



THE CONSTRUCTION OF PEDESTRIAN BRIDGE- SILIGANE

TENDER NUMBER: COM54/2019

TENDERER:

CLOSING DATE: 29 FEBRUARY 2024 AT 11:00AM

CSD REG NUMBER: MAAA.....

CLIENT	ENGINEER
City of Mbombela PO Box 45 Mbombela 1200 TEL: 013-759 2358 christopher.nkambule@mbombela.gov.za	RSK3 CONSULTING ENGINEERS AND PROJECT MANAGERS PO Box 1108 Whiteriver 1240 Tel : 013-750 0204 E-mail : info@rsk3engineers.co.za

THE CONSTRUCTION OF PEDESTRIAN BRIDGE-SILIGANE**SUMMARY FOR TENDER OPENING PURPOSES**

NAME OF TENDERER : _____

ADDRESS : _____

TELEPHONE NUMBER : _____

FAX NUMBER : _____

E-MAIL ADDRESS : _____

CLOSING DATE : _____

TENDERED AMOUNT : _____

Signed by authorised representative of the TENDERER: _____

DATE: _____

* Should any discrepancy occur between this figure and that stated in the Form of Offer and Acceptance, the latter shall take precedence and shall apply.

IMPORTANT INFORMATION

PLEASE READ CAREFULLY BEFORE COMPLETING DOCUMENT.

1. Notice to all tenderers.
2. Standards applied in this document.

1. NOTICE TO ALL TENDERERS

This is an original document:

1. It may not be re-typed or altered in any way.
2. It must be completed in black ink (non-erasable) – in an eligible handwriting. Mistakes are to be corrected by drawing a line through it and writing the correct information above it. Tenderer to sign next to the correction. The use of erasing fluid or strips is not allowed.
3. It may not be taken apart.
4. It is not available in electronic format except PDF.
5. Bidders are required to attach returnable documents to the relative pages (where requested) and encouraged to use file fasteners and binding tape or any other similar method to ensure there are no loose pages. **Any other form of presentation (loose pages or separate documents) will not be accepted.**

2. STANDARDS APPLICABLE TO THIS DOCUMENT

Available from the S.A. Federation of Civil Engineering Contractors, the S.A. Institution of Civil Engineering and the S.A. Bureau of Standards, as applicable:

1. CIDB *CIDB Standard for uniformity in Construction Procurement, 10 July 2015, as amended.*
2. SANS 10845-1 *Processes, methods and procedures.*
3. SANS 10845-2 *Formatting and compilation of procurement documentation.*
4. SANS 10845-3 *Standard conditions of tender.*
5. GCC *General Conditions of Contract for Construction Works, Third Edition (2015) issued by the South African institution of Civil Engineering.*
6. COLTO *Standard Specifications for Road and Bridge Works for State Road Authorities (1998)*
7. This Document, as presented.

CONTENTS

	<u>PAGE</u>
COVER PAGE	
Bid Summary for Tender Opening Purposes	i
Important Information	ii
Contents	iii

THE TENDER

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
PART T1	TENDERING PROCEDURES	
T 1.1	Tender Notice and Invitation to Tender	(white) T1.1-1 to T1.1-1
T 1.2	Tender Data	(pink) T1.2-1 to T1.2-9
PART T2	RETURNABLE DOCUMENTS	(yellow) T2.1-1 to T2.1-44
(See List of Documents)		

THE CONTRACT

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
PART C1	AGREEMENT and CONTRACT DATA	
C 1.1	Form of Offer	(pink) C1.1-1 to C1.1-1
C 1.2	Form of Acceptance	(pink) C1.2-1 to C1.2-1
C 1.3	Schedule of Deviations	(pink) C1.3-1 to C1.3-1
C 1.4	Contract Data	(yellow) C1.4-1 to C1.4-6
C 1.5	Performance Guarantee	(yellow) C1.5-1 to C1.5-4
C 1.6	Agreement in Terms of the Occupational Health and Safety Act, 1993 (Act No 85 Of 1993)	(yellow) C1.6-1 to C1.6-3
C 1.7	Certificate of Authority for Signatory to Agreement in Terms of Occupational Health and Safety Act, 1993 (Act No 85 Of 1993)	(yellow) C1.7-1 to C1.7-2
PART C2	PRICING DATA	
C 2.1	Pricing Instructions	(yellow) C2.1-1 to C2.1-3
C 2.2	Bill of Quantities	(yellow) C2.2-2 to C2.2-30

<u>SECTION</u>	<u>DESCRIPTION</u>		<u>PAGE</u>
PART C3	SCOPE of WORK		
C 3.1	Description of Works	(blue)	C3.1-1 to C3.1-2
C 3.2	Engineering	(blue)	C3.2-1 to C3.2-2
C 3.3	Procurement	(blue)	C3.3-1 to C3.3-1
C 3.4	Construction	(blue)	C3.4-1 to C3.4-36
C 3.5	Management	(blue)	C3.5-1 to C3.5-5
C 3.6	Health and Safety	(blue)	C3.6-1 to C6.6-2
PART C4	SITE INFORMATION		
C 4.1	Site Information	(green)	C4.1-1 to C4.1-4
ANNEXURES			
Appendix A	Occupational Health and Safety Regulations	(white)	A1 to A15
Appendix B	Drawings for Tender Purposes	(white)	
Appendix C	Geotechnical Report	(white)	

PART T1: TENDERING PROCEDURES

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
T 1.1	Tender Notice and Invitation to Tender	9
T 1.2	Tender Data	10

PART T2: RETURNABLE DOCUMENTS

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
T 2	Returnable Documents	15

PART T1 **TENDERING PROCEDURES**

T1.1	TENDER NOTICE AND INVITATION TO TENDER	T1.1-1
T1.2	TENDER DATA.....	T1.2-1

T1.1 TENDER NOTICE AND INVITATION FOR PROPOSALS

Bids are hereby invited from experienced services providers for the construction of pedestrian bridge-Siligane for City of Mbombela.

Tender No	Description	CIDB Grading	Compulsory Meeting and Site Inspection Date	Closing Date
COM54/2019	THE CONSTRUCTION OF PEDESTRIAN BRIDGE-SILIGANE	6 CE	12 FEBRUARY 2024 AT 11:00, SILIGANE SECONDARY SCHOOL, GPS COORDINATES: 25°19'12.66"S 31°10'45.50"E	29 FEBRUARY 2024 AT 11:00

It is compulsory that service providers download a copy of the bid document that will ONLY be available as from 26 January 2024 on the municipal website: www.mbombela.gov.za on the tenders and notices folder and National e-Tender Portal: www.etenders.gov.za, free of charge.

Duly completed bid documents and supporting documents which are, COPY OF TAX COMPLIANCE STATUS, CERTIFIED COPY OF B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE TO CLAIM B-BBEE POINTS, CURRENT MUNICIPAL RATES AND TAXES CLEARANCE FROM RELEVANT LOCAL AUTHORITY OR PROOF OF RESIDENCE FROM A TRIBAL AUTHORITY OR LEASE AGREEMENT ACCCOMPANIED WITH THE LESSOR'S UP-TO-DATE MUNICIPAL RATES AND TAXES CERTIFICATE FROM BOTH THE COMPANY AND ITS ACTIVE DIRECTORS INCLUDING JVs AND CONSORTIUMS, CSD REGISTRATION FULL REPORT (Summary Report will not be considered) and a copy of the COMPANY REGISTRATION CERTIFICATE, togetherwith the bid document must be sealed in an envelope clearly marked: **“BID NO.:COM54/2019, THE CONSTRUCTION OF PEDESTRIAN BRIDGE-SILIGANE FOR THE CITY OF MBOMBELA, CLOSING DATE: 29 FEBRUARY 2024”** with the name of the bidder shall be placed in the bid box at MBOMBELA CIVIC CENTRE at 1 NEL STREET, MBOMBELA, before 11:00 on the closing date

Bidders are advised not to commit fraudulent activities or forge documents. All abusers of the SCM system, including forging or faking of returnable documents, may be reported to SAPS and restricted from doing business with any Public Institutions for a period NOT exceeding 10 years which is in line with section 28 and 29 of the Prevention and Combating of Corrupt Activities Act 12 of 2004.

A preferential point system shall apply whereby this contract will be allocated to a bidder in accordance with the Preferential Procurement Policy Framework Act, No 5 of 2000 and as defined in the conditions of bid in the bid document, read in conjunction with the Preferential Procurement Regulations, 2022, where 80 points will be allocated in respect of price and 20 points in respect of Targeted Goals.

Procurement Enquiries	:	Christopher Nkambule	(013) 759 2358
Technical Enquiries	:	Kenny Dhlamini	(013) 759 9528
Employer	:	City Manager, City of Mbombela P. O. Box 45 1200 Mbombela	Mr. Wiseman Khumalo

VISIT OUR WEBSITE –

www.mbombela.gov.za

NB: the results of this bid will be published on council's website as prescribed on section 75(1)(g) of the MFMA and section 23(c) of the SCM Regulations.

T1.2 TENDER DATA

The conditions of tender are the standard conditions of tender as contained in SANS 10845-3 Construction procurement, Part 3: Standard conditions of tender that apply specifically to this tender.

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

The Tender Data hereafter 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 Number	Data
	<p>The conditions of tender are those contained in the latest edition of SANS 10845-3, Construction Procurement – Part 3: Standard conditions of tender.</p> <p>SANS 10845-3 makes several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the provisions of SANS 10845-3.</p> <p>Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.</p>
3.1	<p>The Employer is: City of Mbombela, 1 Nel Street, Mbombela, 1200</p>
	<p>The tender documents issued by the Employer comprise:</p> <p>THE TENDER</p> <p>Part T1 Tendering Procedures</p> <p>Part T1.1 Tender Notice and Invitation to Tender (white)</p> <p>Part T1.2 Tender Data (pink)</p> <p>Part T1.3 Preferential Procurement Policy of City of Mbombela (pink)</p> <p>Part T2 Returnable Documents</p> <p>Part T2.1 List of Returnable Documents (yellow)</p> <p>Part T2.2 Returnable Schedules to be completed by the Contractor (yellow)</p> <p>Part T2.3 Returnable Schedules II (yellow)</p> <p>THE CONTRACT</p> <p>Part C1 Agreement and Contract Data</p> <p>C1.1 Form of Offer and Acceptance (pink)</p> <p>C1.2 Contract Data (yellow)</p> <p>C1.3 Form of Guarantee (white)</p> <p>C1.4 Agreement in terms of Occupational Health and Safety Act, 1993 (white)</p> <p>C1.5 Authority for Signatory in Terms of OH&S Act, 1993 (white)</p> <p>Part C2 Pricing Data</p> <p>C2.1 Pricing Assumptions (yellow)</p> <p>C2.2 Bill of Quantities and Information Sheets (yellow)</p>

	<p>b) Key Personnel</p> <p>In order to be considered for an appointment in terms of this tender, the tenderer must have in its permanent employment key personnel who will be the single point accountability and responsibility for the management of the construction works. Alternatively, a signed undertaking from an organization having the required personnel, stating that they will undertake the necessary work on behalf of the tenderer in terms of a sub-contractor agreement, will be acceptable. Such undertaking must be attached to Forms T of the Returnable Schedules.</p> <p>Individuals must be identified for each of the key personnel listed under Forms T. Where the key personnel are no longer available to undertake the necessary work after the award of the tender, the contractor shall within a period of 14 working days replace the key personnel listed in Forms T with personnel with equivalent competencies and subject to approval by the Employer. Such approval shall not be unreasonably withheld.</p> <p>The key person shall be a suitably qualified and experienced contracts manager who will be the single point accountability and responsibility for the management of the construction works, and who is registered with SACPCMP as Pr.CM or ECSA as Pr.Eng or Pr.Tech.Eng shall be required as a minimum.</p> <p>Where the Contracts Manager will not be employed on the Works full time, his powers will be delegated to the approved construction manager.</p> <p>Failure to comply with the requirements or to complete Form T may render the tender non- responsive.</p>
4.6	<p>Bidders are encouraged to revisit the City's website regularly prior the closing date particularly on this project folder to ensure that all addenda/ erratum that may be issued are adhered to.</p> <p>Failure to apply instructions contained in addenda may render a tenderer's offer non-responsive in terms of Condition of Tender 5.8.</p>
4.7	<p>The arrangements for the compulsory clarification meeting are as stated in the tender notice and invitation to tender.</p> <p>The onus rests with the tenderer to ensure that the person attending the clarification meeting on its behalf is appropriately qualified to understand all directives and clarifications given at that meeting.</p> <p>The clarification meeting shall start strictly at the time advertised. Only then will the Employer's Representative circulate the attendance register for completion by those present. During this time latecomers may complete the register. On completion by all present the Employer's Representative will:</p> <p>(a) read out from the collected lists calling for confirmation that all have signed;</p> <p>The signature on the attendance register and duly completed and signed Form A shall be considered proof that the tenderer attended the whole meeting and was available to hear all directives and clarifications given at the meeting.</p> <p>Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list. The City will not be take responsibility for incorrect information provided by the bidder on the attendance register.</p>
4.8	Request clarifications at least 7 working days before the closing time.
4.10	Tenderers are required to state the rates and currencies in Rand.
	<p>An alternative tender offer will only be considered if a main tender offer, strictly in accordance with all the requirements of the tender documented is also submitted.</p> <p>If the tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.</p>

4.12	<p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p> <p>The modified Tender Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.</p>
4.13.1	<p>Parts of each tender offer communicated on paper shall be submitted as an <u>original</u>, no copies are required.</p> <p>The signed print-out shall be taken as the valid submission.</p>
4.13.2	<p>The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Location of tender box: City of Mbombela Physical address: 1 Nel Street, Mbombela 1200 Identification details: Tender COM54/2019, The Construction of Pedestrian bridge-SILIGANE</p> <p>Tenders can be submitted 24 hours a day from Monday to Friday at the Employer's address. It is in the tenderer's interest to ensure that the delivery of the tender offer is recorded in the Employer's tenders received register.</p>
4.13.4	<p>The tenderer is required to submit all certificates as listed in the Schedule of Tender Compliance (Form U).</p>
4.13.5	<p>Place and seal the printed and completed tender document in an envelope clearly marked "TENDER" and bearing the Employer's name, the contract number and description, the tenderer's authorized representative's name, the tenderer's postal address and contact telephone numbers.</p>
4.13.5	<p>A two-envelope procedure will not be followed.</p>
4.13.6	<p>Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.</p>
4.15	<p>The closing time for submission of tender offer is as stated in the Tender Notice and Invitation to Tender.</p>
4.16.1	<p>The tender offer validity period is 120 days.</p>
4.16.2	<p>Where a tenderer, at any time after the opening of his tender offer but prior to entering into a contract based on his tender offer:</p> <p>a) withdraws his tender; b) gives notice of his inability to execute the contract in terms of his tender; or c) fails to comply with a request made in terms of 4.17, 4.18 or 5.9,</p> <p>such tenderer shall be barred from tendering on any of the Employer's future tenders for a period to be determined by the Employer, but not less than six (6) months, from the date of tender closure. The Employer may fully or partly exempt a tenderer from the provisions of this condition if he is of the opinion that the circumstances justify the exemption.</p>
4.18	<p>Any additional information requested under this clause must be provided within 5 (five) working days of date of request.</p>
4.20	<p>The tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part C1.8 of this procurement document.</p>

5.1	The employer shall respond to clarifications received up to 7 working days before tender closing time.
5.2	The employer shall issue addenda until 5 working days before tender closing time.
5.4	All bid responses must be submitted before the Bid Closing date and time as stipulated on the tender invitation.
5.7	In the event of disqualification, the Employer may, at its sole discretion, impose a specified period during which tender offers will not be accepted from the offending tenderer and report same to CIDB and National Treasury.
5.9	<p>Arithmetical errors, omissions, discrepancies and imbalanced unit rates</p> <p>Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount appearing in the summary to the Pricing Schedule shall govern.</p> <p>Check responsive tender offers for:</p> <ul style="list-style-type: none"> a) the gross misplacement of the decimal point in any unit rate; b) omissions made in completing the pricing schedule or bills of quantities; or c) arithmetic errors in: <ul style="list-style-type: none"> i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or ii) the summation of the prices. d) imbalanced unit rates. <p>Notify shortlisted tenderers of all errors, omissions or imbalanced rates that are identified in their tender offers.</p> <p>Where the tenderer elects to confirm the errors, omissions or re-balancing of imbalanced rates the tender offer shall be corrected as follows:</p> <ul style="list-style-type: none"> a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the unit rate shall govern, and the line item total shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted and the unit rate shall be corrected. b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall be corrected. c) Where the unit rates are imbalanced adjust such rates by increasing or decreasing them and selected others while retaining the total of the prices derived after any other corrections made under (a) and (b) above. <p>Where there is an omission of a line item, no correction is possible, and the offer may be declared non-responsive.</p> <p>Declare as non-responsive and reject any offer from a tenderer who elects not to accept the corrections proposed and subject the tenderer to the sanction under 4.16.2.</p> <p>The tenderer is required to submit balanced unit rates for rate only items in the pricing schedule. The rates submitted for these items will be taken into account in the evaluation of tenders.</p>

	<p>List of disqualifying factors of this tender are as follows:</p> <p>A bid not complying with the requirements stated hereunder will be regarded as “Non Responsive”, and as such will be rejected/disqualified for further evaluation</p> <ul style="list-style-type: none"> • Submit company registration certificate • Submit Tax Compliance Status issued by SARS • Full CSD report NOT older than 30 days from the closing date, Summary report will NOT be considered. • Submit Joint venture agreement in case of JV. All parties are expected to attach their individual returnable documents except for consolidated B-BBEE certificate and combined CIDB grading. • Authority for Signatory, duly signed and dated original or certified copy on the Company(s) Letterhead. This condition will not apply to companies owned by one director / member / sole • Submit copies of relevant Annual Financial Statements (last 3 Financial Years). For JV, relevant Annual Financial Statements from all parties are required. Failure to provide for all the service Providers will results in disqualification. • Submit copy of an active CIDB contractor grading designation of 6CE or higher. For JV, a combined CIDB grading is required. • Tenderer must provide valid copies of current municipal rates certificates from relevant local authority / proof of residential from tribal authority (if the business is operating or the directors are residing in rural areas) / lease agreement with the lessor's up-to-date municipal rates and taxes certificates for both the business and all business directors, including JV and Consortium partners. Prospective bidders should ensure that the physical address details of the company and directors reflected on the CSD is similar to the one reflected on the company registration certificate. The municipality reserves the right to verify both the municipal rates and taxes of the company details reflected on the CSD and company registration certificates. The municipality further reserves the right to use ID numbers of the directors to verify if any municipal rates and taxes are not owned by each director. It is prudent and remains the responsibilities of the prospective bidders to ensure that each director, lessor and company rates are cleared with regards to the municipal rates and taxes • Letter of good standing for COIDA. The letter of good standing must reflect the relevant nature of business as prescribed on The Compensation for Occupational Injuries and Diseases Act 130 of 1993. • Proof of public liability Insurance / third party liability insurance for a minimum of R5 000 000.00. The letter must be issued by a registered insurance service provider. The letter should have the full contact details of the service provider and the underwriter. • Letter of intent for performance guarantee from a registered Financial Service Provider (FSP). The letter should have the full contact details of the service provider and the FSP number. • All certificates, appointment letters of company experience, completion certificates of company experience, proof of ownership on plant and equipment, qualification certificates of personnel with Identity Documents must be certified by the commissioner of Oaths, RSA. It must have date of certification and not older than 3 months. A copy of a certified copy will not be accepted. • Fully completed and signed where applicable in the Returnable Schedules. • Failure to apply instructions contained in addenda that may be issued. • Submissions from bidders who did not attend a compulsory briefing session will not be acceptable.
5.11	<p>The procedure for the evaluation of responsive tenders is Method 4: Financial offer, quality and preferences.</p> <p>Method 4 Financial offer, quality and preferences is scored as follows:</p> <ol style="list-style-type: none"> a) Score each tender in respect of the financial offer made and preferences claimed, if any. b) Calculate the total number of tender evaluation points (TEV) in accordance with the following formula: $TEV = NFO + NP + NQ$

5.11.5	<p>where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;</p> <p>N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.</p> <p>N_Q is the number of tender evaluation points awarded for quality claimed in accordance with F.3.11.9.</p> <p>c) Rank tender offers from the highest number of tender evaluation points to the lowest.</p> <p>d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.</p> <p>e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.</p> <p>f) Compelling and justifiable reasons not to recommend a tenderer are inter alia tenderers who:</p> <ul style="list-style-type: none"> • do not meet the minimum requirements listed in Part T2.1, List of Returnable Documents and/or • failed to complete the tender document comprehensively with all the required information. 												
5.11.7	<p>The financial offer will be scored using the following formula: $N_{FO} = W_1 \times A$</p> <p>Where:</p> <p>N_{FO} = the number of evaluation points awarded for the financial offer W_1 $=$ the maximum possible number of bid evaluation points awarded for the financial offer and will be:</p> <p>(i) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R 50,000,000; or</p> <p>(ii) 80 where the financial value inclusive of VAT of one or more responsive tender offers equals or is less than R 50,000,000.</p> <p>$A =$ the number calculated using Formula 2 (Option 1) Table 1: Formulae for calculating the value of A_a</p> <table border="1" data-bbox="298 1417 1268 1665"> <thead> <tr> <th>Formula</th> <th>Comparison aimed at achieving</th> <th>Option 1^a</th> <th>Option 2^a</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Highest price or discount</td> <td>$A = \frac{(1 + (P - P_m))}{P_m}$</td> <td>$A = P / P_m$</td> </tr> <tr> <td>2</td> <td>Lowest price or percentage commission /fee'</td> <td>$A = \frac{(1 - (P - P_m))}{P_m}$</td> <td>$A = P_m / P$</td> </tr> </tbody> </table> <p>^a P_m is the comparative offer of the most favorable comparative offer. P is the comparative offer of the tender offer under consideration.</p>	Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a	1	Highest price or discount	$A = \frac{(1 + (P - P_m))}{P_m}$	$A = P / P_m$	2	Lowest price or percentage commission /fee'	$A = \frac{(1 - (P - P_m))}{P_m}$	$A = P_m / P$
Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a										
1	Highest price or discount	$A = \frac{(1 + (P - P_m))}{P_m}$	$A = P / P_m$										
2	Lowest price or percentage commission /fee'	$A = \frac{(1 - (P - P_m))}{P_m}$	$A = P_m / P$										

5.11.8	<p>Scoring preferences.</p> <p>Up to 100 minus W1 tender evaluation points will be awarded to tenderers who submit responsive tenders and who are found to be eligible for the preference claimed. Points are based on a tenderer's scorecard measured in terms of the Regulations (2022) to the Preferential Procurement Policy Framework Act (PPPFA, Act 5 of 2000).</p> <p>Points awarded will be according to a tenderer's specific goals summarised in the table below:</p>																																								
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Eligibility for preference points will be determined as follows:

- Compliance with any other information requested to be attached to Returnable Schedule Form D.

	<p>Description of quality criteria</p> <table> <thead> <tr> <th></th><th>Maximum number of points</th></tr> </thead> <tbody> <tr> <td>Plant and equipment</td><td>25</td></tr> <tr> <td>Key Personnel</td><td>25</td></tr> <tr> <td>Company Experience</td><td>40</td></tr> <tr> <td>Financial References</td><td>10</td></tr> <tr> <td>Total evaluation points for quality (Ms)</td><td>100</td></tr> </tbody> </table> <p>Tender offers will only be considered responsive if the minimum quality requirement of 60 points is achieved.</p> <p>Tenderers are required to demonstrate their ability to undertake the work and provide proof of previous experience, expertise and availability of plant and equipment to undertake a project of this nature. Tenderers are therefore required to meet a minimum Quality Score of 60% (60 points out of 100) based on the criteria listed below. A score of less than 60 out of 100 points for Quality will render the tender non-responsive. The onus rests with the Tenderer to supply sufficient information to allow for evaluation and award of points detailed below. If insufficient information is provided, zero points will be awarded for that particular item.</p> <p>Note that Quality points are only used to determine responsiveness and will not be used further in the evaluation.</p> <p>i). Plant and Equipment (Maximum 25 points) Details of owned and hired plant and equipment are to be entered in Form R of the Returnable Schedules.</p> <p>ii). Key Personnel (Maximum 25 points) Details of key personnel and their experience and qualifications are to be entered in Form T of the Returnable Schedules.</p> <p>iii). Bridge Construction Experience (Maximum 40 points) Details of bridge and major culvert construction (Pedestrian or vehicular) or similar projects with supporting information, must be entered in Form Q in the Returnable Schedule, in order to claim points in terms of quality.</p> <p>iv). Financial References (Maximum 10 points) Details of financial references are to be entered in Form S of the Returnable Schedules.</p>		Maximum number of points	Plant and equipment	25	Key Personnel	25	Company Experience	40	Financial References	10	Total evaluation points for quality (Ms)	100		
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	In addition to the requirements of the Condition of Tender, offers will only be accepted if:
5.13	<ul style="list-style-type: none"> the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za/). CSD is compulsory for any company to bid. The full report should be submitted, not the summary and must not be older than 10 days from the closing date. the tenderer is in good standing with SARS according to the Central Supplier Database. the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation. the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; the tenderer has not: <ul style="list-style-type: none"> i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect; the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process; the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer; the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely. No Tippex has been used on the bid document. The tenderer has not used an erasable pen and completed the bid document with a pencil.
5.17	The number of paper copies of the signed contract to be provided by the employer is One.
5.19	All requests shall be in writing.

CHECKLIST FOR RETURNABLE DOCUMENTS STIPULATED UNDER SPECIAL CONDITIONS OF TENDER DOCUMENTS AS MANDATORY REQUIREMENTS. THIS DOCUMENT SHALL BE APPLICABLE TO ALL TENDER DOCUMENTS OF THE CITY.

Preamble

The objective of this checklist is aimed at ensuring that interpretation and application of the special conditions and other mandatory requirements at Bid Evaluation Committee (BEC) & Bid Adjudication Committee (BAC) are aligned as envisaged by the Bid Specification Committee (BSC). This will enhance consistency and uniformity in the entire bid committee system whilst promoting “user friendly” principles by simplifying tender requirements to all interested prospective bidders.

ITEM NO:	DESCRIPTION / RETURNABLE DOCUMENTS	NOTES	FOR OFFICE USE ONLY	
			CHECKLIST	YES or NO or N/A
1.	Company Registration Certificate	<ul style="list-style-type: none"> a) It's a certificate issued by the Companies and Intellectual Property Commission in line with section 14 of the Companies Act 78 of 2008 b) A Certificate issued by CIPRO in line with section 2 of the Close Corporation Act 69 of 1984 <p>NB: The registration of Close Corporations (CCs) was replaced by introduction of the New Companies Act which came to effect in April 2011. CCs to be recognized as valid registration certificate will be up to 2010.</p>	Has the bidders attached a valid company registration document in line with the applicable legislation?	
2.	Company Profile	<ul style="list-style-type: none"> a) A Company Profile is a professional introduction of your Business that aims to inform Clients about its purpose, vision, trustworthiness, products and services, and experience of your Company. It is basically a “CV for your Business/Company” 	Has the bidder attached a company profile and its experience is relevant to add value on this project?	

3.	<p>Certification of documents to be submitted together with the tender document.</p> <p>I.e. ID Copies of business owners, qualifications, Licenses and certificates, accreditation by professional bodies, proof of ownership document, appointment letters, completion certificates, etc.</p>	<p>a) The certification of documents must be done by a commissioner of oath as prescribed in the Justices of the Peace and Commissioners of Oaths Act 16 of 1963 and its Regulations.</p> <p>b) Acceptable certified copies are copies originally certified from any police station, post office, Lawyers or <u>notary public</u> (who are members of a recognised professional body), Actuaries or accountants (who are members of a recognised professional body), Members of the judiciary, Directors, managers or company secretaries of a banks or regulated financial services business.</p> <p>c) <i>Commissioner of Oaths stamps can be purchased at Stationary shops, but it can be custom made following the below example:</i></p> <div data-bbox="727 695 1477 993" style="border: 1px solid black; padding: 5px;"> <p>CERTIFIED TRUE COPY OF THE ORIGINAL DOCUMENT. THERE ARE NO INDICATIONS THAT THE ORIGINAL DOCUMENT HAS BEEN ALTERED BY UNAUTHORISED PERSONS.</p> <p>Designation (rank) ex officio: RSA</p> <p>Date: Place:</p> <p>Business Address:</p> <p>Commissioner of Oaths</p> <p>Signature Full Names</p> </div> <p>NB: All certified copies must NOT exceed three months and be originally certified.</p>	<p>Has the bidder certified all documents to be certified as per special conditions of bid? Check validity on the date, check if the commissioner of oaths stamp is compliant as per example copied from the Regulations.</p>	
4.	<p>Central Supplier Database (CSD) Full report, (Summary report will NOT be acceptable).</p> <p>N/B CSD Report date should not be more than 30 days before Bid closing date.</p>	<p>a) The City requires that all prospective bidders should be registered on CSD. This is aimed at verification of email addresses, phone numbers, banking details, company registration numbers, tax status with SARS, state employees, etc.</p>	<p>Has the bidder attached a full CSD report, are tax matters in good order, are the directors not in the employment of any state and the CSD report is not older than 30 days from the closing date?</p>	

5.	Tax Compliant Status (TCS)	<p>a) Prospective bidders are required to attach a valid TCS together with the tender document.</p>	<p>Has the bidder attached a valid (not expired) TCS? The designated official should verify the bidder's tax compliance status prior to finalization of the award of a bid or prize quotation. Where the recommended bidder is not tax compliant, the bidders should be notified of their non-compliant status and the bidder must be requested to submit to the City within 7 working days, written proof from SARS of their tax compliance status or proof from SARS that they have made arrangements to meet their outstanding tax obligations. The proof of tax compliance status submitted by the bidder to the City must be verified via the CSD report or e-Filing. The City should reject a bid submitted by the bidder if such a bidder fails to provide proof of tax compliance status within the timeframe stated above (See MFMA Circular No: 90).</p>	
6.	Certified copy of B-BBEE Certificate / affidavit for B-BBEE status level of contributor (to claim points only).	<p>a) EMEs in terms of the B-BBEE Act 53 of 2002 JUNE submit a sworn affidavit confirming annual total revenue and level of black ownership or Certified Copy of B-BBEE Certificate.</p> <p>b) Bidders other than EMEs and QSEs MUST submit their certified copies of valid B-BBEE status level verification certificate, substantiating their B-BBEE</p>	<p>Is the copy B-BBEE Certificate valid?</p> <p>Is the sworn affidavit for EME / QSE in line with the threshold for EME and EME and valid?</p> <p>If the tendering entity is a JV / Consortium / Large company,</p>	

		<p>rating issued by a registered auditor approved by IRBA or a verification agency accredited by SANAS.</p> <p>c) A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.</p> <p>NB: There is NO consolidated affidavit for B-BBEE status level of contributor. Only consolidated B-BBEE certificate will be considered for JVs / Consortium & large companies that are making an annual turnover in access of R50 million including value added tax (VAT). <i>This is not a disqualifying factor, non-adherence will lead to no allocation of B-BBEE points.</i></p>	<p>has the bidder attached a certified copy of a valid and consolidated B-BBEE certificate in order to claim points as prescribed by the MSCM Regulations?</p> <p>Is the copy of B-BBEE certificate certified by the Commissioner of Oaths reflects as prescribe on the regulations of the Act?</p> <p>Is the affidavit for B-BBEE stamped and signed by commissioner of oaths?</p> <p>i.e. full names and signature, force/practice number, designation / rank, date and address.</p> <p>Is the certification date not older than 3 months and original ink is clear on the document to confirm if it is originally certified?</p>	
7.	Formal agreement must be attached in case of a joint venture (JV) or consortium.	<p>a) The JV/consortium must amongst others, reflect clear profit and loses sharing percentages. It is compulsory that the lead partner must have at least 51% majority shares in the JV/consortium.</p>	<p>If the tendering entity / bidder is a JV/Consortium, has the bidder attached a detailed JV/Consortium agreement with all critical information?</p>	
8.	In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit separate required returnable documents.	<p>a) This will not be applicable to functionality and B-BBEE requirements.</p>	<p>If the tendering entity / bidder is a JV/Consortium, have the parties involved attached all individual required documents as per special condition of bid?</p>	

9.	<p>Latest municipal rates and taxes certificates from relevant local authority for the business and all business directors</p> <p>OR</p> <p>Proof of resident from tribal authority for the business and all business directors</p> <p>OR</p> <p>Lease agreement with the Lessor's latest municipal rates and taxes certificates from relevant local authority.</p> <p>NB: All accounts owing any municipality for more than 90 days will be disqualified as prescribed on the MSCM Regulations.</p>	<p>a) If the business is operated and its director(s) are residing within a municipal area, bidders are expected to attach latest municipal rate and taxes certificates for the business and ALL its directors.</p> <p>b) If the business is operated and its director(s) are residing within a tribal authority. Bidders are expected to attach proof of resident for the business and ALL its directors.</p> <p>c) If the business directors are leasing a facility for residential purposes, they are required to attach individual lease agreement with lessor's latest municipal rates and taxes for a facility is within a Municipal boundary and if the business is renting office / business facility, the bidders are required to attach lease agreement for the business with lessor's latest municipal rates and taxes for a facility within a municipal boundary. If the facility leased is in a rural area, lease agreement will be accompanied with the lessor's proof of residential from a tribal authority.</p> <p>NB: <i>Domicilium citandi at executandi</i>: Domicilium citandi et executandi is a Latin legal term meaning the address nominated by a bidder in a legal contract where legal notices may be sent.</p> <p>Bidders are encouraged to update their addresses when they relocate their businesses and the preferred address on the CSD should be in line with the address on the Company Registration Document. It is the responsibility of the bidder to ensure that all physical addresses reflected either on the company registration document and CSD are not owing any municipal rates and taxes for more than three months including the Lessor's municipal account in case of lease.</p> <p>The rationale behind this requirement is the enhance revenue in RSA municipalities as enshrined on the Municipal Systems Act 32, 2000. Failure to attach is an immediate disqualification but failure to align addresses will not be a</p>	<p>Has the bidder attached latest municipal rates and taxes from relevant local authority for the company / business and all company directors / owners?</p> <p>In case of lease, has the bidders attached lease agreements and lessor's proof of res from a tribal authority or latest municipal rates and taxes certificate?</p> <p>Is the account not in areas for more than 90 days (3 months)?</p>	
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		disqualifying factor, however all addresses reflected on the both the CSD and company registration document will be subjected to this requirement.		
10.	<p><u>Forging of documents/certificates</u></p> <p>The City has noted that prospective bidders are allegedly submitting fraudulent and forged documents when bidding for tenders.</p> <p>Bidders are advised not to commit fraudulent activities and forge documents. The City will ensure that this Act is adhered to by reporting all abusers of the SCM system to SAPS and enlist them on the Register of Tender Defaulters as prescribed on section 29 of the Prevention and Combating of Corrupt Activities Act 12 of 2004.</p> <p>Abusers of the SCM system, amongst other penalties, may be restricted to do business with any Public Institutions for a period NOT exceeding 10 years (see section 28 of this Act).</p>	<p>Section 34(1)(b) of the Prevention and Combating of Corrupt Activities Act 12 of 2004, stipulates that: <i>“any person who holds a position of authority and who knows or ought reasonably to have known or suspected that any other person has committed the offence of theft, fraud, extortion, forgery or uttering a forged document involving an amount of R100 000 or more, must report such knowledge or suspicion or cause such knowledge or suspicion to be reported to any police official”</i>.</p> <p>Section 34(2) of the same Act stipulates that: <i>“subject to the provision of section 37(2), any person who fails to comply with subsection (1), is guilty of an offence”</i>.</p>	<p>Are there any suspicious / alleged fraudulent or forged documents?</p> <p>If yes, has the matter been reported to the nearest SAPS following correct institutional protocol?</p> <p>Has the matter been registered with the Registrar to enable due processes and per the Act?</p> <p>NB: The minutes of the BEC / BAC should detail all the elements of alleged fraud and forged documents.</p>	
11.	<p>Copy of Public Liability insurance. Only insurance covers from registered and authorized financial service providers will be accepted.</p>	<p>a) Public liability insurance may vary from one project to another on the basis of the level of risk and complexity of the project. Minimum cover to be determined by the BSC prior consultation with the project manager if deemed necessary.</p>	<p>If applicable, is the bidder compliant with the minimum cover stipulated in the bid document?</p> <p>Is the public liability insurance</p>	

			from a registered financial institution?	
12.	Recent audited / independently reviewed financial statements for three consecutive years. NB: if a company provides any financial statements in terms of section 29 of the Companies Act, such statements must comply with the provision of the Act.	<p>a) Applicable to private companies that are not managed by its owners, if:</p> <ul style="list-style-type: none"> - It compiles its financial statement internally and its public interest score is less than 100. - It has its financial statements compiled independently and its public interest score is between 100 and 349. - the public interest score is 350 points or more, is required for an audit to be conducted. 	Has the bidder furnished MBD 5 as mandatory for all projects estimated to be in excess of R10 million? Has the bidder attached the relevant AFS as required by law and is it aligned with his/her declaration on MBD 5? False / mismatched / inconsistent declaration may lead to immediate disqualification.	
13.	Recent annual financial statement (AFS) for three consecutive years (unaudited AFS). NB: if a company provides any financial statements in terms of section 29 of the Companies Act, such statements must comply with the provision of the Act.	<p>a) Applicable to private companies with a public interest score of less than 100.</p> <p>b) If, with respect to a particular company, every person who is a holder of, or has a beneficial interest in, any securities issued by that company is also a director of the company, that company is exempt from the requirements in this section to have its annual financial statements audited or independently reviewed.</p> <p>NB: An independent review will suffice if the company has opted to have its financial statement audited or is required by its Memorandum of Incorporation (MOI) to do so.</p>	Has the bidders furnished MBD 5 as mandatory? Has the bidder attached the relevant AFS as required by law in line with his/her declaration on MBD 5?	
14.	Functionality / Quality for evaluation of complex projects	<p>a) Functionality test refers to evaluation of bidders on various aspects of the contract to establish if the bidders has the capabilities to execute the contract or not. The various aspect may include but not limited to: track record and experience on similar projects, human resource and their individual experience, financial capabilities, relevant technology, etc.</p> <p>NB: Functionality will not be compulsory for all projects but for complex projects. Functionality criteria will vary from one project to another.</p>	Has the bidder met the minimum threshold on functionality in order to qualify for further evaluation on price and B-BBEE? Has the bidders been scored in line with the evaluation criteria set on the tender document? All portfolio of evidence attached and certified as stated on the bid document?	

