience above) (20 points)

The following information must be attached for each similar project as claimed above in order to claim points.

I. Description

II. Value

III. Construction Period

IV. Date Completed

V. Reasons why Contractual Construction Period were exceeded (if applicable.)

VI. Employer & Contact telephone number or Consultant & telephone number

Quality of Work Done **(15 Points)** - (Good = 5 points, Acceptable = 3 points; Average = 2 points; Poor = 0 points)

Completed Work on Time **(5 Points)** - (Good = 5 points, Acceptable = 3 points; Average = 2 points; Poor = 0 points)

Note: Only the projects listed in Table T2.2.3 supporting documentation will be used for points allocation.

3 Experience of Proposed Construction Site Supervisor & Safety Office (20 points)

(CV's and supporting documentation of the proposed site staff and Safety Officer must be attached with the following information available)

Full Name:



Date of Birth:

Years with Current Firm:

Years' Experience:

Detailed Tasks Assigned:

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]

Education:

[Summarize college/university and other specialised education of staff member, give names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employment organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and employer references, where appropriate.]

Scoring - (Maximum 20 points)

* 1 x **Site Agents** with 10 years relevant experience **(10 Points)**

* 1 x **Site Agent** with 5 years relevant experience **(5 Points)**

* Site Agent with NQF 5 level or Higher **(5 Points)**

4 Labour Intensive Construction Methodology (30 points)

Tenderer must prepare and submit a method statement that will clearly indicate his attention to make use of Labour-Intensive construction methods and how it will be implemented throughout the execution of the set Scope of Works for this project.

Signature of Tenderer : _____ Date : _____

END OF SECTION



Phokwane Local Municipality

RESEAL OF ROADS IN VALSPAN, PAMPIERSTAD AND HARTSWATER

AGREEMENTS AND CONTRACT DATA

INDEX

Section	Description	Page No
PART C1.1	FORMS OF OFFER AND ACCEPTANCE	C1.1.1
PART C1.2	CONTRACT DATA	C1.2.1
	Annexure A: Form of Guarantee.....	C1.2.16

END OF SECTION



Phokwane Local Municipality

RESEAL OF ROADS IN VALSPAN, PAMPIERSTAD AND HARTSWATER

FORM OF OFFER AND ACCEPTANCE

OFFER

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

Phokwane Local Municipality: RESEAL OF ROADS IN VALSPAN, PAMPIERSTAD AND HARTSWATER.

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

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

The offered total of the Prices inclusive of Value Added Tax is

RANDS

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

Signature(s) _____

Name(s) _____



Capacity _____

for the tenderer _____
(Name and address of organisation)

Name & signature _____
of witness _____ 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.

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 days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.



Signature(s)	_____	_____
Name(s)	_____	_____
Capacity	_____	_____
for the Employer	_____	
	(Name and address of organisation)	
Name & signature	_____	
of witness	_____	Date _____



SCHEDULE OF DEVIATIONS

Notes :

1. The extent of deviations from the tender documents issued by the employer before 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

By the duly authorised representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from the 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.

END OF SECTION



Phokwane Local Municipality

RESEAL OF ROADS IN VALSPAN, PAMPIERSTAD AND HARTSWATER

CONTRACT DATA

GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works, 3rd Edition (2015), published by the South African Institution of Civil Engineering, is applicable to this Contract.

The General Conditions of Contract are not bound into this document, but are available at the Contractor's expense from the Secretary of the South African Institution of Civil Engineering, Private Bag X200, Halfway House, Midrand, 1685 or www.saice.org.za.

CONTRACT SPECIFIC DATA

In terms of clause 1.1.1.8 of the General Conditions of Contract for Construction Works, 3rd Edition (2015), the following Contract Data apply to this Contract.

The Contract Data consists of two parts. Part 1 contains information provided by the Employer, while Part 2 contains information to be provided by the Contractor.



Part 1: Data Provided by the Employer

Clause	Contract Data
1.1.1.2	<p>Add the following:</p> <p>"Schedule of Rates" means the document so designated in the Pricing Data, and forming part of the written instruction by the Employer's Agent to the Contractor to execute the specified portion of works.</p>
1.1.1.5	<p>Add the following to the clause:</p> <p>The "Commencement Date" means the date on which the contractor receives a written instruction from the Employer to commence with a portion of the Works.</p>
1.1.1.7	<p>Add onto the word "parties" in the last sentence:</p> <p>"..... and shall include any written instruction by the Employer's Agent to the Contractor to execute any specified portion of the works."</p>
1.1.1.9	<p>"Contract Price" means the total estimated value of different portions of the works executed by the Contractor on instruction and approval by the Employer's Agent.</p>
1.1.1.13	<p>Add the following to the end of this definition:</p> <p>The Defects Liability Period is 12 months.</p>
1.1.1.14	<p>Add the following to the end of this definition:</p> <p>This clause shall apply <i>mutatis mutandis</i> to any portion or phase of the Works that may be described in the Scope of Works or in the Contract Data, or agreed subsequently between the Contractor and the Employer, and committed to writing.</p> <p>The time for completion of a specified portion of work shall be as per works instruction.</p> <p>The time for completion of all works under this project shall be 6 months. The Employer also reserves the right to reallocate works to another Contractor, should the Contractor not perform adequately.</p>
1.1.1.15	<p>The Employer is Phokwane Local Municipality.</p>
1.1.1.16	<p>For this specific contract only, the word "Employer's Agent" means any Registered Professional appointed, generally or specifically by Phokwane Local Municipality to fulfil the functions of the Employer's Agent in terms of the Conditions of Contract.</p>



Clause	Contract Data
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 price.
1.1.1.26	The pricing strategy is Re-measurement Contract for each portion of works and/or instruction.
1.2.1	<p>Add the following to the clause:</p> <p>1.2.1.3 Sent by facsimile, electronic or any like communication irrespective of it being during office hours or otherwise.</p> <p>1.2.1.4 Posted to the Contractor's address, and delivered by the postal authorities.</p> <p>1.2.1.5 Delivered by a courier service, and signed for by the recipient or his representative.</p>
1.2.1.2	<p>The address of the Employer is:</p> <ul style="list-style-type: none"> - Phokwane Local Municipality 24 Hertzog Street HARTSWATER 8570
1.3.6	<p>Replace this clause with:</p> <p>The copyright in all documents, drawings and records (prepared by the Employer's Agent) related in any manner to the Works shall vest in the Employer or the Employer's Agent or both (according to the dictates of the Contract that has been entered into by the Employer's Agent and the Employer for the Works), and the Contractor shall not furnish any information in connection with the Works to any person or organisation without the prior approval of the Employer to this effect.</p>
3.1.1	<p>Add the following words into to the sentence....</p> <p>..... <i>"shall be a registered professional in a built environment profession with a minimum of 10 years' experience that is appropriate to"</i></p>
3.2.3	<p>The Employer's Agent is, in terms of his appointment by the Employer for the design and administration of the Works included in the Contract, required to obtain the specific approval of the Employer for the execution of the following duties:</p> <p>3.2.3.1 The issuing of an order to suspend the progress of the Works, the extra cost resulting from which order is to be borne by the Employer in terms of</p>



Clause	Contract Data
	<p>Clause 5.11 or the effect of which is liable to give rise to a claim by the Contractor for an extension of time under Clause 5.12 of these conditions.</p> <p>3.2.3.2 The issuing of an instruction or order to vary the nature or quantity of the Works in terms of Clause 6.3, the estimated effect of which will be to increase the Contract Price by an amount exceeding R50 000, the valuation of all variation orders in terms of Clause 6.4 and the adjustment of the sum(s) tendered for General Items in terms of Clause 6.11.</p> <p>3.2.3.3 The approval of any claim submitted by the Contractor in terms of Clause 10.1.</p>
4.1.2	<p>Add the following to the clause:</p> <p>The Contractor shall provide the following to the Employer's Agent for retention by the Employer or his assignee in respect of all works designed by the Contractor:</p> <p>4.1.2.1 a Certificate of Stability of the Works signed by a registered Professional Engineer confirming that all such works have been designed in accordance with the appropriate codes of practice.</p> <p>4.1.2.2 proof of registration and of adequate and current professional indemnity insurance cover held by the designer(s).</p> <p>4.1.2.3 design calculations should the Employer's Agent request a copy thereof.</p> <p>4.1.2.4 engineering drawings and workshop details (both signed by the relevant professional engineer), in order to allow the Employer's Agent to compare the design with the specified requirements and to record any comments he may have with respect thereto.</p> <p>4.1.2.5 "As-Built" drawings in DXF electronic format after completion of the Works.</p> <p>The Contractor shall be responsible for the design of the Temporary Works.</p>
4.3.3	<p>Add the following new clause:</p> <p>The Ministerial Determination, Special Public Works Projects, issued in terms of the Basic Conditions of Employment Act of 1977 by the Minister of Labour in Government Notice No R63 of 25 January 2002, shall apply to works described in the Scope of Work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.</p>
4.3.4	<p>Add the following new clause:</p> <p>The Contractor shall comply with the Occupational Health and Safety Specification prepared by the Employer in terms of the Construction Regulations, 2014 promulgated in terms of Section 43 of the Occupational Health and Safety Act (Act No. 85 of 1993).</p>



Clause	Contract Data
	<p>Without limiting the Contractor's obligations in terms of the Contract, the Contractor shall before commencement of the Works or any part thereof, be in the possession of an approved Health and Safety Plan.</p> <p>The Contractor shall submit an approved Health and Safety Plan to the Employer's Agent within 14 days from the date that the Agreement made in terms of the Form of Offer and Acceptance comes into effect.</p>
<p>4.3.5</p>	<p>Add the following new clause:</p> <p>Contractor's liability as mandatory</p> <p>Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2014, for which he is liable as mandatory. By entering into this Contract it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37 (2) of the Act.</p>
<p>4.3.6</p>	<p>Add the following new clause:</p> <p>Contractor to notify Employer</p> <p>The Employer retains an interest in all inquiries conducted under this Contract in terms of Section 31 and/or 32 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and its Regulations following any incident involving the Contractor and/or Sub-Contractor and/or their employees. The Contractor shall notify the Employer in writing of all investigations, complaints or criminal charges which may arise pursuant to work performed under this Contract in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations.</p>
<p>4.3.7</p>	<p>Add the following new clause:</p> <p>Contractor's Designer</p> <p>The Contractor and his designer shall accept full responsibility and liability to comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2014 for the design of the Temporary Works and those part of the Permanent Works which the Contractor is responsible to design in terms of the Contract.</p>
<p>4.4.4</p>	<p>Add the following to the clause:</p> <p>.... 30 % of the construction amount should be spend locally within the Phokwane LM project area. The cost of local labour, local sub-contractors and local suppliers will form part of the 30%.</p>



Clause	Contract Data
4.10.3	<p>Add the following new clause:</p> <p>The Contractor shall use local labour in accordance with the requirements contained within the Scope of Work.</p>
5.3.1	<p>Add the following:</p> <p>The documentation required before commencement with Works Execution are:</p> <ul style="list-style-type: none"> • Health and Safety Plan (Refer to Clause 4.3) • Initial construction programme (Refer to Clause 5.6) • A detailed cashflow forecast (Refer to Clause 5.6.2.6) • Security (Refer to Clause 6.2) • Insurance (Refer to Clause 8.6)
5.3.2	<p>Add the following:</p> <p>The time to submit the documentation required (Refer to Clause 5.3.1) before commencement with Works execution is 14 days.</p>
5.4.2	<p>The access and possession of Site shall not be exclusive to the Contractor but as set out in the site information.</p>
5.6.1	<p>Add the following to the clause:</p> <p>In this regard the Contractor shall have regard for the phases and sub-phases (if applicable) for the Development, which shall also be the order in which the Permanent Works shall be constructed, unless otherwise agreed between the parties and committed to writing. If phased construction is applicable, the phases and sub-phases will be described in the Specifications and/or will be indicated on the Phasing Plan which forms part of the Drawings.</p>
5.8.1	<p>The non-working days are Sundays.</p> <p>Special non-working days shall be all South African Statutory holidays and the official building holidays commencing on 16 December and ending 5 January.</p>
5.12.5	<p>Add the following new clause:</p> <p>Extension of time due to Abnormal Rainfall</p> <p>Extension of time for completion of the Contract shall be allowed in the event of abnormal rainfall in accordance with the following formula:</p>



$$V = (N_w - N_n) + (R_w - R_n)/20$$

Where:

V	=	Extension of time in calendar days for the calendar month under consideration
N _w	=	Actual number of days during the calendar month under consideration on which a rainfall of 10mm and more is recorded
R _w	=	Actual total rainfall in mm recorded during the calendar month under consideration
N _n	=	Average number of days, derived from rainfall records, on which a rainfall of 10mm and more was recorded during the relevant calendar month as per the data tabulated hereinafter
R _n	=	Average total rainfall in mm for the relevant calendar month, derived from rainfall records, as tabulated hereinafter

Where the extension of time due to abnormal rainfall has to be calculated for portion of a calendar month, pro rata values shall be used. Should V be negative for any particular month, and should its absolute value exceed the corresponding value of N_n, then V shall be taken as being equal to minus N_n. The total extension of time to be granted shall be the algebraic sum of all the monthly extensions, provided that if this total is negative then the time for completion shall not be reduced due to subnormal rainfall.