15.	The Compensation for Occupation Injuries and Diseases Act 130 of 1993 (COIDA)	a) The COIDA provides for compensation for disablement caused by occupational injuries or diseases sustained or contracted by employees in the course of their employment, or for death resulting from such injuries or diseases, hence bidders are expected to attach COIDA certificates in line with their specialize area aligned to the type/nature of business.	If applicable, is the COIDA certification / letter of good standing attached, valid and reflects the nature of work in line with the scope of works?	
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PART T2 RETURNABLE DOCUMENTS

PART T2: RETURNABLE DOCUMENTS

1. Failure to fully complete the **compulsory** returnable documents shall render such a tender offer unresponsive.
2. Tenderers shall note that their signatures appended to each returnable form **represents a declaration that they vouch for the accuracy and correctness of the information provided**, including the information provided by candidates proposed for the specified key positions.
3. Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a tenderer. **If subsequently any information is found to be incorrect such discovery shall be taken as willful misrepresentation by that tenderer to induce the contract.** In such event the Employer has the discretionary right under contract condition 9.2 to terminate the contract.

The Tenderer must complete the following returnable Schedules:

Returnable Schedules required for Tender evaluation purposes

COMPULSORY TENDER DOCUMENTS	
FORM A	CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING
FORM B	RECORD OF ADDENDA TO TENDER DOCUMENTS
FORM C	PROPOSED AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES
FORM D	PREFERENCING SCHEDULE: BROAD BASED BLACK ECONOMIC EMPOWERMENT STATUS
FORM E	COMPULSORY DECLARATION
FORM F	MUNICIPAL DECLARATION AND RETURNABLE DOCUMENTS
FORM G	CERTIFICATE OF INDEPENDENT TENDER
FORM H	DECLARATION OF GOOD STANDING REGARDING TAX
FORM I	DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
FORM J	REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE
FORM K	DECLARATION OF TENDERER'S LITIGATION HISTORY
FORM L	AUTHORITY OF SIGNATORY
FORM M	SCHEDULE OF SPECIALIST SUBCONTRACTORS
FORM N	PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER
FORM O	SCHEDULE OF CURRENT COMMITMENTS
FORM P	REGISTRATION WITH CIDB
RETURNABLE FOR QUALITY CRITERIA	
FORM Q	COMPANY EXPERIENCE IN RELATION TO SCOPE OF WORKS
FORM R	PLANT & EQUIPMENT
FORM S	FINANCIAL RESOURCES
FORM T	MANAGERIAL CAPACITY, EXPERIENCE AND QUALIFICATIONS
CERTIFICATE FOR TENDER COMPLIANCE	
FORM U	SCHEDULE OF TENDER COMPLIANCE

COMPULSORY TENDER DOCUMENTS

FORM A: CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

Notes to Tenderer:

1. Unless the attendee's name, details and signature also appear on the attendance register this Certificate of Attendance shall not be accepted and the tenderer's offer shall be deemed non- responsive.

This is to certify that I,

representative of (tenderer).....

of (address)

telephone number.....

fax number

e-mail

attended the clarification meeting on (date)

Signature of Representative: _____

Signature of Project Manager: _____

FORM B: RECORD OF ADDENDA TO TENDER DOCUMENTS (SIPDM)

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

Attach additional pages if more space is required.

Signed _____ Date _____

Name _____ Position _____

FORM C: PROPOSED AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES (SIPDM)

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer's handling of material deviations and qualifications.

(a) AMENDMENTS

Page, Clause or Item No	Proposed Amendment

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

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

(This is not an invitation for alternatives but should the Tenderer desire to make any departures for the provisions of this contract he shall set out his proposals clearly hereunder.

(b) ALTERNATIVES

Proposed Alternative	Description of Alternative

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

- (2) In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc. and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender.*
- (3) Alternative tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main tender offer.*

Signed

Date

Name

Position

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

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

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

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

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

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

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

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

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

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

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

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

Item no.	The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1.	100% Black owned enterprises within the definition of the HDI	2	
2.	At least 30% women owned enterprises	2	
3.	At least 30% youth owned enterprises	2	
4.	At least 30% enterprises people living with disabilities	2	
5.	Enterprises regarded as EMEs located within the City of Mbombela	2	
6	Enterprise who will sub-contract minimum of 30% of the contract value to EME's in the ward or local communities where the services to be rendered of works to be undertaken (Bidders shall list sub-contracting works or items)	2	
7	Corporate Social Investment (CSI) Plan. (see notes below)	5	
8	B-BBEE level 1 contribution (SANAS verified B-BBEE certificate for generic enterprise, and for EME and SME a sworn affidavit or CIPC issued certificate confirming annual turnover and level of Black Ownership	3	

The City will utilise the CSD report for the above-mentioned information

Corporate Social Investment (CSI)

NB: The minimum total value of the CSI should not be less than 2% of the total project value excluding vat and contingencies. The CSI project should be delivered concurrently with the project. The final product should be delivered prior to the issuing of completion certificate. The nature of the CSI project must benefit the community at large. (1 page, Arial font size 12) Prospective bidders will be expected to provide the City with a written explanation on how to implement the Corporate Service Investment on that particular ward, community or region. The investment must benefit the community at large. In order to claim points, a detailed one page report must be included in the list of returnable documents. The corporate social investment initiates must be implemented by the company/successful bidder. The final details of the CSI project will be finalized prior to the signing of the contract in consultations with relevant stakeholders.

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

4 Declaration

The tenderer declares that

- a) the tendering entity is a level contributor as stated in the submitted evidence of qualification as at the closing date for submissions
- b) the tendering entity has been measured in terms of the following code (tick applicable box)
 - Generic code of good practice
 - Other – specify
- c) the contents of the declarations made in terms of a) and b) above are within my personal knowledge and are to the best of my belief both true and correct

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the tenderer, confirms that he / she understands the conditions under which such preferences are granted and confirms that the tenderer satisfies the conditions pertaining to the granting of tender preferences.

Signature:

Name:

Duly authorised to sign on behalf of:

Telephone:

Fax: Date:

Name of witness Signature of witness

Note:

- 1) Failure to complete the declaration will lead to the rejection of a claim for a preference.
- 2) Supporting documentation of the abovementioned claim for a preference must be submitted with the tender submission to be eligible for a preference. (see Clause 5.11.8 in Tender Data)

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

FORM E: COMPULSORY DECLARATION (SIPDM)

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

Section 1: Enterprise Details**Name of Enterprise**

Name of enterprise:	
Contact person:	
Email:	
Telephone:	
Cell no	
Fax:	
Physical address	
Postal address	

Section 2: Particulars of companies and close corporations Company / Close Corporation registration number.**Section 3: SARS Information****Tax reference number****VAT registration number****Section 5: National Treasury Central Supplier Database****Supplier number****Unique registration reference number****Section 6: Particulars of principals**

principal: means a natural person who is a partner in a partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act No. 71 of 2008) or a member of a close corporation registered in terms of the Close Corporation Act, 1984, (Act No. 69 of 1984).

Full name of principal	Identity number	Personal tax reference number

*insert separate page if necessary

Section 7: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any principal is currently or has been within the last 12 months in the service of any of the following:

a) a member of any municipal council	<input type="checkbox"/>	an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999)	<input type="checkbox"/>
b) a member of any provincial legislature	<input type="checkbox"/>	member of an accounting authority of any national or provincial public entity	<input type="checkbox"/>
c) a member of the National Assembly or the National Council of Province	<input type="checkbox"/>	an employee of Parliament or an employee of Parliament or a provincial legislature	<input type="checkbox"/>
1. a member of the board of directors of any municipal entity	<input type="checkbox"/>		
2. an official of any municipality or municipal entity	<input type="checkbox"/>		

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

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

*insert separate page if necessary

Section 8: Record of family member in the service of the state

family member: a person's spouse, whether in a marriage or in a customary union according to indigenous law, domestic partner in a civil union, or child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption.

Indicate by marking the relevant boxes with a cross, if any family member of a principal as defined in section 5 is currently or has been within the last 12 months been in the service of any of the following:

d) a member of any municipal council	<input type="checkbox"/>	an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999)	<input type="checkbox"/>
e) a member of any provincial legislature	<input type="checkbox"/>	member of an accounting authority of any national or provincial public entity	<input type="checkbox"/>
f) a member of the National Assembly or the National Council of Province	<input type="checkbox"/>	an employee of Parliament or an employee of Parliament or a provincial legislature	<input type="checkbox"/>
3. a member of the board of directors of any municipal entity	<input type="checkbox"/>		
4. an official of any municipality or municipal entity	<input type="checkbox"/>		

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

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

*insert separate page if necessary

Section 9: Record of termination of previous contracts with an organ of state

Was any contract between the tendering entity including any of its joint venture partners terminated during the past 5 years for reasons other than the employer no longer requiring such works or the employer failing to make payment in terms of the contract.

Yes No (Tick appropriate box)

If yes, provide particulars (insert separate page if necessary)

Section 10: Declaration

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the tendering entity confirms that the contents of this Declaration are within my personal knowledge, and save where stated otherwise in an attachment hereto, are to the best of my belief both true and correct, and:

neither the name of the tendering entity or any of its principals appears on:

a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004).

National Treasury's Database of Restricted Suppliers (see www.treasury.gov.za)

ii) neither the tendering entity or any of its principals has within the last five years been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa);

iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);

iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers

v) has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract etc.) or intention to not win a tender;

vi) has no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;

vii) neither the tenderer or any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity and are not in arrears for more than 3 months;

SARS may, on an on-going basis during the term of the contract, disclose the tenderer's tax compliance status to the Employer and when called upon to do so, obtain the written consent of any subcontractors who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by the National Treasury, for SARS to do likewise.

Signed: _____

Date: _____

Name: _____

Position: _____

NOTE 1 The Standard Conditions of Tender contained in SANS 10845-3 prohibits anticompetitive practices (clause 3.1) and requires that tenderers avoid conflicts of interest, only submit a tender offer if the tenderer or any of his principals is not under any restriction to do business with employer (4.1.1) and submit only one tender either as a single tendering entity or as a member in a joint venture (clause 4.13.1). Clause 5.7 also empowers the Employer to disqualify any tenderer who engages in fraudulent and corrupt practice. Clause 3.1 also requires tenderers to comply with all legal obligations.

NOTE 2: Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of the public administration (i.e. organs of state and all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed in schedule 2 of the Public Service Act, and provincial government components listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public Service Act of 1994 or persons performing similar functions in organs of state from conducting business with the State or to be a director of a public or private company conducting business with the State. The offence for doing so is a fine or imprisonment for a period not exceeding 5 years or both. It is also a serious misconduct which may result in the termination of employment by the employer.

NOTE 3: Regulation 44 of Supply Chain Management regulations issued in terms of the Municipal Finance Management Act of 2003 requires that organs of state and municipal entities not award a contract to a person who is the service of the state, a director, manager or principal shareholder in the service of the state or who has been in the service of the state in the previous twelve months.

NOTE: 4: Regulation 45 of Supply Chain Management regulations requires a municipality or municipal entity to disclose in the notes to the annual statements particulars of any award made to a close family member in the service of the state.

NOTE: 5 Corrupt activities which give rise to an offence in terms of the Prevention and Combating of Corrupt Activities Act of 2004) include improperly influencing in any way the procurement of any contract, the fixing of the price, consideration or other moneys stipulated or otherwise provided for in any contract and the manipulating by any means of the award of a tender.

NOTE: 6 Section 4 of the Competition Act of 1998 prohibits restrictive horizontal practice including agreements between parties in a horizontal relationship which have the effect of substantially preventing or lessening competition, directly or indirectly fixing prices or dividing markets or constitute collusive tendering. Section 5 also prohibits restrictive vertical practices. Any restrictive practices that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.

ATTACH THE FOLLOWING DOCUMENTS TO THIS PAGE**• For Closed Corporations**

CK1 or CK2 as applicable (Founding Statement) Certified Copies of the ID's of the Directors Certified Shareholders Certificate

OR

• For Companies

A copy of the Certificate of Incorporation Certified Copies of the ID's of the Directors, and Certified shareholders' register

OR

• For Joint Venture Agreements

- Joint Venture Agreement between all the parties,
- as well as the documents in (1) or (2) of each Joint Venture member.

OR

• For Partnership

1. Certified Copies of the ID's of the partners

OR

• One person Business / Sole trader

2. Certified Copy of ID

FORM F: MUNICIPAL DECLARATION AND RETURNABLE DOCUMENTS
(SIPDM)

The following particulars must be furnished in relation to tenders for municipalities and municipal entities where:

- a) contractors are required; and
- b) goods, services or a combination thereof where the estimated total of the prices exceeds R10 million including VAT.

In the case of a joint venture, separate municipal declarations and returnable documents shall be submitted in respect of each partner.

Section 1: Enterprise Details / Name of enterprise:

Name of enterprise:	
Contact person:	
Email:	
Telephone:	
Cell no	
Fax:	
Physical address	
Postal address	

Section 2: Declaration for Contractor's services:

The enterprise has been awarded the following contract services by an organ of state during the last five years.

Name of organ of state	Estimated value of contracts	Nature of service e.g. quantity surveying	Service number similar to required service (yes / no)?

Attach separate page as necessary

Section 3: Goods, services or a combination thereof where the estimated total of the prices exceeds R 10 million including VAT

I / we certify that

1) (tick one of the boxes):

the enterprise is not required by law to prepare annual financial statements for auditing.

the enterprise is required by law to have audited annual financial statements and attached the audited financial statements for the past three financial years, or since the establishment as the enterprise was established within the past three years.

2) the enterprise and its directors has / 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 (i.e.: all municipal accounts are paid up to date) Attach Municipal Utility Account;

3) source of goods and / or services:

(tick one of the boxes and insert percentages if applicable):

goods and / or services are sourced only from within the Republic of South Africa

 % of the total cost of goods and / or services will be sourced from outside the Republic of South Africa and the percentage of payment from the municipality or municipal entity which is expected to % be transferred out of the Republic is

I furthermore confirm that the following contracts were awarded to the enterprise by an organ of state during the last five years and attached particulars of any material non-compliance or dispute concerning the execution of such contracts:

Name of organ of state	Estimated number of contracts	Nature of contracts

*Attach separate page as necessary

I, the undersigned who warrants that I am duly authorised on behalf of the tendering entity, hereby declare that the contents of this Declaration are within my personal knowledge, and save where stated otherwise are to the best of my belief both true and correct.

Signed: _____

Date: _____

Name: _____

Position: _____

**ATTACHED HERETO AN ORIGINAL OR CERTIFIED COPY OF THE
LATEST MUNICIPAL UTILITY ACCOUNT
(THE PRECEDING MONTH BEFORE TENDER CLOSING DATE)**

FORM G: CERTIFICATE OF INDEPENDENT TENDER (MBD 9)

Notes to tenderer:

- a) This certificate conforms to Treasury Regulation 16A9 and the requirement of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, that prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms if it is between parties in a horizontal relationship and if it involves collusive tendering.
- b) Collusive tendering is a conspiracy between businesses that would normally be expected to compete, to agree not to compete, in a tender process.
- c) This certificate serves as a declaration by the tenderer that the tender submitted is free from any collusion with a competitor.

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying tender:

(Tender Number and Description) in response to the invitation for the tender made by:

(Name of 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 Tenderer)

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

vii) In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- a) prices;
- b) geographical area where product or service will be rendered (market allocation)
- c) methods, factors or formulas used to calculate prices;
- d) the intention or decision to submit or not to submit, a tender;
- e) the submission of a tender which does not meet the specifications and conditions of the tender; or
- f) bidding with the intention not to win the tender.

viii) In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this tender invitation relates.

ix) The terms of the accompanying tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.

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

Signature

Date

Capacity under which Tender is Signed

Name of Tenderer

FORM H: DECLARATION OF GOOD STANDING REGARDING TAX (GBD 2)**ATTACH VALID TAX COMPLIANCE STATUS (TCS)**

The Tax Compliance Status (TCS) must be submitted together with the tender. Failure to submit the above-mentioned documentation will result in the invalidation of the tender.

In tenders where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Compliance Status (TCS) PIN.

**FORM I: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN
MANAGEMENT PRACTICES (MBD 8)**

Notes to tenderer:

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

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

4.4	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?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	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"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION**I, THE UNDERSIGNED (FULL NAME)****CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.****I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

Signature

Date

Capacity under which Tender is Signed

Name of Tenderer

**FORM J: REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER
DATABASE**

The tenderer shall provide a printed copy of the Active Supplier Listing on the National Treasury Central Supplier Database. (www.treasury.gov.za). Tenderers who are not registered on the Central Supplier Database should attach proof of their application for registration (refer to Tender Data Clause 4.1). In the case of a Joint Venture, a printed copy of the Active Supplier Listing must be provided for each member of the Joint Venture.

Name of Contractor:

.....

Central Supplier Database Supplier Number:

.....

Affix Proof of the National Treasury Central Supplier Database to this page

(Full CSD required, not summary)

FORM K: DECLARATION OF TENDERER'S LITIGATION HISTORY

Does the tenderer have any litigation with which tenderer (including its directors, shareholders or other senior members in previous companies) have been involved with any organ of state or state department within the last ten years?

YES	NO
-----	----

If yes, furnish your details in table below.

NB: It is compulsory for all bidders to sign this form

The tenderer shall list below details of any litigation with which the tenderer (including its directors, shareholders or other senior members in previous companies) has been involved with any organ of state or state department within the last ten years. The details must include the year, the litigating parties, the subject matter of the dispute, the value of any award or estimated award if the litigation is current and in whose favour the award, if any, was made.

Client	Other Litigating Party	Dispute	Award Value	Date Resolved

Signature

Date

Capacity under which Tender is Signed

Name of Tenderer

FORM L: AUTHORITY OF SIGNATORY

Details of person responsible for tender process:

Name:

Contact number:

Office address:

Signatories for close corporations and companies shall confirm their authority by attaching to this form a duly signed and dated original or certified copy on the Company Letterhead of the relevant resolution of their members or their board of directors, as the case may be.

PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:

"By resolution of the board of directors passed on (date)

Mr.....

has been duly authorized to sign all documents in connection with the Tender for Contract Number/Name

.....and any Contract which may arise there from on behalf of

.....
(BLOCK CAPITALS) SIGNED ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS

DATE

FULL NAMES OF SIGNATORY

SIGNATURE

AS WITNESSES: 1. NAME SIGNATURE

2. NAME SIGNATURE

PRO-FORMA FOR JOINT VENTURES:**Certificate of Authority for Joint Ventures**

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize..... Mr./Ms , authorized signatory of the company....., acting in the capacity of lead partner, to sign all documents in connection with the tender offer an any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
		Signature:
		Name:
		Designation:
		Signature:
		Name:
		Designation:
		Signature:
		Name:
		Designation:
		Signature:
		Name:
		Designation:

**ATTACHED HERETO THE DULY SIGNED AND DATED ORIGINAL OR CERTIFIED
COPY OF AUTHORITY OF SIGNATORY ON COMPANY LETTERHEAD**

FORM M: SCHEDULE OF SPECIALIST SUBCONTRACTORS**Notes to tenderer:**

1. The tenderer shall list below the specialist items of work on this contract. Alternatives may be mentioned.
2. The tenderer shall state whether he intends to carry out any specialised work himself.

Acceptance of this tender shall not be construed as approval of all or any of the listed specialist subcontractors. Should any or all of the specialist subcontractors not be approved subsequent to the acceptance of the tender, it shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding, even in the event of a subcontractor not listed below being approved by the engineer.

SPECIALISED ITEM	INDICATE IF SUB-CONTRACTED (Tick correct option)	
	YES	NO

In order to complete the Works under this Contract, I/we propose to employ the following sub-contractors to carry out the portion/type of work as detailed. **Affix Original or Certified proof of 3 previous projects for each sub-contractor.**

(Note: All proposed sub-contractors must be listed).

Sub-contractor: Name, Address and Telephone No.	Portion/type of work to be undertaken	
_____	_____	Previous value of work:
_____	_____	Previous Experience:
(____)_____	_____	_____
_____	_____	Previous value of work:
_____	_____	Previous Experience:
(____)_____	_____	_____

<hr/> <hr/> <hr/> (____)	Previous value of work:
<hr/> <hr/> <hr/> (____)	Previous Experience:
<hr/> <hr/> <hr/> (____)	Previous value of work:
<hr/> <hr/> <hr/> (____)	Previous Experience:

FORM N: PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER

Notes to tenderer:

1. Discovery that the tenderer has failed to make proper disclosure may result in City of Mbombela terminating a contract that flows from this tender on the ground that it has been rendered invalid by the tenderer's misrepresentation.
2. The tenderer shall attach to this Form evidence that he is registered and in good standing with the compensation fund or with a licensed compensation insurer who is approved by Department of Labour in terms of section 80 of the Compensation for Injury and Disease Act 1993 (COID) (Act 130 of 1993).

Affix certified Proof of Good Standing with Compensation Commissioner to this page

FORM O: SCHEDULE OF CURRENT COMMITMENTS

Notes to tenderer:

- (a) The tenderer shall list below all contracts currently under construction or awarded and about to commence and tenders for which offers have been submitted but awards not yet made.
- (b) In the event of a joint venture enterprise, details of all the members of the joint venture shall similarly be attached to this form.
- (c) The lists must be restricted to not more than 5 contracts and 5 tenders. If a tenderer's actual commitments or potential commitments are greater than 5 each, those listed should be in descending order of expected final contract value or sum tendered.

Contracts Awarded				
Employer	Project	Expected Value of contract (Inclusive of VAT)	Durations (Months)	Expected Completion Date

Tenders not Yet Awarded				
Employer	Project	Tendered Amount (Inclusive of VAT)	Tendered Durations (Months)	Expected Commencement Date

Signature

Date

Capacity under which Tender is Signed

Name of Tenderer

FORM P: REGISTRATION WITH CIDB

The tenderer shall provide a printed copy of the Active Contractor's Listing off the CIDB website. (www.cidb.org.za). Tenderers whose CIDB registration expires within 21 days after close of tender should attach proof of their application for re-registration (refer to Tender Data Clause 4.1). In the case of a Joint Venture, a printed copy of the Active Contractor's Listing must be provided for each member of the Joint Venture.

Name of Contractor:

Contractor Grading Designation:

CIDB Contractor Registration Number:

Expiry Date:

RETURNABLES FOR QUALITY CRITERIA

FORM Q: COMPANY EXPERIENCE IN RELATION TO SCOPE OF WORKS

The Tenderer will receive a maximum of 40 points based on information provided in this schedule.

The following is a statement of work of similar nature and size recently successfully executed by myself / ourselves:

- 1 Points will be given for projects completed of similar nature and size.
- 2 The tenderer scores **5 points** per project with a value of more than R5 million but less than R8 million, completed in the last 5 years.
- 3 The tenderer scores **8 points** per project with a value of more than R8 million but less than R10 million completed in the last 5 years.
- 4 The tenderer scores **10 points** per project with a value of more than R10 million completed in the last 5 years.
- 5 The tenderer may list only 4 projects of similar nature and size.
- 6 The maximum Quality points for each criterion are listed below.
- 7 Positive feedback from the Consulting Engineer from the designated / listed contact person will contribute toward points allocated for the attached certificates of completion.
- 8 Positive feedback from the Employer from the designated / listed contact person will contribute toward points allocated for the attached certificates of completion.
- 9 Points for completion certificates attached will be given for similar projects. Negative feedback will forfeit all points, meaning zero (0) points will be allocated for the attached certificates of completion.
- 10 Failure to submit all relevant information per project will result in the forfeiture of all points for that relevant project.
- 11 The experience of the Tenderer or joint venture partners in a consortium will be evaluated based on experience in similar projects or similar areas and conditions in relation to the scope of work required for this project.

Certified Appointment letter as well as Completion Certificate (signed by client and engineer) of Relevant Work (to be attached – zero points if both is not attached)	Consulting Engineer: Contact Person and Telephone Number	Employer: Contact Person and Telephone Number	Value of Work (inclusive of VAT)	Date Completed (Attach Certified Completion Certificate) (Max 10 points/project)

*Attach additional pages if more space is required	Total Points
--	--------------

FORM R: PLANT & EQUIPMENT

The tenderer will receive a maximum of 25 points based on information provided in this schedule.

1. The following are lists of major items of relevant equipment that I / we presently own or lease and will have available for this contract or will acquire or hire for this contract if my / our tender is accepted.
2. The tenderer will receive Quality points for listing of plant available for this specific contract as follows:
 - Major plant for construction works if well identified and 100% is owned and available at start of contract maximum points will be as stated in allocated points if owned column.
 - Points will be allocated for hired plant as indicated in the Allocate points for hired plant column in the table below.
 - Points for the plant correctly identified and owned will be calculated according to the allocated points based on the quantities under the Quantities Required column.
3. Proof of ownership to be submitted. Certified copies of motor vehicle license (MVLX) or motor vehicle license and license disc (MVL1) or certificate of registration (RC1) or any valid document issued by the department of transport (where applicable**). Invoices for equipment that are not traveling on the road will be accepted as proof of ownership (where applicable*). The invoice must be in the name of the bidding company or director(s).

Description, size, capacity, etc.	Allocate Points if owned	Allocate Points if hired	Quantity Required	Quantity owned	Points Scored
Excavator (20 ton) *	5.0	2.5	1		
Vibratory Roller *	3.0	1.5	1		
Water Tanker (8000 Litre) **	4.0	2.0	1		
Tipper Truck (10 m ³ or above) **	5.0	2.5	2		
TLB (48 kw Capacity) **	5.0	2.5	1		
1 LDV Bakkie/ or suitable **	3.0	1.5	1		
Total	25.0	12.5			
Total Points Allocated					

NB: Attached additional pages if more space is required.

FORM S: FINANCIAL RESOURCES BANKING INFORMATION

The tenderer will receive a maximum of 10 points based on information provided in this schedule.

Bank rating: B = 10 POINTS

C = 6 POINTS

D = 3 POINTS

DETAILS OF TENDERERS BANKING INFORMATION***Notes to tenderer:***

- The tenderer shall attach to this form a letter of intent for 10% bank guarantee.
- In the event that the tenderer is a joint venture enterprise, the bank guarantee will be expected from the Lead Partner.

BANK NAME:			
ACCOUNT NAME: (e.g. ABC Civil Construction cc)			
ACCOUNT TYPE: (e.g. Savings, Cheque etc.)			
ACCOUNT NO:			
ADDRESS OF BANK:			
CONTACT PERSON:			
TEL. NO. OF BANK / CONTACT:			
How long has this account been in existence:	0-6 months	<input type="checkbox"/>	(Tick which is appropriate)
	7-12 months	<input type="checkbox"/>	
	13-24 months	<input type="checkbox"/>	
	More than 24 months	<input type="checkbox"/>	

**FORM S: FINANCIAL RESOURCES DECLARATION OF PROCUREMENT
ABOVE R 10 MILLION (MBD5)**

For all procurement expected to exceed R10 million (all applicable taxes included), tenderer must complete the following questionnaire:

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

YES / NO

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

.....
.....

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

YES / NO

.....
.....

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

.....
.....

2.2 If yes, please provide particulars

.....
.....

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

YES / NO

.....
.....

a. If yes, furnish particulars

.....
.....

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

YES / NO

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

Signature

Date

Capacity under which Tender is
Signed

Name of Tenderer

FORM S: FINANCIAL RESOURCES
DOCUMENTATION OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE

*The Tenderer must attach hereto an **Original Letter** from the bank or institution with whom he has made the necessary arrangements, to the effect that the said bank or institution will be prepared to provide the required performance guarantee when asked to do so. (Letter of Intent)*

A Pro forma follows herewith for the tenderer to use.

**PRO-FORMA FOR A PERFORMANCE
GUARANTEE PERFORMANCE
GUARANTEE**

Employer

(Name and Address)

Contract No

Contract Title

WHEREAS

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

(hereinafter called "the Contractor") on the _____ day of _____ 20 _____ for the construction of (Contract Title)

at _____

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

AND WHEREAS (hereinafter referred to as the WE

Guarantor") has/have at the request of the Contractor, agreed to give such guarantee;

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

- 1) The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extension of the Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor or liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Completion Date which the Employer may make, give, concede or agree to under the said Contract.
- 2) This guarantee shall be limited to payment of a sum of money.
- 3) The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.

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

This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of Completion

- 4) His intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid of liquidated,
- 5) Our total liability hereunder shall not exceed the sum of

_____ (in words)
R _____ (in figures)

(10% of the tender sum) that amount I/we agree to hold at your disposal.

- 6) The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon the Guarantor's liability hereunder shall cease.

I/We declare that I/we, on behalf of the Guarantor, waive the legal exceptions available to a guarantor and undertake to pay the said amount or such portion thereof as may be demanded, immediately on receipt of a written demand from you.

A certificate under your hand shall be sufficient and satisfactory evidence as to the amount of the Guarantor's liability for the purpose of enabling provisional sentence or any similar relief to be obtained against the Guarantor.

This guarantee is neither negotiable nor transferable, and must be surrendered to the Guarantor in the event of the full amount of the Guarantee being paid to the Employer.

- 7) I/We hereby choose our address for the serving of all notices for all purposes arising here from as

IN WITNESS WHERE OF this guarantee has been executed by us at _____

_____ on the _____ day of _____ 20

As witness:

1. _____ Signature _____
2. _____ Signature _____

Duly authorized to sign on behalf of
(Guarantor)

Address _____

FORM T: MANAGERIAL CAPACITY, EXPERIENCE AND QUALIFICATIONS

The Tenderer will receive a maximum of 25 points based on information provided in this Schedule

Notes to tenderer:

1. The intention of this form is to demonstrate the tenderer's project structure, as well as the lines of responsibility between members of the project team and the overall company structure. Attach own organogram to this form.
2. Joint Venture tenders require the bidder to submit a consolidated organogram that show the lines of responsibility of the proposed personnel involved in the project.
3. State the city or town where the company's head office is located. The locality of regional or satellite offices, regardless of degree of autonomy or size is not required. Only submit the number of offices other than the head office. Do not count offices outside RSA.
4. Registered professional engineers, technicians or technologists means those who are involved in the construction of roads and streets with related storm water structures. Registered professionals of other disciplines (e.g. mechanical/engineers) are considered as employees only.

Head Office: State City/Town: (See note 3.)	
Other Offices: Only list number: (See note 3.)	
Registered Professionals: ECSA or in terms of ECSA approved International Agreements (PrEng, PrTechEng, PrTechniEng) (See note 4.)	
Registered Professionals: SACPCMP (Pr CM) (See note 4)	
Total Employees:	
% share in JV agreement: (State 100% if no JV)	

CONSTRUCTION PERSONNEL

i) Contracts Manager (5 Points)

Contracts Manager is required to have a Degree in Civil Engineering or equivalent qualification Registered Professional: ECSA or in terms of ECSA approved International Agreements (PrEng, PrTechEng, PrTechniEng) or SACPCMP qualification and a minimum of 7 years in bridge construction experience in a contracts manager's role, as indicated below:

EXPERIENCE IN ROADS CONSTRUCTION	7	8	9	10
POINTS	2	3	4	5

ii) Site Agent (10 Points)

Site Agent is required to have a N.D Civil Engineering ;or equivalent to a NQF 6 qualification and a minimum of 5 years in bridge construction experience in a contracts manager's role, as indicated below:

EXPERIENCE IN ROADS CONSTRUCTION	5	6	7	8	9
POINTS	6	7	8	9	10

iii) Site Foreman (5 Points)

Site Foreman on permanent/contract basis, with at least NQF 4 qualification or related qualification with experience in bridge construction projects of not less than seven (7) years. Points will be allocated on a pro-rata basis for experience between 7 to 10 years, as indicated below:

EXPERIENCE IN ROADS CONSTRUCTION	7	8	9	10
POINTS	2	3	4	5

iv) Safety Officer (5 Points)

Safety officer on permanent/contract basis, with a valid First Aid Certificate plus OSHA (Construction Regulations) qualification or related qualification with experience in bridge construction projects of not less than three (3) years. Points will be allocated on a pro-rata basis for experience between 3 to 5 years, as indicated below:

EXPERIENCE IN ROADS CONSTRUCTION	3	4	5
POINTS	2	3	5

Experience	Points
Provide detailed CVs, certified ID copies and qualifications for all Key Personnel for each category stated above.	25

N.B Points to be allocated based on the CV's provided. The appointed contractor is to provide such personnel as attached or one with equivalent qualifications, ID copies and experience. Failure to do so will result to termination of contract.

KEY PERSONNEL EXPERIENCE (CONTRACTS MANAGER)

The tenderer shall provide details of previous experience required for this project. Proof of registration must be attached to this form.

Name	Position in Team	ECSA Reg. No	Category	SACPCMP Reg. No	Category	No. of Years' Experience
	Contracts Manager					

Technical/Managerial Experience

(List only the most recent 5 projects of the key staff that the tenderer considers relevant to the specified scope of works.)

Description of Project	Position Held	Project Start Date	Project Completion Date	Contract Value	Client and Contact Person	Contact No.

KEY PERSONNEL EXPERIENCE (SITE AGENT)

The tenderer shall provide details of previous experience required for this project. Proof of registration must be attached to this form.

Name	Position in Team	ECSA Reg. No	Category	SACPCMP Reg. No	Category	No. of Years' Experience
	Site Agent					

Technical/Managerial Experience

(List only the most recent 5 projects of the key staff that the tenderer considers relevant to the specified scope of works.)

Description of Project	Position Held	Project Start Date	Project Completion Date	Contract Value	Client and Contact Person	Contact No.

KEY PERSONNEL EXPERIENCE (SITE FOREMAN)

The tenderer shall provide details of previous experience required for this project. Proof of registration must be attached to this form.

Name	Position in Team	ECSA Reg. No	Category	SACPCMP Reg. No	Category	No. of Years' Experience
	Site Foreman					

Technical/Managerial Experience

(List only the most recent 5 projects of the key staff that the tenderer considers relevant to the specified scope of works.)

Description of Project	Position Held	Project Start Date	Project Completion Date	Contract Value	Client and Contact Person	Contact No.

ATTACH CV'S AND CERTIFIED QUALIFICATIONS OF KEY PERSONNEL TO THIS PAGE

Note: Only CV's, Certified Qualifications and ID copies of Key personnel that were named and shown on the organogram to be attached.

COMPETENCE ACHIEVEMENT SCHEDULE (QUALITY)

		MAXIMUM POINTS TO BE ALLOCATED	POINTS CLAIMED BY TENDERER	ALLOCATED POINTS
Company Experience:	Form Q	40		
Plant and Equipment:	Form R	25		
Financial References:	Form S	10		
Managerial Capacity:	Form T	25		
	Sub- Total	100		
	TOTAL	100		

Note:

Total allocated for Quality is 100 points. The minimum threshold required to qualify for the next stage of evaluation is 60 points. Only those tenders that achieve the minimum number will proceed to the price and preference evaluation stage.

SUPPLY CHAIN POLICY USING 80/20 PREFERENCE POINT SYSTEM

	MAXIMUM POINTS TO BE ALLOCATED
Price	80
Specific Goals	20
TOTAL	100

FORM V: SCHEDULE OF TENDER COMPLIANCE**Note to tenderer:**

This Table has been created as an aid to ensure a tenderer's compliance with the completion of the returnable forms and schedules and subsequent placement in the correct envelope.

FORM NO / GBD NO	FORM DESCRIPTION	TICK IF COMPLETED
A	CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING	
B	RECORD OF ADDENDA TO TENDER DOCUMENTS	
C	PROPOSED AMENDMENTS AND QUALIFICATIONS	
D	PREFERENCING SCHEDULE: BROAD BASED BLACK ECONOMIC EMPOWERMENT STATUS	
E	COMPULSORY DECLARATION	
F	MUNICIPAL DECLARATION AND RETURNABLE DOCUMENTS	
G	CERTIFICATE OF INDEPENDENT TENDER	
H	DECLARATION OF GOOD STANDING REGARDING TAX	
I	DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	
J	REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE	
K	DECLARATION OF TENDERER'S LITIGATION HISTORY	
L	AUTHORITY OF SIGNATORY	
M	SCHEDULE OF SPECIALIST SUBCONTRACTORS	
N	PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER	
O	SCHEDULE OF CURRENT COMMITMENTS	
P	REGISTRATION WITH CIDB	
Q	COMPANY EXPERIENCE IN RELATION TO SCOPE OF WORKS	
R	PLANT & EQUIPMENT	
S	FINANCIAL RESOURCES	
T	MANAGERIAL CAPACITY, EXPERIENCE AND QUALIFICATIONS	
U	DECLARATION OF LOCAL CONTENT AND PRODUCTION	N/A

THE CONTRACT

PART C1 AGREEMENT AND CONTRACT DATA

PART C2 PRICING DATA

PART C3 SCOPE OF WORKS

PART C4 SITE INFORMATION

PART C1 **AGREEMENT AND CONTRACT DATA**

CONTENTS	PAGE(S)
C1.1 FORM OF OFFER	C1.1-1
C1.2 FORM OF ACCEPTANCE	C1.2-1
C1.3 SCHEDULE OF DEVIATIONS	C1.3-1
C1.4 CONTRACT DATA	C1.4-1 to C1.4-6
C1.5 PERFORMANCE GUARANTEE	C1.5-1 to C1.5-4
C1.6 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)	C1.6-1 to C1.6-3
C1.7 CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)	C1.7-1 to C1.7-2

C1.1 FORM OF OFFER

C1.2 FORM OF ACCEPTANCE

C1.3 SCHEDULE OF DEVIATIONS

C 1.1: FORM of OFFER**OFFER**

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **CONSTRUCTION OF PEDESTRIAN BRIDGE-SILIGANE**

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

By the representative of the tenderer, deemed to be duly authorized, 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 any value added tax or sales tax which the law requires the employer to pay, is _____

_____ (in words) R _____ (in figures)

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

for the TENDERER

Signature: _____

Name: _____

Capacity: _____

Witness:

Name: _____

Signature: _____

Date: _____

C1.2: FORM of ACCEPTANCE**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 C 1: Agreements and contract data, (which includes this agreement) Part C 2:

Pricing data

Part C 3: Scope of work.

Part C 4: 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 as 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 securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

for the EMPLOYER

Signature: _____

Date: _____

Name: _____

Capacity: _____

Witness:

Name: _____

Signature: _____

Date: _____

C1.3: SCHEDULE of DEVIATIONS

1 Subject

Details

2 Subject

Details

3 Subject

Details

4 Subject

Details

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

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

for the TENDERER

Signature: _____

Name: _____

Capacity: _____

for the EMPLOYER

Name: _____

Signature: _____ Date: _____

Capacity: _____

Witness:

Name: _____

Signature: _____ Date: _____

C1.4 CONTRACT DATA

C1.4: CONTRACT DATA**CONDITIONS OF CONTRACT****PART 1: DATA PROVIDED BY THE EMPLOYER****CONDITIONS OF CONTRACT**

The General Conditions of Contract for Construction Works, Third Edition, 2015, published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, are applicable to this contract and is obtainable from www.saice.org.za.

CONTRACT SPECIFIC DATA

The following contract specific data, referring to the General Conditions of Contract for Construction Works, Third Edition, 2015, are applicable to this Contract.

PART 1: DATA PROVIDED BY THE EMPLOYER

The following contract specific data are applicable to this Contract:

Clause	Description	
1.1.1.13	The Defects Liability Period is 12 months	
1.1.1.15	The Name of the Employer is the City of Mbombela .	
1.1.1.16	The Name of the Employer's Agent is RSK3 Consulting Engineers	
1.1.1.26	The pricing strategy: Re-Measurement Contract	
1.2.1.2	The Employer's address for receipt of communications is: Physical address: 1 Nel Street MBOMBELA 1200 Postal address: PO Box 45 MBOMBELA 1200 Telephone: 013 759 9111 Fax: 013 759 2070 E-mail: nhlanhla.dhlamini@mbombela.gov.za	
1.2.1.2	The address of the Employer's Agent is: Physical address: 53 Outeniqua Street White River 1240 Postal address: PO Box 1108 White River 1240 Telephone: 013 750 0204 Fax: 013 752 4199 E-mail: info@rsk3engineers.co.za	
2.4	Variations to the Conditions of Contract are: Add the following at the end of sub clause 2.4.1: " The several documents forming the Contract shall rank in the following order of precedence: 1. Contract Agreement, 2. Form of Offer and Acceptance,	

Clause	Description
	<p>3. Contract Data, 4. Specification Data, 5. Standardized Specifications, 6. Drawings, 7. Bill of Quantities, 8. Statutory Regulations, 9. Other standard specifications.</p> <p>If the contents of any part of the documents contradict any other part, the document in the highest position on the above order of precedence shall have preference and apply."</p>
4.3.3	<p>Add the following at the end of sub clause 4.3.2:</p> <p>"4.3.3 The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Amendment Act, 1993 (Act 85 of 1993), hereinafter referred to as 'the Act', that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act:</p> <ul style="list-style-type: none"> (i) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the Regulations promulgated in terms of the Act. (ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations on the Contractor will be fully complied with. (iii) The Contractor accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from himself being obliged to comply with any of the aforesaid duties, obligations and prohibitions, with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations. (iv) The Contractor agrees that any duly authorized officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to monitor that the Contractor has conformed to his undertakings as described in paragraphs (i) and (ii) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or any appropriate records or safety plans held by the Contractor. (v) The Contractor shall be obliged to report forthwith to the Employer and Employer's Agent any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing, to the Employer and Employer's Agent, of such investigation, complaint or criminal charge. <p>The Contractor shall furthermore, in compliance with Constructional Regulations 2003 to the Act:</p> <ul style="list-style-type: none"> (vi) Acquaint himself with the requirements of the Employer's health and safety specification as laid down in regulation 5(1) of the Construction Regulation 2014, and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 6(1) of the Construction Regulation 2014 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment shall be submitted to the Employer for approval within seven (7) days after acceptance of the bid, and shall be implemented and maintained from the Commencement of the Works.

Clause	Description
	<p>(vii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2003, to ensure that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with the requirements of these Regulations shall entitle the Employer's Agent, at the request of the Employer or his agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time that the Employer or his agents are satisfied that the issues in which the Contractor has been in default have been rectified."</p> <p>(viii) Acquaint himself with the requirements of COVID-19 OCCUPATIONAL HEALTH AND SAFETY MEASURES IN WORKPLACES COVID-19 (C19 OHS), 2020, and prepare a suitably and sufficiently documented COVID-19 health and safety plan as contemplated in COVID-19 (C19 OHS), 2020 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment which includes the COVID-19 safety plan shall be submitted to the Employer for approval within seven (7) days after acceptance of the bid. The COVID-19 safety plan shall be implemented and maintained from the Commencement of the Works for as long as the declaration of a national disaster published in Government Gazette 43096 on 15 March 2020 remains in force.</p> <p>The Employer and Contractor agree that the Contractor will comply with the provisions of "The Mine Health and Safety Act, (Act 29 of 1996) as amended by the Mine Health and Safety Amendment Act (Act 72 of 1997).</p> <p>The following arrangements and procedures will apply:</p> <ul style="list-style-type: none"> (i) The Contractor shall himself obtain the Mining Authorization for the sites. (ii) Contractor shall assume responsibility for the Environmental Management Programs (EMP) in respect of the sites and shall ensure that the sites are rehabilitated at the conclusion of the Contract. (iii) The Contractor shall comply with the provisions of the Act and the requirements of the Director: Mineral Development of the Department of Minerals and Energy in making the necessary financial provisions to mine optimally and safely and to rehabilitate the surface of the land concerned satisfactory and to carry out the EMP. All costs incurred in providing a guarantee or other financial provision shall be borne by the Contract. (iv) This Agreement shall hold good from the date on which the Mining Authorization is issued until the date on which a Closure Certificate is issued in terms of the Minerals Act, 1991. (v) Nothing in this Agreement shall exonerate the Contractor from compliance with any requirements of the Employer's Agent regarding the rehabilitation of sites prior to the issue of a Final Approval Certificate in terms of clause 5.16.2 of the General Conditions of Contract (2010). (vi) The Contractor shall undertake all the duties and accept all the responsibilities of the owner in compliance with the requirements of the Act as amended. (vii) The Contractor accepts responsibility for compliance with the Act, as amended, by all his sub-contractors whether or not selected and/or approved by the Employer.
5.3.1	<p>The documentation required before commencement with Works execution are:</p> <ul style="list-style-type: none"> • Health and Safety Plan (refer to clause 4.3.1) • Initial programme (Refer to clause 5.6.1) • Security (Refer to clause 6.2.1) • Insurance (Refer to Clause 8.6.1)
5.3.2	<p>The time to submit the documentation required, before commencement with Works execution is 14 calendar days.</p>

5.4.2

The access and possession of site shall not be exclusive to the Contractor.

Clause	Description
5.8.1	The non-working days are public holidays and Sundays. The special non-working days are: The year-end break from 16-Dec-2022 to 09-Jan-2023 OR AS PER SAFCEC TBA
5.13.1	The penalty for failing to complete the Works is: is 0.05 % of the Total Tender Sum per Calendar Day
5.14.1	Practical completion is reached when: The completed pedestrian bridge can be opened to traffic for use.
5.16.3	The latent defect period is 10 years after date of completion
6.5.1.2.3	The percentage allowances to cover all charges for the Contractor's and subcontractor's profits, timekeeping, clerical work, insurance, establishment, superintendence and the use of hand tools is 15% .
6.8.2	This contract does not include for contract price adjustment
6.8.3	Price adjustments for variations in the costs of special materials are not allowed.
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%
6.10.3	The limit of retention money is 10%
8.6.1.1.2	Not required.
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum will be calculated at 12% of the claim value.
8.6.1.2	A coupon policy for Special Risks Insurance issued by the South African Special Risks Insurances Association is required.
8.6.1.3	The limit of indemnity for liability insurance is <u>R 5 000 000.00</u> for any single liability claim
10.5.2	Dispute resolution shall be ad-hoc adjudication.
10.5.3	The number of Adjudication Board Members to be appointed is one .
10.7.1	The determination of disputes shall be by arbitration .
Special Clause	The Contractor's CIDB grading must remain active at the same of higher level as at time of appointment, should the grading be suspended, downgraded and or expire the Contractor will only be allowed 21 days to remedy such and failure could result in termination of the Contract.

PART 2: DATA PROVIDED BY THE CONTRACTOR

The Contractor is advised to read the *General Conditions of Contract for Construction Works*, Third Edition (2015) published by the South African Institution of Civil Engineering, in order to understand the implications of this Data which is required to be completed.

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

C1.5 FORM OF GUARANTEE

PRO FORMA PERFORMANCE**GUARANTEE****GUARANTOR DETAILS AND DEFINITIONS**

"Guarantor" means:

Physical address:

"Employer" means:

"Contractor" means:

"Employer's Agent" means:

"Works" means:

"Site" means:

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

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

Amount in words:

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

Amount in words:

"Expiry Date" means:

CONTRACT DETAILS

Employer's Agent issues: Interim Payment Certificates, Final Payment Certificate and the Certificate Completion of the Works as defined in the Contract.

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the 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 calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

C1.6 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993
(ACT NO 85 OF 1993)

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

THIS AGREEMENT made at

on this the day of in the year

between CITY OF MBOMBELA (hereinafter called "the Employer") of the one part, herein represented by

in his capacity as

and

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

.....

in his capacity as

WHEREAS the Employer is desirous that certain works be constructed, viz Construction Of Allice Gudlani Road and has accepted a Tender by the Mandatory for the construction, completion and maintenance of such Works and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 The Mandatory shall execute the work in accordance with the Contract Documents pertaining to this Contract.
- 2 This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or Employer's Agent requiring him to commence the execution of the Works, to either
 - (a) the date of the Final Approval Certificate issued in terms of Clause 52.1 of the General Conditions of Contract (hereinafter referred to as "the GCC"),
 - (b) the date of termination of the Contract in terms of Clauses 54, 55 or 56 of the GCC.
- 3 The Mandatory declares himself to be conversant with the following:
 - (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:
 - (i) Section 8 : General duties of employers to their employees;
 - (ii) Section 9 : General duties of employers and self-employed persons to persons other than employees;
 - (iii) Section 37 : Acts or omissions by employees or Mandatory, and
 - (iv) Subsection 37(2) relating to the purpose and meaning of this Agreement.
 - (b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his subcontractors.
 - (c) **All the requirements, regulations and standards of the COVID-19 Occupational Health and Safety Measures in Workplaces, COVID-19 (C19 OHS), 2020.**
- 4 In addition to the requirements of Clause 33 of the GCC and all relevant requirements of the above-mentioned Volume 3, the Mandatory agrees to execute all the Works forming part of this Contract and to operate and utilise all machinery, plant and equipment in accordance with the Act.

5 The Mandatory is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.

The Mandatory warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993, which cover, shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.

6 The Mandatory undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:

- (a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
- (b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
- (c) The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Mandatory and/or his employees and/or his subcontractors.

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

SIGNED FOR AND ON BEHALF OF THE EMPLOYER: _____

WITNESS 1 _____ 2 _____

NAME 1 _____ 2 _____

(IN CAPITALS)

SIGNED FOR AND ON BEHALF OF THE MANDATORY: _____

WITNESS 1 _____ 2 _____

NAME 1 _____ 2 _____

(IN CAPITALS)

**C1.7 CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF
OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)**

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

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

An example is given below:

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

Mr/Ms _____ whose _____ signature

appears below, has been duly authorised to sign the AGREEMENT in terms of THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 of 1993) on behalf of:

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS CAPACITY AS: _____

DATE: _____

SIGNATURE OF SIGNATORY: _____

WITNESS: 1. _____ 2. _____

NAME (in capitals): 1. _____ 2. _____

PART C2 PRICING DATA

C2.1 PRICING INSTRUCTIONS

C2.1: PRICING INSTRUCTIONS

1 The Tender Data, the Contract Data, the Scope of Work, the Site Information and the Drawings shall be read in conjunction with the Schedule of Quantities.

2 The Schedule comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.

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

The measurement and payment clauses of each Specification, read together with the relevant clauses of the Specification Data, all set out which ancillary or associated activities are included in the rates for the specified operations.

3 Descriptions in the Schedule of Quantities are abbreviated and may differ from those in the Standardized and Specification Data. No consideration will be given to any claim by the Contractor submitted on such a basis. The Schedule has been drawn up generally in accordance with the latest issue of Civil Engineering Quantities¹. Should any requirement of the measurement and payment clause of the appropriate Standardized or Specification Data be contrary to the terms of the Schedule or, when relevant, to the Civil Engineering Quantities, the requirement of the appropriate Standardized Specification or Specification Data as the case may be, shall prevail.

4 Unless stated to the contrary, items are measured and paid for net, in accordance with the Drawings, without any allowance having been made for waste.

5 The amounts and rates to be inserted in the Schedule of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Tender is based.

6 An amount or rate shall be entered against each item in the Schedule of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Schedule.

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

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

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

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

The ordering of materials shall not be based on the quantities in the Schedule of Quantities. Materials ordered from the Schedule of Quantities without prior confirmation by the Employer's Agent shall be at the risk of the Contractor. No compensation shall be paid for materials ordered erroneously and all costs shall be borne by the Contractor.

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

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

The ordering of materials shall not be based on the quantities in the Schedule of Quantities. Materials ordered from the Schedule of Quantities without prior confirmation by the Employer's Agent shall be at the risk of the Contractor. No compensation shall be paid for materials ordered erroneously and all costs shall be borne by the Contractor.

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

Unit : The unit of measurement for each item of work as defined in the COLTO Standardized Specification for Road and Bridge Works for State Authorities (1998 edition) or the Specification Data.

Quantity: The number of units of work for each item

Rate : The payment per unit of work at which the Tenderer tenders to do the work Amount : The quantity of an item multiplied by the tender rate of the (same) item Sum :

An amount tender for an item, the extent of which is described in the Schedule of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

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

mm	=	millimetre
m	=	meter
km	=	kilometre
km-pass	=	kilometre-pass
m^2	=	square metre
m^2 -pass	=	square meter-pass
ha	=	hectare
m^3	=	cubic meter
m^3 -km	=	cubic meter kilometre
kW	=	kilowatt
kN	=	kilo-Newton
kg	=	kilogram
l	=	litre
kl	=	kilolitre
ML	=	mega litre
t	=	ton (1 000 kg)
%	=	per cent
MN	=	mega-Newton
MN-m	=	mega-Newton-meter
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum
Sum	=	Lump Sum

C2.2: BILL OF QUANTITIES

SCHEDULE OF QUANTITIES

C2.2-2 to C2.2-26

SUMMARY OF SCHEDULE OF QUANTITIES

C2.2-27



CITY OF MBOMBELA

SCHEDULE OF QUANTITIES
CONSTRUCTION OF SILIGANE PEDESTRIAN BRIDGECOM54/201
9

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
				R	
SECTION	GENERAL REQUIREMENTS AND PROVISIONS				
1200	The contractor's obligations in respect of local and other labourers:				
B12.01	<p>(a) Local and other labourers</p> <p>(b) Written agreements between the contractor and local and other labourers</p>	lump sum	1,00		
		lump sum	1,00		
B12.02	<p>LI Liaison Officer</p> <p>(a) Remuneration of Liaison Officer</p> <p>(b) Remuneration of Project Liaison Committee</p> <p>(c) Provision for site meeting</p> <p>(d) Contractor's charge to allow for handling costs and profit in respect of sub-item 12.02(a) and (b)</p>	Mont h Prov Sum PSum %	7,00 1 1 103 441	9 063 31 000 9 000	63 441.00 31 000.00 9 000.00
B12.03	<p>LI Relocation of Services</p> <p>(a) Relocation, including lowering or raising, protection and /or repair of existing services which are not allowed for under items in the schedule of quantities</p> <p>(b) Contractor's charge to allow for handling costs and profit in respect of sub-item 12.03(a)</p>	Prov Sum %	1,00 15 000	15 000	15 000.00
B12.04	<p>LI Training:</p> <p>(a) Wages and salaries of local and other labourers employed by the contractor, subcontractors and emerging contractors in respect of training periods for on site training by the contractor during which no productive work is executed</p> <p>(b) Accredited and approved training courses for selected local and other labourers including local and other labourers including wages during training</p>	lump sum Prov Sum	1,00 1	60 000	60 000.00
BALANCE CARRIED FORWARD					

BALANCE BROUGHTFORWARD					
		(c) Contractor's charge to allow for handling costs and profit in respect of subitem 12.04 (b)	%	60 000	
		TOTAL CARRIED FORWARD TO SUMMARY			



CITY OF MBOMBELA

SCHEDULE OF QUANTITIES
CONSTRUCTION OF SILIGANE PEDESTRIAN BRIDGECOM54/201
9

ITEM		DESCRIPTION	UNIT	QTY	RATE	AMOUNT
					R	
SECTION		CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS				
1300		The contractor's general obligations:				
B13.01		(a) Fixed obligation	Lump sum	1		
		(b) Value-related obligations	Lump sum	1		
		(c) Time-related obligations	Month	7		
B13.02		Health and Safety Obligations	Lump Sum	1		
		(a) Fixed obligations for the preparation of risk assessments, safe work procedures, the project Health & Safety file, the Health & Safety plan and any other Health & Safety matters that the Contractor deems necessary	Lump Sum	1		
		(b) Fixed obligations for completing and checking the Project Health & Safety file and handing it over to the Employer on completion of the Works	month	7		
		(c) Contractor's time related obligations in respect of the Occupation Health and Safety Act and Construction Regulations	Lump Sum	1		
		(d) Cost of medical certificate and medical surveillance including for subcontractors	Lump Sum	1		
B13.03		Environmental management plan	Lump Sum	1		
		Compliance with EMP and ROD	Lump Sum	1		
B13.04	LI	Supply, transport to site and erect contract signboards	No	2		
BALANCE CARRIED FORWARD						

BALANCE BROUGHT FORWARD						
B13.05		Engineer's Provisions				
		(a) Provision of Health and Safety Consultant	PC Sum	1	50 000	350 000
		(b) Provision of an environmental Consultant, ECO, EMP	PC Sum	1	50 000	350 000
		(c) Level 3 Construction supervision monitoring	PC Sum	1	125 000	875 000
		(d) Provisional sum for the EIA Study	PC Sum	1	452 000	452 000
		(e) Provisional sum for Floodline study	PC Sum	1	67 000	67 000
		(f) Documentation and Procurement Stage Costs	PC Sum	1	125 000	125 000
		(g) Social Facilitation	PC. Sum	1	45 500	318 500
		(h) Contractor's handling cost with respect of sub item a), b) up to g) above	%	R 2,537,500		
TOTAL CARRIED FORWARD TO SUMMARY						

**CITY OF MBOMBELA****SCHEDULE OF QUANTITIES
CONSTRUCTION OF SILIGANE PEDESTRIAN BRIDGE**

COM54/2019

ITEM		DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
SECTION		HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL				
1400						
14.01	LI	<p>Office and laboratory accommodation:</p> <p>The provision of accommodation as specified, including roof, external and internal walls, windows complete with glazing, doors with locks and fittings, burglar proofing, painting, floors, fencing, the provision of a 220/250 volt electrical installation with wiring, switchboards, etc., water and sewerage installation, and stores, complete, in accordance with the drawings and specifications, except for items scheduled elsewhere:</p> <p>(a) Offices (interior floor space only)</p> <p>(c) Open concrete working floors, 150 mm thick</p> <p>(d) Roofs over open concrete working floors</p>				
B 14.02	LI	<p>Office and laboratory furniture</p> <p>(a) High back office Chairs</p> <p>(d) Desks, complete with drawers and locks</p> <p>(g) Hang racks for contract drawings</p>				
14.03	LI	<p>Office and laboratory fittings, installations and equipment:</p> <p>(a) Items measured by number:</p> <p>(i) 220/250 volt power point</p> <p>(ii) 400/231 volt 3 phase power points</p>				
		BALANCE CARRIED FORWARD				
		BALANCE BROUGHT FORWARD				

		(iv) Double 55 watt fluorescent light fittings complete with ballast and tubes	No.	3			
		(x) Fire extinguishers,9,0kg, all purpose dry powder type, complete, mounted on wall with brackets.	No.	2			
		(xv) Steel filing cabinets with drawers with shelves	No.	1			
		(xviii) Voltage stabilizers	No.	2			
		(b) Prime-cost items and paid for in a lump sum:					
		(i) The provision of telephone service, including the cost of calls in connection with contrast administration and telephone (1 phone) rental	PC Sum	1	5 000	5 000	
		(ii) Handling costs and profit in respect of subitem 14.03(b) (i) above	%		5 000		
14.03	LI	(c) Items measured by area:					
14.04	LI	Viii) Notice boards as specified	No.	1			
14.08	LI	Car ports:					
		Car ports, as specified, at offices and laboratory buildings	No.	1			
14.10	LI	Services:					
		(a) Services at offices and laboratories:					
		(i) Fixed costs	lump sum	1			
		(ii) Running costs	month	7			
		Provision of Photostat facilities for the sole use of the engineer and his personnel	month	7			
TOTAL CARRIED FORWARD TO SUMMARY							



CITY OF MBOMBELA

SCHEDULE OF QUANTITIES
CONSTRUCTION OF SILIGANE PEDESTRIAN BRIDGE

COM54/2019

ITEM		DESCRIPTION	UNIT	QTY	RATE	AMOUNT
					R	
SECTION 1600		OVERHAUL				
16.02		Overhaul on material hauled in excess of 1.0 Km	m ³ -km	5000		
TOTAL CARRIED FORWARD TO SUMMARY						

**CITY OF MBOMBELA****SCHEDULE OF QUANTITIES****CONSTRUCTION OF SILIGANE PEDESTRIAN BRIDGE**

COM54/2019

ITEM		DESCRIPTION	UNIT	QTY	RATE	AMOUNT
					R	
SECTION B1700		CLEARING AND GRUBBING				
B 17.01	LI	Clearing and grubbing	ha	1		
17.02	LI	Removal and of grubbing of large trees and tree stumps (including unlimited free-haul distance to approve dumping site):				
		(a) Girth exceeding 1m up to and including 2m	No.	35		
		(b) Girth exceeding 2m up to and including 3m	No.	2		
17.03	LI	Reclearing of surfaces (on the written instructions of the engineer only)	ha	1		
17.04	LI	Clearing and grubbing at inlets and outlets of hydraulic structures	m ²	10		
TOTAL CARRIED FORWARD TO SUMMARY						

**CITY OF MBOMBELA****SCHEDULE OF QUANTITIES****CONSTRUCTION OF SILIGANE PEDESTRIAN BRIDGE**

COM54/2019

ITEM		DESCRIPTION	UNIT	QTY	RATE	AMOUNT
					R	
SECTION						
B1800		DAYWORK SCHEDULE (as specified in the project specifications)				
B18.01	LI	Day work: (a) Normal working hours: i. Foreman ii. Artisan iii. Operator iv. Labourer	hour	20		
B18.02		Hire of construction equipment: (a) Pedestrian roller (Bomag) (b) Water Truck (min 10 000l)	hour	20		
B18.03		PROVISIONAL ITEMS (a) Material at a nett cost (b) Percentage adjustment on B18.03 (a)	Prov Sum	1	50 000	50 000
TOTAL CARRIED FORWARD TO SUMMARY						



CITY OF MBOMBELA

SCHEDULE OF QUANTITIES
CONSTRUCTION OF SILIGANE PEDESTRIAN BRIDGE

COM54/2019

ITEM		DESCRIPTION	UNIT	QTY	RATE	AMOUNT
						R
SECTION 2100		DRAINS				
21.01	LI	Excavation for open drains: (a) Excavating soft material situated within the following depth ranges below the surface level: (i) 0 m up to 1,5m (ii) Exceeding 1.5m and up to 3.0m	m ³	15		Rate Only
21.02	LI	Clearing and shaping existing open drains	m ³	5		
21.03	LI	Excavation for subsoil drainage systems: (a) Excavating soft material situated within the following depth ranges below the surface level: (i) 0m up to 1.5m (b) Extra over subitem 21.03 (a) for excavation in hard material, irrespective of depth	m ³	15	m ³	5
21.04	LI	Impermeable backfilling to subsoil drainage systems	m ³	2		
21.06	LI	Natural permeable material in subsoil drainage systems (Crushed stones) (b) Crushed stone obtained from commercial sources (19 mm stone)	m ³	10		
21.07	LI	Natural permeable material in subsoil drainage systems (Sand) Sand obtained from approved sources on the site	m ³	10		
21.08	LI	Pipes in subsoil drainage systems (b) 50 mm uPVC pipe and fitting (e) 65 mm dia perforated HDPE drainage pipe complete with coupling	m	5	m	15
BALANCE CARRIED FORWARD						

BALANCE BROUGHT FORWARD						
21.10	LI	Synthetic-fiber filter fabric (Nelton drainage flownet enveloped in A5 bidim jacket	m ²	25		
21.19	LI	Selected backfill material under concrete-lined side drains compacted to 93% of mod AASHTO density	m ³	2		
B21.20		Provision, delivery and installation of nails and steel wire barrier as per Drawing No. RSK3-SILB-001-08	Sum	1		
TOTAL CARRIED FORWARD TO SUMMARY						

**CITY OF MBOMBELA****SCHEDULE OF QUANTITIES**
CONSTRUCTION OF SILIGANE PEDESTRIAN BRIDGE

COM54/2019

ITEM		DESCRIPTION	UNIT	QTY	RATE	AMOUNT
					R	
SECTION 2300		CONCRETE KERBING, CONCRETE CHANNELLING, OPEN CHUTES AND CONCRETE LININGS FOR OPEN DRAINS				
23.06	LI	Inlet, outlet, transition and similar structures (typical designs):				
		(a) Concrete class 25/19	m ³	6		
		(b) Formwork F1 Surface finish	m ²	16		
23.07	LI	Trimming of excavations for concrete lined open drains				
		(a) in soft material	m ²	80		
		(b) in hard material	m ²	10		
23.08	LI	Concrete lining for open drains				
		(a) Cast in situ concrete lining (25MPa/19mm, V drain)	m ³	15		
		(b) Class U2 surface finish to cast in situ concrete (V drain)	m ²	150		
23.09	LI	Formwork to cast in situ concrete lining for open drains (class F2 surface finish)				
		(b) to sides with formwork on both internal and external faces (each face measured)	m ²	14		
B23.10	LI	10 mm Flexcell or similar approved Sealed joints in concrete linings of open drains	m	10		
23.12	LI	Steel Reinforcement:				
		(c.) Welded steel fabric (Ref 395)	kg	180		
23.13	LI	Polyethylene sheeting (0.15mm thick) for concrete lined open drains	m ²	50		
TOTAL CARRIED FORWARD TO SUMMARY						

**CITY OF MBOMBELA****SCHEDULE OF QUANTITIES****CONSTRUCTION OF SILIGANE PEDESTRIAN BRIDGE**

COM54/2019

ITEM		DESCRIPTION	UNIT	QTY	RATE	AMOUNT
					R	
SECTION						
3100		BORROW MATERIALS				
31,01		Excess overburden	m ³	100		
31,03	LI	Finishing-off borrow areas in:				
		(b) Intermediate material	ha	1		
		(c) Soft material	ha	1		
TOTAL CARRIED FORWARD TO SUMMARY						

**CITY OF MBOMBELA****SCHEDULE OF QUANTITIES**
CONSTRUCTION OF SILIGANE PEDESTRIAN BRIDGE

COM54/2019

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
					R
SECTION B3300	MASS EARTHWORKS				
B33.01	Cut and borrow to fill, including free-haul up to 1 km: (a) Material in compacted layer thicknesses of 200mm and less: (ii) Compacted to 93% of modified AASHTO density	m ³	1500		
33.03	Extra over item 33.01 for excavating and breaking down material in: (a) Intermediate excavation (b) Hard excavation	m ³	570		
B33.04	Cut to spoil, including free-haul up to 1 Km . Material obtained from: (a) Soft Excavation (b) Intermediate excavation (c) Hard excavation	m ³	300		
33.13	Finishing-off cut and fill slopes, medians and interchanges areas: (b) Fill slopes	m ²	580		
TOTAL CARRIED FORWARD TO SUMMARY					



CITY OF MBOMBELA

SCHEDULE OF QUANTITIES

CONSTRUCTION OF SILIGANE PEDESTRIAN BRIDGE

COM54/2019

ITEM		DESCRIPTION	UNIT	QTY	RATE	AMOUNT
					R	
SECTION 5100		PITCHING, STONEWORK AND PROTECTION AGAINST EROSION				
51,01	LI	Stone pitching: (b) Grouted stone pitching	m ²	150		
TOTAL CARRIED FORWARD TO SUMMARY						



CITY OF MBOMBELA
SCHEDULE OF QUANTITIES
CONSTRUCTION OF SILIGANE PEDESTRIAN BRIDGE

COM54/2019

ITEM		DESCRIPTION	UNIT	QTY	RATE	AMOUNT
					R	
SECTION 5200		GABIONS				
52.01		Foundation trench excavation and backfilling:				
		(a) In solid rock (material which requires blasting)	m ³	120		
		(b) In all other classes of materials	m ³	200		
52.02	LI	Surface preparation for bedding the gabions	m ²	200		
52.03	LI	Gabions:				
		(a) Galvanized gabion boxes:				
		(i) 4,0 x 1x 1m size and 2 x 1 x 1 m with 100 mm x 100 mm x 5mm dia. Galvanized mesh wire	m ³	600		
52.04	LI	Filter fabric:				
		(a) Grade A2:				
		(i) Non-woven	m ²	2400		
TOTAL CARRIED FORWARD TO SUMMARY						



CITY OF MBOMBELA
SCHEDULE OF QUANTITIES
CONSTRUCTION OF SILIGANE PEDESTRIAN BRIDGE

COM54/2019

ITEM		DESCRIPTION	UNIT	QTY	RATE	AMOUNT
					R	
SECTION		LANDSCAPING AND PLANTING PLANTS				
5800						
58,03	LI	Preparing the areas for grassing				
		(c) Topsoiling within the road reserve, where the following materials are used:				
		(i) Topsoil obtained from within the road reserve or borrow areas (free-haul 1Km)	m ³	15		
58,04	LI	Grassing:				
		(a) The planting of grass cuttings				
		(i) Kweek grass	ha	0.5		
58,10	LI	Extra work for landscaping	Prov Sum	1	20 000	20 000
TOTAL CARRIED FORWARD TO SUMMARY						



CITY OF MBOMBELA

SCHEDULE OF QUANTITIES

CONSTRUCTION OF SILIGANE PEDESTRIAN BRIDGE

COM54/2019

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
					R
SECTION	FOUNDATIONS FOR STRUCTURES				
6100					
61.01	Additional foundation investigations	Prov Sum	1	50 000	50 000
61.02	Excavation: (a) Excavating soft material situated within the following successive depth ranges: (i) 0m up to 2 m (ii) Exceeding 2 m and up to 4 m (b) Extra over subitem 61.02(a) for excavation in hard material irrespective of depth (c) Extra over subitem 61.02(a) for additional excavation required by the engineer after the excavation has been completed (d) Extra over subitem 61.02(a) for excavation by hand	m^3 m^3 m^3 m^3	250 200 420 50 5		
61.03	LI Access and Drainage: (a) Access (b) Drainage where no access has been provided	Lump Sum Lump Sum	1 1		
61.04	LI Backfill to excavations (a) Material from the excavation (b) Imported material	m^3 m^3	200 350		
61.05	Fill within a restricted area (extra over item 33.01)		350		
BALANCE CARRIED FORWARD					

BALANCE BROUGHT FORWARD						
61.06		Overhaul in excess of 1 Km on excavated material and on material imported for backfill, foundation fill and fill for aissous	m ³ -km	700		
61.07		Overbreak in excavation in hard material	m ³	210		
B61.08		Foundation fill consisting of: a) Rock Fill d) Mass Concrete , class 20/19 e) 25 mm , class 15/19 Concrete screed	m ³	150		
			m ³	300		Rate Only
			m ³	4		
TOTAL CARRIED FORWARD						



CITY OF MBOMBELA

SCHEDULE OF QUANTITIES

CONSTRUCTION OF SILIGANE PEDESTRIAN BRIDGE

COM54/2019

ITEM		DESCRIPTION	UNIT	QTY	RATE	AMOUNT
					R	
SECTION		FALSEWORK, FORMWORK AND CONCRETE FINISH				
6200						
62.02	LI	Vertical formwork to provide class F3 surface finish to bridge piers, and abutments	m ²	1250		
62.03	LI	Horizontal formwork to provide class F2 surface finish to the deck	m ²	500		
62.04	LI	Inclined formwork to provide class of finish indicated as F2, surface finish to the parapet	m ²	50		
62.06	LI	Formwork to form open joints on deck at the location of abutment (retaining walls)	m ²	10		
B62.10	LI	Provision of safe working platforms alongside bridge deck. The rate shall include full compensation for the supply and erection of safe working platforms including all safety rails to ensure that such platforms conform with the OHS Act requirements. The rate shall further include full compensation for the removal of working platforms and temporary installations.	m ²	500		
TOTAL CARRIED FORWARD TO SUMMARY						