Rainfall records for the period of construction shall be taken on Site. The Contractor shall provide and install all the necessary equipment for accurately measuring the rainfall. The Contractor shall also provide, erect and maintain a security fence plus gate, padlock and keys at each measuring station, all at his own cost. The Employer's Agent or his Representative shall take and record the daily rainfall readings. The Contractor shall be permitted to attend these readings, in the company of the Employer's Agent's Representative. Access to the measuring gauge(s) shall at all times be under the Employer's Agent's control.

The rainfall records applicable to this Contract are those recorded at Weather Station Hartswater. The following values of N_n and R_n shall apply:



Clause

Contract Data

Month	R _n (mm)	N _n (days)
January	83	7.6
February	83	8.8
March	81	9
April	50	6
May	20	2.7
June	7	1.7
July	3	1.2
August	8	1.4
September	6	1.2
October	27	4
November	43	6.4
December	46	6.4
Total	457	56

5.13.1 The penalty for failing to complete the Works is R5 000/day per phase of works and/or Employer's Agent's instruction.

5.13.3 Add the following new Clause.

The imposition of penalties in terms of Clause 5.13.1 shall not relieve the Contractor from his obligation to complete the works, nor from any of his obligations and liabilities under the Contract.

5.13.4 Add the following new Clause:

If the Contractor shall, without the prior written permission of the Employer's Agent, in respect of any portions of the Works which are prescribed in the Scope of Work to be executed using labour intensive construction methods, or for which the maximum size and capacity of mechanical plant and equipment is restricted in terms of the Contract:

- fail to execute such portions of the Works, or any parts thereof, utilising labour intensive construction methods strictly in accordance with the provisions of the Contract; or
- utilise in the execution of such portions of the Works, or any parts thereof, mechanical plant or equipment which is in conflict with the terms of the Contract; or
- utilise in the execution of such portions of the Work, workers drawn from sources other than those allowed in terms of the Contract;



Clause	Contract Data
	<p>then the Contractor shall be liable to the Employer for the percentage stated below of the value of the Works so executed in conflict with the provisions of the relevant Scope of Work, as a penalty for non-compliance.</p> <p>The penalty for non-compliance is: 15% of the value of Works specified.</p> <p>The imposition of penalties in terms of this clause shall not relieve the Contractor from his obligation to complete the Works, nor from any of his obligations and liabilities under the Contract.</p>
5.16.3	The Latent defect period is 10 years after the issue of the Final Approval Certificate in terms of Clause 15.6.1
6.1.1	<p>Add the following to the clause:</p> <p>Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.</p>
6.2.1	<p>Add the following to this Clause:</p> <p>The amount of the Surety will be R 600 000 at the time that the Agreement comes into effect. The guarantee shall remain valid until the issue of the Certificate or Certificates of Completion in respect of the whole of the Permanent Works. The Pro Forma Form of Guarantee bound into the General Conditions of Contract is replaced by the Form of Guarantee (Deed of Suretyship) is appended to the Contract Data as Annexure A.</p> <p>This approval or otherwise shall be based upon legal opinion to be provided by the Employer's Agent.</p>
6.8.2	The application of a Contract Price Adjustment factor will apply to this Contract.
6.8.3	Price Adjustments for variations in the cost of special materials is not allowed.
6.8.4	In line 6 delete the words "between the Employer and the Contractor".
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%.
6.10.3	The percentage retention is 10% of a payment claim up to a maximum of 5% of the total construction value per Works Instruction.
6.11.1.3	Delete this clause in total.



Clause	Contract Data
8.6.1.3	The limit of indemnity for liability insurance is R10 000 000 per event, the number of events being unlimited.
9.2.1.3.5	Add the following to this Clause: ... or is find to deliver poor performance in the execution of the scope of work or any part thereof,
10.5.3	The number of Adjudication Board Members to be appointed is 1 (one).



CONTRACT PRICE ADJUSTMENT SCHEDULE

Clause	Contract Data
1.	<p>The application of a Contract Price Adjustment factor will apply to this Contract. The price adjustment formula provided in the General Conditions of Contract will apply, together with the following coefficients and the definition of the relevant indices indicated below;</p> <p>X=0,15 a=0,20 b=0,25 c=0,45 d=0,10</p>
2.	<p>Replace the definitions of the relevant indices with the following:</p> <p>"L" is the "Labour Index" and shall be the "Consumer Price Index" for the urban area of North West as published in the Consumer Price Index Statistical Release PO 141.1 (Table 7.1 – Consumer Price Index and percentage change according to Urban Area) of Statistics South Africa.</p> <p>"P" is the "Plant Index" and shall be the "Civil Engineering Plant" index as published in the Production Price Index Statistical Release PO 142.1 (Table 12 – Price Index for selected materials) of Statistics South Africa.</p> <p>"M" is the "Materials Index" and shall be the "Civil Engineering" index as published in the Production Price Index Statistical Release PO 142.1 (Table 11 – Production Price for materials used in certain industries) of Statistics South Africa.</p> <p>"F" is the "Fuel Index" and shall be the "Diesel oil – Coast and Witwatersrand" index as published in the Production Price Index Statistical Release PO 142.1 (Table 12 - Production Price Index for selected materials) of Statistics South Africa.</p>



Part 2: Data provided by the Contractor

Clause	Contract Data
--------	---------------

1.1.1.9 The name of the Contractor is:

1.2.1.2 The address of the Contractor is:

6.2.1 The security to be provided by the Contractor shall be one of the following:

Type of Security	Contractor's choice. Indicate "Yes" or "No"
Cash deposit of R 600 000	
Performance guarantee of R 600 000	

END OF SECTION



Phokwane Local Municipality

RESEAL OF ROADS IN VALSPAN, PAMPIERSTAD AND HARTSWATER

(To be supplied on the
official letterhead
of "The Bank/Company")

PERFORMANCE GUARANTEE

For use with the General Conditions of Contract for Construction Works, Second Edition, 2010.

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address:

.....

"Employer" means: Phokwane Local Municipality

"Contractor" means:

"Employer's Agent" means:

"Works" means: **PROJECT: Reseal of Roads in Valspan, Pampierstad and Hartswater.**

"Site" means: **Any road or portion thereof as identified by the Phokwane Local Municipality under this project.**

"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: "Rates Only Contract."

Amount in words: "Contract Sum" written out in words. – N/A

"Guaranteed Sum" means: The maximum aggregate amount of R 600 000 at the time that the agreement comes into effect

Amount in words: Six Hundred Thousand Rand



"Expiry Date" means: 14 Days after receipt of Certificate of Completion.

CONTRACT DETAILS

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

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Employer's Agent of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Employer's Agent 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 Employer's Agent 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 calculate 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 and 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 to 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 on this _____ day of _____ 20_____

at _____ (place)

Guarantor's Signatory

1. _____
Signature Name

Capacity

2. _____
Signature Name

Capacity

As Witnesses:

1. _____
Signature Name

2. _____
Signature Name

END OF SECTION



Phokwane Local Municipality

RESEAL OF ROADS IN VALSPAN, PAMPIERSTAD AND HARTSWATER

PRICING DATA

INDEX		
Section	Description	Page No
PART C2.1	PRICING INSTRUCITONS	
1.	General	C2.1.1
2.	Pay Items.....	C2.1.1
3.	Quantities	C2.1.2
4.	Rates	C2.1.3
5.	Payments	C2.1.5
PART C2.2	SCHEDULE OF QUANTITIES	C2.2.1

END OF SECTION



Phokwane Local Municipality

RESEAL OF ROADS IN VALSPAN, PAMPIERSTAD AND HARTSWATER

PRICING INSTRUCTIONS

1. GENERAL

These pricing instructions provide the Tenderer with guidelines and requirements with regard to the completion of the Schedule of Quantities. These pricing instructions also describe the criteria and assumptions which will be assumed in the Contract to have been taken into account by the Tenderer when developing his prices.

The Schedule of Quantities shall be read with all the documents which form part of this Contract.

The following words have the meaning hereby assigned to them:

Unit	: The Unit of measurement for each item of work in terms of the Scope of Work.
Quantity	: The number of units for each item.
Rate	: The payment per unit of work at which the tenderer tenders to do the work.
Amount	: The product of the quantity and the rate tendered for an item.
Lump sum (L.Sum)	: An amount tendered for an item, the extend of which is described in the Pricing Instructions, Schedule of Quantities or the Scope of Work but the quantity of work of which is not measured in any units.

2. PAY ITEMS

The Schedule of Rates has been drawn up generally in accordance with the relevant provisions of the Standard Specifications for Road and Bridge Works for State Road Authorities.

The Schedule of Rates has been drawn up in accordance with the South African Standard System for measuring building work. (6th edition – revised February 1999). The items in the Schedule are to be read and priced in conjunction with and the descriptions regarded as amplified by the Model Preambles for Trades as recommended and published by the Association of South African Quantity Surveyors, 1999 edition, and no claim arising from brevity of description of items fully described in the said Model Preambles for Trades will be entertained.

The short descriptions of the items in the Schedule of Rates are for identification purposes only and the measurement and payment clause of the Standard Specifications and the Particular Specifications, read together with the relevant clauses of the amendments and additions



contained in the Project Specification and directives on the drawings, that set out what ancillary or associated work and activities are included in the rates for the operations specified.

The item numbers appearing in the Schedule of Rates refer to the corresponding item numbers in the Standard Specifications. Item numbers prefixed by the letters PS refer to items of payment described in Part B amendments to the standard specification.

The units of measurement described in the Schedule of Quantities are metric units. Abbreviations used in the Schedule of Quantities are as follows:

mm	=	millimetre	h	=	hour
m	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1000kg)
m ²	=	square metre	No.	=	number
m ² .pass	=	square metre pass	sum	=	lump sum
ha	=	hectare	MN	=	meganewton
m ³	=	cubic metre	MN.m	=	meganewton-metre
m ³ .km	=	cubic metre-kilometre	PC sum	=	Prime Cost Sum
l	=	litre	Prov sum	=	Provisional sum
kl	=	kilolitre	%	=	per cent
MPa	=	megapascal	kW	=	kilowatt
Pa	=	kilopascal	wt	=	wall thickness
w/day	=	workday	dia	=	diameter
BH	=	borehole	R/only	=	rate only

3. QUANTITIES

- 3.1 The quantities given in the Schedule of Rates are for the evaluation of the tender only (Rates only contract for three years) and is not an indication of the actual quantities that may be required for the contract. Quantities will be measure during the execution of the work. The quantities finally accepted and certified for payment and not the quantities given in the schedule of rates, shall be used to determine payments to the Contractor. The Contractor shall obtain the Employer's Agent's detailed instructions for all work before ordering any materials or executing work or making arrangements for it. The quantities of material or work stated in the Schedule of Rates shall not be regarded as authorisation for the Contractor to order material or to execute work.
- 3.2 The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Schedule of Rates and in accordance with the General and Special Conditions of Contract, the Standard Specifications and Project Specifications and the Drawings. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.



- 3.3 The validity of the contract will in no way be affected by differences between the quantities in the Schedule of Rates and the quantities finally certified for payment.

4. RATES

- 4.1 The prices and rates to be inserted in the Schedule of Rates are to be full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.

- 4.2 A price or rate is to be entered against each item in the Schedule of Rates, whether the quantities are stated or not. An item against which no price is entered or where a word or phrase such as "included" or "provided elsewhere" will be accepted as a rate of nil (R0,00) having been entered against such items and covered by the other prices or rates in the schedule.

Any work executed to which such a pay item applies, shall be measured under the appropriate items in the Schedule of Rates and valued at a rate of nil (R0,00). The rate of nil shall be valid irrespective of any change in the quantities during the execution of the Contract.

- 4.3 The Tenderer shall fill in a rate against all items where the words "rate only" appears in the amount column. The intention is that, although no work is foreseen under such item and no quantities are consequently given in the quantity column, the tendered rate shall apply should work under this item be actually required. "Rate Only" items have been included where:

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

- 4.4 Except where rates only are required, the Tenderer shall insert all amounts to be included in his total tendered price in the "Amount" column and show the corresponding total tendered price.

- 4.5 The Tenderer shall not group together a number of items and tender one rate for such group of items.

- 4.6 All rates and sums of money quoted in the Schedule of Rates shall be in Rands and whole cents. Fractions of a cent shall be discarded.

- 4.7 All prices and rates entered in the Schedule of Rates must be **excluding Value Added Tax (VAT)**. VAT will be added last on the summary page of the Schedule of Rates.