CITY OF MBOMBELA

SCHEDULE OF QUANTITIES

CONSTRUCTION OF SILIGANE PEDESTRIAN BRIDGE

COM54/2019

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
				R	
SECTION	STEEL REINFORCEMENT FOR STRUCTURES				
6300	Steel reinforcement for:				
63.01	(a) Bridge deck slab and beam/handrails, piers, and retaining wall (i) Mild-steel bars (ii) High-yield-stress-steel bars (iii) Welded Steel Fabric (1) Mesh ref 617 (2) Mesh Ref 888	t t Kg Kg	3 13 1500 1500		
TOTAL CARRIED FORWARD TO SUMMARY					

**CITY OF MBOMBELA****SCHEDULE OF QUANTITIES****CONSTRUCTION OF SILIGANE PEDESTRIAN BRIDGE**

COM54/2019

ITEM		DESCRIPTION	UNIT	QTY	RATE	AMOUNT
					R	
SECTION		CONCRETE FOR STRUCTURES				
6400						
64.01	LI	Cast in situ concrete:				
		(a) Class 15/19 for screed	m ³	10		
		(b) Class W30/19 for the deck and the in-situ casted beams/handrails	m ³	75		
		(c) Class W30/19 for piers, abutment and retaining walls	m ³	60		
B64.02		Manufacturing precast members including transporting and erecting of the members				
		(a) Precast planks as per drawing RSK3-SILB-007-02	No.	40		
TOTAL CARRIED FORWARD TO SUMMARY						



CITY OF MBOMBELA

SCHEDULE OF QUANTITIES
CONSTRUCTION OF SILIGANE PEDESTRIAN BRIDGE

COM54/2019

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
				R	
SECTION 6600	NO-FINES CONCRETE, JOINTS, BEARINGS, BOLT GROUPS FOR ELECTRIFICATION, PARAPETS AND DRAINAGE FOR STRUCTURES				
66.06	Filled joints (b) An approved silicon expansion joint (Average joint width: 25mm - 30 mm)	m	50,00		
66.09	Proprietary bearings: (a) Prime cost sum allowed for purchasing and taking delivery of bearings (b) Percentage on prime cost sum for charges and profit	PC Sum	1,00	60 000	60 000
66.10	Installing the proprietary bearings (BAR 25/10/5 technoslide bearings)	No	10,00		
66.19	Drainage pipes and weep holes (a) Drainage pipes: (ii) 75 mm uPVC (a) Weep holes: (ii) 75 mm diameter weep hole on deck	No.	24,00		
B66.27	Allow a Provisional Sum for the covering of bridge with barge boards specified by the Engineer	Prov. Sum	1	70 000	70 000
TOTAL CARRIED FORWARD TO SUMMARY					



CITY OF MBOMBELA

SCHEDULE OF QUANTITIES

CONSTRUCTION OF SILIGANE PEDESTRIAN BRIDGE

COM54/2019

ITEM		DESCRIPTION	UNIT	QTY	RATE	AMOUNT
SECTION					R	
7300		CONCRETE BLOCK PAVING FOR ROADS				
73,01	LI	Concrete block paving (interlocking, 60mm thick paving block)	m ²	400		
73,02	LI	Cast in situ concrete edge and intermediate beams	m ³	15		
73,03	LI	Provision of approved herbicide and ant poison:				
		(a) Provision of materials	Prime cost sum	1	10 000	10 000
		(b) Contractor's charges and profit added to the prime cost sum	%	10 000		
TOTAL CARRIED FORWARD TO SUMMARY						



CITY OF MBOMBELA

SCHEDULE OF QUANTITIES
CONSTRUCTION OF SILIGANE PEDESTRIAN BRIDGE

COM54/2019

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
					R
SECTION	TESTING MATERIALS AND WORKMANSHIP				
8100					
81.02	Other special tests requested by the engineer:				
	(a) Cost of testing	Prov Sum	1	60 000	60 000
	(b) Charge on prime cost sum	%			
B81.04	Provision of slump test complete equipment set for the sole use of the engineer throughout the construction period	Prov Sum	1	12 000	12 000
TOTAL CARRIED FORWARD TO SUMMARY					

CITY OF MBOMBELA**CONTRACT NO: 54/2021****FOR CONSTRUCTION OF PEDESTRIAN BRIDGE - SILIGANE****SUMMARY OF SCHEDULE OF QUANTITIES**

SECTION	DESCRIPTION	PAGE	AMOUNT
1200	General Requirements and Provisions	C2.2-3	
1300	Contractor's Establishment and General Obligations	C2.2-4	
1400	Housing, Offices and Laboratory for the Employer's Agent's Personnel	C2.2-5	
1600	Overhaul	C2.2-7	
1700	Clearing and Grubbing	C2.2-8	
1800	Daywork Schedule	C2.2-9	
2100	Drains	C2.2-10	
2300	Concrete Kerbing, Channeling and Concrete for Open Drains	C2.2-11	
3100	Borrow Materials	C2.2-12	
3300	Mass Earthworks	C2.2-13	
5100	Pitching, Stonework and Protection against Erosion	C2.2-14	
5200	Gabions	C2.2-15	
5800	Landscaping and Planting Plants	C2.2-16	
6100	Foundations for Structures	C2.2-17	
6200	Falsework, Formwork and Concrete Finish	C2.2-19	
6300	Steel Reinforcement for Structures	C2.2-20	
6400	Concrete for Structures	C2.2-21	
6600	No-Fines Concrete, Joints, Bearings, Bolt Groups for Electrification, Parapets and Drainage for Structures	C2.2-22	
7300	Concrete Block Paving for Roads	C2.2-23	
8100	Testing Materials and Workmanship	C2.2-24	
A	TOTAL SUMMARY OF SECTIONS		
	ADD 10% CONTIGENCIES		
B	SUBTOTAL		
	PLUS 15% VAT		
TOTAL AMOUNT CARRIED TO FORM OF OFFER			

PART C3 **SCOPE OF WORKS**

PART C3: SCOPE of WORK

CONTENTS	PAGES
C3.1 DESCRIPTION OF WORKS.....	C3.1-1
C3.1.1 Employer's Objectives	C3.1-1
C3.1.2 Overview of the Works.....	C3.1-1
C3.1.3 Extent of Works.....	C3.1-1
C3.1.4 Location of the Works	C3.1-1
C3.1.5 Temporary Works	C3.1-1
C3.2 ENGINEERING	C3.2-1
C3.2.1 Design	C3.2-1
C3.2.2 Employer's Design.....	C3.2-1
C3.2.3 Contractor's Design	C3.2-1
C3.2.4 Drawings	C3.2-1
C3.2.5 Design Procedure	C3.2-2
C3.3 PROCUREMENT	C3.3-1
C3.3.1 Preferential Procurement.....	C3.3-1
C3.3.2 Subcontracting	C3.3-1
C3.4 CONSTRUCTION	C3.4-1
C3.4.1 Works Specifications.....	C3.4-1
C3.4.2 Project Specifications Relating to Standard Specifications	C3.4-2
C3.5 MANAGEMENT	C3.5-1
C3.5.1 Management of the Works.....	C3.5-1
C3.6 HEALTH AND SAFETY.....	C3.6-1
C3.6.1 Health and Safety Requirements and Procedures	C3.6-1
C3.6.2 Protection of the Public	C3.6-1
C3.6.3 Barricades and Lighting.....	C3.6-1
C3.6.4 Traffic Control on Roads.....	C3.6-2
C3.6.5 Measures Against Disease and Epidemics	C3.6-2
C3.6.6 Aids Awareness	C3.6-2

C3.1: DESCRIPTION of WORKS

C3.1 DESCRIPTION OF THE WORKS

C3.1.1 EMPLOYER'S OBJECTIVES

The Employer requires the construction of a pedestrian bridge in Siligane community.

The Employer desires that the work required be of a high standard and be completed in the shortest practical time whilst creating jobs for local laborer's and contractors.

Thirty percent (30%) of the project need to be executed by local sub-contractor/s as far as possible.

The Employer desires that the work required be of a high standard and be completed in the shortest practical time whilst creating jobs for local labourers and contractors.

Thirty percent (30%) of the project need to be executed by local sub-contractor/s for projects estimated to exceed R30 million.

General labour rate to be **R43.72 / Hour**, adjusted according to the prevailing rates according to SAFCEC. The minimum labour rates shall be revised from time to time in-line with the published rates according to SAFCEC, which may be obtainable from the SAFCEC website (<https://www.safcec.org.za>)

C3.1.2 OVERVIEW OF THE WORKS

The work to be done for City of Mbombela Local Municipality under this Contract involves the construction of a pedestrian bridge, 27 m long span.

C3.1.3 EXTENT OF WORKS

The footbridge will be constructed as a 27m long reinforced concrete structure comprised of a 3No. 9m spans and 2.4m wide deck.

The expected total duration of the project is 6 months, of which the main work items to be undertaken in terms of the construction of the pedestrian bridge include the following:

- (a) Site clearance
- (b) Excavation of foundations
- (c) Foundation fill with rock fill and/or mass concrete
- (d) Gabions
- (e) Reinforced concrete bases construction
- (f) Abutments and pier construction
- (g) Reinforced concrete beams construction
- (h) Grouted stone pitching
- (i) 60mm Segmented paving
- (j) Construction of side drains
- (k) Construction of edged beams

This description of the Works is not necessarily exhaustive and shall not limit the work to be carried out by the Contractor under this Contract.

Approximate quantities of each type of work are given in the Schedule of Quantities.

C3.1.4 LOCATION OF THE WORKS

The bridge will be constructed in Siligane, in City of Mbombela which falls under the Ehlanzeni District Municipality of Mpumalanga Province. The GPS co-ordinates are as follows: Lat: 25° 19'03.03"S; long: 31° 10'26.94"E.

C3.1.5 TEMPORARY WORKS

The Contractor shall, as relevant,

- a) provide temporary drainage works, temporary pumps and other equipment as might be necessary for the protection, draining and dewatering of the works; and
- b) Construct and maintain haulage, temporary access and construction roads, subject to the approval of the Employer, and permit the Employer, other Contractors, statutory bodies or any other person who might require legitimate access to or through the site for the purpose of executing legitimate business, free and unhindered usage of such roads.
- c) Temporary water connections, Contractor's offices, storage sheds, latrines, barricading of Works shall be located in an approved position and subject to the approval of all authorities concerned.
- d) Safety and Security of the Contractors' temporary works shall be at the Contractors' discretion.
- e) The camp shall be adequately guarded during or outside working hours.

C3.2: ENGINEERING

C3.2 ENGINEERING

C3.2.1 DESIGN

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

C3.2.2 EMPLOYER'S DESIGN

The Employer's Design is contained in the Tender Documentation and Drawings. Amendments to the design, if necessary, will be issued during the construction phase.

C3.2.3 CONTRACTOR'S DESIGN

Where the Contractor is to supply the design of designated parts of the permanent Works or temporary Works, he shall supply full working drawings supported by a professional engineer's design certificate.

C3.2.4 DRAWINGS

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

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

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

The Drawings prepared by the Employer for the permanent Works are listed below and are bound in a separate document or is attached at the back of this volume. The Employer reserves the right to issue and/or amended additional drawings during the Contract.

DRAWING NUMBER	TITLE
RSK3-SIL -003-01	Site Plan
RSK3-SIL -003-02	General Layout
RSK3-SIL -003-03	Foundation Details
RSK3-SIL -003-04	Foundation Details
RSK3-SIL -003-05	Foundation Details
RSK3-SIL -003-06	Piers and Abutment Details
RSK3-SIL -003-07	Deck Details
RSK3-SIL -003-08	Concrete Details

3.2.5 DESIGN PROCEDURES

Not applicable.

C3.3: PROCUREMENT**C3.3 PROCUREMENT****C3.3.1 PREFERENTIAL PROCUREMENT****C3.3.1.1 Requirements**

Tenders will be evaluated in terms of the City of Mbombela Preferential Procurement Policy. Points will be awarded for price and specific contract participation goals as contained in the Tender Data.

C3.3.1.2 Resource standard pertaining to targeted procurement

The Preferential Procurement Policy (PPP) of the City of Mbombela is applicable to this project. Refer to the Tender Data.

C3.3.2 SUBCONTRACTING**C3.3.2.1 Scope of mandatory subcontract works for LI items (Labour Rates) - Not applicable.**

- a) Paving - R55/ m²
- b) Kerbing - R45 / m
- c) V – Drains - R80-R100 /m³
- d) Gabions – R1000/ m³
- e) Hiring of Mobile toilets – R2500/month

However, local subcontractors should be considered provided they are capable.

C3.3.2.2 Preferred subcontractors/suppliers

Where possible, local subcontractors should be considered for subcontract work provided they are capable.

C3.3.2.3 Subcontracting procedures

The contractor is solely responsible for negotiating with local subcontractors.

C3.3.2.4 Attendance on subcontractors

Not applicable.

C3.4: CONSTRUCTION

C3.4 CONSTRUCTION

C3.4.1 WORKS SPECIFICATIONS

The following specifications shall apply for the construction of the Works.

C3.4.1.1 Standard Specifications

The COLTO Standard Specifications for Road and Bridge Works for State Road Authorities (1998 Edition) shall apply for the construction of the Works.

The term "project specification" must be replaced by "scope of works" wherever it appears in these standardized specifications.

The term "Engineer" must be replaced by "Employer's Agent" wherever it appears in these standardized specifications.

C3.4.1.2 National and International Standards

The SANS or BS Specifications and Codes of Practice shall apply for the construction of the Works.

Wherever any reference is made to the South African National Standards (SANS) and the British Standards Specification (BSS) in either these Bill of Quantities or the Specification of Materials and Methods to be used (OOG-001E), this reference shall be deemed to read "SANS or equivalent standard" and BS or equivalent standard" respectively.

C3.4.1.3 Particular Specifications

The following particular specifications shall apply for the construction of the Works.

Various other specifications specified in the COLTO Standard Specifications or the Project Specifications.

Latest Sabita Manual, Manual 25 entitled "*Quality Management in the Handling and Transport of Bituminous Binders*".

TG2 Second Edition May 2009, "*Technical Guideline for Bitumen Stabilised Materials (BSM)*" issued by the Asphalt Academy.

SANS 1058/2012, *Concrete Paving Blocks* – specifications for interlocking paving blocks.

C3.4.1.4 Variations and Additions to the COLTO 1998 Edition Standardized Specifications

The references to the General Conditions of Contract appearing in the COLTO Standard Specifications refer to the COLTO General Conditions of Contract which is superseded in this contract by the General Conditions of Contract for Construction Works 2015. The corresponding clause in the latter document pertaining to the reference in the COLTO Standard Specifications is listed in the table below.

Clause No. in the Standard Specifications	Clause No. in COLTO GCC 1998	Equivalent Clause No. in GCC 2015
1202	15	5.6.1
1206	14	Deleted
1209	52	6.10.1
1210	54	5.14.1
1212(1)	49	6.8
1215	45	5.5.1
1217	35	8.2.1
1303	49	6.8
1303	53	6.11.1
1303	12	5.3.1
1303	45	5.5.1
1403	40(1)	6.4.1

Clause No. in the Standard Specifications	Clause No. in COLTO GCC 1998	Equivalent Clause No. in GCC 2015
1505	40	6.4.1
31.03	40	6.4.1
3204(b)	40	6.4.1
3303(b)	2	3.2.1
5803(c)	40	6.4.1
5805(d)	40	6.4.1
6103(c)	40	6.4.1
Item 83.03	22	5.15.1
ALL SECTIONS	48	6.6

Variations and additions to the COLTO 1998 Standardized Specifications are listed in section C3.4.1.1 of this document.

C3.4.1.5 Amendments to the COLTO 1998 Edition Standardized Specifications

There are no amendments to the Standard Specifications as issued by the Committee of Land Transport Officials (COLTO).

C3.4.2 PROJECT SPECIFICATIONS RELATING TO STANDARD SPECIFICATIONS

This part of the project specifications deals with matters relating to the standard specifications. Where reference is made in the standard specifications to the project specifications this part shall also contain the relevant information e.g. the requirements where a choice of materials or construction methods are provided for the standard specifications.

In certain clauses, the Standardized Specifications allow a choice to be specified in the Specification Data between alternative material 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 Specification Data. It also contains such additional specifications as are required for this particular contract.

The number of each clause and each payment item in this part of the project specifications consists of the prefix "B" followed by a number corresponding to the number of the relevant clause or payment item in the Standardized Specifications. New clauses and payment items not covered by clauses or payment items in the Standardized Specifications if included here are also designated "B", followed by a number. The new numbers follow on the last clause or item number used in the relevant section of the Standardized Specifications.

Clauses and pay items referring to labor intensive methods are prefixed by "L" in the project specifications.

SECTION 1100: DEFINITION AND TERMS

In all cases where “**Directorate Transport Planning**” appears in the text or in drawings contained in this document it shall be read as “CITY OF MBOMBELA”.

B1115 GENERAL CONDITIONS OF CONTRACT

Replace clause 1115 with the following: “The General Conditions of Contract for Construction Works, 3rd edition 2015 (abbreviated elsewhere in C3.2 Project Specifications and C3.3 Particular Specifications as “GCC 2015” or as “General Conditions of Contract 2015”) published by the South African Institution of Civil Engineering (SAICE), together with the Special Conditions of Contract form part of the contract.

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

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

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

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

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

SECTION 1200: GENERAL REQUIREMENTS AND PROVISIONS

B1202 SERVICES

Delete and replace the following words in the last paragraph:

“...Clause 15 of the general conditions of contract” in the first sentence of the eleventh paragraph with “Clause 5.6 of the General Conditions of Contract for construction works 2015 edition.”

Add the following:

“The location, protection and relocation of existing services form an integral part of this contract.

No guarantee as to the accuracy of the information can be given and the responsibility lies with the Contractor to determine the exact positions of all existing services.

Before any work is commenced, the Contractor shall contact all private owners or public authorities controlling services so that they may either protect, move or relocate any services as required, or confirm that all such work has been completed.

Any damage of these services as a result of acts by the Contractor, his sub-contractors or their respective employees, shall be repaired at the Contractor's expense.

Wherever, for the proper construction of the works, any telephone or electricity line or poles, or any water supply pipes, conduits, electric cables, sewers, drains or any other services are required to be removed or relocated, or where any of these services requires to be repaired as a result of damage by the Contractor or otherwise, the Contractor shall immediately advise the Engineer thereof, who will further notify the responsible authorities concerned in order that such work as is necessary be undertaken by such authorities. The Engineer will also decide the extent of the work, if any to be undertaken by the Contractor in removing, relocating or repairing such services.”

B1204 PROGRAMME OF WORK

(a) General requirements

Amend the word “network” in the fourth line of the first paragraph to read as “bar (Gantt) chart”.

Add the following as a contribution of the first paragraph

“In drawing up the programme the contractor shall make allowance for all special non-working days”

Add the following after the third paragraph:

“The programme must show clearly full details of all activities, together with the anticipated application of plant and expected cash flow diagram. The programme must make provision for the location and survey of existing services.

The Contractor must at all times give the inhabitants of a stand, at least 2 weeks' notice before starting any work which may cause them inconvenience. Should any problems or complaints be received from the homeowners, the Contractor must liaise with the Engineer's representative.

The programme shall be updated monthly, or as instructed by the Engineer, in accordance with the progress made by the Contractor.

Failure to comply with these requirements will entitle the Engineer to use a programme based on his own assumptions for the purpose of evaluating claims for extension of time or additional payments.

Penalty Clause 46 will apply on failure to comply with all the completion dates given above.

If the progress of the work falls behind the programme, or if the sequence of operations is altered, or if the programme is deviated from in any other way, the Contractor shall, within one week of having been notified by the Engineer, submit a revised programme. The revised programme shall indicate how he intends to regain lost time in order to ensure completion of the works within the time for completion as defined in clause 8.2 of the general conditions of contract or any granted extension of

time."

(b) Programme of work for rehabilitation work

Amend the word "network" in the fourth line of the second paragraph to read as "bar (Gantt) chart".

Insert the following after the first sentence of the second paragraph:

"The programme shall include the following details;

- (i) A work breakdown structure that identifies all major activities
- (ii) Scheduled start and end dates for each activity
- (iii) Linkages between activities that clearly identify sequence, floats and critical path
- (iv) Intended working hours and resource allocations (plant and labour).
- (v) Monthly cashflow projections
- (vi) Key dates in respect of information required or due delivery

B1205 WORKMANSHIP AND QUALITY CONTROL

Add the following to the third paragraph:

"The contractor shall provide a quality control file in which he will file all the test results of his quality control tests done.

The engineer shall, however, undertake acceptance control tests for the judgement of workmanship and quality, without accepting any obligations vested with the contractor in terms of the contract with specific reference to quality of materials and workmanship.

Such acceptance control test done by the engineer shall not relieve the contractor of his obligations to maintaining his own quality control system."

Add the following at the end of this clause:

"The engineer shall, for the purpose of acceptance control on products and workmanship, assess test results and measurements in accordance with the provisions of section 8300 of the standard specifications. Where small quantities of work are involved, a lot shall mean a full day's production for a specific item of work subject to acceptance control testing."

B1206 THE SETTING-OUT OF WORK AND PROTECTION OF BEACONS

Replace "clause 14" in the paragraph with "clause 4.7"

Delete "and of clause 14 of the general conditions of contract" in the sixth paragraph
Add the following:

"The Contractor shall be responsible for the true and proper setting out of the Works and for the correctness of the position, levels, dimensions and alignment of all parts of the Works and for the provision of all necessary instruments, appliances and labour in connection therewith."

The Contractor shall take care that property beacons, trigonometrical survey beacons or setting-out beacons are not displaced or destroyed without the consent of the Engineer. Property beacons and trigonometrical survey beacons that have been displaced or destroyed shall be replaced by a registered land surveyor, who shall certify such replacement.

The cost of replacing all beacons displaced or destroyed during the course of the Contract without the consent of the Engineer shall be borne by the Contractor."

The provisions of clause 1206 regarding measurement and payment shall apply.

B1207**NOTICES, SIGNS AND ADVERTISEMENTS**

Replace the second paragraph with the following:

“The contractor shall provide and erect, as part of his obligations under section 1300 and on approved locations, contract information sign boards of sound, weatherproof construction, painted by an approved firm of sign writers in accordance with the details shown on the drawings at the following sites:

- The limits of construction on the road (two sign boards)”

B1209**PAYMENT****(a) Rates to be inclusive**

Add the following to the first paragraph:

“VAT shall be excluded from the rates and provided for in the Summary of Bill of Quantities”.

(b) The meaning of certain phrase in payment clause

- (i) Procuring and furnishing.... (material)

Add the following

“Payment for procuring and furnishing material from commercial sources shall include all transports costs irrespective of distance hauled”

(e) Materials on the site

Replace “clause 52” in the first line with” subclause 6.10”

Add the following:

“In addition, the engineer may at his sole discretion also allow payments under “Materials on Site” in respect of any construction materials if stored off-site provided that:

- (a) The site selected for this purpose is approved by the engineer
- (b) Such land is physically separated from any production plant or operation
- (c) Only materials for use under this contract is stockpiled on such land
- (d) The contractor has provided proof of an agreement with the owner of such land that the owner has no claim whatsoever on any materials stockpiled on such land
- (e) Materials obtained by the contractor for or on behalf of emerging subcontractors (SMME's) shall remain the responsibility of the contractor after payment has been made in respect of materials on site.”

B1210 CERTIFICATE OF PRACTICAL COMPLETION OF THE WORKS

Delete and replace the words in the first paragraph:

“Clause 54 of the general conditions of contract” in the fourth line of the first sentence with “Clause 5.14.1 of the General Conditions of Contract for construction works 2015, third edition”.

B1213 VARIATION FROM SPECIFIED NOMINAL RATES OF APPLICATION OR NOMINAL MIX PROPORTIONS

Add the following to the first paragraph:

'For the purpose of determining tender rates, tenderers must take note that the nominal rates of application and mix proportions as provided for in the specifications, are amended in the project specifications and the tenderer must adjust his tender rates accordingly.'

B1215 EXTENSION OF TIME RESULTING FROM ABNORMAL RAINFALL

Delete and replace the words in the first paragraph:

"Clause 45 of the general conditions of contract" in the first line of the first sentence with "Clause 5.12 of the general conditions of contract for construction works 2015 third edition".

Add the following after the first paragraph:

"However, as the work to be performed will be done over short periods of time, no extension of time will be given for abnormal weather".

B1217 PROTECTION OF THE WORKS AND REQUIREMENTS TO BE MET BEFORE CONSTRUCTION OF NEW WORK ON TOP OF COMPLETED WORK IS COMMENCED

Delete and replace the words in the first paragraph:

"Clause 35 of the general conditions of contract" in the second line of the first sentence with "Clause 8.1 of

the General Conditions of Contract for construction works 2015 third edition".

B1222 USE OF EXPLOSIVES

Add the following sub-clause:

"(h) Where blasting operations are undertaken in close proximity of temporary deviations, the contractor shall implement all such safeguarding measures as may be required and instructed by the engineer."

B1229 SANS CEMENT SPECIFICATIONS

The standard cement specifications SABS 471, SABS 626, SABS 831 and SABS 1466 have been withdrawn and are replaced by the new SANS 50197-1 and -2: Common cements, and SANS 50413-1 and -2: Masonry cement.

These specifications will be applicable to this contract, and the descriptions and types of cements specified, will be based on the designations as defined in these specifications.

Add the following subclause:

The contractor or his appointed agent will appoint a Community Liaison Officer (CLO) after consultation with the local communities, the engineer and the employer. The contractor shall direct all his liaison efforts with the local communities through the appointed officer. The contractor shall, however, accept the appointed as part of his management personnel.

(a) Duties of the Community Liaison Officer

The Community Liaison Officer's duties will be:

- (i) To be available on site daily between the hours of 07h00 and 17h00 and at other times as the need arises. His normal working day will extend from 07h00 in the morning until 17h00 in the afternoon.
- (ii) To determine, in consultation with the contractor, the needs of the temporary labour for relevant skills training. He will be responsible for the identification of suitable trainees and will attend one of each of the training sessions if applicable.
- (iii) To communicate daily with the contractor and the engineer to determine the labour requirements with regard to numbers and skill, to facilitate in labour disputes and to assist in their resolution.
- (iv) To assist in and facilitate in the recruitment of suitable temporary labour and the establishment of a "labour desk".
- (v) To attend all meetings in which the community and/or labour are present or are required to be represented.
- (vi) To assist in the identification, and screening of labourers from the community in accordance with the contractor's requirements.
- (vii) To inform temporary labour of their conditions of temporary employment and to inform temporary labourers as early as possible when their period of employment will be terminated.
- (viii) To attend disciplinary proceedings to ensure that hearings are fair and reasonable.
- (ix) To keep a daily written record of his interviews and community liaison.
- (x) To attend monthly site meetings to report on labour and RDP matters in writing.
- (xi) All such other duties as agreed upon between all parties concerned.

(b) Payment for the community liaison officer

A special pay item is incorporated in section 1200 of the bill of quantities relating to payment of the liaison officer on a provisional sum basis. This payment shall only be made for the period for which the duties of the liaison officer are required and not necessarily for the full duration of the contract. The remuneration of the CLO shall be determined by the Employer with a minimum salary (Incl. of telephone allowance) of R R8738.17 per month.

The CLO shall be paid pro rata for work done over a calendar month.

(c) Period of employment of the community liaison officer

The period of employment of the community liaison officer shall be as decided upon jointly by the contractor, engineer and employer at a maximum period of a Seven (7) months duration, but with the option of renewal.

B1231 ENVIRONMENTAL IMPACT CONTROL

Respect for the environment is an important aspect of this contract. The environmental control of the site shall be governed by the Environmental Management Specification and Plan included in Part C of the Particular Specification C3.3 of this document, which provides, *inter alia* for:

- a. The Contractor must allow for the satisfactory combating of dust and noise nuisance throughout the contract length during construction.
- b. The Contractor must make provision for the prevention of excessive erosion and siltation throughout the Contract and in particular on adjacent land. Should excessive erosion and/or siltation take place outside the road reserve as a direct result of the Contractor's construction activities it will be the Contractor's responsibility to make good the erosion/siltation to the satisfaction of the landowner and Employer's Agent.
- c. No littering by construction workers shall be allowed. A refuse control system shall be established for the collection and removal of refuse to the satisfaction of Employer's Agent.
- d. Adequate provision shall be made for temporary toilet requirements in construction areas. Use of the veld for this purpose shall not, under any circumstances be allowed.
- e. Streams, rivers and dams shall be protected from direct or indirect spillage of pollutants, such as refuse, garbage, cement, concrete, sewage, chemicals, fuels, oils, aggregate tailings, wash water, organic materials and bituminous products. In the event of spillage, prompt action shall be taken to clear the affected area. Emergency measures in the event of spillage must be set out and the responsible person made aware of the required action. The construction of temporary and or permanent dams must be done with the necessary approvals from the Department of Water Affairs and Forestry and Environmental Affairs and Tourism.
- f. Clearing shall be limited to the area for the bridge and in consultation with Employer's Agent and the local communities.
- g. The Environmental Management Plan included herein provides further detail regarding the sensitivity of the area and the requirements regarding mitigating the impact of the construction process, which shall be observed by the Contractor. Other than the pay items provided for in the Bill of Quantities or elsewhere, no other additional payment shall be made to the Contractor for complying with the Environmental Management Specification and Plan. Costs involved in order to comply with these shall be regarded to be included in other rates.

B1232 SUBCONTRACTORS

In addition to the provisions of clause 6 of the general conditions of contract regarding subcontracting of the works, it is a requirement of this contract that an approved subcontractor shall not further subcontract work subcontracted to him by the main contractor, to another subcontractor without the consent and approval of the engineer. Subcontracting shall in all cases be critically considered by the engineer. The engineer reserves the right to limit the extent or the volume of work subcontracted by the contractor, should he deem it necessary in terms of progress or quality of workmanship.

B1233 WORKMEN'S COMPENSATION ACT

All labour employed on the site shall be covered by the Compensation for Occupational Injuries and Deceases Act (COIDA). The contractor shall pay in full, including the payment of the necessary levies, such amounts, as are due in terms of the Act. The contractor at the commencement of the contract shall resolve the manner in which Workmen's Compensation will be handled. Amounts paid by the contractor shall not be included in the wage rates but shall be covered by the Contractor to be deemed as included in his General Obligations rates in Section 1300 of the Bill of Quantities.

B1234 MINE HEALTH AND SAFETY ACT 1996, ACT 29 OF 1996

(a) Introduction

The main objective of this Act is to protect the health and safety of persons at mines. This specification is therefore aimed at promoting health and safety specifically at borrow pits. Borrow pits are classified as mines.

(b) General Provisions

The contractor shall be responsible for controlling his operations at every borrow pit where material is being excavated to ensure compliance with all the requirements of the Mine Health and Safety Act, 1996. The contractor shall also ensure that the works, shaping and finishing off of the borrow pit are

done in accordance with the provisions as specified in section 3100 of the COLTO Standard Specifications and this Act. The contractor shall also comply with the requirements as set out in C3.4.3.2 Environmental Management Plan.

The minimum requirements for operations at borrow pits are:

- Borrow pits are worked in such a way that the health and safety of employees and the public will not be endangered.
- A monthly report shall be submitted to the engineer on health and safety aspects at the borrow pits.
- The contractor shall appoint a manager to manage the borrow pits in accordance with the Mine Health and Safety Act.
- The contractor shall take the necessary steps to ensure that the work area of the borrow pits are safe at all times. This shall include items such as the provision of a 1.8 m high security fence around the borrow pit and security guards.

(c) Duties of the Manager

The minimum duties of the manager supervising the activities at borrow pits shall be:

- Maintain a healthy and safe borrow pit environment.
- Identify hazards and related risks to which persons and employees are exposed.
- Establish a health and safety policy that:
 - * Describes the organisation of work.
 - * Contains aspects concerning the protection of the employees and other persons' health and safety.
 - * Contains a risk analysis.
- Supply and erect the necessary safety and warning signs.

B1235

COVID 19 MANAGEMENT

(a) Introduction

The main objective is to provide a specification for the COVID 19 prevention and management on site. This specification is therefore aimed at promoting health and safety specifically related to COVID 19 Management and does not reduce the existing obligations of the Principal Contractor / the Employer in terms of the Occupational Health and Safety Act nor does it prevent the employer from implementing more stringent measures in order to prevent the spread of the virus. The COVID- 19 crisis continues to present an unprecedented challenge thus it is crucial to mitigate and prevent the spread of the virus in construction sites.

(b) General Provisions

The contractor shall be responsible for the development / establishment of an OHS COVID-19 Integrated Strategy and Plan which should cover the below minimum requirements, however it's very critical to note that these are not the only elements to be covered. All Disaster Management Act, 57 of 2002- Government Gazettes promulgated in line with an attempt to curb the spread of the pandemic shall be considered.

- i. The Contractor shall prepare an independent COVID-19 plan to be approved by the Engineer and implement the approved plan.
- ii. The Contractor shall provide a qualified COVID-19 Compliance Officer who will be responsible for the daily monitoring and implementing of the COVID -19 plan.
- iii. Disinfection of site offices/camp – To be carried out by an approved specialist with a frequency of once in every two weeks.
- iv. Provision of sanitisers at all the workstations and entry points to the site
- v. Provision of masks to all employees.

- vi. The Contractor shall provide thermometers, 1 per every 10 employees and provide daily logging sheets monitored by the COVID-19 Compliance Officer.
- vii. The contractor shall ensure COVID-19 Contact Management and reporting of positive cases and to conform to the National Department of Health and Labour requirements with regards to COVID -19 Incident Management and take all requirements into account when developing the procedure to address this project's requirements.
- viii. The Contractor shall provide access for testing of all suspected cases, by providing transport and related testing costs for the employees with suspected infections.
- ix. The contractor shall provide a screening facility and a hand washing station to be approved by the Engineer.
- x. The Contractor shall ensure Employee transportation to and from site is compliant with the current regulations (while maintaining social distancing, wearing of cloth masks, sanitization, etc.)
- xi. The Contractor shall promote and carry out awareness programmes on site to encourage safety.

B1236 DAYWORK

This section is applicable to work in terms of Clause 6.5 of the General Conditions of Contract and on the written instruction of the Employer's Agent.

B1237 MEASUREMENT AND PAYMENT

Add the following items:

"ITEM	UNIT
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B12.01 The contractor's obligations in respect of local and other labourers.

- (a) Local and other labourers.....Lump Sum
- (b) Written agreements between the contractor and local and other labourersLump Sum

B12.02 Liaison Officer.

- (a) Remuneration of Liaison Officer (the CLO will be paid R8350/pm.

- Contractor will only claim Handling fee under item B12.02 (c))Prov Sum
- (b) Remuneration of Project Liaison Committee.....Prov Sum
- (c) Provision for site meetingsProv Sum
- (d) Handling cost and profit in respect of sub item B12.02 (a) (b)and (c).....%

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

The tendered percentage is a percentage of the amount of expenditure approved by the engineer under subitem B12.02(a), and shall include full compensation for the handling costs of the contractor and the profit in connection with the procurement of Liaison officer service.

B12.03 Exposing, relocation and/or protection of existing services

- (a) Payment for exposing, relocating, including lowering and/or raising, protecting and/or repairing existing water services which are not allowed for elsewhere..... Prov Sum
- (b) Handling cost and profit in respect of sub item B12.03 (a)%

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

The tendered percentage is a percentage of the amount of expenditure approved by the engineer under subitem B12.03(a), and shall include full compensation for the handling

costs of the contractor and the profit in connection with the protection, relocation, realignment, removal or replacement of the relevant services

B12.04 Training

- (a) Wages and salaries of local and other labourers employed by the contractor, subcontractors and emerging contractors in respect of training periods for on site training by the contractor during which no productive work is executed Lump Sum
- (b) Accredited and approved training courses for selected local and other labourers including local and other labourers including wages during training Prov Sum
- (c) Handling cost and profit in respect of sub item B12.04 (b)....
.....%
%

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

The tendered percentage is a percentage of the amount of expenditure approved by the engineer under subitem B12.04(a), and shall include full compensation for the handling costs of the contractor and the profit in connection with the provision of training.

B12.05 COVID 19 Management

- (a) COVID-19 Compliance OfficerProv Sum
- (b) Provision of essentials to deal with the management of the COVID 19 Pandemic as required, including the PPE Requirements, emergency response, disinfection, sanitisers, testing, transportation, training and awareness etcProv Sum
- (c) Handling cost and profit in respect of sub item B12.05 (a) and (b).....%

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

The tendered percentage is a percentage of the amount of expenditure approved by the project team under subitem B12.05(a), and shall include full compensation for the handling costs of the contractor and the profit in connection with the provision of Covid-19 measures.

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

B1301 GENERAL REQUIREMENTS

(a) Camps, constructional plant and testing facilities

Add the following:

"The Employer shall provide a suitable site for the establishment of the Contractor's construction camp. The camp shall be fenced off to ensure that no unauthorised persons enter the campsite, and shall always be kept in a neat and tidy condition. The Contractor should also provide own security personnel to enforce the above-mentioned. All activities by the Contractor will be operated from this base camp."

B1303 PAYMENT

Add the following at the start of clause 1303:

"All references in clause 1303 to the final value of the work increasing or decreasing by "twenty (20) per cent" in terms of the COLTO Standard Specification shall be read as increasing or decreasing by "fifteen (15) per cent" in terms of the General Conditions of Contract 2015.

Separate provision has been made in the Schedule of Quantities for the pricing of the Contractor's "General Item" obligations with regard to Health and Safety."

Refer to the second sentence of the fourth last paragraph of clause 1303, page 1300-2 of the COLTO Standard Specifications and delete the words "from the date on which the Contractor has received the letter of acceptance in terms of clause 12 of the general conditions of contract," and replace these words with "from the Commencement Date in terms of clause 5.2.1 of the General Conditions of Contract 2015,".

Add the following at the end of clause 1303:

"The amount payable to the Contractor for time-related general obligations arising from extensions of time granted in accordance with Clause 5.12.1 and 5.12.2 of the GCC 2015, shall be calculated as follows:

- (i) The Contractor shall apply for the extension of time in terms of the number of days' delay incurred calculated in accordance with clause 5.1 of the GCC 2015.
- (ii) The number of days' extension of time calculated in accordance with clause 5.1 of the GCC 2015, finally granted shall then be added to the Due Completion Date of the contract by the Employer's Agent, commencing on the first working day after the day of the original Due Completion Date. Non-working days and special non-working days as defined in the contract data shall not be counted as working days in calculating the extended completion date.
- (iii) The number of calendar days extension of time granted from the original completion date to the extended completion date as calculated in (ii) above shall then be calculated, commencing on the first calendar day after the day of the original completion date. The following formula shall then be used to calculate the number of months extension of time granted:

No. of months extension of time granted

$$= [(No. of calendar days extension of time granted / 365)] \times 12$$

- (iv) The number of months extension of time granted calculated as in (iii) above shall be the number of additional months measured for payment for time-related general obligations under item B13.01(c) and in accordance with clause 5.12.3 as a result of the extensions of time granted.

Note: The number of months extension of time granted calculated as in (iii) above shall also be included in the measurement of any other items scheduled under Sections 1300, 1400, 1500 or elsewhere in the Schedule of Quantities that involve the unit of measurement "month" and that were provided on site for the full duration of the extended period. Where such items

were provided for a portion of the extended period only, a pro rata payment shall be made, based on the number of calendar days the item was provided on site after the original completion date divided by the number of calendar days as calculated in (iii) above for the extension of time granted."

Item	Unit
B13.01 Contractor's general obligations:	
All staff and compliance in respect of occupational health and safety act and construction regulation will be paid by the contractor	
(a) Fixed obligation	Lump Sum
(b) Value-related obligations	Lump Sum
(c) Time-related obligations	Month

Payment of the lump sums tendered under subitem (a) and the rate per month for subitem (c) shall include full compensation for all the contractor's charges in respect of the following items, collectively termed the "contractor general obligations".

Add the following before the start of the first paragraph of item 13.01:

"Subitems B13.01(a), (b) and (c) are "General Items" as defined in clause 1.1.1.21 of GCC 2015." After the end of subclause (iii) in the fourth paragraph of item 13.01,

B13.02 Health and Safety Obligations:	(As specified)
(a) Fixed obligations for the preparation of risk assessments, safe work procedures, the project Health & Safety file, the Health & Safety plan and any other Health & Safety matters that the Contractor deems necessary	Lump Sum
(b) Fixed obligations for completing and checking the Project Health & Safety file and handing it over to the Employer on completion of the Works	Lump Sum
(c) Cost of medical certificate and medical surveillance	Lump Sum

Payment of the lump sums tendered under sub-items B13.02(a) and (b) and the rate per month for sub-item B13.02(c) shall, for the three sub-items together, include full compensation for all the contractor's costs in respect of compliance with the OHS act and construction regulations.

Payment of each of the lump sums tendered under sub-items B13.02 (a) and (b) shall be made in three instalments as specified in the COLTO standard specifications for the payment of the lump sum tendered under sub-item 13.01(a).

The tendered rate for sub-item B13.02 (c) shall be paid as specified in the COLTO standard specifications for the payment of the tendered rate for subitem13.01(c).

The Tendered rate shall for sub-item 13.02 (d) shall be paid per number for local employees obtaining their initial medical certificate and medical surveillance and exit medical certificate and medical surveillance.

B13.03 Environmental management plan: (As specified)

Compliance with EMP and ROD Lump Sum

The unit of measurement shall be the lump sum.

The tendered rate shall include full compensation for the contractor to fully comply with the requirements and regulations outlined within the Environmental management plan and record of decision prior, during and subsequent to the construction phase.

B13.04 Information Board

Supply, transport to site and erect contract signboard as indicated on drawing. Number (No.)

The unit of measurement shall be the number of contract nameboards and information boards erected as instructed by the Engineer.

The tendered rate shall include full compensation for providing and erecting the nameboard complete (refer to the typical nameboard drawing detail), including for timber poles and fixings, excavation and backfill, and for dismantling and removing the signboard structures and reinstating the signboard area on completion.”

B13.05 Engineers Provisions

(a) Provision of Health and Safety Consultant	Month
(b) Provision of an environmental Consultant	Month
(c) Level 3 Construction supervision monitoring	Month
(d) Provisional sum or the EIA Study	Prov Sum
(e) Provisional sum for Floodline study	Prov Sum
(f) Site office consumables, including Cellular phone, PPE and electronic office equipment in connection with contract	Prov. Sum
(g) Social Facilitation	Prov. Sum
(h) Contractor's handling cost with respect of sub item a), b) and c) above	%

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

SECTION 1400: HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL

B1401 OFFICES AND LABORATORIES

(b) General

Delete the fourth sentence in the first paragraph of Sub-clause 1402 (a) and replace with:

Office buildings shall have timber or concrete floors covered with edge-to-edge foam-backed needle-punched carpeting, and laboratory buildings shall have concrete floors.

Add the following new paragraph at the end of this sub-clause:

The offices, laboratory and stores shall, unless otherwise agreed, be erected in close proximity to the contractor's offices and laboratory, and the entire area shall be fenced with security fencing and provided with a gate. The contractor shall take all reasonable precautions to prevent unauthorized entry to the Engineer's offices and laboratories and to ensure the general security of the offices and laboratories.

B1402 OFFICES AND LABORATORIES

Add the following paragraph:

“(i) Survey Instruments

The Contractor shall provide the following survey instruments for the exclusive use by the Engineer:

- a) one automatic level (Wild, Leica or similar with a 32 x zoom) ,
- b) one heavy duty aluminium tripod,
- c) one 5 m long three-piece telescope metric survey staff with staff bubble,
- d) one 50 m nylon coated steel tape measure”

B1401 MEASUREMENT AND PAYMENT

Amend the following pay items under item:

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

B14.02 Office and laboratory furniture:

(a) High back-office Chairs	No
(d) Desks, complete with drawers and locks	No
(g) Hang racks for contract drawings	No

The unit of measurement for shall be the number of units supplied in accordance with the specifications, drawings and engineer's instructions.

SECTION 1600: OVERHAUL

B1602: DESCRIPTION OF WORK

A) Overhaul material

Add at the beginning of this sub-clause:

"Except that no overhaul shall apply to materials from commercial sources, overhaul"

Add at the end of this sub-clause:

"The Contractor's tendered rates for all materials from commercial sources shall be deemed to include full compensation for hauling the materials to its point of use on the site."

SECTION 1700: CLEARING AND GRUBBING

B1702 DESCRIPTION OF WORKS

Clearing

Add the following:

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

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

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

Payment for gabion boxes and mattresses which have to be removed and the material sorted and stacked shall be made under section 5200"

B1703 EXECUTION OF WORK

(a) Areas to be cleared and grubbed

Add the following:

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

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

B1704 PRESERVATION OF TREES

The penalty in respect of every individual tree, designated as a tree to be preserved, that is damaged or removed unnecessarily by the Contractor, shall be R500. Trees that fall within areas upon which the Works are to be constructed or within areas that the Contractor must occupy for the proper construction of the Works will not be designated for preservation.

B1705 DISPOSAL OF MATERIAL

Materials arising from clearing and grubbing shall be disposed of at a suitable spoil site. The Contractor shall be responsible to make his own arrangements for a suitable spoil site. Trees and stumps necessarily removed shall not be burnt unless authorised by the Engineer but shall be cut and stacked at areas designated by the Engineer.

B1704: MEASUREMENT AND PAYMENT

Item	Unit
B17.01 Clearing and grubbing of:	
a) Normal area	
I) Within the road reserve	hectare (ha)

Measurement and payment for sub-item (a) shall be as specified for item 17.01 of the standard specifications for areas within the road reserve.

SECTION 1800: DAYWORK SCHEDULE

Add the following new section to the Standard Specifications:

B1801 SCOPE

This section covers the listing of daywork items for use in determining payment for work which cannot be quantified in specific pay item "units" in the bill of quantities or work ordered by the Engineer during the construction period which was not foreseen at Bid stage for which no applicable rate exists in the schedule or for work of a special or different character warranting special payment as decided by the Engineer.

B1802 ORDERING OF DAYWORK

No daywork shall be undertaken unless specific written authorisation is obtained from the Engineer.

B1803 MEASUREMENT AND PAYMENT

The following daywork items appear under applicable sections in the schedule of quantities:

ITEM	DESCRIPTION	UNIT
B18.01	Personnel during normal working hours	
(a)	Unskilled	Hour (hr)
(b)	Semi-skilled	Hour (hr)
(c)	Skilled	Hour (hr)
(d)	Ganger	Hour (hr)
(e)	Flagmen	Hour (hr)
(f)	Foreman	Hour (hr)
B18.02	Plant with operator (wet)	
(a)	Grader (Cat 140G or similar)	Hour (hr)
(b)	Dozer (Cat D8 or similar)	Hour (hr)
(c)	Wheel excavator (Cat 215 or similar)	Hour (hr)
(d)	Track excavator (Cat 225 or similar)	Hour (hr)
(e)	Track excavator (Cat 235 or similar)	Hour (hr)
(f)	Vibratory roller (Bomag 212 or similar)	Hour (hr)
(g)	Pedestrian roller (Bomag BW90 or similar)	Hour (hr)
(h)	Water truck (5000 lit)	Hour (hr)
(i)	Tipper truck (10 m ³)	Hour (hr)
(j)	Tipper truck (6 m ³)	Hour (hr)
(k)	TLB (Cat 428 or similar)	Hour (hr)
(l)	Dewatering pump including generator and accessories (50 mm)	Hour (hr)
(m)	Air compressor, including hoses and tools (7m ³ /min), mass approximately 150 cpm	Hour (hr)
(n)	Bomag BM60 vibrating roller	Hour (hr)
(o)	Plate compactor	Hour (hr)
(p)	Concrete mixer (300 litre)	Hour (hr)

ITEM	DESCRIPTION	UNIT
B18.03	Materials	
	(a) Procurement of materials	PC Sum
	(b) Contractors handling cost and profit	%
B18.04	Transport	
	(a) LDV	km
	(b) Flatbed truck	km
	(c) Low bed horse and trailer	km

The unit of measurement for items B18.01 and B18.02 shall be the hour for the item of equipment or personnel. Non-working hours for transport breakdown, lack of operator or any other reason shall not be measured. The time shall be taken from the time that the personnel and/or equipment depart until return.

The Bided rates for labour under item PS18.01 shall include full compensation to cover overhead charges and profit, leave pay, bonuses, subsistence, allowances, employer's contributions, additional payment for overtime where applicable, insurances, housing, site supervision, use of small hand tools and appliances, non -mechanical plant and equipment and consumable stores, for all administrative, supervisory, operative and contingent costs, relating to the supply of personnel.

The Bided rates for plant for item PS18.02 shall be an all-inclusive hire charge for the use of the vehicle and driver or plant/equipment and operator and shall apply only to vehicles plant and equipment nominated in writing by the engineer, for all administrative, supervisory, operative and contingent cost, and profit relating to the running of the plant.

(B) **SECTION 2100: DRAINS**

B2101: SCOPE

Amend the first paragraph to read:

“This section covers all work both rehabilitative and new work in connection with the excavation and construction of open drains, subsoil drainage and banks and dykes at the locations and to the sizes, shapes, grades and dimensions as shown on the drawings or as directed by the Engineers, and the test flushing of subsoil drains.”

B2104: SUBSOIL DRAINAGE

(a) Materials

(ii) Natural permeable material

Add the following to the 2nd paragraph:

“The crushed stone shall be coarse (19mm nominal) and shall be washed clean of all fines”, conforms to the following specification:

Percentage passing through a 26,5mm sieve: 100 %. Percentage passing through a 19,0mm sieve: 60-85 %.

(iii) Synthetic-fibre filter fabric

Under item (4) Selection, of this sub-clause, replace the 1st paragraph with the following:

“The filter-fabric used for subsoil drains shall be grade 2 and shall satisfy the criteria for a grade 2 geotextile as given in Table 2104/2.”

(b) Construction of subsoil drainage systems Add the following sub-clause:

“(v) Proving of pipes in subsoil drainage systems

On completion of the pipe laying and prior to backfilling, all pipe joints shall be surveyed as proof of their installation to line and level. After backfilling the pipes shall be proved by pulling through a cylindrical cleaning brush followed by a wooden mandrill \pm 400mm long and 5mm in diameter less than the bore of the pipe. Proving of pipes shall not be paid for separately and the cost thereof shall be deemed to be included in the rate tendered for laying the pipe.”

B2107: MEASUREMENT AND PAYMENT

Item	Unit
B21.20 Provision, delivery and installation of nails and steel wire barrier as per Drawing No. RSK3-SILB-001-08	

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

(C) **SECTION 2300: CONCRETE KERBING, CONCRETE CHANNELLING, OPEN CONCRETE CHUTES AND CONCRETE LININGS FOR OPEN DRAINS**

B2302 MATERIALS

(b) **Kerbing and channeling**

Add to Sub-clause 2302(b) the following:

Precast kerbs shall preferably be factory produced by a reputable manufacturer of the articles and shall comply with the requirements of SABS 927.

B2304 CONSTRUCTION

(b) **Prefabricated concrete kerbing and channeling**

Add to Sub-clause 2304(b) the following:

All precast kerbs shall be provided with continuous in-situ concrete backing (haunching), the cost of which shall be included in the tendered rate.

Dimensions of the triangular-shaped (in cross-section) haunching shall be calculated as follows: If the difference in levels between the top of the kerb and the sub base on which the kerb is laid is (h), then the height of the haunch is $2/3h$ and the width of the haunch is h .

(e) **Cast in-situ kerbs and channels**

Add to Sub-clause 2304(e) the following:

Where new kerbing and channeling has to be laid in an existing bitumen surface, the surface shall be neatly cut to a straight line with an angle grinder or similar approved means along the edge of the channel. The existing road foundation shall then be carefully removed over the width and depth required to construct the new kerb and channel.

During the construction of the in situ channel, the contractor shall take care not to stain or damage the existing road surface. Any damage, excess overbreak, undermining or staining shall be repaired by the Contractor at his own expense.

Add the following new Sub-clauses to Clause 2304:

(m) **Formwork and finish**

All visible edges of cast in-situ channels shall be rounded with a rounding tool.

SECTION 3100: BORROW MATERIALS

B3102 NEGOTIATIONS WITH OWNERS AND AUTHORITIES

Add the following to sub-clause 3102(a):

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

B3103 OBTAINING BORROW MATERIALS

(c) General

The information regarding sources for certain “imported” materials is given in good faith, and the Provision of this information shall not in any way be construed as limiting or detracting from the Contractor’s responsibility regarding the locating of sources for the supply of materials. Tests on samples of the materials from such sources must be submitted to the Engineer for his approval prior to the supply of materials from these sources to the Site Works.

All materials to be supplied by a Sub-Contractor must comply with the requirements specified in the appropriate clauses of the Specifications.

The Engineer’s approval of the source of supply of such materials will be conditional and subject to proof being given by the Contractor to the Engineer that the specified material requirements have been included in the sub-contract and that the materials to be supplied meet the specified requirements.

Add the following new payment item:

(c) Use of borrow materials

Add the following to the second paragraph of this sub-clause:

“Compensation to owners and arrangements with owners for taking material from alternative borrow pits proposed by the contractor shall be the contractor’s responsibility and entirely at his own expenses.”

B3104 OPENING AND WORKING BORROW PITS AND HAUL ROADS

(d) Excavating borrow material

Replace paragraphs 1 and 2 with the following:

“Borrow material shall be excavated within the limits of depth and are shown on the borrow pit plans or directed by the Engineer.

Material for excavation shall be ripped and stockpiled only with a dozer. An excavator shall only be allowed for loading purposes from the stockpile in the borrow pit.

No additional payment shall be made for this work and shall be deemed to be included in the tendered rates.”

B3105 FINISHING-OFF BORROW AREAS AND HAUL ROADS

Add the following paragraph:

“Private and access roads adjacent to borrow areas shall be properly maintained and shall on completion of the works be reinstated to their original condition and to the satisfaction of the Engineer.

No additional payment shall be made for this work and shall be deemed to be

included in the tendered rates of where the material is used."

SECTION 3300: MASS EARTHWORKS

B3303: CLASSIFICATION OF CUT AND BORROW

(a) Classes of excavation

Add to Sub-clause 3303(a) the following:

(i) Soft excavation

Add the following at the end:

Or

"Soft excavation shall be excavation in material which can be efficiently ripped by a bulldozer with a mass of at least 35 tons when fitted with single tine ripper and an engine developing approximately 220 kW at the flywheel".

Remove item 3303 (a) (ii) Intermediate excavation. There will be no intermediate material measured in this contract and except from hard excavations all excavations must be considered as soft excavation.

(iii) Hard Excavation

Add the following:

A full survey including proto report of all dwellings within a radius of 200m of a blasting area needs to be conducted before blasting operations commence. The Contractor is liable for any damage that occurs to any structure, cable, sewer, pipe, etc. and immediately notifies the Employer's Agent of any such damage. The Employer's Agent arranges for the damage to be repaired by the owners of the damaged service and the cost of such repairs is deducted from any monies due to the Contractor.

B3306: CUT AND BORROW

(a) Dimensions of Cuts

Delete the third paragraph from Clause 3306(a), apart from the first sentence thereof. Add the following:

Cut and borrow to fill will be measured under Item 33.01. The Contractor shall take note of the nature of the earthworks alongside the existing road. No extra over payments will be made in respect of the nature of the site or due to the dimensions of a particular cutting.

B3307: FILLS

(d) Benching

Add the following:

"Benching of fill and pavement layer material is required to be undertaken into the existing fill embankments and pavement layers. No additional payment shall be made over and above the normal pay items applicable to earthworks and pavement layers where benching is required for widening of the existing road formation. Benching shall be undertaken as shown on the drawings.

It is a requirement that benching shall always be started at the bottom of the existing fill progressing to the top of the formation. The dimensions and details of benching are shown on the drawings."

(i) Widening of fills

In the eight paragraph of Sub-clause 3307(i), delete the sentence "An extra over payment for the widening of existing fills will apply under Item 13.16."

Add the following:

No extra over payments will be made in respect of the nature of the site or due to the dimensions of the fills being widened or constructed.

B3312: MEASUREMENT AND PAYMENT

General directions

Delete Note (3) Work in Restricted Areas and replace with the following:

On this Contract, no extra over payment will be made due to the nature of the site or the size of the work area available. All costs associated with carrying out the works are deemed to be included in the tendered rates for the items in the Schedule of Quantities.

Item

B33.01: Cut and borrow to fill, including free-haul up to 1,0 km:

B33.04: Cut to spoil, including free-haul up to 1,0 km:

The free-haul distance for cut and borrow to fill and cut to spoil is 1,0 km for this contract.

SECTION B3400: PAVEMENT LAYERS OF GRAVEL MATERIAL

B3402 MATERIALS

a) General

Add the following at the end of the second paragraph:

"For chemically stabilised layers the material shall conform to the requirements in table B3402/5.

Add the following after the second paragraph:

"Distinction shall be made between crushed and natural G4, G5 and G6 materials. Where the crushing and/or screening of these materials has been specified, the combined grading shall conform to the grading limits specified for G4 class material in Table B3402/1.

The same shall apply for all materials obtained from commercial sources."

Replace the grading and grading modulus sections in Table 3402/1 with:

Property		TYPE OF MATERIAL			
		G4		G5	G6
GRADING	Nominal aperture size of sieve (mm)	Percentage passing through sieve by mass		The percentage by mass passing the 2,00mm sieve shall not be less than 20% nor more than 70%	None specified
		Crushed material produced by multi-stage crushing and screening	Uncrushed material or material produced by single stage crushing		
		53	100		
		50	95 - 100		
		37,5	100		
		28	86 - 95		
		20	73 - 86		
		14	61 - 76		
		5	37 - 54		
		2	29 - 40		
GRADING MODULUS (GM)		-		2,5 ≥ GM ≥ 1,5	2,6 ≥ GM ≥ 1,2

Note:

Refer to standard COLTO table for COLTO grading if required

Replace Table 3402/5 with:

"TABLE B3402/5: REQUIREMENTS FOR CHEMICALLY STABILISED LAYERS

Classification	C1	C2	C3	C4
Material before treatment	At least G2 quality	At least G4 quality	At least G5 quality	At least G6 quality
PI after treatment	Non-plastic	Non-plastic	6 max. *(1)	6 max. *(1)
UCS (MPa) *(2)	6 min.	4 min.	1,5 min	0,75 min.
ITS (kPa) *(3)	-	-	250 min.	200 min.
WDD (% loss) *(4)	5 max.	10 max.	20 max.	30 max.

Note:

- * (1) For materials derived from the basic crystalline rock group, the Plasticity Index after stabilisation shall be non-plastic.
- * (2) Unconfined Compressive Strength @ 100% Mod. AASHTO density
- * (3) Indirect tensile Strength @ 100% Mod. AASHTO density (Rapid Curing)
- * (4) Wet/Dry Durability according to Method B 8110"

b) Compaction requirements

Amend the compaction requirements as follows:

"Lower selected layer: 93% Maximum dry density – G7
 Upper selected layer: 93% Maximum dry density – G7
 Subbase: 97% Maximum dry density – C4
 Base: 86% Bulk Relative density – G2
 Shoulder & wearing course: 97% Maximum dry density – G5"

B3405 CONSTRUCTION TOLERANCES

(a) Level

Replace the table in the sub-sub-clause with the following:

"	H_{90}	H_{max}
<i>Selected layers</i>	<i>25 mm</i>	<i>33 mm</i>
<i>Sub-base layers</i>	<i>15 mm</i>	<i>20 mm</i>
<i>Base layers</i>	<i>12 mm</i>	<i>15 mm</i>
<i>Shoulders</i>		<i>25 mm"</i>

Add the following:

"Level control for the various pavement layers shall be done at least at the following intervals in the longitudinal direction:

Layer	Interval
Selected layer, sub-base, shoulders and wearing course	20 m
Base	10 m

(b) Layer thicknesses

Replace the table in the sub-sub-clause with the following:

"	D_{90}	D_{max}	D_{ave}
<i>Selected layers</i>	<i>25 mm</i>	<i>35 mm</i>	<i>8 mm</i>
<i>Sub-base layers</i>	<i>18 mm</i>	<i>24 mm</i>	<i>5 mm</i>
<i>Base layers</i>	<i>15 mm</i>	<i>22 mm</i>	<i>5 mm</i>
<i>Shoulders</i>		<i>30 mm</i>	<i>0 mm"</i>

B3406 QUALITY OF MATERIALS AND WORKMANSHIP

Replace the second paragraph with the following:

"Test results and measurements will be assessed in accordance with the provisions of Section 8200."

B3407: MEASUREMENT AND PAYMENT

Amend the following items:

Item	Unit
B33.01 Pavement layers constructed from gravel material taken from cut, borrow, stockpiled or imported material from commercial sources, including free haul up to 1km	cubic metre (m ³)

The unit of measurement is the cubic metre of material measured in the compacted fill. The quantity measured shall be calculated by the method of average end areas from levelled cross-sections prepared from the ground line after clearing and grubbing and the removal of topsoil and the completion of any preparatory roadbed treatment which may have been ordered by the engineer, but prior to the construction of the fill, and the final specified or authorised fill cross-section superimposed at 20 m intervals along the centre line of the road. All measurement shall be neat, and no payment will be made for that part of the fill placed in excess of the authorised cross-section shown on the drawings or instructed by the engineer, irrespective of the tolerances in workmanship allowed under the contract. Where the roadbed has subsided under the fills, the quantities shall be adjusted to make allowance for such subsidence, as set out in the note at the beginning of clause 3312. Measurement of fill shall distinguish between the alternative methods of processing and compacting.

Where measurement by cross-sections is considered by the engineer to be impractical, the compacted volume of the material may be taken as equal to 70% of the loose volume of material in the hauling vehicles as an alternative method of measurement.

The tendered rates shall include full compensation for the costs of negotiations and payment of royalties, for procuring, furnishing and transporting the materials over an unlimited free-haul distance from the sources to the site, for placing, preparing, processing, shaping, watering, mixing and compacting the materials to the densities or in the manner specified, and for removing and disposing of all oversize material from the road after processing, including transport for the haul distance to approved dumping sites provided by the contractor.

Payment shall distinguish between the various methods of processing and compacting specified, as itemized above.

SECTION 5100: PITCHING, STONEWORK AND PROTECTION AGAINST EROSION

B5101 SCOPE

Add to Clause 5101 the following;

The section also covers the saw cutting of various types of in-situ material with a mechanical saw cutting machine.

B5102 MATERIALS

Add new Sub-Clause to Clause 5102

5102 (i) Mechanical Saw Cutting

(a) plant

Saw cutting machines shall be power driven saws suitable and capable to cut accurately to required depths and alignment in various materials as specified. Skill operator shall be required for operating sawing machines. Operators shall be equipped with suitable safety equipment (e.g. industrial goggles, suitable boots as well as clothing) for operating the sawing machines.

(b) Preparation to saw cutting

Before saw cutting may commence, the cut line shall be accurately pre-marked to the specified dimensions in term of the drawings or as instructed by the engineer.

(C) CONSTRUCTION TOLERANCE

Mechanical saw cutting shall be undertaken within the following dimensional tolerances:

(a) Horizontally

Mechanical deviation from the specified line shall not be more than 5mm

(b) Vertically

The cut depth shall never be less than the specified depth but shall not exceed the specified depth by more than 15mm.

SECTION 5200: GABIONS

B5202: MATERIALS

Add the following new sub-clause:

(g) Concrete

Concrete work shall be carried out in accordance with the provisions of Sections 6200, 6300 and 6400.

B5203: CONSTRUCTION OF GABION CAGES

(a) General

Add the following new sub-clause:

"(iii) Reno mattresses or similar may be used as alternative to gabion boxes. These Reno mattresses are to be manufactured of 80mm x 100mm mesh (2,5mm diameter wires, diaphragm spacing 0,6m).

B5204: CONSTRUCTING GABIONS

(c) Assembly

Delete and substitute with:

(c) Assembly, erection and stretching

(i) Assembly

"Prior to assembly, the gabion material shall be opened out flat on the ground and stretched to remove any kinks and bends. The gabion boxes shall then be assembled individually by raising the sides, ends and diaphragms ensuring that all creases are in the correct position and that the tops of all four sides are even. The four corners of the gabion boxes shall be laced first followed by the edges of internal diaphragms to the sides. In all cases lacing shall commence at the top of the box by twisting the end of the lacing wire around the selvages. It shall then be passed round two edges being joined, through each mesh in turn and securely tied off at the bottom. The ends of all lacing wire shall be turned to the inside of the box on completion of each lacing operation.

Gabion mattresses may be cut and rejoined to form a curved shape, or any other appropriate shape. An extra over rate shall apply when mattresses have to be cut and joined on instruction from the Engineer.

(ii) Erection

Only assembled boxes, or groups of boxes, shall be positioned in the structure. The side, or end, from which work is to proceed, shall be secured to either completed work or by rods or stakes driven into the ground at the corners. These must be secured and reach at least to the top of the gabion box. Further gabions shall then be positioned in the structure as required, each being securely laced to the preceding one at all corners and diaphragm points.

(iii) Stretching

On completion of erection of a suitable length of gabion, the gabion boxes shall be stretched using a wire strainer or winch of at least one ton capacity firmly secured to the free end of the assembled gabion boxes.

Whilst under tension the gabion boxes shall be securely laced along edges (top, bottom and sides) and at diaphragm points, to all adjacent boxes and shall thereafter be filled."

(d) Rock filling

Add the following new sub-sub-clause:

(iii) General

"Filling shall be carried out only whilst gabion boxes are under tension. Filling material shall consist of rock of size not less than 120mm and not greater than 250mm so placed to produce a neat face and line with a minimum of voids.

Internal horizontal bracing wire shall be provided at 500mm vertical centers or such spacing to ensure a ratio of four to every 1m³ of filling. These bracing wires shall be wrapped around two mesh wires and extended from front to back so positioned to ensure a neat face and line free of excessive bulges and depressions. Gabion boxes shall be filled in stages and horizontal bracing wires inserted as filling is brought up. Similar bracing wires used vertically shall be provided in 0,5mm deep gabions at 330mm horizontal centers where water falls directly onto gabions or where a neat face is required.

Tension on the gabion boxes shall be released only when sufficiently full to prevent the mesh from slackening.

Gabion boxes shall be overfilled by 20 to 50mm above their tops to allow subsequent settlement of the filling."

Add the following new sub-clauses:

(e) Final wiring

"Closing and wiring down of lids shall proceed as soon as possible after filling operations and certainly in the likelihood of storms or floods during construction. The wiring down shall consist of wrapping around wire at such intervals as required or specified.

Lids shall be stretched tight over the filling with bars and wired down securely through each mesh along all edges, ends and diaphragms. The ends of all tying and bracing wires shall be turned into the gabion box on completion of all lacing operations.

Tightness of mesh, well packed filling and secure lacing is essential in all structures."

(f) Removal, dismantling and stacking of gabions

"Existing gabions, either damaged or not, that require to be removed or moved to a new location shall be dismantled. Material not required for re-assembly or unsuitable for re-use shall be neatly stacked at approved locations in accordance with the Engineer's instructions. Payment will be made only for gabions removed in accordance with the written instruction of the Engineer.

Where gabions require moving, or as declared suitable by the Engineer are re-usable, the contractor shall re-use all the material, plus supply such new materials as may be required to re-assemble the gabion again to the standard specification for new gabions."

(g) Blinding Layer

Where indicated on the drawings, a blinding layer of 15MPa concrete 75mm thick shall be laid as a surface on which to place the gabions. The surface of the concrete shall be properly compacted and screeded to form a Class U1 surface finish as specified in Clause 6209 of the standard specification.

(D) **SECTION 5800: LANDSCAPING AND PLANTING PLANTS**

B5802 MATERIALS

a) Grass Seeds

Add the following:

“The seed mixture to be used for hydroseeding of embankment slopes shall be:

Chenchrus Ciliaris	:	5 kg/ha
Eragrostis Curvula	:	3 kg/ha
Eragrostis Teff	:	2 kg/ha
Chloris Gayana	:	8 kg/ha
Cynodon Dactylon	:	10 kg/ha
Pioneer Seed	:	<u>8 kg/ha</u>
TOTAL	:	36 kg/ha”

SECTION 6100: FOUNDATIONS FOR STRUCTURES

B6201 SCOPE

Add the following:

"This section also covers the excavation for open channels connected to drainage structures that are measured under Series 6000."

B6103 GENERAL

(a) Subsurface data

Add the following paragraph:

"It is expressly understood that, while all subsurface information is given in good faith, the correctness of the information furnished is not guaranteed. Where the actual foundation conditions encountered are considerably at variance with conditions visualised and described in the Contract documents and those items for which the rate or price provided for in the Contract is rendered unreasonable or inapplicable, such other rate or price consistent with the rates set out in the Contract shall be fixed as set out in accordance with the Conditions of Contract, subject always to a founding depth variation not exceeding 2,5 m in any foundation component (except for piling depth) of the permanent structure not, by itself, being held to constitute cause for variation for the Contract rates or prices."

B6104 ACCESS AND DRAINAGE

(a) General

In the second and last lines of the first paragraph replace the word "excavations" with "excavations and working areas".

(b) Drainage

In the third line of the first paragraph replace the word "excavations" with "excavations and working areas".

Add the following paragraph:

"Where dewatering and keeping dry of excavations has not been billed separately as per payment item 61.03. Access and drainage, it shall be deemed to be included in the rates tendered and paid for excavation and backfill."

B6105 EXCAVATION

(a) General

Add the following:

"Excavation required for diverting, channelling or widening streams within 5,0 m of concrete structures shall be measured and paid for under payment item B61.02. Excavations beyond the 5,0 m limit shall be measured and paid for under the appropriate items in Section 2100 and Section 3300."

(c) Excavation

Replace the second paragraph with:

"Where foundation slabs are cast directly against the face of the excavations, the volume of concrete measured for payment shall be the total volume of concrete placed or the volume based on the plan dimensions detailed on the drawings plus a 100 mm allowance for overbreak on either side (i.e. 200 mm more than the plan dimension, allowing for two (2) sides), whichever is the lesser. No formwork to the footing shall be measured when the concrete is cast against the face of the excavations."

Add the following paragraph:

"Where excavation is in soft material, the final 0,75 m and in the case of hard material, the final 0,25 m of material shall be removed using suitable hand tools such as picks and shovels or pneumatic tools.

During construction of the river bridges the Contractor will only be permitted to construct, subject to the approval of the Directorate of Water Affairs, low-level causeways across the rivers that cause negligible backing up and cofferdams around the piers and abutments for the construction of the foundations using material excavated in the road prism consisting of natural alluvial deposits of sand boulders, etc. These obstructions must be removed at the end of the Contract and the river and banks restored to their original condition."

(g) The safety of excavations

Add the following paragraph:

"The design for shoring, signing of the drawings and inspection prior to construction of the permanent works of excavations to ensure it is safe shall be undertaken by the Contractor's competent person, who shall be a professional Engineer with the relevant experience. The Contractor shall ensure that all temporary works undertaken shall comply with the relevant sections of the Occupational Health and Safety Act and the Construction Regulations."

B6106 FOUNDING

Add the following clause at the end of the last paragraph:

"Where foundation slabs or pile caps are cast directly against the face of the excavations, the volume of concrete measured for payment shall be the total volume of concrete placed or the volume based on the plan dimensions detailed on the drawings plus a 100 mm allowance for overbreak on each applicable side, whichever is the lesser. No formwork to the footing shall be measured when the concrete is cast against the face of the excavations."

B6108 BACKFILL AND FILL NEAR STRUCTURES**(d) Fill within restricted area****General**

Add the following paragraph:

"In the immediate vicinity of any structural concrete only hand-operated mechanical compaction equipment shall be used to achieve the specified density."

B6109 FOUNDATION FILL

Add the following to the third paragraph:

"The extent of the foundation fill to be constructed will be indicated by the Engineer in writing. The granular material shall meet the requirements of a Type G6 material according to Table B3402/1."

Replace "60°" with "45°" in the seventh line of the fifth paragraph.

Add the following after the sixth paragraph:

"Concrete blinding shall extend 100 mm all round beyond the horizontal dimensions of all formed footings to facilitate placing of the formwork, unless otherwise directed by the Engineer.

In the case of structures where excessive ground water is encountered, the blinding layer shall extend over the full plan area of the base of the excavation and beyond the edge of the foundation where required. Payment shall be made for the quantity of concrete calculated as the product of the specified thickness of blinding layer and the actual area of blinding placed subject to a maximum distance of 500 mm beyond the edge of the foundation."

B6151 TEMPORARY WORKING PLATFORM**(a) Scope**

As part of the work under this tender item, the Contractor shall, supply, install, maintain, remove and dispose of the temporary working platform including the 1.2m dia. Concrete culverts used for providing access for construction equipment and also to prevent contaminants from the equipment from entering the water course.

(b) Temporary working platform component requirements**(i) Rock fill and granular fill**

Rock fill and granular fill shall be placed as shown on the drawings or as directed by the Engineer. The maximum size of rock fill that may be placed shall be 300mm.