-
- 4.8 Should excessively high unit prices be tendered, such prices may be of sufficient importance to warrant rejection of a tender by the Employer.
- 4.9 Reasonable compensation will be established where no payment item appears in respect or work required in terms of the Contract which is not covered in any other pay item.
- 4.10 Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly with a single line. The correct figures must be entered above or adjacent to the crossed-out entry, and the alteration must be initialled by the Tenderer.
- 4.11 Arithmetical errors found in the Schedule of Rates shall be dealt with as set out in the Tender Data.
- 4.12 Where the Contractor is required to furnish detailed drawings and designs or other information in terms of the Contract Documents, all costs thereof shall be deemed to have been provided for and included in the unit rates and sum amounts tendered for the items scheduled in the Schedule of Quantities, and separate additional payments will not be made.
- 4.13 In order to ensure that payments certified by the Employer's Agent are reasonably consistent with the market value of the work done, and that variations in quantities do not distort the contract valuation, the rates, prices and amounts tendered in the Schedule of quantities are required to be in balance.

A tender will be considered out of balance if:

- (i) the combined, extended total tendered for Section 1300: Contractors Establishment on Site and General Obligations (Fixed-, value- and time-related obligations) charges exceeds a maximum of 15% of the Tender Sum (excluding contingencies, escalation and VAT).
 - (ii) the rates, prices or amounts tendered for any other items differ by more than 20 (twenty) percent from either the next highest or next lowest rates, prices or amounts tendered, or else from the latest departmental estimates.
- 4.14 Any such unbalanced tender may be rejected if, after seven (7) days of having been given written notice by the Employer to adjust those rates or lump sums which are unreasonable or out of balance, the Tenderer fails to make the necessary satisfactory adjustments. These adjustments in rectification will be such that increases are balanced by decreases, leaving the tender sum unchanged.



5 PAYMENTS

- 5.1 Unless otherwise specified in the Specifications and Project Specifications, progress payments in Interim Certificates, referred to in Clause 6.10.1 of the General Conditions of Contract 2015, in respect of "sum" items in the Schedule of Rates shall be by means of interim progress instalments assessed by the Employer's Agent and based on the measure in which the work actually carried out, relates to the extent of the work to be done by the Contractor.

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

The nett measurements or mass of the finished work in place shall be taken for payment, and any quantity of work in excess of that prescribed shall be excluded.

END OF SECTION

1200 - GENERAL REQUIREMENTS AND PROVISIONS

Item	Description	Unit	Quantity	Rate	Amount R
	1200 - GENERAL REQUIREMENTS AND PROVISIONS				
12.01	Protection, removal, realignment and replacement of services				
	(a) Utility services	PC sum	1.0		50 000
	(b) Contractor's handling costs, profit and all other charges in respect of Subitems B12.01(a)	%	50 000.00		
12.02	Community liason and community relations				
	(a) Public Liaison Officer salary	PC sum	6.0		180 000
	(b) Handling cost and profit in respect subitem B12.02(a)	%	30 000.0		
12.04	(a) Provision for Engineer's disbursements / designs	PC sum	1.0		250 000
	(b) Handling cost and profit in respect subitem B12.04(a)	%	250 000.00		
Total Carried Forward To Summary					

1300 - CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS

Item	Description	Unit	Quantity	Rate	Amount R
13.01	1300 - CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS				
	The Contractor's general obligations:				
	(a)Fixed obligations	lump sum	1.0		
	(b)Value-related obligations	lump sum	1.0		
	(c)Time-related obligations	month	6.0		
13/PS2.5	Providing, erecting and maintaining contract information boards complete as per drawings	No	2.0		
13/PS3.1	Location and protection of existing services:				
	(a)Provision of detecting devices for:				
	.01 in road ways	lump sum	1.0		
	.02 Electrical and other cables	lump sum	1.0		
	(b) Hand excavation necessary for locating and exposing existing services in all material				
	.01in road ways	m³	20.0		
	.02In all other areas	m³	20.0		
13/PS10	i) Compliance with the OHS Act	lump sum	1.0		
	ii) Health & Safety representative	month	6.0		
13/PS12	i) Compliance with the Enviromental Management Plan	lump sum	1.0		
	ii) Enviromental Management Plan representative	month	6.0		
Total Carried Forward To Summary					

1500 - ACCOMMODATION OF TRAFFIC

Item	Description	Unit	Quantity	Rate	Amount R
15.01/PS11	1500 - ACCOMMODATION OF TRAFFIC Accommodating traffic and maintaining temporary deviations	km	2.5		
15.03	Temporary traffic-control facilities:				
	(a) Flagmen	man-day	35.0		
	(b) Portable STOP and GO-RY signs	No	2.0		
	(e) Road signs, R- and TR-series, (size indicated)	No	2.0		
	(f) Road signs, TW-series, (size indicated)	No	2.0		
	(g) Road signs, STW-, DTG-, TGS- and TG- series (excluding delineators and barricades)	m ²	4.0		
	(h) Delineators (DTG50J),				
	(i) Single	No	60.0		
	(ii) Mounted back to back	No	60.0		
	(i) Movable barricade/road sign combination	No	2.0		
15.06	Watering of Temporary Deviations	kℓ	100.0		
15.07	Blading by road grader of deviations	km-pass	5.0		
Total Carried Forward To Summary					

Item	Description	Unit	Quantity	Rate	Amount R
	1700 - CLEARING AND GRUBBING				
17.01	Clearing and grubbing	ha	1.25		
17.02	Removal and grubbing of large trees and tree stumps:				
	(a) Girth exceeding 1 m up to and including 2 m	No	2.0		
	(b) Girth exceeding 2 m up to and including 3 m	No	2.0		
17.03	Reclearing of surfaces (on the written instructions of the Engineer only)	ha	1.0		
17.04	Clearing and grubbing at inlets and outlets of hydraulic structures	m ²	10.0		
17.05	Cleaning out of hydraulic structures:				
	(a) Pipes with an internal diameter up to and including 750 mm	m ³	10.0		
	(c) Box culverts up to and including 1,5 m vertical dimension	m ³	10.0		
Total Carried Forward To Summary					

Item	Description	Unit	Quantity	Rate	Amount R
21.01	2100 - DRAINS Excavation for open drains: following depth ranges below the surface (i) 0 m up to 1,5 m	m³	150.0		
	(b) Extra over subitem 21.01(a) for excavation in hard material, irrespective of depth	m³	50.0		
21.02	Clearing and shaping existing open drains	m³	10.0		
Total Carried Forward To Summary					

2300 - CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, CONCRETE LININGS FOR OPEN DRAINS AND CONCRETE BLOCK PAVING

Item	Description	Unit	Quantity	Rate	Amount R
23.01	2300 - CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, CONCRETE LININGS FOR OPEN DRAINS AND CONCRETE BLOCK PAVING Concrete kerbing:				
	(a)(i) Prefabricated mountable kerb, SABS 927 fig 8, as shown on the Drawings	m	100.0		
	(b)(i) 300 mm x 150 mm cast in situ class 20/19 concrete edge beam, as shown on the Drawings	m	100.0		
23.04	Cast in Situ Concrete Chutes, inlet and outlet structures				
	(a) Concrete class 25/19	m ³	50.0		
	(b) Formwork - rough to vertical surfaces not exceeding 1,5m high	m ²	50.0		
23.07	Trimming of excavations for Concrete Lined Drains				
	(a) In soft material	m ²	40.0		
	(b) In hard material	m ²	40.0		
23.08	Concrete lining for open drains				
	(a) Cast in-situ concrete Class 25/19	m ³	20.0		
	(b) Class U2 surface finish to cast in-situ concrete	m ²	100.0		
23.1	Joints in Concrete Linings of Open Drains				
	(a) Joints formed by 10mm soft board 100mm deep	m	50.0		
23.11	Concrete block paving including 20mm river sand				
	(a) 60mm	m ²	1 000.0		
	(b) 80mm	m ²	1 000.0		
Total Carried Forward To Summary					

Item	Description	Unit	Quantity	Rate	Amount R
	3300 - MASS EARTHWORKS				
33.04	Cut to spoil, including free-haul up to 0.5 km material obtained from:				
	(a) Soft excavation	m³	1 000.0		
	(b) Intermediate excavation	m³	500.0		
	(c) Hard excavation	m³	100.0		
33.09	Material bladed to windrow	m³	100.0		
33.1	Roadbed preparation and the compaction of material:				
	(a) Compaction to 90% of modified AASHTO density	m³	1 500.0		
16.01	Extra over item 33.04 for haul up to 1,0km	m³	200.0		
Total Carried Forward To Summary					

3400 - PAVEMENT LAYERS OF GRAVEL MATERIAL

Item	Description	Unit	Quantity	Rate	Amount R
34	3400 - PAVEMENT LAYERS OF GRAVEL MATERIAL				
34.01	Pavement layers constructed from gravel taken from cut or borrow, including free haul up to 1,0 km				
	(c) Gravel subbase (unstabilized gravel) compacted to:				
	(1) 95% of modified AASHTO density (150mm)	m³	750.0		
	(d) Gravel subbase (chemically stabilized material) compacted to:				
	(1) 95% of modified AASHTO density (150mm)	m³	750.0		
	(e) Gravel base (unstabilized gravel) compacted to:				
	(1) 98% of modified AASHTO density (150mm)	m³	750.0		
	(f) Gravel base (chemically stabilized material) compacted to:				
	(1) 97% of modified AASHTO density (150mm)	m³	750.0		
	(g) Gravel shoulder compacted to:				
	(1) 93% of modified AASHTO density (150mm)	m³	400.0		
	(h) Gravel wearing course compacted to:				
	(2) 95% of modified AASHTO density (150mm)	m³	600.0		
34.02	Extra over item 34.01 for excavation of material in:				
	(a) Intermediate excavation	m³	200.0		
	(b) Hard excavation	m³	50.0		
34.03	Pavement layers constructed from gravel obtained from existing pavement layers:				
	(h) Gravel base (unstabilized gravel) compacted to 98% of modified AASHTO density (unstabilized gravel), using:				
	(1) Non-cemented material(150mm)	m³	500.0		
	In situ reconstruction of existing pavement layers as:				
	(d) Gravel subbase (unstabilized material) compacted to 97% of modified AASHTO density, using:				
	(1) Non-cemented material (150mm)	m³	500.0		
	(g) Gravel base compacted to 98% of modified AASHTO density (unstabilized gravel), using:				
	(1) Non-cemented material (150mm)	m³	500.0		
	(i) Gravel base compacted to 97% of modified AASHTO density (chemically stabilized material), using:				
	(2) Cemented material (150mm)	m³	500.0		
34.05	Extra over subitems 34.03 for the construction of gravel pavement layers from recovered pavement layers from recovered pavement material mixed with existing bituminous surfacing material	m³	500.0		
34.08	Extra over item 34.03 for excavating material in existing pavement layers in restricted:				
Total Carried Forward					

3400 - PAVEMENT LAYERS OF GRAVEL MATERIAL

Item	Description	Unit	Quantity	Rate	Amount R
Brought Forward					
	(a) Non-cemented material	m³	500.0		
	(b) Cemented material	m³	500.0		
34.11	Watering the pavement excavation floor	kℓ	100.0		
34.12	(a) Vibratory rollers	m²-pass	1 200.0		
Total Carried Forward To Summary					

Item	Description	Unit	Quantity	Rate	Amount R
3500	3500 - STABILISATION				
35.01	Chemical stabilisation of 150m thick layer extra over unstabilised compacted subbase layers	m³	500.0		
35.02	Chemical stabilisation				
	(a) Cement, CEM II (A-L) 32,5	t	10.0		
	(e) Unslaked lime (dry)	t	10.0		
Total Carried Forward To Summary					

3800 - BREAKING UP EXISTING PAVEMENT LAYERS

Item	Description	Unit	Quantity	Rate	Amount R
3800	3800 - BREAKING UP EXISTING PAVEMENT LAYERS				
38.02	Milling out existing bituminous material with an average milling depth:				
	(a) Not exceeding 30mm	m³	50.0		
	(b) Exceeding 30mm but not exceeding 60mm	m³	100.0		
	(c) Exceeding 60mm	m³	50.0		
38.08	Sawing or cutting asphalt or cemented pavement layers:				
	(a) Sawing asphalt	m²	50.0		
	(b) Cutting asphalt	m	100.0		
38.09	Removing the remaining asphalt from the underlying layer	m²	200.0		
38.1	Preparing stockpile sites	m²	500.0		
38.13	Drilling holes				
	(a) In asphalt	No	10.0		
38.14	Providing milling machine on site with minimum cutting width of 2m	No	3.0		
38.15	Moving milling machine (2m) on site for a distance exceeding 1.0 km	No	10.0		
Total Carried Forward To Summary					

3900 - PATCHING AND REPAIRING OF EDGE BREAKS

Item	Description	Unit	Quantity	Rate	Amount R
3900	3900 - PATCHING AND REPAIRING OF EDGE BREAKS				
B39.02	Excavation in existing pavements for patching in:				
	(c) All material types	m ³	100.0		
B39.04	Compacting the floor of excavations for patching	m ²	1 000.0		
Total Carried Forward To Summary					

Item	Description	Unit	Quantity	Rate	Amount R
41.01	4100 - PRIME COAT Prime coat:				
	(c) MC-30 cut-back bitumen	litre	1 000.0		
	(e) Inverted bitumen emulsion	litre	1 000.0		
41.02	Aggregate for blinding	m²	150.0		
Total Carried Forward To Summary					

4600 - BITUMINOUS SINGLE SEAL WITH SLURRY 4600 - (CAPE SEAL)

Item	Description	Unit	Quantity	Rate	Amount R
4600	4600 - BITUMINOUS SINGLE SEAL WITH SLURRY 4600 - (CAPE SEAL)				
46.02	Bituminous single seal with 13,2mm aggregate with S-E1 binder at 1,2l/m2 (Hot) and slurry	m ²	7 500.0		
46.03	Bituminous binder (S-E1) variations:	litre	1 000.0		
46.04	Aggregate variations:				
	(a) 13,2mm nominal sized aggregate	m ³	5.0		
46.05	Variation in the application rate of slurry	m ³	10.0		
Total Carried Forward To Summary					

4800 - TREATMENT OF EXISTING SURFACE EXHIBITING CERTAIN DEFECTS

Item	Description	Unit	Quantity	Rate	Amount R
4800	4800 - TREATMENT OF EXISTING SURFACE EXHIBITING CERTAIN DEFECTS				
48.01	Treatment with diluted bituminous emulsion (fog spray)				
	(a) 30% bitumen emulsion	litre	7 500.0		
	(d) 60% bitumen emulsion	litre	4 000.0		
48.03	Slurry seal:				
	(d) Slurry seal by hand	t	10.0		
	(e) Slurry seal applied by spreader box	t	1.0		
48.05	Repairing edge breaks in surfacing				
	(a) Tack coat using 30% bitumen emulsion	litre	200.0		
	(b) Reconstruction of edges using medium continuously graded asphalt	t	10.0		
48.06	Cleaning of cracks with compressed air	km	1.0		
48.07	Applying bituminous binders and herbicides for sealing cracks:				
	(a) Herbicide	litre	50.0		
	(b) MSP/1 or similar primer	litre	100.0		
	(c) Anionic stable-grade emulsion mixed with synthetic modifiers	litre	100.0		
	(d) Hot bitumen rubber	litre	150.0		
48.09	Rolling cracks	m	1 000.0		
48.1	Planing	m ²	200.0		
Total Carried Forward To Summary					

Item	Description	Unit	Quantity	Rate	Amount R
56.01	<p>5600 - ROAD SIGNS</p> <p>Road sign boards with painted or coloured semi-matt background. Symbols, lettering and borders in semi-matt black or Class I retro-reflective material, where the sign board is constructed from:</p> <p>(c) Prepainted galvanized steel plate (chromadek or approved equivalent):</p> <p>(i)Area not exceeding 2 m²</p> <p>(b)Lettering, symbols, numbers, arrows, emblems and borders of retro-reflective material:</p> <p>(i)Class II</p>	m ²	5.0		
56.03	<p>Road sign supports (overhead road sign structures excluded):</p> <p>(a)Steel tubing</p>	t	1.0		
56.05	Excavation and backfilling for road sign supports (not applicable to kilometre posts)	m ³	5.0		
56.06	Extra over item 56.05 for cement-treated soil backfill	m ³	5.0		
56.07	Extra over item 56.05 for rock excavation	m ³	5.0		
Total Carried Forward To Summary					

Item	Description	Unit	Quantity	Rate	Amount R
57.01	5700 - ROAD MARKINGS Road-marking paint: (a)White lines (broken or unbroken): (i)100 mm wide (iii)300 mm wide (b)Yellow lines (broken or unbroken): (i)100 mm wide (d)White lettering and symbols	km km km m ²	2.0 2.0 2.0 10.0		
57.04	Variations in rate of application: (a)White paint (b)Yellow paint	litre litre	50.0 50.0		
57.06	Setting out and premarking the lines (excluding traffic-island markings, lettering and symbols)	km	2.0		
57.07	Re-establishing the painting unit at the end of the maintenance period	No	1.0		
Total Carried Forward To Summary					

5900 - FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS

Item	Description	Unit	Quantity	Rate	Amount R
59.01	5900 - FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS Finishing the road and road reserve: (a) Single-carriageway road	km	2.5		
Total Carried Forward To Summary					

8100 - TESTING MATERIALS AND WORKMANSHIP

Item	Description	Unit	Quantity	Rate	Amount R
8100	8100 - TESTING MATERIALS AND WORKMANSHIP				
81.02	Other special tests requested by the engineer	Prov sum	1.0		35 000
Total Carried Forward To Summary					

Item	Description	Unit	Quantity	Rate	Amount R
PA05.01	PA1000 - SLURRY BOUND MACADAM Slurry-bound Macadam surfacing layer constructed from crushed stone aggregate obtained from commercial sources, including the slurry (14mm stone)				
	(a) 30mm layer thickness	m³	550.0		
PA05.02	Slurry variation for slurry-bound Macadam surfacing layer	m³	25.0		
PA05.03	Final slurry using 60% emulsion binder	m³	95.0		
PA05.04	Binder variation:				
	(a) 60% Emulsion in slurry-bound Macadam	litre	500.0		
	(b) 60% Emulsion in final slurry seal	litre	125.0		
Total Carried Forward To Summary					



SUMMARY OF SCHEDULES

SECTION No.	DESCRIPTION	AMOUNT R
1200	GENERAL REQUIREMENTS AND PROVISIONS	
1300	CONTRACTOR'S ESTABLISHMENT ON SITE	
1400	HOUSING, OFFICES AND LABORATORIES	
1500	ACCOMMODATION OF TRAFFIC	
1700	CLEARING AND GRUBBING	
2100	DRAINS	
2300	CONCRETE KERBING	
2300	CONCRETE KERBING	
3300	MASS EARTHWORKS	
3400	PAVEMENT LAYERS OF GRAVEL	
3500	STABILIZATION	
3600	CRUSHED STONE BASE	
3800	BREAKING UP EXISTING PAVEMENT LAYERS	
3900	PATCHING AND REPAIRING OF EDGE BREAKS	
4100	PRIME COAT	
3500	STABILIZATION	
4600	BITUMINOUS SINGLE SEAL WITH SLURRY (CAPE SEAL)	
4800	TREATMENT OF EXISTING SURFACE EXHIBITING CERTAIN DEFECTS	
5600	ROAD SIGNS	
5700	ROAD MARKINGS	
5900	FINISHING IN ROAD AND ROAD RESERVES	
8100	TESTING MATERIALS AND WORKMANSHIP	
PA1000	SLURRY BOUND MACADAM	
	TOTAL	

END OF SECTION



Phokwane Local Municipality

RESEAL OF ROADS IN VALSPAN, PAMPIERSTAD AND HARTSWATER

SCOPE OF WORKS

INDEX

Section	Description	Page No
Section C3.1	Description of the Works.....	C3.1.1
Section C3.1.1	Employer's Objectives.....	C3.1.1
Section C3.1.2	Overview of the Works	C3.1.1
Section C3.1.2	Extend of the Works.....	C3.1.2
Section C3.1.4	Location of the Works	C3.1.2
Section C3.2	Engineering	C3.2.1
Section C3.2.1	Employer's Design.....	C3.2.1
Section C3.2.2	Drawings	C3.2.1
Section C3.3	Procurement.....	C3.3
Section C3.3.1	Reconstruction and Development Project	C3.3.1
Section C3.4	Construction.....	C3.4.1
Section C3.4.1	Standard Specifications	C3.4.1.1
Section C3.4.2	Variations and Additions to Standard and Particular Specifications.....	C3.4.2.1
Section C3.5	Management	C3.5.1
Section C3.5.1	Management of the Works.....	C3.5.1
Section C3.5.2	Occupational Health and Safety Specification.....	C3.5.2 OHS.1

END OF SECTION



Phokwane Local Municipality

RESEAL OF ROADS IN VALSPAN, PAMPIERSTAD AND HARTSWATER

SCOPE OF WORKS

SECTION C3.1: DESCRIPTION OF WORKS

C3.1.1 EMPLOYERS OBJECTIVES

Bids are invited for the resealing and rehabilitation of paved and gravel roads and the execution of associated civil engineering works. Prospective tenderers must take note of the fact that the contract will be executed on the basis of a "Schedule of Rates" contract.

C3.1.2 OVERVIEW OF THE WORKS

This contract comprises of resealing and / or rehabilitation of paved and gravel roads or sections of roads as identified by the Employer. Details of the Works are included in Clause C3.1.3 hereof. The works will be executed by means of "labour intensive" construction methods. "Mechanical" methods will only apply to sections / processes of the works where the use of labour is not possible or not safe and accordingly agreed to by the Employer.

The works to be executed under this contract consists of the following:

- (i) The repairing of bituminous roads and replacing of failed base layers with BTB (Macadam seal).
- (ii) The re-surfacing of surfaced roads.
- (iii) Rehabilitation of existing dirt/gravel roads, which will include layer works.
- (iv) Cleaning of appurtenant storm water management structures.

C3.1.3 EXTEND OF THE WORKS

The work required to be done consists of, but is not limited to the following:

- (i) Establishment of the Contractor's camp where work is to be carried out.
- (ii) Setting out of the works (where necessary) as per works instruction.
- (iii) Bituminous Macadam Resealing.

Resealing will be done on existing surfaced roads within Valspan, Pampierstad and Hartswater communities within the Phokwane municipal area.

The nature of the resealing will consist mainly of the following:



- * Rehabilitation - ,
 - * Maintenance - &
 - * Preventative actions.
 - * Structural failures
 - * Mechanical damages to the road surface
- (iv) Rehabilitation of existing dirt/gravel roads will consist mainly of the following:
- * Repair of damaged pavement layers
 - * Re-graveling of roads in poor condition
- (v) Accommodation of traffic to be done in accordance with the South African Road Traffic Signs manual
- (vi) Locating and safe keeping of existing services.

C3.1.4 LOCATION OF THE WORKS

Works under this project are to be executed in the Northern Cape Province, within the Phokwane Local Municipality's area of jurisdiction. The operation area for the project will be within Valspan, Pampierstad and Hartswater communities.

END OF SECTION



Phokwane Local Municipality

RESEAL OF ROADS IN VALSPAN, PAMPIERSTAD AND HARTSWATER

SCOPE OF WORKS

SECTION C3.2: ENGINEERING

C3.2.1 EMPLOYERS DESIGN

The permanent works included in this contract has been designed by the Employer unless otherwise stated. The detail of the works is indicated by information provided by the Employer. The Tenderer may submit alternative offers for designs prepared by himself subject to the conditions specified in Clause 2.12 of Section T1.3 of the Standard Conditions of Tender.

C3.2.2 DRAWINGS

Specification and detail drawings as included in this document.

END OF SECTION



Phokwane Local Municipality

RESEAL OF ROADS IN VALSPAN, PAMPIERSTAD AND HARTSWATER

SCOPE OF WORKS

C3.3 PROCUREMENT

C3.3.1 Procurement Principles

The Employer decided to adopt the Standard of Uniformity in Construction Procurement published by the Construction Industry Development Board (CIDB) for his procurement process.

The Standard for Uniformity in Construction Procurement establishes minimum requirements that:

- promote cost efficiencies through the adoption of a uniform structure for procurement documents, standard component documents and generic solicitation procedures;
- provide transparent, fair and equitable procurement methods and procedures in critical areas in the solicitation process;
- ensure that the forms of contract that are used are fair and equitable for all the parties to a contract; and
- enable risk, responsibilities and obligations to be clearly identified.

END OF SECTION



Phokwane Local Municipality

RESEAL OF ROADS IN VALSPAN, PAMPIERSTAD AND HARTSWATER

CONSTRUCTION

INDEX

Section	Description	Page No
	Standard Specifications	
Section C3.4.1	Standard Specifications	C3.4.1.1
Section C3.4.2	Project Specifications	C3.4.2.1

END OF SECTION



Phokwane Local Municipality

RESEAL OF ROADS IN VALSPAN, PAMPIERSTAD AND HARTSWATER

SECTION C3.4: CONSTRUCTION

C3.4.1 STANDARD SPECIFICATIONS

The standard specifications on which this contract is based are The COLTO Standard Specifications for Road and Bridge Works 1998, issued by the Committee of Land Transport Officials which the tenderer must procure.

The standard specification is obtainable from:

SAICE

Postnet Suite 81

Private Bag X65

Halfway House

1685

Tel: (011) 805 5947/8

e-mail: civilinfo@saice.org.za



Phokwane Local Municipality

RESEAL OF ROADS IN VALSPAN, PAMPIERSTAD AND HARTSWATER

CONSTRUCTION

INDEX

Section	Description	Page No
Section C3.4.2	Project Specifications	C3.4.2.1
Part A	The Works.....	C3.4.2.2
PS 1:	SITE FACILITIES AVAILABLE	C3.4.2.1
PS 2:	SITE FACILITIES REQUIRED.....	C3.4.2.2
PS 3:	FEATURES REQUIRING SPECIAL ATTENTION	C3.4.2.3
PS 4:	INSPECTIONS	C3.4.2.4
PS 5:	SITE MAINTENANCE	C3.4.2.4
PS 6:	DRAWINGS (IF REQUIRED)	C3.4.2.4
PS 7:	SPOIL MATERIAL	C3.4.2.5
PS 8:	FREE-HAUL DISTANCE	C3.4.2.5
PS 9:	PAYMENT	C3.4.2.5
PS 10:	HEALTH AND SAFETY.....	C3.4.2.6
PS 11:	REQUIREMENTS FOR ACCOMMODATION OF TRAFFIC	C3.4.2.7
PS 12:	MANAGEMENT OF THE ENVIRONMENT	C3.4.2.8
PS 13:	USE OF DEFECTIVE WORKS	C3.4.2.10
PS 14	USE OF LOCAL SUB-CONTRACTORS AND LOCAL LABOUR.....	C3.4.2.10



Phokwane Local Municipality

RESEAL OF ROADS IN VALSPAN, PAMPIERSTAD AND HARTSWATER

SECTION C3.4: CONSTRUCTION

C3.4.2 PROJECT SPECIFICATIONS

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

Part A contains a general description of the works, the site and the requirements to be met.
Part B contains variations, amendments and additions to the Standardized Specifications and, if applicable, the Particular Specifications.