The rock fill and granular fill shall comply with the requirements of Clause 6102 and 6104.

(ii) Synthetic-fibre filter fabric

The synthetic-fibre filter fabric shall be class 3 and be placed shown on the drawings or as directed by the Engineer.

The synthetic-fibre filter shall comply with the requirements of clause 6606 and subclause 2104(a)(iii).

(c) Construction

The temporary working platform shall be constructed after the turbidity curtains are installed and before any other construction activity.

(d) Maintenance

The temporary working platform shall be maintained regularly and is always in working order.

SECTION 6200: FALSEWORK, FORMWORK AND CONCRETE FINISH

B6201 SCOPE

Add the following:

"Certain aspects of the incremental launching procedure (Section 7700) also form part of this section."

B6204 GENERAL

(a) General

Add the following paragraph:

"The Contractor shall submit to the Engineer at least four (4) weeks before the structure is scheduled for construction a detailed analysis showing the effect of the stresses that will be induced by the Contractor's chosen method of construction. The cost of any additional prestressing, reinforcing steel, concrete, etc., required as a result of the Contractor's chosen method of construction shall be to the Contractor's account. No construction shall commence until the Engineer has given his written approval."

(b) Falsework

Add the following paragraph:

"Unless instructed otherwise by the Engineer, the Contractor shall submit his design criteria and detailed drawings of the staging to the formwork. The design, signing of the drawings and inspection of the falsework prior to construction of the permanent works shall be undertaken by the Contractor's competent person, who shall be a professional engineer with relevant experience."

(c) Formwork

Add the following paragraph:

"The height to which formwork for piers, walls and abutments may be erected at any one time shall be subject to the approval of the Engineer."competent person, who shall be a professional engineer with relevant experience."

Add the following subclause:

(d) Special falsework under bridge decks to provide openings

The special falsework must be designed to provide the specified opening to accommodate traffic. The Contractor must submit detail design drawings and calculations for the special falsework to the Engineer for approval."

B6205 CONSTRUCTION

(b) Formwork

(i) General

Add the following:

"Formwork to faces of structures with a gradient equal to or greater than ten (10) vertical to one (1) horizontal shall be classified as vertical formwork.

Formwork to faces of structures with a gradient of less than ten (10) vertical to one (1) horizontal, or equal to or greater than one (1) vertical to ten (10) horizontal, shall be classified as inclined formwork.

Formwork to faces of structures with a gradient of less than one (1) vertical to ten (10) horizontal shall be classified as horizontal formwork."

(ii) Formwork to exposed surfaces

Add the following:

"The formwork at construction joints shall have moulding strips 25 mm x 25 mm neatly butted and set at the position of the construction joint."

(iii) Formwork for open joints

Add the following:

"The requirements for formwork for open joints shall also apply to forming the openings for concrete nosings at bridge joints as detailed on the drawings."

(vi) Permanent formwork

Add the following paragraph:

"Anchor ties may not be less than 6,0 mm in diameter or shall be designed to resist full buoyancy forces and details of such shall be submitted to the Engineer for approval. Void formers shall be held in position in order that no movement exceeding 1% of the deck thickness takes place during concreting. The spacing of anchor ties shall not exceed 2,0 m."

(d) Class F3 surface finish

Replace the second paragraph with the following:

"The use of steel forms shall be permitted to form surfaces for which Class F3 surface finish has been specified, provided that only undamaged forms shall be used for such work and that the forms shall be subject to the approval of the Engineer."

B6210 MEASUREMENT AND PAYMENT

Item

B62.10 Provision of safe working platforms alongside bridge deck. The rate shall include full compensation for the supply and erection of safe working platforms including all safety rails to ensure that such platforms conform with the OHS Act requirements. The rate shall further include full compensation for the removal of working platforms and temporary installations.

"The unit of measurement is the square metre of permanent formwork installed complete in accordance with the details on the drawings or as instructed by the Engineer.

SECTION 6300: STEEL REINFORCEMENT FOR STRUCTURES

B6302 MATERIALS

a) Steel bars

Add '-1985' after 'SABS 920' in the second

line of the first paragraph. Add the following

after the second paragraph:

'R – hot rolled mild steel bars with smooth profile – strength 250 MPa'

'Y – hot rolled, deformed high-yield-stress-steel bars – strength 450 MPa.'

B6307 COVER AND SUPPORT

In paragraph two, replace the second sentence commencing with:

*"Where no cover is indicated ... shown in Table 6306/1" with the sentence
"Where no cover is indicated, the Contractor shall inform the Engineer who
shall, in consultation with the design engineer, indicate the required cover
in writing and the as-built drawings shall indicate such cover."*

Add the following to the end of the fifth paragraph:

"Concrete cover and spacer blocks shall be made using the same cement and aggregate type as the main concrete with the same water:cement ratio so that differences in shrinkage, thermal movements and strain are minimised. Cover blocks shall be water-cured by submersion for a minimum of seven (7) days and thereafter kept submerged in water until immediately before fixing onto reinforcing steel. Where concrete cover blocks, subsequent to fixing, have visually dried out they shall be remoistened by an appropriate method so that they are damp before the placing of concrete. Only semi-spherical concrete cover blocks shall be used. Where fixing wire is inserted into cover blocks, it shall be galvanized. Cover and spacer blocks manufactured from other materials, e.g. plastic or wood, shall not be permitted. All cover blocks regardless of the type of material manufactured from, shall not be visible on exposed concrete surfaces."

Delete Table 6306/1 in its entirety.

Add the following new paragraph:

"Where the concrete cover specified has not been achieved after cover tests have been carried out in accordance with subclause B8106(j), reduced payment as determined under clause B8212 shall be applied to all the relevant payment items under Section 6300."

SECTION 6400: CONCRETE FOR STRUCTURES

B6402 MATERIALS

(c) Cement

Replace this sub-section with the following:

"Refer to section 1142 for specification of cement."

CEM I 42,5, CEM II A-S 32,5, CEM II/A-V 32,5, or CEM III A may be used for the manufacture of reinforced concrete members.

Prestressed concrete members and units	
Cement Type	Cement Grade
CEM II A-S	42,5
CEM II A-V	32,5

B6404 CONCRETE QUALITY

(d) Strength concrete

Add the following paragraph:

"The cement content for any class of structural concrete or mass concrete used in structures shall not be less than 300 kg/m³ of concrete.

The contractor must provide the engineer with complete mix designs and materials for strength concrete at least six (6) weeks before the first concrete is cast on the project".

B6405 MEASURING THE MATERIALS

(e) Aggregates

Add the following:

"All concrete for structures shall be manufactured by mechanical mass batching unless authorized otherwise by the engineer for minor concrete structures or for labor-intensive methods."

B6407 PLACING AND COMPACTING

(a) General

Add the following after the third paragraph:

"Concrete shall only be placed up to 20:00 at the latest. Under exceptional circumstances the Engineer may allow night work on condition that proper lighting arrangements can be made and a new and rested shift for night work is provided and ambient temperatures are such as to not adversely affect the setting of the concrete."

B6408 CONSTRUCTION JOINTS

(a) General

Add the following:

"No construction joints other than those indicated on the drawings will be permitted without the written approval of the engineer".

B6409 CURING AND PROTECTING

Add the following:

"The surface area of bridge and culvert floor slabs and decks shall be cured as follows:

- (i) The area of freshly cast and finished concrete surface shall be immediately covered as specified in clause 6409(e).
- (ii) After the concrete has set sufficiently the entire area shall be treated with an approved curing compound as specified in clause 6409(f)."

B6414 QUALITY OF MATERIALS AND WORKMANSHIP

(a) Criteria for compliance with the requirements

Add the following:

"Quality control shall be carried out by the engineer as specified in Section 8200: Quality Control (Scheme 1)."

Add the following new paragraph:

(d) Concrete cores - strength requirements

"Cores will only be drilled if authorized by the engineer. This will only be considered if the contractor's own cubes, when crushed by the engineer, attained the required 28-day cube strength."

B6414 QUALITY OF MATERIALS AND WORKMANSHIP

(a) Criteria for compliance with the requirements

Add the following sentence:

'Judgement plan B of Section 8200 shall apply.'

B6416 MEASUREMENT AND PAYMENT

Item	Unit
B64.01 Cast in situ concrete:	
(a) Class 15/19 for screed	m3
(b) Class W30/19 for the deck and the in-situ casted beams/handrails	m3
(c) Class W30/19 for piers, abutment and retaining walls	m3

"The unit of measurement is the square metre of permanent formwork installed complete in accordance with the details on the drawings or as instructed by the Engineer.

B64.04 Manufacturing precast members including transporting and erecting of the members:

- (a) Precast planks as per drawing RSK3-SILB-007-02 No

"The unit of measurement is the square metre of permanent formwork installed complete in accordance with the details on the drawings or as instructed by the Engineer.

SECTION B6600: NO-FINES CONCRETE, JOINTS, BEARINGS, BOLT GROUPS, FORELECTRIFICATION, AND PARAPETS AND DRAINAGE FOR STRUCTURES

B6601 SCOPE

Delete "and" in the fourth line of paragraph (e). Replace the full stop at the end of paragraph (f) with a semi-colon, and add the following:

- "(g) the installation of service ducts;
- (h) the construction of transition blocks and nose endings at balustrades;
- (i) the construction of brickwork, with or without plaster; and
- (j) the supply and installation of accessories."

B6603 JOINTS IN STRUCTURES

(a) Materials

- (i) General

Add the following after the last paragraph:

"It is a firm requirement that all contracts have **full** Agrément certification for bridge deck joints, with the target date for new applications for Agrément assessment one (1) year from receipt and acceptance by Agrément South Africa of each application. Proof of original acceptance of application by Agrément is required in such a case:

- (1) current Agrément assessments: 1 September 2010

- (2) new applications for Agrément assessment one (1) year from receipt and acceptance by Agrément South Africa of each application. Proof of original acceptance of application by Agrément is required in such a case."

- (iii) Sealants

Add the following:

"The silicone sealant required for sealing movement joints shall be Dow Corning 888, or similar approved."

(g) Installing the expansion joints

Add the following at the beginning of subclause B6603(g):

"All deck expansion joints shall be installed by approved specialist subcontractors only. Installed deck expansion joints shall have the following guarantees:

Proprietary joints	-	15 years
Asphalt plug type joints	-	10 years
Concrete nosings (replacement)	-	10 years
Joint sealant	-	5 years

All deck expansion joints will only be considered for use on this Contract if the manufacturer has obtained Agrément certification. New applications for Agrément assessment take up to one year from receipt to acceptance by Agrément South Africa.

The specialist Contractor shall arrange for the attendance on the Site of the manufacturers or suppliers of the joint system in order to accept the installation in its entirety.

Where existing expansion joints have to be replaced, joints shall be formed as follows:

The previously laid surfacing or joint nosing shall be cut with a diamond saw to correspond with the specified width of the new nosing, and all material shall be removed from the nosing recess, as per instructions on the drawings, with the use of high-pressure water jetting. The use of percussion tools, if necessary, shall be kept to an absolute minimum.

Joint recesses within the sidewalks shall be constructed with formwork where required and the surfaces prepared as for the roadway joints."

Add the following subclause:

"(h) Joint protection plates

All joints to bridge and culvert earwings and wing walls included under this Contract are to receive metal protection plates on the earth face. This metal protection plate shall consist of a 300 mm wide 1,6 mm thick mild-steel sheet galvanized with a Class M coating in accordance with SANS 3575.

Cuts ends and small damaged areas shall be repaired by the application of zinc-rich paint, or by zinc spraying.

The protection plates are to be fixed centrally in place over the joints on the earth face with an appropriate epoxy adhesive, or with Hilti nails at 500 mm spacing on one side of the joint only."

B6604 BEARINGS FOR STRUCTURES

(e) Proprietary bearings

(i) General

Add the following to this clause:

"The technical data necessary to determine the size and type of the required bearing are shown on the drawings."

(v) Construction

Delete the final three (3) paragraphs of subclause B6604(e)(v)(7) and replace with the following:

"Applying two coats of epoxy MIO paint, with each coat a minimum of 75 micrometers of dry-film thickness and of a dark grey colour.

Applying a semi-gloss, acrylic polyurethane (2 pack) finish with a minimum of 50 micrometers of dry-film thickness and of light grey colour.

Surfaces in contact with concrete shall be sprayed with zinc, but not painted, so that it complies with the requirements of SANS 2063, Table 1 (Zn) minimum local thickness of 150 µm."

(vi) Inspection and testing

Replace the third paragraph with:

"The Contractor shall ensure that each individual bearing is available on site for inspection and approval by the Engineer at least seven (7) days before installation of the bearing.

The manufacture of bearing assemblies shall be strictly controlled and where directed, the Contractor shall arrange for load performance testing to be carried out on one randomly selected bearing of each size and type in a laboratory approved by the Engineer. Certified test certificates shall be submitted to the Engineer."

Add the following subclause:

"(vii) Rejection

Bearing components improperly manufactured or improperly stored, handled or transported such as to cause deterioration, corrosion or any damage harmful to the performance of such assemblies, or units failing the manufacturers' claimed properties or displaying test properties inconsistent with the specifications, will be rejected by the Engineer and on written notice of said rejection, shall be removed immediately and permanently from the Site by the Contractor. Assemblies improperly installed will likewise be rejected and shall be rectified, failing which the assembly shall be removed and rebuilt by the Contractor, all to the satisfaction of the Engineer."

B6605 PARAPETS, RAILING AND SIDEWALKS

(f) Concrete surface finish requirements

Add the following:

"All formed concrete surfaces shall be coated with Nitocote SN 552, Dynasylan BH4, Wacker BS44 Protectosil 300 or similar approved coating in accordance with the manufacturer's instructions. The Engineer shall be present during the application of the material."

B6606 DRAINAGE FOR STRUCTURES

(a) Weep holes, drainage pipes and channelling

Add the following:

"Where indicated on the drawings, the drainage pipes behind retaining walls shall be laid on a 300 mm wide by 50 mm thick mortar bed consisting of 1 part cement and five parts sand."

(c) Synthetic-fibre filter fabric

Replace the referred subclause "2104(a)(iii)" in the last paragraph with subclause "B2104(a)(iii)."

Add the following:

"Drainage behind retaining walls and along culvert walls shall be facilitated by 325 mm and 500mm wide strips of filter elements wrapped with synthetic-fibre filter fabric in accordance with the details on the drawings. The elements shall comprise Netlon DN1 Flownets (or an approved equivalent) wrapped with Grade 2 synthetic-fibre filter fabric (or an approved equivalent). The filter fabric edges shall overlap at least 75 mm and shall be secured by means of nylon thread with stitches not more than 25 mm apart."

Add the following clauses:

B6609 SERVICE DUCTS IN BRIDGE DECKS AND APPROACH SLABS

Service ducts in bridge decks and approach slabs shall be fixed and cast into position in accordance with the requirements of clause 6411 and the details on the drawings.

The pipes and fittings used for the construction of ducting shall be rigid uPVC pipes and fittings with flexible rubber joints that comply with the requirements of SANS 967. The duct ends shall be provided with suitable conical wooden stoppers to prevent dirt and concrete from entering the ducts. Two (2) strands of 2,5 mm diameter galvanized steel wire shall be threaded through each duct. The strands shall extend 2,0 m beyond each end and shall be firmly wedged in position with the wooden stoppers. Inspection eyes for the ducts shall be constructed in accordance with the details on the drawings.

B6610 BRICKWORK

Bricks shall be engineering bricks that comply with the requirements of SANS 227.

The limit for water absorption in the 24-hour immersion test shall be 8%.

Brickwork shall be built in English bond with a mortar consisting of one (1) part cement and six (6) parts sand, or in stretcher bond where the brickwork is 115 mm thick. It shall be well

and regularly bonded without false headers. All bricks shall be unbroken, except where required as closers. Bricks shall be well wetted before laying and each brick shall be pressed into its bed to leave a finished joint not exceeding 10 mm in thickness. All joints shall be solidly filled with mortar, and joints for exposed faces shall be pointed as the work proceeds.

Pipes entering brickwork shall be thoroughly caulked into the wall and rendered with mortar.

B6611 PLASTER

When brickwork has to be plastered, all joints shall be well raked out and the brick face shall be thoroughly wetted before plaster is applied. The plaster shall not be less than 12 mm nor more than 20 mm thick. The plaster finish shall be smooth and even without visible trowel marks. The plaster shall be finished with a steel trowel. The plaster shall consist of one (1) part cement to four (4) parts approved fine sand. The plaster shall be cured for at least 48 hours.

B6612 ACCESSORIES

Accessories shall be supplied and/or manufactured and installed in accordance with the details on the drawings."

B6608 MEASUREMENT AND PAYMENT

	Item	Unit(Prov.Sum)
B66.27	Allow a Provisional Sum for the covering of bridge with barge boards specified by the Engineer	

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

SECTION 7300: CONCRETE BLOCK PAVING FOR ROADS

B7302 MATERIALS

(c) Concrete Paving Blocks

Replace "SABS" in the second line with "SANS" and "Portland Cement Institute's" with "Concrete Institute's".

The block shall be Class 2 with a minimum average ITS of 2.8 MPa and a minimum individual ITS of 2.5 MPa – all in accordance with SANS 1058 – 2007.

B7303 CONSTRUCTION

(c) Concrete Paving Blocks

The blocks shall be laid *herringbone* pattern.

(E) **SECTION 8100: TESTING MATERIALS AND WORKMANSHIP**

B8103 THE COSTS OF TESTING

Add the following sub clauses:

“(a) Testing as required by the Engineer

Testing required by the Engineer shall be conducted by an approved commercial laboratory on all materials and workmanship to ensure compliance with the requirements of the specifications.

“(b) Quality control

The tests, frequency of tests and lot sizes shall be in accordance with TMH5.”

B8105 TESTING OF AGGREGATES

Add the following sub-clause:

“(g) Ethylene Glycol Weathering Test for durability of aggregates used in seals and asphalt

(i) Method

Selected 100 number single sized chippings from a representative sample retained on the 13.2 mm sieve but passing the 19 mm sieve. The selected aggregate chippings shall be oven dried for 12 hours and the mass of the chippings shall then be determined to the nearest 0.001 kilogram. The chippings shall then be immersed in ethylene glycol contained in a glass container for 28 days. After 28 days the chippings shall be removed from the ethylene glycol and oven dried for 12 hours. The mass of the chippings shall then be determined and the percentage weathering loss shall be calculated from the results.

(ii) Acceptance Criteria

Only aggregate that shows a breakdown after 28 days in ethylene glycol of less than 2% shall be used in seals or in asphalt.”

B8110 TESTS RELATING TO CHEMICAL STABILIZATION

Add the following sub-clause:

“(d) The wet-dry durability test for cement-treated materials using the hand brushing method.”

(i) Scope

This method covers the procedure for determining the soil-cement losses obtained by repeated wetting, drying and hand brushing of hardened soil-cement specimens (see note (3)).

(ii) Apparatus

(1) A moisture curing room capable of maintaining a relative humidity of 95 to 100 percent and a temperature of 22 °C to 25 °C, or suitable plastic bags capable of holding specimens and carriers in an airtight condition in a water bath as described in (2) below.

(2) A suitable water bath with thermostatic control capable of maintaining a temperature of 22 °C to 25 °C.

(3) A balance to weigh up to 10 kg, accurate to 0.5 g.

(4) A drying oven capable of maintaining temperatures of 71°C ± 3 °C and 110 °C ± 5 °C.

(5) A wire scratch brush made of 50 mm by 1, 6 mm flat 26 gauge wire bristles assembled in 50 groups of 10 bristles and mounted to form five longitudinal rows and 10 transverse rows on a 200 by 65 mm wooden block.

(iii) Method

(1) Preparation of specimens

Prepare specimens in accordance with the procedure described in method A19 in TMH1 with the following exceptions:

Use the material passing the 37,5 mm sieve and discard the material remaining on the sieve.

Use the apparatus and compaction method as described in method A7 (modified AASHTO) in TMH1.

(2) Curing of specimens

Cure the specimens for seven days at a relative humidity of 95 to 100 percent and a temperature of 22 °C to 25 °C in a suitable curing room or in plastic bags and a suitable water bath. Alternative the specimens may be rapid cured (see note (5)).

(3) Wetting, drying and brushing

After curing, remove the specimens from the curing room or plastic bag, allow to cool if necessary, and submerge them in water at room temperature for a period of five hours. Remove the specimens from the water and place them in an oven at 71 °C for 42 hours. Remove the specimens from the oven. Give each specimen two firm strokes on all areas with the wire scratch brush. The brush must be held parallel to the long axis of the specimen or parallel to the ends as required to cover all areas of the specimen. Apply these strokes to the full height and width of each specimen with a firm stroke corresponding to approximately 13,5 kN force (see note (4)).

The procedure described so far constitutes one cycle (48 hours) of the wet-dry durability test. After brushing the specimens are again submerged in water and the procedure repeated for a total of 12 cycles (see note (2)).

(4) Determination of soil-cement losses

After 12 cycles, dry the specimens to constant mass at 110 °C and determine the oven-dry mass of the specimens. The data collected will permit the calculation of the soil-cement losses of the specimens after the prescribed 12-cycle test.

(iv) Calculations

(1) Calculate the soil-cement loss of the specimens as a percentage of the original oven-dry mass of the specimens as follows:

$$L = \frac{W - M}{W} \times 100$$

Where

L = soil-cement loss (%)

W to = original calculated oven-dry mass (g) (calculated according paragraph 3.5 in method A19 in TMH1)

M = final oven-dry mass (g)

(2) The percentage loss shall be calculated and reported to the nearest 0.1 percent. These results are normally required for designing a mix and are reported graphically against relevant cement content.

(v) Notes

1. Mass determination of the specimens before and after brushing are usually made at the end of each cycle during research or special investigations.
2. If it is not possible to run the cycle continuously because of Sundays or holidays or for any other reason, the specimens should be held in the oven during the lay-over period.
3. The test was originally developed to determine the wet-dry durability of cement-treated material. It can, however, be used with equal success on material treated with other chemical stabilizers, for example lime, or mixes of lime and milled blast furnace slag, or cement and milled blast furnace slag.
4. The pressure is measured as follows:

Clamp a specimen in a vertical position on the edge of a platform scale and zero the scale. Apply vertical brushing strokes to the specimen and note the force necessary to register approximately 1,36 kg.

5. Rapid curing

Seal each specimen airtight in a suitable container or plastic bag. Carefully place the briquettes on suitable holders or in pans and place in the oven at the relevant temperature and period given below:

Stabilizing agent	Tem p (°C)	Time (hours)
Cement	70 - 75	24 ± 0.5
PBFC	70 - 75	24 ± 0.5
Lime	60 ± 2	45 ± 1
Lime/FA	60 ± 2	45 ± 1
Lime/MBFS	60 ± 2	45 ± 1

B8117 MEASUREMENT AND PAYMENT

Amend the following payment item:

“ITEM	UNIT
B81.04 (a) Provision of slump test complete equipment set for the sole use of the engineer throughout the construction period	Prov Sum

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

SECTION 8200: QUALITY CONTROL B8302**JUDGEMENT PLANS: GENERAL**

Add the following paragraph:

“Where it is not specified in the Standard Specifications or the Project Specifications which judgement plan will be used by the Engineer for quality control, Judgment Plan B shall be use

C3.5: MANAGEMENT**C3.5 MANAGEMENT****C3.5.1 MANAGEMENT OF THE WORKS****C3.5.1.1 Applicable SANS and SABS Standards**

The COLTO (1998 Edition) Standardized Specifications listed in C3.4.1.1 are applicable.

C3.5.1.2 Particular/Generic Specifications

Not applicable.

C3.5.1.3 Methods and Procedures**(a) Maintenance of access and streets**

The operation of construction vehicles on existing roads or streets, or streets that have been completed to the level of subbase, base or surfaced treatment, shall be limited to the traffic with an axle load not exceeding that allowed by the Road Traffic Ordinance of the authority concerned, or any amendment thereof. Hauling is strictly forbidden on sections of road or streets that have been completed as described above. The Contractor shall make use of a temporary haul road, or where not practically possible, program his work in such a manner that the haulage materials shall be restricted to that required for the particular section of street. No additional payment shall be made for the use of temporary haul roads and all relevant costs shall be deemed covered by the appropriate rates.

No additional payment will be made for the construction of temporary access roads to the construction site, borrow areas or the spoil sites, except for payment made under payment item 15.01 in the Bill of Quantities.

Should the Contractor make use of existing roads or streets for haulage, he shall be held responsible to clear the road or street of any spillage caused by his activities within one (1) day after such spillage occurred. No additional payment will be made for the cleaning of the spillage.

(b) Blasting operation

All blasting shall be carried out by a competent, registered blaster. The blaster shall furnish to the Engineer copies of all the permits required to purchase, transport, use and dispose of unused blasting material. The Contractor shall inform the commander of the local SAPS at least 1 day prior to the date and time blasting is about to take place.

No blasting operations shall take place on weekends or holidays or weekdays after 17h00.

The Contractor shall ensure that sufficient suitable material, to the satisfaction of the blaster, is

available and in place before the blast is initiated.

(c) Normal working hours

Normal working hours shall be from 07h00 until 17h00 on weekdays from Monday to Friday. It shall be from 07h00 until 13h00 on Saturdays.

Work on other days will only be allowed after written approval has been granted by the Engineer.

(d) Interference with municipal staff and operations

The Contractor shall ensure that none of his staff interfere in any way with any municipal staff member or their functions.

Any person ignoring this shall be removed permanently from site, all at the expense of the Contractor.

(e) Access for other contractors

The Contractor shall provide reasonable access to other Contractors carrying out work on the site from time to time, as and when such access is required. The Contractor is entitled to request reasonable notification of at least 24 hours before access by others is required.

The contractual responsibilities of the Contractor shall remain in full force in spite of the other Contractors having access to the site.

(f) Giving notice of work to be covered up

The Contractor shall give the Engineer at least 24 hours' notice prior to a request for examination of materials or work to be covered up. This request must be made in the request book on site.

Should such a request be made and upon inspection the Engineer found that the works or materials are not yet ready for inspection, the Contractor shall reimburse the Engineer within 30 days of invoice for all expenses incurred as a result.

(g) Sequence of the works

The Contractor shall execute the Works in accordance with the approved programme.

C3.5.1.4 Quality plans and control (Testing)

Refer to Section C3.4.2.5(b).

C3.5.1.5 Environmental Management Plan (EMP)**(a) Demarcation of the site**

For the purpose of the EMP, the site shall be demarcated into two distinct areas, viz.;

- (i) The construction camp comprising all buildings, hostels, offices, lay down yards, vehicle wash areas, fuel and material storage area, batching areas and other infrastructure that is required for the running of the job.
- (ii) The working area in which construction activities are permitted to take place. No infrastructure, permanent lay down or storage areas shall be established in this working area unless specified in the project specification or prior approval is obtained from the Engineer.

(b) Construction camp

The Contractor shall provide the Engineer with a plan showing the positions of all buildings, yards, vehicle wash areas, batching areas and other infrastructure for approval by the Engineer at least ten (10) days prior to the commencement date.

(c) Fencing of site

If a temporary fence is required, the Contractor shall erect and maintain such a fence (demarcating the boundary of the working area, construction camp and access roads) to the satisfaction of the Engineer.

This fence shall be erected before the commencement of any other work on site. The fence shall be removed after completion of the project and the site reinstated to its original state.

(d) Workshops

All workshops shall be located inside the demarcated construction camp area as approved by the Engineer prior to establishment. The workshop shall have a smooth impermeable concrete floor sloped to one side where oil is trapped in an oil trap or sump to contain any spillages of substances such as oil.

Waste material shall be disposed of in accordance with the national, regional and local by-laws regulations and by-laws. The waste shall be regularly removed and disposed of at an approved site.

(e) Eating areas

The Contractor's employees shall eat in a designated eating area indicated on the drawing approved by the Engineer. The Contractor shall provide adequate shade and provide scavenger proof and waterproof refuse bins. Cooking will only take place in this area on well-maintained gas cookers with fire extinguishers present. Open fires other than the gas cookers shall not be allowed.

(f) Watchmen

The Contractor shall have a watchman present on site during non-working hours and on holidays to ensure the safety of plant and materials on site.

(g) Ablution facilities

The exact location of toilets shall be approved by the Engineer. The Contractor shall provide the toilets and maintain and service it on a daily basis. The toilets shall be kept clean. Regular inspections shall be conducted by the Engineer. Burial of waste on site is strictly forbidden. Leaking or broken toilets shall be removed and replaced immediately by the Contractor.

(h) Solid waste

“Solid waste” refers to construction debris, chemical waste, tins, cans, paper, wrappers, excess concrete, waste timber, etc.

The Contractor shall establish a waste control and removal system. He shall submit a method statement to the Engineer for approval prior to commencement.

Appropriate solid waste containers shall be provided for the storage of waste. The containers shall be water proof. The waste shall be removed on a regular basis to prevent the accumulation of waste on site and disposed of at an approved waste site.

(i) Wastewater

Water shall be used sparingly on site. Where possible, wastewater shall be recycled. A wastewater management plan shall be submitted to the Engineer for approval 10 days prior to the commencement date.

The management plan shall detail the expected extent of the contamination of each wastewater stream and how the Contractor plans to deal with it.

Wastewater shall be prevented from flowing into the Olifants River.

(j) Fuel storage area

Fuel shall be stored on site in a depot at a location as agreed with the Engineer. The Contractor shall ensure that liquid fuels are stored in tanks with lids. The tanks shall be placed on a sloped smooth concrete surface with an oil trap on the lower end to collect any spillage.

Fuel shall be kept under lock at all times.

(k) Concrete batching area

Cement and concrete is hazardous to the environment due to the high pH of the material and the chemicals it contains.

The Contractor shall furnish to the Engineer for approval a method statement for the mixing of concrete. Concrete shall not be mixed directly on the ground. Care must be taken to ensure that wastewater and contaminated material is collected and disposed of correctly.

(l) Equipment maintenance and storage

All equipment and vehicles shall be kept in good working order and serviced regularly. Leaking equipment shall be repaired immediately or removed from site. Where possible, maintenance and service shall take place only in the workshop. Permission must be obtained from the Engineer if the aforementioned cannot be adhered to.

The Contractor shall demarcate an area in which the equipment and vehicles may be stored. The location shall be approved by the Engineer.

(m) Materials handling, use and storage

The Contractor is responsible to ensure that all material suppliers are aware of the EMP's restrictions and conditions. The Contractor shall be held responsible should deliveries not comply with the EMP requirements.

The Contractor shall comply with all relevant national, regional and local legislation with regard to the transport, use and disposal of hazardous material.

The Contractor shall furnish to the Engineer a list of all hazardous materials to be used on site, together with the handling, storage and disposal procedures of the materials. This information shall be available to all personnel on site.

The location of the hazardous material store shall be within the demarcated construction camp area. The location shall be approved by the Engineer.

Where possible, the Contractor shall ensure that the refueling of vehicles takes place only at the fuel storage area in the construction camp. If this is not possible, the Contractor shall obtain permission from the Engineer to refuel at any other place. Contaminated material and wastewater at the refueling area shall be contained and disposed of correctly.

(n) Emergency procedures

The Contractor shall ensure that emergency procedures for the following situations are submitted for approval to the Engineer;

Fire – the Contractor shall inform the relevant authority immediately as soon as a fire starts. The Contractor shall ensure that his staff and subcontractors are fully aware of the procedures to be followed in the event of a fire.

Spillages – the Contractor shall ensure that his staff and subcontractors are fully aware of the procedures to be followed in the event of a spillage. The Engineer must be informed immediately about a spill. The Contractor shall ensure that the necessary materials and equipment is on site to deal with spills and leaks. The cleanup of spills and leaks shall be for the account of the Contractor.

(o) Care of surrounding areas

The Contractor shall ensure that no contamination of or damage to the surrounding areas or watercourses shall occur as a result of any of his activities during construction.

C3.5.1.6 Planning and programming

The programme to be furnished by the Contractor to the Engineer for approval shall be in the form of a Gantt chart. The critical path shall be indicated in red.

C3.5.1.7 Other Contractors on site

No other road construction contractors will be on site during the implementation of the project.

C3.5.1.8 Recording of weather

The Contractor shall record the weather conditions on a daily basis in the site diary. Rainfall figures and strong wind which could delay the Works shall be noted and recorded.

C3.5.1.9 Format of communications

All communication regarding the Contract shall be channelled through the Engineer or his representative.

C3.5.1.10 Planning and programming

Management meeting shall be held monthly on site for the duration of the project on dates to be agreed upon.

C3.5.1.11 Daily records

Daily records of plant, personnel, materials, etc., shall be kept daily by the Contractor and noted in the site diary to be supplied by the Contractor before commencement date of the project.

C3.6: HEALTH AND SAFETY

C3.6 HEALTH AND SAFETY

C3.6.1 HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES

Before starting work on site, the Contractor shall present to the Engineer his Health and Safety Plan which includes the COVID-19 plan for approval. He shall also appoint a health and Safety Officer in writing and give a copy of the letter of appointment to the Engineer.

The Health and Safety Specification is attached as Appendix B and must be referred to when compiling the Health and Safety Plan.

(a) Construction Regulations, 2003

The Contractor shall be required to comply with the Occupational Health and Safety Act, 1993: Construction Regulations, 2003 (the regulations) as promulgated in Government Gazette No 25207 and Regulation Gazette No 7721 of 18 July 2003 Non-compliance with these regulations, in any way whatsoever, will be adequate reason for suspending the Works.

The proposed type of work, materials to be used and potential hazards likely to be encountered on this Contract are detailed in the Project Specifications, Schedule of Quantity and Drawings, as well as in the Employers' Health and Safety Specifications (regulation 4(1)) of the Construction Regulations 2003.

The Contractor shall in terms of regulation 5(1) provide a comprehensive health and safety plan detailing his proposed compliance with the regulations, for approval by the Employer.

The Contractor shall at all times be responsible for full compliance with the approved plan as well as the Construction Regulations and no extension of time will be considered for delays due to non-compliance with the abovementioned plan or regulations.

Payment items are included in the Schedule of Quantities to cover the Contractor's cost for compliance with the OHS Act and the abovementioned regulations.

(b) COVID-19 Occupational Health and Safety Measures in Workplaces COVID-19 (C19 OHS), 2020

The Contractor shall be required to comply with the COVID-19 Occupational Health and safety Measures in Workplaces act: COVID-19 (C19 OHS),2020 for as long as the declaration of a national disaster published in Government Gazette 43096 on 15 March 2020 remain in force. Non-compliance with these regulations, in any way whatsoever, will be adequate reason for suspending the Works or termination of contract.

C3.6.2 PROTECTION OF THE PUBLIC

The site is accessible to the general public. The Contractor shall ensure that all personnel entering the construction site is fully informed about the dangers, dos and don'ts on the site. The Contractor shall ensure that non-construction personnel are protected within the guidelines of the OH&S Regulations.

C3.6.3 BARRICADES AND LIGHTING

All excavations, into which a person may fall, shall be securely barricaded at all times in accordance with the requirements of the applicable OH&S Regulations.

C3.6.4 TRAFFIC CONTROL ON ROADS

The Safety Officer shall take full responsibility for the traffic control in and around the site. The personnel on site shall be fully informed and trained by the Safety Officer regarding the construction traffic and general traffic control.

C3.6.5 MEASURES AGAINST DISEASE AND EPIDEMICS

Necessary measures must be adopted and implement occupational health and safety measures to reduce and eliminate the escalations of infections in workplaces against disease, epidemics and pandemics on site as and when directed by the Department of Labour.

C3.6.6 AIDS AWARENESS

All construction personnel shall be given an Aids Awareness briefing session by the Safety Officer.

C3.6.7 COVID-19 AWARENESS

All construction personnel shall be given an COVID-19 Awareness briefing session by the Safety Officer.

C3.7: PARTICULAR SPECIFICATIONS

C3.7.1 SCOPE

This specification covers the health and safety requirements to be met by the Contractor to ensure a continued safe and healthy environment for all workers, employees and subcontractors under his control and for all other persons entering the site of works.

This specification shall be read with the Occupational Health and Safety Act (Act No 85 and amendment Act No 181) 1993, and the corresponding Construction Regulations 2014, and all other safety codes and specifications referred to in the said Construction Regulations.

In terms of the OHSA Agreement in Section (C1.4) of the Contract document, the status of the Contractor as mandatory to the Employer (client) is that of an employer in his own right, responsible to comply with all provisions of OHSA 1993 and the Construction Regulations 2014.

This safety specification and the Contractor's own Safety Plan as well as the Construction Regulations 2014, shall be displayed on site or made available for inspection by all workers, employees, inspectors and any other persons entering the site of works.