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

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



PART A: THE WORKS

PS 1: SITE FACILITIES AVAILABLE

PS 1.1 Services

No power or water is available on site. Arrangements for the supply thereof must be made with the Municipality. The Contractor must arrange for the obtaining, transporting and distribution of water and electricity required for construction and other purposes.

Only water and power sources approved by the Employer's Agent may be used. No direct payment will be made for the obtaining, transporting and distribution of water and electricity and will be assumed that these costs have been included in the Contractors item prices where such are to be used.

PS 1.2 Contractor's Camp

The Contractor will be responsible to secure his own suitable site for establishment in the vicinity of the works. The Contractor should liaise with all the relevant departments of the Employer in this regard for approval of the camp site and stock pile areas.

Suitable storage sites for seal stone and slurry aggregate within the Municipal Area shall be agreed with the City Engineer. Generally, the area will be allocated to a site as close as possible to the Works. The tendered tariffs will not in any way be affected by the distance between the stockpile and the work site. Prospective Tenderers can ascertain the locations of possible storage sites before the close of the tender. This is considered an act of goodwill and if not available the Contractor will make his own provisions in this regard.

The Contractor will undertake to effect adequate environmental control. The criteria for this will be laid down by the Medical Health Officer of the authority and shall be strictly adhered to by the Contractor. It will be the responsibility of the Contractor to ascertain the requirements in question. No additional payment shall be made in this regard.

The Contractor shall make his own arrangements concerning the supply of electrical power and all other services required for the execution of the Works. No direct payment will be made for the provision of services for construction and other purposes 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 shall be responsible for the security of his personnel and constructional plant on and around the site of the works and for the security of his camp, and no claims in this regard will be considered by the Employer.



PS 2 : SITE FACILITIES REQUIRED

PS 2.1 Sanitary Facilities

The Contractor is to make his own arrangements for sanitary facilities at his own cost.

Alternatively, the Contractor shall provide portable chemical latrines. All latrines must, for the duration of the contract, be kept in a clean and hygienic condition to the satisfaction of the Employer's Agent. Sufficient facilities on site shall be provided for the contractor's employees in compliance with the regulations of the local health department and in terms of the Construction Regulations 2014.

PS 2.2 Employer's Agent's Office

A facility for the Employer's Agent will be made available on site for the duration of the project at the site offices of the contractor. The facility should be able to host a maximum of 20 persons for the monthly site meetings.

PS 2.3 Solid Waste Disposals

The Contractor will make arrangements for the removal of waste at regular intervals to an approved waste disposal site.

PS 2.4 Waste Water Control

Wastewater may not be disposed of directly into the ground or watercourses. Liquid that is removed from the site must be disposed of into the municipal sewerage reticulation.

All runoff from fuel depots, workshops and truck washing areas and wash water from concreting vehicles and other equipment shall be collected and directed to a settling dam, HDPE lined, 10m x 4m x 1m deep. Lining to be HI-DRILINE 400 (400 microns) with joints sealed using the HYPERFLEX jointing system. The overflow pipe is to be connected to a temporary 160mm diameter uPVC pipe with discharge to a suitable water course.

PS 2.5 Contract Sign Boards

Two contract sign boards will be supplied and installed by the contractor.

PS 2.6 Site Diary

The Contractor shall supply, at his own expense, an A4 size triplicate book which shall be kept by him. Each day's activities shall be filled in by the Contractor Day by day and the book handed to the Employer's Agent for signature once a week. It shall be available to the Employer's Agent at all times. The work progress and record of plant and labour shall be entered on a daily basis. The original shall be kept by the Contractor, the first copy is to be forwarded to the office of the Employer's Agent and the second copy shall remain in the book.



Employer's Agent's version of the entries that have been lost will be assumed correct and binding. If the Contractor should lose the book, it will be considered a grave offence on his part. In such case the Employer's Agent's version of the entries that have been lost will be assumed correct and binding.

PS 2.7 Site Instruction Book

The Contractor shall supply, at his own expense an A4 size triplicate book which shall be kept in the site office. All correspondence between the Employer's Agent's and Contractor's site staff shall be entered into this book, and each entry signed and dated by both parties. It shall be available from the first day of the contract and at all times be accessible to the Employer's Agent.

The original shall be issued to the Contractor, the first copy is to be forwarded to the office of the Employer's Agent and the second copy shall remain in the book. Employer's Agent's version of the entries that have been lost will be assumed correct and binding. If the Contractor should lose the book it will be considered a grave offence on his part. In such case the Employer's Agent's version of the entries that have been lost will be assumed correct and binding.

PS 2.8 Dust Control

The Contractor shall apply water using a water tanker at regular intervals to access and construction roads where dust is causing a nuisance. The application rate should be sufficient to keep the routes dust free during the movement of construction equipment.

PS 2.9 Deliveries and Removal of Material

The Contractor shall ensure that all material delivery and removal vehicles carrying loose material are suitably covered to prevent loss of material. In the case of Sub-contractors supplying or removing materials, the Contractor shall ensure that rated tendered include for suitable covers.

PS 3: FEATURES REQUIRING SPECIAL ATTENTION

PS 3.1 Existing Services

Due to the type of rehabilitation certain infrastructure requirements must be reinstated during construction, e.g. loops at traffic signals.

The contractor shall liaise with the person of which the contract details are provided hereunder. These works will be reinstated immediately upon completion of the rehabilitation actions

The Contractor shall take all reasonable steps to protect any existing works against damage which may arise as a result of his operations on site.



The Contractor shall make himself acquainted with all existing works. Before any excavation is commenced the Contractor shall submit to the owners of such works, plans showing the extent of the proposed excavations together with a project giving approximate dates on which excavations will be commenced, and shall where possible, obtain from the owners' plans showing the position of all existing works.

The Contractor shall be responsible for the proper consolidation of the ground under and around any exposed mains, cables, valves, stopcock boxes and the like. The uncovering of boxes and covers that may become buried during the excavation or refilling operations will be at the expense of the Contractor.

The Contractor shall be held responsible for damage to any existing works and any damage caused, including any claims which may arise as a result there from, shall be borne by the Contractor, unless it is established by the Employer's Agent that the Contractor exercised reasonable care and damage was unavoidable and that the notices were served timorously.

PS 3.4 Bench-Marks and Setting Out

No Bench Marks are provided. Local referencing beacons will have to be established by the contractor when required.

PS 3.5 Publications and Advertising

The Contractor shall not publish, or cause to be published, any papers, articles or information relating to this project, nor permit any advertising mentioning the subject of this Contract, nor display, or permit to be displayed, any advertisements on the Site, or elsewhere, in connection with this Contract, without the prior permission, in writing, of the Employer. The Contractor shall be responsible for the observance of this Clause by his employees and by his Sub-Contractors.

PS 4: INSPECTIONS

Apart from the specific notice called for in the Contract Documents, the Contractor shall give the Employer's Agent 24 hours notice of any work requiring inspection by him. Works inspected and rejected by the Employer's Agent will be re-inspected by the Employer's Agent for compliance with the specifications. The rejection of work inspected by the Employer's Agent will in no way release the Contractor from his contractual obligations under this Contract.

PS 5: SITE MAINTENANCE

During the progress of the work and upon its completion, the Site of the works shall be kept and left in a clean and orderly condition. The Contractor shall at all times store materials and equipment for which he is responsible in an orderly manner and shall keep the Site free from debris and obstruction.

PS 6: DRAWINGS (IF REQUIRED)



The Contractor will be supplied with three paper copies of each of the drawings. These prints will be issued free of charge and any additional copies shall be for the Contractor's account.

Any information in the possession of the Contractor which is necessary for the Employer's Agent's Representative to complete his as-built drawings must be submitted to the Employer's Agent's Representative before a certificate of completion will be issued.

Only figured dimensions shall be used and drawings are not to be scaled unless so instructed by the Employer's Agent. The Employer's Agent will supply any figured dimensions which may have been omitted from the drawings.

The levels given on the structural drawings are subject to confirmation on site and the Contractor shall confirm all levels with the Employer's Agent before commencing any structural construction work. The Contractor shall also check all clearances given on the drawings and shall inform the Employer's Agent of any discrepancies.

PS 7: SPOIL MATERIAL

No indiscriminate spoiling of material will be allowed. All surplus or unsuitable material shall be spoiled in approved areas identified by the Contractor and approved by the Employer.

Excavated material must be removed daily and disposed of. If this requirement is not fulfilled the Employer's Agent or his representative reserves the right to stop the execution of the work until such time as such material has been removed.

PS 8: FREE-HAUL DISTANCE

It is the explicit requirement that all Clauses stating "haul over a free-haul distance of 1,0 km" be changed to "**including unlimited free-haul distance.**" No extra payment will be made for any haul distances. The Contractor is advised to familiarise him / her with conditions and to make provision for unlimited haul distance for all spoil, fill or imported etc. material.

PS 9: PAYMENT

The Contractor shall make application for each payment on the date determined by the Employer of each month supporting his claim by a statement and calculations.

This statement shall consist of one original plus two copies. It shall be in the same form as the Schedule of Quantities with three additional columns to indicate the quantities of work completed the previous certificate, the work currently measured and the quantities of work completed to date, with the applicable rates typed in. A master shall be submitted to the Employer's Agent for approval prior to submission of the first certificate. Provide that any sum due to the Employer may be deducted from any monies held by the Employer and due to the Contractor, payment of the Employer's Agents payment certificates shall be affected within 31 (thirty-one) days of the date of receipt by the Employer.



PS 10: HEALTH AND SAFETY

PS 10.1 General statement

It is a requirement of this contract that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the OHSA 1993 Construction Regulations 2014 issued on 7 February 2014 by the Department of Labour.

For the purpose of this contract the Contractor is required to confirm his status as mandatory and employer in his own right for the execution of the contract by entering into an agreement with the Employer in terms of the Occupational Health and Safety Act in the form as included in section C1.2.4

PS 10.2 Health and Safety Specifications and Plans

(a) Employer's Health and Safety Specification

The Employer's Health and Safety Specification is included in the tender documents in Section C3.5.

(b) Tenderer's Health and Safety Plan

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

- (i) a proper risk assessment of the works, risk items, work methods and procedures in terms of Regulations 7 to 28;
- (ii) pro-active identification of potential hazards and unsafe working conditions;
- (iii) provision of a safe working environment and equipment;
- (iv) statements of methods to ensure the health and safety of subcontractors, employees and visitors to the site, including safety training in hazards and risk areas (*Regulation 5*);
- (v) monitoring health and safety on the site of works on a regular basis, and keeping of records and registers as provided for in the Construction Regulations;
- (vi) details of the Construction Supervisor, the Construction Safety Officers and other competent persons he intends to appoint for the construction works in terms of Regulation 6 and other applicable regulations; and
- (vii) details of methods to ensure that his Health and Safety Plan is carried out effectively in accordance with the Construction Regulations 2014.



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

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

PS 10.3 Cost of compliance with the OHSA Construction Regulations

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

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

PS 11: REQUIREMENTS FOR ACCOMMODATION OF TRAFFIC

PS 11.1 General

The Contractor shall accommodate any pedestrian traffic on the walkways and road past the site, as well as vehicular traffic in the roads.

The existing streets which are currently in use and those that will be affected by the work (construction), shall be constructed in such a manner that all traffic can be safely accommodated along the routes at all times and the Contractor shall keep the Traffic Department of the authorities fully informed with regard to any temporary changes required in a normal traffic flow, and shall obtain their approval for these changes. **The Contractor's tendered rates for the relevant items in the Schedule of Rates shall include full compensation for all the possible cost which may arise from this.**

The Contractor shall nominate a member of his staff as Traffic Safety Officer with specific responsibilities as specified in Clause B1502 of the Project Specifications.

The accommodation of traffic during construction shall be the responsibility of the Contractor. The travelling public has the right of way on public roads and the Contractor must implement suitable approved methods to control the movement of his equipment and vehicles so that they do not endanger the travelling public. All possible precautions must therefore be taken by the Contractor to ensure that all warning signs, channelling devices, barricades and flagmen are in a good condition and implemented effectively. It is a condition of this contract that traffic is accommodated in conjunction with the provisions of the South African Road Traffic Signs Manual, Volume 2, Chapter 13 which is available from



the Director General of Transport, Chief Directorate: National Roads, PO Box 415, Pretoria, 0001.

It is a **definite requirement** that speed restriction signs, R14A; 40km/h must be used at all deviations.

The Contractor may not start with construction activities before adequate provision, in accordance with this document and the South African Road Traffic Signs Manual, Volume 2, Chapter 13 has been made for the accommodation of traffic.

The Employer's Agent has the right to stop the works should the Contractor fail to erect and maintain traffic signs and warning signs, until the Employer's Agent is satisfied that the necessary items have been erected and that the defective items have been repaired or replaced.

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

PS 12: MANAGEMENT OF THE ENVIRONMENT

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

(a) Natural Vegetation

The Contractor shall confine his operation to the limits of the road reserve for the purpose of constructing the works and where applicable detours, shall be sited in consultation with the Employer's Agent and the local communities.

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

(b) Fires

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

(c) Environmental Management Plan



In the event that the Contractor fails to protect the Environmental Management Specifications, included in the Contract Documents, the following penalties will be imposed per incident:

Unauthorized damage or removal of trees	R4 000-00
Failure to keep soil types separate during excavation and backfilling	R1 500-00
Failure to provide adequate portable chemical toilets	R2 000-00
Failure to comply with solid waste disposal requirements	R1 500-00
Failure to clean up litter at the end of each working day	R2 000-00
Failure to comply with dust prevention requirements	R1 000-00
Failure to Contractor and / or materials supplier to cover vehicles	R1 000-00
Failure to comply with noise, light or air pollution requirements	R1 000-00
Spillage of hazardous substances	R1 000-00

The Employer's Agent will notify the Contractor of a breach of specification and supply a time period within which remedial action will need to be carried out. Should the time period elapse, then the penalty will be imposed and the sum deducted from the following month's certificate.

No natural vegetation; trees or crops may be damaged by, the Contractor without the written approval of the Employer's Agent. The contractor must keep the Site neat and free of refuse, etc. to prevent possible damage to crops or live stock.

The Contractor's construction activities shall be performed by methods that will prevent the entrance of, or accidental spillage of solid matter, debris, contaminants and other pollutants and wastes into streams and water-courses. Any dewatering for earthworks or structure foundations adjacent to or encroaching on streams or water-courses shall be conducted in a manner to prevent muddy or contaminated water from entering streams or water-courses by means of the construction of intercepting and bypassing ditches, barriers, ponds and other approved means.

Construction activities shall be performed in a manner to keep dust nuisance to a minimum by means of the application of sufficient water or other efficient measures wherever and as often as may prove necessary.

The cost for complying with the requirements regarding protection of the environment specified above shall be included in the rates tendered in the Schedule of Quantities for the various items of work and not additional payment will be made in this regard. The Employer's Agent will be entitled to retain an amount of money, should a dispute between property owners and the Contractor arise. The balance of this money will be released as soon as the dispute is resolved. Should any of the above-mentioned items not be 'complied with, the Employer's Agent reserves the right to appoint another Contractor to rectify these matters. Costs for this work will be deducted from the payment of the Contractor for this Contract.

In order to reduce and control the release of airborne pollutants, the Contractor shall ensure that:



No fires are lit on site to dispose of waste or for cooking.

All loose materials that could be blown about or into neighbouring properties by wind is secured.

The spraying of formwork oils, paints and other toxic substances is limited to the application area.

The Contractor will be required to submit a Construction Method Statement at the Site handover. Activities having an effect on the environment must be addressed in this Construction Method Statement. A list of possible activities is included below.

Possible activities having an effect on the environment:

Collection, storage and disposal of solid waste.

Protection of indigenous plant species.

Protection of natural water sources from liquid and solid wastes.

Control of noise and dust.

PS 13: USE OF DEFECTIVE WORKS

Should any of the works be found to be not in accordance with the contract, the Employer shall have the right to use such defective works until the Contractor shall have rectified the defect or replaced the defective works with works complying with the Contract, without prejudice to any of the Employer's right under the Contract and without incurring any obligation in respect of the use of the defective works.

PS 14 USE OF LOCAL SUB-CONTRACTORS AND LOCAL LABOUR

The conditions being that as much local labour are used where possible. Special Conditions of Contract which indicate the minimum requirements in terms of employment targets and reporting must be fully complied with. The rates tendered by the contractor will be assumed to have specifically included for these terms.

The contractor will during the period allowed for site establishment directly after the introductory meeting with the community, set up a meeting with the Labour Desk, which meeting must be scheduled prior to the date of physical commencement of the works. The purpose of this meeting will be to maximize the use of local sub-contractors and/or local labour for any task on the project for which local expertise might be available.

To achieve this the contractor shall at the introductory meeting, having completed his preliminary planning for the project, submit to the Chairman of the Labour Desk a list detailing the requirement for possible sub-contractors and/or local labour that could be utilized on the project.

At the first meeting following the introductory meeting referred to in the above paragraph, the Labour Desk will submit the names and details of sub-contractors from the local community complying with the contractor's requirements.



The contractor will during the period of site establishment and before the commencement of any physical work allow for three consecutive meetings with the Labour Desk and local sub-contractors and local labour in order to interview candidates and to negotiate suitable rates. Each meeting must be recorded and an attendance register kept. The contractor must through this exercise prove that he has exhausted all means to maximize the use of local sub-contractors and local labour.

No additional payment will be made for this exercise and deemed included in his rates. The contractor must further allow in his construction project a specific item for this exercise since no construction work will commence prior to completing these. This task may however run concurrent with the time allowed for general site establishment. In programming this task, the contractor must take cognizance of local customs and the speed at which communication in these rural communities takes place. A minimum period of two weeks is recommended for this task, but the contractor must make his own estimate in this regard.

No payment under the above item will be certified by the Employer's Agent unless the minutes of each meeting mentioned above, together with attendance registers, are submitted to the Employer's Agent.

The Employer's Agent or facilitator or duly authorized representative from either the Employer's Agent or the facilitator might attend these meetings as an observer, but will not be involved in any recruitment, wage negotiations or sub-contract price negotiations whatsoever.



PART B: AMENDMENTS TO THE STANDARD SPECIFICATIONS

PROJECT SPECIFICATIONS REFERRING TO THE STANDARD SPECIFICATIONS & ADDITIONAL SPECIFICATIONS

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.

The clauses and payment items in this part of the Project Specifications are preceded by a "B", followed by a number corresponding to the number of the relevant clause or payment item in the Standard Specifications. New clauses and payment items not covered by clauses or payment items in the Standard Specifications and included here are also designated "B", followed by a number. These numbers follow on the last clause or item number used in the relevant section of the Standard Specifications.

Standard Specifications for Road and Bridgework for State Road authorities (1998 edition) is applicable for this contract and can be obtained from SAICE at P.O. Box 93495, YEOVILLE. Telephone number 011 - 487 3813, or fax number 011 - 487 3817. SAICE e-mail: saice@cis.co.za.

General Conditions of Contract for Road and Bridgework for State Road authorities (1998 edition) will be applicable for this contract and can be obtained from SAICE from above-mentioned address



Replace the first paragraph of Clause 1503 with the following:

"The contractor shall provide, erect and maintain the necessary traffic-control devices, road signs, channelization facilities, barricades, warning devices and road markings (hereinafter referred to as traffic-control devices) according to the latest version of the South African Road Traffic Signs Manual, Road works Signing, and remove them when no longer required.

It shall be incumbent upon the contractor to see to it that the above-mentioned traffic control devices are present where required at all times and are functioning properly but, prior to any section of the road which requires the above facilities being opened to traffic, the contractor shall submit his proposals in this connection to the engineer for his information and comment.

It shall be the contractor's responsibility to ensure that temporary traffic devices are positioned in such a way as to minimise restrictions in particular existing at intersections."

Add the following after the second paragraph:

"The contractor must ensure that all traffic-control devices be cleaned on a regular basis with special attention given to retro-reflective road signs.

The provision, re-use and cleaning of all temporary traffic-control devices will not be paid for separately but will be included in pay item B15.01

The Engineer must approve the number of traffic-control devices to be ordered at the beginning of the contract."

Replace the third paragraph with the following:

"The type of construction, spacing and placement of traffic control devices shall be in accordance with latest editions of the South African Road Traffic Signs Manual and the instruction of the engineer. "

B1503 (b): Road signs and barricades

Replace the first paragraph with the following:

"The temporary road signs required in the contract are those in the latest edition of the South African Road Traffic Signs Manual, Road Works Signage, and in conjunction with the approval of the Engineer."

Add to sub clause 1503(b) the following:

"All temporary road signs must be new and on a yellow background as prescribed by the Engineer.



The supply of temporary road signs with portable supports shall include for the effective ballasting thereof in order not to be blown over by the wind or draughts created by passing vehicles."

B1503 (c): Channelization devices and barricades

Delete and replace sub clause 1503(c) with the following:

"Channelization devices shall be delineators. Barricades include barrier lattices or other types as shown on the drawings, and movable barricades.

The use of drums as channelization devices will not be permitted. Only delineator plates attached to stands and other delineation devices approved by the Engineer will be permitted as channelization devices.

Delineators shall:

- (i) utilise yellow retro-reflective material Class 1 grade, in contrast with a black pattern as indicated in SARTSM manual, Roadworks Signing. A minimum contrast ratio of 4 is required,
- (ii) be mounted on a post and base as indicated in the SARTSM manual, Roadworks Signing except if a different mounting is approved by the Engineer,
- (iii) have the lower edge of the delineator plate mounted not higher than 200mm above the road surface,
- (iv) be capable of withstanding gusting winds up to 60 km/h in typical working conditions without filling over; to achieve this the base shall be ballasted by sandbags
- (v) have smooth and rounded edges

No additional payment shall be made for delineators. Payment shall be included in pay item B15.01. The supply of delineators shall include for all mounting details and the provision of sandbags for effective ballasting."

B1503 (e): Warning Devices

Add the following:

"At night warning lights shall be placed at strategic places such as barricades, obstructions, etc. when instructed by the engineer. The warning lights shall be flashing amber lights, the type of which is to be approved by the engineer. It may be necessary to construct a special unit to house the flashing light and power source in such a manner that it is vandal and theft proof. Torch-like flashing lights are not considered adequate. Payment for the abovementioned warning lights will be included under payment item B15.01.



Flagmen shall be used as a warning to traffic where construction and delivery vehicles are entering or leaving the working area and/or where repairs are being carried out to the existing pavement under traffic.

Add the following new sub clauses:

"B1503 (g): Flagmen

The Contractor shall employ sufficient, neat, competent, well trained and diligent flagmen for the duration of this contract.

Flagmen shall be adequately trained in the standard flagging techniques as described in the third edition of Road Signs Note No. 13 Roadworks and the SARTSM manuals, to be provided with conspicuous clothing such as safety jackets utilising retro-reflective and/or fluorescent panels in red, yellow and/or white. Flagmen must have in their possession, at all times, certification that they have attended and passes 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 600mm. The flag shall be attached to a staff approximately 1.0 m in length.

Flagmen shall be placed at positions as specified or as directed by the engineer. This position shall be sufficient distance 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 (short and long term, ramps, bridges and cross roads).

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 will flagmen be permitted to stand within the traffic lane.

In order to obtain the maximum visual impact for the travelling public, flagmen shall stand alone.

B1503 (h): Lane Closures

Work on a carriageway shall be restricted to one side only of that carriageway at any particular point and no work may be carried out simultaneously on the north and southbound directions at a particular chainage.

Each working area shall be introduced by means of a taper in accordance with the details shown in "SARTSM manual – Roadworks Signing". Where a long term or overnight lane closure is necessary, the minimum length of a taper shall be 200 m per lane width or as agreed with the engineer.

The positioning of the tapers shall be such that they are clearly visible to the travelling public.



The sign distance, when measured from an eye height of 1,05 m to an object height of 0.15m at the start of the taper shall not be less than 250 metres. Furthermore, the top of the delineators shall be fully visible from an eye height of 1,05 m for a distance of not less than 500 metres.

Partial closure of a lane will not be permitted.

Traffic will not be permitted to deviate around both sides of a repair area, which is situated in the middle of a carriageway.

The contractor shall patrol all deviations continuously, on a 24-hour basis including nights, weekends and holidays. All damaged or disturbed signs, or other traffic demarcation devices shall be replaced or fixed to meet the specified requirements of this contract as soon as they are disturbed or knocked out of position.

Payment for the patrolling and repositioning of disturbed signs shall be included under Item B15.01. Replacement of signs lost, stolen, or damaged shall also be included under Item B15.01."

B1503 (i): Protective clothing for workmen

Workers must at all times be dressed in high visibility clothing such as red, orange, yellow, white or other approved colour overalls and an approved high intensity reflective vest.

B1513 Accommodation of traffic where the road is constructed in half widths

Add the following after the fourth paragraph:

"The repair work, overlays, surface seal, road ancillary items and all other activities of work executed under this contract shall only be constructed behind a clearly demarcated and barricaded working area while the public is utilising the existing travelled way and shoulders or parts thereof. It shall be the contractor's responsibility to ensure the safe and unhindered passage of traffic. The working area is to be separated from the public traffic area by temporary traffic-control devices specified or ordered by the Engineer. At least 4.0m of traffic lanes will be available to through traffic at all times.