The following are possible risks associated with this project:

- Please insert the risks associated with the project here

Additional risks may arise from specific methods of construction selected by the Contractor which are not necessary covered in the above.

C3.7.2 DEFINITIONS

For the purpose of this contract the following shall apply:

Employer" where used in the contract documents and in this specification, means the Employer as defined in the General Conditions of Contract and it shall have the exact same meaning as "**client**" as defined in the Construction Regulations 2014. "**Employer**" and "**client**" is therefore interchangeable and shall be read in the context of the relevant document.

(a) "Contractor" wherever used in the contract documents and in this specification, shall have the same meaning as "**Contractor**" as defined in the General Conditions of Contract.

C3.7-1

In this specification the terms "**principal contractor**" and "**contractor**" are replaced with "**Contractor**" and "**subcontractor**" respectively.

For the purpose of this contract the **Contractor** will, in terms of OHSA 1993, be the mandatory, without derogating from his status as an employer in his own right.

(b) "**Engineer**" where used in this specification, means the Engineer as defined in the General Conditions of Contract. In terms of the Construction Regulations the Engineer may act as agent on behalf of the Employer (the client as defined in the Construction Regulations).

C3.7.3 TENDERS

The Contractor shall submit the following with his tender:

- (a) a documented Health and Safety Plan as stipulated in Regulation 7 of the Construction Regulations. The Safety Plan must be based on the Construction Regulations 2014 and will be subject to approval by the Employer;
- (b) a declaration to the effect that he has the competence and necessary resources to carry out the work safely in compliance with the Construction Regulations 2014;
- (c) a declaration to the effect that he made provision in his tender for the cost of the health and safety measures envisaged in the Construction Regulations.
- (d) Failure to submit the foregoing with his tender, will lead to the conclusion that the Contractor will not be able to carry out the work under the contract safely in accordance with the Construction Regulations.

C3.7.4 NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK

After award of the contract, but before commencement of construction work, the Contractor shall, in terms of Regulation 3, notify the Provincial Director of the Department of Labor in writing if the following work is involved:

- (a) the demolition of structures and dismantling of fixed plant of height of 3,0m or more;
- (b) the use of explosives;
- (c) construction work that will exceed 30 days or 300 person-days;
- (e) excavation work deeper than 1,0m; or
- (f) working at a height greater than 3,0m above ground or landings.

The notification must be done in the form of the pro forma included under Section T2 (Forms to be Completed by Tenderer) of the tender document.

A copy of the notification form must be kept on site, available for inspection by inspectors, Employer, Engineer, employees and persons on site.

C3.7.5 RISK ASSESSMENT

Before commencement of any construction work during the construction period, the Contractor shall have a risk assessment performed and recorded in writing by a competent person. (Refer Regulation 9 of the Construction Regulations 2014).

The risk assessment shall identify and evaluate the risks and hazards that may be expected during the execution of the work under the contract, and it shall include a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards identified.

The risk assessment shall be available on site for inspection by inspectors, Employer, Engineer, subcontractors, employees, trade unions and health and safety committee members, and must be monitored and reviewed periodically by the Contractor.

C3.7.6 APPOINTMENT OF EMPLOYEES AND SUBCONTRACTORS**6.1 Health and Safety plan**

The Contractor shall appoint his employees and any subcontractors to be employed on the contract, in writing, and he shall provide them with a copy of his documented Health and

Safety Plan, or relevant sections thereof. The Contractor shall ensure that all subcontractors and employees are committed to the implementation of his Safety Plan.

6.2 **Health and safety induction training**

The Contractor shall ensure that all employees under his control, including subcontractors and their employees, undergo a health and safety induction training course by a competent person before commencement of construction work. No visitor or other person shall be allowed or permitted to enter the site of the works unless such person has undergone health and safety training pertaining to hazards prevalent on site.

The Contractor shall ensure that every employee on site shall at all times be in possession of proof of the health and safety induction training issued by a competent person prior to commencement of construction work.

C3.7.7 APPOINTMENT OF SAFETY PERSONNEL

7.1 **Construction Supervisor**

The Contractor shall appoint a full-time **Construction Supervisor** with the duty of supervising the performance of the construction work.

He may also have to appoint one or more competent employees to assist the construction supervisor where justified by the scope and complexity of the works.

7.2 **Construction safety officer**

Taking into consideration the size of the project and the hazards or dangers that can be expected, the Contractor shall appoint in writing a full-time or part-time **Construction Safety Officer** if so decided by the client. The Safety Officer shall have the necessary competence and resources to perform his duties diligently.

Provision shall be made by the Contractor in his rates, to cover the cost of this dedicated construction safety officer appointed after award of the contract.

7.3 **Health and safety representatives**

In terms of **Section 17 and 18 of the Act (OHSA 1993)** the Contractor, being the employer in terms of the Act for the execution of the contract, shall appoint a **health and safety representative** whenever he has more than 20 employees in his employment on the site of the works. The health and safety representative must be selected from employees who are employed in a full-time capacity at a specific workplace.

The number of health and safety representatives for a workplace shall be at least one for every 100 employees.

The function of health and safety representative(s) will be to review the effectiveness of health and safety measures, to identify potential hazards and major incidents, to examine causes of incidents (in collaboration with his employer, the Contractor), to investigate complaints by employees relating to health and safety at work, to make representations to the employer (Contractor) or inspector on general matters affecting the health and safety of employees, to inspect the workplace, plant, machinery etc. on a regular base, to participate in consultations with inspectors and to attend meetings of the health and safety committee.

7.4 **Health and safety committee**

In terms of **Sections 17 and 18 of the Act (OHSA 1993)** the Contractor (as employer), shall establish one or more **health and safety committee(s)** where there are two or more health

and safety representatives at a workplace. The persons selected by the Contractor to serve on the committee shall be designated in writing.

The function of the health and safety committee shall be to hold meetings at regular intervals, but at least once every three months, to review the health and safety measures on the contract, to discuss incidents related to health and safety with the Contractor and the inspector, and to make recommendations regarding health and safety to the Contractor and to keep record of recommendations and reports made by the committee.

7.5 Competent persons

In accordance with the Construction Regulations the Contractor has to appoint in writing **competent persons** responsible for supervising construction work on each of the following work situations that may be expected on the site of the works.

- (a) Risk assessment and induction training as described in Regulation 9 of the Construction Regulations;
- (b) Fall protection as described in Regulation 10;
- (c) Structures described in Regulation 11;
- (d) Temporary works described in Regulation 12;
- (e) Excavation described in Regulation 13;
- (f) Demolition work described in Regulation 14;
- (g) Tunneling as described in Regulation 15;
- (h) Scaffolding as described in Regulation 16;
- (i) Suspended platforms as described in Regulation 17;
- (j) Rope Access Work as described in Regulation 18;
- (k) Material hoists as described in Regulation 19;
- (l) Bulk mixing plant as described in Regulation 20;
- (m) Explosive actuated fastening device as described in Regulation 21;
- (n) Cranes as described in Regulation 22;
- (o) Construction vehicle and mobile as described in Regulation 23;
- (p) Electrical installations and machinery of construction sites as described in Regulation 24;
- (q) Use and temporary storage of flammable liquids on construction sites as described in Regulation 25;
- (r) Water environments as described in Regulation 26;
- (s) Housekeeping and general safeguarding on construction sites as described in Regulation 27;
- (t) Stacking and storage on construction sites as described in Regulation 28;
- (u) Fire precautions on construction sites as described in Regulation 29, and
- (s) Construction employees' facilities as described in Regulation 30.

A competent person may be appointed for more than one part of the construction work with the understanding that the person must be suitably qualified and able to supervise at the same time the construction work on all the work situations for which he has been appointed.

The appointment of competent persons to supervise parts of the construction work does not relieve the Contractor from any of his responsibilities to comply with **all** requirements of the Construction Regulations.

C3.7.8 RECORDS AND REGISTERS

In accordance with the Construction Regulations the Contractor is bound to keep records and registers related to health and safety on site for periodic inspection by inspectors, the Engineer, the Employer, trade union officials and subcontractors and employees. The following records and registers must be kept on site and shall be available for inspection at all times.

- (a) A copy of the OHSA 1993 Construction Regulations 2014;
- (b) A copy of this Health and Safety Specification;
- (c) A copy of the Contractor's Health and Safety Plan (Regulation 7);
- (d) A copy of the Notification of Construction Work (Regulation 4);
- (e) A health and safety file in terms of Regulation 5(1)(b) with inputs by the Construction Safety Officer (Regulation 7(1));
- (f) A copy of the risk assessment described in Regulation 9;
- (g) A full protection plan and the corresponding records of evaluation and training of employees working from elevated positions as described in Regulation 10;
- (h) Drawings pertaining to the design of structures (Regulation 11(1)(c)) and formwork and support work structures (Regulation 12) must be kept on site;
- (i) Pronouncement of the safety of excavations must be recorded in a register to be kept on site (Regulation 13);
- (j) A copy of the certificate of the system design for suspended platforms (Regulation 17(2)(b));
- (k) A notice must be affixed around the base towers of material hoists to indicate the maximum mass load, which may be carried at any one time by material hoists (Regulation 19(5));
- (l) Maintenance records of material hoists and inspection results must be kept in a record book to be kept on site (Regulation 19(8));
- (m) A record of any repairs to or maintenance of a batch plant must be kept on site (Regulations 20(8));
- (n) A warning notice must be displayed in a conspicuous manner when and wherever an explosive powered tool is used (Regulation 19(2));
- (o) A register for recording of findings by the competent person appointed to inspect construction vehicles and mobile plant (Regulation 23(1)(k)).

C3.7.9 CONTRACTORS RESPONSIBILITIES

For this contract the Contractor will be the mandatory of the Employer (Client), as defined in the Act (OHSA 1993), which means that the Contractor has the status of employer in his own right in respect of the contract. The Contractor is therefore responsible for all the duties and obligations of an employer as set out in the Act (OHSA 1993) and the Construction Regulations 2014.

Before commencement of work under the contract, the Contractor shall enter into an agreement with the Employer (Client) to confirm his status as mandatory (employer) for the contract under consideration.

The Contractor's duties and responsibilities are clearly set out in the Construction Regulations 2014, and are not repeated in detail but some important aspects are highlighted hereafter, without relieving the Contractor of any of his duties and responsibilities in terms of the Construction Regulations.

(a) Contractor's position in relation to the Employer (Client) (Regulation 5)

In accordance with Section 4 of the Regulations, the Contractor shall liaise closely with the Employer or the Engineer on behalf of the Employer, to ensure that all requirements of the Act and the Regulations are met and complied with.

(b) The Principal Contractor and Contractor (Regulation 7)

The Contractor is in terms of the definition in Regulation 1 the equivalent of Principle Contractor as defined in the Construction Regulations, and he shall comply with all the provisions of Regulation 7.

Any subcontractors employed by the Contractor must be appointed in writing, setting out the terms of the appointment in respect of health and safety. An independent subcontractor shall however provide and demonstrate to the Contractor a suitable, acceptable and sufficiently documented health and safety plan before commencement of the subcontract. In the absence of such a health and safety plan the subcontractor shall undertake in writing that he will comply with the Contractor's safety plan, the health and safety specifications of the Employer and the Construction Regulations 2014.

(c) Supervision of construction work (Regulation 8)

The Contractor shall appoint the safety and other personnel and employees as required in terms of Regulation 7 and as set out in OHS 7 above. Appointment of those personnel and employees does not relieve the Contractor from any of the obligations under Regulation 7.

(d) Risk assessment (Regulation 9)

The Contractor shall have the risk assessment made as set out in paragraph 7 above before commencement of the work and it must be available on site for inspection at all times. The Contractor shall consult with the health and safety committee or health and safety representative(s) etc. on a regular basis to ensure that all employees, including subcontractors under his control, are informed and trained by a competent person regarding health hazards and related work procedures.

No subcontractor, employee or visitor shall be allowed to enter the site of works without prior health and safety induction training, all as specified in Regulation 7.

(e) Fall protection (Regulation 10)

Fall protection, if applicable to this contract shall comply in all respects with Regulation 8 of the Construction Regulations.

(f) Structures (Regulation 11)

The Contractor will be liable for all claims arising from collapse or failure of structures if he failed to comply with all the specifications, project specifications and drawings related to the structures, unless it can be proved that such collapse or failure can be attributed to faulty design or insufficient design standards on which the specifications and the drawings are based.

In addition the Contractor shall comply with all aspects of Regulation 11 of the Construction Regulations.

(g) Temporary works (Regulation 12)

The Contractor will be responsible for the adequate design of all formwork and support structures by a competent person.

All drawings pertaining to formwork shall be kept on site and all equipment and materials used in formwork, shall be carefully examined and checked for suitability by a competent person.

The provisions of Regulation 12 of the Construction Regulations shall be followed in every detail.

(h) Excavation work (Regulation 13)

It is essential that the Contractor shall follow the instructions and precautions in the Standard Specifications and Project Specifications as well as the provisions of the Construction Regulations to the letter as unsafe excavations can be a major hazard on any construction site. The Contractor shall therefore ensure that all excavation work is carried out under the supervision of a competent person, that inspections are carried out by a Professional Engineer or Technologist, and that all work is done in such a manner that no hazards are created by unsafe excavations and working conditions.

Supervision by a competent person will not relieve the Contractor from any of his duties and responsibilities under Regulation 13 of the Construction Regulations.

(i) Demolition work (Regulation 14)

Whenever demolition work is included in a contract, the Contractor shall comply with all the requirements of Regulation 14 of the Construction Regulations. The fact that a competent person has to be appointed by the Contractor does not relieve the Contractor from any of his responsibilities in respect of safety of demolition work.

(j) Tunneling (Regulation 15)

The Contractor shall comply with Regulation 15 wherever tunneling of any kind is involved.

(k) Scaffolding (Regulation 16)

The Contractor shall ensure that all the provisions of Regulation 16 of the Construction Regulations are complied with. [Note: Reference in the Regulations to "Section 44 of the Act" should read "Section 43 of the Act"].

(l) Suspended platforms (Regulation 17)

Wherever suspended platforms will be necessary on any contract, the Contractor shall ensure that copies of the system design issued by a Professional Engineer are submitted to the Engineer for inspection and approval. The Contractor shall appoint competent persons as supervisors and competent scaffold erectors, operators and inspectors and ensure that all work related to suspended platforms are done in accordance with Regulation 17 of the Construction Regulations.

(m) Rope Access Work (Regulation 18)

Where rope access work is required on the construction site, the Contractor shall comply with Regulation 18.

(n) Material Hoists (Regulation 19)

Wherever applicable, the Contractor shall comply with the provisions of Regulation 19 to the letter.

(o) Batch plants (Regulation 20)

Wherever applicable, the Contractor shall ensure that all lifting machines, lifting tackle, conveyors, etc. used in the operation of a batch plant shall comply with, and that all operators, supervisors and employees are strictly held to the provisions of Regulation 20. The Contractor shall ensure that the General Safety Regulations (2003), the Driven Machinery Regulations (Government Notice R295 of 26/2/1988) and the Electrical Installation Regulations (Government Notice R2271 of 11/10/1995) are adhered to by all involved.

In terms of the Regulations, records of repairs and maintenance shall be kept on site.

(p) Explosive powered tools (Regulation 21)

The Contractor shall ensure that, wherever explosive-powered tools are required to be used, all safety provisions of Regulation 21 are complied with.

It is especially important that warning notices are displayed and that the issue and return of cartridges and spent cartridges be recorded in a register to be kept on site.

(q) Cranes (Regulation 22)

Wherever the use of tower cranes becomes necessary, the provisions of Regulation 20 shall be complied with.

(r) Construction vehicles and mobile plant (Regulation 23)

The Contractor shall ensure that all construction vehicles and plant are in good working condition and safe for use, and that they are used in accordance with their design and intended use. The vehicles and plant shall only be operated by workers or operators who have received appropriate training, all in accordance with all the requirements of Regulation 23.

All vehicles and plant must be inspected on a daily basis, prior to use, by a competent person and the findings must be recorded in a register to be kept on site.

(s) Electrical installation and machinery on construction sites (Regulation 24)

The Contractor shall comply with the Electrical Installation Regulations (Government Notice R2920 of 23 October 1992) and the Electrical Machinery Regulations (Government Notice R1953 of 12 August 1993). Before commencement of construction, the Contractor shall take adequate steps to ascertain the presence of, and guard against dangers and hazards due to electrical cables and apparatus under, over or on the site.

All temporary electrical installations on the site shall be under the control of a competent person, without relieving the Contractor of his responsibility for the health and safety of all workers and persons on site in terms of Regulation 24.

(t) Use of temporary storage of flammable liquids on construction sites (Regulation 25)

The Contractor shall comply with the provisions of the General Safety Regulations (2003) and all the provisions of Regulation 25 of the Construction Regulations to ensure a safe and hazard-free environment to all workers and other persons on site.

(u) Water environments (Regulation 26)

Where construction work is done over or in close proximity to water, the provisions of Regulation 26 shall apply.

(v) Housekeeping on Construction sites (Regulation 27)

Housekeeping on all construction sites shall be in accordance with the provisions of the environment Regulations for workplaces (Government Notice R2281 of 16 October 1987) and all the provisions of Regulation 27 of the Construction Regulations.

(w) Stacking and storage on construction sites (Regulation 28)

The provisions for the stacking of articles contained in the General Safety Regulations (2003) as well as all the provisions Regulation 28 of the Construction Regulations shall apply.

(x) Fire precautions on construction sites (Regulation 29)

The provisions of the Environmental Regulations for Workplaces (Government Notice R2281 of 16 October 1987) shall apply.

In addition the necessary precautions shall be taken to prevent the incidence of fires, to provide adequate and sufficient fire protection equipment, sirens, escape routes etc. all in accordance with Regulation 29 of the Construction Regulations.

(y) Construction employees' facilities (Regulation 30)

The Contractor shall comply with the construction site provisions as in the Facilities Regulations (2004) and the provisions of Regulation 30 of the Construction Regulations.

(z) Non-compliance with the Construction Regulations 2014

The foregoing is a summary of parts of the Construction Regulations applicable to all construction projects.

The Contractor, as employer for the execution of the contract, shall ensure that all provisions of the Construction Regulations applicable to the contract under consideration are complied with to the letter.

Should the Contractor fail to comply with the provisions of the Regulations 3 to 30 as listed in Regulation 33, he will be guilty of an offence and will be liable, upon conviction, to the fines or imprisonment as set out in Regulation 33.

The Contractor is advised in his own interest to make a careful study of the Act and the Construction Regulations as ignorance of the Act and the Regulations will not be accepted in any proceedings related to non-conformance to the Act and the Regulations.

C3.7.10 MEASUREMENT AND PAYMENT

10.1 Principles

It is a condition of this contract that Contractors, who submit tenders for this contract, shall make provision in their tenders for the cost of all health and safety measures during the construction process. All associated activities and expenditure are deemed to be included in the Contractor's tendered rates and prices.

(a) Safety personnel

The Construction Supervisor, the Construction Safety Officer, Health and Safety Representatives, Health and Safety Committee and Competent Persons referred to in clauses 7.1 to 7.5 shall be members of the Contractor's personnel, and no additional payment will be made for the appointment of such safety personnel.

(b) Records and Registers

The keeping of health and safety-related records and registers as described in paragraph 8 is regarded as a normal duty of the Contractor for which no additional payment will be considered, and which is deemed to be included in the Contractor's tendered rates and prices.

PART C4

SITE INFORMATION

PART C4: SITE INFORMATION

<u>CONTENTS</u>	<u>PAGES</u>
C4.1 NATURE OF GROUND AND SUBSOIL CONDITIONS	C4.1-1
C4.1.1 Nature of Ground	C4.1-1
C4.1.2 Subsoil Conditions	C4.1-1

C4.1 NATURE OF GROUND AND SUBSOIL CONDITIONS

C4.1.1 NATURE OF GROUND

A detail of the existing nature of ground and subsoil conditions is described in the annexed geotechnical report.

C4.1.2 SUBSOIL CONDITIONS

A detail of the existing subsoil conditions is described in the annexed geotechnical report.

CITY OF MBOMBELA

CONTRACT NO: COM54/2019

FOR CONSTRUCTION OF PEDESTRIAN BRIDGE - SILIGANE

APPENDIX A: OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS

OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS

CONTENTS

COVID-19 OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS FOR CONTRACTORS.....	A-11C
AGREEMENT OCCUPATIONAL HEALTH AND SAFETY	A-11
CONTRACTOR'S HEALTH AND SAFETY DECLARATION	A-13
PRO FORMA NOTIFICATION	A-16
ADDITIONAL OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS FOR CONTRACTORS	A-11B

COVID-19 OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS FOR CONTRACTORS

CONTENTS

1. Introduction on the return to work
2. Definitions
3. Travel to Work
4. Appropriate Personal Protective Equipment (PPE)
5. Site Access and Egress Points
6. Washing Hands
7. Toilet Facilities
8. Eating Areas
9. Changing Facilities
10. Cleaning
11. COVID-19 Waste Management
12. Risk Assessment, Addressing Stress, Psychological Risk, Violence and Harassment
13. Screening Questionnaire
14. Medical Surveillances
15. Social Distancing Measures
16. Reporting of COVID-19 Cases
17. COVID-19 Requirements to be met by COM Service Providers
18. Waste Management for COVID-19
19. Employees Induction, Training and Communication
20. Tender Closure

Annexure A – Acknowledgement of COVID-19 OHS Specifications Addendum by Contractor

Annexure B – Employees/ Visitors Screening Questionnaire for COVID-19

Introduction

Construction sites operating during the Coronavirus (COVID-19) pandemic need to ensure they are protecting their workforce and minimizing the risk of spread of infection. This includes an establishment if all employees are fit for works with no COVID19 symptoms, it considering how personnel travel to and from site and a range of other applicable matters to manage the spread of the virus on site on a daily basis.

This COVID-19 responds requirements forms part of the project specific construction health and safety specification to introduce control measures on the construction site that is in line with the Government's recommendations on social distancing and ensure employers and employees make every effort to comply by adhering to the implementation good hygiene practices and constantly monitoring and reviewing the required control measure for the project. These requirements are applicable for all employers and employees working on site including the client, Consulting Engineers and all contractors.

The principal contractor should ensure the requirements are implemented, a COVID-19 site management plan must be developed by the principal contractor taking into consideration the requirements stipulated in this document, under item 12 and the requirements stipulated under Disaster Management Act (5712002): COVID-19 Occupational Health and Safety Measures in Workplaces COVID-19 (C19 OHS), 2020. The COVID-19 site management plan should specify amongst other how the principal contractor intend to return to work consideration at this stage Government specified only one third of the workforce are allowed.

This COVID-19 site management plan are to be approved by the Consulting Engineers and the COM prior to work commencing on site. Principal Contractor will also be required to submit risk assessment together with a written policy concerning the protection of the health and safety of its employees from COVID-19 as contemplated in section 7(1) of OHSA. This police must notify Principal Contractor employees that if they are sick or have symptoms associated with the COVID-19 that they must not come to work and to take paid sick leave in terms of section 22 of the Basic Conditions of Employment Act.

It must be noted matters relating to COVID-19 may change as and when Government introduce further requirement and adherence to all government requirements and Regulations during the times of this pandemic is crucially important.

a) Definitions

Social Distancing	Workers in the construction industry should follow the guidance on Staying at home and away from others (social distancing). Where they cannot work from home, they must follow the same principles of social distancing while travelling to and from work and while at work.
Self-isolation	Anyone who either has a high temperature or a new persistent cough or is within 14 days of the day when the first member of their household showed symptoms of Coronavirus (COVID-19) should not come to site but must follow the guidance on self-isolation
Person at increased risk	Anyone who is at increased risk of severe illness from Coronavirus (COVID-19) is strongly advised to work at home and should be particularly stringent about following social distancing measures
Living with a person in one of the above groups	Anyone living with a person who is at increased risk of severe illness, or an extremely vulnerable person who is shielding from Coronavirus (COVID-19), should stringently follow the guidance on social distancing and minimize contact outside the home

If someone falls ill	If a worker develops a high temperature or a persistent cough while at work, they should: <ul style="list-style-type: none"> • Ensure their manager or supervisor is informed. Employer is responsible to take the employee to the Doctor- • Employer to investigate possible other contacts, implement isolation measure and ensure those employees are taken for medical examination. • Avoid touching anything • Cough or sneeze into a tissue and put it in a bin, or if they do not have tissues, cough, and sneeze into the crook of their elbow. • They must then follow the guidance on self-isolation and not return to work until their period of self-isolation has been completed and declared clear to work by my medical professional.
COVID-19	means Coronavirus Disease 2019
PPE	means Personal Protective Equipment
Employee	means any person who works in an employee's workplace including an employee of the employer or contractor, a self-employed person or volunteer
Workplace	means any premises or place where a person performs work
COM	City of Mbombela
SHCE	

b) Travel to Work

Principal Contractor is required to provide a safe transportation of its employees to and from the workplace. Strict instructions to be given to the responsible driver that not to give rides to any other person than the principal contractor employees.

- All employees must wear appropriate face Cloth mask
- Hands to be sanitized before entering the transport and when journey ends.
- Employer must ensure that records of all his employees travelling with the transport are kept and no changing in travelling team for traceability should any of them test positive.
- Journeys should be shared with the same individuals and with the minimum number of people at any one time as prescribed by the Regulations.
- Good ventilation (i.e. keeping the windows open) and facing away from each other may help to reduce the risk of transmission
- The vehicle should be cleaned regularly using gloves and standard cleaning products, with particular emphasis on handles and other areas where passengers may touch surfaces
- Social distancing should be practiced all time during transportation.

c) Appropriate Personal Protective Equipment:

- It is a duty of an employer to ensure that all his employees are provided with a correct PPE that meet all the requirements prescribed by minister of Health, this include but Face Cloth Masks, surgical Gloves, Facial shields/ Safety Glasses.
- Provide each employee with hand sanitizers, soap and clean water to wash their hands and disinfectants to sanitize their workstations.
- All employees will be required to sanitize or wash hand at the entry and exit point of the site.
- Employer is responsible to issue the appropriate PPE as per the job description to each employee.
- No employees are allowed to share any of their PPE.
- Employers should consider locations of works to be performed strategically and arrange for specific work intervals.
- PPE must be worn at all times on site.
- PPE such as face masks is required by all employees or member entering the site, the said masks are to be

worn on site.

- Masks should fit properly, completely covering the face from bridge of nose to chin.
- Always clean hand before putting on or removing face masks.
- Only touch the cord or elastic at the back when removing the masks.

d) Site access and egress points:

- Access to site must be managed at all times.
- Site access and egress points should enable social distancing and screening of all workers must be done daily before entering and when leaving site. Please refer to questionnaire included in this plan.
- Screening Methods
 - Visual assessment – prior to entering the site gate, employers should conduct a visual assessment verifying and checking symptoms of the virus. If symptoms are evident go ahead to conduct infrared temperature testing
 - The average normal body temperature is generally accepted as (37°C).
 - The infrared beam sensor is placed approximately 0 - 5 cm's from the persons forehead, the thermometer will beep twice if within range. The thermometer will record the temperature and light green, displaying the temperature of the person.
 - At no stage must the infrared beam be directed to the eyes of the employees, as there is a risk of injury and damage to the eyes.
 - Any person displaying a temperature between 37.1°C and 37.9°C will be isolated and place either next to the Security Guardhouse or in his/her vehicle until second temperature testing is done.
 - The person's temperature will be taken again after 15 min. If the temperature has increased the person will be required to leave, access to site will be denied.
 - If the person's temperature has decreased to an acceptable/normal level, access will be granted.
 - Any person with a temperature of 37.5°C or above will be denied access and will be required to leave immediately and be advised to visit a doctor;
 - All cases where persons were denied access a detailed register kept on site of the date, name of contractor, name of employee, contact number,
- The screening table must be made of a washable surface that can easily be disinfected- no linen is to be used to cover the table.
- Face Shields and masks will be made available to screening personnel.
- All required items to operate safely must be available at the screening desk, these includes, hand sanitizers, pens for filling in registers and a bucket filled with 1000 ppm hypochlorite solution to soak pencils, employee/visitor's questionnaire for screening and determination of symptoms, perspex sheet separating screening. Should employees or visitors fail the questionnaire to be completed they should not be allowed to enter site.
- A site access control attendance register must be complete, it is recommended that lists of various company employees be kept at security to tick off the attendance as and when entering site.
- Allow plenty of space between people waiting to enter site.
- Use signage:
 - Such as floor markings, to ensure 2 metre distance is maintained between people when queuing
 - Reminding workers not to attend if they have symptoms of
 - Coronavirus (COVID-19) and to follow guidelines
 - Require all workers to wash their hands for 2G 40 seconds using soap and water when entering and leaving the site
 - Regularly clean common contact surfaces in reception, office, access control and delivery areas e.g. scanners,
 - Telephone handsets and desks, particularly during peak flow times
 - Reduce the number of people in attendance at site inductions and consider holding them outdoors
 - Where loading and offloading arrangements on site will allow it, drivers should remain in their vehicles. Where drivers are required to exit their vehicle, they should wash or sanitize their hands before handling any materials
 - Consider arrangements for monitoring compliance on site by principal contractor.

e) Washing hands

- Allow regular breaks to wash hands. Breaks should be divided between employee groups.
- Provide additional hand washing facilities (e.g. pop ups) to the usual welfare facilities.

- Ensure adequate supplies of soap and fresh water are readily available and kept topped up at all times.
- Provide hand sanitizer (minimum 60% alcohol based) where hand washing facilities are unavailable.
- Regularly clean the hand washing facilities on site.
- Provide suitable and sufficient bins with to dispose hand paper towels.

f) Toilet facilities

- Restrict the number of people using toilet facilities at any one time.
- Use signage, such as floor markings, to ensure 2 metre distance is maintained between people when queuing
- Wash or sanitize hands before and after using the facilities
- Enhance the cleaning regimes for toilet facilities, particularly door handles, locks and the toilet flush
- Portable toilets should be avoided wherever possible, but where in use these should be cleaned and emptied more frequently
- Provide suitable and sufficient rubbish bins with lids for hand paper towels with regular removal and disposal.

g) Eating areas:

- Where possible, workers should be encouraged to bring their own food. They should also be required to stay on site once they have entered it and avoid using local shops.
- Consider increasing the number or size of facilities available on site if possible.
- The capacity of each eating area should be clearly identified at the entry to each facility, and where necessary attendants provided to supervise compliance with social distancing measures.
- Break times should be staggered to reduce congestion and contact at all times.
- Employees should not all be taking at the same time. The principal contractor should specify different intervals for breaks and ensure limited number of employees are specified as well.
- Drinking water should be provided with enhanced cleaning measures of the tap mechanism introduced
- Frequently clean surfaces that are touched regularly, using standard cleaning products e.g. kettles, refrigerators, microwaves
- Hand cleaning facilities or hand sanitizer should be available at the entrance to any room where people eat.
- A distance of metres should be maintained between users, wherever possible
- All rubbish should be put straight in the bin and not left for someone else to clear up.
- Tables should be cleaned between each use

h) Changing Facilities:

- Consider increasing the number or size of facilities available on site if possible.
- Based on the size of each facility, determine how many people can use it at any one time to maintain a distance.
- Restrict the number of people using these facilities at any one time.
- Introduce staggered start and finish times to reduce congestion and contact at all times.
- Introduce enhanced cleaning of all facilities throughout the day and at the end of each day.
- Provide suitable and sufficient rubbish bins in these areas with regular removal and disposal.

i) Cleaning:

- Enhanced cleaning procedures should be in place across the site, particularly in communal areas and the contractors should ensure a dedicated employee is assigned to perform the activity on site and be issued with the correct PPE
 - Taps and washing facilities
 - Toilet flush and seats
 - Door handles and push plates
 - Handrails on staircases and corridors
 - Lift and hoist controls
 - Machinery and equipment controls
 - All areas used for eating must be thoroughly cleaned at the end of each break and shift, including chairs, door handles, vending machines and payment devices.
 - Telephone equipment
 - Keyboards, photocopiers and other office equipment

- Rubbish collection and storage points should be increased and emptied regularly throughout and at the end

j) Emergency response:

- The primary responsibility is to preserve life and first aid should be administered if required and until the emergency services attend.
- When planning site activities, the provision of adequate first aid resources must be agreed.
- Provision for fast track emergency service providers must be agreed.
- Emergency plans including contact details should be kept up to date.
- Consideration must also be given to potential delays in emergency services response, due to the current pressure on resources.
- Consider preventing or rescheduling high-risk work or providing additional competent first aid or trauma resources.

k) COVID-19 Waste Management

- All waste generated in respect to COVID-19, shall be managed as isolation health care risk waste.
- It is preferable to use box sets/waste bin for all COVID-19 response waste generated.
- When the box set is $\frac{3}{4}$ full it should be closed with a biohazardous waste tape and placed in designated storage area.
- The waste handler is required to be dressed in proper PPE before moving waste to the storage area.
- The Waste handler must ensure that the person designated to oversee waste collection informs the service provider of the COVID-19 waste that should be removed from the facility.
- The designated person must ensure that a separate collection of COVID-19 waste is done by the service provider, the designated vehicle complies with waste legislations and proper PPE is worn by the service provider.
- The designated person must ensure that all waste containers containing COVID-19 waste are properly sealed and no spillages occur during external removal

l) Risk Assessment, Addressing Stress, Psychological Risk, Violence and Harassment

- Principal Contractor is required to develop COVID-19 Specific Risk Assessment
- The Principal Contractor is encouraged to consider other COVID-19 risk factors:
 - Remember, employees are your company's assets.
 - During this pandemic your employees could be subjected to increased stress levels with serious effects of mental health (mandatory isolation at home is imposed).
 - Further to this, employees can be affected by the psychosocial hazard arising from present and future uncertainty of the work situation or from changes in work processes and arrangements.
- There are a number of risk factors endured by many workers that can induce stress, these include:
 - fear for one's own well-being or that of family member / co-workers who might contract the disease
 - lack of safety equipment for personal protection;
 - lack of social support or social networks;
 - tension between established safety protocols
 - difficulty in maintaining self-care activities such as exercises, good eating habits and getting enough rests
 - Employees may be labelled, stereotyped, discriminated against (social stigma) and/or experience loss of status perceived link with a disease.
- Occupational health and safety measures must be implemented to prevent and reduce psychosocial risks, including violence and harassment, and promote mental health and well-being (in addition to preventing the risk of long-term repercussions on workers wellbeing)
- A plan in the addressing the aforesaid must be developed and implemented to prevent work-related Stress amongst workers: The plan must be constant updated with reliable information: It is not limited to the below:
 - Good communication and up to date information
 - Avenue for workers to express concerns and ask questions about health risks to themselves and colleagues
 - Multidisciplinary sessions to identify concerns, wellbeing of staff and to work together on strategies to resolve problems

- Regular rest periods during workday)
- Opportunities to promote physical health (exercises, maintain healthy eating habits)
- Psychological support for workers share fears and worries confidentially
- Role modelling where managers are role models for staff
- Campaigns to reduce stigma

m) Screening Questionnaire

- The principal contractor should ensure a suitable screening questionnaire be developed for used on site.
- Screening should be conducted prior to entering site and well as when leaving site.
- The checklist should include the following but is not limited to:
 - Name of employee
 - Contact number of employees
 - Names of employers
 - Date of screening
 - Body temperature recorded
 - Respiratory symptoms (Yes or No)
 - Pre-entry screening
 - Access granted (Yes or No)
 - Exit site screening
 - Have you recently travelled to a restricted country?
 - Have you recently travelled outside the province/ have you travelled to areas regarded as COVID-19 epicentre?
 - Have you attended a funeral or any mass gathering?
 - Have you come into close contact or confirmed COVID-19 cases?
 - Person screening
 - Do you have Flu Symptoms?
 - Screening records of all employees must be kept on site.
 - Should the site experience any positive cases, the principal contractor should inform the Consulting Engineers and the COM within 24hrs via email.

n) Medical Surveillances

Principal contractor to ensure that all medical surveillance renewal, new entry medicals, exit medical should include COVID-19 Symptoms Screening by OHS Doctor / OHS Nurse Practitioner, employee suspected to have symptoms or at the risk of COVID-19 shall be sent for COVID-19 testing and be asked to self-isolate at home until his/her test are confirmed. Should an employee test positive for COVID-19, and if there is evidence that the worker contracted COVID-19 as a result of occupational exposure, lodge a claim for compensation in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993) in accordance with Notice 193 published on 3 March 2020

o) Social Distancing Measures

- Every employer must arrange the workplace to ensure minimal contact between workers and as far as practicable ensure that there is a minimum of one and a half metres between workers while they are working.
- Reducing the number of workers present in the workplace at any time
- Appointed Site Manager & the OHS Officer must ensure that construction activities are arranged at least one and a half metres apart.
- All shared construction site offices must be arranged; physical barriers can be placed between work stations or Maintain 1 m distance.

p) Reporting of COVID-19 Cases

- Appointed Principal Contractor is required to immediately inform the COM should one of its employee experience any of the COVID-19 symptoms while at work-
- Principal Contractor is also required to immediately contact the COVID-19 hotline: 0800 02 9999 for instruction and direct the employee to act in accordance with those instructions.
- If a worker has been diagnosed with COVID-19 and isolated in accordance with the Department of Health Guidelines, an employer may only allow a worker to return to work if the worker has undergone a medical

evaluation confirming that the worker has been tested negative for COVID-19.

q) COVID-19 Requirements to be Met by COM Service Providers

- Before commencement of any work under Level 4 lock down all COM service provider will be required to;
 - Principal Contractor will be required to appoint a designate a COVID-19 compliance officer who will be responsible to oversee the implementation of COVID-19 rules at the work place.
 - All COM appointed service provider this include professional team should adherence to the standards of hygiene and health protocols relating to COVID-19 at all COM Project.
 - All COM appointed Contractors develop a plan for the phased in return of their employees to the workplace, prior to reopening the workplace for business, which plan must correspond with Annexure E of Amended
 - Disaster Management Act and be submitted to COM for approval, be retained for inspection and contain the following information:
 - which employees are permitted to work;
 - what the plans for the phased -in return of their employees to the workplace are;
 - what health protocols are in place to protect employees from COVID-19; and
 - the details of the COVID-19 compliance officer;
- Contractors with large numbers of employees to ensure the phase in the return of their employees to work
- COM Contractors are required to develop measures to ensure that the workplace meets the standards of health protocols,
- Contractors in all the projects that are accessed by the public, should ensure adequate space for employees and social distancing measures for the public and service providers, as required.

r) Waste Management for COVID-19 Waste

- Contractor will be required to ensure that waste is managed and separated on site.
- Mask waste, Gloves and paper towels used to wipe hands and toilet paper used for sneezing or blowing nose to be disposed in a medical waste bin.
- Principal Contractor will be required to make arrangements for medical waste bins for its employees and all medical waste to be disposed accordingly.

s) Employees Induction, Training, Communications

- Employer will be required to give induction to his/her employees upon returning to site.
- Induction syllabus to include Employers plan on how they are going to manage COVID-19 on site.
- Employer should train employees daily before work on how COVID-19 is spread and the preventative measures one can take to prevent COVID-19 spread.

t) Tender Closure

- To ensure that the Health and Safety of COM employees and COM Bidders is adhered to during closing of tenders, all persons submitting tenders at COM Offices or on site will be subjected to COVID-19 screening.
- COM will refuse entry to any Bidder who shows symptoms of COVID-19.
- Binders are encouraged to make use of Courier services to deliver documents, however COM will not be liable for any documents submitted late by bidder courier of choice.
- There will be no public opening of tenders during COVID-19 Epidemic.
- All Tender results will be published on COM Website.