Work will only be permitted on one side of a carriageway at any one time.

Construction vehicles will only be permitted to cross the existing road at existing intersections or at designated crossing areas, which are to be agreed with the engineer prior to using such a crossing area.

Tapers at demarcated working areas shall be so positioned to ensure that the travelling public has adequate warning of road construction activities.

At intersections particular care shall be required with regards to the project and sequence of work activities, the demarcation of the work areas and the positioning of the traffic-control



devices. Planning for carrying out the work in these areas shall in particular require the approval of the engineer.

No vehicles shall be permitted to enter the work area in the incoming taper area.

The contractor shall be responsible for the safe turning-off and merging of public and construction vehicles.

The Contractor's drivers and operators shall exhibit good road manners and no equipment or vehicles shall be run against the public traffic stream. Work shall progress sequentially from one end of the Contract to the other so that the road is completed in a logical fashion.

Wherever the conditions specified for accommodation of traffic are violated, this shall be sufficient reason for the Engineer or resident Engineer to suspend all work immediately until such failure is rectified.

Work on the carriageway shall be restricted to certain specified order, lengths and time limits according to the type of work done in the working area. Three types of working areas are defined for traffic accommodation purposes:

(a) Pavement repairs

Repairs to roads shall be done in half widths during daylight hours only.

All traffic-control facilities shall be removed from the carriageway each night and the public traffic is allowed the use of the full width of the travelled way. The barricaded length shall be just sufficient to cover the work area scheduled for that day, but never longer than 200 m in any event. The 200 m long working area may be moved forward each day and by an amount equal to that completed the previous day. Adequate passing opportunity shall be made available for the public traffic between any two consecutive working areas (this includes the repair, reseal, etc., of working areas). Each passing section between any one of the working areas shall not be shorter than 3000 m between tapers, which distance may be increased by the Engineer in areas with limited passing opportunities. No work shall be carried out between consecutive working areas.

(b) Finishing

After the work on repairs and surfacing, etc. has been completed on each road the area shall be finished off and cleared before proceeding to a new site."



THE OCCUPIER

RESEALING OF STREETS WITH WET TAR

You are hereby notified that the Municipality's Contractor will shortly be undertaking resealing work in streets in your neighbourhood. A wet tar product will be applied to the surface which normally takes a few hours to dry and during which time traffic should not travel on the treated surface.

The Contractor will close the section of the road that has been tarred.

You are requested to avoid parking on between 09h00 and 16h00 in your street as it will disrupt the Contractor in the execution of the resealing work and the section of the street in question will be closed to traffic between the mentioned times. It is thus recommended that you park your car in a nearby street.

You are further requested to avoid driving on the wet sections of the road during the resealing process and your co-operation in this regard would be appreciated.

In the event of rain or mechanical problems, the proposed works will be delayed and a further notification will be issued.

Should you have any further enquiries in this regard, you are requested to contact

Mr at telephone number

Yours faithfully

Municipal Manager



Phokwane Local Municipality

RESEAL OF ROADS IN VALSPAN, PAMPIERSTAD AND HARTSWATER

C3.5 MANAGEMENT

C3.5.1 Management of the Works

C3.5.1.1 Construction Project

Refer to Section C3.4.1 (B1204)

C3.5.1.2 Drawings, Operation and Maintenance Manuals

Refer to Section C3.4.1 (PS6.)

C3.5.1.3 Site Administration

Acceptance control, record keeping and payment certificates shall be done in accordance with the Employer's Agent's standard system except if the Employer's Agent approves that the Contractor's standard system may be used.

C3.5.1.4 Daily Site Diary

The daily site diary shall be kept up to date by the Contractor's Site Agent and will be signed on a daily basis by the Employer's Agent's Representative.

C3.5.1.5 Information in Respect of Plant

Information relating to plant on Site shall be recorded in the daily site diary. In addition, the Contractor shall deliver to the Employer's Agent, on a monthly basis, a detailed summary of construction plant kept on the Site, full particulars given for each day of the month. Distinction shall be made between plant in working order and plant out-of-order. Such inventory shall be submitted by the first day of the month following the month to be reported.

C3.5.1.6 Information in Respect of Employees

Information relating to labour and management on Site shall be recorded in the daily site diary. In addition, the Contractor shall deliver to the Employer's Agent, on a monthly basis, a detailed summary of supervisory staff, labour employed (own and local labour) by category, and sub-contractors (both local and imported) for each day of the month. Such return shall be submitted by the first day of the month following the month to be reported.



C3.5.1.7 Rainfall Records

Rainfall records for the period of construction shall be taken on Site and recorded in the daily site diary. The Contractor shall provide and install all the necessary equipment for accurately measuring the rainfall. The Contractor shall also provide, erect and maintain a security fence plus gate, padlock and keys at each measuring station, all at his own cost. The Employer's Agent or his Representative shall take and record the daily rainfall readings. The Contractor shall be permitted to attend these readings, in the company of the Employer's Agent's Representative. Access to the measuring gauge(s) shall at all times be under the Employer's Agent's control.

C3.5.1.8 Site Instructions

Site instructions by the Employer's Agent, addressed to the Contractor at his office on the Site, will be numbered consecutively and will be deemed to have been received by the Contractor's Representative unless a break in the sequence of numbers is brought to the notice of the Employer's Agent in writing immediately.

C3.5.1.9 Site Meetings

The Contractor and his authorised representative shall attend all meetings held on the Site with the Employer and the professional team at dates and times to be determined by the Employer's Agent. Such meetings will be held to evaluate the progress of the Contract, and to discuss matters pertaining to the Contract which any of the parties represented may wish to raise. It is not the intention to discuss day-to-day technical matters at such meetings.

C3.5.1.10 Payment Certificates

Monthly Progress Payment Certificates shall be submitted to the Employer's Agent's Representative on Site not later than the 15th of each month (or on the last working day prior to this date) in order to allow for checking and reconciliation of all quantities, rates, extensions and additions in the certificate. Each progress payment certificate shall include work executed or reasonably expected to be executed up to the 30th day of the specific month.

Upon agreement by the Employer's Agent's Representative the certificate shall be submitted by the Contractor in a neat typed form in accordance with the prescribed format, and with the correct spelling, to the Employer's Agent by not later than the 20th of each month (or on the first working day thereafter), together with four additional copies, for certification.

Where dayworks have been instructed by the Employer's Agent, the Contractor shall submit the returns to the Employer's Agent for signature and approval within twenty-four (24) hours of the end of the working day on which the work was executed. Daywork returns shall be submitted on forms following a standard format for this purpose. Failure to comply with the terms of this clause will result in non-payment for such dayworks.

The tax invoice will be submitted with each certificate dated appropriately for the period certified. All costs for the preparation and submission of progress certificates shall be borne by the Contractor.



C3.5.1.11 Workmanship and Quality Control

Refer to Section C3.4.1 (PS4)

C.3.5.1.12 Features requiring Special Attention

Refer to Section C3.4.1 (PS3.)

END OF SECTION



Phokwane Local Municipality

RESEAL OF ROADS IN VALSPAN, PAMPIERSTAD AND HARTSWATER CONSTRUCTION

INDEX

Section	Description	Page No
Section C3.5.2	Health and Safety Specification.....	C3.5.2
1	INTERPRETATIONS.....	1
2	GENERAL.....	1
3	INDEMNITY OF EMPLOYER AND HIS AGENTS	2
4	SCOPE.....	3
5	HEALTH AND SAFETY FILE	3
6	NOTIFICATION OF CONSTRUCTION WORK – REG 3 OF THE CONSTRUCTION REGULATION – FEBRUARY 2014 5	
7	CONTRACTOR'S SHE REPRESENTATIVE	6
8	CLOTHING.....	6

END OF SECTION



OCCUPATIONAL HEALTH AND SAFETY

1 INTERPRETATIONS

Occupational Health and Safety Act, Act 85 of 1993 shall apply to this Contract. The Construction Regulations promulgated on 7 February 2014 and incorporated into the said Act by Government Notice R. 10113, published in Government Gazette 37305 apply to any person involved in construction work. These regulations are hereinafter referred to as "the Construction Regulations" and the said Act as "the Act".

Construction work is defined as:

"Any work in connection with: -

- a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;
- b) the installation, erection, dismantling of or maintenance of a fixed plant where such work includes the risk of a person falling;
- c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
- d) the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work".

2 GENERAL

The Contractor shall ensure that all employees and visitors are informed, instructed and trained regarding safety conditions on site.

- 2.1 Proof of induction training to all workers shall be filed in the Health and Safety file on site. All employees shall sign the relevant induction training forms.

The Contractor shall ensure that all professionals entering the site are informed, instructed and trained regarding safety conditions on site. Proof of Professional site safety induction shall be signed by professionals and filed in the Health and Safety file on site.

The Contractor shall ensure that all visitors are informed, instructed and trained regarding safety conditions on site. Visitors have to sign the visitors register before entering the site. Hardhats shall be issued to visitors. No visitor shall enter the site without the appropriate safety shoes.

- 2.2 Should the Contractor at any stage in execution of the Works -
- a) fail to implement or maintain his health and safety plan;



- e) execute construction work which is not in accordance with his health and safety plan; or act in any way which may pose a threat to the health and safety of persons, the Employer will stop the Contractor **AT HIS/HER OWN COSTS** from executing construction work.

- 2.3 The Contractor shall provide proof of this registration and good standing with the Compensation Fund or with a licensed compensation insurer when submitting a tender. Tenders without this will be regarded as non-responsive.
- 2.4 The Contractor shall, in submitting his tender, demonstrate that he has made provision for the cost of compliance with the specified health and safety requirements, the Act and the Construction Regulations.
- 2.5 The Contractor shall consistently demonstrate his competence and adequacy of resources to perform the duties imposed on the Contractor in terms of this Specification, the Act and the Construction Regulations.

3 INDEMNITY OF EMPLOYER AND HIS AGENTS

- a) The annexures to this Contract Document contain a "Mandatory Form of Authority and Agreement in terms of Section 37(2) of the Occupational Health and Safety Act, No. 85 of 1993" which agreement shall be entered into and duly signed by both the Employer and Contractor prior to commencement with work.
A copy of the signed agreement shall be included in the Contractor's health and safety plan.
- b) Any acceptance, approval, check, certificate, consent, examination, inspection, instruction, notice, observation, proposal, request, test or similar act by either the Employer, any of his agents or the Engineer (including absence of disapproval) shall not relieve the Contractor from any responsibility he has under the Contract, the Act and the Construction Regulations, including responsibility for errors, omissions, discrepancies and non-compliances.
- c) A Section 37(2) agreement shall be entered into and duly signed by both the Principal Contractor and Sub Contractor prior to commencement with work by Sub Contractor.
A copy of the signed agreement shall be included in the Principal's Contractor's health and safety plan.
- d) Any acceptance, approval, check, certificate, consent, examination, inspection, instruction, notice, observation, proposal, request, test or similar act by either the Employer, any of his agents or the Engineer (including absence of disapproval) shall not relieve the Sub Contractor from any responsibility he has under the Contract, the Act and the Construction Regulations, including responsibility for errors, omissions, discrepancies and non-compliances.



4 SCOPE

- 4.1 The specification as set out in this Portion is known as the Health and Safety Specification for the Construction work to be carried out by the Principal Contractor as per regulations of the Construction Regulations February 2014.

Information herein addressed might affect the Health and Safety of employee's or persons carrying out the construction work as per this tender document.

The Contractor shall ensure that it is fully conversant with the requirements of this Specification.

This Specification is not intended to supersede the Act nor the Construction Regulations. Those sections of the Act and the Construction Regulations, which apply to the scope of work to be performed by the Contractor in terms of this Contract, continue to be a legal requirement of the Contractor.

The principal Contractor will be appointed in writing to be in overall control of the Construction site.

- 4.2 A Health and Safety Plan must be submitted by the Principal Contractor to the Employer's Health and Safety Agent containing all the relevant documentation as required by this specification and terms of the provisions of this Specification, the Act and the Construction Regulations.

A Health and Safety Plan must also be submitted by the Sub Contractor to the Principal Contractor containing all the relevant documentation as required by this specification and terms of the provisions of this Specification, the Act and the Construction Regulations

The H&S plan shall be submitted before commencement of any work on site

5 HEALTH AND SAFETY FILE

The following documentation shall be in the Health and Safety File of the Principal Contractor and Sub Contractors:

- A1 Copy of the Occupational Health and Safety Act No 85 of 1993 including the Construction Regulations – February 2014
- A2 Proof of registration with Compensation Commissioner (Principal Contractor)
- A3 Copy of Notification of Construction work to the Department of Labour



- A4 Agreement in terms of section 37(2) of the Occupational Health and Safety Act, No. 85 of 1993. To be signed by employer and Principal contractor in presence of witnesses
- A7 Health and safety plan describing all activities as mentioned elsewhere.
- A8 Company Safety Policy – To be signed by the Chief Executive Officer of the Company.
- A9 Organogram indicating site specific organizational structure with reference to requirements of the construction regulations.
- A10 Letters of Appointment

The following appointments are required for the project. Deviations will only be allowed with the approval of the Agent. Appointment of an employee for more than one responsibility will be allowed and shall be approved by the Agent.