Acknowledgement:

I, _____ representing _____

(Principal Contractor)

have satisfied myself with the contents of the Occupational Health and Safety Specifications (OHSS) in terms of COVID-19 and shall ensure that the personnel and other people visiting site comply with all relevant obligations in respect thereof.

Signature of Principal Contractor

Date

Signature of Agent

Date

Comments:

Annexure AA: Acknowledgement of COVID-19 OHS Specifications Addendum by Contractor

Annexure AB: Employees/ Visitors Screening Questionnaire for COVID-19

Questions for Employee Screening for COVID-19			
Questions	Yes	No	Comment
1. Are you coughing?			
2. Are you sneezing?			
3. Do you have a fever?			
4. Is your throat sore?			
5. Do you have any body pains?			
6. Are you feeling tired?			
7. Are you having diarrhea?			
8. Are you having any shortness of breath?			
9. Are you having any chest pain?			
10. Have you in the last 14 days been in close contact with someone who was suspected or confirmed to be suffering from COVID-19 coronavirus?			
11. Are you having a blocked or runny nose?			
12. Have you travelled from a different province/ town/ village?			
13. Is your temperature $> 37.5^{\circ}\text{C}$?			
14. Have you attended a funeral recently?			

Anyone that answers "Yes" to any of the questions should be referred to their medical doctor for further assessment and specifically screening for COVID-19.

Anyone who answered "Yes" to travelling please write all the names of town, province, village visited

Name and Surname

Date

Residential Address

Cellphone Number

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

THIS AGREEMENT is made between.....

(hereinafter called the EMPLOYER of the one part, herein represented by:

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

in his capacity as:

AND:

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

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

in his capacity as:

duly authorised to sign on behalf of the Contractor.

WHEREAS the CONTRACTOR is the Mandatory of the EMPLOYER in consequence of an agreement between the CONTRACTOR and the EMPLOYER in respect of

CONTRACT:.....

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

NOW THEREFORE the parties agree as follows:

1. **The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.**
2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the Employer's CONSULTING ENGINEERS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.

4. The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.
5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

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

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

1.

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

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

CONTRACTOR'S HEALTH AND SAFETY DECLARATION

In terms of Clause 4(4) of the OHSA 1993 Construction Regulations 2014 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHSA 1993 Construction Regulations 2014.

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

Declaration by Tenderer

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHSA 1993 Construction Regulations 2014.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I propose to achieve compliance with the Regulations by one of the following:
 - (a) From my own competent resources as detailed in 4(a) hereafter: *Yes / No
 - (b) From my own resources still to be appointed or trained until competency is achieved, as detailed in 4(b) hereafter: *Yes / No
 - (c) From outside sources by appointment of competent specialist subcontractors as detailed in 4(c) hereafter: *Yes / No

(* = delete whatever is not applicable)

4. Details of resources I propose:

(Note: Competent resources shall include safety personnel such as a construction supervisor and construction safety officer as defined in Regulation 8, and competent persons as defined in Regulations 9-29, (all or individual regulations) as applicable to this contract)

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

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

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

(i) By whom will training be provided?

(ii) When will training be undertaken?

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

.....

.....

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

Name of proposed subcontractor:

Qualifications or details of competency of the subcontractor:

5. I hereby undertake, if my tender is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 7(1) of the Construction Regulations, which plan shall be subject to approval by the Employer.

6. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHSA 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.

7. I hereby confirm that adequate provision has been made in my tendered rates and prices in the schedule of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2014, and that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations (Regulation 33) for failure on the Contractor's part to comply with the provisions of the Act and the Regulations.

8. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2014, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.

SIGNATURE:

DATE:

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

PRO FORMA NOTIFICATION FORM IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993, CONSTRUCTION REGULATIONS 2014

[This form must be completed and forwarded, prior to commencement of work on site, by all Contractors that qualify in terms of Regulation 3 of the Construction Regulations 2014, to the office of the Department of Labour]

NOTIFICATION OF CONSTRUCTION WORK

1. (a) Name and postal address of principal contractor.

(b) Name and tel. pf principal contractor's contact person:

2. Principal contactor's compensation registration number:

3. (a) Name and postal address of client :

(b) Name and tel. no of clients contact person or agent:

4. (a) Name and postal address of designer (s) for the project:

(b) -----

5. Name and telephone number of principal contractor's sub- ordinate supervisor on site appointed in terms of Regulation 8 (1).

6. Name /s of principal contractor's sub- ordinate supervisor on site appointed in terms of Regulation 8 (2)

7. Exact physical address of the construction site or site office:

8. Nature of the construction work:

9. Expected commencement date:

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

Total: _____ Male: _____ Female: _____

12. Planned number of contractors on the construction:

13. Name (s) of contractors already selected.

Principal Contractor

Date

Client's Agent (where applicable)

Date

Client

Date

**ADDITIONAL OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS
FOR CONTRACTORS**

EMPLOYER: CITY OF MBOMBELA

PRINCIPAL CONTRACTOR: _____

CONTRACT

FOR:

START DATE: _____ END DATE: _____

CONTENTS

1. Documents purpose and intent
2. Specification control sheet
 - Declaration
3. Application and Interpretation
 - 3.1. Definitions
4. Notification of Construction Work
5. Application for a permit to do Construction work
6. Legal
7. General duties of Principal Contractor
8. Supervisor of Construction Work
9. Risk Assessment
10. Written Safe Work Procedure
11. Safety of Public
12. Fall Protection
13. Registers
14. Training
15. General Requirements
16. Hazardous Chemical Substances (including Asbestos and Lead)
17. Asbestos (additional requirements)
18. Lead (additional requirements)
19. Noise Induced Hearing Loss
20. Lighting
21. Hazardous Biological Agents

1. DOCUMENT PURPOSE AND INTENT

- The specifications contained in this document relate to the occupational health and safety requirements pertaining to the associated work of the aforementioned client so as to ensure the occupational health and safety of persons.
- Compliance to the Occupational Health and Safety Act 85 of 1993 and Regulations shall not be limited to the specification and definitions contained in this document.
- A comprehensive documented Health and Safety Plan is to be drawn up by the Principal Contractor, based on the result of Health and Safety Risk Assessment conducted by him/her and the specification provided and presented to the agent for the approval prior to commencement of work.
- Monitoring of compliance on site shall be to the requirements of the OHS Act and Regulations as well as the contents of the Health and Safety Plan of the Principal Contractor or Contractors.

1. SPECIFICATION CONTROL SHEET

Project Name: _____

Declaration

This document has been prepared and received by the undersigned:

Prepared: RSK3 CONSULTING ENGINEERS

Name: RONALD SHABANGU

Signature: _____

Date: _____

Capacity: OHS Officer

PRINCIPAL CONTRACTOR RECEIPT

Received by: _____

Name: _____

Signature: _____

Date: _____

Capacity: _____

2. APPLICATIONS AND INTERPRETATION

This document is to be read and understood in conjunction with the following, inter alia:

- Occupational Health and Safety Act 85 of 1993.
- All regulations published in terms of the Occupational Health and Safety Act.
- Construction Regulation as amended on the 07 February 2014.
- SABS/SANS codes referred to by the Occupational Health and Safety Act.
- Contract Documents.

- Basic Conditions of Employment Act.
- Unemployment Insurance Act.
- Compensation for Occupational Injuries and Diseases Act 103 of 1993.

ABBREVIATIONS

- OHS: Occupational Health and Safety.
- CEO: Chief Executive Officer.
- CR: Construction Regulations.
- HCS: Hazardous Chemical Substances.
- MSDS: Material Safety Data Sheet.
- AIA: Approved Inspection Authority.
- HBA: Hazardous Biological Agent.
- OEL: Occupational Exposure Limit.

Definitions

The following definitions from the Occupation Health and Safety Act are listed as following:

Chief Executive Officer

In relation to a body corporate or an enterprise conducted by the State, means the person who is responsible for the overall management and control of the business of such body corporate or enterprise.

Danger

Means anything that may cause injury or damage to persons or property.

Employee

Means, subject to the provisions of Subsection (2), any person who is employed by or works for any employer and who receives or is entitled to receive any remuneration or who works under the direction or supervision of an employer or any other person.

Employer

Means, subject to the provisions of Subsection (2), any person who employs or provides work for any person or remunerates that person or expressly or tacitly undertakes to remunerate him, but excludes a labour broker as defined in Section 9(1) of the Labour Relations Act, 1953 (Act No. 28 of 1956).

Hazard

Means a source of or exposure to danger.

Healthy

Means free from illness or injury attributable to occupational causes.

Machinery

Means any article or combination of articles assembled, arranged or connected and which is used or intended to be used for converting any form of energy to performing work, or which is used or intended to be used, whether incidental thereto or not, for developing, receiving, storing, containing, confining, transforming, transmitting, transferring or controlling any form of energy.

Medical Surveillance

Means a planned programme of periodic examination (which may include clinical examinations, biological monitoring or medical tests) of employees by an occupational health practitioner or, in prescribed cases, by an occupational medicine practitioner.

Plant

Includes fixtures, fittings, implements, equipment, tools and appliances, and anything which is used for any purpose in connection with such plant.

Properly Used

Means used with reasonable care, and with due regard to any information, instruction or advice supplied by the designer, manufacturer, importer, seller or supplier.

User

In relation to plant or machinery, means the person who uses plant or machinery for his own benefit or who has the right of control over the use of plant or machinery, but does not include a lessor of, or any person employed in connection with, the plant or machinery.

Reasonably Practicable

Means practicable having regards to:

- (a) the severity and scope of the hazard or risk concerned,
- (b) the state of knowledge reasonably available concerning that hazard or risk and of any means to remove or mitigate that hazard or risk.
- (c) The availability and suitability of means to remove or mitigate that hazard or risk; and
- (d) The cost of removing or mitigating that hazard or risk in relation to the benefits deriving there from.

Risk

Means the probability that injury or damage will occur.

Safe

Means free from any hazard.

Standard

Means any provision occurring:

- (a) in a specification, compulsory specification, code of practice or standard method as defined in Section 1 of the Standards Act, 1993 (Act No. 29 of 1993);
OR
- (b) in any specification, code or any other directive having standardization as its aim and issued by an institution or organization inside or outside the Republic which, whether generally or with respect to any particular article or matter and whether internationally or in any particular country or territory, seeks to promote standardization.

The following definitions from the Construction Regulations are listed as follows:

Agent

Means any person who acts as a representative for a client.

Competent Person

Means any person having the knowledge, training, experience and qualifications specific to the work or task being performed:

Provided that where appropriate qualifications and training are registered in terms of the provisions of the South African Qualifications Authority Act, 1995 (Act No. 58 of 1995), these qualifications and training shall be deemed to be the required qualifications and training.

Construction

Means 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, 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.

Contractor

Means an employer, as defined in Section 1 of the Act, who performs construction work and includes principal contractors.

Hazard Identification

Means the identification and documenting of existing or expected hazards to the health and safety of persons, which are normally associated with the type of construction work being executed or to be executed.

Health and Safety File

Means a file, or other record in permanent form, containing the information required as contemplated in these regulations.

Health and Safety Plan

Means a documented plan, which addresses hazards, identified and includes safe work procedures to mitigate, reduce or control the hazards identified.

Health and Safety Specification

Means a documented specification of all health and safety requirements pertaining to the associated works on a construction site, so as to ensure the health and safety of persons.

Method Statement

Means a document detailing the key activities to be performed in order to reduce as reasonably as practicable the hazards identified in any risk assessment.

Principal Contractor

Means an employer, as defined in Section 1 of the Act who performs construction work and is appointed by the client to be in overall control and management of a part of or the whole of a construction site.

Risk Assessment

Means a program to determine any risk associated with any hazard at a construction site, in order to identify the steps to be taken to remove, reduce or control such hazard.

3. NOTIFICATION OF CONSTRUCTION WORK

- The principal Contractor shall notify by registered mail, the Limpopo Provincial Director of the Department of Labour, before commencing with construction work, of the intended work in the form of Annexure A of the Construction Regulations.
- A copy of the completed Annexure of the Construction Regulations, as well as proof of notification shall be included in the Health and Safety Plan. (Proof of fax or proof of hand delivery).
- A copy of the completed Annexure A is to be kept on site by the principal Contractor. (Health and Safety file).

4. APPLICATION FOR A PERMIT TO DO CONSTRUCTION WORK

- Contractor to apply for the work permit on project above R13 000 000-00 as per the amended OHS Act.

5. LEGAL DOCUMENTATION/APPOINTMENTS

The following documents must be provided in the Health and Safety File:

- Health and Safety Policy signed by CEO.
- Letter of good standing with the Compensation Commissioner, Federated Employers or similar insurer.
- Notification of work signed by Contractor, Client and Dept. of Labour
- Certificate of fitness for all employees issued by a competent Occupational health Practitioner.
- Health and Safety Organogram (or table), outlining the Health and Safety Team, as well as the appointment(s) they have under the Act and Regulations (reference to specific section/regulation applicable to appointment).
- The competency of each member of the Health and Safety Team must be provided and should include knowledge, training, experience & qualifications specific to the work or task being performed. (CV and copies of qualifications).

Signed copies of the following legal appointments must be provided in the Health and Safety File:

APPOINTMENT	OHS-ACT / REGULATION REFERENCE
Section 16.2 appointment	Section 16.2
Health and Safety Representative (if necessary)	Section 17
Health and Safety Committee members (if necessary)	Section 19
Incident Investigator	GAR 8(2)
First Aiders (Include training certificates)	GSR 3
Fire Fighters	ER 9 & CR 29(h)
Risk Assessor	HC (Incl. Asbestos & Lead); CR 9 and equipments

The following information must be provided in the Health and Safety File.

- Indicate the estimated number of employees to be working on site.
- Indicate the expected number of contractors to be appointed by the Principal Contractor.

The following Competent Persons, where applicable, shall be appointed in writing by the Principal Contractor, prior to any work being carried out, and shall adhere to the requirements of the specific sub-regulations.

The Competency of each of these appointed competent persons must be provided and should include knowledge, training, experience and qualifications specific to the appointment (CV and Copies of qualifications).

The table below indicates the applicability of the appointments but contractors should by no means be limited to these indications.

APPOINTMENT	OHS-ACT / REGULATION REFERENCE
Construction Supervisor	CR 8 (1)
Assistant Construction Supervisor	CR 8 (2)
Fall Protection Competent Person	CR 10 (1)
Excavation Work Competent Person	CR 13(1)
Construction Vehicle and Mobile Plant Competent Person	CR 23 (1)(j)
Electrical Installation Competent Person	CR 24 (d)
Fire equipment Competent Person	CR 29 (h)
Confined Spaces Competent Person	GSR (5)
Blasting Competent Person	
Safety Officer	CR 8(5)
General Machinery Competent Person	GMR (2)
Lifting Machines Operators	DMR 18(11)

- No work involving any of the listed appointments may be performed without the knowledge and approval of an appointed competent person.
- The competent person shall be responsible to determine the level of supervision required for each activity.
- The agent must be informed of any changes made to the above appointments.
- The agent reserves the right to require from any contractor at any stage to appoint a full or part time construction health and safety officer.

6. GENERAL DUTIES OF PRINCIPAL CONTRACTOR

- ♦ The principal contractor will be responsible for co-operation between all contractor to ensure compliance to the OHS –Act and Regulations on site.
- ♦ To ensure the above, the Principal Contractor must carry out the following and provide proof of such in his H&S plan:

- Provide health and safety specifications to Contractors.
- Appoint Contractors in writing.
- Proof that Contractors H&S Plan has been approved, implemented and maintained.
- Proof that Contractors are registered with the Compensation Commissioner or similar insurer.
- Proof that Contractors made provision for the cost of Health and Safety measures during the construction process.
- A comprehensive & updated list of all contractors on site, also indicating the type of work being done.
- Copies of Section 37(2) agreements with the relevant contractors.

7. SUPERVISION OF CONSTRUCTION WORK

- ▲ The agent must be informed if the Construction Work Supervisor is also appointed as a Construction Supervisor in writing.

8. RISK ASSESSMENT

- Risk assessments of all required activities shall form an integral part of the Health and Safety plan.
- All risk assessments shall be conducted in terms of an acceptable methodology covering at least the elements frequency, likelihood and consequence, prior to commencement of work, according to the provisions of CR 9 and should cover at least the following:
 - Movement of construction vehicles
 - All work near overhead power lines and underground cables
 - Locating underground cables/existing services
 - Hand excavation of trenches
 - Mechanical excavation of trenches
 - All work carried out inside trenches, including compacting, pipe laying, backfilling etc.
 - Temporary stockpiling and removal of excavated material
 - Transporting material
 - Cutting into existing sewage line
 - All work carried out from scaffolding
 - Exposure to raw sewerage (see paragraph 19)
 - All work carried out on live electrical installations
 - Welding in confined spaces
 - Working at heights
 - Cladding
 - Stripping of existing roof sheets or other material
 - Piling
 - Formwork/Support work
 - Demolition work
 - Working with hand tools
 - Working with portable electrical tools
 - All health hazards that can be present during any of the above activities and should include individual dusts, gases, fumes, vapours, noise, extreme temperatures, illumination, vibration and ergonomic hazards due to any of the above activities.
- The above list is by no means exhaustive and should not be limited to these activities but must cover all activities that forms part of the said construction work. Each activity must be split down to individual tasks and all associated hazards identified and listed in the risk assessment. This ensures that critical tasks and subsequent critical hazards are not missed.
- The risk assessment to be included in the H&S Plan must clearly indicate:
 - The methodology used to do the risk assessments.
 - Breakdown of processes and activities covered.
 - High risks anticipated.
- All risk assessments are to be conducted by a competent person as appointed under paragraph 5 of this document. The plan must include a declaration in this regard or the risk assessment must contain the signature(s) of this appointed persons.
- Risk assessments are to be handed to the agent prior to commencement of work.

- The agent reserves the right to stop any work if such work is not conducted in terms of the recommendations of the risk assessment.
- Risk assessments are to cover safety as well as health hazards.

9. SAFE WORK PROCEDURES

Safe Work Procedures are to form part of the H&S Plan and must be compiled for all the above-identified activities.

The safe work procedures must address the following elements:

- The work method to be followed to conduct work safely
- Mitigation of identified risks
- Reducing and controlling risks and hazards that have been identified
- Responsibilities of competent persons
- Required personal protective equipment
- Correct equipment / tools/ machinery to be used
- Reference to relevant registers to be completed
- Reference to applicable risk assessment
- The following two tables provides information on all factors to be taken into account when the Risk Assessments and Safe Work Procedures are compiled:

Physical	Chemical	Biological	Mechanical	Psycho-social
Noise	Liquids	Insects	Guards	Stress
Vibration	Dusts	Fungi	Hand tools	Work pressure
Ionizing radiation	Fumes	Bacteria	Machinery	Monotony
Non-ionizing radiation	Fibers	Viruses		Unsociable hours
Health and cold	Mists			Ergonomical:
Electricity	Gases			• Posture
Pressure	Vapours			• Movement
				• Repetitive tasks

System	Stress	Disease
Musculoskeletal	Lifting/loads Repetitive strain Abnormal postures Whole body vibration	Muscular pain syndromes Tenosynovitis Bursitis Osteoarthritis
Sensory	Noise	Hearing loss
Skin	Cement (chromates), rubber Thinner, epoxies Tar, pitch Solar radiation	Allergic contact dermatitis Irritant contact dermatitis Acne, Skin cancer Keratoses, cancer
Respiratory	Silica Asbestos Spray paints, woods, epoxies Irritant dusts, welding fumes Organic Solvents	Silicosis, TB Asbestosis, Cancer Asthma Bronchitis Headaches, Dizziness, Cancer
Psychosomatic	Physical stress Psychosocial stress	Head aches Depression Fatigue Substance abuse
Nervous System	Lead Organic solvents	Peripheral and central neuropathy Headaches, Dizziness, Mood disorder, Dementia, Cancer

10. SAFETY OF PUBLIC

- Access to the construction site must be cordoned off as much as possible in all work areas.
- All excavations are to be fenced/barricaded to prevent access by public.
- Work must be planned in such a manner as to ensure that the minimum amount of trenches are left open after hours or during weekends.

11. FALL PROTECTION

- Contents of the fall protection plan must cover all the requirements as stated in sub-regulation CR10 (2)
- The fall protection plan is to be handed to the agent before work commences.
- The level of supervision is to be stated in the fall protection plan.
 - Medical certificates, work near edges, presence of dew, dangerous walking areas etc. should be addressed in the fall protection plan.

12. REGISTERS

- Examples of the registers listed below must be provided in the Health and Safety Plan.
- All registers must be available at the site offices at all times for inspection by the agent.
- The list of registers to be kept is by no means exhaustive and the H&S Plan should list all the registers that are applicable and at what frequency they are going to be maintained.

ACTIVITY	FREQUENCY
Form work / Support work	Daily, prior to any shift
Excavation Work	Daily, prior to any shift, after rain or blasting or after unexpected fall of ground
Material Hoist	Daily
Crane(s) Logbook	As per DMR 18
Construction Vehicles and Mobile Plant	Daily
Temporary Electrical Installation	Weekly
Stacking	Weekly
Fire Extinguishers	Bi- Monthly
Ablution Facilities	Weekly
Ladders	Weekly
Incident Register in terms of GAR 9	As Required
Fall Protection Equipment	Daily
Portable electrical tools	Weekly
Fire fighting equipment	Monthly

13. TRAINING

Each Health and Safety Plan shall indicate the following regarding training:

- Name and contents of the following training courses which have to be conducted:
 - Induction Training
 - Training regarding hazards identified and any corrective measures in place
 - Training regarding all applicable regulations
 - Specific training regarding applicable competencies
- Attendance registers must be kept as proof of training provided
- Method of informing visitors and other persons entering the site of hazards prevalent on site.
- Method of providing personal protective equipment to visitors and non-employees.

- An example of ID training card for each employee (if used).
- Methodology to be used in the issuing and communication of written instructions/safe work procedures.

14. GENERAL REQUIREMENTS

(a) Personal Protective Equipment

The procedures for issuing and control over PPE shall be indicated in the Health and Safety Plan, as well as the enforcement for the wearing thereof.

(b) Hired Plant

The responsibility for the safe condition and use of all hired plant shall be that of the contractor e.g. fire extinguisher service, motor disc validity and etc.

(c) Transport of Employees

Transport of employees shall be carried out in terms of the National Road Ordinances.

The Health and Safety Plan shall detail the arrangements and methods of the transportation of workers.

(d) Signs

The Principal Contractor shall indicate in his Health and Safety Plan the arrangements regarding the posting of danger signs.

(e) Medical Certificates of fitness

A Contractor must ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an Occupational health practitioner in the form of Annexure 3.

- CR 7(8)

(f) Site Visitors Register

- A site visitor's register is to be kept on site and steps are to be taken to ensure that all visitors sign the visitors' register before entering the site.
- A sign should also be provided directing all visitors to report to the site officer.

15. HAZARDOUS CHEMICAL SUBSTANCES (including Asbestos and Lead)

In addition to the requirements in the HCS Regulations, the principal contractor must provide proof in the H&S Plan that:

- ▲ Material Safety Data Sheets (MSDS's) of the relevant materials/hazardous chemical substances are available prior to use by the contractor. Mention should be made how the principal contractor is going to act according to special/unique requirements made in the relevant MSDS's. All MSDS's shall be available for inspection by the client at all times.
- ▲ Risk assessments are done at least once every two years.
- ▲ Exposure monitoring is done according to Occupational Exposure Sampling Strategy Manual (OESSM) and by an AIA and that the medical surveillance programme is based on the outcomes of the exposure monitoring.
- ▲ How records are going to be kept safe for the stipulated period of 30 years.
- ▲ How the relevant HCS's are being/going to be controlled by referring to:
 - Limiting the amount of HCS
 - Limiting the number of employees
 - Limiting the period of exposure
 - Substituting the HCS
 - Using engineering controls
 - Using appropriate written work procedures
- ▲ The correct PPE is being used.
- ▲ HCS are stored and transported according to SABS 072 and 0228.
- ▲ Training with regards to these regulations was given.

- ▲ The H&S plan should make reference to the disposal of hazardous waste on classified sites and the location thereof (where applicable).

16. ASBESTOS

Should asbestos be identified as a hazard whilst work is carried out, the following must be included in the health and safety plan:

- Notification to the Provincial Director in writing, prior to commencement of asbestos work.
- Proof of a structured medical surveillance programme, drawn up by an occupational medicine practitioner.
- Proof that an occupational health practitioner carried out an initial health evaluation within 14 days after commencement of work.
- Copies of the results of all assessments, exposure monitoring and the written inventory of the location of the asbestos at the workplace.
- Only proof that medical surveillance has been conducted and not the actual records itself since these areas of confidential nature.
- How records are going to be kept safe for the stipulated period of 40 years.
- Proof that asbestos demolition (if applicable) is going to be done by a registered asbestos contractor and provide proof that a plan of work for such demolition is submitted to an Approved Asbestos Inspection Authority 30 days prior to commencement of the demolition.
- Provide proof that the plan of work was approved by the asbestos AIA and submitted to the provincial director 14 days prior to commencement of demolition work together with the approved standardized procedures for demolition work.

17. LEAD

Besides the requirements listed under par. 15 should lead be identified as a hazard at the workplace, the following must be included in the health and safety plan or as soon as its available:

- Proof that an occupational health practitioner carried out an initial health evaluation within 14 days after commencement of work.
- Copies of the results of all assessments, exposure monitoring and the written inventory of the location of the lead at the workplace.
- Only proof that medical surveillance has been conducted and not the actual records since these are of a confidential nature.
- How records are going to be kept safe for the stipulated period of 40 years.

18. NOISE INDUCED HEARING LOSS

Where noise is identified as a hazard the requirements of the NIHL regulations must be complied with and the following must be included/ referred to in the Health and Safety Plan:

- Proof of training with regards to these regulations.
- Risk assessment done within 1 month of commencement of work.
- That monitoring carried out by an AIA and done according to SABS 083.
- Medical surveillance programme established and maintained for the necessary employees.
- Control of noise by referring to:
 - Engineering methods considered
 - Admin control (number of employees exposed) considered
 - Personal protective equipment considered/decided on
- Describe how records are going to be kept for 40 years.

19. LIGHTING

Where poor or lack of illumination is identified as a hazard the lighting regulations must be complied with and the following must be included in the H&S Plan:

- How lighting will be ensured/ provided where daylight is not sufficient and / or after hours are worked.
- Planned maintenance programme for replacing luminaires.
- Proof of illumination levels of artificial illumination equipment.

20. HAZARDOUS BIOLOGICAL AGENTS (HBA)

Because of the possible exposure of workers to raw sewage the H&S Plan shall include details of the following:

- The conducting of Risk Assessment specifically aimed at exposure to HBA which shall include the following:
 - Nature and dose of HBA
 - Where HBA may be present and in what physical form
 - The nature of work or process
 - Steps in the event of failure of control measures
 - The effect of the HBA
 - The period of exposure
 - Control measures to be implemented
- Monitoring of exposure of workers shall be conducted to establish whether any worker is infected with an HBA associated with working or being exposed to raw sewage, in terms of the following:
 - By an occupational medical practitioner
 - Before entering the site to establish the workers baseline
 - During the period of the contract the risk assessment indicate possible exposure
 - After completion of the contract
- Medical surveillance should such be required after the above-mentioned by an occupational health practitioner.
- Indication on how all records of assessment, monitoring; etc will be kept, taking into account that records have to be kept for a period of 40 years.
- How exposure to HBA is to be controlled.
- The provision of personal protective equipment.
- What information and training is to be provided to employees regarding the following:
 - The contents of these regulations.
 - Potential risks to health.
 - Control measures to be implemented.
 - The correct use and maintenance of personal protective equipment.
 - The results of the risk assessment.

Approval by the Municipal Manager

Comments: _____

Name (Print): _____ Date: _____

Signature: _____



CONTRACT No: COM54/2019

PROJECT DETAILS: CONSTRUCTION OF SILIGANE PEDESTRIAN BRIDGE

SUB-CONTRACTOR AGREEMENT FOR SERVICES

DATED THE DAY OF..... 20.....

BETWEEN

..... ("The Contractor")

AND

..... ("The Sub-Contractor")

AND

..... ("The Guarantor") (Same as contractor)

SUB-CONTRACTOR AGREEMENT FOR SERVICES

DATED: THIS..... DAY OF **2020**

BETWEEN:.....(the "Contractor");

AND of

**AN
D**

.....(the "Sub-Contractor")

.....(the "Guarantor") *(Same as contractor)*

1. THE APPOINTMENT

- 1.1. The Contractor by this agreement (the "Agreement") engages the Sub-Contractor to perform the services (the "Services") described in Item One of the Schedule and the Sub-Contractor has agreed to perform the Services for the Contractor for the price (the "Sub-Contractor's Fees") set out in Item Two of the Schedule on the terms set out in this Agreement.
- 1.2. The Sub-Contractor represents and warrants to the Contractor that the Sub-Contractor has all the necessary skills, knowledge, experience and expertise to perform the Services and will perform the Services to a good and proper standard.
- 1.3. The Sub-Contractor holds all necessary licences and permits required in order to allow the Sub-Contractor to perform the Services. The sub-contractor is registered with the Construction Industry Development Board (CIDB) and holds a valid tax clearance certificate.
- 1.4. Where any manuals are required in order for the Contractor to enjoy or use the Services, the Sub-Contractor must provide these to the Contractor in such form as the Contractor may reasonably require and for no additional fee.

2. THE PRICE, PAYMENT AND VARIATIONS

- 2.1. The Contractor has agreed to pay the Sub-Contractor the Sub-Contractor's Fees at the times set out in Item Three of the Schedule. The Price includes any VAT and is the full amount which the Contractor will pay for the performance of the Services.
- 2.2. In respect of the Sub-Contractor's Fees, the Sub-Contractor must issue a tax invoice for the Services setting out the Services performed, the date they were performed and by whom. The tax invoice must also separately identify all expenses and any VAT payable.
- 2.3. The tax invoice must be issued by the Sub-Contractor at least 30 days prior to the due date for payment of the Sub-Contractor's Fees or any instalment thereof of the Sub-Contractor's Fees as so invoiced or the instalment (which is due) as set out in the tax invoice. Notwithstanding anything else the Contractor is not obliged to pay at the time set out in Item Three of the Schedule unless the Sub-Contractor has provided a tax invoice in proper form for the Sub-Contractor's Fees or any instalment thereof.
- 2.4. The method of payment of the Sub-Contractor's Fees is as set out in Item Four of the Schedule.

3. STANDARD OF SERVICES

- 3.1. The Sub-Contractor must perform the Services in a proper and competent manner and according to all reasonable directions given by the Contractor. Where there are any applicable industry standards and codes, they must be to the extent to which they are not inconsistent with any of the terms of the Agreement be at all times complied with by the Sub-Contractor. All those standards and codes to the extent they are not inconsistent with the terms of the Agreement are to apply as if they were express terms of this Agreement.
- 3.2. The Sub-Contractor represents to the Contractor that the Sub-Contractor and all the Sub-Contractor's employees and permitted subcontractors are properly qualified, experienced, licensed (where applicable) and competent to properly perform and will perform the Services to the required standards and codes. Should attend the Generic Training as provided for in the present contract.

4. EQUIPMENT AND MATERIALS

- 4.1. The Sub-Contractor must provide all tools as may be necessary to properly and efficiently perform the Services other than the materials described in Item Six of the Schedule. Unless otherwise agreed in writing all tools used must be new and of high quality fit for their purpose. All equipment must be safe for use, be properly maintained and capable of being used to carry out the Services.
- 4.2. The Contractor agrees with the Sub-Contractor that the Contractor must pay for all the materials described in Item Six of the Schedule.

5. TIME

- 5.1. The Services must be completed by the date or dates set out in Item Five of the Schedule.
- 5.2. If the Sub-Contractor, being an individual, is unable to perform the Services due to illness or injury by any time stated in Item Five of the Schedule then unless the Contractor may suffer material loss or damage by such delay the Sub-Contractor will be entitled to a reasonable extension in order to complete the Services.
- 5.3. If an event occurs that is beyond the reasonable control of the Sub-Contractor which prevents the Sub-Contractor from performing the Services by the date set out in Item Five of the Schedule, the Sub-Contractor must immediately notify the Contractor in writing the details of the event and an estimate of the time for completion of the Services and in those circumstances unless the Contractor may suffer material or damage by such delay the Sub-Contractor will be entitled to a reasonable extension to complete the Services.
- 5.4. Where in either of the circumstances in 5.2 or 5.3 the Contractor is of the opinion that the delay may cause the Contractor loss or damage then the Contractor may by written notice to the Sub-Contractor terminate the Agreement in which event the Contractor has no obligation or liability to pay for any uncompleted

6. VARIATION TO THE SERVICES

- 6.1. The Contractor may require a variation (the "Variation") to the Services. Any request must be in writing setting out full details of the Variation. The Sub-Contractor must provide a quotation for performing the Services as varied which additional sum will be added to the Price if accepted by the Contractor. If the Contractor does not accept the quotation, the Sub-Contractor is not obliged to carry out the Variation.

CITY OF MBOMBELA

CONTRACT NO: COM54/2019

FOR CONSTRUCTION OF PEDESTRIAN BRIDGE - SILIGANE

C4.2: TENDER DRAWINGS

APPENDIX B: DRAWINGS FOR TENDER PURPOSES

CITY OF MBOMBELA

CONTRACT NO: COM54/2019

FOR CONSTRUCTION OF PEDESTRIAN BRIDGE - SILIGANE

C4.3: GEOTECHNICAL REPORT

APPENDIX C: GEOTECHNICAL REPORT FOR SOIL CONDITIONS