Basic Appointments

- Appointment of Principal Contractor by Employer
- Appointment of Contractors (Sub Contractors) by Principal Contractor (where applicable)
- Appointment of Construction Work Supervisor (full time employee on site)
- Appointment of Assistant Construction Work Supervisor (full time employee on site if required)

Appointments of full time employees on site

- Appointment of a SHE Representative (Competent employee to control/monitor all H&S activities)
- Appointment of an Accident and Incident Investigator

A12 Evacuation plan

A13 The contents of all Training Material used on sited – eg.
Accredited and non-accredited training
Toolbox talks
And all training records signed by workers



-
- A14 Risk Assessments - All Risk Assessments done before and during the Construction period
- A15 Registers as required
- A16 Safe Work Procedures and material safety data sheets
- A17 Fall protection plan
- A18 Incident recording forms
- A19 Medical records
- A20 Minutes of safety meetings

Emergency telephone numbers to be displayed on the back of the file

6 NOTIFICATION OF CONSTRUCTION WORK – REG 3 OF THE CONSTRUCTION REGULATION – FEBRUARY 2014

The Employer will appoint the Contractor in writing for execution of the Works. The Contractor shall accept its appointment under the terms and Conditions of Contract. The Contractor shall sign and agree to those terms and conditions and shall, before commencing work, notify the Department of Labour of the intended construction work in terms of Regulation 3 of the Construction Regulations. The Contractor shall submit the notification in writing prior to commencement with work. The annexures to this Contract Document contain a "Mandatory notification of construction work in terms of regulation 3 of the construction regulations (2014) of the Occupational Health and Safety Act no 85 of 1993" which shall be filled in by the contractor and forwarded to the Department of Labour. A copy of this notification shall be included in the Contractors Health and Safety file.

The Principal Contractor must notify the Provincial Director of:

- Construction work on a form similar to Annexure B in the Construction Regulation 2014 of the Occupational Health and Safety Act and Regulations.
- A copy of the notification form must be available on site for inspection by an Inspector.

No notification is required from the Sub Contractors.



7 CONTRACTOR'S SHE REPRESENTATIVE

Before commencing work, the Principal Contractor shall designate a competent Safety, Health and Environmental representative (SHE Rep) who shall be acceptable to the Agent, to represent and act for the Contractor and Sub Contractors.

It should be noted that the Principal Contractor is held responsible for the activities of the Sub Contractors.

Failure of Health and Safety measures by the Sub Contractor will revert directly back to the Principal Contractor.

The Contractor shall inform the Agent in writing of the name and address of the Contractor's SHE Rep and of any subsequent changes in the name and address of the SHE Rep, together with the scope and limitations of the SHE Rep's authority to act for the Contractor. The Contractor's SHE Rep shall make available to the Employer an all-hours telephone number at which the SHE Rep can be contacted at any time in the event of an emergency involving any of the Contractor's employees, or other persons at the Works.

8 CLOTHING

All employees of the Contractor shall wear suitable protective clothing when working in proximity of machinery, power tools, hazardous materials or chemicals.

Proposed Personal Protective Equipment required on this project:

	TYPE	WHEN TO WEAR
1.	Hard Hats	Always
2.	400mm Shoulder Length PVC Gloves	Working with cement
3.	Plastic Trousers	Working with cement
4.	Safety Goggles	Grinding, Cutting Cement
5.	Gumboots	Working in water
6.	Welding helmet	Welding
7.	Gas welding safety goggles	Gas Welding
8.	Safety shoes	Offloading and positioning of materials
9.	Dust Masks	Grinding
10.	Ear Muff	Grinding
11.	Leather apron	Welding/ gas welding



AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, NO. 85 OF 1993

The Employer and the Contractor hereby agree, in terms of the Provisions of Sections 37(2), 9 and 8(2) of the Occupational Health and Safety, Act No. 85 of 1993, hereinafter referred to as 'the Act', that the Contractor as an employer in its own right and in its capacity as Contractor for the execution of the works, shall have certain obligations and that the following arrangements shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely:-

- i) The Contractor undertakes to acquaint the appropriate officials and the employees of the Contractor with all relevant provisions of the Act, and the regulations promulgated in terms of the Act, and
- ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and regulations will be fully complied with, and
- iii) 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 and the Employer's Consulting Engineers from being obliged to comply with any of the aforesaid duties, obligations and prohibitions.
- iv) 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 on behalf of the Employer, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

SIGNED at on this day of

..... 20.....

For and on behalf of the **Contractor**:

Print Name: _____

AS WITNESSES:

1. _____

2. _____

Print Name: _____

Print Name: _____



For and on behalf of the **Employer:**

Print Name:_____

AS WITNESSES:

1. _____

2. _____

Print Name: _____

Print Name: _____



MANDATORY NOTIFICATION OF CONSTRUCTION WORK
IN TERMS OF REGULATION 3 OF THE CONSTRUCTION REGULATIONS (2014)
OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, NO. 85 OF 1993

This document is to be forwarded by the Contractor to the Office of the Department of Labour **prior to commencement** of the Works. The Contractor shall ensure that all Sub-Contractors accountable to him forward similar documents to the mentioned Authority **prior to commencement with the Works**.

A. Particulars of Contractor

Name:

Postal Address :

Compensation Fund Registration No.

B. Particulars of Contractor's MD/ CEO/Managing Member of cc

Name:

ID No.

Postal Address:

Tel No. Cell phone No.

C. Particulars of Contractor's designated Construction Safety Officer appointed in terms of Clause 6(1) as the Construction Supervisor, with the duty of supervising health and safety at the Works:

Name:

ID No.

Postal Address:

Tel No. Cell phone No.

D. Particulars of Contractor's sub-ordinate supervisors at the Works, appointed in terms of Clause 6 (2):



Name	ID No.	Postal Address	Tel No.	Cell phone no.

E. Physical address of the Works (Construction Site)

.....
.....

Co-ordinates (if available) Latitude (S)

Longitude (E)

F. Nature of the construction work:

.....
.....

G. Expected commencement date:

H. Expected completion date:

I. Estimated maximum number of persons on the construction site.



J. Planned number of Sub-Contractors on the construction site accountable to Principal Contractor:

.....

Name(s) of Sub-Contractors.

.....

.....

.....

K. Particulars of Employer (client)

Name:

Postal Address:

.....

Name of Employer's designated Representative / Agent.

.....

Tel No. Cell phone No.

L. Particulars of Design Engineer

Name:

Postal Address:

Tel No. Cell phone No.

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



INFORMATION TO BE SUPPLIED BY THE TENDERER

This following form shall be completed by the Tenderer.

A Particulars of WCF

Compensation Fund Registration No.

Expiring Date

B. Particulars of Contractor's designated Construction Safety Officer appointed in terms of Clause 6(1) as the Construction Supervisor, with the duty of supervising health and safety at the Works:

Name:

ID No.

Postal Address:

Tel No. Cell phone No.

C Particulars of Contractor's Health and Safety Representatives:

Name:.....Qualifications.....

Name:.....Qualifications.....

Name:.....Qualifications.....

D Particulars of First Aider

Name:

ID No.

Valid First Aid Certificate: Yes.....

No.....

E Particulars of Fire Fighter

Name:



ID No.

Valid Fire Training Certificate: Yes.....

No.....

F Training Records of Construction Vehicle Operators

Name:.....Qualifications.....

Name:.....Qualifications.....

Name:.....Qualifications.....

G. Incident Statistics:

Incidents during last 12 months	Date	Degree of Injury	Production days lost	Costs involved.
1				
2				
3				
4				
5				
6				
7				

END OF SECTION



Phokwane Local Municipality

RESEAL OF ROADS IN VALSPAN, PAMPIERSTAD AND HARTSWATER

SITE INFORMATION

INDEX

Section	Description	Page No
Section C4.1	Information Issued by Employer.....	C4.1.1
Section C4.2	Special Requirements in terms of OHSA and Construction Regulations.....	C4.2.1

END OF SECTION



C4.1 INFORMATION ISSUED BY EMPLOYER

See attached Table for Road Assessment information supplied by the Employer.

Hartswater LE Roux Street					
Road ID	Width(m)	Length(m)	Road Category	Maintenance Category	Technical Treatment
3012990	7	65.44	Poor	Rehabilitation	Rehabilitation (Light)
3015201	7.5	173.7	Poor	Maintenance	Special Maintenance
3012984	6	78.74	Very Poor	Special Maintenance	Special Maintenance
3013037	7.5	38.15	Poor	Special Maintenance	Special Maintenance
3012983	6	244.74	Poor	Rehabilitation	Rehabilitation (Light)
3012985	7.5	71.12	Poor	Special Maintenance	Special Maintenance
3012982	7.5	136.79	Fair	Preventative	Cape Seal 14mm
3012979	7.2	110	Fair	Preventative	Cape Seal 14mm
3012977	7.2	109.94	Fair	Preventative	Cape Seal 14mm
3012973	7.2	110.57	Poor	Special Maintenance	Special Maintenance
3012968	7.2	95.91	Very Poor	Preventative	Cape Seal 14mm
3012965	7.2	113.1	Very Poor	Special Maintenance	Special Maintenance
		1282.76			
Reseal of 2.1 km in Mangope Avenue in Pampierstad					
3012827	7.3	816.69	Very Poor	Preventative	Cape Seal 14mm
3013085	7.3	256.37	Very Poor	Preventative	Cape Seal 14mm
3013086	7.3	74.64	Very Poor	Preventative	Cape Seal 14mm
3013088	7.3	197.27	Very Poor	Preventative	Cape Seal 14mm
3013089	7.3	77.05	Very Poor	Preventative	Cape Seal 14mm
3014918	7.3	78.38	Very Poor	Preventative	Cape Seal 14mm
3013090	7.3	187.77	Very Poor	Preventative	Cape Seal 14mm
3014926	6	146.98	Very Poor	Preventative	Diluted Emulsion
3013091	6	66.67	Very Poor	Preventative	Diluted Emulsion
13014945	6	72.81	Poor	Preventative	Diluted Emulsion
3014957	6	80.6	Poor	Preventative	Diluted Emulsion
		2055.23			
Repair of Internal Roads-Reseal of road surface in Cwaile Street-Valspan					
3012707	8	257.45	Good	Preventative M	Cape Seal 14mm
3013681	8	95.72	Very Poor	Special Maintenance	Special Maintenance
3013667	8	62.54	Fair	Special Maintenance	Special Maintenance
3013664	8	62.66	very Good		
3012698	8	60.54	Good		
3012697	8	64.58	Fair	Preventative M	Cape Seal 14mm
3013649	8	64.32	Good		
3013644	8	63.07	Good		
3013634	8	60.85	Good		
3013631	8	66.59	Good		
3013624	8	55.27	Good		
		913.59			



RE-GRAVELING OF INTERNAL STREETS NEXT TO KOLONG RIVER IN PAMPIERSTAD					
Road ID	Width(m)	Length(m)	Road Category	Maintenance Category	Technical Treatment
3014569	4.5	112.79	very poor	regraveling	
3014551	4.5	294.86	very poor	regraveling	
3014540	4.5	87.04	very poor	regraveling	
3014530	4.5	132.71	very poor	regraveling	
3014533	4.5	234.35	very poor	regraveling	
3014539	4.5	228.57	very poor	regraveling	
3014547	4.5	88.89	unpaved	gravel	regraveling
		<u>1179.21</u>			

END OF SECTION



C4.2 SPECIFIC REQUIREMENTS IN TERMS OF OHSA AND CONSTRUCTION REGULATIONS

Inter alia the risk assessment to be done by the Contractor, specific requirements and areas that must be addressed is provided hereunder as the risk identification provided by the Employer and summarised hereunder:

Specific requirements and areas that must be addressed with the risk assessments and work procedures are summarised hereunder:

Public safety

- Pedestrian and vehicle movement along the entire section of works
- Public awareness, especially of the works to be executed under single lane traffic accommodation, safety precautions and specifically advance warning areas. Advance warning areas to be assisted with advance variable message signs and warning signals as per specification.
- Plant in operation and/or under holding conditions immediately next to trafficked lanes (refer to specifications).
- Speeding during construction and control measures (assisted with speed message sign).
- Level differences during rehabilitation stages with adequate signs and safety precautionary measures. (Refer to restrictive conditions and same day work allowances)
- Communication on site.
- Constant traffic monitoring by site safety officers and daily inspection of signage required with auditable records.

Stockpile areas

- Safety measures to ensure usability of hazardous conditions exist to road users and special measures to ensure night-time visibility.
- Environmental matters, control and spillages, e.g. pre-coating fluid, bituminous products, diesel, etc.

Plant, equipment and personnel

- Night time visibility and low day time visibility.
- Serviceability of equipment in transport of leakages, i.e. oil, diesel, bitumen, spills.
- Flagmen, traffic control and labour force.

Safety Risk

- Construction personnel and plant.

Finishing

- Loose aggregate during excavation and seal operations

END OF SECTION